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

Anacortes City Council

Municipal Building Council Chambers
904 6th Street

May 12, 2025
6:00 PM

PRELIMINARY AGENDA
Packet Materials / Watch Meeting

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
   a. Housing Affordability and Community Services Committee (Report)
   b. Planning Committee (Report)
   c. Port / City Liaison Committee (Report)
   d. Public Safety Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
   a. Minutes of May 5, 2025 (Action)
   b. Approval of claims in the amount of $1,322,047.18 (Action)
   c. Special Event: Oyster Run Festival (Action)
   d. Contract Modification: Pedestrian Roadway Crossing Improvement Project – Design #25-087-TRN-001 (Action)
6. **Other Business**
   a. Contract Award: Commercial Ave Corridor Plan Phase 1 - 11th St to 13th St #19-095-TRN-005 (Discussion/Action)
   b. Contract Award: Farmers Market Lease Agreement #25-077-PRK-001 (Discussion/Action)
7. **Adjournment**

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

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

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 Minutes - May 5, 2025

Call to Order

Mayor Pro Tempore Carolyn Moulton called to order the May 5, 2025, Anacortes City Council meeting at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Bruce McDougall and Amanda Hubik were present.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Pro Tempore Moulton reminded the public that there is a free daily passenger service between Cap Sante Marina and San Juan county destinations through June 30th, with reservations being highly recommended. She then announced that the Guemes Ferry haul-out had been extended to at least May 22nd with further details and the latest updates available on the Skagit County website; that the Skagit Chamber Alliance will be conducting a legislative wrap-up on Monday, May 12th, from 8:45-10am at the Burlington City Council Chambers, and registration for the event is open online at the Burlington Chamber of Commerce website; that online candidate filing is open today through May 9th for public office; that the Skagit Transit Long Range Transit Plan is open for public comment through May 14th; and that Administrative Services Director Emily Schuh will give an update on the city's legislative priorities at the regular City Council meeting on June 2nd.

Public Works Committee

Mr. Walters reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included the Downtown Streetscape Plan, with the committee recommending that the city spend the allocated money in 2025 and the remainder required to fund the contract in 2026, as the contract price is greater than the amount allocated in the Capital Facilities Plan for the current year. The committee further recommended that the contract for the plan includes clear deliverables and objectives. The committee then discussed mechanisms to ensure that the project is realized and the necessity of incorporating additional parking on side streets. The committee also discussed the wastewater treatment plant outfall project progress, bids for the 12th Street and Commercial Avenue intersection improvement project, and un-permitted parking lot improvements at a property on Commercial Avenue.

Mr. Fantini announced that there would be a public meeting to discuss West 6th Street and Kansas Avenue park designs on May 8th at 6pm in Council Chambers.

Public Comment

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

Consent Agenda

Mr. Young moved, seconded by Ms. Hubik, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.
a. Minutes of April 28, 2025
b. Approval of claims in the amount of $1,038,619.99
The following vouchers/checks were approved for payment:
EFT numbers: 112383 through 112417, total $1,007,525.01
Check numbers: 11418 through 112433, total $8,833.44
Wire transfer numbers: 368425 through 368678, total $22,261.54
c. Contract Award: 2025 Critical Areas Regulations BAS Update #25-139-PLN-001

Other Business

Contract Award: Commercial Avenue Water Service Replacements #25-119-WTR-001

Public Works Director Andrew Rheaume introduced the proposed contract #25-119-WTR-001 with RAW Land Construction LLC for the Commercial Avenue Water Service Replacements project. Eight of twenty-two water main services to be replaced

Discussion topics included:

- Eight of the twenty-two water main service saddles are being replaced.
- Water is available in the event of a fire in the 5-story building at 18th Street and Commercial Avenue.
- Avoid tearing up the road soon after paving.
- Consideration of working at night to minimize disruptions to businesses.

Anthony Young moved, seconded by Ryan Walters, to authorize the mayor to sign contract #25-119-WTR-001 with RAW Land Construction.
Vote: Ayes - Carolyn Moulton, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall, Amanda Hubik, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Contract Award: Ben Root Skate Park Restroom & Parking Lot Project - Design #25-136-PRK-001

Assistant Parks and Recreation Director Bob Vaux introduced the proposed contract #25-136-PRK-001 with MacKay Sposito for the design of the restroom and parking lot at Ben Root Skate Park, referring to a slide presentation that was added to the packet materials for the meeting. Parks and Recreation Director Jonn Lunsford responded to questions from the Council.

Discussion topics included:

- CXT versus Portland Loos restroom style.
  - Cost comparison.
  - A complicated Recreation and Conservation Office (RCO) conversion process.
    - Director approval required.
  - Potential state permitting issues (Burlington) due to Labor and Industries considerations for Portland Loo.
  - Portland Loos mitigate problems typically associated with public restroom misuse.
  - Three Portland Loos could nearly replace the capacity of a typical separate gender restroom configuration.
  - Cost-benefit analysis is necessary over the 18-month period to determine the best option.
  - Portland Loo does not eliminate sanitary problems associated with public restrooms.
  - Lack of privacy, space for families and possibly sinks in Portland Loo.
  - Little to no independent research about the effectiveness of Portland Loo in mitigating drug use and other problems associated with public restrooms.
  - Assess if a similar restroom or a different one makes sense to replace the one being torn down.
  - Safety issues with CXT and families
  - The Skate Park is different from the Farmers Market.
  - Ask RCO about Portland Loo conversion from CXT prior to moving forward.
  - Options to have hand-washing station outside, hot water, and winterization for a Portland Loo.
  - Maintenance cost of CXT versus Portland Loo?
  - The council receives complaints from the public regarding restrooms.
  - Any potential loss of restroom capacity if the process takes longer.
    - Portable toilets would be temporarily deployed.
- Amount of initial grant for Tommy Thompson trail grant - $400k not just for the restroom.

- Unique community needs and requirements.
- Appreciation of the governmental process for replacing the facility
- Appreciation and trust for the due diligence of the Parks and Recreation staff.
- The city government's responsibility is to provide facilities for use and discourage bad behavior.
- What happens to the excess funds if the project is accomplished under the budget of the $1 million received from MJB for moving the restroom?
    - $700k designated for this project
    - $300k for the general fund
- The council want staff to research the following:
    - Lodge inquiry with RCO if they would entertain two, three, or four Portland Loos to replace the CXT restroom.
    - Provide crime rate and emergency response statistics around public restrooms in Anacortes.
    - Advocacy for two Portland Loos.
- Possibility to continue with the design of the parking lot in tandem with restroom inquiry.
    - It is not advisable to move forward with anything without RCO approval.
- Impact of requesting more information and not immediately moving the contract forward
    - Potential delay in RCO processing the city's inquiry and changing work priorities of the design contractor.

Adjournment

There being no further business, at approximately 6:59 pm the Anacortes City Council meeting of May 5, 2025, was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the May 12, 2025 City Council meeting:

Download this file in OpenDocument spreadsheet format.

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
368750	1/30/2025	3FRD010125	MILLIMAN INC	FIREFIGHTERS' PENSION FUND- GASB 67 AND 68 FINANCIAL REPORTING	$ 13,125.00	finance
369131	2/28/2025	1721	WIDENER & ASSOCIATES	COMBINED SEWER OVERFLOW PUMP STATION - ENVIRO/PERMITTING ASSISTANCE - FEB 2025	$ 3,369.60	pw1
369019	3/24/2025	506932813	MIDWEST TAPE, LLC.	DVDS FOR COLLECTION	$ 33.07	publib
369137	3/24/2025	129843REV	VECA ELECTRIC & TECHNOLOGIES	WTP ACCESS CONTROL CABLING - ADMIN BUILDING	$ 35,253.73	dwtp
369133	3/31/2025	1055708	USA DEBUSK, LLC	INCINERATOR SAND REMOVAL - MARCH 2025 MAINTENANCE SHUTDOWN	$ 2,911.20	dwwtp
369132	3/31/2025	1760	WIDENER & ASSOCIATES	COMBINED SEWER OVERFLOW PUMP STATION - ENVIRO/PERMITTING ASSISTANCE - MARCH 2025	$ 1,126.70	pw1
368951	4/1/2025	851764238	THOMSON REUTERS - WEST	THOMSON REUTERS - WEST LAW SUBSCRIPTION - MARCH	$ 278.53	pubdef
369135	4/8/2025	2025769	GATEWAY CONTROLS, INC	WTP ENTRANCE GATE REPAIRS	$ 1,685.04	dwtp
369025	4/9/2025	220035067093	PUGET SOUND ENERGY INC	ALL OUTSIDE BUILDING LIGHTS (29-3); 3/7	$ 67.36	medic
368744	4/9/2025	75364	COMMERCIAL FIRE PROTECTION INC	WTP PRESSURE RELIEF VALVE REPAIR/INVESTIGATION	$ 645.08	pw1
368998	4/10/2025	9601322091	T MOBILE	T-MOBILE- INVESTIGATION; APD CASE 25-A01200	$ 100.00	apd
368747	4/11/2025	8498 30 017 0464628	COMCAST	WA PARK INTERNET SERVICE 4/21/225-5/20/25	$ 113.16	parks1
368742	4/12/2025	35632	SKAGIT FARMERS SUPPLY	FUEL- SMALL EQUIPMENT	$ 109.51	dwtp
369004	4/14/2025	14559520	BROWN AND CALDWELL	WWTP INCINERATION EVALUATION/SOLIDS SYSTEM PLANNING - 3/12/25-3/27/25	$ 16,329.74	dwwtp
369124	4/15/2025	RE 41 JZ2454 L003	WASHINGTON STATE DEPARTMENT	REVIEW OF WATERLINE REPLACEMENT PROJECT	$ 222.28	pw1
368985	4/21/2025	19653	WILSON ENGINEERING, LLC	WWTP PUMP STATION 16 RECONSTRUCTION - DESIGN - APRIL 2025	$ 10,743.60	pw1
369138	4/22/2025	25042201	FREEDOC	PAPER TO DIGITAL PERMITTING - LARGE FORMAT BUILDING FILES DIGITIZATION	$ 21,760.00	plan

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
369028	4/22/2025	9300010948	GRAYBAR ELECTRIC COMPANY, INC	OPTICS FOR CORE NETWORK EQUIPMENT	$ 1,504.62	fiber
368886	4/23/2025	55694	SKAGIT PUBLISHING LLC	PUBLISH AA-628113	$ 186.76	plan
369012	4/23/2025	289825	ENNIS-FLINT, INC, FLINT TRADING DIVISION	SUPPLIES FOR STREET DEPT	$ 1,155.69	dshop
368745	4/25/2025	22410 - 11	H W LOCHNER, INC	16TH STREET AND D AVENUE IMPROVEMENT PROJECT: DESIGN - 3/29/25-4/25/25	$ 4,236.94	pw1
369009	4/25/2025	23494 - 2	H W LOCHNER, INC	Q AVENUE PEDESTRIAN CROSSINGS - DESIGN - 3/29/25 - 4/25/25	$ 16,466.74	pw1
368749	4/26/2025	312830	LAKESIDE INDUSTRIES, INC.	PARKS MAINTENANCE SUPPLIES	$ 357.98	parks1
368748	4/26/2025	312831	LAKESIDE INDUSTRIES, INC.	PARKS MAINTENANCE SUPPLIES	$ 324.01	parks1
368989	4/28/2025	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 4/28 -5/27/25	$ 98.23	apd
368895	4/28/2025	360-299-0973-1017915	ZIPLY FIBER	PHONE BILL - WWTP 4-28 TO 5-27-2025	$ 531.62	dwwtp
369015	4/28/2025	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE (4-28 TO 5-27 2025)	$ 69.79	publib
368991	4/28/2025	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 4/28-5/27/25	$ 91.00	apd
369026	4/28/2025	9300014003	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC CABLE CLAMPS	$ 134.91	fiber
368983	4/28/2025	RemibStorwick	STORWICK, RICHARD	REIMBURSEMENT FOR ANTIQUE ENGINE	$ 103.55	medic
368822	4/28/2025	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/31-2/28/25	$ 2,939.33	dshop
368816	4/28/2025	360-299-3674-0214175	ZIPLY FIBER	OPS PHONE LINE: 4/28-5/27/25	$ 83.13	dshop
368965	4/29/2025	10066412	MILES SAND & GRAVEL CO.	SUPPLIES FOR WATER MAINTENANCE	$ 359.04	wdist
368980	4/29/2025	10972372	NAVIA BENEFIT SOLUTIONS, INC	APRIL FLEXIBLE SPENDING PARTICIPANT FEE	$ 146.20	hr
369011	4/29/2025	52094	ZUMAR INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	$ 557.62	dshop
368979	4/29/2025	PWTF-258479	WASHINGTON STATE DEPARTMENT	CONTRACT PWTF-258478 WTP	$ 46,267.36	finance
369116	4/29/2025	0336696-IN	NELSON-REISNER DISTRIBUTOR INC	SUPPLIES FOR SHOP	$ 4,009.17	dshop
368818	4/29/2025	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 3/1-3/31/25	$ 10,911.34	dshop
368819	4/29/2025	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 3/4-4/1/25	$ 9,885.05	dshop
368820	4/29/2025	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 3/8-4/7/25	$ 102.47	dshop
368821	4/29/2025	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 3/29-4/29/25	$ 51.11	dshop
369130	4/29/2025	INV871946	DAY WIRELESS SYSTEMS INC	AMI FEEDLINE INSTALLATION	$ 21,675.89	dwtp
368893	4/29/2025	W773349	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	$ 1,490.35	wdist

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
368891	4/29/2025	W852759	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	$ 2,720.00	wdist
368996	4/30/2025	10276-1	ANACORTES TOWING, LLC	TOWING; APD CASE 25-A02305	$ 182.78	apd
368995	4/30/2025	10280	ANACORTES TOWING, LLC	TOWING; APD 25-A02542	$ 326.40	apd
368953	4/30/2025	285570	INFOSEND, INC.	APRIL 2025 PROCESSING	$ 4,744.73	finance
368743	4/30/2025	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 3/28-4/27/25	$ 92.19	finance
369000	4/30/2025	572968	PROFORCE LAW ENFORCEMENT	HOLSTERS FOR SIG P320 REPLACEMENTS	$ 2,386.80	apd
368691	4/30/2025	B19690117	SHI INTERNATIONAL CORP.	RC11 (QTY 6)	$ 6,168.96	infosys
369119	4/30/2025	B19696162	SHI INTERNATIONAL CORP.	MICROSOFT ENTERPRISE AGREEMENT - OFFICE 365 - 5/1/25-4/30/26	$ 2,200.10	infosys
369117	4/30/2025	B19696435	SHI INTERNATIONAL CORP.	MICROSOFT ENTERPRISE AGREEMENT - OFFICE 365 - 5/1/25-4/30/26	$ 9,430.13	infosys
369120	4/30/2025	B19696950	SHI INTERNATIONAL CORP.	MICROSOFT ENTERPRISE AGREEMENT - OFFICE 365 - 5/1/25-4/30/26	$ 111,300.22	infosys
369002	4/30/2025	IN962773	NOANET	NOC SERVICES - APRIL 2025	$ 11,596.01	fiber
369144	4/30/2025	0173	SKAGIT COUNTY SOLID WASTE FUND	APRIL TONNAGE HAULED	$ 120,337.76	dshop
368888	4/30/2025	0425	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - APRIL 2025	$ 975.00	pkrec
368755	4/30/2025	17-0425ANTCWQP2	CONFLUENCE ENGINEERING GROUP L	WATER QUALITY ASSESSMENT AND PLANNING - APRIL 2025	$ 4,598.00	dwtp
368738	4/30/2025	25-12523	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS- TCR NORTH	$ 154.00	dwtp
368737	4/30/2025	25-12537	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS- BACT FINISHED	$ 22.00	dwtp
369010	4/30/2025	49551940	LINDE GAS & EQUIPMENT INC.	MAINTENANCE SUPPLIES	$ 2,035.10	dwwtp
368746	4/30/2025	588279	DAVID EVANS & ASSOCIATES INC	EAGLE VIEW COURT SEWER SERVICE PROJECT - SURVEY & ANALYSIS 3/16/25 - 4/12/25	$ 16,055.14	pw1
368736	4/30/2025	6002500169	NORTHWEST EDUCATIONAL SERVICE	MAYOR COUNCIL RETREAT	$ 300.00	executive
368740	4/30/2025	INV-006367	DEPARTMENT OF ECOLOGY	OLD PLANT CLEANUP- ACCOUNT 1T000606 ECY-013605	$ 930.52	dwtp
368739	4/30/2025	MFD0079	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS- BACT RAW	$ 63.00	dwtp
368952	5/1/2025	1400044-0043-8	WASTE MANAGEMENT	APRIL 2025 CONTRACTED SERVICES	$ 157,023.42	finance
369016	5/1/2025	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 4/2-5/1/2025	$ 17.76	publib

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
369017	5/1/2025	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST (4/2-5/1/2025)	$ 29.32	publib
368982	5/1/2025	2201	CAMANO ISLAND FIRE RESCUE	ART OF SMOKE CLASS (MT, SE, AA)	$ 150.00	medic
368752	5/1/2025	291527	REECE, STORMIE	DEPOT JANITORIAL SERVICES	$ 1,782.00	parks1
368754	5/1/2025	3616	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 250.00	pubdef
368756	5/1/2025	3617	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 170.00	pubdef
368757	5/1/2025	3618	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 60.00	pubdef
368758	5/1/2025	3619	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 10.00	pubdef
368759	5/1/2025	3620	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 130.00	pubdef
368760	5/1/2025	3621	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 340.00	pubdef
368761	5/1/2025	3622	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 60.00	pubdef
368762	5/1/2025	3623	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 100.00	pubdef
368763	5/1/2025	3624	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 100.00	pubdef
368764	5/1/2025	3625	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 90.00	pubdef
368986	5/1/2025	378241	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	$ 768.93	pwfac
369001	5/1/2025	5/1/25	PORT OF ANACORTES	ELECTRICITY & ENVIRONMENTAL FOR MARINE	$ 16.00	medic
368960	5/1/2025	7420066576	CARDINAL HEALTH 110, INC.	PHARMA: NACL IS, ADRENALIN, CALCIUM	$ 1,105.99	medic
368954	5/1/2025	851913456	THOMSON REUTERS - WEST	THOMSON REUTERS - WESTLAW SUBSCRIPTION - APRIL	$ 278.53	pubdef
368978	5/1/2025	85756168	BOUND TREE MEDICAL, LLC	PHARMA: DEXTROSE	$ 413.64	medic
369141	5/1/2025	Cogent - 250501	COGENT COMMUNICATIONS, LLC	BACKUP DEDICATED INTERNET ACCESS, MAY 2025	$ 3,705.87	fiber
368987	5/1/2025	I2506120	WASHINGTON STATE PATROL	BACKGROUND CHECKS; APRIL 2025	$ 72.00	apd
369008	5/1/2025	Pay App 13	SUMMITX CONTRACTORS, INC	EDA FIBER EXPANSION - CONSTRUCTION	$ 234,218.06	fiber
368765	5/1/2025	VB004	MAMEA, SHERRI	PAYMENT FOR GYM SUPERVISING DROP-IN	$ 802.00	pkrec
368894	5/1/2025	0000012802	ANACORTES SCHOOL DISTRICT #103	JOINT USE AGREEMENT FOR FACILITIES - MAY 2025	$ 7,000.00	pkrec
368990	5/1/2025	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD AVE ST LIGHTS: 4/2-5/1/25	$ 12.38	dshop
368988	5/1/2025	220030712800	PUGET SOUND ENERGY INC	STREET LIGHTS: 4/2-5/1/25	$ 7.68	dshop
368741	5/1/2025	2722820-0043-4	WASTE MANAGEMENT	WTP TRASH, RECYCLE PICKUP-04/01- 04/30/25	$ 302.96	dwtp
368884	5/1/2025	3179	NORTHWEST CORROSION	WATER TRANSMISSION PIPELINE CATHODIC PROTECTION SYSTEM TESTING/EVALUATION	$ 1,058.72	dwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
368890	5/2/2025	148953	VENTEK INTERNATIONAL	WA PARK PAYSTATION MONITORING	$ 270.00	parks1
368994	5/2/2025	1552	FIDALGO CLEANING	APD CLEANING & SUPPLIES (4/21-5/4)	$ 905.00	apd
368887	5/2/2025	2024/4 CDBG 119	THE SALVATION ARMY	SALVATION ARMY FOOD PANTRY FLOORING AND SHELVING	$ 15,844.48	plan
369006	5/2/2025	4	MATRIX CONSULTING GROUP, LTD	DEVELOPMENT REVIEW PROCESS EVALUATION - APRIL 2025	$ 17,420.00	plan
368883	5/2/2025	5071338751	RICOH USA, INC	S/N C86180481 PARKS 2/1-4/30	$ 12.63	finance
368881	5/2/2025	CL90068	NELSON-REISNER DISTRIBUTOR INC	VEHICLE FUEL - APRIL	$ 27,049.09	finance
369134	5/2/2025	40002	BRAUN NORTHWEST, INC	NORTH STAR 167-1 AMBULANCE CHASSIS - ERR2008	$ 67,591.46	pw1
368966	5/3/2025	2025-04-AGO	GDIXONLAW	PUB DEF CONFL	$ 230.00	pubdef
368967	5/3/2025	2025-04-AGR	GDIXONLAW	PUB DEF CONFL	$ 60.00	pubdef
368974	5/3/2025	2025-04-BRP	GDIXONLAW	PUB DEF CONFL	$ 230.00	pubdef
368961	5/3/2025	2025-04-CB	GDIXONLAW	PUB DEF CONFL	$ 240.00	pubdef
368972	5/3/2025	2025-04-CP	GDIXONLAW	PUB DEF CONFL	$ 180.00	pubdef
368969	5/3/2025	2025-04-DK	GDIXONLAW	PUB DEF CONFL	$ 30.00	pubdef
368957	5/3/2025	2025-04-EB	GDIXONLAW	PUB DEF CONFL	$ 80.00	pubdef
368963	5/3/2025	2025-04-GD	GDIXONLAW	PUB DEF CONFL	$ 30.00	pubdef
368975	5/3/2025	2025-04-HT	GDIXONLAW	PUB DEF CONFL	$ 120.00	pubdef
368959	5/3/2025	2025-04-JB	GDIXONLAW	PUB DEF CONFL	$ 80.00	pubdef
368964	5/3/2025	2025-04-JD	GDIXONLAW	PUB DEF CONFL	$ 220.00	pubdef
368968	5/3/2025	2025-04-JKE	GDIXONLAW	PUB DEF CONFL	$ 10.00	pubdef
368973	5/3/2025	2025-04-JR	GDIXONLAW	PUB DEF CONFL	$ 410.00	pubdef
368977	5/3/2025	2025-04-JZ	GDIXONLAW	PUB DEF CONFL	$ 110.00	pubdef
368956	5/3/2025	2025-04-MBE	GDIXONLAW	PUB DEF CONFL	$ 70.00	pubdef
368970	5/3/2025	2025-04-MM	GDIXONLAW	PUB DEF CONFL	$ 70.00	pubdef
368971	5/3/2025	2025-04-MN	GDIXONLAW	PUB DEF CONFL	$ 130.00	pubdef
368958	5/3/2025	2025-04-RB	GDIXONLAW	PUB DEF CONFL	$ 80.00	pubdef
368955	5/3/2025	2025-04-SA	GDIXONLAW	PUB DEF CONFL	$ 90.00	pubdef
368962	5/3/2025	2025-04-SB	GDIXONLAW	PUB DEF CONFL	$ 160.00	pubdef
368976	5/3/2025	2025-04-TW	GDIXONLAW	PUB DEF CONFL	$ 80.00	pubdef
368984	5/5/2025	03188	SKAGIT COUNTY SHERIFF'S OFFICE	APRIL JAIL TAX PAYMENT PER CONTRACT	$ 76,736.53	finance
368999	5/5/2025	3497	OAB ENGINEERING, LLC	STA 3 DATA SERVICES: MAY	$ 150.00	medic
368981	5/5/2025	43642	ORCA INFORMATION, INC	NEW HIRE BACKGROUND CHECKS	$ 540.00	hr

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
369122	5/5/2025	1181	BE ENTERPRISES LLC	2025 JANITORIAL SERVICES - APRIL 2025	$ 10,027.30	pw1
369123	5/5/2025	1187	BE ENTERPRISES LLC	2025 WTP JANITORIAL SERVICES - APRIL 2025	$ 1,120.00	pw1
369005	5/5/2025	14562584	BROWN AND CALDWELL	WWTP INCINERATION EVALUATION/SOLIDS SYSTEM PLANNING - 3/28/25-4/24/25	$ 13,153.21	dwwtp
369128	5/6/2025	May 2025	COMMUNITY ACTION OF SKAGIT CTY	ANACORTES COMMUNITY ACTION OFFICE & CARE SPECIALIST -	$ 7,041.66	plan
369013	5/6/2025	1186	BE ENTERPRISES LLC	PUBLIC RESTROOM MAINTENANCE	$ 3,575.10	plan
369113	5/6/2025	130-4120-01	TOMOVICK, LARRY	UB Refund Cst #056698	$ 134.38	finance
369136	5/6/2025	1784817	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	$ 36.00	finance
369023	5/6/2025	21-043-FIN-001	ANACORTES FAMILY CENTER	APRIL AFFORDABLE HOUSING TAX PAYMENT	$ 26,225.65	finance
369024	5/6/2025	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	APRIL AFFORDABLE HOUSING TAX PAYMENT	$ 26,225.65	finance
369021	5/6/2025	29099010371051	CLAUS, ELISABETH A	REFUND OF LOST BOOK FEE	$ 40.00	publib
369018	5/6/2025	507028088	MIDWEST TAPE, LLC.	DVDS FOR COLLECTION	$ 24.09	publib
369114	5/6/2025	700-3630-00	MCKNIGHT, MEGHAN	UB Refund Cst #064579	$ 79.00	finance
369014	5/6/2025	CDBG-CV Final payout	THE SALVATION ARMY	2020 COVID FUNDS FOR COLD WINTER SHELTER. FINAL PAYMENT	$ 3,067.51	plan
369142	5/6/2025	1200713410	HDR ENGINEERING, INC	WTP LEAD AND COPPER RULE (LCR) SAMPLING PLAN - 12/29/24 - 3/29/25	$ 14,891.90	dwtp
369118	5/6/2025	1784840	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	$ 84.00	dshop
369127	5/6/2025	23-205-ERR-0011	CUMMINS, INC.	RETAINAGE RELEASE - RETAINAGE FROM 2023 NOT PAID THROUGH DOC 336752	$ 1,710.64	pw1
369140	5/6/2025	24-213-WTR-0011	LEFEBER TURF FARM, LLC	RETAINAGE RELEASE	$ 319.92	pw1
369129	5/6/2025	25095	INDUSTRIAL RESOURCES, INC.	MAINTENANCE SUPPLIES	$ 1,352.07	dwwtp
369121	5/6/2025	Pay App 3	REGENCY NW CONSTRUCTION, INC	LIBRARY YOUNG ADULTS INTERIOR RENOVATION PROJECT	$ 65,061.31	publib
369148	5/7/2025	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; APRIL 2025	$ 291.00	pending
369145	5/7/2025	062025	WHITE, DAVID	PIANO PLAYING FOR ART WALK	$ 50.00	parks1
	Total				**$ 1,322,047.18**	

City Council Agenda Bill

Meeting Date: May 12, 2025 **Agenda Item:** 5.c.

Agenda Item Title: Special Event: Oyster Run Festival

Staff Contact(s): Stephanie Snyder

Approved for Submittal to Council by	**Action Type**
Stephanie Snyder John Coleman	Motion

Item Summary: Motorcycle Rally the last Sunday in September, 2025. This event closes Commercial Avenue and several side streets for vendors, drill teams and music. This event creates overtime needs from City of Anacortes staff, including police dept. and EMS.

Budget Impact:
Lodging Tax Funding $10,000 for this event to assist with the cost of staff overtime was previously approved by council. The Oyster Run organization will be billed for the cost of overtime, and the tourism promotional funding will be reimbursed to the organization after overtime invoice from the city is paid in full.

Previous Action: Approved in 2024

Recommended Motion: Approve

Alternative Actions: Discussion - Modify - Disapprove

Attachments (listed in order presented):
1. Oyster Run Special Event Application
2. Oyster Run Indemnification Agreement
3. Oyster Run Event Map
4. Special Event Insurance Requirements

Special Event Application Processing

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

View Anacortes Municipal Code Chapter 7.04, Special Events

Application

Application Date *

2/28/2025

Event Name *

OYSTER RUN

Event Type

- [x] Street Fair / Festival
- [ ] Athletic Event
- [ ] Parade
- [ ] Rally / Demonstration
- [ ] Filming
- [ ] Other identified in AMC 7.04.010

Applicant/Organization Name *

OYSTER RUN COMMITTEE

Mailing Address *

5129 Evergreen Way Suite D #473 Everett, WA 98203

Event Contact Person *

ANGIE HAYNES

Event Contact Email *

angela.haynes@comcast.net

Event Contact Phone *

4255088524

Event Website

WWW.OYSTERRUN.ORG

Estimated Number of Participants/Attendees *

10000

Event Description *

MOTORCYCLE RALLY WITH VENDORS, LIVE MUSIC AND DRILL TEAM

Will food vendors participate in this event? *

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

(●) Yes ( ) No

Date Event Starts *

9/28/2025

Time Event Starts *

8:00:00 AM

Date Event Ends *

9/28/2025

Time Event Ends *

5:00:00 PM

Date Street Closure Starts *

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

9/28/2025

Time Street Closure Starts *

6:00:00 AM

Date Street Closure Ends *

9/28/2025

Time Street Closure Ends *

6:00:00 PM

Event Location *

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

DOWNTOWN ANACORTES, COMMERCIAL AVE FROM 4TH TO 10TH AND ONE BLOCK EAST AND WEST, O TO Q

Parking Location

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

Event Map (optional)

Upload one or more maps of the event

OR MAP 2025 FINAL! (1).pdf 1.22MB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

indemnification.pdf 241.06KB

Download the Indemnification Agreement here.

Signage

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

Insurance

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

Electronic Signature Agreement

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

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

☑ Yes

Signature

Angie Haynes

Admin Review

Council Meeting Date *

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

4/7/2025

Staff Review Deadline *

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

3/31/2025

Administrator comments and conditions of approval

Do Dept Heads want to meet with Oyster Run Organization prior to Council meeting in April? Angela Haynes is free on Mondays and is working to see what Mondays other event volunteers can attend. I suggest March 17 or 24th if we want a prelim meeting before council approval I put out in time to April 7th.

Insurance Certificate

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

.

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Legal Department concerns, objections, or conditions of approval *

Organizer needs to provide insurance as described in the attached document at least 30 days prior to the commencement of the event, including both the certificate of insurance and additional insured endorsement. Limits are identified in the attached document and the minimum requirements are provided. Receipt of all required insurance documents is a condition to approval. Additionally, organizer must provide licensed flaggers for all traffic management per staff direction.

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

complete department staffing with a majority of the staff on foot patrols in the downtown area

Police Department concerns, objections, or conditions of approval *

None

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

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

None

Departmental attachments

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

Special Event Insurance Requirements.pdf 115.34KB

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, their 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.

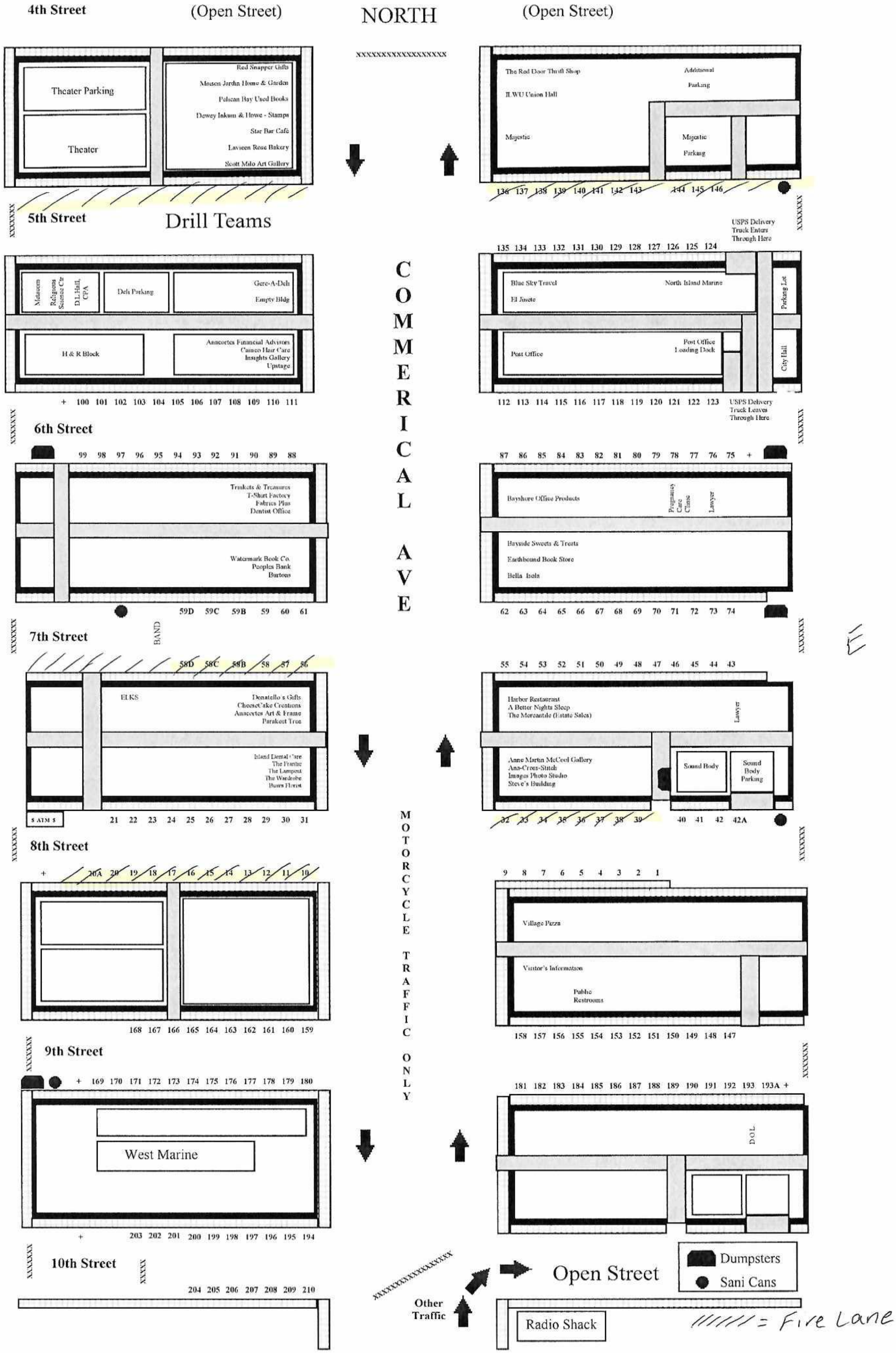
Date: 2/28/25

Angie Haynes
Name and Title – Printed

Angie Haynes
Signature

Oyster Run Committee member
Name and Title – Printed

Angie Haynes
Signature



4th Street
(Open Street)
NORTH
(Open Street)
Theater Parking
Theater
Red Snapper Gifts
Maison Jardin Home & Garden
Pelican Bay Used Books
Dewey Inkum & Howe - Stamps
Star Bar Café
Lavieen Rose Bakery
Scott Milo Art Gallery
The Red Door Thrift Shop
ILWU Union Hall
Majestic
Additional Parking
Majestic Parking
136 137 138 139 140 141 142 143 144 145 146
5th Street
Drill Teams
USPS Delivery Truck Enters Through Here
135 134 133 132 131 130 129 128 127 126 125 124
Metaxorn
Religious Science Ctr
D.L.Hall, CPA
Deli Parking
Gere-A-Deli
Empty Bldg
H & R Block
Anacortes Financial Advisors
Cameo Hair Care
Insights Gallery
Upstage
Blue Sky Travel
El Jinete
North Island Marine
Parking Lot
Post Office
Post Office Loading Dock
City Hall
COMMERICAL AVE
+ 100 101 102 103 104 105 106 107 108 109 110 111
112 113 114 115 116 117 118 119 120 121 122 123
USPS Delivery Truck Leaves Through Here
6th Street
99 98 97 96 95 94 93 92 91 90 89 88
87 86 85 84 83 82 81 80 79 78 77 76 75 +
Trinkets & Treasures
T-Shirt Factory
Fabrics Plus
Dentist Office
Watermark Book Co.
Peoples Bank
Burtons
Bayshore Office Products
Pregnancy Care Clinic
Lawyer
Bayside Sweets & Treats
Earthbound Book Store
Bella Isola
59D 59C 59B 59 60 61
62 63 64 65 66 67 68 69 70 71 72 73 74
7th Street
BAND
58D 58C 58B 58 57 56
55 54 53 52 51 50 49 48 47 46 45 44 43
ELKS
Donatello's Gifts
Cheesecake Creations
Anacortes Art & Frame
Parakeet Tree
Island Dental Care
The Frantic
The Lamppost
The Wardrobe
Burrs Florist
Harbor Restaurant
A Better Nights Sleep
The Mercantile (Estate Sales)
Lawyer
Anne Martin McCool Gallery
Ana-Cross-Stitch
Images Photo Studio
Steve's Building
Sound Body
Sound Body Parking
$ ATM $
21 22 23 24 25 26 27 28 29 30 31
32 33 34 35 36 37 38 39 40 41 42 42A
8th Street
MOTORCYCLE TRAFFIC ONLY
+ 20A 20 19 18 17 16 15 14 13 12 11 10
9 8 7 6 5 4 3 2 1
Village Pizza
Visitor's Information
Public Restrooms
168 167 166 165 164 163 162 161 160 159
158 157 156 155 154 153 152 151 150 149 148 147
9th Street
+ 169 170 171 172 173 174 175 176 177 178 179 180
181 182 183 184 185 186 187 188 189 190 191 192 193 193A +
West Marine
DOL
+ 203 202 201 200 199 198 197 196 195 194
10th Street
204 205 206 207 208 209 210
Other Traffic
Open Street
Dumpsters
Sani Cans
Radio Shack
W
E
////// = Fire Lane

INSURANCE AND INDEMNITY REQUIREMENTS FOR SPECIAL EVENTS

City of Anacortes

Indemnification / Hold Harmless

Permittee shall defend, indemnify, and hold harmless the City of Anacortes ("City"), its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the special event or from any activity, work or thing done, permitted, or suffered by Permittee in or about the City, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

A. Insurance Term

Permittee shall procure and maintain for the duration of the special event insurance against claims for injuries to persons or damage to property which may arise from or in connection with the special event and the activities of the Permittee and his or her guests, representatives, volunteers, and employees.

B. No Limitation

User's maintenance of insurance as required by the permit shall not be construed to limit the liability of the Permittee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Required Insurance

Permittee's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City shall be named as additional insured on Permittee's General Liability insurance policy. The General Liability insurance shall be written with limits no less than $5,000,000 each occurrence, $5,000,000 general aggregate.

The insurance policy shall contain or be endorsed to contain that the Permittee's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Permittee's insurance and shall not contribute with it.

D. Public Entity Full Availability of Permittee Limits

If the Permittee 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 Permittee, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Permittee.

E. Certificate of Insurance and Acceptability of Insurers

The Permittee shall provide a certificate of insurance and additional insured endorsement evidencing the required insurance at least 30 days before the special event.

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

City Council Agenda Bill

Meeting Date: May 12, 2025 **Agenda Item:** 5.d.

Agenda Item Title: Contract Modification: Pedestrian Roadway Crossing Improvement Project – Design #25-087-TRN-001

Staff Contact(s): Logan Lee, Andrew Rheaume

Approved for Submittal to Council by	**Action Type**
Tiffany Matson Andrew Rheaume	Contract Modification

Item Summary: City staff seeks Council consent to issue a contract modification to Transpo Group in the amount of $29,400.00, increasing the total contract price to $84,900.00.

Background:

1. Reason for Contract Change: The modification provides for an addition to the Scope of Work to include plans, specifications, and an engineer's opinion of probable costs for a new crossing at 23rd Street and D Avenue.
2. History: The City of Anacortes is moving forward with improvements to pedestrian crossings to enhance multimodal access. This phase of the project focuses on the design of key crossing locations to improve pedestrian mobility and safety throughout the community. The goal is to have the designs completed and ready for bid by August 2025.
3. Key Terms: increase of $29,400.00, no change to term of agreement.
4. Competitive Bidding: Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work.

Budget Impact:

Consultant	Transpo Group
Original Agreement Amount	$55,500.00
Current Agreement Amount	$55,500.00

Change Per This Modification	$29,400.00
Total After Modification	$84,900.00
Earmarked Funds	$350,000.00
BARS #	105.720.595.30.63
Paid on Contract as of 5/5/2024	$3,335.00
Budget Amendment Required?	No
Start Date	Contract execution
End Date	10/1/2025

Previous Action: Contract 25-087-TRN-001 was approved at the 3/17/2025 City Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with Transpo Group under Contract 25-087-TRN-001, in the amount of $29,400.00 increasing the total contract price to $84,900.00.

Alternative Actions: Not approve the modification.

Attachments (listed in order presented):

1. 25-087-TRN-001 Mod 01

Date May 12, 2025
Page 1 of 1 Page

Contract Title PEDESTRIAN ROADWAY CROSSING IMPROVEMENT PROJECT – DESIGN
Consultant TRANSPO GROUP

BACKGROUND

This modification is issued in accordance with Article 21, Changes/Additional Work and provides for an addition to the Scope of Work to include plans, specifications, and an engineer's opinion of probable costs for a new crossing at 23rd Street and D Avenue. Accordingly, the contract price is increased by $29,400.00, from $55,500.00 to $84,900.00, and the following changes are incorporated under this contract:

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

"Per Modification 01, Consultant shall provide engineering services to the City for the plans, specifications, and an engineer's opinion of probable costs for a new crossing at 23rd Street and D Avenue as detailed in Exhibit D, which is attached hereto and incorporated by reference."

ARTICLE 2. Price and Payment Terms. The paragraph is revised to read:

"The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Eighty-Four Thousand Nine Hundred Dollars ($84,900.00).** The billable rates for services provided shall be in accordance with Exhibits B and D, which are attached hereto and incorporated by reference."

All other terms of the contract remain unchanged.

CITY OF ANACORTES

By ______________________________

Date______________________________

TRANSPO GROUP

By ______________________________

Date______________________________

Original Agreement Amount	$55,500.00	Original Contract Completion Date	10/01/2025
Current Agreement Amount	$55,500.00	Current Contract Completion Date	10/01/2025
Change Per this Modification	$29,400.00	Net Change	0 Days
Total After Modification	$84,900.00	Contract Completion Date After Change	10/01/2025

Agreement #25-087-TRN-001
EXHIBIT D

Client Name:	City of Anacortes
Project Name:	Anacortes Pedestrian Crossing Improvements
Original Agreement Dated:	March 5, 2025
Amendment Dated:	April 17, 2025 TG: 1.25064.00

The existing Agreement for Services between Transpo Group (Transpo) and City of Anacortes (Client) is amended to include the following additional services and revised fee projection. All terms and conditions described in the Agreement remain in force and are not modified by this Amendment.

Scope of Services

In addition to the services described in Exhibit A of the Agreement, Transpo will provide the following services:

Transpo will provide plans, specifications, and an engineer's opinion of probable costs for a new crossing at 23rd Street and D Avenue.

Improvements include:

<u>23rd Street and D Avenue Roadway Crossing</u>
- ADA curb ramps
- Drainage Improvements
- Signing
- Channelization

Task 01—Project Management and Coordination

Amended Scope of Services:
Additional project coordination between Transpo and subconsultant(s).

Task 02—Data Collection

Amended Scope of Services:
22nd Street topographic survey area shall be replaced with topographic surveying at 23rd Street and D Avenue.

Task 03—30% Design

Amended Scope of Services:

B. Design Plans and Estimate

The 30% design submittal is anticipated to include the following additional plan sheets:

- Site Preparation Plan at 23rd St and D Ave (1 sheet)
- Roadway Plan at 23rd St and D Ave (1 sheet)
- Signing/Channelization Plan at 23rd St and D Ave (1 sheet)
- Signing/Channelization Plan at 32nd St (2 sheets)

Task 04—90% Design

Amended Scope of Services:

A. 90-percent complete Plans

The 90% design submittal is anticipated to include the following additional plan sheets:

- Site Preparation Plan at 23rd St and D Ave (1 sheet)
- Roadway Plan at 23rd St and D Ave (1 sheet)
- Roadway Details at 23rd St and D Ave (1 sheet)
- Signing/Channelization Plan at 23rd St and D Ave (1 sheet)
- Signing/Channelization Plan at 32nd St (2 sheets)

Task 07—Drainage Design

Amended Scope of Services:

Objective: Prepare plans, profiles, and details for bidding and construction of stormwater improvements at the southeast corner of 23rd Street and D Avenue in Anacortes, including a new catch basin and stormwater conveyance pipe connecting to the existing system.

Approach:

Survey and Background Review: Review provided survey data, roadway geometry, and project background information provided by Transpo.

Drainage Assessment: Evaluate existing drainage patterns and proposed grading at the crossing to confirm the appropriate placement and depth of the new catch basin.

Stormwater Design: Design the proposed catch basin and storm pipe alignment to connect to the existing system on 23rd Street.

Plan and Profile Sheet: Prepare plan and profile drawings showing the stormwater alignment and pipe elevations.

Detail Sheet: Develop construction details for the catch basin and pipe installation.

Design Coordination: Coordinate with Transpo to incorporate final drawings into the overall bid package.

Specifications: Prepare a technical specification section related to the stormwater improvements in Microsoft Word.

Cost Estimating: Provide an Engineer's opinion of probable construction cost (OPCC) for the proposed drainage elements.

Review Responses: Respond to review comments at the 30-percent and 90-percent submittals to prepare for the final submittal documents.

Project and Team Management: Review and monitor project progress, scope, and budget and manage the RH2 project team and resources. Provide monthly invoices.

Assumptions:

- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated of produced by Transpo, the City, or others in relation to this Scope of Work.*
- *Deliverables will be submitted in electronic format (PDF) unless otherwise noted.*
- *The services described herein will be performed to the level of effort identified in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by Transpo and RH2.*
- *OPCC is provided as a representation of RH2's best judgement as a design professional and is supplied as guidance to Transpo. RH2 does not guarantee the accuracy of construction cost estimates as compared to actual bids of costs of construction.*
- *No technical memorandum or permit support will be required.*
- *The topographic survey will be sufficient for this Scope of Work and a site visit is not necessary.*

- *No geologic or geotechnical information will be provided or obtained for this project. RH2's design will be based solely on available surface topography and visible site conditions. Subsurface conditions, including soil type, groundwater elevation, and bearing capacity, will not be evaluated or confirmed as part of this Scope of Work.*

Provided by Transpo:

- Topographic survey in AutoCAD format suitable for preparation of plan and profile drawings.
- Proposed grading and geometry of the crossing improvements, including curb ramp layout.
- Coordination and compilation of RH2's stormwater plans, specifications, and OPCC into the overall project bid package.
- Project milestone schedule and review deadlines for 30-percent, 90-percent, and final design submittals.

RH2 Deliverables

- Plan and profile sheet for drainage improvements.
- Construction details sheet.
- Stormwater technical specification section (in editable format).
- OPCC for drainage components.
- Response to comments and revisions at the 30- and 90-percent design milestones.

Fee

Transpo will provide the services detailed in Exhibit A of the Agreement as well as the additional services described in this Amendment on a time-and-materials basis. The revised fee projection for each identified task is outlined in Attachment A.

Exhibit D - Cost
Estimate Worksheet

Number / Project Name
1.25064.00

Billing rates are effective from April 27, 2024 through April 25, 2025, within the ranges shown in the attachment.
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Quality Control	Project Engineer	CAD/ Graphics	Project Admin
initials	DGN	RP	VM	CBS	AMC
labor category	Eng L4	Prin L7	Eng L3	Anyl L2	PA L5
cost rate	$185.00	$275.00	$155.00	$145.00	$195.00

Labor:

	Work Task						Hours	Cost
1	Project Management and Coordination	2	1		1	0.5	4.5	$888
2	Data Collection	See subconsultants below						
3	30% Design	6		6	4		16	$2,620
4	90% Design	6	1	10	6		23	$3,805
5	100% Design and Final PS&E	6	1	8	4		19	$3,205
6	Construction Phase Services (Optional)						0	$0
7	Drainage Design						0	$0
8							0	$0
9							0	$0
10							0	$0
11							0	$0
12							0	$0
13							0	$0
14							0	$0
15							0	$0
16							0	$0
17							0	$0
18							0	$0
19							0	$0
20							0	$0
	Total Hours	**20**	**3**	**24**	**15**	**0.5**	**62.5**	
	Labor Costs	**$3,700**	**$825**	**$3,720**	**$2,175**	**$98**		**$10,518**

Reimbursable Expenses:

	Item	Reimburs. Cost
1	Application	
2	Business Meals	
3	Mileage	
4	Miscellaneous	
5	Models/Renderings/Photos	
6	Parking	
7	Records Filing	
8	Registrations	
9	Reproductions	
10	Shipping/Courier	
11	Specialty Software	
12	Supplies	
13	Traffic Accident Data	
14	Traffic Count Vendors	
15	Travel, Hotel, Taxi, & Air Fare	
	Sub Total	$0
	Total (Cost + 15 percent)	**$0**

Subconsultants:

	Firm	Subs. Cost
1	Harmsen LLC (Survey)	$3,400
2	RH2 (Drainage)	$12,997
3	Subconsultant C	
4	Subconsultant D	
5	Subconsultant E	
	Sub Total	$16,397
	Total (Cost + 15 percent)	**$18,857**

TOTAL ESTIMATE	***$29,400***

Cost Estimate Prepared on: 4/17/2025

City Council Agenda Bill

Meeting Date: May 12, 2025 **Agenda Item:** 6.a.

Agenda Item Title: Contract Award: Commercial Ave Corridor Plan Phase 1 - 11th St to 13th St #19-095-TRN-005

Staff Contact(s): Andrew Rheaume, Logan Lee

Approved for Submittal to Council by	Action Type
Tiffany Matson Andrew Rheaume	Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of $1,964,312.10 to Colacurcio Brothers, Inc. to perform the construction of the Commercial Ave Corridor Plan Phase 1 – 11th St to 13 St project. The project provides for the improvement of Commercial Ave/SR 20 Spur/ 12th St from milepost 51.81 to 52.98 by resurfacing the roadway, installing new signal equipment, installing ADA curb ramps, mountable traffic islands, pavement markings and permanent signing and other work.

Background:

1. History: This project has been in process since September 2019 and was envisioned in the 2016 South Commercial Ave Corridor Plan. The project has had many iterations and is now a signalized intersection that includes pedestrian/bike improvements, modern signal equipment, ADA compliance, and pedestrian scale lighting.
2. Key Terms:
    - Contract is for a fixed price of $1,964,312.10.
    - Work shall start the working day following the date of the Notice to Proceed, and Physical completion shall be achieved within 60 calendar days after work commences.
3. Competitive Bidding: On April 2, 2025 the City solicited bids for the subject project and on May 1, 2025 a bid opening was conducted and 7 bids were received. Colacurcio Brothers, Inc. was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was $2,400,000. Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	Colacurcio Brothers, Inc.
Contract Amount	$1,964,312.10
Earmarked Funds	$3,050,000.00
BARS #	105.720.595.30.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	60 calendar days

Previous Action: Council approved contract 19-095-TRN-001 with Alta Planning + Design, Inc. for the project design work at the 9/23/2019 Council meeting. Modification 03 for contract 19-095-TRN-001 was approved at the 4/26/21 meeting. Modification 04 for contract 19-095-TRN-001 was approved at the 10/10/22 meeting. Modification 06 for contract 19-095-TRN-001 was approved at the 1/22/24 meeting. At the 3/4/2024 meeting City Council directed staff to evaluate a signalized intersection and return to City Council with updated information on the design, grants, cost and land acquisition. On 7/1/24 Council gave direction to continue with a signalized intersection. Contract 19-095-TRN-004 with WSDOT for project reviews was approved at the 8/5/24 meeting. Modification 08 for contract 19-095-TRN-001 was approved at the 3/10/25 meeting.

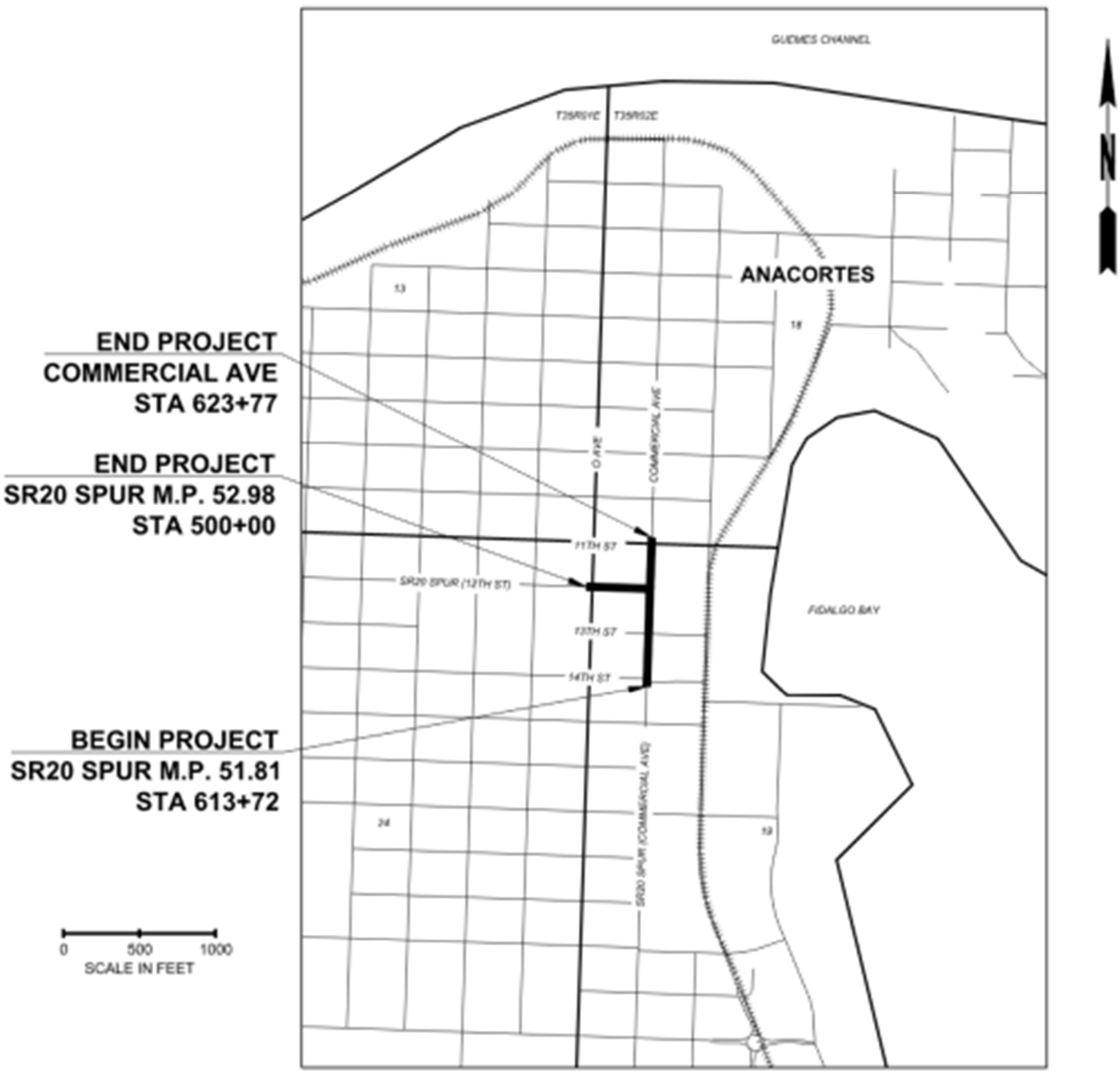
Recommended Motion: I move that City Council authorize the Mayor to sign contract 19-095-TRN-005 with Colacurcio Brothers, Inc. in the amount of $1,964,312.10 to perform the Commercial Ave Corridor Plan Phase 1 – 11th St to 13 St project.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. Map
2. 19-095-TRN-005 Bid Tabulation
3. 19-095-TRN-005

VICINITY MAP



City of Anacortes Public Works

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

19-095-TRN-005

Bid Tabulation

				Colacurcio Brothers		Trico		Faber Construction Corporation		Taylor's Excavators Inc.		Larry Brown Construction Inc.		SRV Construction Inc.		Granite Construction Company	
Bid Item	Description	Contract Quantities	Unit	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid
1	Mobilization	1	LS	$ 180,000.00	$180,000.00	$ 220,300.00	$220,300.00	$ 195,088.00	$195,088.00	$ 225,000.00	$225,000.00	$ 220,000.00	$220,000.00	$ 357,000.00	$357,000.00	$280,000.00	$280,000.00
2	Clearing and Grubbing	2	ACRE	$ 4,000.00	$8,000.00	$ 78,667.00	$157,334.00	$ 3,061.00	$6,122.00	$ 5,000.00	$10,000.00	$ 4,100.00	$8,200.00	$ 1,500.00	$3,000.00	$750.00	$1,500.00
3	Remove Drainage Structure	7	EA	$ 300.00	$2,100.00	$ 1,640.00	$11,480.00	$ 1,076.00	$7,532.00	$ 850.00	$5,950.00	$ 835.00	$5,845.00	$ 1,575.00	$11,025.00	$450.00	$3,150.00
4	Remove Cement Concrete Sidewalk	276	SY	$ 100.00	$27,600.00	$ 48.00	$13,248.00	$ 27.00	$7,452.00	$ 25.00	$6,900.00	$ 70.55	$19,471.80	$ 33.50	$9,246.00	$40.00	$11,040.00
5	Remove Curb and Gutter	510	LF	$ 20.00	$10,200.00	$ 42.00	$21,420.00	$ 15.00	$7,650.00	$ 10.00	$5,100.00	$ 27.25	$13,897.50	$ 37.00	$18,870.00	$30.00	$15,300.00
6	Remove Asphalt Conc. Pavement 0.3" Depth	8077	SY	$ 3.70	$29,884.90	$ 4.10	$33,115.70	$ 6.00	$48,462.00	$ 10.00	$80,770.00	$ 8.80	$71,077.60	$ 9.75	$78,750.75	$35.00	$282,695.00
7	Remove Paint Line	969	LF	$ 4.00	$3,876.00	$ 4.10	$3,972.90	$ 4.00	$3,876.00	$ 3.00	$2,907.00	$ 4.70	$4,554.30	$ 4.00	$3,876.00	$4.00	$3,876.00
8	Remove Plastic Line	3317	LF	$ 2.60	$8,624.20	$ 2.70	$8,955.90	$ 6.00	$19,902.00	$ 2.00	$6,634.00	$ 3.15	$10,448.55	$ 6.75	$22,389.75	$3.00	$9,951.00
9	Remove Plastic Traffic Marking	23	EA	$ 106.00	$2,438.00	$ 109.00	$2,507.00	$ 124.00	$2,852.00	$ 45.00	$1,035.00	$ 125.00	$2,875.00	$ 135.00	$3,105.00	$110.00	$2,530.00
10	Remove Plastic Crosswalk Line	536	SF	$ 10.00	$5,360.00	$ 11.00	$5,896.00	$ 10.00	$5,360.00	$ 10.00	$5,360.00	$ 12.50	$6,700.00	$ 11.00	$5,896.00	$11.00	$5,896.00
11	Remove Miscellaneous Traffic Item	1	LS	$ 4,000.00	$4,000.00	$ 10,042.00	$10,042.00	$ 2,125.00	$2,125.00	$ 5,000.00	$5,000.00	$ 6,585.00	$6,585.00	$ 56,000.00	$56,000.00	$63,000.00	$63,000.00
12	Remove 8" Storm Sewer Pipe	176	LF	$ 30.00	$5,280.00	$ 108.00	$19,008.00	$ 41.00	$7,216.00	$ 20.00	$3,520.00	$ 36.55	$6,432.80	$ 75.00	$13,200.00	$40.00	$7,040.00
13	Erosion/Water Pollution Control	1	LS	$ 5,000.00	$5,000.00	$ 25,116.00	$25,116.00	$ 23,611.00	$23,611.00	$ 8,000.00	$8,000.00	$ 15,000.00	$15,000.00	$ 39,750.00	$39,750.00	$45,000.00	$45,000.00
14	Roadway Excavation Incl. Haul	142	CY	$ 80.00	$11,360.00	$ 111.00	$15,762.00	$ 35.00	$4,970.00	$ 120.00	$17,040.00	$ 88.50	$12,567.00	$ 81.00	$11,502.00	$300.00	$42,600.00
15	Catch Basin Type 1	6	EA	$ 3,600.00	$21,600.00	$ 2,440.00	$14,640.00	$ 2,258.00	$13,548.00	$ 5,000.00	$30,000.00	$ 3,135.00	$18,810.00	$ 3,200.00	$19,200.00	$5,000.00	$30,000.00
16	Catch Basin Type 2	2	EA	$ 6,000.00	$12,000.00	$ 5,211.00	$10,422.00	$ 5,167.00	$10,334.00	$ 10,000.00	$20,000.00	$ 7,045.00	$14,090.00	$ 6,475.00	$12,950.00	$9,000.00	$18,000.00
17	Solid Wall PVC Storm Sewer Pipe 8 In. Diam.	169	LF	$ 150.00	$25,350.00	$ 128.00	$21,632.00	$ 67.00	$11,323.00	$ 160.00	$27,040.00	$ 112.00	$18,928.00	$ 285.00	$48,165.00	$150.00	$25,350.00
18	Connection To Drainage Structure	13	EA	$ 1,400.00	$18,200.00	$ 1,431.00	$18,603.00	$ 2,839.00	$36,907.00	$ 1,000.00	$13,000.00	$ 1,480.00	$19,240.00	$ 1,445.00	$18,785.00	$1,200.00	$15,600.00
19	Crushed Surfacing Base Course	17	CY	$ 200.00	$3,400.00	$ 238.00	$4,046.00	$ 105.00	$1,785.00	$ 180.00	$3,060.00	$ 200.00	$3,400.00	$ 128.00	$2,176.00	$220.00	$3,740.00
20	Gravel Base	43	CY	$ 130.00	$5,590.00	$ 116.00	$4,988.00	$ 96.00	$4,128.00	$ 150.00	$6,450.00	$ 200.00	$8,600.00	$ 94.00	$4,042.00	$190.00	$8,170.00
21	HMA Cl. 1/2 In. PG	2137	TON	$ 144.00	$307,728.00	$ 163.00	$348,331.00	$ 178.00	$380,386.00	$ 157.00	$335,509.00	$ 181.00	$386,797.00	$ 184.00	$393,208.00	$275.00	$587,675.00
22	Cement Conc. Traffic Curb And Gutter	531	LF	$ 56.00	$29,736.00	$ 80.00	$42,480.00	$ 45.00	$23,895.00	$ 46.00	$24,426.00	$ 71.40	$37,913.40	$ 67.50	$35,842.50	$65.00	$34,515.00
23	Plastic Line	6445	LF	$ 3.80	$24,491.00	$ 3.80	$24,491.00	$ 7.00	$45,115.00	$ 4.00	$25,780.00	$ 4.00	$25,780.00	$ 8.00	$51,560.00	$4.00	$25,780.00
24	Plastic Buffer Marking	442	LF	$ 11.00	$4,862.00	$ 11.00	$4,862.00	$ 15.00	$6,630.00	$ 5.00	$2,210.00	$ 12.50	$5,525.00	$ 16.00	$7,072.00	$12.00	$5,304.00
25	Plastic Traffic Arrow	13	EA	$ 420.00	$5,460.00	$ 437.00	$5,681.00	$ 249.00	$3,237.00	$ 500.00	$6,500.00	$ 500.00	$6,500.00	$ 370.00	$4,810.00	$425.00	$5,525.00
26	Truck Apron Cement Concrete Curb And Gutter	355	LF	$ 130.00	$46,150.00	$ 83.00	$29,465.00	$ 237.00	$84,135.00	$ 46.00	$16,330.00	$ 79.00	$28,045.00	$ 67.50	$23,962.50	$80.00	$28,400.00
27	Plastic Crosswalk Line	6447	SF	$ 14.00	$90,258.00	$ 15.00	$96,705.00	$ 15.00	$96,705.00	$ 5.00	$32,235.00	$ 13.50	$87,034.50	$ 16.00	$103,152.00	$15.00	$96,705.00
28	Plastic Bike Lane Symbol	16	EA	$ 370.00	$5,920.00	$ 382.00	$6,112.00	$ 622.00	$9,952.00	$ 450.00	$7,200.00	$ 435.00	$6,960.00	$ 675.00	$10,800.00	$400.00	$6,400.00
29	Plastic Stop Bar	180	LF	$ 20.00	$3,600.00	$ 22.00	$3,960.00	$ 25.00	$4,500.00	$ 15.00	$2,700.00	$ 30.00	$5,400.00	$ 27.00	$4,860.00	$22.00	$3,960.00
30	Plastic Traffic Letter	8	EA	$ 180.00	$1,440.00	$ 191.00	$1,528.00	$ 187.00	$1,496.00	$ 300.00	$2,400.00	$ 220.00	$1,760.00	$ 200.00	$1,600.00	$200.00	$1,600.00
31	Permanent Signing	1	LS	$ 12,000.00	$12,000.00	$ 21,958.00	$21,958.00	$ 22,405.00	$22,405.00	$ 20,000.00	$20,000.00	$ 23,165.00	$23,165.00	$ 23,000.00	$23,000.00	$50,000.00	$50,000.00
32	Traffic Signal System	1	LS	$ 685,000.00	$685,000.00	$ 590,000.00	$590,000.00	$ 709,237.00	$709,237.00	$ 685,000.00	$685,000.00	$ 763,000.00	$763,000.00	$ 798,500.00	$798,500.00	$630,000.00	$630,000.00
33	ITS	1	LS	$ 30,000.00	$30,000.00	$ 26,000.00	$26,000.00	$ 53,738.00	$53,738.00	$ 20,000.00	$20,000.00	$ 20,000.00	$20,000.00	$ 21,000.00	$21,000.00	$24,000.00	$24,000.00
34	Temporary Traffic Control	1	LS	$ 210,000.00	$210,000.00	$ 230,000.00	$230,000.00	$ 333,754.00	$333,754.00	$ 550,000.00	$550,000.00	$ 595,000.00	$595,000.00	$ 350,000.00	$350,000.00	$500,000.00	$500,000.00
35	Plastic Speed Bump Symbol	4	EA	$ 47.00	$188.00	$ 490.00	$1,960.00	$ 622.00	$2,488.00	$ 500.00	$2,000.00	$ 565.00	$2,260.00	$ 675.00	$2,700.00	$500.00	$2,000.00
36	Type 2 Raised Pavement Marker	36	EA	$ 26.00	$936.00	$ 27.00	$972.00	$ 12.00	$432.00	$ 30.00	$1,080.00	$ 31.00	$1,116.00	$ 13.50	$486.00	$50.00	$1,800.00
37	12" Dual-Faced Curb	150	LF	$ 50.00	$7,500.00	$ 44.00	$6,600.00	$ 56.00	$8,400.00	$ 75.00	$11,250.00	$ 50.00	$7,500.00	$ 60.00	$9,000.00	$50.00	$7,500.00
38	Cement Conc. Sidewalk	263	SY	$ 100.00	$26,300.00	$ 99.00	$26,037.00	$ 75.00	$19,725.00	$ 90.00	$23,670.00	$ 155.00	$40,765.00	$ 129.00	$33,927.00	$80.00	$21,040.00
39	Cement Conc. Curb Ramp Type All	16	EA	$ 3,850.00	$61,600.00	$ 5,232.00	$83,712.00	$ 1,556.00	$24,896.00	$ 2,950.00	$47,200.00	$ 3,315.00	$53,040.00	$ 4,600.00	$73,600.00	$2,000.00	$32,000.00
40	Detectable Warning Surface	338	SF	$ 60.00	$20,280.00	$ 60.00	$20,280.00	$ 56.00	$18,928.00	$ 65.00	$21,970.00	$ 81.00	$27,378.00	$ 75.00	$25,350.00	$65.00	$21,970.00
41	Apprenticeship Incentive	1	LS	$ 1,000.00	$1,000.00	$ 1,000.00	$1,000.00	$ 1,000.00	$1,000.00	$ 1,000.00	$1,000.00	$ 1,000.00	$1,000.00	$ 1,000.00	$1,000.00	$1,000.00	$1,000.00
	Indicates error on bid				$1,964,312.10		$2,194,622.50		$2,271,297.00		$2,321,226.00		$2,612,661.45		$2,714,358.50		$2,961,612.00

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as “City”) and Colacurcio Brothers, Inc., a private contractor at 3287 H St Rd, Blaine, WA 98230 (herein after referred to as “Contractor”).

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

I. **WORK**. The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the **COMMERCIAL AVE CORRIDOR PLAN PHASE 1 – 11TH ST TO 13TH ST**, in accordance with and as described in the Invitation for Bid entitled the same, Project No. 19-095-TRN-005. Incorporated by reference, and made a part hereof, are the Invitation for Bid aforementioned, current edition of the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10* and Amendments, except as modified by the Special Provisions included in this Invitation to Bid. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.

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

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

II. **PRICE**. The Total Contract Price is **One Million Nine Hundred Sixty-Four Thousand Three Hundred Twelve Dollars and Ten Cents ($1,964,312.10)**. The Contractor’s bid schedule is incorporated by reference and attached hereto as Exhibit A.

III. **TIME**. Unless otherwise stated in the Invitation for Bid, all physical construction activities shall be completed **Sixty (60) calendar days** from the first working day following the Notice to Proceed. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.

IV. **LIQUIDATED DAMAGES**. Under 1-08.9 of the current WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction,* the City is entitled to liquidated damages for each and every calendar day said work remains uncompleted after expiration of the specified time. However, rather than using the Liquidated Damages Formula, the Contractor agrees to pay the City $500.00 per day for each and every calendar day said work remains uncompleted. All other terms of WSDOT 1-08.9 remain unchanged.

V. **INDEMNIFICATION/HOLD HARMLESS**.
The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

Owner:	**Contractor:**
City of Anacortes	Colacurcio Brothers, Inc
______________________	______________________
Mayor	
______________________	______________________
Date	Title
	______________________
	Date

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

Attention: City Clerk

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

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

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

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

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

The bidder further agrees, if awarded the contract, to begin work the working day following the date of the Notice to Proceed and to (a) achieve **Physical Completion within Sixty (60) calendar days**, and (b) achieve **Contract Completion within Ninety (90) calendar days** after the date of the Notice to Proceed.

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

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

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

This contract provides for the improvement of Commercial Ave/SR 20 Spur/ 12th St from milepost 51.81 to 52.98 by resurfacing the roadway, installing new signal equipment, installing ADA curb ramps, mountable traffic islands, pavement markings and permanent signing and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The bid price shall include everything necessary for the prosecution and completion of the services as detailed in the specifications including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this bid.

CITY OF ANACORTES COMMERCIAL AVE CORRIDOR PLAN PHASE 1 – 11TH TO 13TH ST

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1	LS	MOBILIZATION 1-07.15(1)	At $ 180,000.00 Per Lump Sum	$ 180,000.00
2	2	ACRE	CLEARING AND GRUBBING	At $ 4,000.00 Per Acre	$ 8,000.00
3	7	EA	REMOVE DRAINAGE STRUCTURE	At $ 300.00 Per Each	$ 2,100.00
4	276	SY	REMOVE CEMENT CONCRETE SIDEWALK	At $ 100.00 Per Square Yard	$ 27,600.00
5	510	LF	REMOVE CURB AND GUTTER	At $ 20.00 Per Linear Foot	$ 10,200.00
6	8077	SY	REMOVE ASPHALT CONC. PAVEMENT 0.3' DEPTH	At $ 3.70 Per Square Yard	$ 29,884.90
7	969	LF	REMOVE PAINT LINE	At $ 4.00 Per Linear Foot	$ 3,876.00
8	3317	LF	REMOVE PLASTIC LINE	At $ 2.60 Per Linear Foot	$ 8,624.20
9	23	EA	REMOVE PLASTIC TRAFFIC MARKING	At $ 106.00 Per Each	$ 2,438.00
10	536	SF	REMOVE PLASTIC CROSSWALK LINE	At $ 10.00 Per Square Foot	$ 5,360.00

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
11	1	LS	REMOVE MISCELLANEOUS TRAFFIC ITEM	At $ 4,000.00 Per Lump Sum	$ 4,000.00
12	176	LF	REMOVE 8" STORM SEWER PIPE	At $ 30.00 Per Linear Foot	$ 5,280.00
13	1	LS	EROSION/WATER POLLUTION CONTROL	At $ 5,000.00 Per Lump Sum	$ 5,000.00
14	142	CY	ROADWAY EXCAVATION INCL. HAUL	At $ 80.00 Per Cubic Yard	$ 11,360.00
15	6	EA	CATCH BASIN TYPE 1	At $ 3,600.00 Per Each	$ 21,600.00
16	2	EA	CATCH BASIN TYPE 2	At $ 6,000.00 Per Each	$ 12,000.00
17	169	LF	SOLID WALL PVC STORM SEWER PIPE 8 IN. DIAM.	At $ 150.00 Per Linear Foot	$ 25,350.00
18	13	EA	CONNECTION TO DRAINAGE STRUCTURE	At $ 1,400.00 Per Each	$ 18,200.00
19	17	CY	CRUSHED SURFACING BASE COURSE	At $ 200.00 Per Cubic Yard	$ 3,400.00
20	43	CY	GRAVEL BASE	At $ 130.00 Per Cubic Yard	$ 5,590.00
21	2137	TON	HMA CL. 1/2 IN. PG	At $ 144.00 Per Ton	$ 307,728.00
22	531	LF	CEMENT CONC. TRAFFIC CURB AND GUTTER	At $ 56.00 Per Linear Foot	$ 29,736.00
23	6445	LF	PLASTIC LINE	At $ 3.80 Per Linear Foot	$ 24,491.00

24	442	LF	PLASTIC BUFFER MARKING	At $ 11.00 Per Linear Foot	$ 4,862.00
25	13	EA	PLASTIC TRAFFIC ARROW	At $ 420.00 Per Each	$ 5,460.00
26	355	LF	TRUCK APRON CEMENT CONCRETE CURB AND GUTTER	At $ 130.00 Per Linear Foot	$ 46,150.00
27	6447	SF	PLASTIC CROSSWALK LINE	At $ 14.00 Per Square Foot	$ 90,258.00
28	16	EA	PLASTIC BIKE LANE SYMBOL	At $ 370.00 Per Each	$ 5,920.00
29	180	LF	PLASTIC STOP BAR	At $ 20.00 Per Linear Foot	$ 3,600.00
30	8	EA	PLASTIC TRAFFIC LETTER	At $ 180.00 Per Each	$ 1,440.00
31	1	LS	PERMANENT SIGNING	At $ 12,000.00 Per Lump Sum	$ 12,000.00
32	1	LS	TRAFFIC SIGNAL SYSTEM	At $ 685,000.00 Per Lump Sum	$ 685,000.00
33	1	LS	ITS	At $ 30,000.00 Per Lump Sum	$ 30,000.00
34	1	LS	TEMPORARY TRAFFIC CONTROL	At $ 210,000.00 Per Lump Sum	$ 210,000.00
35	4	EA	PLASTIC SPEED BUMP SYMBOL	At $ 47.00 Per Each	$ 188.00
36	36	EA	TYPE 2 RAISED PAVEMENT MARKER	At $ 26.00 Per Each	$ 936.00

37	150	LF	12" DUAL-FACED CURB	At $ 50.00 Per Linear Foot	$ 7,500.00
38	263	SY	CEMENT CONC. SIDEWALK	At $ 100.00 Per Square Yard	$ 26,300.00
39	16	EA	CEMENT CONC. CURB RAMP TYPE ALL	At $ 3,850.00 Per Each	$ 61,600.00
40	338	SF	DETECTABLE WARNING SURFACE	At $ 60.00 Per Square Foot	$ 20,280.00
41	1	LS	APPRENTICESHIP INCENTIVE	At $1,000.00 Per Lump Sum	$1,000.00
				TOTAL	$ 1,964,312.10

* RULE 171 APPLIES TO ALL BID ITEMS IN THIS PROJECT. SEE SPECIAL PROVISION 1-07.2(1) FOR CLARIFICATION.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum 1, Initial CL Addendum ____, Initial ____

Addendum 2, Initial CL Addendum ____, Initial ____

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

BID DEPOSIT

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

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

NOTICE TO ALL BIDDERS

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

BIDDER CERTIFIES

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

Name of Bidder: COLACURCIO BROTHERS, INC.

Contact Name: CHRIS COLACURCIO

Mailing Address: 3287 H ST RD

City, State, Zip: BLAINE, WA 98230

Business Telephone: 360-332-4044 Cell Phone: 360-305-9723

Email Address: C.COLACURCIO@COLACURCIOBROTHERS.COM

Contractor's State License No: COLACBI150P8

UBI Number: 600-555-169

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

COLACURCIO BROTHERS, INC. SEC/TREAS

(Corporate Seal) Name of Bidder Title

5/1/25

Date Signature of Bidder

CHRIS COLACURCIO

Print Name

City Council Agenda Bill

Meeting Date: May 12, 2025 **Agenda Item:** 6.b.

Agenda Item Title: Contract Award: Farmers Market Lease Agreement #25-077-PRK-001

Staff Contact(s): Jonn Lunsford

Approved for Submittal to Council by	**Action Type**
Jenna Miller Jonn Lunsford	Contract Award

Item Summary: City staff seeks City Council approval to execute Depot Building Lease Agreement 25-077-PRK-001 with the Anacortes Farmers Market (AFM). The agreement will renew the previous lease agreement from 2020 and allow AFM to continue using the Depot Arts Center for office space, special events, and the weekly farmers market.

Background:

1. History: The City and AFM entered into lease agreement 20-107-PRK-001 on June 25, 2020, and was terminated on December 31, 2023. This revised agreement no longer includes AFM sharing a space with the Friends of the Anacortes Community Forest Lands staff but does provide the AFM will share space to additional tenants as necessary with prior mutual agreement.
2. Key Terms:
    - The AFM will pay rent the City via cash payment of $2,000 per year plus leasehold excise tax or with in-kind improvements to the site with a value of $1,500 per year with prior approval of the City.
    - This agreement shall be deemed effective retroactively as of January 1, 2024, and have the option to renew for an additional three-year period upon written notice to the City no later than December 1, 2027.

Budget Impact:
This will continue to bring a small amount of revenue into the city from the Farmers Market. Of equal importance is the support of the local businesses and farmers who are vendors at the Market through the summer and early fall.

Previous Action: Renewal of previous lease.

Recommended Motion: I move that City Council authorize the Mayor to execute Depot Building Lease Agreement 25-077-PRK-001 between the City of Anacortes and Anacortes Farmers Market.

Alternative Actions: Not approve the agreement.

Attachments (listed in order presented):

1. 25-077-PRK-001
2. Farmers Market Lease Agreement 25 077 PRK 001

LEASE AND USE AGREEMENT #25-077-PRK-001

Between the City of Anacortes and the Anacortes Farmers Market

This LEASE AND USE AGREEMENT ("Agreement") dated ____________, is between the City of Anacortes, a Washington municipal corporation and the Anacortes Farmers Market, a Washington non-profit corporation,

WHEREAS, the City of Anacortes owns certain property known as "Railroad Depot Property," located on the property legally described in Exhibit A attached hereto and more particularly depicted in the map attached as Exhibit B; and

WHEREAS, the Anacortes Farmers Market is a community, non-profit citizens' organization whose purpose is to provide education to the community about sustainable agriculture and local commerce, to develop programs which bring affordable, local produce to the underprivileged, to support local commerce and tourism; and

WHEREAS, the Parties entered into a lease and use agreement #20-107-PRK-001 executed on June 25, 2020, which terminated on December 31, 2023; and

WHEREAS, the Parties now wish to enter into a new lease and use agreement to allow continued use of the Railroad Depot Property.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

The City of Anacortes, hereinafter referred to as "City" for and in consideration of the covenants and agreements contained herein, hereby agrees to lease to the Anacortes Farmers Market, hereinafter referred to as "AFM," and AFM agrees to lease from the City the following described property located in Anacortes, Skagit County, State of Washington:

The property consists of a shared office within the Depot Building located at 611 R Avenue in Anacortes. AFM agrees to share the space as necessary. AFM acknowledges that an additional tenant of like kind may be able to share the office as space and time allow, with prior mutual agreement.

1. TERM. This Agreement shall commence on the 1st day of January 2024, and shall continue through December 31, 2027. AFM shall, by giving written notice to the City no later than December 1 of 2027, have an option to renew said lease for an additional three (3) year period on such terms and conditions as may be agreed upon by the parties hereto.

2. RENT. AFM covenants and agrees to pay to the City rent for said premises with rent to include two components:

a. Cash payment: AFM will pay $2,000 per year plus leasehold excise tax with such payment to be made to the City by September 30 of each year.

b. In-kind option: AFM will provide the City with in-kind improvements to the site with a value of at least $1,500 per year. All in-kind improvements must receive prior approval of the City. AFM may make payment of $1,500 as alternative to providing in-kind improvements. All rents pursuant to this section 2(b) must be received prior to the end of the current calendar year.

3. LEASEHOLD EXCISE TAX. Annual rent is exclusive of WA state leasehold excise tax. Lessee is responsible to lessor for rent as well as currently prevailing leasehold excise taxes.

4. UTILITIES. AFM agrees to pay for its share of any additional garbage disposal, internet and phone services that are needed as a result of their use of the area. The City will provide water, sewer, electricity, natural gas, garbage pickup of one 1.5 cubic yard container dumped once per week, one telephone line and internet connection.

5. USE OF PROPERTY. AFM will have access to the building and office space described and generally depicted on the attached Exhibit B as needed with respect to other user groups. The rest of the facility may be scheduled for meetings, events, etc. for free as long as there are no other users wishing to use the space. A weekly printout of events will be available from the City. The Market will have first priority on use of the grounds and other activities will be scheduled as space allows.

6. OFFICE HOURS. AFM agrees to staff the office and have the Depot facility open on Fridays from 11:00 am – 3:00 pm.

7. INSURANCE REQUIREMENTS/INDEMNITY.

   a. Insurance Term: AFM shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with AFM's operation and use of the leased Premises.

   b. No Limitation: AFM's maintenance of insurance as required by the Lease shall not be construed to limit the liability of AFM 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: AFM shall obtain insurance of the types and coverage described below:
      i. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as

an additional insured on AFM's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.

ii. Property insurance shall be written on an all risk basis.

d. Minimum Amounts of Insurance:

AFM shall maintain the following insurance limits:

i. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

ii. Property insurance shall be written covering the full value of AFM's property and improvements with no coinsurance provisions.

e. Other Insurance Provisions: AFM's Commercial General Liability insurance policy or 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 AFM'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: AFM 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 AFM.

h. Waiver of Subrogation: AFM and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

i. City's Property Insurance: City shall purchase and maintain during the term of the Lease all-risk property insurance covering the Building for its full replacement value without any coinsurance provisions.

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

k. Failure to Maintain Insurance: Failure on the part of AFM to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days notice to AFM to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

l. City Full Availability of AFM Limits: If AFM 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 AFM, irrespective of whether such limits maintained by AFM are greater than those required by this Lease or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by AFM.

AFM shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of AFM’s use of Premises, or from the conduct of AFM’s business, or from any activity, work or thing done, permitted, or suffered by AFM in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the AFM's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the AFM and City. The provisions of this section shall survive the expiration or termination of this Lease.

8. ASSIGNMENT AND SUBLEASE. AFM shall not sublease, sublet or assign the whole or any portion of the leased premises, except on written permission and consent of the City. This lease may not be assigned or sublet, either in whole or in part, by any operation of law.

9. WAIVER. Neither the acceptance of rental payment or any other act or omission on the part of the City at any time or times after the happening of an event constituting a default or forfeiture of this lease shall operate as a waiver of any past or future violation, breach or failure to keep or perform any term or condition hereof, or to deprive the City of its right to cancel or forfeit its lease at any time a cause for cancellation or forfeiture may exist, or be constructed so as to deprive the City of an operation, right or remedy that it may have under the terms or provisions of this lease by law.

10. NOTICE. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated

email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

To the City:
Parks and Recreation Director
P.O. Box 547
904 6th St
Anacortes, WA 98221
jonnl@anacorteswa.gov

To AFM:
President
P.O. Box 292
Anacortes, WA 98221
jplanet10@earthlink.net

with a copy to:
Legal Department
PO Box 547
904 6th St
Anacortes, WA 98221
contracts@anacorteswa.gov

11. ATTORNEYS FEE AND EXPENSES. If it becomes necessary for either of the parties to institute court action to enforce compliance with the terms of this agreement, the defaulting party agrees to pay to the injured party, in addition to any other sums agreed to be paid herein, such additional amounts as the Court deems necessary.

12. ILLEGALITY. Should this lease or any portion thereof be found to be illegal or in excess of the authority of the City and therefore cancelled, the City shall not be liable for any damages sustained by the AFM or for reimbursement of any funds expended by the AFM in reliance hereon.

13. TERMINATION. Either party shall have the right to terminate this lease upon ninety (90) days written notice should the City Council or the AFM find the property is not being used for the purposes required by this lease.

[Balance of page intentionally blank, signatures on following page]

ANACORTES FARMERS MARKET

By:________________________________
Janet Lowry, President

Date:________________________________

Attest:

By __________________________________
Johanne Schmidt, Secretary

CITY OF ANACORTES

By:______________________________
Matt Miller, Mayor

Date:______________________________

Attest:

____
Steven D. Hoglund, Finance Director

Approved as to Form:

____
Darcy Swetnam, WSBA # 40530
City Attorney

Exhibit A

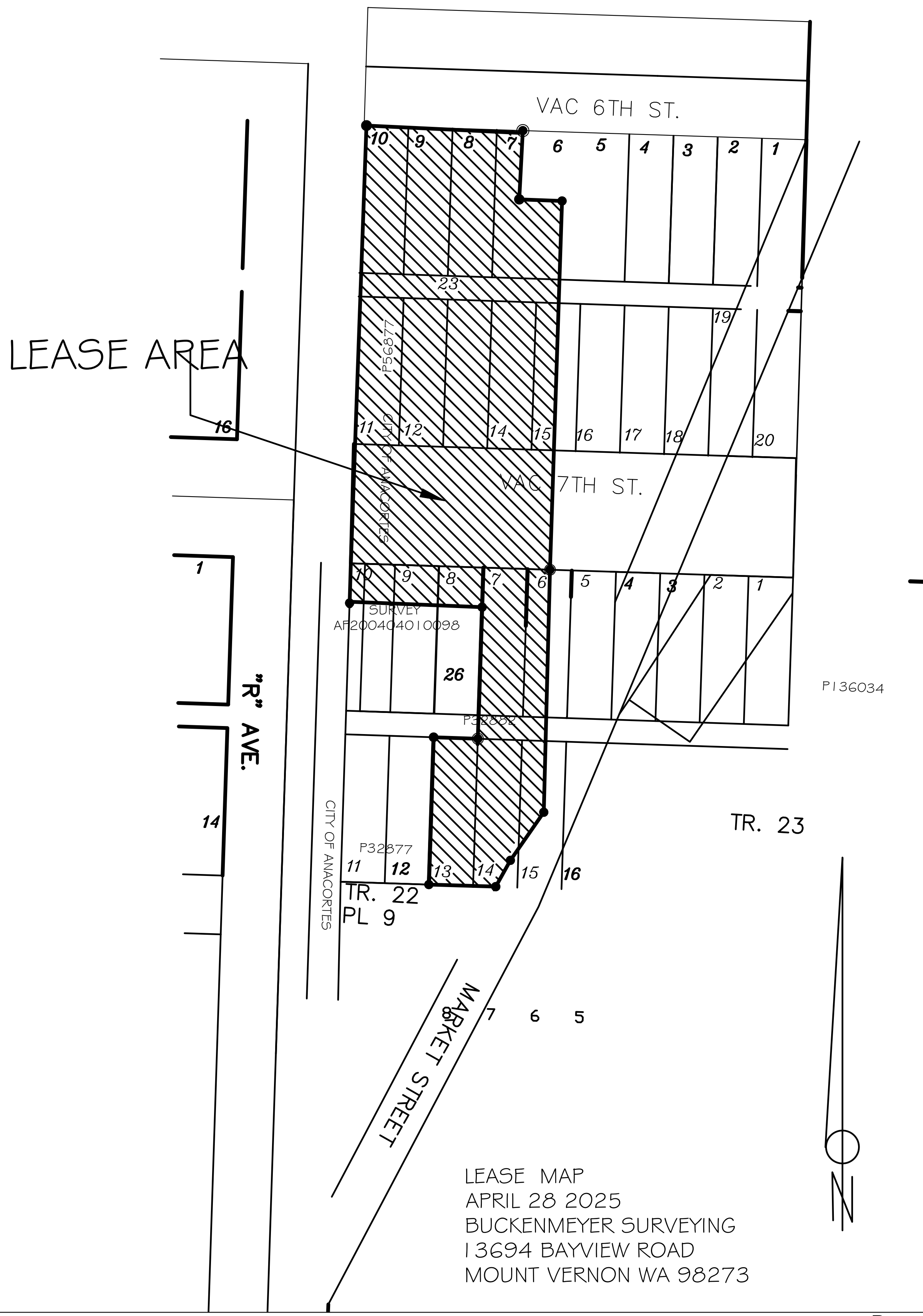
BEGINNING AT THE NORTHWEST CORNER OF BLOCK 26 OF BOWMAN'S CENTRAL SHIP HARBOR, THENCE DUE EAST ALONG THE NORTH LINE OF BLOCK 26. A DISTANCE OF 135.19 FEET
THENCE DUE NORTH A DISTANCE OF 250.33 FEET;
THENCE DUE WEST A DISTANCE OF 29.03 FEET;
THENCE DUE NORTH A DISTANCE OF 46.78 FEET, TO THE NORTH LINE OF BLOCK 23 OF BOWMAN'S CENTRAL SHIP HARBOR;
THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 23, A DISTANCE OF 106.07 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 23;
THENCE SOUTH ALONG THE EAST LINE OF R AVENUE , A DISTANCE OF 296.79 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 26 OF BOWMAN'CENTRAL SHIP HARBOR; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 26, FOR A DISTANCE OF 25.00 FEET;

THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID BLOCK 26 , 89.85 FEET MORE OR LESS TO THE EAST LINE OF LOT 8 OF SAID BLOCK 26; THENCE SOUTH ALONG SAID LOT 8 TO THE NORTHEAST CORNER OF LOT 13 OF SAID BLOCK 26; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 13 TO THE NORTHWEST CORNER OF SAID LOT 13;
THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 13 TO THE SOUTHWEST CORNER OF SAID LOT 13;
THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 13 PROJECTED TO THE EAST LINE OF LOT B AS SHOWN ON RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 202203180120, RECORDS OF SKAGIT COUNTY WASHINGTON;
THENCE NORTHEASTERLY ALONG SAID LOT B TO A POINT THAT IS DUE SOUTH OF A POINT THAT LIES DUE EAST 135.19 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 26;
THENCE DUE NORTH TO A POINT THAT IS DUE EAST 135.19 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 26;
THENCE DUE WEST 135.19 FEET, ALONG THE NORTH LINE OF SAID BLOCK 26 TO THE TRUE POINT OF BEGINNING.

EXHIBIT B



LEASE MAP
APRIL 28 2025
BUCKENMEYER SURVEYING
13694 BAYVIEW ROAD
MOUNT VERNON WA 98273

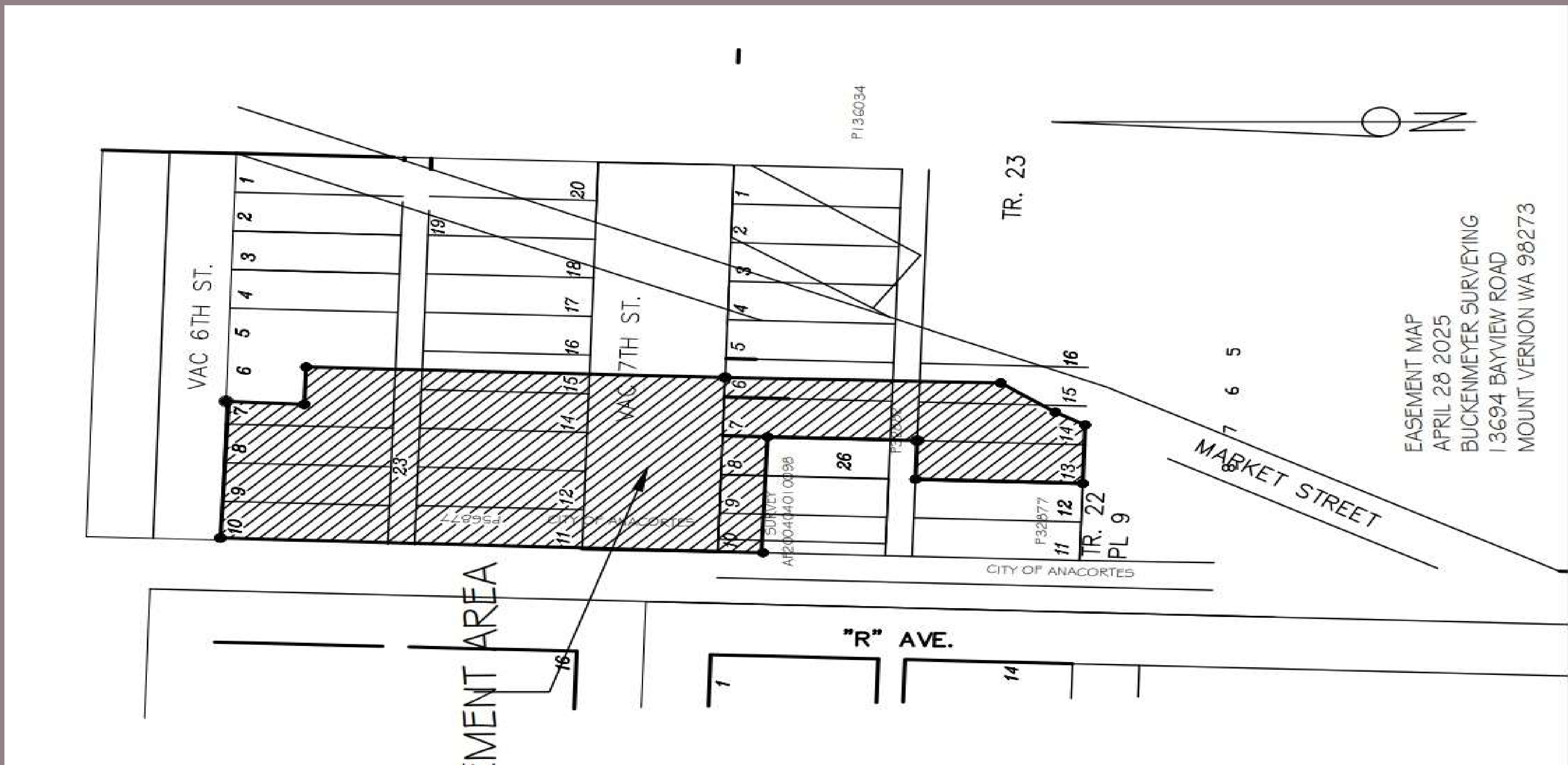
FARMERS MARKET LEASE AGREEMENT – #25-077-PRK-001

TERMS OF THE LEASE

-Renewal of Lease Agreement from 2020

-Sets Conditions for Rent and Use of Facilities

-Runs Through December 2027 Unless it is Renewed



Map of Lease Area

QUESTIONS?