



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

January 6, 2020
6:00 p.m.

PRELIMINARY AGENDA

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Election of Mayor Pro Tem (per Resolution 2044, Section 2.2(a))
 - b. Public Works Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of December 23, 2019
 - b. Approval of Claims in the amount of: \$924,864.13
6. **Public Hearings**
7. **Other Business**
 - a. * Presentation: Anacortes Robotics Booster Club (Discussion)
 - b. * Ordinance 3052: Updating AMC Chapter 12.50, Street and Alley Vacation (Discussion/Possible Action)
 - c. Contract Award or Rejection of All Bids: Municipal Broadband Installation – CBD, Old Town Pilot, M Avenue Pilot #19-181-FBR-001 (Discussion/Action)
8. **Adjournment**

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in, and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting.*

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



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning January 13, 2020

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

January 13, 2020

- Contract Award: WWTP Incinerator MCC Replacement #20-022-SEW-001 (Consent)
- Contract Modification Approval: Emergency Management Services #19-015-IDS-001 (Consent)
- Presentation: 2020 Census (Discussion)

January 21, 2020

January 27, 2020

- Presentation: Community Action of Skagit County (Discussion)

February 3, 2020

- Port of Anacortes Northwest Basin Redevelopment Plan Presentation (Discussion)

February 10, 2020

- State Auditor Presentation on Infrastructure and Security of City Computer Network (Discussion)
- Executive Session (30 Minutes) beginning 6:00 p.m. : Infrastructure and Security of City Computer Network (RCW 42.30.110(a)(ii))

February 18, 2020

February 24, 2020

March 2, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Jan 6, 2020, 5:00 PM, Main Conference Room, City Hall
- Port/City Liaison, Tuesday, Jan 7, 2020, 8:30 AM, Port of Anacortes
- Finance, Wednesday, Jan 8, 2020, 5:00 PM, Main Conference Room, City Hall
- Skagit Law & Justice Council, Wednesday, Jan 8, 2020, 8:15 AM, Mount Vernon
- Planning, Monday, Jan 13, 2020, 5:00 PM, Main Conference Room, City Hall
- Public Works, Tuesday, Jan 21, 2020, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Jan 22, 2020, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Jan 27, 2020, 5:00 PM, Main Conference Room, City Hall

DEAR CITY COUNCIL MEMBER,

ATTACHED IS THE COVER OF A BOOK THAT IS HIGHLY RECOMMENDED BY DR. MICHAEL NEWBROUGH, THE PROFESSOR THAT WILL TEACH 'THE POLITICS OF CLIMATE CHANGE' CLASS HERE AT SENIOR COLLEGE THIS JAN. I ENCOURAGE YOU TO READ THIS BOOK (AVAILABLE ON EBAY, ETC.) BEFORE ISSUING A PROCLAMATION ON CLIMATE.

I GRADUATED PENN STATE IN 1969 AND EXPERIENCED HOW WELL INTENTIONED GROUPS LIKE THE SIERRA CLUB, GREEN PEACE, AUDUBON SOCIETY WERE TAKEN OVER IN THE 1970'S BY SOCIALIST ACTIVISTS SEEKING VOICE POST THE VIETNAM WAR. SPURRED BY THE LIES OF MILLIONAIRE AND COMMUNIST MAURICE STRONG, THE U.N. ENTERED INTO CLIMATE AS AN ANTI-AMERICA TOOL THAT COULD BE GENERALLY SOLD WITH A 'SAVE THE PLANET' MESSAGE.

AS A LIFE-LONG BOATER, PRIVATE PILOT, FISHERMAN IN THE AQUARIUM LIKE WATERS OF THE FLORIDA KEYS AND BAHAMAS, AND BROTHER OF AN ORNITHOLOGIST, I LOVE CLEAN WATER AND CLEAN AIR. I ALSO LOVE AMERICA.

I WISH FOR SOUND ENVIRONMENTAL POLICIES THAT ARE NOT POLITICALLY CHARGED AS THEY ARE TODAY. PLEASE KEEP AN OPEN MIND AND EXPAND YOUR KNOWLEDGE BEFORE YOU VOTE.

SINCERELY,

DOUGLAS THURBER

360 630-0931

P.S. 'THE GREAT GLOBAL WARMING SWINDLE' IS A GOOD DVD.

The **Politically Incorrect Guide**® to



Climate Change



*“Evil
Personified.”*

—DAILY KOS ON “CLIMATE
DENIER” MARC MORANO

UPDATE
Marc Morano
Destroys the
Green New Deal

Marc Morano

January 6,2020

To Mayor Gere, Anacortes City Council, and Anacortes Planning Commission,

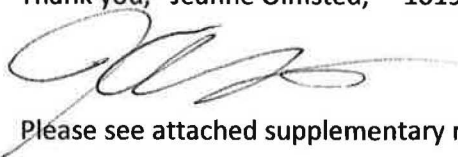
I am advocating for a reduction in the maximum building height in the R4 zone west of Commercial Avenue to M Ave.. I acknowledge that the process involved in the Comprehensive Plan revision and the development of the new Anacortes Municipal Code involved years of effort, many public meetings and surveys, and the diligent work of Anacortes City staff in defining codes and standards that hopefully reflected the desires of the citizens while balancing the needs of increased housing density and affordability, protection of our natural environment, increasing the vitality of our business, commercial, industrial and maritime economies, maintaining the charm and character of our neighborhoods, while providing realistic guidelines for potential builders in Anacortes. This was a difficult task, so it is not surprising that as we face the reality of the impact of some of these codes we realize that some flaws in the plan need revision. Thank you to Mayor Gere and City Council for acknowledging the unexpected impact on neighborhoods and citizens of Anacortes and agreeing to a six month moratorium on approval of more fifty foot buildings in the R4 Zone west of Commercial until the concerns of our community can be heard and alternative height limits considered. I ask that the current Moratorium be extended to 12 months to ensure adequate time for thoughtful review and revisions.

As a resident of the R4 Zone between Commercial Ave and M Ave, I am now faced with the concrete reality of how the presence of a fifty foot building (with an additional fifteen feet allowed for infrastructure) will impact the character of the neighborhood which I love. There are many difficult issues that seemingly have not yet been adequately addressed and will likely negatively impact the neighborhood. These issues include inadequate parking, excess traffic congestion, loss of views, impact on solar access, and wastewater and stormwater processing. If there are ways to alter the proposed Madrona Building project at 18th St and O Ave to alleviate these concerns, please take the actions needed to accomplish a satisfactory compromise.

The impact of this building is disturbing. And, when I realize that without amending the currently allowed height limits, the possibility of just one, much less several, buildings of this scale on every block within the R4 Zone between Commercial Ave and M Ave is real and terrifying. Even if adequate parking spaces for each unit were ensured on site (which for the Madrona Building is not the case) the parking and traffic in the neighborhood would be much more difficult. The character of our neighborhood will suffer as will the feel and charm of 'in town' Anacortes. Maintenance of neighborhood character has been a frequently referenced goal in many of the community meetings and surveys , the Comprehensive Plan, as well as in the Municipal code Ordinance No. 3040. Please honor your commitment to the community and reduce the permitted building height in our neighborhood to three stories with a possible fourth story for significant, well defined, permanent, social benefits such as affordability which the community agrees are worth the impact of the additional height.

Many of us in the community wish to be involved in the process of re-evaluating the height limits in our neighborhood. Please keep us informed about how we can be most effective in this collaborative effort between our community and Anacortes officials.

Thank you, Jeanne Olmsted, 1019 16th St, Anacortes



Please see attached supplementary note.

To Mayor Gere, City Council, and Planning Commission

This is a note is a supplement to my letter of January 6, 2020. I have included more specific suggestions and references to relevant segments of **Ordinance No. 3040**.

I support consideration measures which might alter or mitigate some aspects of the proposed 5 story 'Madrona Building' at 18th St and O Ave, including reducing height to 4 stories (are there any bonuses which might be presented to the builder to encourage voluntary height reduction?) , and ensuring adequate parking on site. I also support addressing other concerns such as adequacy of SEPA studies and review of issues impacting adjacent property owner.

Building Height and Affordability: My primary concern is reducing the building height limit in the R4 zone west of Commercial. I propose that the standard allowable height to be defined as 3 stories with an additional story allowed as 'Bonus Height' only if it meets the criteria defined in Ordinance 3040 as 'affordable'. The purpose of the Bonus Height as stated in **section 19.42.050** is 'affordable housing'. The provision of small units less than 600 square feet without provision for 'affordability' should be eliminated as a qualifying criteria for Bonus Height. I would potentially support the allowance of a Bonus Height of to a maximum of 4 stories if Affordable Housing other significant community benefits such as public green space or other amenities agreed upon by the community via a defined process or by pre-approved criteria incorporated into the Ordinance 3040.

Public Notification: Another significant concern is adequacy of public notification of proposed projects of significant impact to the community. Sending notice only to property owners within 300 feet of the proposed Madrona Project at 18th St and O Ave, which has a significant impact on a much wider area of the community (if not the entire city), is not sufficient . I suggest **altering section 19.20.080- B3** by requiring notification of application to all property owners within 1000 feet if Bonus Height is requested. I also request that property owners be given the option of receiving notifications via Email in addition to USPS. We were out of the country and not receiving mail when notices were sent and thus missed our opportunity to become 'Persons of Record' , as did the owners of the property immediately adjacent to the proposed Madrona Building. I also recommend that 'Pre-application neighborhood meetings' and 'Pre-decision open-record public hearings' (**see chart 19.20.030**) be required for Bonus Height applications or other significant variances. And I support increasing the 'comment period' to at least 3 weeks for Bonus Height applications.

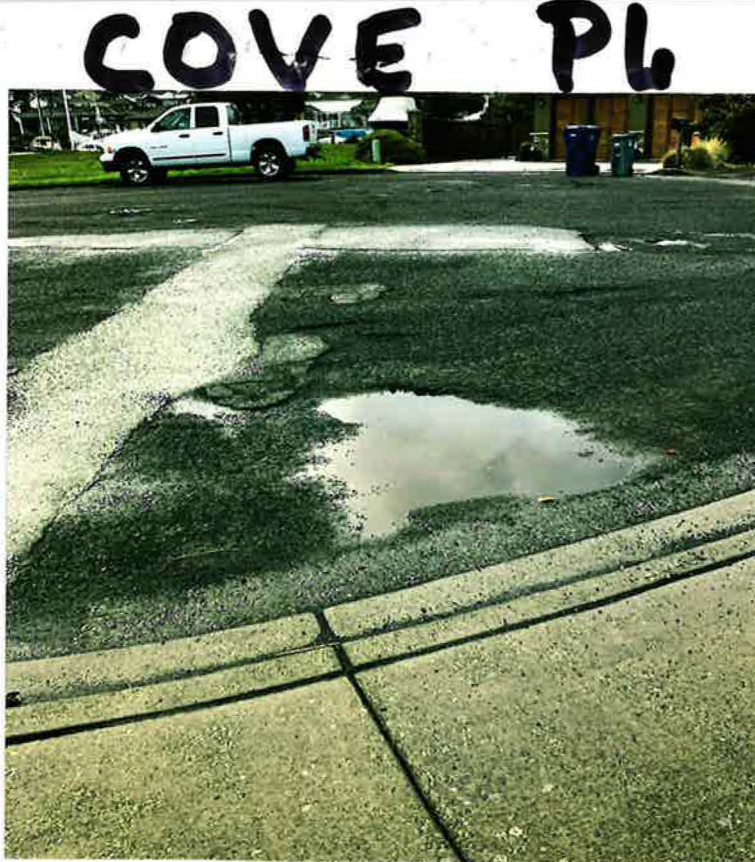
Parking and Traffic Another very important issue is 'parking and vehicular circulation'- **section 19.64**. Adequate on-site parking for multifamily buildings should be required in order to minimize negative impact on neighborhoods. I recommend that the phrase in **Section 19.64.060 D1** – "director may allow up to 50% reduction in minimum parking spaces if reduction is supported by a parking study" be eliminated or significantly revised to allow for review of the timeliness and adequacy of the provided parking study, and to allow for neighborhood input before a unilateral decision by 'director' authorizes parking requirements different than those outlined in **Table 19.64.040.6**

Thank you for considering my concerns and those of the other citizens seeking revision in the building and development codes in Anacortes. Please share these concerns with the City Council and Planning Commission .

Respectfully,



Jeanne Olmsted, 1019 16th St



SUBMITTED BY:

KIM HAMILTON

2012 COVE PL

ANACORTES, WA.

509-952-4244

GOOD EVENING CITY COUNCIL - NEW COUNCIL MEMBERS WELCOME
& MAYOR - AND AUDIENCE
REGARDING THE MADRONA PROJECT

I'd like to talk about the Emotional toll on the immediate residents and the ever widening ring of homes and families impacted by this huge, obstructive project, commodity, ___???___insult to their daily lives.

Walk across the street from the Majestic hotel that sits on a similar corner and think about the real impact to people of the loss of view of the Mountains, perhaps views of Mt Baker, certainly of Cap Sante, the Fidalgo Bay, the Bayview shoreline, the open water , and the open sky.

THESE VIEWS WILL BE
Disrupted or even completely taken away from families who may have purchased their home in very recent years in which to raise families or may families who have continued to live in the area for decades.

We moved into Anacortes 1985, 35 years ago, 2-1/2 blocks from this high rise CondoPlex .

We lived there almost 8 years, and had an opportunity to purchase an old farm house to remodel out by Campbell lake, lived there for many

years but had missed and wanted to move back into our town, into a neighborhood of lawns and trees and driveways, and different roof pitches and some fences and no fences. Where every house had windows on likely every side with sunshine throughout the day and one could look out those windows and see over an neighbors house to an early morning sun or sky or birds or a sense of freedom.

in 2000, 20 years ago, purchased our lot, to build our home with many of those same characteristics. As are almost every home in this neighborhood.

And now we are one street and one house away from this cold, calculated, characterless symbol “profit at any cost” regardless of the community in which it is insinuated.

There is no need to build a 5 story building. And I am certain an advocate for affordable housing

The Bonus Height Ordinance has the ring of some public benefit, but I believe, in fact only benefits the developers.

I believe the developers could build a 3 story complex that could indeed have a public benefit and still provide a reasonable return on their investment and indeed contribute to this city.

That could be the challenge to the city and the developer.

And everyone, the public, the neighborhood, the citizens, the city and the developer to build a project that compliments our city and it's unique character.

This project will outlive almost everyone in this room today.

It will be a legacy landmark!

It will be the legacy of you, the city council and the Mayor.

Mike Penn
1/6/20
1617 O AVE
ANACORTES WA
98221

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



Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

January 6, 2019
6:00 p.m.

PUBLIC COMMENT SIGN IN SHEET

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

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

Name	Topic
Ed Gegen	Madrona project
Jeanne Olmsted	code revision re 24-hour operations
Bill Perkins	Budget spending & taxes
Donna Thompson	BUILDING + CLIMATE
KIM HAMILTON	Cove Pl. Roadway
WARREN CARR	NEIGHBORHOODS & DEVELOPMENT
Tom Banks	madrona Project

Continue on back of sheet as needed

City Council Minutes – December 23, 2019

Mayor Laurie Gere called to order the Anacortes City Council meeting of December 23, 2019 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Brad Adams, Carolyn Moulton and Bruce McDougall were present. Councilmembers Anthony Young and Matt Miller were absent.

Announcements and Committee Reports

Board and Commission Appointments: Mayor Gere announced her appointment of Darlene Klister to the Anacortes Arts Commission for a term effective January 1, 2020 until December 31, 2021.

Mayor Gere requested Council confirmation of the following appointments and reappointments:

- Sarah Reuther to the Planning Commission for a term effective January 1, 2020 until December 31, 2025
- Mike Cortright to the Planning Commission for a term effective January 1, 2020 until December 31, 2023
- Nick Stowe to the Forest Advisory Board for a term effective January 1, 2020 until November 30, 2023
- Richard Storwick to the Anacortes Housing Authority for a term effective January 1, 2020 until December 31, 2025

Mayor Gere recommended that Council reappoint Bunny Heiner to the Anacortes Historic Preservation Board for a term effective January 1, 2020 until December 31, 2022.

Mr. Johnson moved, seconded by Mr. Adams, to confirm all the appointments as presented. The motion carried unanimously by voice vote.

Confirmation of Human Resources Director: Mayor Gere requested confirmation of her appointment of Vanessa Bronsema as Human Resources Director effective January 1, 2020. The mayor summarized Ms. Bronsema's qualifications as detailed in the packet materials for the meeting.

Mr. Johnson moved, seconded by Ms. Moulton, to confirm the appointment of Vanessa Bronsema as Human Resources Director. The motion carried unanimously by voice vote.

Mayor Gere thanked Administrative Services Director Emily Schuh for her nearly 20 years of service as Human Resources Director.

Public Comment

Doug Thurber demonstrated a reusable woven shopping tote made entirely of single use plastic bags, then demonstrated the convenience of carrying the thicker 2.25 mil plastic bags allowed under the new plastic bag ordinance. Mr. Thurber next displayed photos of a car bearing a large number of stickers and slogans which he said demonstrated the connection between the anti-war symbol used in a Parks & Recreation promotional flyer earlier in the year and liberal political opinion. In closing, Mr. Thurber said he hoped the city could renegotiate the height of the proposed 5-story building behind Starbucks to a lower level.

Ben Marshall, 8th Street, a senior at Anacortes High School, thanked Council for the recently adopted plastic bag ban but said we need to take the next step and accept the truth of global climate change and recognize it as an emergency. Mr. Marshall asked Council to make a municipal declaration of a climate emergency in January. Mr. Marshall noted that a draft resolution to that effect had been submitted to councilmembers for consideration.

Marie Burnett, 2026 M Avenue, read from her prepared remarks on the topic of climate and environmental emergency. Her comments were added to the packet materials for the meeting. Ms. Burnett said that declaring a

climate and environmental emergency was a natural next step towards becoming a clean city and continuing to lead in Washington state.

Julia Frisbee, 4001 West 4th Street, read from her prepared remarks urging Council to declare a climate emergency at the municipal level. Her comments were added to the packet materials for the meeting.

Allie Perez, 2218 32nd Street, a junior at Anacortes High School, read from her prepared remarks expressing her fear about the future in the face of climate change. Her comments were added to the packet materials for the meeting. Ms. Perez urged Council to take immediate action.

Mr. Walters expressed his support for the draft Resolution Declaring a Climate Emergency that had been submitted by Extinction Rebellion prior to the meeting. He requested that it be added to a City Council agenda early in 2020.

Mike Pearl read from his prepared remarks expressing community displeasure for the proposed 65' tall apartment house project at 18th Street and O Avenue and the possibility to challenge the so called "Bonus Height Ordinance." His comments were added to the packet materials for the meeting.

Consent Agenda

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

- a. Minutes of December 16, 2019
- b. Approval of Claims in the amount of: \$563,611.27
- c. Interlocal Modification: NPDES Phase II Public Outreach and Education with Skagit Conservation District #20-012-STM-001
- d. Interlocal Agreement: Use of Whatcom County Plantation Rifle Range 2020 #20-011-APD-001
- e. Interlocal Agreement: Mutual Assistance on Minor Projects with City of Oak Harbor #19-199-ENG-001
- f. Interlocal Agreement: Student Card Program with the Anacortes School District #19-201-LIB-001

The following vouchers/checks were approved for payment:

EFT numbers: 95668 through 95716, total \$330,088.65

Check numbers: 95667 and 95717 through 95759, total \$192,915.38

Wire transfer numbers: 260666 through 260985, total \$39,339.65

OTHER BUSINESS

Oath of Office: City Councilmembers Ryan Walters, Christine Cleland-McGrath, Jeremy Carter and Carolyn Moulton

City Clerk Steve Hoglund administered the oath of office to incoming City Councilmembers Ryan Walters, Christine Cleland-McGrath, Jeremy Carter and Carolyn Moulton for their terms beginning on January 1, 2020.

Honor Outgoing Councilmembers Brad Adams and Eric Johnson

Mayor Gere honored outgoing councilmembers Brad Adams and Eric Johnson whose terms expired December 31, 2019.

Mr. Adams shared his thoughts on his 20 years on the Council. He thanked his colleagues and community members for sharing the work of making Anacortes a great place. Mr. Adams passed a symbolic baton to Christine Cleland-McGrath who had been elected to represent Ward 2 beginning January 1, 2020.

Mr. Johnson shared his thoughts on his eight years in office offered his thanks to his colleagues on the dais and to city staff. He praised the Council's efforts to arrive and consensus solutions, noting that working together is a strength of this town. Mr. Johnson passed his City pin to Jeremy Carter who had been elected to represent Ward 3 beginning January 1, 2020.

Mayor Gere thanked Mr. Adams and Mr. Johnson for their leadership and presented them with plaques commemorating their service on the Council.

There being no further business, at approximately 6:45 p.m. the Anacortes City Council meeting of December 23, 2019 was adjourned. Mayor Gere invited the public to join the councilmembers at a reception in the chambers immediately following the meeting.

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 January 6, 2020 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
261087	12/22/2017	143070	SKAGIT HYDRAULICS	SHOP LABOR ROD EYE WELDING	\$ 103.08	dshop
261397	10/2/2019	49383	ROBINSON BROTHERS	FIBER BUILD - PHASE 3	\$ 101,668.00	pw1
261481	10/18/2019	ReimbBronsema	BRONSEMA, VANESSA	REIMBURSE TRAVEL EXPENSES 8/16&10/18/19	\$ 65.19	hr
261157	10/29/2019	October 29, 2019	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER EXPERIENCE PROJECT	\$ 23,000.94	plan
261408	11/14/2019	516	AQUA-TERR SYSTEMS INC	VOLUNTEER PARK MASTER PLAN	\$ 145.50	parks1
260398	11/15/2019	190774	SCOTT RICHARDS INSURANCE, INC	ADD CAR	\$ 355.00	finance
261471	11/21/2019	204571	FIRE HOOKS UNLIMITED	FORCIBLIE ENTRY BAR, AXES (3), BRACKET	\$ 753.00	medic
261478	11/23/2019	78320	ASSOCIATION OF WASHINGTON	2020 AWC MEMBERSHIP	\$ 12,933.00	executive
261493	11/23/2019	78763	ASSOCIATION OF WASHINGTON	2020 AWC RETROSPECTIVE RATING PROGRAM MEMBERSHIP FEE	\$ 25,398.27	hr
261494	11/23/2019	78618	ASSOCIATION OF WASHINGTON	2020 AWC DRUG & ALCOHOL CONSORTIUM MEMBERSHIP	\$ 2,455.00	hr
261477	11/26/2019	13653	ANACORTES CHAMBER OF COMMERCE	2020 CHAMBER OF COMMERCE DUES	\$ 585.00	executive
261412	11/29/2019	19-11123	SEAHURST ELECTRIC, INC	2019 WTP ELECTRICAL SWITCHGEAR MAINTENANCE	\$ 48,608.00	dwtpt
261483	11/30/2019	0000695330	OCLC, INC	CATALOGING, ILL, FIRSTSEARCH/WORLDCAT DISCOVERY	\$ 371.59	publib
261086	11/30/2019	31170	SKAGIT RIVER STEEL &	BULK APPLIANCES- SOLID WASTE	\$ 351.30	dshop
261103	12/1/2019	71383	THYSSENKRUPP ELEVATOR CORP	ELEVATOR MAINTENANCE @ FIRE STATION 1	\$ 639.97	pwfac
261379	12/3/2019	BC0992480	GALLS, LLC.	SOFTSHELL VEST (2)	\$ 173.90	medic
261484	12/4/2019	ReceiptBennett	BENNETT, JANEY	BOOK	\$ 10.00	publib
261468	12/4/2019	12/04/2019	SCOTT MILO GALLERY/FRAMEMAKER	FRAME AND MAT FOR ANTIQUE PHOTO/CARDS	\$ 131.93	medic
261414	12/5/2019	ReimbOliveri	OLIVERI, DAVID	SUBSISTENCE FOR EMPLOYMENT PRACTICES	\$ 107.00	medic
261175	12/6/2019	1320749	SURETY PEST CONTROL	OPS PEST CONTROL	\$ 65.22	dshop
261459	12/10/2019	PSW00133822	N C POWER SYSTEMS CO	2019 CAT ANNUAL GENERATOR TESTING AND SERVICING	\$ 3,329.49	pw1
261462	12/10/2019	PSW00133821	N C POWER SYSTEMS CO	2019 CAT ANNUAL GENERATOR TESTING AND SERVICING	\$ 10,059.24	pw1
261463	12/10/2019	PSW00133820	N C POWER SYSTEMS CO	2019 CAT ANNUAL GENERATOR TESTING AND SERVICING	\$ 10,059.24	pw1
261465	12/10/2019	PSW00133819	N C POWER SYSTEMS CO	2019 CAT ANNUAL GENERATOR TESTING AND SERVICING	\$ 10,059.24	pw1
261034	12/11/2019	2018907	GATEWAY CONTROLS, INC	WTP GATE REPAIR	\$ 384.80	dwtpt
261400	12/11/2019	Pay App 1	LAKESIDE INDUSTRIES, INC.	LITTLE CRANBERRY LAKE ROAD PAVING	\$ 27,750.00	pw1

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
261310	12/11/2019	1322808	SURETY PEST CONTROL	INITIAL PEST MAINTENANCE FOR CEMETERY	\$ 271.75	pwfac
261105	12/12/2019	300-10066258	ALL BATTERY SALES & SERVICE	NITRILE BLACK GLOVES (L AND XL)	\$ 253.38	apd
261106	12/12/2019	NPI1942393426	FAMILY CARE NETWORK PLLC	PRE-EMPLOYMENT PHYSICAL	\$ 288.00	apd
261394	12/12/2019	1902017239	ISLAND HOSPITAL	TB TEST	\$ 94.00	medic
260981	12/12/2019	300000290035	PUGET SOUND ENERGY INC	MUSEUMS 11/6-12/6/19	\$ 315.00	museum
261309	12/12/2019	RefundRichards	RICHARDS, RICHARD	CANCELLED JAN 11TH USE OF SENIOR CENTER	\$ 165.00	parks1
261461	12/12/2019	75350	WESTECH ENGINEERING, INC.	FILTER MEDIA AND CAULKING	\$ 1,411.83	dwwtp
261490	12/12/2019	1679854350	WILSON DDS, NICHOLAS J	DENTAL SERVICES, COPAY, LEOFF1 RETIREE	\$ 13.00	hr
261409	12/13/2019	2914-21912027	FCS GROUP	SEWER COST OF SERVICE AND RATE DESIGN STUDY - THROUGH 12/13/19	\$ 1,952.50	pw1
261411	12/13/2019	3102-21912080	FCS GROUP	SOLID WASTE COLLECTION ANALYSIS - THROUGH 12/13/19	\$ 8,105.48	pw1
260974	12/13/2019	121010	GRANICUS, INC.	GRANICUS 2020	\$ 10,024.68	infosys
261485	12/13/2019	43132906	INGRAM LIBRARY SERVICES, LLC	ADULT BOOKS	\$ 508.97	publib
261164	12/13/2019	103074994	RICOH USA, INC	S/N C32029555 CITY HALL COPIER 3RD 12/01-12/31/19	\$ 378.00	finance
261395	12/13/2019	12/13/2019	SIGNATURE TREE SERVICE	HAZARDOUS TREE REMOVAL AT OHIO & W 6TH STREETS	\$ 434.80	parks1
261091	12/14/2019	110555	LAKESIDE INDUSTRIES, INC.	EZ STREET ASPHALT	\$ 851.70	wdist
261092	12/14/2019	110554	LAKESIDE INDUSTRIES, INC.	ROCK SALES	\$ 683.03	wdist
261032	12/15/2019	1589451	DISA GLOBAL SOLUTIONS INC	AUDIOMETRIC TEST, PFT, MEQ, AUDIO - SVW, NH	\$ 150.00	dwwtp
261407	12/16/2019	00-2019-240 - 2	ALTA PLANNING AND DESIGN, INC	COMMERCIAL AVE CORRIDOR PLAN PHASE 1 - 11-13TH ST DESIGN - NOV 2019	\$ 7,151.48	pw1
261028	12/16/2019	19-46530	EDGE ANALYTICAL, INC	BACT ANALYSIS RAW	\$ 49.00	dwwtp
261162	12/16/2019	640495	SAN DIEGO POLICE EQUIP CO INC	TRAINING AMMO	\$ 689.60	apd
261404	12/17/2019	3367	ANACORTES PRINTING	OVERTIME SLIPS	\$ 206.53	apd
261288	12/17/2019	111-1858949	BANK OF NEW YORK MELLON	2020 ANAUTIBAB10 AGENT & ADMIN FEE	\$ 350.00	finance
261098	12/17/2019	271446B	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 193.13	pwfac
261101	12/17/2019	272166A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 114.21	pwfac
261160	12/17/2019	8498 30 017 0543538	COMCAST	DEPOT 611 R AVENUE - 12/22-1/21/20	\$ 186.15	finance
261029	12/17/2019	19-47638	EDGE ANALYTICAL, INC	BACT ANALYSIS FINISHED	\$ 15.00	dwwtp
261030	12/17/2019	19-47660	EDGE ANALYTICAL, INC	TCR ANALYSIS BOOSTERS	\$ 165.00	dwwtp
261355	12/17/2019	WAANA122258	FASTENAL COMPANY	CHANNEL STRUTS	\$ 575.09	dwwtp
261488	12/17/2019	43185730	INGRAM LIBRARY SERVICES, LLC	BOOKS	\$ 826.97	publib
261387	12/17/2019	71852336	MCKESSON MEDICAL-SURGICAL	CASE OF I-GEL SUPRAGLOTTIC AIRWAYS	\$ 163.83	medic
261389	12/17/2019	71906592	MCKESSON MEDICAL-SURGICAL	CASE OF I-GEL SUPRAGLOTTIC AIRWAYS	\$ 163.83	medic
261074	12/17/2019	001-453716	PISTON SERVICE OF ANACORTES	COOLANT- #152	\$ 20.07	dshop
261075	12/17/2019	001-453751	PISTON SERVICE OF ANACORTES	SOCKET- VEH #202	\$ 13.03	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
261078	12/17/2019	001-453750	PISTON SERVICE OF ANACORTES	HYDRAULIC FITTINGS, SILICONE- #9905	\$ 13.03	dshop
260091	12/17/2019	1413738	POLYDYNE, INC	POLYMER	\$ 3,493.39	dwwtp
261109	12/18/2019	3946	ANACORTES TOWING, LLC	TOWING; APD CASE 19-A09159	\$ 163.05	apd
261382	12/18/2019	1991548697	ARAMARK	STA 3 MAT/MOP SERVICE: 12/18	\$ 21.74	medic
261088	12/18/2019	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 11/19-12/17/19	\$ 916.82	finance
261089	12/18/2019	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 11/19-12/17/19	\$ 646.27	finance
261093	12/18/2019	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 11/19-12/17/19	\$ 110.55	parks1
261094	12/18/2019	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B - 11/19-12/17/19	\$ 112.22	parks1
261095	12/18/2019	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. - 11/19-12/17/19	\$ 54.69	parks1
261096	12/18/2019	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVE - 11/19-12/17/19	\$ 409.43	parks1
261097	12/18/2019	989 800 0000 8	CASCADE NATURAL GAS CORP.	WWTP 11/19-12/17/19	\$ 88.04	dwwtp
261107	12/18/2019	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 11/19-12/17/19	\$ 979.36	apd
261158	12/18/2019	199 800 0000 4	CASCADE NATURAL GAS CORP.	703 R AVENUE 11/19-12/17/19	\$ 73.87	museum
261159	12/18/2019	912 800 0000 0	CASCADE NATURAL GAS CORP.	CARNEGIE 11/19-12/17/19	\$ 392.59	museum
261392	12/18/2019	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 11/19 - 12/17	\$ 208.94	medic
261482	12/18/2019	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 11/19-12/17/19	\$ 1,178.63	publib
261084	12/18/2019	194866	CIVICPLUS, INC.	IMPLEMENTATION FEE AND A PRORATED ANNUAL FEE 12/17/2019 - 12/31/2019	\$ 1,697.51	infosys
261099	12/18/2019	2717	ELOGGER INC.	2020 MAINTENANCE AGREEMENT 2/15/20-2/15/21	\$ 4,940.00	dwwtp
261457	12/18/2019	1358286	GENERAL PACIFIC INC	INVISILIGHT INDOOR INSTALL KITS	\$ 2,056.67	fiber
261391	12/18/2019	962758	LIFE ASSIST, INC	2 CASES MEGA MOVERS	\$ 378.28	medic
261385	12/18/2019	71951727	MCKESSON MEDICAL-SURGICAL	CASE OF I-GEL SUPRAGLOTTIC AIRWAYS	\$ 163.83	medic
261079	12/18/2019	001-453905	PISTON SERVICE OF ANACORTES	SWITCHES- #212	\$ 18.44	dshop
261167	12/18/2019	0040707-IN	REISNER DISTRIBUTOR INC	DIESEL FOR BOOSTER STATIONS	\$ 727.46	dshop
261024	12/18/2019	6-49 DEC19	SKAGIT COUNTY INVESTIGATIONS	PUB DEF INVEST	\$ 110.00	court
261025	12/18/2019	58-35 DEC19	SKAGIT COUNTY INVESTIGATIONS	PUB DEF INVEST	\$ 55.00	court
261176	12/18/2019	1194080	SKAGIT PUBLISHING LLC	PUBLISH AA-1976282	\$ 97.44	finance
261486	12/18/2019	109667	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES ON 11/26/19	\$ 315.00	hr
261027	12/18/2019	S20184902	SUPERIOR SYSTEMS, INC	COUPLING GUARDS 1/8" ALUM	\$ 525.14	wdist
261035	12/18/2019	331 0495646	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 83.55	dwwtp
261108	12/19/2019	1991550741	ARAMARK	APD NYLON MATS CLEANED	\$ 16.31	apd
261171	12/19/2019	1991550748	ARAMARK	OPS: MAT CLEANING 12/19/19	\$ 34.96	dshop
261223	12/19/2019	1991550747	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 81.57	finance
261383	12/19/2019	1991550737	ARAMARK	STA 2 MAT/MOP SERVICE: 12/19	\$ 21.74	medic
261384	12/19/2019	1991550738	ARAMARK	STA 1 MAT/MOP SERVICE: 12/19	\$ 21.74	medic
261090	12/19/2019	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPERATIONS: 11/19-19 - 12/17/19	\$ 539.95	dshop
261354	12/19/2019	WAANA122319	FASTENAL COMPANY	CLAMPS	\$ 134.11	dwwtp
261348	12/19/2019	0830340	FERGUSON ENTERPRISES, INC	2.5" SWIVEL/FACE GASKETS- WATER DEPT	\$ 64.13	wdist
260982	12/19/2019	12/19/2019	FIDALGO CLEANING	MUSEUM CLEANING 12/5-12/19/19	\$ 140.00	museum
261170	12/19/2019	9313769323	GRAYBAR ELECTRIC COMPANY, INC	OFS WALL BOXES	\$ 2,137.59	fiber

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
261168	12/19/2019	41600341441	LES SCHWAB TIRE CENTERS	FLAT TIRE REPAIR- #173	\$ 21.74	dshop
261476	12/19/2019	GMA	SKAGIT COUNCIL OF GOVERNMENTS	2020 GMA COST ALLOCATION SCOG	\$ 5,043.11	executive
261540	12/19/2019	808800	YSI INCORPORATED (XYLEM)	SYSTEM CONTROLLER	\$ 1,493.31	dwwtp
261169	12/20/2019	12/20/2019 Arts Fest	ANACORTES ARTS FESTIVAL	LTAC ART IN ANACORTES REIMBURSEMENT	\$ 10,000.00	plan
261102	12/20/2019	IN02439580	CCP INDUSTRIES	SAFETY JACKET	\$ 49.30	dwwtp
261374	12/20/2019	2020-BA0020257	DEPARTMENT OF ECOLOGY	BIOSOLIDS PERMIT 7/1/19-6/30/2020	\$ 956.09	dwwtp
261353	12/20/2019	WAANA122358	FASTENAL COMPANY	DOUBLE POST BASE	\$ 157.27	dwwtp
261292	12/20/2019	9313792222	GRAYBAR ELECTRIC COMPANY, INC	SPLICE BOXES - FIBER	\$ 89.03	wdist
261487	12/20/2019	43245184	INGRAM LIBRARY SERVICES, LLC	BOOKS	\$ 378.62	publib
261399	12/20/2019	3704	NW CLEANERS	2019-2020 JANITORIAL SERVICES - DECEMBER 2019	\$ 4,539.00	pw1
261165	12/20/2019	001-454063	PISTON SERVICE OF ANACORTES	SUPPLIES- #205	\$ 30.05	dshop
261291	12/20/2019	0564-3	SHERWIN WILLIAMS	PAINT & SUPPLIES - ROCKRIDGE BOOSTER	\$ 148.78	wdist
261375	12/20/2019	9844670381	VERIZON WIRELESS	SCADA COMMUNICATIONS 11/21-12/20/19	\$ 1,086.86	dwwtp
261402	12/21/2019	00005W5A83519	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 12-21-19	\$ 20.70	apd
261290	12/22/2019	12018	HOW IT WORKS, INC	A-TOWN WINTER 2020 ISSUE	\$ 13,269.55	executive
261177	12/23/2019	1991554436	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 76.31	dwwtp
261454	12/23/2019	W241	BLYTHE PLUMBING & HEATING, INC	CITY HALL BOILER REPLACEMENT	\$ 33,296.98	pw1
261413	12/23/2019	INV190040	CRALEY GROUP LIMITED	FIBER OPTIC TELEMETRY HPDE FITTINGS AND MICRO DUCT PURCHASE	\$ 21,077.59	pw1
261178	12/23/2019	IN-135220	GLOBAL DIVING & SALVAGE INC	ABSORBENT	\$ 288.70	dwwtp
261456	12/23/2019	Y214777	PLATT ELECTRIC SUPPLY INC	CALIBRATION FLU FLUKE TALK	\$ 139.49	dwwtp
261479	12/23/2019	2019-0813	PUBLIC SAFETY TESTING, INC	PUBLIC SAFETY TESTING SUBSCRIPTION FEES	\$ 636.00	hr
260728	12/23/2019	48432660	UNIVAR USA INC	SODIUM BISULFITE 38-40% SOLUTION	\$ 1,803.46	dwwtp
261311	12/24/2019	273021	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 881.27	pwfac
261388	12/24/2019	91146^	BLYTHE PLUMBING & HEATING, INC	PUBLIC SAFETY SERVER ROOM AC REPAIR	\$ 1,133.37	pwfac
261390	12/24/2019	4912787	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS AND INHALANT	\$ 52.80	medic
261293	12/24/2019	001-454237	PISTON SERVICE OF ANACORTES	BRAKE PADS #034	\$ 175.05	dshop
261381	12/25/2019	8498 30 017 0487207	COMCAST	CITY HALL INTERNET CONNECTION 1/5-2/4/20	\$ 191.15	finance
261345	12/26/2019	1991560516	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 81.46	finance
261406	12/26/2019	1991560508	ARAMARK	APD NYLON MATS CLEANED	\$ 16.31	apd
261452	12/26/2019	209991-5	BIRCH EQUIPMENT CO., INC	BOOM LIFT FOR AERIAL WORK	\$ 1,681.97	fiber
261396	12/26/2019	1219	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - DECEMBER 2019	\$ 125.00	admsrv
261339	12/26/2019	111572	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 105.00	finance
261475	12/27/2019	0188-506747	CONSOLIDATED ELECTRICAL	CONDUIT AND FITTINGS	\$ 46.74	dwwtp
261455	12/27/2019	9313861966	GRAYBAR ELECTRIC COMPANY, INC	HUBBELL WIREHOLDERS FOR OUTSIDE PLANT	\$ 774.11	fiber

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
261537	12/27/2019	9313861967	GRAYBAR ELECTRIC COMPANY, INC	HUBBELL WIREHOLDERS FOR OUTSIDE PLANT	\$ 108.70	fiber
261386	12/27/2019	806190	PACIFIC LAMP & SUPPLY COMPANY	LED LAMPS 17 WATTS FOR LIBRARY	\$ 1,935.97	pwfac
261403	12/28/2019	00005W5A83529	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 12-28-19	\$ 10.38	apd
261401	12/30/2019	4352	ANACORTES TOWING, LLC	TOWING; APD CASE 19-A09454	\$ 163.05	apd
261453	12/30/2019	1991564206	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 76.31	dwvtp
261405	12/30/2019	12/01/2019	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 700.00	apd
261398	12/30/2019	7614162X	NATIONAL FIRE PROTECTION	2020 MEMBERSHIP KENNEDY	\$ 175.00	medic
261393	12/30/2019	111595	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 105.00	medic
261460	12/31/2019	101	ADVANTAGE WINDOW COVERINGS	REPLACEMENT BLINDS FOR PUBLIC DEFENDERS OFFICE	\$ 860.90	pwfac
261174	12/31/2019	1T000606-001-AA	DEPARTMENT OF ECOLOGY	WTP LEGAL AGREED ORDER DE 16576	\$ 21,358.59	legal
261473	12/31/2019	19-161-TRN-0011	LAKESIDE INDUSTRIES, INC.	RETAINAGE RELEASE	\$ 3,423.74	pw1
261308	12/31/2019	PettyCashBray	PETTY CASH	REIMBURSE IMPREST FUND	\$ 24.00	finance
261491	12/31/2019	0542005-001	UNUM LIFE INS CO OF AMERICA	JANUARY LEOFF LONG-TERM CARE INSURANCE	\$ 1,024.90	hr
261533	12/31/2019	COURT & BUILDING FEE	WASHINGTON STATE TREASURER	COURT & BLDG FEES TO STATE - Q4 2019	\$ 33,258.14	finance
261495	1/1/2020	101412	ASSOCIATION OF WASHINGTON	JANUARY, SUPPLEMENTAL LIFE INSURANCE	\$ 556.80	hr
261378	1/1/2020	20200101	CHOWANEC, WILLIAM	STA 3 RENT: JANUARY	\$ 2,235.00	medic
261085	1/1/2020	194867	CIVICPLUS, INC.	ANNUAL COST OF THE INTEGRATION 01/01/2020 - 12/31/2020	\$ 1,630.50	infosys
261082	1/1/2020	14636	WASHINGTON CITIES INSURANCE	GENERAL LIABILITY INSURANCE CITYWIDE 2020	\$ 417,781.00	finance

Total **\$924,864.13**

Ordinance 3052

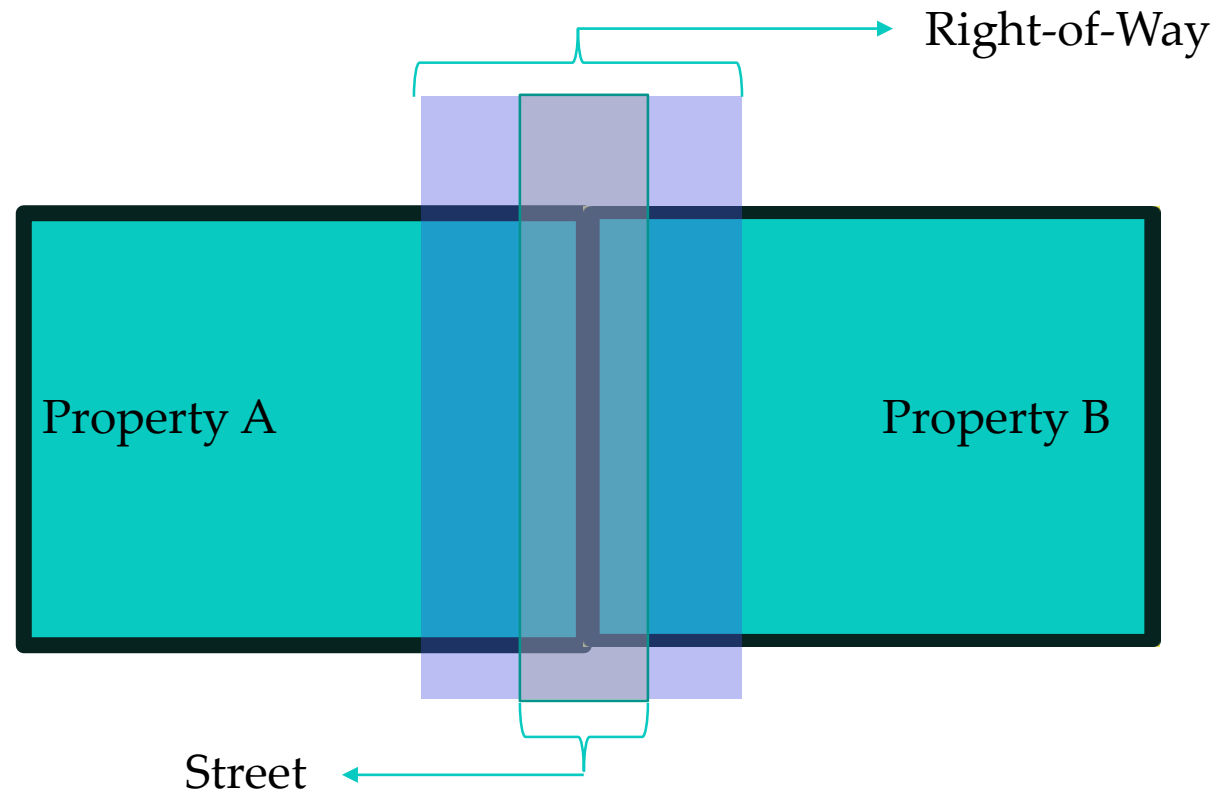
Repealing and Replacing Chapter 12.50 AMC

Procedural History

- September 23, 2019: Council directed staff to rewrite Chapter 12.50 AMC to address procedural issues identified in the City's process
- November 12, 2019: Staff presented draft rewrite of Chapter 12.50 AMC in Ordinance 3052
- November 25, 2019: Second reading of proposed Ordinance 3052
- December 9, 2019: Third reading of proposed Ordinance 3052

Vacations Generally

- Vacation is the termination of the public interest in a right-of-way, extinguishing the easement for public travel or use that is represented by the right-of-way.



Legal Framework

- Chapter 35.79 RCW governs Street Vacation
 - Allows adjacent owners to petition legislative body for vacation
 - Authorizes legislative authority to grant vacation and oversee process
 - Allows hearing examiner or committee to make recommendation to legislative authority
 - Vacations must be done by ordinance
 - Limits vacations of streets abutting bodies of water
 - Once vacated, title to vacated area passes to abutting owners
- Statute does NOT proscribe criteria or entitle the petitioner to vacation

Issues with current code

- Includes a process with the board of adjustment – no longer exists
- Includes ambiguous language – e.g. doesn't clarify who is an abutting owner
- Outdated language



New Code Provisions

- Eliminates redundant processes – all vacation petitions go to Council
- Streamlines language
- Clarifies abutting property ownership



Changes in Updated Draft

- Section 12.50.060: Criteria:
 - Added language that clarified that City council has sole and absolute discretion on vacation petitions
 - Removed language at the end of subsection (E), clarifying that the final criteria is just whether there are any objections to the petition
- Section 12.50.070: Partial Vacations:
 - Changed the language to restrict vacations for less than the whole width of right-of-way
 - Tweaked the language to clarify that any exception to the prohibition against partial vacations must “adequately address” the criteria in Section 12.50.060
- Section 12.50.120: Appraisals:
 - Changed the threshold for needing an appraisal for a petition to 5,000 square feet from 3,000 square feet

Questions?





City Council Agenda Bill

Meeting Date: 1/6/2020

Agenda Item: 7b

Subject: Ordinance 3052, repealing and replace Chapter 12.50 of the AMC regarding Street and Alley Vacations.

Contact: Darcy Swetnam

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

Action Type	
X	Ordinance No. 3052
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: This ordinance would update the City's regulations regarding street and alley vacations.

Background: The current AMC Chapter 12.50 includes outdated procedures that need to be updated. Recent vacation petitions have highlighted the need for a complete rewrite of this Chapter to reflect the City's actual process and policy decisions.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: Certain policy options were considered in drafting this ordinance and may still be considered in revising the Ordinance.

Recommended Motion: I move that we adopt Ordinance 3052.

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

Attachments (listed in order presented):

- Proposed Ordinance 3052 with annotations

**City of Anacortes
Ordinance No. 3052**

**An Ordinance of the City of Anacortes, Washington, repealing and replacing chapter 12.50 of
the Anacortes Municipal Code regarding Street and Alley Vacations**

Whereas Anacortes Municipal Code Chapter 12.50 includes procedural requirements that require updates; and

Whereas the City is granted authority by Chapter 35.79 RCW to regulate street and alley vacations within the City of Anacortes; and

Whereas the City now desires to update the Code regarding Street and Alley Vacations;

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

Section 1. Chapter 12.50 is hereby repealed and replaced with the attached Exhibit A entitled Chapter 12.50, Street and Alley Vacations; and

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

PASSED and APPROVED this ____ day of _____, 2020.

CITY OF ANACORTES:

Laurie Gere, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

**Chapter 12.50
STREET AND ALLEY VACATION**

Sections:

12.50.010 Statement of purpose.

12.50.020 Initiation of vacation.

12.50.030 Review of Petition—Setting of Council Hearing.

12.50.040 Notice of Hearing.

12.50.050 Council Hearing and Determination.

12.50.060 Criteria for Determination.

12.50.070 Ordinance.

12.50.080 Vacation of waterfront streets.

12.50.090 Compensation for Vacation.

12.50.100 Alternative compensation.

12.50.110 Appraisals.

12.50.120 Payment of compensation for conveyance.

12.50.010 Statement of purpose.

The purpose of this chapter is to establish procedures, notice requirements, and fees for the vacation of streets and alleys within the city. This chapter is intended to implement the authority granted to the city by Chapter 35.79 RCW and to conform to its provisions. In case of conflict between this chapter and those statutes, the statutory provisions in the RCW shall control.

12.50.020 Initiation of vacation.

A. The owners of an interest in any real property abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the City Council. The petition shall be filed with the City Clerk. The City Clerk shall notify the Director of Public Works that a vacation petition has been received no more than three days after receipt of a complete petition, fees, and all required documents.

1. The petition shall be in a form prescribed by the Director of Public Works and shall contain a name, address, telephone number, and email address of a representative for the petitioners. The petition shall also discuss the criteria set forth in AMC 12.50.060.

2. The petition must be accompanied by all of the following:

a. A nonrefundable fee in an amount established by resolution of the city to cover a portion of the administrative costs incurred in processing the petition and publishing, posting and mailing notices.

b. A survey prepared and certified by a professional engineer or professional land surveyor, registered in the state of Washington, indicating the specific parcels abutting the proposed street or alley to be vacated and all utilities and easements pertaining thereto. Flagging which indicates the boundaries of the street or alley shall be installed when the survey is conducted.

c. A vicinity map showing the general area of the proposed vacation.

d. A copy of the plat map encompassing the street or alley proposed for vacation, if applicable.

e. The legal description of the portion of road to be vacated prepared and certified by a professional engineer or professional land surveyor, registered in the state of Washington.

B. The City Council in the absence of a petition signed by the owners of more than two-thirds of the property abutting the street or alley to be vacated may itself by resolution propose a vacation.

1. The resolution shall be filed with the City Clerk and shall give a description of the property sought to be vacated, fix a time and place for the hearing. The time set for the hearing shall not be more than sixty days nor less than twenty days after the adoption of the resolution.

2. If the owners of fifty percent or more of the abutting properties file written objections to a vacation pursuant to this subsection (B) with the City Clerk prior to the time of the hearing, the city shall be prohibited from proceeding with the vacation.

12.50.030 Review of Petition—Setting of Council Hearing.

A. Upon receipt of a petition, the City Clerk shall forward the petition and required documents to the Director of Public works, or the director's designee, who shall determine whether the petition has been signed by the owners of more than two-thirds of the property abutting the street or alley to be vacated.

B. For purposes of this chapter, property abutting the area to be vacated will include property on both sides of the street or alley, even if the petition does not propose to vacate the full width of the street or alley.

C. If the petition has been signed by more than two-thirds of such owners, the Director of Public Works, or the director's designee, shall bring the petition before the city council within thirty days of its receipt by the City Clerk, and the City Council shall by resolution fix the time when the petition will be heard by the City Council, which time shall not be more than sixty days nor less than twenty days after the adoption of the resolution.

12.50.040 Notice of hearing.

A. Upon the passage of the resolution fixing the time for hearing the petition or proposal for vacation, the City Clerk, or the Director of Public Works, with the City Clerk, shall give not less than twenty days' notice of the time, place and purpose of the hearing by

1. Publishing written notice once in the city's official newspaper,
2. Posting a placard in a conspicuous place at each end of the street or alley sought to be vacated,
3. Posting notice of the hearing in three public places in the city, and
4. Mailing written notice at least 15 days before the date fixed for the hearing to all owners or reputed owners of land within three hundred feet of the proposed vacation, including the petitioners and other owners of property on the block abutting the street or alley to be vacated, as shown on the records of the Skagit County Assessor.

B. The placards for posted notice:

1. Shall be highly visible;
2. Shall be at least eleven by fourteen inches in size;
3. Shall include a map showing the location of the street or alley proposed to be vacated;
4. Shall contain a statement that a petition has been filed to vacate the street or alley described on the placard; and
5. Shall state the time and place for the hearing on the proposed vacation.

12.50.050 Council Hearing and Determination

A. A hearing on the petition or proposal held before the City Council shall be upon the day fixed by resolution or at the time to which a hearing may be adjourned. Following the hearing, the City Council shall determine whether to vacate the street or alley.

B. The determination or recommendation shall include, but not be limited to, consideration of the criteria set forth in AMC 12.50.060.

12.50.060 Criteria for Determination

The following criteria must be considered in vacation determinations. Decisions to vacate streets or alleys are entirely within Council's sole and absolute discretion. Council may deny a petition that addresses all of the following criteria, but may not grant a vacation petition without adopting findings that show how the proposed vacation meets each of the following criteria, and recommendations:

A. Whether a change of use or vacation of the street or alley will provide a significant benefit to the public;

- B. Whether the street or alley is neither currently required for public use or public access nor anticipated to be needed for public use or access in the future;
- C. Whether the substitution of a new and different public way would be more useful to the public;
- D. Whether possible future public uses may require the right of way; and
- E. Whether objections to the proposed vacation are made ~~by non-petitioning owners of private property abutting the street or alley or other governmental agencies or members of the general public.~~

12.50.070 Partial Vacations

A. Any vacation petition must be for the entire width of the right-of-way to be vacated and City Council may not vacate only a fraction of the right-of-way width unless an exception is found in subsection B below.

B. The City Council may only vacate a portion of a right-of-way if it first adopts findings that the vacation of the entire width is not possible and that the requested partial vacation adequately addresses all criteria in AMC 12.50.060.

12.50.080 Ordinance

If the City Council determines to grant the vacation, the action shall be made by ordinance with such conditions or limitations as the City Council deems necessary and proper to preserve any desired public use or benefit. A certified copy of the ordinance shall be recorded by the City Clerk and in the office of the Skagit County Auditor. The ordinance may contain provisions retaining any or all of the following:

- A. Easements for construction, repair and maintenance of existing and future utilities and services,
- B. Pedestrian and wildlife corridors,
- C. The right to exercise and grant easements for construction, repair and maintenance of existing and future utilities and services.
- D. When any street or alley in the city is vacated, the property within the limits so vacated shall belong to the abutting property owners, one-half to each.

12.50.090 Vacation of waterfront streets.

A. The city shall not vacate a street or alley if any portion of the street or alley abuts a body of salt or fresh water unless:

1. The vacation is sought to enable the city to acquire the property for port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation, educational purposes, or other public uses;
2. The City Council, by resolution, declares that the street or alley is not presently being used as a street or alley and that the street or alley is not suitable for any of the following purposes: port, beach or

water access, pedestrian and wildlife corridors, boat moorage, launching sites, park, public view, recreation, or education; or

3. The vacation is sought to enable the city to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the street or alley sought to be vacated abuts, had the properties included in the plan not been vacated.

B. Before adopting an ordinance vacating a street or alley pursuant to subsection (A)(2) of this section, the City Council shall:

1. Cause an inventory to be compiled of all rights-of-way within the city that abut the same body of water that is abutted by the street or alley sought to be vacated;

2. Cause a study to be conducted to determine if the street or alley to be vacated is unsuitable for use by the city for any of the following purposes: port, boat moorage, launching sites, beach or water access, park, public view, recreation, or education;

3. Hold a public hearing on the proposed vacation in the manner required by Chapter 35.79 RCW and this chapter; and

4. Include in its written decision a finding that the street or alley sought to be vacated is not suitable for any other purposes listed under subsection (B)(2) of this section, and that the vacation is in the public interest.

C. Notice of the public hearing on the proposed vacation shall be provided in accordance with the notice provisions of AMC 12.50.040; provided, that the city shall also post notice of the public hearing conspicuously on the street or alley sought to be vacated, which notice shall indicate that the area is a public access, that the street or alley is proposed to be vacated, and that anyone objecting to the proposed vacation should attend the public hearing or send a letter to the Director Public Works indicating an objection.

D. The City Council shall not adopt an ordinance vacating a street or alley under subsection (A)(2) of this section until the fair market value of the street or alley to be vacated, plus the full cost of any physical closures, road repairs, both required by the Director of Public Works, has been paid in accordance with AMC 12.50.110 and 12.50.120 or a conveyance of real property in lieu of compensation has been effectuated in accordance with AMC 12.50.100 and 12.50.120.

E. Moneys received from the vacation of a street or alley abutting a body of fresh or salt water may be used by the city only for the purpose of acquiring additional beach or water access, acquiring additional public view sites to a body of water, or acquiring additional moorage or launching sites.

12.50.100 Compensation for vacation.

A. Where a vacation for a street or alley which does not abut a body of fresh or salt water has been initiated pursuant to AMC 12.50.030(C), the ordinance vacating the area shall contain language stating that the ordinance is not effective until the owners of the property abutting the area to be vacated shall

pay to the city, the full cost of any physical closures, road repairs, or both required by the director of public works and (1) one-half of the fair market value of the area to be vacated; or (2) if all or part of the area was acquired at public expense or has been part of a dedicated public right-of-way for twenty-five years or more, the full fair market value of the area to be vacated with the city reserving any necessary easements.

B. Where a vacation for a street or alley which does not abut a body of fresh or salt water has been initiated pursuant to AMC 12.50.020(B) or has been required by the city as a condition to a permit approval, the owners of the property abutting the area to be vacated shall not be required to pay compensation for the area to be vacated.

12.50.110 Alternative compensation.

A. Conveyance of other property acceptable to the city may be made in partial satisfaction of or in lieu of the required compensation for the vacation of a street or alley, whether the conveyance is required to mitigate adverse impacts of the vacation or otherwise.

B. Where the conveyance of real property is made for street purposes and in exchange for the vacation of a street or alley that does not abut a body of fresh or salt water, one-half of the fair market value of the property conveyed shall be credited to the required compensation payment for the area to be vacated. Where the conveyance is made in fee for purposes other than street purposes, the full fair market value of the property conveyed shall be credited to the required compensation payment for the area to be vacated.

C. Real property may be conveyed in exchange for the vacation of a street or alley that abuts a body of salt or fresh water only where the property to be conveyed is conveyed for port, beach, water access, park, public view, recreation or educational purposes, boat moorage or launching sites, or other public uses, in accordance with AMC Section 12.50.080(A)(1), or as part of a plan implemented by the city council pursuant to AMC Section 12.50.080(A)(3). Where such property is conveyed for street purposes, one-half of the fair market value of the property conveyed shall be credited to the required compensation payment for the area to be vacated. Where the conveyance is made in fee for purposes other than street purposes, the full fair market value of the property conveyed shall be credited to the required compensation payment for the area to be vacated.

D. Where the value of the conveyed property is less than the required compensation payment, the owners of the property abutting the property to be vacated shall pay the difference to the city. When the value of the conveyed property exceeds the required compensation payment, the city shall pay the difference to the owners of the conveyed property unless otherwise agreed.

12.50.120 Appraisals.

A. For vacations totaling less than ~~three-five~~ thousand square feet value shall be established by the ~~city engineer~~Director of Public Works based on assessed values of land from properties in the immediate vicinity.

B. For vacations totaling ~~three-five~~ thousand square feet or more the Director of Public Works shall determine the fair market value of the area to be vacated based upon an appraisal from a state-certified general real estate appraiser. To obtain such appraisal, the Director of Public Works shall present to the petitioners a list of three such certified and designated appraisers from which the petitioners shall select one appraiser. The petitioner shall pay all costs associated with the appraisal.

C. If this appraisal is less than the assessed value established under subsection A above, this assessed value will be used, or if the Director of Public works or City Council is not satisfied with the appraisal submitted by the petitioners under subsection (B) of this section, the Director or City Council may order another appraisal from a state-certified general real estate appraiser. The city shall pay for this second appraisal. The Director of Public Works shall use the appraisal having the highest value for the area vacated.

D. The Director of Public Works shall determine the fair market value of the real property proposed to be granted or dedicated to the city in partial satisfaction of or in lieu of cash payment under AMC Section 12.50.090 in accordance with the appraisal procedures set forth in this section.

12.50.130 Payment of compensation for conveyance.

A. After the fair market value of the property to be vacated has been determined in accordance with AMC Section 12.50.110, the Director of Public Works or designee shall notify the representative of the petitioners of the amount of compensation required for the area to be vacated. The required payment shall be delivered to the Director of Public Works who, upon receipt of the payment, shall transmit it to the City Treasurer.

B. At least one-half of the received compensation shall be dedicated to capital projects for the acquisition, improvement, development and related maintenance of public open space , transportation or any combination thereof within the city; provided, that all compensation for the vacation of streets and alleys which abut a body of water shall be deposited in a fund designated for the sole purpose of acquiring additional beach or water access, additional public view sites to a body of water, or additional moorage or launching sites. The City Treasurer shall make a written report of the payment to the City Council.

C. If the petitioners have been authorized to deliver an instrument granting or dedicating to the city property in addition to or in lieu of a cash payment pursuant to AMC Section 12.50.100, the Director of Public Works may, at the petitioner's expense, obtain either a policy of title insurance insuring title of the conveyed property in the city, or a certificate of title as to the title thereof.



City Council Contract Agenda Bill

Meeting Date: 1/6/2019 **Agenda Item:** 7c

Subject: Contract Award or Bid Rejection - Municipal Broadband Installation – CBD, Old Town Pilot, M Avenue Pilot #19-181-FBR-001

Staff Contact: Emily Schuh

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

Action Type: Contract Award

Summary Statement: City staff seeks City Council decision to either award a contract in the amount of \$580,000.00 to OFS Fitel Services International LLC (OFS) for installation of fiber optic network infrastructure in the Central Business District, Old Town and M Avenue pilot areas, or reject all bids for said project. This project consists of the installation of a fiber optic drop cable that runs from the multi-port service terminal (MST) to the customer site and specialized fiber optic cable that will be installed inside the customer premise. The contractor will also install a small wall box and the optical network terminal (ONT) at the customer premises.

Background:

1. **History:** Council approved Resolution 2013 on May 29, 2018, directing that a business plan be developed for a fiber optic network to provide high-speed internet service to City residents and businesses. Council then approved slightly over \$3.1 million in the 2019-20 biennial budget for construction and operation of such a fiber optic network in three pilot areas.
2. **Key Terms:**
 - As a unit priced contract payment shall be made by unit price for each of the categories of work, with a total value of all Work Orders issued not to exceed \$580,000.00.
 - The period of performance is from contract execution through 12/31/20.
3. **Competitive Bidding:** On December 3, 2019 the City [solicited bids](#) for this unit priced contract, as authorized by [RCW 35.23.352](#). On December 17, 2019 a bid opening was conducted and 1 bid was received. OFS Fitel Services International LLC was determined to be the lowest responsible bidder.

Previous Council/Committee Action: Council approved [Resolution 2013](#) at the [May 29, 2018](#) meeting.

Competing Viewpoints Considered: N/A

Motion: City staff is presenting City Council with two motion choices:

1. If Council would like to move forward with awarding contract 19-181-FBR-001 to OFS:
I move that City Council authorize the Mayor to sign contract 19-181-FBR-001 with OFS Fitel Services International LLC in the amount of \$580,000.00 to provide the Municipal Broadband Installation – CBD, Old Town Pilot, M Avenue Pilot project.
2. If Council would like to approve the Resolution to reject all bids received for bid number 19-181-FBR-001:
I move that the Resolution 2070 be adopted to reject all bids for the Municipal Broadband Installation – CBD, Old Town Pilot, M Avenue Pilot project #19-181-FBR-001, pursuant to RCW 35.23.352.

Alternative Actions: N/A

Attachments: Contract 19-181-FBR-001, Resolution 2070

Contractor	OFS Fitel Services International LLC
Contract Amount	\$580,000.00
Earmarked Funds	\$2,100,000.00
BARS #	001.260.594.32.63
Budget Amendment Required?	No
Start Date	Execution
End Date	12/31/20



CONTRACT 19-181-FBR-001 AGREEMENT WITH OFS Fitel Services International LLC

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and OFS Fitel Services International LLC, a private contractor at 2000 NE Expressway, Norcross, GA 30071 (herein after referred to as "Contractor").

PROJECT **Municipal Broadband Installation – CBD, Old Town Pilot, M Avenue Pilot**

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to perform the subject project in accordance with and as described in the City of Anacortes Invitation to Bid entitled "Municipal Broadband Installation – CBD, Old Town Pilot, M Avenue Pilot, #19-181-FBR-001" issued December 3, 2019, which is hereby incorporated by reference and made a part hereof.
2. **Work Orders:** The City will issue a work order for each customer installation request, which will include specific installation instructions. The City will combine individual work orders into batches to send to the Contractor. The Contractor is expected to perform installations on the dates and times identified in the work order. The Contractor must clarify any questions or ambiguities in any work order prior to performance. The City is not required to pay for any work performed without the prior authorization or approval of the City.
3. **Compensation:** The total value of all Work Orders issued by the City shall not exceed **Five Hundred Eighty Thousand Dollars (\$580,000.00)**, which includes all labor, materials, 8.7% tax, and standard freight for the project. Compensation shall be by Unit Price for each of the categories of work in the Contractor's bid proposal, which is incorporated by reference and attached hereto as Exhibit A. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
4. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
5. **Period of Performance:** The period of performance shall be from contract execution through December 31, 2020.
6. **Job Safety:** Contractor shall comply with all Washington Department of Labor & Industries safety standards.
7. **Contract Requirements:** Contractor must have a contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsement; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
8. **Contract Documents:** The attached General Provisions, referenced Invitation to Bid, and Exhibit A are included in this Contract Agreement.

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 s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

Owner:

City of Anacortes

Mayor

Date

Contractor:

OFS Fitel Services International LLC

Date

1. WASHINGTON STATE PREVAILING WAGES

- a) Before any payment can be made by the City, Contractor and any subcontractors must file a "Statement of Intent to Pay Prevailing Wages" with L&I and provide a copy of the L&I approved Intent to the City Contract Specialist. Contractor will pay promptly, when due, all wages accruing to its employees. Intents will be filed annually by the Contractor at the start date of each new contract year.
- b) Before full or partial payment of the final invoice for the Contract year expiring can be made to the Contractor, an "Affidavit of Wages Paid" must be filed with L&I by the Contractor and any subcontractors within fifteen (15) days of all work performed during the Contract year just completed. A copy of the L&I approved Affidavit must be provided to the City Contract Specialist. Affidavits will be filed annually by the Contractor to cover wages paid for the contract year just expired.
- c) For the first year of the Contract, Contractor shall pay its workers the applicable prevailing wage rates in effect upon the date of execution of the contract. At the end of the first contract year, and each successive year thereafter, Contractor shall adjust the prevailing wages paid to its employees to recognize and follow the most recent increases promulgated by L&I, if any. L&I updates prevailing wage rates every March and September. Any adjusted rates shall be reflected on the Intent filed for the new contract year.
- d) Subsequent to any prevailing wage adjustments, the Unit Prices shall be adjusted on each anniversary date to reflect any changes in labor cost based on the most recent prevailing wage rates. For any adjustment in the established Unit Prices due to Contractor wage revisions, Contractor must submit the cost of wage increases to City for adjustment of the rates that will be paid to the Contractor for work in the new contract year. Prior to City issuing a Modification to adjust unit pricing, Contractor must submit sufficient cost details to City documenting the number of hours, or expected hours, to be worked by employees receiving the new prevailing wage rate, if any, and a formula for determining the resulting increase in the overall unit prices. City is not liable for rate increases proposed by the Contractor that are not consistent with the original Contractor estimates.
- e) In compliance with WAC 296-127, Contractor is required to pay L&I the appropriate filing fee with each Intent and Affidavit submitted to that department for certification. These fees are incidental to the Contract.
- f) For contracts in excess of \$10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of Intent to Pay Prevailing Wages approved by the Department of Labor and Industries and the address and phone number of the Industrial Statistician where complaints or inquiries may be made. The City will refer any dispute regarding the prevailing rate of wage to the Department of Labor and Industries for arbitration.
- g) The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 904 6th Street, Anacortes, WA. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

2. Delivery. Advance coordination of the work shall be made with the Project Manager Joe Edwards (360) 588-8363.

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

- a) of the acceptability of any subcontract terms or conditions;
- b) of the allowability of any cost under this contract, or
- c) to relieve the Contractor of any responsibility for performing this Contract.

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

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

5. Invoicing. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Contract Title, Contract Number and Price, or Amended Price. The Contractor must invoice **MONTHLY** for quantities delivered during the invoice period. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Contractors may complete a

City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

7. Final Payment: Waiver Of Claim The contractor's acceptance of final payment (excluding withheld retainage) shall constitute a waiver of claims, except those previously and properly made and identified by the contractor as unsettled at the time request for final payment is made.

8. Inspection.
A. Of the Work

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

B. Project Manager's Authority

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

9. New and Unused. All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

10. Warranty. The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after completion date of each Work Order, including any necessary labor and materials. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving City's written notice of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by City. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the City.

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

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

12. Insurance.

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

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

E. Extended Coverage for Completed Operations: The Contractor shall maintain Commercial General Liability completed operations coverage for a period of three years following substantial completion of the work for the benefit of the City of Anacortes by naming the City of Anacortes an additional insured using Additional Insured-Completed Operations endorsement CG 20 37 10 01 or an endorsements providing at least as broad coverage.

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

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

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

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

J. Subcontractors' Insurance: The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General

liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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

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

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

14. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

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

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

18. The City's Right to Terminate Agreement.

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

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

19. Changes/Additional Work. The City may engage Contractor to perform services in addition to those listed in this Agreement, and Contractor will be entitled to additional compensation for authorized additional services or materials. The

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

- a. Unit-priced change orders when there are recent and relevant unit prices in place for the desired work; OR
- b. If no recent or relevant unit prices are in place, the Contractor shall submit a detailed change order proposal. Details for labor, equipment and material will include: rates, quantities, and markups.

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

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

22. Disputes

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

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

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

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

23. Force Majeure. Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

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

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

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

CITY:

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

CONTRACTOR:

OFS Fitel Services International LLC,
Pierre Marty
2000 NE Expressway
Norcross, GA 30071

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

28. Survival of Contract Termination. The provisions of the following paragraphs, the provisions of the non collusion affidavit, and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Defense & Indemnity Agreement; Disputes.

29. Performance and Payment Bonds. The City is required by RCW 39.08.010, with limited exceptions, to obtain both a Performance and a Payment bond for each public works project. The City requires separate Performance and Payment bonds for 100% of the contract amount furnished on bond forms standardized by the City Attorney's office. The bonds must meet the following provisions:

- Be for the full amount of the project, including tax.
- Name City of Anacortes as the obligee.
- List the correct Project Name and Project Number.
- Be signed by both the surety (the Attorney in Fact) and the Contractor.
- Be issued by a surety authorized to do business in the State of Washington (listed on the Insurance Commissioners website) and which meets the AM Best Rating required in the Contract Documents. If no requirement exists, a minimum of AM Best Rating A-7 or better will be required.

Release of Bonds

Bonds will not be released until the project has been completed and finally accepted.

Performance Bonds – Performance Bonds will be released at the end of the warranty period or six months after the date of final acceptance, whichever is later. The City may at its option release the bond once all the conditions of RCW 39.08.010-1a have been discharged.

Payment Bonds – Payment Bonds will be released either 45 days after final acceptance of the project or upon receipt of releases from the Department of Revenue, Department of Employment Security and the Department of Labor and Industries, whichever is later. Release is contingent on the fact that no claims against the bond have been filed prior to the 45 day mark. If claims have been filed against the bond, it will not be released until the claims have been resolved.

30. Retainage. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. The Contractor may elect to execute a Retainage Bond. The bond must be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State. Retainage will be released **45 days after final acceptance**, provided that the following has occurred:

- a) All liens placed against the project have been released. For projects over \$35,000, releases from the Department of Labor and Industries, Department of Employment Security and the Department of Revenue will also be required.
- b) Affidavits of Wages paid for the final correct contract amount are approved and on file for the Contractor and any subcontractors.
- c) Worker's Compensation Premiums for the Contractor and any subcontractors are current.



**Municipal Broadband Installation –
CBD, Pilot 1, Pilot 2 #19-181-FBR-
001**

ATTACHMENT B – Bid Proposal

The following Bid Proposal lists Work items and quantities that will be used for calculating a total Bid amount to determine the low Bidder. The Bidder must write its loaded unit prices, extension calculations, and the total Bid price. All costs to perform the Work as specified must be reflected in the Bid Proposal. After the Bid opening, the Owner will verify the mathematical accuracy with respect to the extensions of unit Bid prices and the total Bid price. The Contract will be awarded to the lowest responsible and responsive Bidder.

The stated unit Bid quantities will specifically not be a part of the resultant Contract documents. The Owner does not represent or warrant to the Bidder that the actual Work provided under this Contract will be consistent with unit quantities that may be assigned by the Owner for purposes of determining the low Bidder. The actual Work provided under this Contract may vary substantially from the Owner-assigned unit quantities used to determine the basis of award, and the winning Bidder is not entitled to any adjustment in its unit prices as a result of any variation, no matter how significant, between the actual Work completed and unit quantities used for purposes of determining the basis of award.

1. BIDDER INFORMATION

Company Name: OFS Fitel Services International LLC

Email: aostrander@ofsoptics.com

Date: 12/16/2019

Address of Bidder: 2000 Northeast Expressway, Norcross, GA 30071

Telephone No.: (770) 576-0303

WA Labor and Industries Account No.: 4621600

Contractor's License No.: NORTHSC857Q4 (Subcontractors License, ours is forthcoming)

UBI No.: 604542565

2. BID PROPOSAL FORM

Having examined the Place of the Work and all matters referred to in the Contract Documents, including the Instruction to Bidders, General Conditions, and Unit Descriptions, for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the per unit amounts calculated as follows:

Item #	Item Title	Description	Estimated Qty	Unit	Unit Price	Extended Price
1	Service drop, 0 to 100 feet	All labor, tools and equipment to install drop cable from aerial MST port to building penetration at customer site.	30	EA	\$304.49	\$9,134.70
2	Service drop, 101 to 250 feet	All labor, tools and equipment to install drop cable from aerial MST port to building penetration at customer site.	30	EA	\$473.64	\$14,209.20
3	Service drop, 251 to 500 feet	All labor, tools and equipment to install drop cable from aerial MST port to building penetration at customer site.	85	EA	\$608.98	\$51,762.30
4	Service drop, 501 to 750 feet	All labor, tools and equipment to install drop cable from aerial MST port to building penetration at customer site.	80	EA	\$676.64	\$54,130.20
5	Service drop, 751' to 1000'	All labor, tools and equipment to install drop cable from aerial MST port to building penetration at customer site.	30	EA	\$1,082.61	\$32,478.30
6	Service drop, 1001 to 1250 feet	All labor, tools and equipment to install drop cable from aerial MST port to building penetration at customer site.	30	EA	\$1,353.27	\$40,498.10
7	Service drop, 1251 to 1500 feet	All labor, tools and equipment to install drop cable from aerial MST port to building penetration at customer site.	5	EA	\$1,623.92	\$8,119.60
8	Service drop, 1500+ feet	All labor, tools and equipment to install drop cable from aerial MST port to building penetration at customer site.	5	EA	\$2,165.22	\$10,826.10
9	Exterior-mounted wall box	All labor, tools and equipment to install wall box on customer site exterior wall.	70	EA	\$71.23	\$4,986.10
10	Interior-mounted wall box	All labor, tools and equipment to install wall box on customer site interior wall.	225	EA	\$71.23	\$16,026.75
11	Building penetration, wood	All labor and equipment to core drill and penetrate customer building exterior wall per site design, pass cable through wall penetration and seal penetration per local and/or state code. Customer exterior wall construction is wood, sheetrock and/or similar material.	100	EA	\$71.23	\$7,123.00
12	Building penetration, concrete	All labor and equipment to core drill and penetrate customer building exterior wall per site design, pass cable through wall penetration and seal penetration per local and/or state code. Customer exterior wall construction is brick, mortar, concrete and/or similar material.	195	EA	\$514.88	\$100,401.60
13	Customer premise installation, ONT only	All labor and equipment to install InvisiLight® solution from exterior wall penetration to ONT location and confirm ONT successfully connects to network.	265	EA	\$270.66	\$71,724.90

Item #	Item Title	Description	Estimated Qty	Unit	Unit Price	Extended Price
14	Ad hoc labor, crew member	Average hourly rate for each non-supervisor member of crew performing work requested by Customer but not otherwise identified in Bid Unit Schedule.	1	Hr	\$135.34	135.34
15	Ad hoc labor, crew supervisor	Average hourly rate for each crew supervisor overseeing tasks requested by Customer but not otherwise identified in Bid Unit Schedule.	1	Hr	\$152.18	\$152.18
Subtotal:						\$421,810.37
8.7% Sales Tax:						\$36,697.50
Total Bid:						\$458,507.87

3. ADDENDA: Bidder acknowledges review of all Addenda through No. None

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. Addendums, if any, will be issued no later than 5:00pm on December 11, 2019. Such information may be obtained from the City of Anacortes website: www.anacorteswa.gov/Bids.aspx.

4. COMPLIANCE WITH SPECIFICATIONS

The proposed equipment must fully comply with the Scope of Work to qualify as a responsive bid. Bidder must attach additional information or pages listing all deviations and substitutions or proposed "as equal" component to the specifications which are included with this Bid. A completed list of proposed deviations and substitutions will be required to enable the Owner to evaluate whether the proposed items comply with the requirements of the specifications, to be determined by the Owner in the Owner's sole discretion.

5. LIMITATION OF DAMAGES

The Bidder:

a) agrees not to bring any Claim against the City or any of its employees, advisers, or representatives for damages in excess of an amount equivalent to the reasonable costs incurred by the Bidder in preparing its Bid for any matter in respect of this ITB, including:

- I. if the City accepts a non-compliant Bid or otherwise breaches (including breach of material terms) the terms of this ITB; or
- II. if the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this ITB or both) or the City exercises any rights under this ITB; and

b) waives any and all Claims against the City or any of its employees, advisers, or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the City and the Bidder for any reason, including:

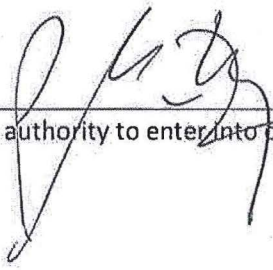
- I. if the City accepts a non-compliant Bid or otherwise breaches (including breach of material terms) the terms of this ITB; or
- II. If the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this ITB or both) or the City exercises any rights under this ITB.

6. NON-COLLUSION DECLARATION

By signing the signature page of this proposal, I declare, under penalty of perjury under the laws of the United States, that the following statement is true and correct:

1. That 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.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

7. AUTHORIZATION

I, PIERRE MARTY  (sign and print name)
authorize the above bid and I have the authority to enter into contracts on behalf of the business or other entity I represent.

CITY OF ANACORTES
RESOLUTION NO. 2070

A RESOLUTION of the City of Anacortes, Washington, rejecting all bids for bid number 19-181-FBR-001: Municipal Broadband Installation – CBD, Old Town Pilot, M Avenue Pilot.

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

Section 1. Recitals and Findings. The City Council of the City of Anacortes hereby makes the following findings:

- 1.1 The City of Anacortes has an identified public works project as the Municipal Broadband Installation – CBD, Old Town Pilot, M Avenue Pilot.
- 1.2 The City solicited bids for this public works project in accordance with competitive bid requirements set forth under RCW 35.23.352, identified as Bid Number 19-181-FBR-001, and on December 17, 2019 one bid was received by the City.
- 1.3 The lowest responsive, responsible bid received substantially exceeded the original estimate and the budgeted available funding for the project.
- 1.4 Pursuant to RCW 35.23.352, the City Council may, by resolution, reject all bids.

Section 2. Bids Rejected. Based on the Recitals and Findings above, the City Council hereby rejects all bids received for bid number 19-181-FBR-001: Municipal Broadband Installation – CBD, Old Town Pilot, M Avenue Pilot.

Section 3. Ratification and Confirmation. Any actions of the City or its officers prior to the date hereof and consistent with the terms of this Resolution are ratified and confirmed.

Section 4. Effective Date. This Resolution shall be in full force and effect from the after its adoption and approval.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 6th day of January 2020.

Laurie Gere, Mayor

ATTEST:

APPROVED AS TO FORM:

Steven D. Hoglund, City Clerk/Treasurer

Darcy Swetnam, City Attorney



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning January 13, 2020

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

January 13, 2020

- Contract Award: WWTP Incinerator MCC Replacement #20-022-SEW-001 (Consent)
- Contract Modification Approval: Emergency Management Services #19-015-IDS-001 (Consent)
- Presentation: 2020 Census (Discussion)

January 21, 2020

January 27, 2020

- Presentation: Community Action of Skagit County (Discussion)

February 3, 2020

- Port of Anacortes Northwest Basin Redevelopment Plan Presentation (Discussion)

February 10, 2020

- State Auditor Presentation on Infrastructure and Security of City Computer Network (Discussion)
- Executive Session (30 Minutes) beginning 6:00 p.m. : Infrastructure and Security of City Computer Network (RCW 42.30.110(a)(ii))

February 18, 2020

February 24, 2020

March 2, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Jan 6, 2020, 5:00 PM, Main Conference Room, City Hall
- Port/City Liaison, Tuesday, Jan 7, 2020, 8:30 AM, Port of Anacortes
- Finance, Wednesday, Jan 8, 2020, 5:00 PM, Main Conference Room, City Hall
- Skagit Law & Justice Council, Wednesday, Jan 8, 2020, 8:15 AM, Mount Vernon
- Planning, Monday, Jan 13, 2020, 5:00 PM, Main Conference Room, City Hall
- Public Works, Tuesday, Jan 21, 2020, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Jan 22, 2020, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Jan 27, 2020, 5:00 PM, Main Conference Room, City Hall
