



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

December 2, 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. Public Works Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of November 25, 2019
 - b. Approval of Claims in the amount of: \$248,898.48
 - c. Contract Award: Guemes Channel Trail Wall Replacement Design #19-146-PRK-002
 - d. Contract Modification: Second Amendment to the Residential Recyclables and Residential Organics Collection Agreement with Waste Management of Washington, Inc. #15-102-SAN-001
 - e. Street Fair Application: Revised Christmas Tree Lighting Event
6. **Other Business**
 - a. * Resolution 2062: Updating Unified Fee Schedule for Updated Sewer Rates and Ordinance 3059: Updating AMC Title 13, Public Services (Discussion)
 - b. * Thomas G. Thompson, Jr. Train Memorandum of Agreement (Discussion/Possible Action)
7. **Public Hearings**
 - a. * Public Hearing: Resolution 2068 Affirming Interim Ordinance 3054 Declaring an Emergency and Adopting a Moratorium on the Acceptance of Certain Land Use Applications in the R4 Zone (Discussion/Possible Action)
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 is committed to making public meetings available and accessible to all members of the community.
For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning December 9, 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.

December 9, 2019

- Recreation Program Update (Discussion)
- Update on Commercial Avenue Complete Streets Project Phase I - 11th Street to 13th Street (Discussion)
- Resolution 2066: 2020 Lodging Tax Advisory Committee Recommendations (Discussion/Possible Action)
- Resolution 2062: Updating Unified Fee Schedule for Updated Sewer Rates and Ordinance 3059: Updating AMC Title 13, Public Services (Action)
- Ordinance 3052: Updating AMC Chapter 12.50, Street and Alley Vacation (Discussion/Possible Action)
- Memorandum of Understanding: Fidalgo Island Water System (Discussion/Possible Action)

December 16, 2019

- Contract Award: Base Fiber Project #19-169-ENG-001 (Action)
- Contract Award: Ship Harbor and SR20 Spur Intersection Improvements Project #16-025-TRN-003 (Action)
- Parks and Recreation Comprehensive Plan (Discussion/Possible Action)
- Year End Finance Update (Discussion)
- Ordinance 3060: Amending the 2019/2020 Budget (Action)

December 23, 2019

- Contract Award: Anacortes Municipal Broadband Installation – CBD, Old Town Pilot, M Avenue Pilot #19-181-FBR-001 (Action)

January 6, 2020

January 13, 2020

January 21, 2020

January 27, 2020

February 3, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Dec 2, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Dec 3, 2019, 10:00 AM, Main Conference Room, City Hall
- Port/City Liaison, Tuesday, Dec 3, 2019, 8:30 AM, Third Floor Conference Room, City Hall
- Planning, Monday, Dec 9, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Dec 11, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Dec 16, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Dec 23, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Dec 25, 2019, 12:00 AM, CANCELLED



Commercial Avenue Complete Streets Project Phase 1 | Open House

We Need Your Input!

You are invited to help shape the future of a safe and friendly Commercial Avenue.

Please join the City of Anacortes transportation and planning staff on Monday, December 9th, to talk about a proposed complete streets project on Commercial Avenue from 11th Street to 13th Street.

In 2016 the city developed conceptual designs intended to make Commercial Avenue a more pedestrian and bicycle friendly street, and to improve the visual appearance and economic vitality of the corridor from downtown south to the roundabout.

The first two blocks are funded for construction in 2021.

At this open house you will meet the project team and help us learn what your priorities are.

DATE AND TIME

Monday, December 9th
4 – 6 pm
(Stop by anytime)

WHERE

Anacortes City Hall
Council Chambers
904 6th Street

PROJECT AND CONTACT INFORMATION

Brandon Gonzalez
Project Manager
(206) 735-7466
brandongonzalez@altaplanning.com



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

December 2, 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
X Ed Gegen	RCW 36.70A.390
X Dawn Duncan-Lewis	The proposed 5-story bldg.
✓ Mayo McArdle	Resolution 2068 (maybe)
X Jeannette Olmsted	building Height maximum by
✓ Sharron Stringer	Madrone & Ordinance 5054
✓ Chuck Bush	APT Ordinance
Ron Hummel	
Jean Smith	

Continue on back of sheet as needed

12/3/19

Madame Mayor, City Council, and Planning Department

I am happy to have this opportunity to address you with regards to two issues that need to be resolved: the stoppage of the Madrona Project and Ordinance 3054.

The Madrona Project must we stopped for several reason including the following:

- Don Measamer, the Planning Department and the City Council failed to accurately define "affordable housing" to the citizens of Anacortes, thus misrepresenting the facts through this omission. The addition of the fifth floor went through because citizens were led to believe that the six 600 square foot apartments to be built in the additional space would be truly affordable or low cost housing so needed in our community.

The actual definition of affordable housing is based on the median income of the City which it ~~\$66,000~~^{65,000}. Affordable rent can be as high as 30% of \$65,000 or at least \$1700 per month – not a rent that our low wage/low income citizens can afford. Additionally I understand that the City Council has no authority to insure that that rent or lower will be maintained.

It seems to me that this misrepresentation of facts is reason enough to put a halt to the construction of the Madrona building. It started under false, misrepresented information.

- My second reason for asking the City Council to stop the Madrona project is because the traffic flow study used for the project was NINE YEARS old. Either Mr. Measamer and the Planning Department realized it and didn't call it out or they failed to perform their fiduciary duties to the citizens of Anacortes to protect them from this type of misrepresentation. Very concerning.
- Thirdly, Mr. Measamer, the Planning Department and thus the City Council did not require sufficient on-site parking for the number of tenants who will occupy the building. It appears that Mr. Measamer and the Planning Department are willing to accept on-street parking as the solution to that opportunity seized by the Madrona project.
- Lastly, I would like to call out another misrepresentation by Madrona, namely the impact of a tall building on the Jantzen property. Madrona's response to the SEPA question about the shadowing effect of their tall building stated that, "The property to the north of our project will be partially shaded during a portion of the day. However, this would have minimal impact on the potential use of solar energy".

I know that you are in receipt of the report of an independent solar energy contractor who was asked by Rene and Siggy Jantzen to determine the feasibility of installing solar panels to their property. As you are aware, that study reflected that the house will

receive no solar energy until about 3:00 in the afternoon, making the Jantzen's proposed improvement ineffective.

The Madrona response to the SEPA question was false and a misrepresentation of the facts. Either Mr. Measamer, the Planning Department and the City Council were aware of this false information, or common sense wasn't used to assess and question that SEPA response. Either way, once again, the citizens of Anacortes were provided false information for the sole purpose of getting the Madrona Project approved.

I am also requesting revisions or clarification of Ordinance 3054 so that there will be opportunity for the citizen's to express their preferences with regards to limiting building height in the R-4 residential zoning areas. The current ordinance must be amended to provide enough time for that work to be done and to include height restrictions. Six months is insufficient time.

Thank you.

Sharon Stringer

City Council Minutes – November 25, 2019

Mayor Laurie Gere called to order the Anacortes City Council meeting of November 25, 2019 at 6:00 p.m. Councilmembers Eric Johnson, Anthony Young, Ryan Walters, Brad Adams, Carolyn Moulton, Bruce McDougall and Matt Miller were present.

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Parks & Recreation Committee: Mr. Adams reported from the committee meeting the prior Thursday. He briefly summarized the topics discussed including the Parks Comprehensive Plan update which was scheduled to come back to Council at its December 16, 2019 meeting, the schedule for installing the repaired Washington Park boat launch, possible revisions to the Parks impact fees, and expansion of the sailing program.

Planning Committee: Mr. Walters reported that the committee meeting scheduled for earlier in the evening had been cancelled so committee members could attend the ribbon cutting at the Anacortes Family Center.

Finance Committee: Mr. Walters reported from the committee meeting the prior Friday at which the committee members discussed Parks impact fees and further analysis required to determine appropriate revisions to those fees.

Mr. Walters observed that Mr. McDougall wished to participate in absentia at the December 9, 2019 regular City Council meeting but had already participated in eight meetings in absentia during 2019, the maximum allowed by Resolution 2044, Section 4.3(e). Mr. Walters moved, seconded by Mr. Johnson, to suspend the rules of procedure to allow Mr. McDougall to participate in absentia at the December 9, 2019 meeting. Vote: Ayes – Young, Walters, Adams, Moulton, McDougall, Miller and Johnson. Motion carried.

Mayor Gere added Item 7d, Letter of Intent from Fidalgo Pool & Fitness Center, to the agenda.

Ms. Moulton reported that the recently completed Skagit County Homeless Housing Task Force report had been considered by the Skagit County Commissioners earlier in the day and that the Commissioners had approved a resolution to submit the report to the Washington State Department of Commerce. Ms. Moulton said the report was available on the Skagit County Public Health website. She said submission of the report would allow the county to qualify for State funding for homeless programs throughout the county.

Mr. Walters announced he was hosting a Ward 1 community meeting on November 26, 2019 at 6 p.m. at the Anacortes Public Library.

Mr. Miller reported from the Lodging Tax Advisory Committee meeting the prior week, anticipated to be the final of a series of LTAC meetings held since October. Mr. Miller advised that the committee's recommendation for awards would come before the full Council very soon for consideration and action.

Public Comment

Joe Verdoes, 13399 Driver Rd, addressed Council regarding the potential acquisition of the South Fidalgo Water System by the City of Anacortes. Mr. Verdoes said he was not for or against the acquisition but cautioned Council that the old wooden reservoir located in Summit Park was in extremely poor shape and visibly leaking. Mr. Walters advised that the city was aware of the condition of that reservoir and planned to eliminate it from the water system if the acquisition were to take place.

Consent Agenda

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

- a. Minutes of November 18, 2019 and November 19, 2019
- b. Approval of Claims in the amount of: \$345,580.13
- c. Contract Award: 2020-2022 Cartegraph Solutions and Subscription Agreement #20-005-ENG-001
- d. Contract Award: WWTP Restroom Upgrade #14-002-SEW-004
- e. Contract Award: Fidalgo Avenue Culvert Repair - Design #19-191-STM-001

The following vouchers/checks were approved for payment:

EFT numbers: 95375 through 95411, total \$89,693.10

Check numbers: 95412 through 95437, total \$267,677.48

Wire transfer numbers: 259235 through 259532, total \$3,322.78

OTHER BUSINESS

Ordinance 3052: Updating AMC Chapter 12.50, Street and Alley Vacation

City Attorney Darcy Swetnam presented a revised draft of Ordinance 3052 following its initial presentation and Council review at the November 12, 2019 City Council meeting. Ms. Swetnam's slide presentation was added to the packet materials for the meeting. She summarized the legal framework for the code revision, process requirements, and the problems with the current code, then outlined the proposed revision of the code. Ms. Swetnam presented a number of policy questions for Council to consider. Councilmembers discussed the ordinance language and requested a number of changes to the draft, as well as further staff suggestions on revised language regarding partial vacations.

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

Brian Wetcher, 814 26th Street, spoke to the longstanding practice of allocating vacated property adjacent to the Anacortes Community Forest Lands to the management of the ACFL. Mr. Wetcher requested that that past practice be codified.

Mr. Walters suggested that the code require Council to affirmatively determine as a part of each vacation which department would manage the city's portion of the vacated property.

Mayor Gere asked Ms. Swetnam to incorporate Council's suggestions and bring a revised draft of Ordinance 3052 back for consideration at the December 9, 2019 regular City Council meeting.

Regarding the policy questions Ms. Swetnam had presented, Councilmembers generally but not unanimously concurred with the staff recommendation to increase the threshold below which a formal appraisal would not be required to 5,000 square feet and to increase the required consideration for areas held longer than 25 years or obtained with public funds to 100% of their value.

Resolution 2067: Updating Purchasing Policy

Ms. Swetnam introduced draft Resolution 2067 which would adopt an update to the city's Purchasing Policy to address recent legislative changes and the need for more flexibility in unit price contracting. Ms. Swetnam's slide presentation was added to the packet materials for the meeting. She summarized the proposed changes and the rationale for those.

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

Mr. Miller moved, seconded by Mr. Johnson, to adopt Resolution 2067 updating the city's purchasing policy. Vote: Ayes – Walters, Adams, Moulton, McDougall, Miller, Johnson and Young. Motion carried.

At approximately 7:25 p.m. Mayor Gere called a five-minute recess. At 7:30 p.m. the mayor called the meeting back to order.

Contract Award: Municipal Broadband Network – Library to MSTs #19-175-FBR-002

Municipal Broadband Business Manager Jim Lemberg requested Council consent to award a contract in the amount of \$236,102.22 to Robinson Brothers Construction, Inc. (RBC) to perform the construction of Municipal Broadband Network – Library to MSTs project. Mr. Lemberg displayed a slide summarizing the key aspects of the proposed contract; his slide was added to the packet materials for the meeting. Mr. Lemberg and Ms. Swetnam responded to councilmember questions about the contract. Mr. Lemberg responded to councilmember questions about the fiber project timeline and budget.

Mr. Young moved, seconded by Mr. Johnson, to authorize the Mayor to sign contract 19-175-FBR-002 with RBC in the amount of \$236,102.22 to perform the construction of Municipal Broadband Network – Library to MSTs project. Vote: Ayes – Adams, Moulton, McDougall, Miller, Johnson, Young and Walters. Motion carried.

Letter of Intent from Fidalgo Pool & Fitness Center

Mayor Gere read a Letter of Intent from the Fidalgo Pool and Fitness Center that had been hand-delivered to her office earlier in the day. The letter, which was added to the packet materials for the meeting, expressed the Center's wishes to explore a partnership between FPFC and the City of Anacortes to construct and operate a shared facility on FPFC property adjacent to its current structure incorporating mutual goals, i.e. replacing the current obsolete pool with two pools; a community meeting space; child watch; ADA accessibility; increased programming capacity and safety features; a community/youth center with a regulation gymnasium; kitchen facilities; and space for arts/music/after-school/ ASAC activities, among other features. Councilmembers discussed a number of topics that would need clarification in the near future.

Mr. Walters moved, seconded by Mr. Adams, to accept the Fidalgo Pool & Fitness Center's Letter of Intent in spirit and to direct staff to produce a framework agreement for moving forward. Vote: Ayes – Moulton, McDougall, Miller, Johnson, Young, Walters and Adams. Motion carried.

There being no further business, at approximately 7:57 p.m. the Anacortes City Council meeting of November 25, 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 December 2, 2019 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
259561	8/14/2019	18339	SEASIDE AUTO BODY	REPAIRS- #011	\$ 584.81	dshop
259540	10/1/2019	267468	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 507.90	pwfac
259542	10/8/2019	266702A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 11.46	pwfac
259543	10/8/2019	267468A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 433.17	pwfac
259787	10/24/2019	ReimbHolden	HOLDEN, ALEXANDRA	MILEAGE	\$ 16.06	executive
259537	10/29/2019	2729058	FOSTER GARVEY PC	CLEAN WATER ACT CIIZEN SUIT MATTER 103	\$ 7,945.00	legal
259541	10/29/2019	2729057	FOSTER GARVEY PC	WATER TREATMENT PLANT MATTER 96	\$ 2,531.00	legal
259546	10/30/2019	252976	DEPT OF LABOR & INDUSTRIES	ELEVATOR INSPECTION FOR FORE STATION 1	\$ 114.10	pwfac
259736	10/31/2019	92859292	150-PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL	\$ 222.83	dwwtp
259770	10/31/2019	IN933287	NOANET	PER DIEM FOR PHASE 3 ENGINEERING SUPPORT - OCT 2019	\$ 82.00	pw1
259781	10/31/2019	IN933284	NOANET	PHASE 3 - FIBER NETWORK OPS, GIS, AND ENGINEERING SUPPORT - OCT 2019	\$ 3,986.25	pw1
259789	10/31/2019	1154635597	WILSON DDS, NICHOLAS J	DENTAL SERVICES, LEOFF1 RETIREE	\$ 239.00	hr
259874	11/1/2019	17989	FLOORING CONNECTIONS	APD PATROL ROOM REMODEL	\$ 18,875.76	pw1
258627	11/4/2019	806433	JCI JONES CHEMICALS INC	SODIUM HYPOCHLORITE 12.5% SOLUTION	\$ 4,757.98	dwwtp
259562	11/4/2019	18503	SEASIDE AUTO BODY	REPAIRS- VEH #173	\$ 1,107.60	dshop
258626	11/4/2019	4492395	TWO RIVERS TERMINAL, LLC	CALCIUM NITRATE	\$ 10,211.88	dwwtp
258624	11/4/2019	48404209	UNIVAR USA INC	SODIUM BISULFITE 38% SOLUTION	\$ 1,435.49	dwwtp
258628	11/4/2019	48404210	UNIVAR USA INC	SODIUM HYDROXIDE 25% SOLUTION	\$ 2,876.81	dwwtp
259535	11/5/2019	21934620	ARAMARK	OPS: STAFF SHIRTS	\$ 158.54	dshop
259857	11/5/2019	89368	WHITNEY EQUIPMENT CO INC	PROHANGER FOR MANHOLE ENTRY	\$ 547.85	dwwtp
259733	11/6/2019	19-39369	EDGE ANALYTICAL, INC	EFFLUENT TESTING	\$ 187.00	dwwtp
259755	11/6/2019	APD	ISLAND HOSPITAL	URINE DRUG SCREEN; NEW HIRE	\$ 29.00	apd
259691	11/6/2019	1315776	SURETY PEST CONTROL	OPS: MONTHLY PEST MAINTENANCE	\$ 65.22	dshop
259547	11/8/2019	317087	DOORMAN COMMERCIAL, LLC	DOOR LATCH REPAIR @ PUBLIC SAFETY FACILITY	\$ 717.42	pwfac
259731	11/8/2019	0245645-IN	REISNER DISTRIBUTOR INC	FUEL FOR THE INCINERATOR	\$ 3,835.11	dwwtp
259549	11/8/2019	1313476	SURETY PEST CONTROL	ASAC PEST CONTROL	\$ 92.40	pwfac
259635	11/11/2019	1991495463	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 76.31	dwwtp
259633	11/11/2019	0188-505854	CONSOLIDATED ELECTRICAL	WIRE	\$ 25.34	dwwtp
259750	11/11/2019	32446	NATIONAL BAND AND TAG CO.	2020 DOG TAGS/LICENSE - SHIPPED TO APD	\$ 246.40	apd

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
259545	11/11/2019	400002380865	PUGET SOUND ENERGY INC	LIBRARY DISCONNECT/RECONNECT FOR GENERATOR	\$ 2,669.57	pwfac
259855	11/11/2019	191611	T-SHIRTS BY DESIGN	PRIDE IN SERVICE ORDER (1ST ORDER)	\$ 925.16	hr
259534	11/12/2019	270384	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 206.88	pwfac
259692	11/12/2019	AN 69557	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 152.14	medic
259559	11/12/2019	1108809119	FERRELLGAS, LP	PROPANE- SHOP	\$ 62.20	dshop
259550	11/12/2019	11122019	FLOORING CONNECTIONS	COUNTER/SHELVING FOR HAM RAIDO OFFICE	\$ 1,733.77	pwfac
259867	11/12/2019	18076	FLOORING CONNECTIONS	LIBRARY MAIN FLOOR CARPET DESIGN & INSTALLATION	\$ 4,548.01	pw1
259557	11/12/2019	331 0489945	UNIFIRST CORPORATION	WATER DEPT LAUNDRY OF UNIFORMS	\$ 101.24	wdist
259301	11/13/2019	545810	FRONTIER BUILDING SUPPLY	PLYWOOD FOR DOOR LOCK PROP	\$ 24.07	medic
259563	11/13/2019	7353	IRONCLAD COMPANY	SNOW PLOW BLADE- #90013	\$ 2,733.81	dshop
259765	11/13/2019	108026	LAKESIDE INDUSTRIES, INC.	5/8" AND 3/4" ROCK SALES	\$ 505.69	dshop
259852	11/13/2019	107921	LAKESIDE INDUSTRIES, INC.	HMA 1/2" ASPHALT	\$ 323.16	wdist
259564	11/13/2019	0245797-IN	REISNER DISTRIBUTOR INC	TANK TESTING, CLEAR DIESEL #90006	\$ 2,016.29	dshop
259404	11/14/2019	92775081	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 4,935.25	dwtpt
259548	11/14/2019	001-451220	PISTON SERVICE OF ANACORTES	FUEL FILTERS- #423	\$ 149.05	dshop
259766	11/14/2019	300000300008	PUGET SOUND ENERGY INC	ENERGY BILLING FOR WWTP	\$ 15,576.31	dwwtp
259769	11/15/2019	2914-21911022	FCS GROUP	SEWER COST OF SERVICE AND RATE DESIGN STUDY - THROUGH 11/15/19	\$ 942.50	pw1
259782	11/15/2019	3102-21911071	FCS GROUP	SOLID WASTE COLLECTION ANALYSIS - THROUGH 11/15/19	\$ 7,828.75	pw1
259849	11/16/2019	1388367	MUNICIPAL EMERGENCY SERVICES	LITTER FOR ROPE RESCUE	\$ 1,132.65	medic
259853	11/16/2019	P12262-09	SONSRAY MACHINERY, LLC	CONDENSER #406	\$ 433.10	dshop
259854	11/16/2019	P12265.09	SONSRAY MACHINERY, LLC	FILTER RECEIVER FOR VEH #406	\$ 146.90	dshop
259636	11/18/2019	1991505195	ARAMARK	LAUNDRY SERVICE	\$ 76.31	dwwtp
259786	11/18/2019	101412	ASSOCIATION OF WASHINGTON	DECEMBER, SUPPLEMENTAL LIFE INSURANCE	\$ 547.10	hr
259775	11/18/2019	0542005-001	UNUM LIFE INS CO OF AMERICA	DECEMBER, LEOFF LONG-TERM CARE PREMIUM	\$ 1,024.90	hr
259632	11/18/2019	RE 41 JA2711 L160	WASHINGTON STATE DEPARTMENT	17TH ST & Q AVE SIGNAL LIGHT	\$ 223.38	dshop
259544	11/19/2019	270618A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 32.56	pwfac
259690	11/19/2019	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 10/19 - 11/18	\$ 115.75	medic
259754	11/19/2019	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 10/19-11/18/19	\$ 740.10	apd
259861	11/19/2019	912 800 0000 0	CASCADE NATURAL GAS CORP.	CARNEGIE 10/19-11/18/19	\$ 262.07	museum
259862	11/19/2019	199 800 0000 4	CASCADE NATURAL GAS CORP.	MUSEUM 10/19-11/18/19	\$ 36.08	museum
259870	11/19/2019	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 10/19-11/18/19	\$ 686.71	publib
259863	11/19/2019	40623	CORRECT EQUIPMENT, INC	PUMP TROUBLESHOOTING AND REBUILD TRAINING	\$ 275.00	dwwtp
259554	11/19/2019	19-43388	EDGE ANALYTICAL, INC	BACT ANALYSIS RAW	\$ 49.00	dwtpt

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
259536	11/19/2019	2731593	FOSTER GARVEY PC	CLEAN WATER ACT CITIZEN SUIT MATTER 103	\$ 5,004.50	legal
259538	11/19/2019	2731594	FOSTER GARVEY PC	WATER UTILITY ISSUES MATTER 21	\$ 5,067.05	legal
259539	11/19/2019	2731592	FOSTER GARVEY PC	WATER TREATMENT PLANT MATTER 96	\$ 11,954.87	legal
259552	11/19/2019	LTAC Invoice #1	RHOADES, LISA	LTAC 98221 ARTISTS STUDIO TOUR 2019	\$ 1,770.23	plan
259553	11/19/2019	LTAC Invoice #2	RHOADES, LISA	LTAC 98221 ARTISTS STUDIO TOUR	\$ 1,000.00	plan
259558	11/19/2019	331 0491041	UNIFIRST CORPORATION	WATER DEPT LAUNDRY	\$ 28.78	wdist
259698	11/20/2019	300-10065338	ALL BATTERY SALES & SERVICE	LED WORK LIGHTS- SHOP STOCK	\$ 398.21	dshop
259767	11/20/2019	00-2019-240 - 1	ALTA PLANNING AND DESIGN, INC	COMMERCIAL AVE CORRIDOR PLAN PHASE 1 - DESIGN - OCT 2019	\$ 18,608.58	pw1
259551	11/20/2019	LTAC 19-005-PLN-015	ANACORTES MUSEUM FOUNDATION	LTAC ANACORTES MUSEUM BROCHURE	\$ 5,000.00	plan
259560	11/20/2019	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; OCTOBER 2019	\$ 561.00	apd
259752	11/20/2019	014304641	GALLS, LLC.	NEW HIRE UNIFORM PIECES - NORRIS (INSTORE PICKUP)	\$ 990.42	apd
259753	11/20/2019	014304642	GALLS, LLC.	NEW HIRE UNIFORM PIECES - RHODES (INSTORE PICKUP)	\$ 1,070.93	apd
259868	11/20/2019	1399482	MUNICIPAL EMERGENCY SERVICES	ROPE RESCUE EQUIPMENT: HARNESSSES,	\$ 6,648.61	medic
259771	11/20/2019	3674	NW CLEANERS	2019-2020 JANITORIAL SERVICES - NOVEMBER 2019	\$ 4,539.00	pw1
259689	11/20/2019	001-451738	PISTON SERVICE OF ANACORTES	MISC FILTERS- SHOP STOCK	\$ 178.88	dshop
259851	11/20/2019	001-451725	PISTON SERVICE OF ANACORTES	BATTERY FOR #9906	\$ 532.59	dshop
259634	11/20/2019	X659074	PLATT ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES FOR NETWORK PROJECT	\$ 284.63	dwwtp
259693	11/20/2019	0246116-IN	REISNER DISTRIBUTOR INC	LUBRICANTS- SHOP STOCK	\$ 758.54	dshop
259772	11/20/2019	1190398	SKAGIT PUBLISHING LLC	PUBLISH AA-1966434 AA-1967192 AA-1967413	\$ 215.18	finance
259768	11/20/2019	17803	TRANSPORTATION SOLUTIONS INC	TRANSPORTATION CONCURRENCY MANAGEMENT SYSTEM - 10/10/19-11/15/19	\$ 1,185.89	pw1
259556	11/20/2019	331 0491216	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 83.55	dwwtp
259685	11/21/2019	1991511315	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 68.09	finance
259756	11/21/2019	1991511309	ARAMARK	APD NYLON MATS CLEANED	\$ 16.31	apd
259778	11/21/2019	1991511316	ARAMARK	OPS: MAT CLEANING 11/21/19	\$ 34.96	dshop
259642	11/21/2019	050-1130-02	BRITCHTA, DEBORAH & JASON	Refund for overpayment on closed account	\$ 112.13	finance
259780	11/21/2019	1790899037	CASCADE DENTAL, LLC	DENTAL SERVICES, DOS: 11/21/19	\$ 150.00	hr
259864	11/21/2019	11/21/2019	FIDALGO CLEANING	CARNEGIE CLEANING 11/7-11/21	\$ 140.00	museum
259641	11/21/2019	170-0880-02	FRASER, ROBERT	Refund for overpayment on closed account	\$ 11.55	finance
259697	11/21/2019	812-6873	GCR TIRES & SERVICES	TIRE- SHOP STOCK	\$ 301.41	dshop
259628	11/21/2019	31-C19034637:1	HORAK, SUSAN	REFUND AMBULANCE OVERPAYMENT	\$ 79.56	finance
259643	11/21/2019	140-0260-00	KELLER, MICHAEL	REFUND ON OVERPAYMENT	\$ 44.69	finance
259761	11/21/2019	337960	L.N. CURTIS & SONS	FREIGHT ON FOAM ORDER (DOC # 259166)	\$ 185.30	medic

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
259637	11/21/2019	740034	LW PRODUCTS CO, INC	HATCHES FOR PS 11 & 02	\$ 5,312.97	dwwtp
259640	11/21/2019	091-0370-01	PEICKERT, ROSS	Refund for overpayment on closed account	\$ 114.45	finance
259688	11/21/2019	001-451836	PISTON SERVICE OF ANACORTES	FITLERS- SHOP STOCK	\$ 18.62	dshop
259740	11/21/2019	001-451838	PISTON SERVICE OF ANACORTES	FILTER- #200	\$ 21.95	dshop
259741	11/21/2019	001-451856	PISTON SERVICE OF ANACORTES	FILTER- #200	\$ 14.79	dshop
259743	11/21/2019	001-451853	PISTON SERVICE OF ANACORTES	PARTS CLEANER- #200	\$ 15.22	dshop
259639	11/21/2019	031-1460-02	VANDERPOOL, NATHAN	Refund for overpayment on closed account	\$ 89.99	finance
259744	11/22/2019	812-6894	GCR TIRES & SERVICES	LOOSE FLAT- VEH #304	\$ 44.03	dshop
259746	11/22/2019	41600338467	LES SCHWAB TIRE CENTERS	REPLACE FRONT TIRES- VEH #200	\$ 226.55	dshop
259748	11/22/2019	MV224555	MOTOR TRUCKS, INC	WINDSHIELD FLUID PUMP- #609	\$ 55.38	dshop
259888	11/22/2019	MV224578	MOTOR TRUCKS, INC	AIR GOVERNOR- #220	\$ 46.83	dshop
259785	11/22/2019	804403	PACIFIC LAMP & SUPPLY COMPANY	IN LINE VOLTAGE LED LAMPS	\$ 4,765.47	pwfac
259738	11/22/2019	001-451951	PISTON SERVICE OF ANACORTES	FILTER- VEH #831	\$ 12.59	dshop
259739	11/22/2019	001-451928	PISTON SERVICE OF ANACORTES	FILTER- #17901	\$ 7.49	dshop
259735	11/22/2019	8128605718	SHRED-IT USA, LLC	CONTAINER SHREDDING - CITY HALL	\$ 48.46	hr
259759	11/22/2019	8128603076	SHRED-IT USA, LLC	OLD RECORDS DESTROYED - APD	\$ 60.00	apd
259763	11/22/2019	114-9485503	UNITED SITE SERVICES, INC	PORTABLE FOR STA 3 CONSTRUCTION:	\$ 60.66	medic
259760	11/23/2019	00005W5A83479	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 11-23-19	\$ 9.28	apd
259856	11/25/2019	1991515111	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 76.31	dwwtp
259737	11/25/2019	989 800 0000 8	CASCADE NATURAL GAS CORP.	WWTP 10/19-11/18/19	\$ 34.52	dwwtp
259734	11/25/2019	7198	DEPARTMENT OF ECOLOGY	WASTEWATER OPERATOR CERTIFICATION	\$ 64.00	dwwtp
259774	11/25/2019	19-054-FAC-0061	DOORMAN COMMERCIAL, LLC	RETAINAGE RELEASE	\$ 357.50	pw1
259745	11/25/2019	WAANA121171	FASTENAL COMPANY	PVC COUPLINGS	\$ 15.57	dwwtp
259757	11/25/2019	11/25/219	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 700.00	apd
259850	11/25/2019	2732542	FOSTER GARVEY PC	KOFFEL PROPERTY CONDEMNATION MATTER #104	\$ 598.00	legal
259784	11/25/2019	ReimbGere	GERE, LAURIE	MILEAGE	\$ 349.97	executive
259887	11/25/2019	MV224682	MOTOR TRUCKS, INC	PURGE VALVE KIT- #220	\$ 64.07	dshop
259751	11/25/2019	32385	NATIONAL BAND AND TAG CO.	2020 DOG TAGS/LICENSE - SHIPPED TO PETDATA	\$ 216.00	apd
259884	11/25/2019	001-452098	PISTON SERVICE OF ANACORTES	HYDRAULIC ADAPTER- #90006	\$ 11.57	dshop
259865	11/25/2019	P1829-2R	QCC QUALITY CONTROLS CORP.	TELEMETRY RTU FOR WWTP SYSTEMS GENERATOR MONITORING	\$ 18,398.56	dwwtp
259783	11/25/2019	108993	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES	\$ 346.50	hr
259860	11/25/2019	191702	T-SHIRTS BY DESIGN	PRIDE IN SERVICE ORDER (2ND INVOICE)	\$ 842.60	hr
259758	11/25/2019	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 8/1/2019 - 8/31/2019	\$ 67.00	finance
259742	11/25/2019	111353	WALTON BEVERAGE COMPANY, INC	WWTP BREAKROOM SUPPLIES	\$ 52.50	dwwtp
259749	11/25/2019	ReimbWynn	WYNN, KATHRYN	WORK BOOTS FOR KW	\$ 130.39	dwwtp

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
259879	11/26/2019	LTAC Chamber 112619	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER EXPERIENCE ANACORTES	\$ 31,019.66	plan
259873	11/26/2019	11019	DEMCO SOFTWARE	EVANCED SUBSCRIPTION	\$ 707.81	publib
259859	11/26/2019	11312	ENGINEERED PROCESS CONTROL LLC	THERMATEL REPLACEMENT SCREEN	\$ 349.38	dwwtp
259872	11/26/2019	18185	ENTERPRISE OFFICE SYSTEMS INC	OFFICE SUPPLIES	\$ 18.60	publib
259890	11/26/2019	MV224754	MOTOR TRUCKS, INC	CHECK VALVE REPAIR KIT- #220	\$ 35.14	dshop
259882	11/26/2019	001-452177	PISTON SERVICE OF ANACORTES	FUEL FILTER- #304	\$ 27.97	dshop
259883	11/26/2019	001-452176	PISTON SERVICE OF ANACORTES	OIL FILTER- #304	\$ 8.77	dshop
259885	11/26/2019	001-452102	PISTON SERVICE OF ANACORTES	BLACK PAINT- #025 & #012	\$ 75.54	dshop
259875	11/26/2019	331 0492156	UNIFIRST CORPORATION	WATER DEPT LAUNDRY	\$ 55.33	wdist
259732	12/1/2019	20191201	CHOWANEC, WILLIAM	STA # RENT: DECEMBER	\$ 2,235.00	medic
259387	12/5/2019	19-084-FAC-0021	DOORMAN COMMERCIAL, LLC	RETAINAGE RELEASE	\$ 596.90	pw1
259389	12/8/2019	19-159-LIB-0011	VALLEY CABINETS & MORE INC	RETAINAGE RELEASE	\$ 358.00	pw1

Total **\$248,898.48**



City Council Contract Agenda Bill

Meeting Date: 12/2/2019 **Agenda Item:** 5c

Subject: Contract Award – Guemes Channel Trail Tall Wall Replacement Design #19-146-PRK-002

Staff Contact: Fred Buckenmeyer

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

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$47,440.00 to Coastal Geologic Services, Inc. to perform the design of the Guemes Channel Trail Tall Wall Replacement project. The work provided for this project will include geotechnical assessment, design, project support, and construction support services to the City for the tall wall reach of the Guemes Channel Trail.

Background:

1. **History:** The wall, constructed in 2010 as part of the Ship Harbor Development, protects a sewer manhole and sewer main. The wall is damaged and is failing. The City is hiring Coastal Engineering to design and help construct a new wall in 2020.
2. **Key Terms:**
 - Contract is on a time-and-materials basis not-to-exceed \$47,440.00.
 - The period of performance under this Agreement is through December 31, 2020.
3. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 19-146-PRK-002 with Coastal Geologic Services, Inc. in the amount of \$47,440.00 to perform the Guemes Channel Trail Tall Wall Replacement Design.

Alternative Actions: Not award the contract

Attachments: Contract 19-146-PRK-002

Contractor	Coastal Geologic Services, Inc.
Contract Amount	\$47,440.00
Earmarked Funds	\$2,199,000.00
BARS #	440.000.594.35.63
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/20



AGREEMENT 19-146-PRK-002
Between
THE CITY OF ANACORTES
AND
COASTAL GEOLOGIC SERVICES, INC.

Guemes Channel Trail Tall Wall Replacement Design

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Coastal Geologic Services, Inc., hereinafter referred to as the "Consultant"; alleged

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

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

1. **Scope of Work**. Under this Agreement, the Consultant shall provide geotechnical assessment, design, project support, and construction support services to the City for the tall wall reach of the Guemes Channel Trail. Work is detailed in Exhibit A, which is hereby incorporated by reference and made a part hereof. Advance coordination and approval of the work shall be made with the Project Manager, Eric Shjarback, who may be contacted at (360) 299-1980 or erics@cityofanacortes.org.

2. **Price and Payment Terms**. The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Forty-Seven Thousand Four Hundred Forty Dollars (\$47,440.00)**.

3. **Period of Performance**. The period of performance under this Agreement is from inception through December 31, 2020.

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

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

The Consultant shall give immediate written notice, reference Clause **Notices**, of any action or suit filed and prompt notice of any claim made against the Consultant by any sub Consultant or vendor that, in the opinion of the Consultant, may result in litigation related in any way to this Agreement, with respect to which the Consultant may be entitled to reimbursement from the City.

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

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

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

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

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

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

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

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

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

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

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

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

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrences form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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

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

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

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

G. Verification of Coverage: Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

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

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

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

15. **Standard of Care.** The Consultant represents that Consultant has the necessary knowledge, skill, and experience to perform the Services required by this Agreement. Consultant and any persons employed by Consultant shall use their professional skill and efforts to perform the Work in a professional manner consistent with sound engineering practices, in accordance with the usually and customary professional care required for services of the type described in the Scope of Work herein provided at the same time and in the same locale. The City's remedy for a failure to meet the above Standard of Care shall be the re-performance of the Service or an equitable adjustment in the monies paid for the Professional Services, at the City's discretion

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

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

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

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

20. **Right to Terminate Agreement.**

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

B. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

21. **Changes/Additional Work.** The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions

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

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

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

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

25. **Disputes**

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

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

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

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

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

City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City.

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

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

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

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

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

CITY:

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

CONSULTANT:

Coastal Geologic Services, Inc.
Jim Johannessen
1711 Ellis St, Ste. 103
Bellingham, WA 98225-4655

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

CITY OF ANACORTES

COASTAL GEOLOGIC SERVICES, INC.

By _____
Laurie Gere, Mayor

By _____

Date _____

Title _____

Date _____

**Guemes Channel Trail, “Tall Wall” Replacement Design, 2020
Phase 2
North Shore Anacortes, WA
Scope of Work and Budget**

**Prepared for: City of Anacortes Public Works Department,
Eric Shjarback, City Engineer**

Prepared by: Coastal Geologic Services, Inc.



November 18, 2019

Objective and Introduction

At your request, Coastal Geologic Services, Inc. (CGS) is providing a proposed scope of work and fee proposal for designing a replacement to the “tall wall” reach of the Guemes Channel Trail in Anacortes, WA. This work is proposed by the City of Anacortes Public Works Department (the client, referred to as “City” herein), and builds upon work done in Phase 1 of this project (Tasks 1 and 2 completed in late summer 2019) to develop proposed shore protection and structure repair recommendations for this reach. This scope of work reflects the tasks outlined in discussions and meeting with Eric Shjarback in August and September 2019.

The Guemes Channel trail is located on the north shore of Fidalgo Island atop a repurposed railroad grade and extends from the Ship Harbor Interpretive Preserve at the cul-de-sac at the end of Edwards Way to approximately the west side of Lovric’s Sea Craft shipyard. This reach of shore protection was damaged during recent storm events, threatening adjacent infrastructure. The purpose of this work will be to develop a design for repair of the existing shore protection structures in the tall wall reach near the west end of the trail, to provide project planning and support services, and to provide bid and construction services for project implementation. This work will be described in greater detail below.

Scope of Work

The following tasks have been developed for CGS to provide geotechnical assessment, design, project support, and construction support services to the City for the tall wall reach of the Guemes Channel Trail.

Project Management, Staffing, and Site Assessment

CGS will be the prime consultant and will provide the overall management of the project. Project management costs are appropriately split between the tasks below and include communication using email and phone communication to ensure a successful project. Wei Chen, PE and PhD, will serve as project manager for this scope of work. Jim Johannessen, Licensed Engineering Geologist and MS, will

also work on the project. CGS will maintain regular and frequent communication with the City to keep the project on track.

Task 1. Tall Wall Replacement Design

This task concerns work at the higher, western section of the Guemes Channel Trail, specific to the protective rock wall of approximately 150-160 FT long which protects sewer lines and a large stormwater outfall, which has experienced damage during recent winter storm events. CGS will provide geotechnical assessment recommendations on the development of the upper wall tie-back; provide preliminary design concepts, specifications, and cost estimates; and develop the final project design, specifications, and cost estimates based on feedback and approval by the City. The intent of this work is to protect the sewer lines and other infrastructure. This task builds upon recommendations developed by CGS in Phase 1 of this project.

Cost estimates will be provided for both the preliminary design and final designs. Revisions and refinements applied to the preliminary design will be reflected in the final cost estimates. Special provisions will be described and documented in the final design report.

Task 1 Deliverables:

- Preliminary design (60%) design package, including design sheet set (PDF) with cover sheet; existing and proposed conditions in plan view and cross sections, notes; project specific specifications, and cost estimate
- Final design report (100%) in PDF format, including design sheet set (PDF) with cover sheet; existing and proposed conditions in plan view and cross sections, notes; project specific specifications, and cost estimate

Task 1 Assumptions:

- Design work by CGS will not include any roadway or utilities elements
- Technical specifications will be brief special provisions unique to this project in WSDOT compatible format. A complete specification package will not be developed.
- Construction contract language will not be developed
- Design sheet will be at 11 x 17" size, with all information legible if printed or used at 8.5" x 11" size; a separate 8.5" x 11" sheet set will not be developed
- Cost estimates will be developed based on our best estimate of the project based on the draft and final engineering design, and on professional experience obtaining recommended materials for similar projects

Task 2. Project Planning and Support

This task includes CGS conducting the following project work in support of City staff and objectives, led by CGS Senior Coastal Engineer, Chen:

1. Kickoff meeting/field visit, to be scheduled for early in the year 2020. This kickoff meeting will take place at the project site and will include City participants and other relevant parties.
2. Project management tasks and meetings, as described previously in the "project management" section
3. Meeting and communication with City staff and permit consultant (in-person)

4. Other pre-project support, as needed.

Task 2 Deliverables

- Attendance (in-person) at the project kick-off meeting with the City and other relevant parties
- Meeting and communication with staff and permit consultant
- Limited technical support for permitting (up to 9 hours)
- There are no written deliverables set for Task 2

Task 2 Assumptions

- CGS will not manage and stages of project permitting

Task 3. Bid and Construction Services

This task includes CGS assisting with construction planning and construction oversight in support of City staff. CGS engineering staff will provide construction supervision and oversight to inspect materials, monitor construction progress and conduct site inspections to ensure the construction meets design requirements. CGS will provide the following construction services for the repair project, led by CGS Senior Coastal Engineer, Chen:

1. CGS will review and respond to up to 4 requests for information (RFIs) from prospective bidding contractors.
2. CGS will review and provide written comments to the City up to approximately 3 final submitted bids for the project.
3. Off-site oversight: review and approve material specs; coordinate with on-site representative/City engineer on potential questions; review construction in-progress photos.
4. CGS engineer (coastal and/or geotechnical) will conduct three trips to provide construction oversight, inspection, and direction:
 - a. First trip: at the beginning of construction; primarily to oversee and inspect marking and staking, toe excavation, and construction of the first section
 - b. Second trip: nearing 30% completion
 - c. Third trip: at the time of substantial completion of the project, while the contractor still has equipment and staff on site. The purpose of this trip will be to determine which elements are completed and to create a list of project details and elements which still need to be completed. This list will be transferred to the City, and City personnel will oversee the completion of the project

Task 3 Deliverables:

- Response within 48 hours of receipt of RFI and other information
- Email response with review comments on up to 3 submitted bids for the project
- Email response with review comments on construction issues
- On-site construction oversight using available hours, in support of City staff

Task 3 Assumptions

- Minimum of 1 weeks' notice for CGS representation onsite during implementation

Assumptions for all Tasks

- The City will provide background information as available including historic aerial photos, as-built drawings and/or older topographic mapping if it exists
- CGS will not be responsible for working with adjacent landowners
- This scope does not include any reporting that is not explicitly stated
- The County does not require a standard title block; CGS will provide a title block of their choosing, size: 22 x 34", scalable to 11 x 17". We will use CGS CAD standards.
- Technical specifications unique to the project will be special provisions in CGS format (only).
- A separate 8.5" x 11" sheet set will not be developed.

Cost Proposal

CGS will use the 2020 Fee Schedule, attached. The cost, including all labor, materials, and other expenses for this project shall not exceed the total base budget amount of \$47,440.00. Budget may be shifted between tasks, but the total here will not be exceeded without prior approval by the City.

Task Name	Cost
Task 1. Tall Wall Replacement Design	\$29,174
Task 2. Project Planning and Support	\$9,518
Task 3. Bid and Construction Services	\$8,748
Total	\$47,440



City Council Contract Agenda Bill

Meeting Date: 12/2/2019 **Agenda Item:** 5d

Subject: Contract Amendment – Residential Recyclables and Residential Organics Collection Agreement 15-102-SAN-001

Staff Contact: Fred Buckenmeyer

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

Action Type: Contract Amendment

Summary Statement: City staff seeks Council consent to issue a contract amendment to contract 15-102-SAN-001 with Waste Management in order to update and amend the Recyclables List.

Background:

1. Reason for Contract Change: Due to the new material bans and 0.5% contamination limits, Waste Management has requested removing items from the recyclables list.
2. Key Terms: updates and amends the Recyclables List, no other changes to terms and conditions.

Previous Council/Committee Action: On March 16, 2015, City Council approved the [Residential Recyclables and Residential Organics Collection 2015-2025 Contract](#). City Council approved an [amendment](#) to the contract on [April 25, 2016](#). Council was presented with Waste Management's request to increase residential recycling rates on [December 3, 2018](#). At the [November 18, 2019](#) meeting Council directed staff to prepare a contract amendment.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract Amendment 2 with Waste Management, under Contract 15-102-SAN-001.

Alternative Actions: N/A

**SECOND AMENDMENT TO THE
RESIDENTIAL RECYCLABLES AND RESIDENTIAL ORGANICS
COLLECTION AGREEMENT
BETWEEN THE CITY OF ANACORTES, WASHINGTON
AND
WASTE MANAGEMENT OF WASHINGTON, INC.**

THIS SECOND AMENDMENT TO THE RESIDENTIAL RECYCLABLES AND RESIDENTIAL COLLECTION AGREEMENT BETWEEN THE CITY OF ANACORTES, WASHINGTON AND WASTE MANAGEMENT OF WASHINGTON, INC. (this "Amendment") is dated _____ by the City of Anacortes, Washington, a municipal corporation (the "City"), and Waste Management of Washington, Inc. ("Contractor"). Each of City and Contractor may hereafter be referred to as a "Party" or together as the "Parties."

RECITALS

- A.** The City and Contractor entered into an Agreement dated May 14, 2015 to provide residential recyclables and residential organics collection within the City of Anacortes (the "Agreement");
- B.** The Parties executed a First Amendment on or about June 6, 2016; and
- C.** The Parties now desire to further revise and amend the Agreement to address the effects of recycling markets.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

- 1. Attachment C.** Attachment C, Recyclables List, is hereby updated and amended as attached.
- 2. Full Force and Effect.** Except as otherwise provided in this Second Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

CITY OF ANACORTES, WASHINGTON

By: _____

Name: Laurie Gere

Title: Mayor

WASTE MANAGEMENT OF WASHINGTON, INC.

By: _____

Name: _____

Title: _____

Attachment C
Recyclables List

MATERIAL TYPE	DESCRIPTION	PREPARATION INSTRUCTIONS	EXCLUSIONS
Glass	Food or beverage containers	Remove lids; empty of all food or liquids. Labels do not need to be removed.	Leaded glass: windows, mirrors, baking dishes, storage dishes, ceramic, plates, glassware, storage/canning jars.
Paper	- Office paper, copy paper, construction paper - Newspaper and paper inserts - Magazines and paper inserts - Catalogs - Cardboard - Mail and paper inserts - Envelopes - Paper bags - Cereal, cookie and cracker boxes - Paper towel tubes - Toilet paper tubes - Tissue boxes - Non-foil wrapping paper - Kraft paper bags or boxes	Remove plastic bags (exterior or interior), plastic packaging, metal, electronics, magnets, twine, straws, lids and any food or liquids. Must be dry. Plastic windows in paper envelopes okay.	Shredded paper; paper envelopes with bubble wrap liners, insulation liners or envelopes made from plastic (Tyvek); laminated paper, stickers, labels, photos, carbon paper, receipts, paper affixed to magnets; wax or poly-coated cups, cartons, or aseptic containers; pet food bags; mixed material bags; wet or soiled paper; paper with large amounts of paint or glue.
Cardboard	- Cardboard boxes - Cardboard packaging - Cardboard beverage 'flats' or nursery 'flats'	Flatten all cardboard. Remove all interior packaging, block foam, packing peanuts and exterior plastic wrap. Do not bundle with tape or twine. External tape okay. Oversized cardboard can be placed next to card/container. Must be dry.	Waxed cardboard, wet cardboard
Metal	Tin, aluminum and steel food or beverage containers	Remove all exterior packaging; remove lids; empty of all food or liquids. Labels do not need to be removed.	Aluminum foil and trays; sharp or greasy metal; batteries; propane tanks, microwaves; electrical cords; cell phones; car snow chains. Empty aerosol cans, Metal appliances
Plastic	- PET/PETE bottles (#1 plastic) - HDPE bottles/jugs (#2 plastic) - Dairy tubs, e.g. butter, yogurt, cottage cheese (#5 plastic)	Plastic bottles with plastic screw-on lids are okay <u>if</u> lids are screwed back on, remove all other lids; remove straws; empty of all food, liquids or other debris. Labels do not need to be removed.	#3, #4, #6 & #7 plastics, plastic bags, plastic cups, plastic film; plastic bottles that contained HHW listed materials; deli, bakery and produce clamshell containers; loose lids – any size; plant trays; PVC; large rigid plastic (outdoor furniture, laundry baskets, swimming pools, toys, etc.); hoses; landscaping/sprinkler tubing.



City Council Agenda Bill

Meeting Date: 12/2/2019 **Agenda Item:** 5e

Subject: Street Fair Application: Revised Christmas Tree Lighting Event

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

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

Summary Statement: Revised Street Fair Application for Christmas Tree Lighting Event December 6, 2019 – 5 p.m. - 8 p.m.

Background: Annual community event on Friday, December 6, by Anacortes Chamber of Commerce, includes lighting of Christmas tree, stage performances, Santa Claus, music and hot cocoa. Event coincides with December Art Walk. Street closure revised to include Commercial Ave from 2nd Street to the north side of 10th Street and 9th Street between O and Q Avenues. Event time extended to 8 p.m.

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 street fair application as submitted

Alternative Actions: Deny the request(s)

Attachments (listed in order presented): Revised Christmas Tree Lighting Application, permit memo & map.



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: 10/9/19

Stephanie Hamilton - President / CEO

Name and Title – Printed

[Signature]

Signature

[Signature]

Name and Title – Printed

Signature



STREET FAIR APPLICATION

Date Received: 11/22/19 Received by: JKS City Council Approved: _____

NAME OF EVENT Christmas Tree Lighting

DATES of Event 12/6/19

TIME of Day 5:15 - 7:15 pm

NATURE/PURPOSE of Event Community Tree Lighting Celebration

PARTICIPANTS/Attendees (estimated number) 750

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) _____

Tree lighting and stage performances in the chamber parking lot, overflow into commercial and 9th street.

DESCRIPTION of Event christmas event with carolers, bands, santa, tree lighting & hot cocoa.

FACILITIES requested (street, sidewalk, park, etc.) please close 9th from the back parking lot of the chamber to the west side of commercial. Please close commercial from 10th to 9th & at 9th & D street 10th to 2nd street

Dates/hours requested 5:15 - 7:15 pm 12/6/19 5:30-8:00 pm

EQUIPMENT requested Reader Board, barricades & auxiliary patrol

Dates/hours requested 5:00 - 7:15 pm

SERVICES requested (eg. Custodial, traffic control) Traffic control

Dates/hours requested 5:15 - 7:15 pm

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

Street parking.

INSURANCE (Certificate of Insurance must be submitted with Application)

Let us know if you don't have one

Required X Not Required _____

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

NO FEES

APPLICANT/ORGANIZATION (Name) Anacortes chamber of commerce

Name of responsible person Stephanie Hamilton Phone # 360 293 7911

Address 819 Commercial Ave, suite F

Anacortes chamber of commerce

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

Contact Name Bridget Fry Phone # 360 293 7911

Contact Address 819 Commercial Ave Suite F, Anacortes, WA 98221

Email Address bry@anacortes.org Website address Anacortes.org

Event Address 819 Commercial Ave Hours of Event 5:15-7:15

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 [Signature] Date 10/9/19

* FOR OFFICE USE ONLY *

	Initials	Comments (Stipulate Conditions of Approval on Reverse)
Mayor		
Building	DM	
Fire	DO	
Parks	JL	
Police	JS	
Public Works	FB	
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.



MEMO

TO: City Council Members, Mayor Gere
FROM: Fred Buckenmeyer, Director of Public Works
DATE: December 2, 2019
SUBJECT: Revised Anacortes Chamber Christmas Tree Lighting Event 12/6/19

Sponsor/Organizer: Anacortes Chamber of Commerce, Stephanie Hamilton

Location REVISION: Commercial Ave from the north side of 10th Street to 2nd Street and 9th Street between Q and O Avenues.

Dates & Times REVISED:

Friday, December 6, 2019

5 p.m. to 8 p.m.

Background: Annual Christmas Tree lighting event at Chamber; coincides with December Art Walk and includes stage performances in the parking lot with overflow into street.

Parking Restrictions:

Restricted in designated areas

Public Works Services:

None

Police Services: Traffic Control

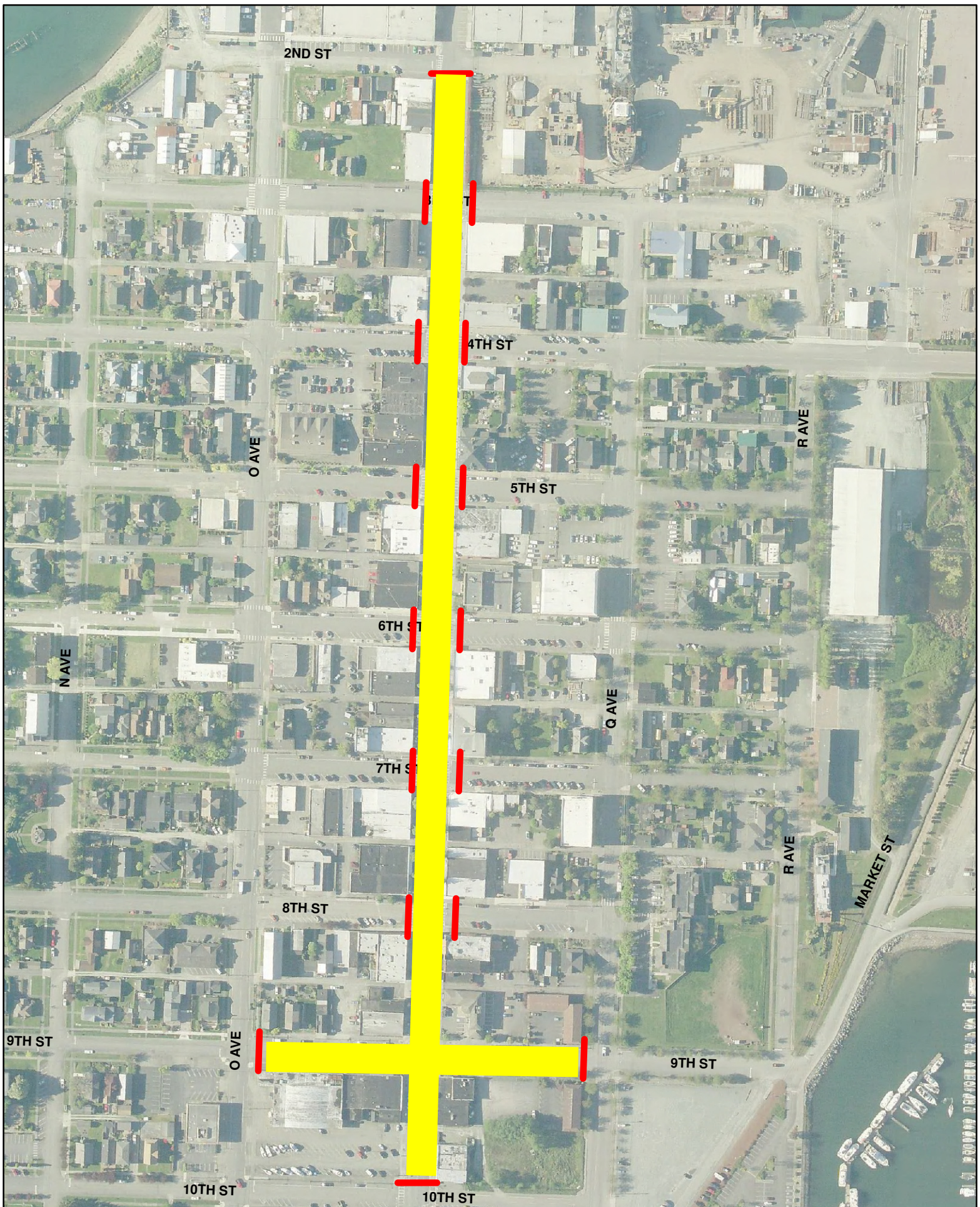
Recommendations: Staff recommends approval subject to applicant's submitted request

Proposed Motion: Recommend approval

Emergency Contact Numbers:

Bridget Fry, 360-293-7911

cc: Marcia Hunt



Holiday Festival Commercial Avenue Street Closure



City Council Agenda Bill

Meeting Date: 12/2/2019

Agenda Item: 6a

Subject: Update of the sewer rates to reflect cost of service

Staff Contact: Steve Hoglund, Fred Buckenmeyer

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

Action Type	
X	Ordinance No. 3059
	Code Revision?
X	Resolution No. 2062
	Contract
	Public Hearing
	Staff Report

Summary Statement: To match City code with the City Unified Fee Schedule, some updates are necessary to Title 13.

Background: After several reviews and discussion to update sewer rates to be more equitable between Residential and Commercial rates, City Council generally agreed this would be acceptable and would approve the updated unified fee schedule along with some amendments to Title 13 of city code, removing old language and outdated rates and correctly referencing the Unified Fee Schedule. Also updated in Title 13 is the removal of the categories for the average winter water use (AWWU) and replacing said categories with a true average for each residence.

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 3rd council meeting, October 1st CFC, October 7, October 21, and November 18th Council meetings.

Competing Viewpoints Considered: Sewer rates should not be adjusted.

Recommended Motion: I move to adopt ordinance 3059 and resolution 2062.

Alternative Actions: [Click here to enter text.](#)

Attachments (listed in order presented): Ordinance 3059 and Resolution 2062

**City of Anacortes
Ordinance No. 3059**

**An Ordinance of the City of Anacortes, Washington, updating Title 13 of the
Anacortes Municipal Code, Public Services**

Whereas the City has authority over public services of the City, as provided in Title 13;
and

Whereas the City needs to update certain provisions of Title 13 to allow for billing for
certain City utility charges through the City's Unified Fee Schedule;

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

Section 1. That Title 13 is hereby amended as shown in the attached Exhibit A.

Section 2. This ordinance shall take effect five (5) days from and after its passage,
approval and publication in the manner required by law.

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

Exhibit A

13.08.020

Change of fees.

Any fees and charges herein set forth may be changed by resolution of the city council, without amendment to this chapter.

A. The maximum amount charge for residential customers shall be established by the average winter water use (AWWU) during the previous months of November, December, January, and February. Each customer usage shall be evaluated with the AWWU set on or about April 1st of each succeeding year.

The AWWU shall be established for each customer and be used to set the maximum water use identified to assess the sanitary sewage charges.

If the customer's premises is vacant for one or more months of the four winter months, the customer's account shall be set at AWWU using at least six hundred cubic feet of water per month.

For multifamily, public authorities, commercial, and industrial facilities, wastewater charges will be comprised of a base charge relating to water meter size equivalency and a commodity charge relating to water use and wastewater strength.

2. The commodity charge shall be based on water use and wastewater strength. Charges shall be on a block rate, with the block rate increasing based on strength of the waste, as follows:

Classification

Waste Strength

Block Rate (\$)

COMMODITY CHARGE

SIC # 1

<300 mg/l BOD or TSS

1.92/100 ft³

SIC # 2

301—500 mg/l BOD or TSS

2.38/100 ft³

SIC # 3

501—700 mg/l BOD or TSS

4.64/100 ft³

SIC # 4

>700 mg/l BOD or TSS

0.74/100 ft³, plus \$1.01/lb BOD, plus \$0.62/lb TSS

SIC = Standard Industrial Code. Each commercial and industrial account shall be assigned to an SIC upon connection to the sewer system.

Water use may be measured at the customer's water meter, or by installation of a sewage meter. The city may, at the request of the business owner, install and maintain sewage meters, the cost of which shall be paid by the customer.

C. For each separate residence receiving sanitary sewer service, but not receiving city water, or which is under change of ownership (new owners), or is a newly constructed home, the charge shall be the same as the residential customer using at least six hundred cubic feet of water per month.

D. Dumping of septic waste materials into the Anacortes sewer treatment plant will require the purchase of a septage discharge card. Septage tipping fees will be charged as determined by the UFS.

A differential rate will be charged for septage that originates from areas off of Fidalgo Island, and for leachate from Skagit County.

E. A one-time general facility charge (GFC) shall be charged to all new customers for each equivalent residential unit (ERU). An ERU shall be defined as one hundred ninety-two gallons per day. The GFC shall represent a fair and equitable share of historic and future costs of the city's sanitary sewer collection and treatment structures and facilities.

1. Each single-family or duplex living unit shall be defined as one ERU. Each residential unit in a multifamily structure with three or more residential units shall be considered a 0.8 ERU. ERU determinations for commercial and industrial uses will be based on the type of building and sewer use per Table 13.08.020 ERU Determination Alternative of this section.

2. The GFC charge for new sewer connection or expanded sewer service shall be determined by multiplying the GFC times the total number of ERUs.

F. There shall be added to the sewer rates established hereunder an amount equal to any utility tax established by ordinance of the city and assessed by the city upon a sewer utility, which amount shall also be payable on a monthly basis.

The following are the definitions of the classifications used in establishing the ERUs.

1. "Single-family residence" is defined as a building containing one kitchen, designed and/or used to house not more than one family, including all necessary employees of such family, such building having a single sewer service connection. Manufactured homes occupying a separate lot and providing permanent housing with a separate sewer connected shall be classified as a single-family residence.

13.08.025

Sewer treatment plant access card.

Any person wishing to dump septic waste material directly into the Anacortes sewer treatment plant shall first obtain an access card from the Anacortes sewer department in order to gain access to the plant. A fee shall be charged for issuance of an original access card. A fee shall be charged to replace any damaged or destroyed cards and a fee shall be charged to replace any lost cards. (Ord. 2064 § 2, 1988)

13.08.035

Minimum rates for utility service.

A. During periods when residences are unoccupied and water service is disconnected for nonemergency reasons, the customer will be charged the base charges for water, sewer, refuse, recycling, and storm drainage, plus all applicable taxes.

B. Upon request, the city will disconnect or reconnect water service at the customer's meter during normal business hours on weekdays. A water service fee will be charged for this service. If connection or disconnection is requested to be done during nonbusiness hours, an additional fee will be charged for each service.

C. The city will accomplish disconnection of service at any time and at no fee in the event of a bona fide emergency such as fire, broken pipes causing flooding of a structure, etc. During periods when a residence cannot be occupied because it has been rendered uninhabitable in the opinion of the city, or where other special circumstances exist resulting in non-occupancy of a residence by the owner or owners, water, sewer, and solid waste charges to said premises may be discontinued. The reason for non-occupancy of a residence shall be provided in a verifiable written form and all such requests shall be reviewed by the mayor or his or her designee to determine if such request for discontinuance of utility charges is appropriate under this chapter.

D. If service is disconnected for any portion of the time period normally used to calculate the average water consumption for capping the summertime sewer charges, the customer's account shall be set at AWWU using at least six hundred cubic feet of water per month. (Ord. 2961 § 3, 2015; Ord. 2405 §§ 1—4, 1996)

13.08.050

Delinquent charges shall bear interest.

All delinquent rates and charges under this chapter shall bear interest at the rate of eight percent per year from the date of delinquency. (Ord. 1150 § 7, 1954)

13.10.040

General facilities charges.

A one-time GFC per ISU shall be assessed for all new development of real property in the city, except for new developments that make special arrangements acceptable to the city public works director and federal and state agencies to undertake direct discharge to marine waters. The GFC shall represent a fair and equitable share of the historic and future cost of the city's storm and surface water system of drainage structures and facilities

13.12.140

Change of fees.

Any fees and charges herein set forth may be changed by resolution of the city council, without amendment to this chapter. (Ord. 1614 § 6, 1974)

13.16.010

Rates.

The rates for discharge of waste material directly into sewer treatment plant shall be charged by the city and collected by the city clerk-treasurer.

13.32.005

Water rates schedule.

A. All water rates and fees referenced in this code chapter will be passed by council resolution.

B. In addition to the rates set forth by council resolution, there shall be charged an additional amount equal to the amount of any tax levy for the supplying of water service on the water utility, which amount shall be part of the total water bill payable by the water user.

C. All residential and commercial users outside the city shall pay, in addition to the rates set forth, an amount equal to fifty percent of their total water charges.

D. On January 1st of each year, the fees and charges for water services set by council resolution shall be indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for **Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U)** for the previous October, or other comparable index if not published. The treasurer shall adjust the fees and publish them each December to take effect on all goods and services delivered or contracted after the beginning of each year. In no event shall the change in rates be less than zero percent in any given year. Unit prices and all other charges shall be to the nearest cent.

E. In addition to the adjustment listed in Section 13.32.005(D) above, council may increase water rates if, in council's sole discretion, an increase is necessary to improve the water system. (Ord. 2961 § 2, 2015; Ord. 2846, 2011; Ord. 2785, 2008: Ord. 2778, 2008: Ord. 2460 § 1, 1998)

13.32.006

Definitions.

For the purpose of this chapter the words set out in this section, and associated documents, such as the unified fee schedule, shall have the following meanings:

A. "Residential" shall mean a single-family residence (SFR) which shall mean a single residential building unit that is served by a single water meter, including zero-lot-line SFR. Residential shall also include irrigation meters associated with a SFR, which includes homeowners associations that support single-family residences.

B. "Multifamily" shall mean multifamily buildings that are supported by a single water meter. This includes duplexes, triplexes, fourplexes, apartment buildings, condo buildings, and includes irrigation meters that support these multifamily buildings.

C. "Commercial" shall mean all other meters that do not fall under one of the other two meter categories of residential or multifamily. This includes all meters other than irrigation meters associated with homeowners associations, includes all parks, and includes all other meters not specifically defined in this chapter.

The Finance Director is authorized to make judgements about which rate class a meter qualifies for.
(Ord. 3013 § 1, 2017)

13.32.007

General facilities charges.

A.

1. A one-time general facility charge (GFC) shall be charged to all new customers, or customers increasing their requirement for water service based on meter size required to provide service to the customer. If applicable, the GFC shall be additional to the meter installation costs and other special fees and charges.

2. The general facility charge fees will be set by council resolution.

3. Fee increases. On January 1st of each year, the fees and charges for water services set by council resolution shall be indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October, or other comparable index if not published. The treasurer shall adjust the fees and publish them each December to take effect on all goods and services delivered or contracted after the beginning of each year. In no event shall the change in rates be less than zero percent in any given year. Unit prices and all other charges shall be to the nearest cent. The GFC shall be paid at the time of applying for a building permit for a structure requiring a new or expanded water service. The out-of-city rate shall be fifty percent higher than the in-city rate.

13.48.020

Meter installation—Deposit.

A deposit is required for time and material for water meter installations i.e.: one and one-half inch and larger. The amount of deposit shall equal the sum of the general facilities charge of the meter size required plus five hundred dollars. (Ord. 2268 § 3, 1993)

13.52.020

Disconnection of water service.

The city may physically disconnect water service to any premises requesting cessation of utility billing under this section by removing or locking the water meter. At such time as reconnection or resumption of utility billing is requested, a fee of seventy-five dollars will be charged. (Ord. 2484 § 2, 1999)

Exhibit A

13.08.020

Any fees and charges herein set forth may be changed by resolution of the city council, without amendment to this chapter. Monthly rates.

~~There is hereby established and shall be charged by the city and collected by the city treasurer the following monthly rates and charges for the use and furnishing of the services of the sanitary sewage system of the city, all such rates and charges to be made and paid on a monthly basis:~~

A. ~~For residential, including duplexes, each structure or unit receiving separately metered water service shall be charged a base charge of twenty-six dollars and eighty-three cents per month, plus one dollar and ninety-two cents per one hundred cubic feet for any portion thereof of water used. A minimum charge of twenty-eight dollars and seventy-five cents per one hundred cubic feet shall apply. The maximum amount charge for residential and duplex customers shall be established by the average winter water use (AWWU) during the previous months of November, December, January, and February. Each customer usage shall be evaluated with the AWWU set on or about April 1st of each succeeding year. The AWWU shall be based on the following categories:~~

~~AWWU #1 Less than 600 cf/mo~~

~~AWWU #2 600 to 800 cf/mo~~

~~AWWU #3 801 to 1,000 cf/mo~~

~~AWWU #4 1,001 to 1,500 cf/mo~~

~~AWWU #5 1,501 cf or more~~

The AWWU ~~category~~ shall be established for each customer and ~~the associated category or cap~~ be used to set the maximum water use identified to assess the sanitary sewage charges.

If the customer's premises is vacant for one or more months of the four winter months, the customer's account shall be set at AWWU-~~#2-~~ using at least six hundred cubic feet of water per month.

~~For duplexes with a single water meter, the charge shall be two times the base charge plus a commodity charge of one dollar and ninety-two cents per one hundred cubic feet.~~

~~Beginning January 1st, 2005, the fees and charges for sewer services set out in this section shall be 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, or other comparable index if not published. The treasurer shall adjust the fees and publish them each December to take effect on all goods and services delivered or contracted after the beginning of each year and all utility bills mailed after the first of each year. In no event shall the change in rates be less than zero percent, nor more than two percent in any given year. (The indexing calculation will be made by multiplying the $\frac{5}{8} \times \frac{3}{4}$ base charge times equivalency factor times the CPI adjustment.) Unit prices and all other charges shall be to the nearest cent.~~

B. For multifamily, public authorities, commercial, and industrial facilities, wastewater charges will be comprised of a base charge relating to water meter size equivalency and a commodity charge relating to water use and wastewater strength.

~~1. The base charge shall be based on a minimum water meter equivalency as provided below:~~

Meter Size

Equivalency Factor

Base Charge (\$)

BASE CHARGE

$\frac{5}{8} \times \frac{3}{4}$

1.0 = base

26.83

$\frac{3}{4}$

~~1.2 × base~~

~~32.20~~

~~1.0~~

~~1.4 × base~~

~~37.56~~

~~1.5~~

~~1.8 × base~~

~~48.29~~

~~2.0~~

~~2.9 × base~~

~~77.81~~

~~3.0~~

~~11.0 × base~~

~~295.13~~

~~4.0~~

~~14.0 × base~~

~~375.62~~

~~6.0~~

~~21.0 × base~~

~~563.43~~

~~8.0~~

~~29.0 × base~~

~~778.07~~

~~2.~~ The commodity charge shall be based on water use and wastewater strength. Charges shall be on a block rate, with the block rate increasing based on strength of the waste, as follows:

Classification

Waste Strength

Block Rate (\$)

COMMODITY CHARGE

SIC # 1

<300 mg/l BOD or TSS

1.92/100 ft³

SIC # 2

301—500 mg/l BOD or TSS

2.38/100 ft³

SIC # 3

501—700 mg/l BOD or TSS

4.64/100 ft³

SIC # 4

>700 mg/l BOD or TSS

0.74/100 ft³, plus \$1.01/lb BOD, plus \$0.62/lb TSS

SIC = Standard Industrial Code. Each commercial and industrial account shall be assigned to an SIC upon connection to the sewer system.

Water use may be measured at the customer's water meter, or by installation of a sewage meter. The city may, at the request of the business owner, install and maintain sewage meters, the cost of which shall be paid by the customer.

~~MAXIMUM CHARGES FOR RESIDENTIAL ACCOUNTS~~

~~Single-family residences: (5/8" × 3/4" water meter)~~

~~AWWU #~~

~~Ceiling Consumption~~

~~Maximum Charge 1/1/94~~

~~Maximum Charge 1/1/95~~

1

600

\$36.90

\$39.75

2

800

40.60

43.75

3

1,000

44.30

47.75

4

1,500

53.55

57.75

5

Over 1,500

No Limit

No Limit

Single-metered duplexes: (~~5/8" × 3/4" water meter~~)

AWWU #

Ceiling Consumption

Maximum Charge 1/1/94

Maximum Charge 1/1/95

1

1,200

~~\$ 73.80~~

~~\$ 79.50~~

2

1,600

~~81.20~~

~~87.50~~

3

2,000

~~88.60~~

~~95.50~~

4

3,000

~~107.10~~

~~115.50~~

5

~~Over 3,000~~

~~No Limit~~

~~No Limit~~

C. For each separate residence receiving sanitary sewer service, but not receiving city water, or which is under change of ownership (new owners), or is a newly constructed home, the charge shall be the same as the residential customer using at least six hundred cubic feet of water per month.

D. Dumping of septic waste materials into the Anacortes sewer treatment plant will require the purchase of a septage discharge card ~~_at a cost of fifty dollars per card per year.~~ Septage tipping fees will be charged ~~_at the following rate:~~

~~Rate of \$0.10/gallon as determined by the UFS.~~

A differential rate will be charged for septage that originates from areas off of Fidalgo Island, and for leachate from Skagit County. ~~This rate shall be twelve cents per gallon.~~

E. A one-time general facility charge (GFC) shall be charged to all new customers for each equivalent residential unit (ERU). An ERU shall be defined as one hundred ninety-two gallons per day. The GFC shall represent a fair and equitable share of historic and future costs of the city's sanitary sewer collection and treatment structures and facilities.

~~The calculations of the GFC presented in this section is based on the city's fixed asset records and planning criteria from the master plan entitled, "City of Anacortes—Comprehensive Sewer Plan," dated January 1993 prepared by Economic and Engineering Services, Inc., engineering design criteria of the city's system, future capital improvement cost and generally accepted ratemaking principles. The GFC is cost based and is presented in Table 13.08.020 of this section. Accordingly, the maximum charge allowed is five thousand six hundred ninety-seven dollars per ERU.~~

1. Each ~~single-family or duplex living residence~~ unit shall be defined as one ERU. Each residential unit in a multifamily structure ~~with three or more residential units~~ shall be considered a 0.8 ERU. ERU determinations for commercial and industrial uses will be based on the type of building and sewer use per Table 13.08.020 ERU Determination Alternative of this section.

2. The GFC charge for new sewer connection or expanded sewer service shall be determined by multiplying the GFC times the total number of ERUs.

~~3. The current GFC is four thousand one hundred seventy-four dollars per ERU. On January 1st of each year, the GFC shall continue to be increased by the percentage change in the engineering news record (ENR) construction cost index for the previous twelve months (unless otherwise adjusted by the ordinance codified in this chapter based on an evaluation of the cost of constructing the general facilities, including interceptors, treatment facilities, and the outfall). The GFC shall be paid at the time of applying for a building permit for a structure requiring new or expanded sewer service.~~

~~4. The current GFC per ERU does not represent a fair and equitable share of historic and future costs of the city's sanitary sewer collection and treatment system. Therefor, the GFC shall be increased by an additional five hundred eight dollars per ERU, per year, for three years, beginning May 3, 2004 and ending on January 1, 2006.~~

F. There shall be added to the sewer rates established hereunder an amount equal to any utility tax ~~established by ordinance of the city and~~ assessed ~~by the city~~ upon a sewer utility, which amount shall also be payable on a monthly basis.

The following are the definitions of the classifications used in establishing the ERUs.

***Adjust table 13.08.020 to remove 'duplex' from 1.

1. "Single-family residence" is defined as a building containing one kitchen, designed and/or used to house not more than one family, including all necessary employees of such family, such building having a single sewer service connection. Manufactured homes occupying a separate lot and providing permanent housing with a separate sewer connected shall be classified as a single-family residence.

~~Duplexes shall be classified as two single-family residences.~~

13.08.025

Sewer treatment plant access card.

Any person wishing to dump septic waste material directly into the Anacortes sewer treatment plant shall first obtain an access card from the Anacortes sewer department in order to gain access to the plant. A fee ~~of twenty-five dollars~~ shall be charged for issuance of an original access card. A fee ~~of twenty-five dollars~~ shall be charged to replace any damaged or destroyed cards and a fee ~~of fifty dollars~~ shall be charged to replace any lost cards. (Ord. 2064 § 2, 1988)

13.08.035

Minimum rates for utility service.

A. During periods when residences are unoccupied and water service is disconnected for nonemergency reasons, the customer will be charged the base charges for water, sewer, refuse, recycling, and storm drainage, plus all applicable taxes.

B. Upon request, the city will disconnect or reconnect water service at the customer's meter during normal business hours on weekdays. A water service fee will be charged for this service. If connection or disconnection is requested to be done during nonbusiness hours, an additional fee will be charged for each service.

C. The city will accomplish disconnection of service at any time and at no fee in the event of a bona fide emergency such as fire, broken pipes causing flooding of a structure, etc. During periods when a residence cannot be occupied because it has been rendered uninhabitable in the opinion of the city, or

where other special circumstances exist resulting in non-occupancy of a residence by the owner or owners, ~~all utility water, sewer, and solid waste~~ charges to said premises may be discontinued. The reason for non-occupancy of a residence shall be provided in a verifiable written form and all such requests shall be reviewed by the mayor or his or her designee to determine if such request for discontinuance of utility charges is appropriate under this chapter.

D. If service is disconnected for any portion of the time period normally used to calculate the average water consumption for capping the summertime sewer charges, the customer's account shall be set at AWWU ~~#using at least six hundred cubic feet of water per month~~². (Ord. 2961 § 3, 2015; Ord. 2405 §§ 1—4, 1996)

~~13.08.050~~

~~Delinquent charges shall bear interest.~~

~~All delinquent rates and charges under this chapter shall bear interest at the rate of eight percent per year from the date of delinquency. (Ord. 1150 § 7, 1954)~~

~~13.08.100~~

~~Effective date.~~

~~The rates and charges for providing sewer service shall be effective as of December 15, 1954, and shall apply to and be collected on a monthly basis from all premises connected with the sanitary sewage system. From and after March 15, 1955, such monthly rates shall be applicable to all premises required to be connected to the sanitary sewage system as set forth in this chapter, whether or not such premises are actually connected. (Ord. 1150 § 18, 1954)~~

~~13.10.040~~

~~General facilities charges.~~

A one-time GFC ~~of one thousand one hundred twenty-six dollars~~ per ISU shall be assessed for all new development of real property in the city, except for new developments that make special arrangements acceptable to the city public works director and federal and state agencies to undertake direct discharge to marine waters. The GFC shall represent a fair and equitable share of the historic and future cost of the city's storm and surface water system of drainage structures and facilities. ~~Beginning January 1, 2008, on January 1st of each year, the GFC shall continue to be increased by the percentage change in~~

~~the engineering news record (ENR) construction cost index for the previous twelve months unless otherwise adjusted by city ordinance. (Ord. 2773, 2007; Ord. 2488 § 4, 1999)~~

13.12.140

Change of fees.

Any fees and charges herein set forth may be changed by resolution of the city council, without amendment to this chapter. (Ord. 1614 § 6, 1974)

13.16.010

Rates.

The rates for discharge of waste material directly into sewer treatment plant shall be charged by the city and collected by the city clerk-treasurer. ~~the following charges for the dumping of waste material directly into the Anacortes sewer treatment plant: for the first one thousand gallons or less of septic wastes twelve dollars and fifty cents; for each one hundred gallons of septic waste additional; one dollar per one hundred gallons or any portion thereof. (Ord. 1653 § 1, 1975)~~

13.20.150

~~Charge when single service supplies multiple buildings.~~

~~A. Where more than one separate building is furnished water through one metered service each building will be rated as a minimum metered charge, or combination flat rate, and the combined rate will be charged against the one service and one owner or agent will pay the entire charge, except factory buildings where one meter charge will be made.~~

~~B. "Separate buildings" means buildings not connected one to the other by a joint wall.~~

~~C. "Factory buildings" means all buildings used for factory purposes by one consumer, including boarding house, rooming house and office. (Ord. 2961 § 1, 2015; Ord. 1090 § 12, 1952)~~

13.32.005

Water rates schedule.

A. All water rates and fees referenced in this code chapter will be passed by council resolution.

B. In addition to the rates set forth by council resolution, there shall be charged an additional amount equal to the amount of any tax levy for the supplying of water service on the water utility, which amount shall be part of the total water bill payable by the water user.

C. All residential and commercial users outside the city shall pay, in addition to the rates set forth, an amount equal to fifty percent of their total water charges.

D. On January 1st of each year, the fees and charges for water services set by council resolution shall be indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for ~~Seattle-Tacoma-Bremerton~~ Bellevue-All Urban Wage Earners (CPI-U) for the previous October, or other comparable index if not published. The treasurer shall adjust the fees and publish them each December to take effect on all goods and services delivered or contracted after the beginning of each year. In no event shall the change in rates be less than zero percent in any given year. Unit prices and all other charges shall be to the nearest cent.

E. In addition to the adjustment listed in Section 13.32.005(D) above, council may increase water rates if, in council's sole discretion, an increase is necessary to improve the water system. (Ord. 2961 § 2, 2015; Ord. 2846, 2011; Ord. 2785, 2008: Ord. 2778, 2008: Ord. 2460 § 1, 1998)

13.32.007

General facilities charges.

A.

1. A one-time general facility charge (GFC) shall be charged to all new customers, or customers increasing their requirement for water service based on meter size required to provide service to the customer. If applicable, t~~F~~he GFC shall be additional to the meter installation costs and other special fees and charges.

2. The general facility charge fees will be set by council resolution.

3. Fee increases. On January 1st of each year, the fees and charges for water services set by council resolution shall be indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-~~Bremerton~~ Bellevue-All Urban Wage Earners (CPI-U) for the previous October, or other comparable index if not published. The treasurer shall adjust the fees and publish them each December to take effect on all goods and services delivered or contracted after

the beginning of each year. In no event shall the change in rates be less than zero percent in any given year. Unit prices and all other charges shall be to the nearest cent. The GFC shall be paid at the time of applying for a building permit for a structure requiring a new or expanded water service. The out-of-city rate shall be fifty percent higher than the in-city rate.

~~13.48.010~~

~~Installation and general facilities charges.~~

~~A. There is established the following water meter installation fees and general facilities charges for the size water meters shown:~~

~~$\frac{5}{8}$ x $\frac{3}{4}$ inch meter~~

~~GFC~~

~~\$1,080~~

~~Installation~~

~~740~~

~~1,820~~

~~$\frac{3}{4}$ inch meter~~

~~GFC~~

~~\$1,570~~

~~Installation~~

~~765~~

~~2,335~~

~~1 inch meter~~

~~GFC~~

~~\$2,700~~

~~Installation~~

~~795~~

~~3,495~~

~~1 $\frac{1}{2}$ inch and larger meter~~

~~Meters 1 $\frac{1}{2}$ inch and larger shall be charged the actual charge of installation on a time and material basis plus the general facilities charge as set forth in Ordinance 2225 and any amendments thereto.~~

~~B. A seven percent utility tax is included within the water meter installation fee. (Ord. 2268 §§ 1, 2, 1993)~~

RESOLUTION NO. 2062

A RESOLUTION UPDATING THE UNIFIED FEE SCHEDULE TO UPDATE SEWER RATES

WHEREAS, the City Council authorized FCS Group to conduct a Sewer rate cost of service study; and

WHEREAS, the City Council desires to adopt by resolution into the Unified Fee Schedule a revised schedule of fees that allocate the rate burden across customer classes equitably; 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. The Unified Fee Schedule currently in effect will be updated to include new sewer rates as follows:

Meter Size (Inches)	Residential	Commercial	Multi-Family
5/8 x 3/4 & 3/4	\$ 40.27	\$ 45.09	\$ 45.09
1	\$ 56.40	\$ 63.15	\$ 63.15
1½	\$ 72.51	\$ 81.19	\$ 81.19
2		\$ 130.81	\$ 130.81
3		\$ 496.17	\$ 496.17
4		\$ 631.50	\$ 631.50
6		\$ 947.25	\$ 947.25

PASSED and APPROVED on this 2nd day of December, 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

Resolution



City Council Agenda Bill

Meeting Date: 12/2/2019

Agenda Item: 6b

Subject: Thomas G. Thompson, Jr. Train Memorandum of Agreement

Staff Contact: Darcy Swetnam, Bret Lunsford

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

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

Summary Statement: This MoA revises the 2012 agreement that the City entered into with Anne Thompson to accept donation of the Thomas G. Thompson, Jr. Train as a retired artifact for static exhibit only. This MoA, under conditions agreed to by Anne Thompson, allows the City to consider proposals to make the train operational. Included are conditions that would allow for sale or transfer of ownership of the train to a qualified person or organization to operate the train as a public attraction.

Background: Since the City acquired the Thomas G. Thompson, Jr. Train in 2012, most of the interest in the train has been in the feasibility of operation of the train in Anacortes or elsewhere. The 2012 agreement did not allow for any use other than as a static exhibit of a retired train. This current MoA does not eliminate the static exhibit option, it expands the City's ability to consider other options.

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: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign the Memorandum of Agreement between the City of Anacortes and Anne Thompson.

Alternative Actions: N/A

Attachments (listed in order presented): Memorandum of Agreement between the City of Anacortes and Anne Thompson, Thompson Train Agreement 2012, Thomas G. Thompson Jr. Train History Overview



MEMORANDUM OF AGREEMENT
between the
CITY OF ANACORTES
and
ANNE THOMPSON

This Memorandum of Agreement ("MOA"), executed this _____ day of _____, 2019, is made by and between the City of Anacortes, a Washington Municipal Corporation (the "City"), and Anne Thompson, collectively referred to as "the Parties."

RECITALS

WHEREAS, Anne Thompson is the surviving spouse of Thomas G. Thompson, Jr., who constructed, owned and operated the Thomas G. Thompson, Jr. Train (the "Train") in Anacortes, Washington, which was a beloved community amenity; and

WHEREAS, after Thomas G. Thompson, Jr.'s passing, Anne Thompson donated the Train to the City, as commemorated in a certain letter dated June 21, 2012; and

WHEREAS, the terms of the gift dictated that the City would care for and store the Train in Anacortes and that the City would establish a static display for the Train for the enjoyment of the community; and

WHEREAS, the City has received a request recently from a potential purchaser and long-time admirer of the Train who proposes to acquire the Train from the City, relocate the Train out of state, and construct a track and event venue where the Train would be brought out of retirement to once again operate as a public amenity under the Anacortes Railway and Thomas G. Thompson, Jr. Train name; and

WHEREAS, the City wishes to honor the legacy of Thomas G. Thompson, Jr. and the Train and their importance to the Anacortes community and the Thompson family; and

WHEREAS, the Parties now wish to clarify the terms of the gift of the Train to the City;

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

AGREEMENT

1. Sale of the Train: The City may consider proposals to sell the Train and all necessary equipment and appurtenances for its operation; and such sale would be consistent with the Thompson family's intent in donating the Train to the City provided the following conditions are met:
 - a. The potential purchaser can demonstrate the requisite skills and knowledge to operate the Train.
 - b. The potential purchaser can demonstrate plans for a location for the Train as an attraction open to the public.
 - c. The potential purchaser makes a commitment to the City not to significantly alter the Train other than as needed for its maintenance and care.
 - d. The potential purchaser makes a commitment to care for the Train and provide for its regular maintenance and upkeep.
 - e. Any proceeds received by the City from the sale of the Train would be used to both interpret and memorialize the legacy of Thomas G. Thompson, Jr. and his Train and support the work of the Anacortes Museum.
2. Affirmation of Original Donation: If the City does not accept a proposal to sell the Train, it will adhere to all terms in the June 21, 2012 letter by which the original donation was made.

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

CITY OF ANACORTES

By: _____ Date: _____

Laurie Gere, Mayor

ANNE THOMPSON

By: Anne Thompson Date: 11-15-2019



ANACORTES MUSEUM

Promoting and inspiring an understanding and appreciation of the History of Fidalgo and Guemes Islands.

1305 8th STREET, ANACORTES, WA 98221-1833

<http://museum.cityofanacortes.org>

Phone: (360) 293-1915

Fax: (360) 293-1929

National Historic Landmark

W.T. Preston Snagboat and

Heritage Center, 9th & A Ave.

June 21, 2012

Mrs. Anne Thompson
1904 47th Street
Seattle, WA 98116

Dear Anne,

Thank you for contacting the City of Anacortes to discuss the future of the ~~Tommy Thompson~~ Train. *Thomas G Thompson, Jr.*

It is our understanding that:

- you are offering to transfer complete ownership of the ~~Tommy Thompson~~ Train, comprised of one engine and three cars, to the City of Anacortes by way of donation. *Thomas G Thompson, Jr.*

The City of Anacortes agrees:

- the "Train" will be cared for and safely stored in Anacortes;
- efforts will be made to raise funds for an eventual display structure;
- all expenses for moving the train to Anacortes will be borne by the City of Anacortes and the Anacortes Museum Foundation; and
- the calliope and music (upon determining that the calliope is in good working order) shall be purchased by the Anacortes Museum Foundation for the sum of \$4000.

Per your wish, the City's intent with the gift of the Train is to establish a static display for the enjoyment of the community.

If you agree to donate the Train based on these provisions, please sign and return one copy of this letter and retain the other for your records.

Thomas G Thompson, Jr.
The ~~Tommy Thompson~~ Train is an iconic piece of Anacortes history and a very generous gift.
We look forward to its return to Anacortes.

Sincerely,

H. Dean Maxwell, Mayor
City of Anacortes

I agree to the provisions outlined above:

Anne Thompson

date

October 24, 2012

Mrs. Anne Thompson
1904 47th Street
Seattle, WA 98116

Dear Anne,

Thank you for transferring ownership of the Tommy Thompson Train, comprised of one engine and three cars, to the City of Anacortes by way of donation.

For the purpose of obtaining insurance on the Train, the Museum contacted several collectors of steam trains and similar equipment to help establish the value of your gift. Based on their feedback we established an insurance value of \$40,000 for the complete train (engine & 3 cars).

While the Train has not been professionally appraised, we do feel comfortable, based on our research, that the above figure is a reasonable estimate of value.

The Tommy Thompson Train is an iconic piece of Anacortes history and a very generous gift. We are grateful it has returned to Anacortes.

Sincerely,

Steve Oakley
Director, Anacortes Museum

As the Thomas G. Thompson, Jr. [bio linked here](#) shows, he was a smart, talented, and dedicated to his vision. It took Tommy himself from 1961 until the mid-1980s to realize an established operational train in Anacortes.

After Mr. Thompson died in 1999, a group formed called Anacortes Train & Rail, attempting to continue a tourist railroad in town, but was unable to do so. “Out of respect for his wishes Thompson’s own train has been retired,” according to the March 15, 2000 Anacortes American, so the group sought other equipment before dissolving soon after.

The train was stored in Seattle until 2012. A new storage location became necessary, and Anne Thompson contacted the City of Anacortes with an offer to donate the train to the City, which was accepted with this agreed upon intent: “Per your wish, the City’s intent with the gift of the train is to establish a static display for the enjoyment of the community.”

A volunteer and City staff effort brought the train back to Anacortes in time for the 2012 Independence Day parade, eventually returning it to the City of Anacortes owned/Thompson constructed Anacortes Railway car house, where it remains today. The City worked with volunteers and the Port and numerous meetings were held about various scenarios involving relocation or reconstruction of the train shed. While the nonprofit Anacortes Railway group’s ideas were in flux, City plans for a static exhibit were put on hold. The train is not currently open to the public, but planning for improvements to the train shed have been progressing. The first issue is getting electricity to the structure.

City staff were responsive during those years to the Anacortes Railway nonprofit group’s effort to study the feasibility of operating the train again. City staff drafted an agreement relating to accessing the train and equipment during this feasibility process, but before the agreement enacted, the nonprofit group announced its dissolution in October of 2018.

Proponents of operating the train have stated that active use is the best way to preserve the train and its legacy. It was said that active use – even if elsewhere – was believed to be preferable to a static exhibit in Anacortes. It was also conveyed that there was a realization that nobody in this volunteer group had the free time dedicated to trying to re-establish an urban railway in Anacortes. And the likelihood of them raising money to pay someone to do that work was slim.

The City has not requested proposals for the train to operate or to leave Anacortes, yet the City has received a few inquiries and proposals about this in the past year. The City has not established a timeframe for train proposals. The City will simply respond to proposals as they are presented.

What has guided the City throughout 7 years of stewardship is its commitment to the donor’s intent. The City accepted a retired train in 2012, and signed an agreement to keep and display it as a static exhibit. For this and other reasons, an operational train is inconsistent with City ownership.

Based on recent clarification of donor intent, the City and the Thompson family have arrived at an agreement that revises the 2012 “static exhibit” stipulation. It contains the following provisions required of any person or entity that proposes to acquire the train:

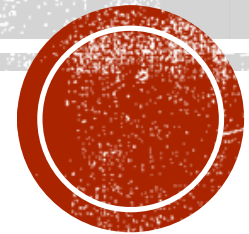
- The potential purchaser can demonstrate the requisite skills and knowledge to operate the Train.

- The potential purchaser can demonstrate plans for a location for the Train as an attraction open to the public.
- The potential purchaser makes a commitment to the City not to significantly alter the Train other than as needed for its maintenance and care.
- The potential purchaser makes a commitment to care for the Train and provide for its regular maintenance and upkeep.
- Any proceeds received by the City from the sale of the Train would be used to both interpret and memorialize the legacy of Thomas G. Thompson, Jr. and his Train and support the work of the Anacortes Museum.
- Affirmation of Original Donation: If the City does not accept a proposal to sell the Train, it will adhere to all terms in the June 21, 2012 letter by which the original donation was made.

This new Memorandum of Agreement contains the conditions by which the Thomas G. Thompson, Jr. Train might come out of retirement.

THOMAS G. THOMPSON JR. TRAIN DONATION

MEMORANDUM OF AGREEMENT



ORIGINAL DONATION

- Thomas G. Thompson Jr. Train was donated to the City by Anne Thompson in June of 2012.
- Train had been retired from operation.
- The original donation was made by letter.
- Letter provided:
 - Train to be transported to, cared for, and stored in Anacortes
 - Train to be used to establish a static display for the enjoyment of the community



CURRENT STATUS OF TRAIN

- Train currently stored in train shed on the Depot property.
- If the City retains ownership, City will move forward with development of static display of Train per the original donation.
- The City has received interest by outside parties to acquire the Train and bring it out of retirement.
- Current donation letter does not allow for the Train to be transferred or returned to operation.



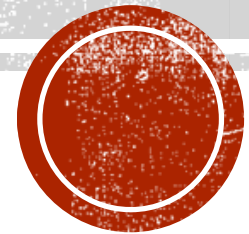
PROPOSED MOA

- The MOA would provide more flexibility in future plans for the Train.
- The Proposed MOA has been discussed with and approved by the Thompson Family.
- The MOA provides the City may consider proposals to sell the Train if conditions are met:
 - Purchaser can demonstrate skills and knowledge to operate the Train
 - Purchaser can demonstrate plans for a location for the Train as a public attraction
 - Purchaser will commit not to significantly alter the Train
 - Purchaser will maintain and care for the Train
 - Proceeds from any sale will be used to interpret and memorialize the legacy of Thomas G. Thompson Jr. and his Train



QUESTIONS?

Thank you!





City Council Agenda Bill

Meeting Date: 12/2/2019

Agenda Item: 7a

Subject: Resolution 2068

Staff Contact: Don Measamer, Darcy Swetnam

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

Action Type	
	Ordinance No.
	Code Revision?
x	Resolution No. 2068
	Contract
	Public Hearing
	Staff Report

Summary Statement: The proposed Resolution affirms the moratorium adopted by Ordinance 3054, makes findings of fact, and adopts a work plan.

Background: On October 21, 2019, Council adopted Ordinance 3054, which placed a moratorium on the acceptance and processing of applications for land use or building permits within the R4 zone west of the Commercial zone that propose to use the bonus height provisions of AMC 19.42.050. RCW 36.70A.390 requires the City to hold a public hearing within 60 days of adoption and to adopt findings of fact immediately after that hearing. The moratorium may be extended to up to a year if a work plan is adopted. At this time, staff is not recommending that the moratorium be extended beyond the initial six months, but propose a work plan be adopted to work through the policy issues.

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: [Ordinance 3054](#) was adopted on [October 21, 2019](#).

Competing Viewpoints Considered: N/A

Recommended Motion: I move we adopt Resolution 2068 affirming Ordinance 3054, adopting findings of fact, and adopting the attached work plan.

Alternative Actions: N/A

Attachments (listed in order presented): Proposed Resolution 2068, Proposed Work plan

RESOLUTION 2068

A RESOLUTION REAFFIRMING ORDINANCE 3054 AND CONFIRMING THE 6 MONTH DURATION OF THE MORATORIUM CONTAINED THEREIN CONCERNING THE ACCEPTANCE OF CERTAIN LAND USE APPLICATIONS IN THE R4 USE ZONE AND ADOPTING A WORK PLAN.

WHEREAS, the Anacortes City Council adopted Ordinance 3054 October 21, 2019 a Moratorium on accepting certain land use permits in the R4 Use Zone west of the Commercial Use Zone that proposes to utilize the bonus height provisions of AMC 19.42.050; and

WHEREAS, the City Council desires to review the maximum building height in the R4 Use Zone west of the Commercial Use Zone with public input;

WHEREAS, a moratorium is a recognized technique to preserve the status quo while new plans and regulations are developed and avoid a rush for permits whenever a community desires to change its planning ordinances; and

WHEREAS, RCW 36.70A.390 and AMC 19.16.110 authorize the City Council to adopt moratoriums, interim zoning ordinances, and interim official controls; and

WHEREAS, RCW 36.70A.390 and RCW 35A.63.220 require cities to hold a public hearing within sixty (60) days of the adoption of such moratoria to develop a work plan; and

NOW THEREFORE, BE IT RESOLVED BY THE ANACORTES CITY COUNCIL:

Section 1. Findings of Fact. The City of Anacortes City Council makes the following findings:

- A. The above recitals are adopted as findings of fact.
- B. The City Council reaffirms Ordinance 3054 establishing a Moratorium on accepting land use or building permit applications in the R4 Use Zone west of the Commercial Use Zone that proposes to use the bonus height provisions of AMC 19.42.050.
- C. The moratorium established in Ordinance 3054 shall terminate six (6) months from the date of enactment unless duly extended.
- D. The City Council supports review and consideration of alternatives to the bonus height provisions of AMC 19.42.050 in the R4 Use Zone west of the Commercial Use Zone.
- E. A public hearing was held on December 2, 2019 to affirm Ordinance 3054 consistent with RCW 36.70A.390.

- F. The City Council deems it necessary to prohibit the receipt and processing of new applications that propose to use the bonus height provisions of AMC 19.42.050 in the R4 Use Zone west of the Commercial Use Zone while alternatives are considered.

Section 2. Work Plan.

- A. The attached work plan at Exhibit A is hereby adopted.

PASSED AND APPROVED by the City Council this _____ day of December, 2019.

CITY OF ANACORTES

Laurie Gere, Mayor

ATTEST:

Steve D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, WSBA# 40530
City Attorney

Resolution 2068, Exhibit A

**Work Plan –Regulations Regarding Bonus Height Provisions,
AMC 19.42.050 In The R4 Zone West Of The Commercial
Zone—Moratorium Ordinance #3054**

	Task	Schedule
1.	Review with Planning Committee and three Planning Commissioners at a work session existing code language and develop potential concepts to consider moving forward with.	December/January 2019
2	Draft concepts to Planning Commission	January/February 2019/2020
3.	Draft concepts to Planning Commission to identify preferred concepts, Issue SEPA	February2020
4.	Planning Commission Public Hearing on preferred concepts	February 2020
5.	Planning Commission Recommendation on preferred concepts to City Council	February/March 2020

Note: Ordinance # 3054 terminates April 21, 2020.

Resolution 2068

Public Hearing Reaffirming Ordinance 3054,
consistent with RCW 36.70A.390, confirming
the 6 month duration and adopting a work
plan on the moratorium on the acceptance
of certain land use applications in the R4
Use Zone West of the Commercial Use Zone
that proposes to use the bonus height
provisions of AMC 19.42.050

Resolution 2068

**Work Plan –Regulations Regarding Bonus Height Provisions,
AMC 19.42.050 In The R4 Zone West Of The Commercial
Zone—Moratorium Ordinance #3054**

[illegible]

Hunt, Marcia

From: Ed Gegen <wishkahkid1951@gmail.com>
Sent: Sunday, December 1, 2019 9:01 PM
To: CityClerk
Subject: City council meeting

Anacortes City Council

My name is Ed Gegen and I live at 2015 N Ave and have lived here since 1976. This is our home. This is our town.

I am very concerned with the actions of the council allowing a building of over 50 feet in height being allowed in a residential area. As you know with the allowance of mechanical on the roof this could extend a building to 65 feet in height.

I am aware that the zoning is R4 but I always thought that was for light commercial type business's not large over reaching apartment complexes.

If the council allows this type of building to continue to occur big builders with deep pockets will buy up all of the older homes in the area and continue to change the character, livability and charm of this wonderful city we have.

I am not against growth. Growth is good. But if we are not careful about how we handle the growth we could end up like Marysville or Bothell, small charming towns 30 + years ago which have become busy and in some cases unsafe cities because of mismanaged growth that was allowed.

I would hope that the council will extend the moratorium for an additional 6 months as allowed by RCW 36.70A.390 so this situation can be looked at more closely and a good solution can be achieved.

Sincerely

Ed Gegen

Sent from [Mail](#) for Windows 10



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning December 9, 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.

December 9, 2019

- Recreation Program Update (Discussion)
- Update on Commercial Avenue Complete Streets Project Phase I - 11th Street to 13th Street (Discussion)
- Resolution 2066: 2020 Lodging Tax Advisory Committee Recommendations (Discussion/Possible Action)
- Resolution 2062: Updating Unified Fee Schedule for Updated Sewer Rates and Ordinance 3059: Updating AMC Title 13, Public Services (Action)
- Ordinance 3052: Updating AMC Chapter 12.50, Street and Alley Vacation (Discussion/Possible Action)
- Memorandum of Understanding: Fidalgo Island Water System (Discussion/Possible Action)

December 16, 2019

- Contract Award: Base Fiber Project #19-169-ENG-001 (Action)
- Contract Award: Ship Harbor and SR20 Spur Intersection Improvements Project #16-025-TRN-003 (Action)
- Parks and Recreation Comprehensive Plan (Discussion/Possible Action)
- Year End Finance Update (Discussion)
- Ordinance 3060: Amending the 2019/2020 Budget (Action)

December 23, 2019

- Contract Award: Anacortes Municipal Broadband Installation – CBD, Old Town Pilot, M Avenue Pilot #19-181-FBR-001 (Action)

January 6, 2020

January 13, 2020

January 21, 2020

January 27, 2020

February 3, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Dec 2, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Dec 3, 2019, 10:00 AM, Main Conference Room, City Hall
- Port/City Liaison, Tuesday, Dec 3, 2019, 8:30 AM, Third Floor Conference Room, City Hall
- Planning, Monday, Dec 9, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Dec 11, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Dec 16, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Dec 23, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Dec 25, 2019, 12:00 AM, CANCELLED