



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

June 18, 2018
6:00 p.m.

PRELIMINARY AGENDA

[Packet Materials](#)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Pulp Mill Exhibit Opening Announcement
 - b. Finance Committee
 - c. Skagit County Law & Justice Council
 - d. Public Works Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of June 11, 2018
 - b. Approval of Claims in the amount of: \$488,237.36
 - c. Contract Modification: 17-028-TRN-004 Downtown Sidewalks Phase 2
 - d. Interlocal Agreement 266: City of Marysville - Storvik Park Outdoor Movie Video Services
 - e. Resolution 2016: Sole Source Procurement of WTP Intake Pumps
6. **Public Hearings**
7. **Other Business**
 - a. * Resolution 2012: Agriculture Irrigation (Action)
 - b. * IL264: Collection and Distribution of Impact Fees (Discussion/Possible Action)
 - c. Contract Award: 32nd St & D Avenue Intersection Improvements 16-004-TRN-004 (Action)
8. **Executive Session (30 Minutes)**
 - a. Potential Litigation per RCW 42.30.110(1)(i)
9. **Adjournment**

Per Resolution 1949, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in, and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting.*

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



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning June 25, 2018

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.

June 25, 2018

- Anacortes Senior Activity Center Foundation Donation to the Anacortes Senior Activity Center (Discussion/Possible Action)
- Contract Modification: Laserfiche RIO Connector (Action)
- Resolution 2017: Transportation Benefit District 0.2% Sales Tax (for public vote in November) (Action)
- Contract Award: Sanitary Sewer Lines Rehab 18-021-SEW-002 (Action)

July 2, 2018

- Final Plat, Phase V of the Rock Ridge South Subdivision (Action)
- Final PUD/Plat, Haddon Road PUD (Action)
- Update on Projects and Activities from the Anacortes Bike/Pedestrian Advisory Committee (ABPAC) (Discussion)
- Ordinance 3025: Adopting a Speed Limit Reduction on L Avenue for the Bicycle Boulevard/Greenway (Discussion/Possible Action)

July 9, 2018

- Contract Award: 14-056-IDS-007 Fiber Optics Project Phase 3 Construction - RBC (Action)

July 16, 2018

July 23, 2018

August 6, 2018

August 13, 2018

August 20, 2018

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Jun 18, 2018, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Jun 25, 2018, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Jun 27, 2018, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Jul 2, 2018, 5:00 PM, Public Works Director's Office, City Hall
- Port/City Liaison Committee, Tuesday, Jul 3, 2018, 8:30 AM, Port of Anacortes
- Housing Affordability & Community Services, Thursday, Jul 5, 2018, 1:30 PM, City Hall
- Skagit County Population Health Trust, Thursday, Jul 5, 2018, 8:30 AM, Mount Vernon
- Planning, Monday, Jul 9, 2018, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Jul 11, 2018, 5:00 PM, Main Conference Room, City Hall

June 18, 2018
6:00 p.m.

Continue on back of sheet as needed

City Council Minutes – June 11, 2018

At 6:00 p.m. Mayor Laurie Gere called to order the regular Anacortes City Council meeting of June 11, 2018. Councilmembers Eric Johnson, Anthony Young, Ryan Walters, Brad Adams, Liz Lovelett, Bruce McDougall and Matt Miller were present. The assembly joined in the Pledge of Allegiance.

Port of Anacortes Commissioners Ken Goodwin, Jon Petrich, Joe Verdoes, John Pope and Katherine Pittis and Port of Anacortes Executive Director Dan Worra joined the City Council for this joint meeting.

Public Comment

Bill Mitchell, 807 27th Street, described his design for a display structure for the Morrison Mill jitney and requested incorporating into that structure some of the saved brick from the demolition of the Morrison Mill smokestack in 2001. Mr. Mitchell called this a worthy project and a tribute to the town's lumber mill history; he urged completing the project.

Nick Stowe, 1514 14th Street, co-owner of Bike Spot at 210 Commercial Avenue, said that the Port of Anacortes had recently presented the four businesses in the 200 Block of Commercial Avenue with new lease agreements that were unreasonable and disrespectful to the business owners. Mr. Stowe said that the lease terms, which allow no maintenance of the Olson Building, devalue the tenant businesses in the building. He added that none of the businesses had signed the lease. Mr. Stowe noted the Port's focus on a new event center and the Cap Sante basin and said the Port is not paying attention to north Commercial. He warned that the focus on the marina district would draw people away from downtown.

Nick Rennis, 814 6th Street, co-owner of The Business at 216 Commercial Avenue, added to Mr. Stowe's comments and said he hoped that the 200 Block of Commercial Avenue would be discussed under the Open Forum section of the agenda later in the evening as a topic of mutual interest. Mr. Rennis encouraged a good resolution for everyone. He questioned whether asserting a right to no maintenance responsibilities in a historic, iconic building was good stewardship. Mr. Rennis said that downtown businesses and waterfront businesses are of equal value to the town and as port tenants. He questioned allowing the Port to destroy the downtown before abandoning it for the new waterfront destinations.

Norm Havercroft, owner of Marine Documentation Service at 212 Commercial Avenue for over 20 years, spoke of his love for the Olson Building and his work to restore his space there. Mr. Havercroft questioned why the Port hired an engineering firm with no experience of historic buildings to assess the building after purchasing it. He said it was time for the Port to get some help. Mr. Havercroft asked the city to encourage the Port to seek help to find out what can be done with an old building like the Olson Building. He said the Washington Trust for Historic Preservation had reached out to the Port but that offer had not been accepted. Mr. Havercroft urged preserving the historic architecture in old town, which is still functional and viable.

Jacques Moitoret, 1109 4th Street, expressed concern about rumored plans of redevelopment of the 200 Block of Commercial Avenue. Mr. Moitoret read from his written remarks, asking if there are cases in which public domain supersedes private property. He cited Seattle landmarks such as the Space Needle and Pioneer Square and asked if private owners would be allowed to demolish or refuse grants to repair those structures. Mr. Moitoret said the 200 Block is integral to the living character of Anacortes and that its current tenant businesses are living cultural assets. He said no one has the right to tear down that row of buildings. He urged the Port to be content to do as it pleases with the empty 4/5 of the block but to keep the monumental maple tree at the eastern edge.

Diana Foss, 810 38th Street, owner of Classic Upholstery at 220 Commercial Avenue for 40 years, said she would love to sign a lease for her property but would not sign the lease presented by the Port. Ms. Foss said the tenant businesses were afraid they would not survive if they had to move, which costs time and money. She said the lease said all of the promises made by the Port in the past were non-binding. She said the lease would not allow the tenants to make any improvements but that the Port also would not make any improvements. She said the lease allowed the Port to ask tenants to vacate with only three day's notice if it thinks the structure is worsening or failing. Ms. Foss described the Sunday cruise ship history tour of the 200 Block and asked where the cruise ship would start its tour if the 200 Block wasn't there.

Patti Pattee, 1302 6th Street, owner of Watermark Book Company on Commercial Avenue for 28 years, urged the city to help the Port find a way to keep the 200 Block businesses in town and in that block. Ms. Pattee called the block an anchor for the town. She said the past several months of uncertainty had caused the businesses emotional and financial stress and said no one can run a business on a month to month lease. Ms. Pattee said whatever happens to these businesses will affect other downtown merchants. She asked the city to help find a way to rescue these businesses and these buildings. She called brick and mortar workers ambassadors in town. She said she hoped Anacortes did not want to tear down historical buildings and dislocate businesses.

Consent Agenda

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

- a. Minutes of June 4, 2018
- b. Approval of Claims in the amount of: \$654,130.39

The following vouchers/checks were approved for payment:

EFT numbers: 89454 through 89506, total \$423,792.12

Check numbers: 89451 through 89453 and 89507 through 89563, total \$229,022.55

Wire transfer numbers: 232828 through 233855, total \$3,409.11

OTHER BUSINESS

Anacortes Green Club Presentation

Anacortes High School Green Club officers Alli Schuh, 13864 Avon Allen Road, Saville Feist, 5052 Lake Erie Way, and Ellyson McFarland, 2320 37th Street, reported on the rain garden constructed by the students the prior Saturday beside the Samish Longhouse pre-school on D Avenue. Their slide presentation was added to the packet materials for the meeting. The students thanked the Samish Indian Nation and the many individuals, businesses, and mentors who donated time and energy to make the project possible. Ms. Schuh outlined upcoming Green Club projects to reduce waste generate by the high school food service.

City of Anacortes Capital Project Coordinator John Franz, 3408 G Avenue, explained that for the past several years the city had been allocating a portion of the public outreach and education expenditures required by its NPDES permit to Green Club educational and demonstration projects. Mr. Franz elaborated on the extensive classwork performed by the students prior to the field work to determine the rain garden design, interpret the state specs, and perform the modeling required to size and build the project. He praised the student accomplishments and said the partnership was providing real world career experience for students. Mr. Franz added that the high school Broadcast Club was preparing a video documenting the project and that the full list of donors would be recognized there. Mr. Franz also thanked the Samish Indian Nation which was integral to the project, noting that the city and the tribe had worked together to achieve spectacular improvements in stormwater quality locally.

SPECIAL JOINT MEETING WITH THE PORT OF ANACORTES COMMISSION

Joint Maritime Strategic Plan

Mayor Gere reminded that since 2016 the city, the port and the Economic Development Alliance of Skagit County (EDASC) have been collaborating to develop the draft Joint Maritime Strategic Plan, including interviewing more than 50 maritime businesses in Anacortes. She introduced Sean Connell, EDASC Director of Business Development and Global Competitiveness, who presented the draft strategy and asked for the thoughts, perspectives and ideas of both boards as the working group prepared to finalize and implement the plan. Mr. Connell's slides were added to the packet materials for the meeting. He first defined the maritime sector, then summarized the important and growing economic impact of maritime jobs in the state. He summarized Anacortes's competitive advantages in the maritime sector and the challenges faced by maritime businesses including the size of the skilled workforce, regulatory burdens and infrastructure and space limitations. Mr. Connell displayed the interview questions presented to the 50 businesses interviewed and to trade group meetings. He then reviewed the four major goals and associated action steps included in the plan, referring those present to the full draft plan for complete information and identification of lead agencies for each action step. Mr. Connell noted that the strategy was very timely given Governor Inslee's Washington Maritime Blue initiative to make Washington State home to the nation's most sustainable maritime industry by 2050.

Mayor Gere invited questions from the elected officials. Mr. Verdoes asked which obstacles to success were most commonly identified by interviewees. Mayor Gere and EDASC Executive Director John Sternlicht agreed that lack of infrastructure/space, regulatory overload, and workforce development were the most commonly cited challenges, affecting each business to different degrees. Mr. McDougall suggested that the next draft of the strategy document correlate those three challenges with the six maritime sectors listed in Appendix A. Mr. Pope suggested collecting statistics on retention of trained workers from Bellingham Tech and the Marine Technical Center. Ann Avery, director of the State Center for Excellence for Marine Manufacturing and Technology, described a new survey effort that would track marine trade students from four institutions to determine in which sectors and regions they were eventually employed. Ms. Lovelett asked if the Port could work with some of its larger tenants to develop workforce housing since affordable housing was key to retaining trained workers. Mr. Worra said that housing was not part of the Port's mission but that creating family wage jobs was. Several of the elected officials commented on the advantages a local fiber optic network would provide to the maritime sector. Mr. Johnson suggested a task force on maritime education to pool community resources to support workforce readiness. Mr. Miller commented that the CTE facilities at the new high school would also contribute to workforce development. Mr. Walters suggested that the draft strategy identify a single lead agency for each action item to ensure accountability. Mr. Adams commented on the similarities in training and jobs between the manufacturing and maritime sectors. Mr. Petrich asked if the plan could include actions to diversify the workforce to include both young men and women. He echoed Ms. Lovelett's comments on the need for affordable housing to retain workers. Mr. McDougall asked that a future draft of the strategy share the full SWOT to include both weaknesses and risks, noting that one threat is the high cost of living in Anacortes. Mr. Sternlicht noted that affordable housing was a regionwide concern. Mr. Verdoes commented on the need for more space for maritime businesses and said he was proud of the Port's efforts at environmental cleanup, resulting in more usable space and family wage jobs. He said boat ramps were also identified as a crucial need. Mayor Gere agreed that every interviewee mentioned the need for more and better boat ramps. Ms. Lovelett commented that three of the five businesses in the 200 Block of Commercial Avenue were maritime related and said the Port needed to commit to retaining and restoring that block.

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

Norm Havercroft cited the number of waterway access points in Seattle and King County and said Anacortes was way behind. He urged more boat ramp access in town.

Wim Houppermans, 3412 K Avenue, disagreed with the plan's call to complete the Guemes Channel Trail, stating that many do not support that trail. He said the trail would have a high ecological, financial and maintenance cost and no parking. He also disagreed with the plan's call to increase exports if that meant oil product exports which he called a direct threat to the fishing and tourist industries. He urged more careful, long term thought about the plan.

Mayor Gere said the working group would take the evening's comments and suggestions into account and also review the draft plan with the interviewed businesses to make sure their comments had been captured.

Ms. Lovelett commented on sustainability, noting that some industries are incompatible next to each other. She also urged that a future draft address environmental stewardship and preparing for climate change, giving several examples of topics that were ripe for environmental and economic win-win solutions.

Transit Shed and Cap Sante Marina Redevelopment Strategy

Mr. Worra presented the Port's redevelopment strategy for the Port Transit Shed and Cap Sante Marina, referring to his slide presentation which was included in the packet materials for the meeting. He explained that the strategy was based on the Port's 2008 comprehensive plan and subsequent CERB grant-funded work to develop a funding plan. Mr. Worra summarized the goals of the strategy to maximize the potential of limited industrial maritime waterfront and create family-wage jobs, provide event space as an economic development catalyst and community asset, create connectivity between downtown, Cap Sante Marina and the Depot, and enhance "place-making" efforts at Cap Sante Marina and the Depot. He then reviewed the opportunities and challenges to achieve those goals, described the desired features of the new event space based on public stakeholder meetings, and presented three schematic scenarios for locating a future hotel, future event center, future development and an RV park north and west of the Cap Sante Marina. Mr. Worra discussed the Port's preferred option, Scenario C, in more detail, noting the realigned haul route connecting Q and R Avenues. He then shared the Port's proposed implementation timeline for 2018-2022, beginning with development of an MOU or ILA with the city setting out a partnership between the two entities. Mr. Worra listed potential private and public funding sources and partners for each element of the plan. He quoted from the city's 2016 Comprehensive Plan and Depot Master Plan to indicate how the Port's strategy furthers goals of those plans and concluded by reiterating the Port's desire to partner with the city in the redevelopment effort.

Mayor Gere emphasized the need to connect the downtown central business district with the marina and invite shoreline visitors into downtown. Several councilmembers preferred Scenario C among the three options presented. Councilmembers questioned including an RV park near the waterfront and asked about including more small commercial business spaces in the plan. Port commissioners explained that the RV park would generate revenue to support other elements of the plan. Mr. Johnson asked about moving the W.T. Preston, possibly over the water, to free up valuable shorefront property. Ms. Lovelett noted that the updated Depot Master Plan had been put on hold pending completion of the Port's strategy and now needed to be completed and harmonized. She also reminded that the Anacortes Railway group did not appear to be contemplated in the Port's plan. Mr. McDougall observed that redevelopment of the Cap Sante basin and MJB properties would likely shift the economic center of gravity south and east of downtown; he asked to see more in the Port's plan about how the existing north end and CBD would be preserved. Mr. Verdoes emphasized that the Port had no plans to take down the Olson Building. Ms. Lovelett suggested a free shuttle, ebikes, bike rentals and other means of providing connectivity for residents and visitors. Mr. Adams asked for more detail about the vision for the hotel and event center, noting that at the conclusion of events at the Transit Shed attendees flood the downtown. He stressed the value of the 9th Street connection between the waterfront and downtown. Mr. Walters expressed his support for retaining the Olson Building and its street frontage as retail space; he asked the Port to let the city know what it could do to achieve that end. Mayor Gere agreed that the city wanted to help the Port make that vibrant retail block viable.

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

Steve Orsini, 4971 Guemes Island Road, emphasized the long time need for additional small boat ramp access. Mr. Orsini also cautioned that putting a hotel on the marine waterfront would be a terrible mistake as that would preclude port-related activities, including boat ramps. He said it would be preferable for event center attendees to stay at downtown hotels.

Bill Mitchell said he sort of agreed with Mr. Orsini and was concerned about the 60% occupancy rate of hotels nationwide. He suggested possibly locating the event center at the Quiet Cove marina. Mr. Mitchell called it a crime to tear down the Anacortes Junk Company building, suggested that the rope company didn't need to expand to the waterfront, and listed other underutilized laydown space in Anacortes.

Wim Houppermans said that economic development needed downtown shops to be open on Sundays and suggested that the city and port coordinate on that.

Carolyn Moulton, 1514 14th Street, co-owner of Bike Spot at 210 Commercial Avenue, said the Olson Building tenant businesses currently have a month to month lease with a 30-day notice provision and that they would like longer term leases but instead the new lease recently presented by the Port is month to month with a June 30 signature deadline, a clause saying the Port is no longer responsible for any maintenance, and a clause saying the Port can remove tenants with 3 days of notice. Ms. Moulton said those terms were unacceptable to all of the tenants and said it would be nice to work with the Port instead of being at odds with it.

Dan Baker, 1820 11th Street, observed that over the past 20 years Anacortes had been getting more and more exclusive. He said Anacortes needed two or three more public boat ramps with sufficient parking and said that would bring people from all over. Mr. Baker also noted that there is an RV park at the end of town and said that a shuttle bus service from there to downtown would be a good idea, then there wouldn't need to be an RV park in the marina. He liked the idea of increasing public access, and also of creating more inexpensive housing so retirees like him could afford to live in Anacortes and support its economy.

Peter Bolay, 15514 Poppleton Circle, Omaha, Nebraska, and part-time live aboard in Anacortes, noted the mural in the front of the Council chambers depicting a historic view of Guemes Channel and the earlier discussions about historic preservation. He said Omaha had preserved a huge downtown section from its railroad days which has been very important there. Mr. Bolay said Anacortes doesn't have many old buildings on Commercial Avenue and that historic preservation is part of the history of this and other towns. He said achieving affordable housing in Omaha had involved private funding. He concluded that preservation is important, wise development is important, and good business is simple: everyone benefits is the right way to go.

No one else in the audience wished to comment on this agenda item.

Ms. Lovelett revisited the retail spaces envisioned in the Port's plan and encouraged a Pike Place Market model with flexible 200-400 SF spaces as a fantastic investment in economic development. Mr. Godwin said the Port had done quite a bit of work on the plan including public hearings and now knew what it wanted to do, preferring Scenario C, but that it needed the city as a partner and asked City Council's timing. Mayor Gere advised that the Port's proposal would need to be discussed by Council at the committee level and at the Council level over the following month or two. Mr. Miller concurred, noting that to arrive at an MOU with the Port would require public hearings before the Council. Ms. Lovelett reminded that the Depot Master Plan update was still on hold pending completion of the Port's draft plan. Mayor Gere said she would report back to Council on the status of that update. Mr. Walters agreed that the two plans needed to harmonize and encouraged expedited review. Mr. Young urged pushing forward so progress could begin. Mr. Pope said the Port plan appeared to be compatible with the 2007 Depot Master Plan and urged moving forward with a common Depot/North Basin Plan. Port Commission Chair Verdoes thanked the city for the opportunity to meet and work together.

There being no further business, at approximately 8:35 p.m. the Anacortes City Council meeting of June 11, 2018 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the June 18, 2018 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
234045	4/27/2018	232217A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$390.53
233945	5/1/2018	34425317	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$101.46
233949	5/1/2018	34425318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$52.08
233903	5/2/2018	11699236	WILBUR-ELLIS COMPANY, LLC	FERTILIZER FOR PARKS	\$4,325.90
233897	5/8/2018	00081444	CROWN FILMS	BIO BUDDY DOG WASTE BAGS	\$598.92
233950	5/8/2018	34544275	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$24.08
233951	5/8/2018	34544276	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$37.74
233905	5/8/2018	11721654	WILBUR-ELLIS COMPANY, LLC	FERTILIZER FOR HANGING BASKETS	\$82.46
234059	5/10/2018	BI-0324487	BECKWITH & KUFFEL	PUMP REBUILD	\$1,302.00
233908	5/11/2018	315095	FRONTIER BUILDING SUPPLY	PANELS FOR SHOP	\$455.44
233907	5/21/2018	I-SG-10570	IMAGE360	GRAPHICS TO POLICE VEH #036A	\$950.50
233996	5/21/2018	12107	NW COMMUNICATIONS, INC	ANTENNAS INSTALLED IN VEH #036A	\$215.91
233584	5/21/2018	141356078001	OFFICE DEPOT, INC.	OFFICE SUPPLIES	\$58.84
234047	5/22/2018	9316	HOW IT WORKS, INC	2017 WATER QUALITY REPORT PRINTING	\$118.81
233362	5/23/2018	0229346	SIRENNET.COM	OPERATING PARTS- VEH #213	\$296.68
234075	5/24/2018	3337181	DAILY JOURNAL OF COMMERCE	LEGAL NOTICE FOR LIBRARY RFID EQUIP RFP	\$236.90
233941	5/24/2018	34816759	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$94.31
233947	5/24/2018	34816760	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$848.11
233986	5/26/2018	50396	LAKE SIDE INDUSTRIES, INC.	DUMP FEES	\$52.36
233932	5/28/2018	9808067455	VERIZON WIRELESS	CITY CELL PHONES 4/29-5/28/18	\$10,257.98
233671	5/30/2018	030213	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - W.T. PRESTON	\$10.83
233988	5/30/2018	1108629	SKAGIT PUBLISHING LLC	PUBLISH AA-1766443 AA-1767690 AA-1768768	\$194.88
234051	5/31/2018	113	BUBBA SUDZ CAR WASH, INC.	MAY CAR WASHES- 20	\$180.00
233948	5/31/2018	34899317	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$529.20
233953	5/31/2018	3091484097	LEXISNEXIS	LEXIS NEXIS SUBSCRIPTION MAY 2018	\$278.85
234209	5/31/2018	0000600949	OCLC, INC	CATALOGING, ILL, FIRSTSEARCH/WORLDCAT DISCOVERY	\$345.21
233931	5/31/2018	6743	PETDATA, INC	PETDATA LICENSING FEES MAY	\$200.90
234006	5/31/2018	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS	\$20,020.66
234072	5/31/2018	28419	REICHHARDT & EBE ENGINEERING	SHIP HARBOR & SR20 INTERSECTION - 4/19/18-5/25/18	\$1,566.27
233936	5/31/2018	INV00377336	SMARSH, INC	ARCHIVING PLATFORM 5/1-5/31/18	\$513.05
234046	5/31/2018	1220862	SURETY PEST CONTROL	ASAC PEST CONTROL	\$92.23
234049	5/31/2018	114.6858586	UNITED SITE SERVICES, INC	2100 PENNSYLVANIA AVE. PORTA-POTTI MAY	\$141.49
234196	5/31/2018	114-6858497	UNITED SITE SERVICES, INC	GCT-EDWARDS WAY - MAY 2018	\$82.73

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
234044	5/31/2018	KT545790	UNIVAR USA INC	SOLENIS SUPERSACKS	\$10,424.45
234052	5/31/2018	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 5/1/2018 - 5/31/2018	\$185.00
233984	6/1/2018	6118	ANACORTES TOWING, LLC	TOWING; APD CASE 18-A04081	\$162.75
234007	6/1/2018	052-0010-00	CITY OF ANACORTES	WATER, SEWER, GARBAGE/JUNE OPS.	\$3,850.68
233928	6/1/2018	360-293-1900-0122885	FRONTIER COMMUNICATIONS	CITY MAIN PHONE 6/1-6/30/18	\$1,107.11
233940	6/1/2018	200012505505	PUGET SOUND ENERGY INC	WTP RIVER BEND ROAD 5/1 TO 5/31/18	\$70,859.77
233952	6/1/2018	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 4/7 - 5/7/18	\$1,579.95
233997	6/1/2018	1389216-0043-8	WASTE MANAGEMENT	MAY 2018 CONTRACTED SERVICES	\$104,876.39
233998	6/2/2018	64228	APS INC.	OFFICE EQUIPMENT MAINTENANCE	\$272.57
234205	6/2/2018	RI103674185	FRANCOTYP-POSTALIA, INC	MAILING MACHINE QUARTERLY RENTAL 6/1-8/31/18	\$130.07
233899	6/4/2018	00009707	2L BIN, INC	CARBIDE CUTTER- WATER DEPT	\$537.83
233994	6/4/2018	5010790791	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$327.36
233938	6/4/2018	WAANA104396	FASTENAL COMPANY	STRUT CHANNELS FOR PS 11	\$885.97
233939	6/4/2018	WAANA104397	FASTENAL COMPANY	HALF SLOT STRUT CHANNELS PS 11	\$293.76
234207	6/4/2018	34939589	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$929.56
234208	6/4/2018	34939588	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$58.52
233869	6/4/2018	001-403736	PISTON SERVICE OF ANACORTES	MISC FILTERS- SHOP STOCK	\$214.22
234005	6/4/2018	S6-3361563	SEATTLE AUTOMOTIVE DIST INC	RADIATOR- VEH #005	\$109.44
234069	6/5/2018	235398	BAY CITY SUPPLY	FACILITY SUPPLIES	\$691.51
233898	6/5/2018	WAANA104507	FASTENAL COMPANY	OPERATING SUPPLIES- WATER DEPT	\$17.19
234071	6/5/2018	9809201909	GRAINGER	PVC SUPPLY	\$21.40
234074	6/5/2018	9808846829	GRAINGER	STRUT CHANNEL	\$1,263.67
233942	6/5/2018	007J2115	HARRINGTON INDUSTRIAL	CHEM PROLINE REPLACEMENT PARTS	\$606.52
234191	6/5/2018	48583200	MOTIVATORS	MINI WATER BOTTLE FOR ACE OUTREACH AT	\$994.91
233977	6/5/2018	00088957	OWEN EQUIPMENT COMPANY	TOGGLE BOLTS, RUBBER GASKETS FOR	\$110.21
234048	6/5/2018	CD99028857	PCE PACIFIC INC	ROSEMOUNT SENSOR	\$387.14
233904	6/5/2018	180590	T-SHIRTS BY DESIGN	VOLLEYBALL CAMP T SHIRT	\$10.85
233991	6/6/2018	6618	ANACORTES TOWING, LLC	TOWING; APD CASE 18-A04214	\$162.75
233992	6/6/2018	6518	ANACORTES TOWING, LLC	TOWING; APD CASE 18-A04211	\$162.75
233946	6/6/2018	003136	COASTAL FARM &	HAY HOOKS FOR BAS DECK GRATING	\$56.48
233978	6/6/2018	1035845	NORTHEND TRUCK EQUIPMENT INC	ASPHALT APRON FOR 10/12 DUMP TRUCK	\$779.03
233979	6/6/2018	1035843	NORTHEND TRUCK EQUIPMENT INC	2018 DUMP TRUCK VEH #613 - WATER DEPT.	\$59,267.22
233983	6/6/2018	1035844	NORTHEND TRUCK EQUIPMENT INC	DUMP TRUCK W/ SANDER FOR STREET DEPT,	\$91,108.84
234055	6/6/2018	CD99028930	PCE PACIFIC INC	ROSEMOUNT SENSOR	\$374.12
234200	6/6/2018	200015995380	PUGET SOUND ENERGY INC	ELECTRICITY (5/5/18-6/5/18)	\$1,420.91
234201	6/6/2018	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 5/5-6/5/18	\$30.62
234202	6/6/2018	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION 5/5-6/5/18	\$37.98
233900	6/6/2018	I-17691	SIGNS BY TOMORROW	REPLACEMENT SIGNAGE-VANDALISM	\$15.74

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
233901	6/6/2018	331 0407806	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE	\$51.21
233902	6/6/2018	331 0407824	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE FOR INTERN TH	\$5.69
234058	6/6/2018	85448	VECA ELECTRIC COMPANY, INC	ELECTRICAL WORK DEPOT	\$1,572.49
234060	6/6/2018	85454	VECA ELECTRIC COMPANY, INC	ELECTRICAL WORK AT DEPOT	\$717.81
233906	6/6/2018	I18007733	WASHINGTON STATE PATROL	BACKGROUND CHECKS-WP/REC./PARKS	\$48.00
233927	6/6/2018	I18007744	WASHINGTON STATE PATROL	BACKGROUND CHECKS	\$120.00
233982	6/6/2018	I18008217	WASHINGTON STATE PATROL	BACKGROUND CHECKS; MAY 2018	\$108.00
234008	6/7/2018	*662018	ANACORTES TOWING, LLC	TOWING; APD 18-A04223	\$162.75
233976	6/7/2018	1990746331	ARAMARK	OPS: MAT CLEANING 6/7/18	\$70.13
233981	6/7/2018	1990746324	ARAMARK	APD NYLON MATS CLEANED	\$16.28
233999	6/7/2018	1990746330	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$64.66
233980	6/7/2018	772075	BAYSHORE OFFICE PRODUCTS INC	PENS/SHARPIES	\$35.58
234073	6/7/2018	543	CAPITOL ASSET & PAVEMENT SVCS	PAVEMENT SURVEY PMP UPDATE	\$2,500.00
233937	6/7/2018	AR103549	ELECTRONIC BUSINESS MACHINES	WWTP COPIER COPIES PER AGREEMENT	\$232.91
234050	6/7/2018	14150	FIDALGO ANIMAL MEDICAL CENTER	WELLNESS EXAM FOR K-9 T-BONE	\$73.46
233943	6/7/2018	5140	NW WA SUBSECTION PNWS-AWWA	2018 WESTERN WASHINGTON SHORT SCHOOL LOU ZURCHER	\$130.00
233944	6/7/2018	5298	NW WA SUBSECTION PNWS-AWWA	2018 WESTERN WASHINGTON SHORT SCHOOL WAYNE DAVIS	\$220.00
234002	6/7/2018	001-404126	PISTON SERVICE OF ANACORTES	PART- VEH #115	\$179.67
234204	6/7/2018	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 5/8-6/6/18	\$15.66
233985	6/7/2018	103726	SKAGIT SOILS	COMPOST FOR COMMERCIAL AVE ROUNDABOUT	\$200.73
233987	6/7/2018	103735	SKAGIT SOILS	COMPOST FOR COMMERCIAL AVE. ROUNDABOUT	\$200.73
233934	6/7/2018	May 2018 Travel	WELCH, BECKY	TRAVEL EXPENSES FOR TRAINING IN CHELAN MAY, 2018	\$149.80
233929	6/8/2018	0664332	FERGUSON ENTERPRISES, INC	MXU, 520M TOUCH COUP 2 PORT	\$3,906.00
234056	6/8/2018	758973	JCI JONES CHEMICALS INC	CHLORINE	\$8,100.00
234193	6/8/2018	1270	NASH CONSULTING INC.	CONSULTING SERVICES & TRAVEL EXPENSES	\$2,395.34
233990	6/8/2018	60093	SALAZAR'S NURSERY	BARK	\$37.95
234206	6/8/2018	031001	SEBO'S DO-IT CENTER	EXHIBIT SUPPLIES	\$10.61
233993	6/8/2018	103611	SKAGIT SOILS	COMPOST FOR COMMERCIAL AVE ROUNDABOUT	\$200.73
234070	6/8/2018	Pay App 6	TRINITY CONTRACTORS, INC	2018 ASPHALT OVERLAY - UTILITY AND PEDESTRIAN IMPROVEMENTS	\$60,227.13
234009	6/9/2018	00005W5A83238	UNITED PARCEL SERVICE, INC	UPS SHIPPING; WEEK END 6-9-18	\$32.76
234053	6/11/2018	1990750225	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$74.83
234197	6/11/2018	772250	BAYSHORE OFFICE PRODUCTS INC	NO PARKING SIGN SLEEVES	\$145.60
234000	6/11/2018	190-1840-00	CITY OF ANACORTES	UTILITY BILLING FOR WWTP	\$4,559.73
234054	6/11/2018	41600274307	LES SCHWAB TIRE CENTERS	TIRES- VEH #157	\$150.72
234003	6/11/2018	18-1878	LIFE TEK, INC	FIRST AID CPR BBP TRAINING	\$180.00
234203	6/12/2018	C772250-0	BAYSHORE OFFICE PRODUCTS INC	RETURN ITEMS	(\$70.85)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
234192	6/12/2018	061218	BRAY, CARLA M	CITY APPLIANCE REBATE PROGRAM, \$50.00	\$50.00
234189	6/12/2018	114-6858430	UNITED SITE SERVICES, INC	WP - LOOP RD. MAY 2018	\$73.33
234190	6/12/2018	114-6858431	UNITED SITE SERVICES, INC	ACE OF HEARTS DOG PARK - MAY 2018	\$63.86
234194	6/12/2018	114-6858466	UNITED SITE SERVICES, INC	WASH PARK - REG UNIT - MAY	\$84.98
234217	6/13/2018	3797	WAPRO	WAPRO MEMBERSHIP - CAROL YATES	\$25.00
234080	6/20/2018	16-085-IDS-0071	ENVIRONMENTAL ABATEMENT	RETAINAGE RELEASE	\$823.13
234083	6/27/2018	18-017-FAC-0011	BLYTHE PLUMBING & HEATING, INC	RETAINAGE RELEASE	\$1,308.40

Total **\$488,237.36**



City Council Contract Agenda Bill

Meeting Date: 6/18/2018 **Agenda Item:** 5c

Subject: Contract Modification 02 – Downtown Sidewalks - Phase 2 17-028-TRN-004

Staff Contact: Fred Buckenmeyer

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

Action Type: Contract Modification

Summary Statement: City staff seeks Council consent to issue a contract modification to Larry Brown Construction, Inc. in the amount of \$2,188.03, increasing the total contract price to \$236,291.13, for the increased scope of work to include authorizing the Contractor to rent additional specialized equipment (a stump grinder) to remove the unexpectedly massive and complex tree roots on the 800 block of 5th Street, 6th Street, 7th Street, plus 600 and 700 blocks of R Avenue, as part of the Downtown Sidewalks - Phase 2 Project.

Background:

1. **Reason for Contract Change:** In the process of removing tree roots under existing heaved and damaged sidewalks in the frontage of address 1101 8TH Street, the Contractor discovered irrigation pipe that was damaged. The City directed the Contractor to repair the irrigation pipe. In the process of removing existing sidewalks heaved and damaged by tree roots on the 1100 Block of 7TH Street, 700 Block of N Avenue, and the 1000 Block of Q Avenue, the Contractor encountered root systems and root balls much more massive and complex than was envisioned for the Engineering Estimate of the project. The Contractor then was authorized to rent additional specialized equipment (a stump grinder) to remove the roots. 24 April, as a result of Roadway Excavation to remove a trip hazard in the sidewalk at the frontage of address 210 Commercial Avenue, unusual and unanticipated site conditions were encountered at the point of connection between the sidewalk and the building wall (the building is owned by the Port Of Anacortes). There were negotiations between the City and the Port regarding the configuration of the new connection of the sidewalk to the wall acceptable to both parties. Both parties made modifications to their respective structures. These interactions caused a delay of fifteen days to the Contractor's normal order of operations. As soon as the modifications were complete, the Engineer on 10 May, directed the Contractor to return to the site on short notice to fill the void of excavation with temporary fill, both for reasons of safety and to ameliorate problems caused by the open pit of excavation for the business at this location.
2. **History:** This project includes, but is not limited to, saw-cutting asphalt and concrete, roadway excavation and hauling, clearing and grubbing, the construction of: sidewalks, ADA ramps, traffic curbs and gutters, pedestrian curbs, detectable warning surfaces, and other work. The project is located in downtown Anacortes, the area generally bounded by 2nd Street, 12th Street, N Avenue, and R Avenue. The City has specific annual budgets for both ADA and sidewalk/trip hazards. This project is partially a follow-up to the Commercial Avenue overlay, to upgrade ADA along paving projects per FHA, and partially a general clean-up of ADA/Trip Hazard issues in the old town area. The work locations for these projects are prioritized based on pedestrian population density.
3. **Key Terms:** increase of \$2,188.03, no addition to the term of agreement
4. **Competitive Bidding:** On 1/31/18 the City solicited bids through the RCW 39.04.155, Small Works Roster Contract Procedures and on 2/13/18 9 bids were received by the deadline. Larry Brown Construction, Inc. was determined to be the lowest responsible bidder.

Previous Council/Committee Action: The [original contract](#) was awarded at the [February 20, 2018](#) Council meeting. [Modification 01](#) was approved at the [May 21, 2018](#) Council meeting.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification 02 with Larry Brown Construction, Inc., under Contract 17-028-TRN-004, in the amount of \$2,188.03, increasing the total contract price to \$236,291.13.

Alternative Actions: N/A

Attachments: Contract 17-028-TRN-004 Modification 02

Consultant	Larry Brown Construction, Inc.
Original Agreement Amount	\$226,518.05
Modification 01	\$ 7,585.05
Current Agreement Amount	\$234,103.10
Change Per this Modification	\$ 2,188.03
Total After Modification	\$236,291.13
All Mods % of Total Contract Amount	4.13%
Earmarked Funds	\$300,000.00
BARS #	105.720.595.61.63
Paid on Contract as of 6/8/18	\$189,921.94
Budget Amendment Required?	No
Start Date	4/10/2018
End Date	60 working days



**Contract Number 17-028-TRN-004
MODIFICATION 02**

Date June 19, 2018

Page 1 of 1 Pages

Project Title **Downtown Sidewalks - Phase 2**

Prime Contractor **Larry Brown Construction, Inc.**

BACKGROUND

In accordance with Provision 1-04.7 Differing Site Conditions as cited in Standard Specifications for Road, Bridge, and Municipal Construction 2018, this modification provides an equitable price adjustment in consideration of changes in Work as described below under Article I. In the process of removing tree roots under existing heaved and damaged sidewalks in the frontage of address 1101 8TH Street, the Contractor discovered irrigation pipe that was damaged. The City directed the Contractor to repair the irrigation pipe. In the process of removing existing sidewalks heaved and damaged by tree roots on the 1100 Block of 7TH Street, 700 Block of N Avenue, and the 1000 Block of Q Avenue, the Contractor encountered root systems and root balls much more massive and complex than was envisioned for the Engineering Estimate of the project. The Contractor then was authorized to rent additional specialized equipment (a stump grinder) to remove the roots. 24 April, as a result of Roadway Excavation to remove a trip hazard in the sidewalk at the frontage of address 210 Commercial Avenue, unusual and unanticipated site conditions were encountered at the point of connection between the sidewalk and the building wall (the building is owned by the Port Of Anacortes). There were negotiations between the City and the Port regarding the configuration of the new connection of the sidewalk to the wall acceptable to both parties. Both parties made modifications to their respective structures. These interactions caused a delay of fifteen days to the Contractor's normal order of operations. As soon as the modifications were complete, the Engineer on 10 May, directed the Contractor to return to the site on short notice to fill the void of excavation with temporary fill, both for reasons of safety and to ameliorate problems caused by the open pit of excavation for the business at this location. Accordingly, the contract price is increased from \$234,103.10 by \$2,188.03 to \$236,291.13.

Accordingly, the following changes are incorporated under this contract:

ARTICLE I. WORK

Insert the following as the *third paragraph* under Article 1:

"The work as described above is hereby amended per Modification 02. The Contractor will repair the damaged irrigation pipe in the frontage of address 1101 8th Street. The Contractor will rent additional specialized equipment to remove the massive tree roots on the 1100 Block of 7TH Street, 700 Block of N Avenue, and the 1000 Block of Q Avenue. The Contractor will place temporary fill in the void of excavation at the frontage of address 210 Commercial Avenue."

ARTICLE IV. CONTRACT PRICE

The last sentence is hereby deleted and replaced with the following:

"Per Modification 01, Exhibit A is hereby amended to include Item 29 – Force Account Roadway Excavation in the amount of \$7,585.05. Per Modification 02, Exhibit A is hereby amended to include Item 30 – Force Account in the amount of \$2,188.03. The total contract price is **Two Hundred Thirty-Six Thousand Two Hundred Ninety-One Dollars and Thirteen Cents (\$236,291.13).**"

All other terms of the contract remain unchanged.

CITY OF ANACORTES

By _____
Laurie Gere, Mayor

Date _____

LARRY BROWN CONSTRUCTION, INC.

By _____
Signature

Printed Name _____

Title _____

Date _____

Original Agreement Amount	\$226,518.05	Original Contract Completion Date	4/10/2018
Current Agreement Amount	\$234,103.10	Current Contract Completion Date	4/10/2018
Change Per this Modification	\$ 2,188.03	Net Change	0
Total After Modification	\$236,291.13	Contract Completion Date After Change	60 working days



City Council Contract Agenda Bill

Meeting Date: 6/18/2018 **Agenda Item:** 5d

Subject: Interlocal Agreement 266 with City of Marysville for Outdoor Video Services

Staff Contact: Nicole Johnston, Recreation Coordinator

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

Action Type: Contract Award

Summary Statement: Everyone likes a good community outdoor movie. This is the same agreement that we have had with the City of Marysville who provide all needed equipment to show the movie on the jumbo screen. The money to pay for this rental comes out of the Outdoor Movie Fund account with the Parks Foundation.

Background: The City of Marysville has an outdoor movie screen, projector and sound system and staff that come to Anacortes to put on our outdoor movie. This year the movie is Thursday, August 23, 2018 and we are showing the movie Despicable Me 3.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	No
Revenue Source	Parks Foundation

Proposed Contract	
Contractor	City of Marysville
Amount	\$700.00
Start Date	August 23, 2018
End Date	August 23, 2018

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign the Interlocal Agreement with the City of Marysville for Outdoor Video Services.

Alternative Actions: Cancel the outdoor movie

Attachments (listed in order presented): Interlocal Agreement 266

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ANACORTES
AND THE CITY OF MARYSVILLE
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective August 23, 2018 between the City of Anacortes, a Washington municipal corporation, herein after referred to as “ANACORTES” and the City of Marysville, a Washington municipal corporation, herein after referred to as “MARYSVILLE”, pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of ANACORTES is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of ANACORTES and presented on August 23, 2018; and

WHEREAS, the City of ANACORTES is the owner of the property where the movie will be shown to the community for free; and

WHEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

WHEREAS, the City of ANACORTES desires to utilize the City of MARYSVILLE’S OUTDOOR VIDEO SERVICES; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of ANACORTES to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, ANACORTES and MARYSVILLE agree as follows:

1. SCOPE OF SERVICES

- A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to ANACORTES as defined in this Agreement. MARYSVILLE’S performance of said services under this Agreement may be limited by the availability of MARYSVILLE’S personnel and equipment. MARYSVILLE will notify the City of ANACORTES at least 48 hours before the event if it is not able to provide personnel and/or equipment.
 - 1. MARYSVILLE will provide OUTDOOR VIDEO SERVICES to ANACORTES.
 - 2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to

ANACORTES. MARYSVILLE personnel will operate the video equipment and vehicles.

- B. ANACORTES will provide the following:
 - 1. An authorized location.
 - 2. Two (2) 20 amp circuits for event power.
 - 3. Other services/personnel.
- C. The date for video services (FILM) will be:
 - 1. Thursday, August 23, 2018
- E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that ANACORTES staff providing services pursuant to this Agreement are acting in their official capacity as employees of ANACORTES and shall be under the exclusive direction and control of ANACORTES.
- F. ANACORTES and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.
- G. ANACORTES, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on ANACORTES' behalf those services as provided in this Agreement.

2. COMPENSATION/FEES

- A. ANACORTES will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$700.00 per date.
- B. ANACORTES will pay MARYSVILLE 25% of the event fee in the event ANACORTES cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.
- C. MARYSVILLE shall bill ANACORTES and ANACORTES shall pay MARYSVILLE within thirty (30) days receipt of the bill.

3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

1. ANACORTES will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of ANACORTES in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend ANACORTES, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, ANACORTES, or other person and all property owned or claimed by MARYSVILLE, ANACORTES, or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or ANACORTES, their elected and appointed officials, officers, employees or agents.

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

C. The provisions of this section shall survive the expiration or termination of the Agreement.

5. INSURANCE

- A. Both parties to this Agreement shall maintain public liability insurance. Both parties are members and insured through the Washington Cities Insurance Authority (WCIA) and shall maintain their membership throughout the term of this Agreement.
- B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
- C. Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage from WCIA verifying that party is a covered member in good standing.

6. INDEPENDENT CONTRACTOR

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between ANACORTES and MARYSVILLE or any of ANACORTES' or MARYSVILLE's agents or employees.

ANACORTES shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by ANACORTES pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

- B. Nothing in this Agreement shall make any employee of ANACORTES a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded ANACORTES or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE an

ANACORTES employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.
- C. Notices

- 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
6915 Armar Road
Marysville, WA 98270

City of ANACORTES:
PO Box 547
Anacortes, WA 98221

- 2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement.

In the event a representative is changed, the party making the change shall notify the other party.

MARYSVILLE:

Name: Lauren Woodmansee, Cultural Arts Supervisor

Phone Number: 360-363-8408

ANACORTES:

Name: Nicole Johnston, Recreation Coordinator

Phone Number: 360-299-1967

- D.** Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

9. WAIVER

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

10. ENTIRE AGREEMENT

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

11. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within ANACORTES under the provisions of this Agreement.

12. THIRD PARTY BENEFICIARY STATUS

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

13. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

14. APPROVAL AND FILING

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

CITY OF ANACORTES

JON NEHRING Mayor

LAURIE GERE Mayor

Date:

Date:

Attest:

Attest:

TINA BROCK Deputy City Clerk
Approved as to form:

STEVEN D. HOGLUND City Clerk
Approved as to form:

JON WALKER City Attorney
Attorney for the City of MARYSVILLE

DARCY SWETNAM City Attorney
Attorney for City of ANACORTES



City Council Contract Agenda Bill

Meeting Date: 6/18/2018 **Agenda Item:** 5e

Subject: Resolution 2016 – Designating Beckwith & Kuffel, Inc. as a Single Source Supplier for Goulds brand pumps for the WTP Intake Station

Staff Contact: Fred Buckenmeyer

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

Action Type: Resolution

Summary Statement: City staff seeks City Council approval of Resolution 2016 designating Beckwith & Kuffel, Inc. as a single source supplier for two Goulds pumps to be purchased and installed at the Water Treatment Plant's Intake Station.

Background:

1. Goulds Water Technology, a Xylem Inc. brand, has designated Beckwith & Kuffel, Inc. as the sole vendor and sole authorized service professionals of Goulds pumps as stated in the attached letter, and therefore the City is clearly and legitimately limited to a sole source contractor for this project.
2. The plant currently has 5 of these pumps in service so the WTP staff is fully trained in maintaining and operating Goulds pumps and the WTP has a full inventory of spare parts and lubricants. Installing a different brand of pump would result in a significant additional cost to the City for staff training, changes in procedures, and maintaining a full stock of spare parts for multiple pump brands.
3. The Goulds pump installed at the intake has had great success in operation and was a seamless installation.
4. The mechanical seal and lube water system used on the Goulds pump has been highly effective in that application compared to other systems installed on another pump from a different manufacturer.
5. The City has had a long standing relationship with Beckwith & Kuffel for service and ongoing support of the pumps they supply. Staff feels this is an important consideration when purchasing a pump of this importance for our system.
6. These pumps have proven to meet the design criteria for pumping capacity and efficiency.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that the Resolution 2016 be approved designating Beckwith & Kuffel, Inc. as the single source for Goulds pumps and authorizing the Public Works Director to carry out this authorization.

Alternative Actions: N/A

Attachments: Resolution 2016, letter from Goulds Water Technology

RESOLUTION 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, waiving the state competitive bidding requirement for the purchase, installation, and service of Goulds pumps from Beckwith & Kuffel, Inc. for the Water Treatment Plant's Intake Station, pursuant to RCW 39.04.280.

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

Section 1. Recitals and Findings

- 1.1 RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions.
- 1.2 Pump #3 and Pump #4 at the Water Treatment Plant (WTP)'s Intake Station are in need of replacement.
- 1.3 The WTP currently has five Goulds pumps installed and these pumps have proven to meet the design criteria for pumping capacity and efficiency.
- 1.4 The WTP staff is fully trained in maintaining and operating Goulds pumps and the WTP has a full inventory of spare parts and lubricants.
- 1.5 Installing a different brand of pump would result in a significant additional cost to the City for staff training, changes in procedures, and maintaining a full stock of spare parts for multiple pump brands.
- 1.6 Goulds Water Technology, a Xylem Inc. brand, has designated Beckwith & Kuffel, Inc. as the sole vendor and sole authorized service professionals of Goulds pumps and therefore the City is clearly and legitimately limited to a sole source contractor for this project.

Section 2. Designation of Single Source Purchase. Based on the findings above, it is appropriate for the City to waive the competitive bidding requirements as to the

purchase, installation, and service of Goulds pumps from Beckwith & Kuffel, Inc. for the WTP's Intake Station.

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 18th day of June, 2018.

Laurie Gere, Mayor

ATTEST:

Steve D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, City Attorney

Goulds Water Technology

Scott Christie
Xylem Inc.
Applied Water Systems Division
Market Development Manager
Municipal and Industrial West Region Sales

scott.christie@xylem-inc.com
Tel +1.208.850.8161

**Beckwith and Kuffel,
Mark Romero,**

This letter is written for the Anacortes WTP-Skagit River intake pumps 3 and 4 project. This project will only be quoted to Beckwith and Kuffel in Seattle Washington who is the Goulds Water Technology represented. This project will be protected by Goulds Water Technology a Xylem Inc. brand, and only sold to Beckwith and Kuffel. If there are any questions about this job please contact Mark Romero with Beckwith and Kuffel.

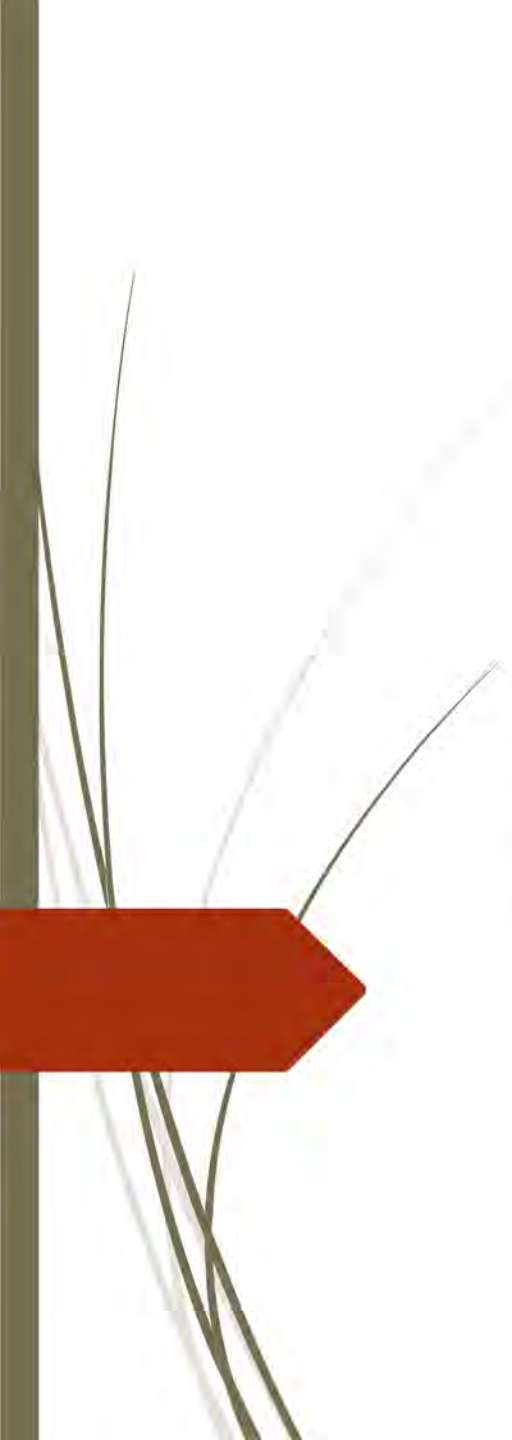
Thank you.

Sincerely,

Scott Christie

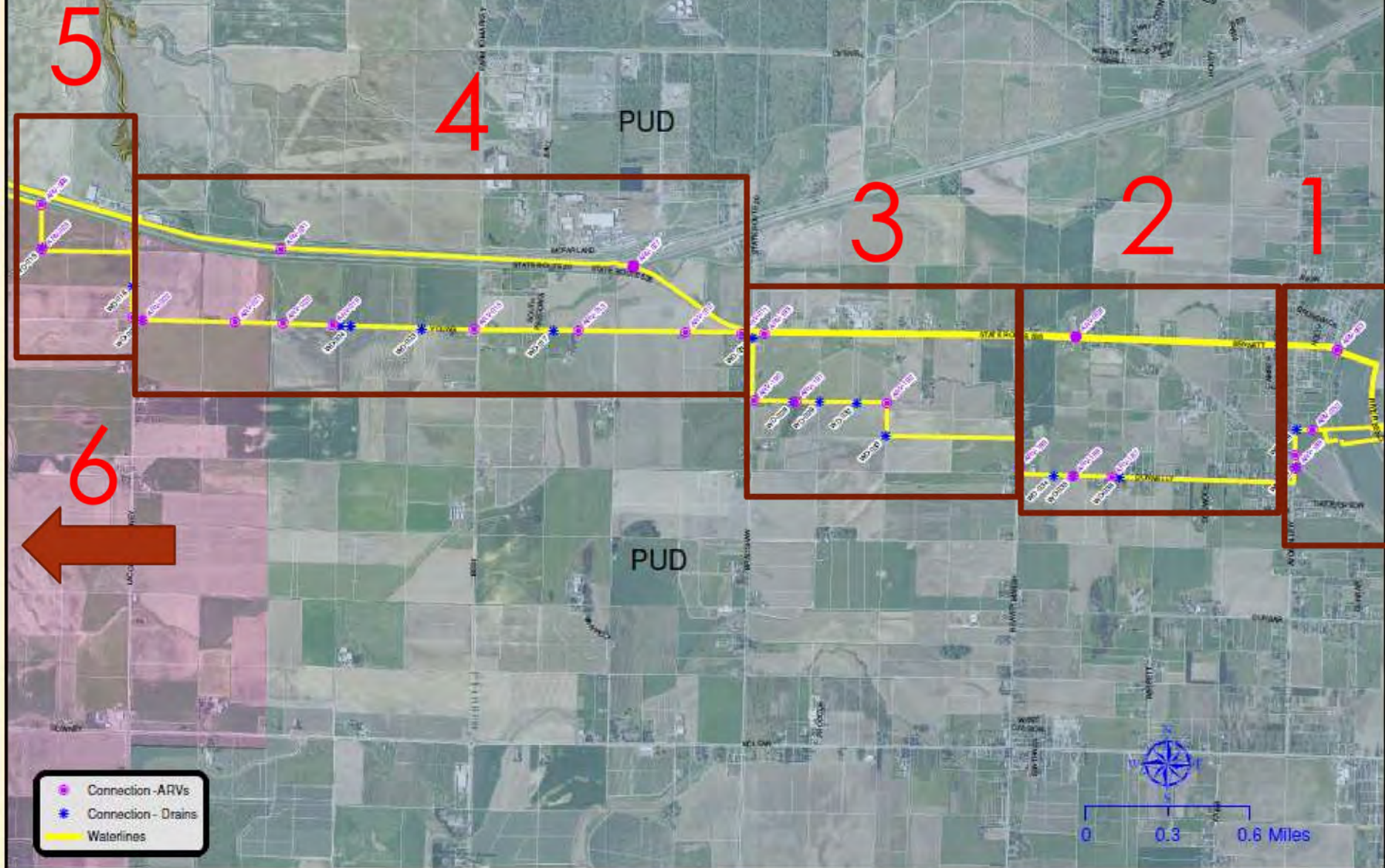
Agriculture Irrigation Meters



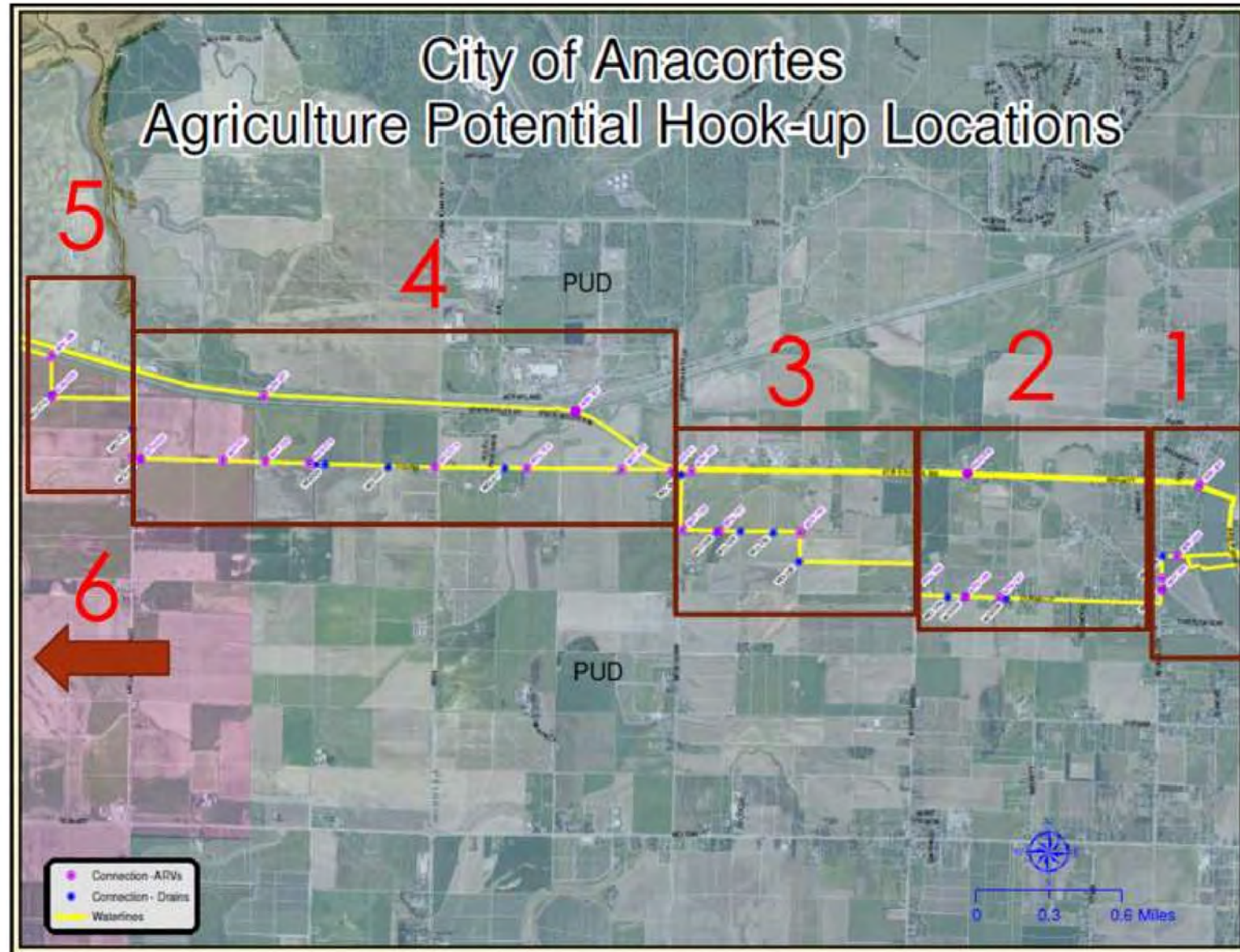


City's Property Interest in Waterline Properties

City of Anacortes Agriculture Potential Hook-up Locations



SECTION 1



Compensation

Parcel	How it was obtained	Acquisition
P21664	Deed - Fee Simple Ownership	\$12,000 in 1969
P21667	Purchased Easement	\$6320 in 2006
P21665	Party to Condemnation Action by State of Washington	\$491,000 in 2009



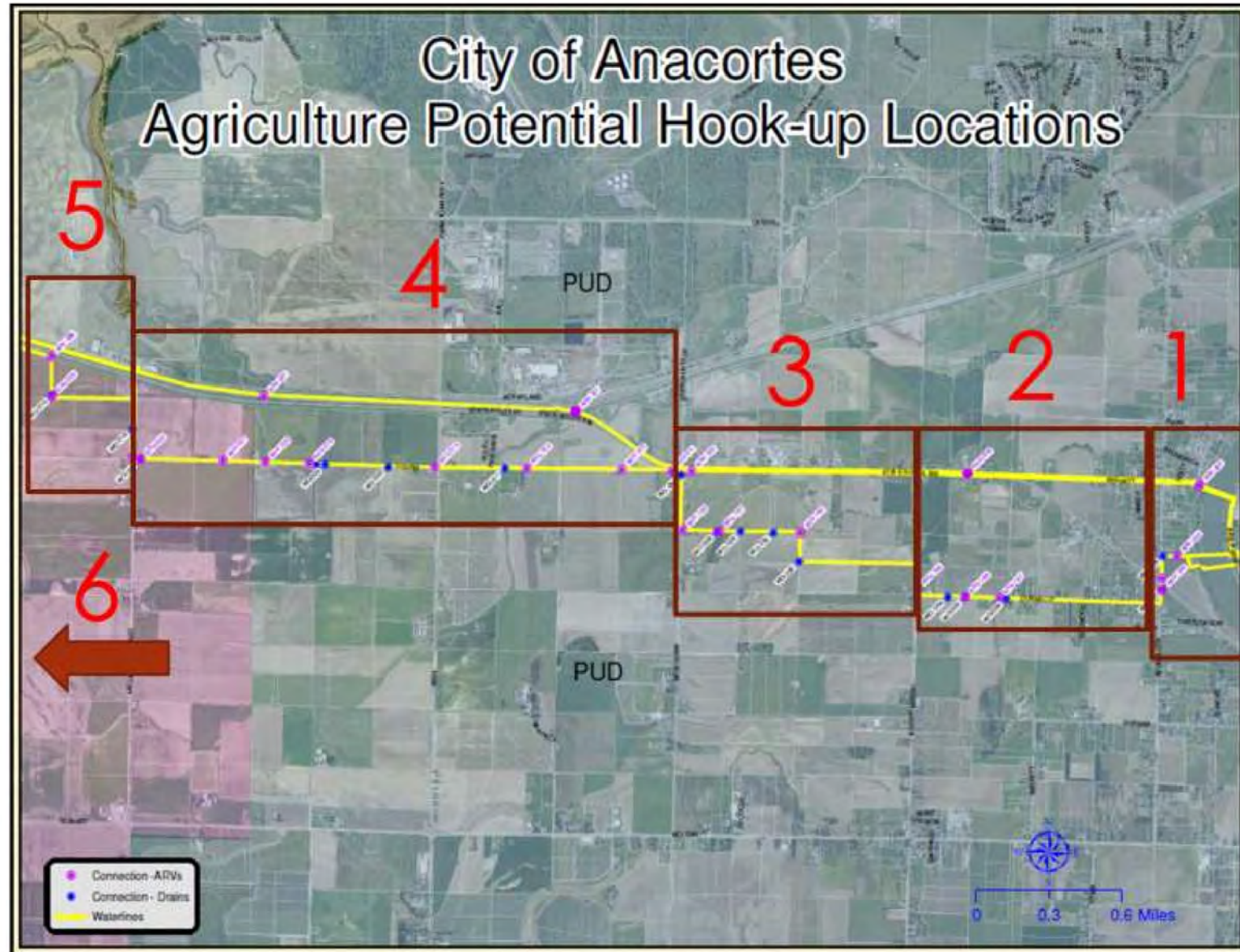


Compensation



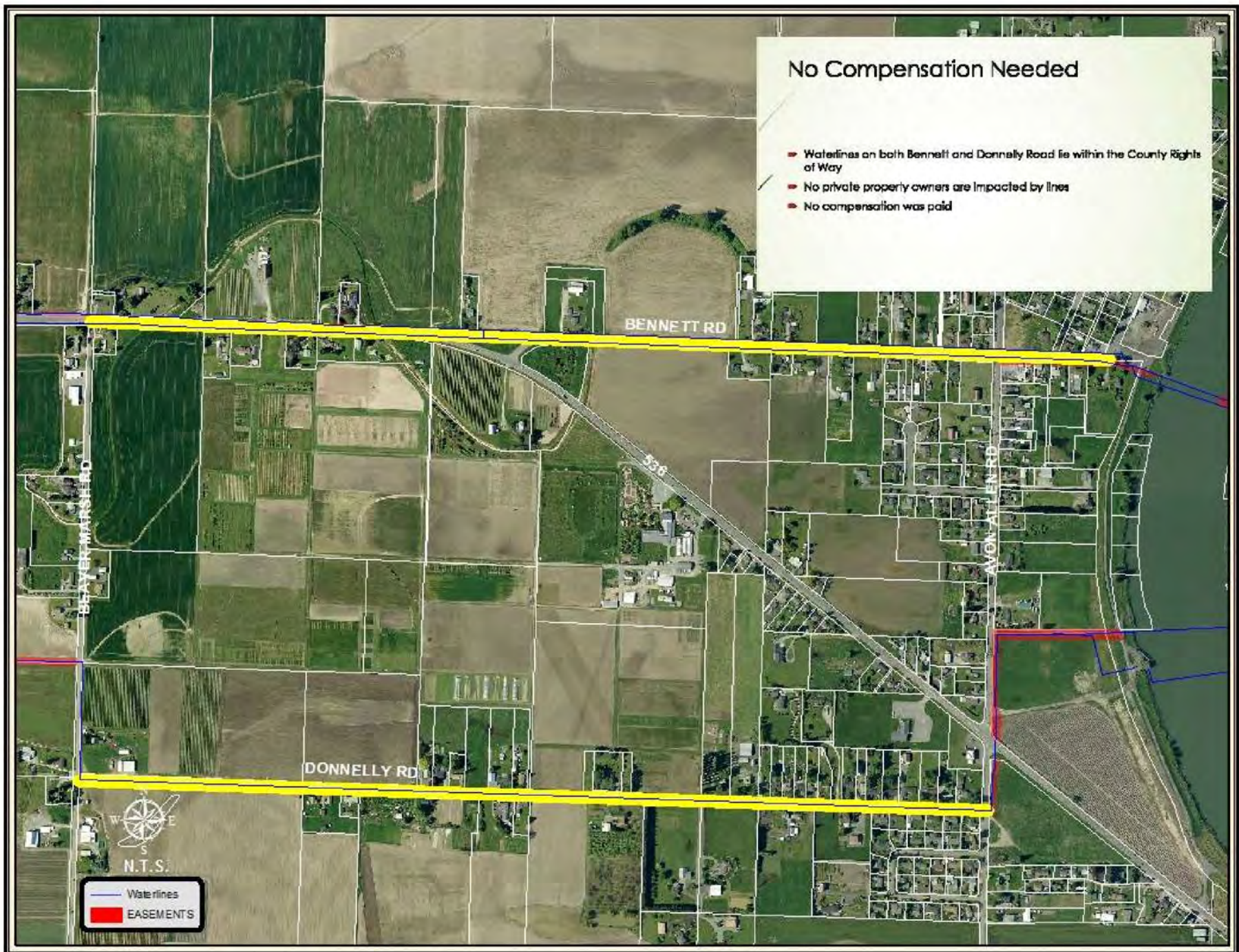
Parcel	How Access Obtained	Compensation
P21664	Deed – Fee Simple Ownership	\$12,000 in 1969
P21667	Purchased Easement	\$6320 in 2006
P21665	Party to Condemnation Action by State of Washington	\$491,000 in 2009

SECTION 2



No Compensation Needed

- Waterlines on both Bennett and Donnelly Road lie within the County Rights of Way
- No private property owners are impacted by lines
- No compensation was paid

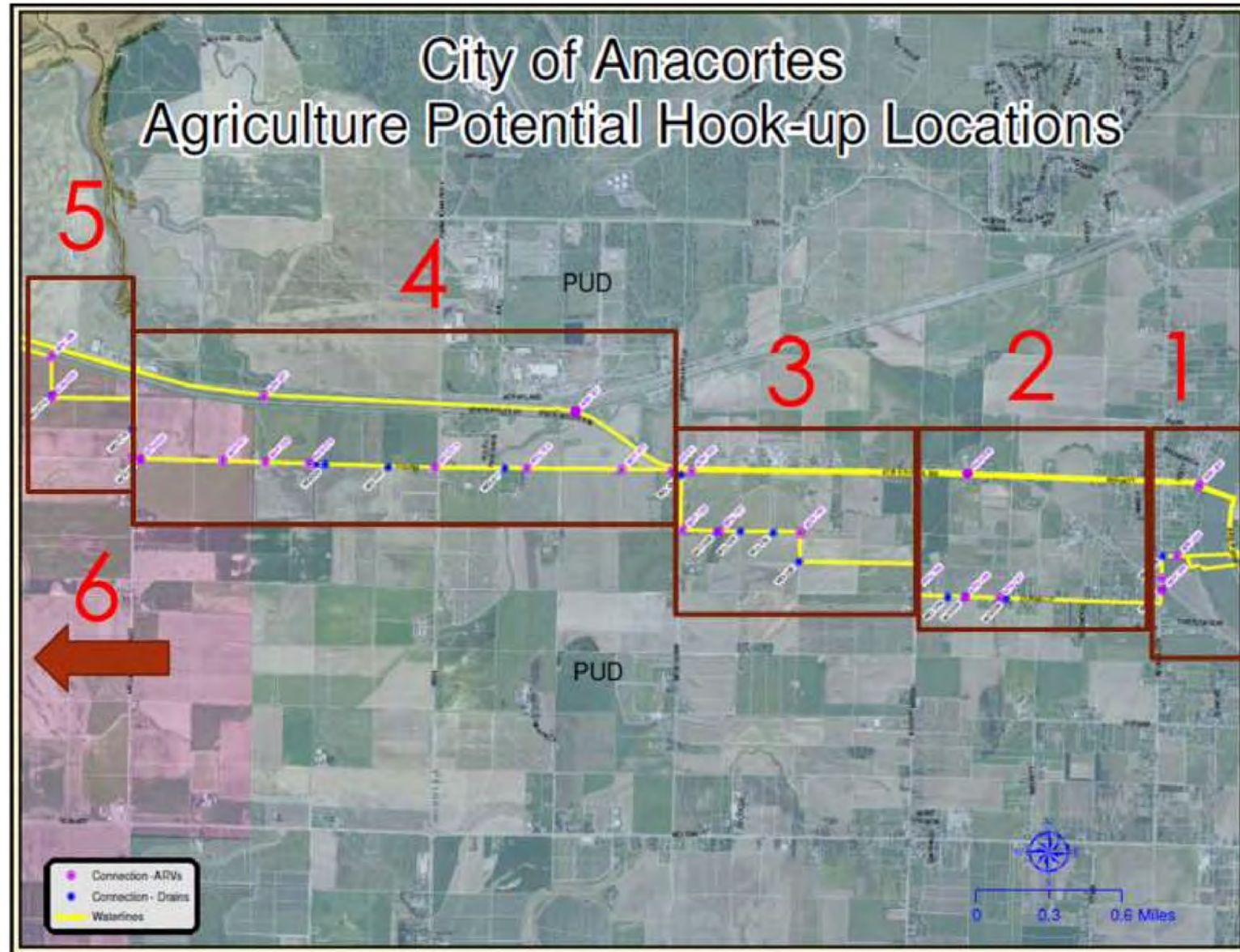




No Compensation Needed

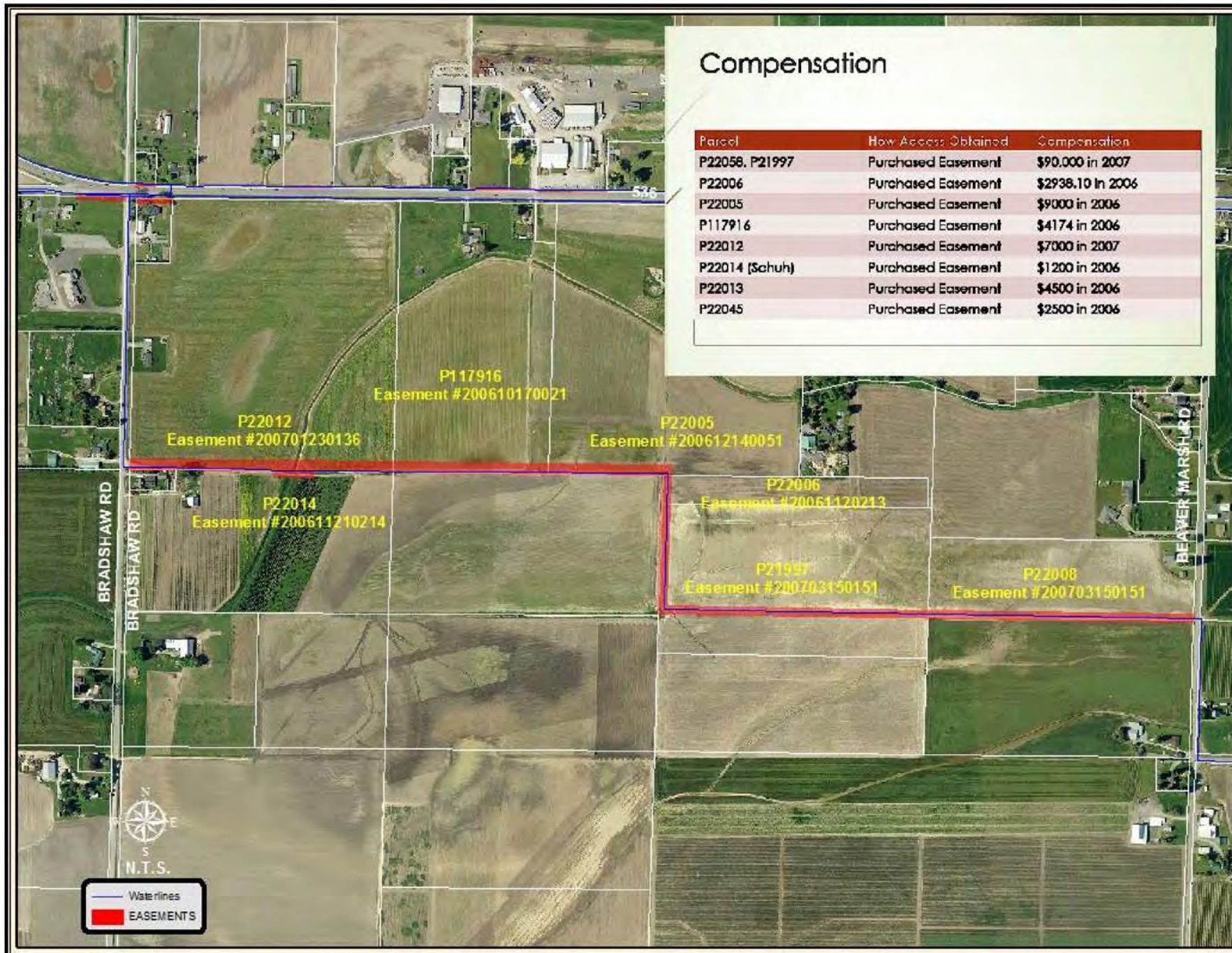
- Waterlines on both Bennett and Donnelly Road lie within the County Rights of Way
- No private property owners are impacted by lines
- No compensation was paid

SECTION 3



Compensation

Parcel	How Access Obtained	Compensation
P22058, P21997	Purchased Easement	\$90,000 in 2007
P22006	Purchased Easement	\$2938.10 in 2006
P22005	Purchased Easement	\$9000 in 2006
P117916	Purchased Easement	\$4174 in 2006
P22012	Purchased Easement	\$7000 in 2007
P22014 (Schuh)	Purchased Easement	\$1200 in 2006
P22013	Purchased Easement	\$4500 in 2006
P22045	Purchased Easement	\$2500 in 2006



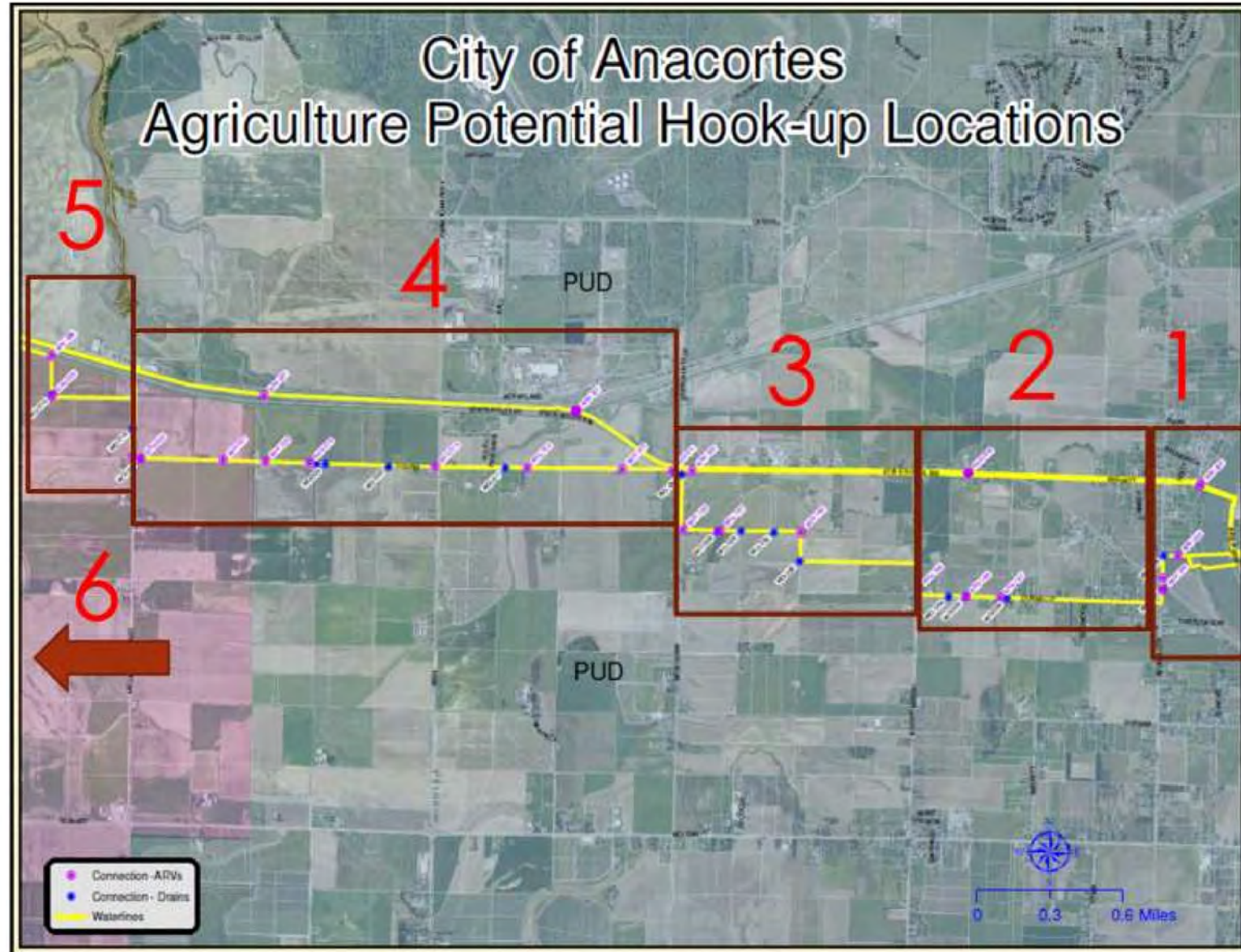


Compensation



Parcel	How Access Obtained	Compensation
P22058, P21997	Purchased Easement	\$90,000 in 2007
P22006	Purchased Easement	\$2938.10 in 2006
P22005	Purchased Easement	\$9000 in 2006
P117916	Purchased Easement	\$4174 in 2006
P22012	Purchased Easement	\$7000 in 2007
P22014 (Schuh)	Purchased Easement	\$1200 in 2006
P22013	Purchased Easement	\$4500 in 2006
P22045	Purchased Easement	\$2500 in 2006

SECTION 4



No Compensation Needed

- Waterlines on Young Road, Hwy 20, and SR 536 lie within the County and State Rights of Way
- No private property owners are impacted by lines
- No compensation was paid

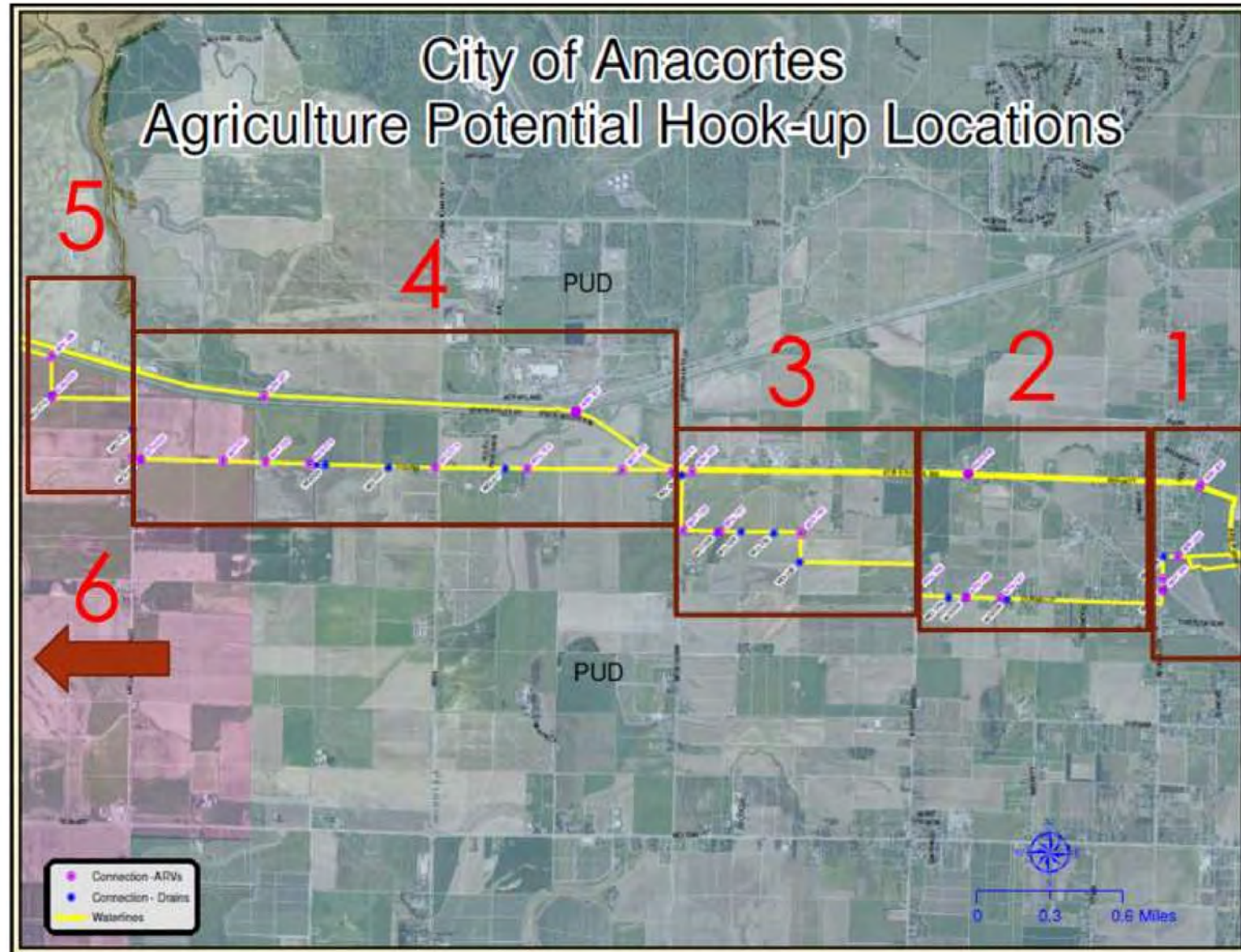




No Compensation Needed

- Waterlines on Young Road, Hwy 20, and SR 536 lie within the County and State Rights of Way
 - No private property owners are impacted by lines
 - No compensation was paid
- 

SECTION 5



Compensation

- Title to all properties obtained through condemnation action
- Skagit County Cause No 00-2-01183-3
- Matter resolved and consideration paid for each property owner under supervision of the Court
- Compensation amounts were ordered by agreement of the parties and are here noted from docket notes only

Parcel	Disposition/Status	Compensation
P118208	Condemned	\$39,050 in 2001
P21199	Condemned	\$2500 in 2002

P21199
Easement #200211150037



N.T.S.

Water lines
EASEMENTS

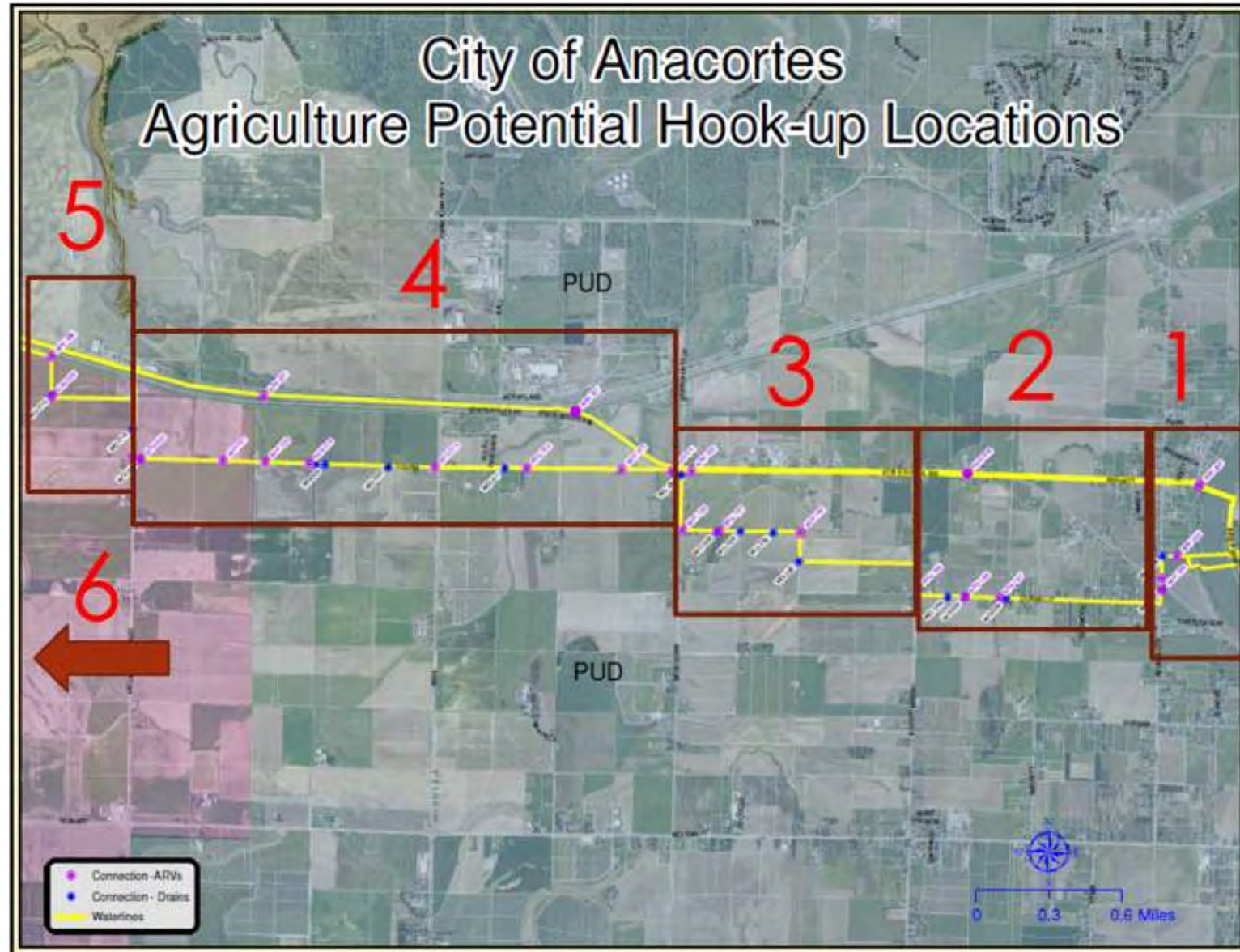


Compensation

- Title to all properties obtained through condemnation action
- Skagit County Cause No 00-2-01183-3
- Matter resolved and consideration paid for each property owner under supervision of the Court
- Compensation amounts were ordered by agreement of the parties and are here noted from docket notes only

Parcel	How Access Obtained	Compensation
P118208	Condemned	\$39,050 in 2001
P21199	Condemned	\$2500 in 2002

SECTION 6



Compensation

- Title to all properties obtained through condemnation action
- Skagit County Cause No 00-2-01183-3
- Matter resolved and consideration paid for each property owner under supervision of the Court
- Compensation amounts were ordered by agreement of the parties and are here noted from docket notes only

Parcel	How Access Obtained	Compensation
P20294	Condemned	\$750 in 2002
P20280	Condemned	\$750 in 2002

P20280
Easement #200211150037

P20294
Easement #200211150037



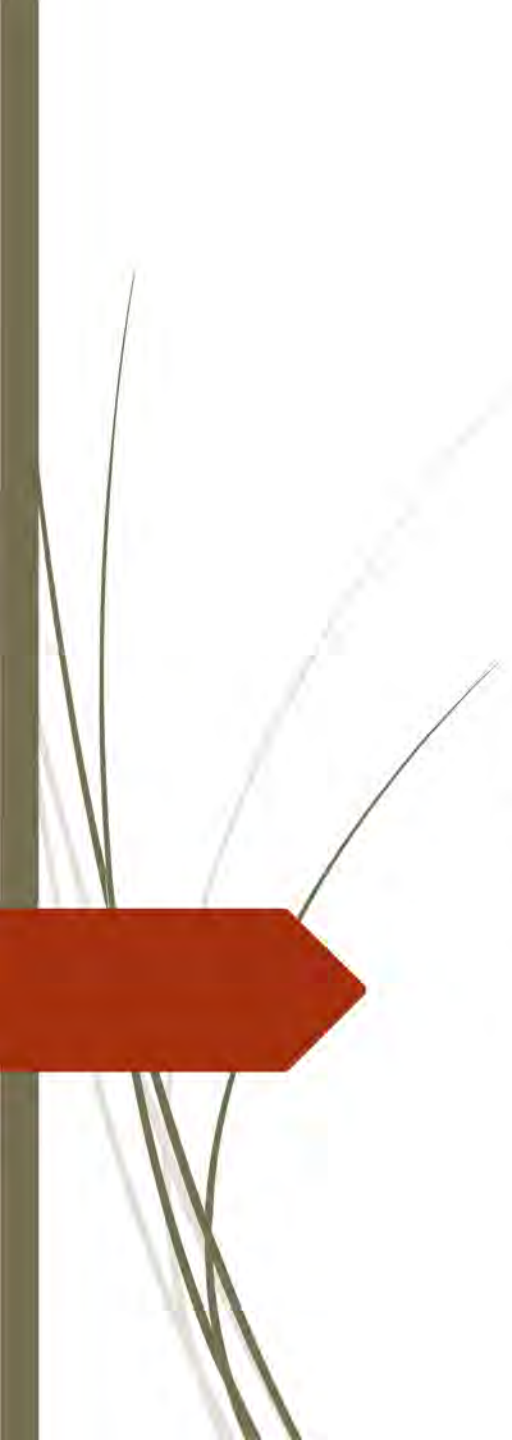
Waterlines
EASEMENTS



Compensation

- Title to all properties obtained through condemnation action
- Skagit County Cause No 00-2-01183-3
- Matter resolved and consideration paid for each property owner under supervision of the Court
- Compensation amounts were ordered by agreement of the parties and are here noted from docket notes only

Parcel	How Access Obtained	Compensation
P20294	Condemned	\$750 in 2002
P20280	Condemned	\$750 in 2002



Proposed Resolution Setting Rates

Section 13.32.037 AMC

PHASE-IN OPTIONS

The implementation example assumes the same end rate of \$2406.94/MG across all years. Obviously this won't be the rate, as it changes on an annual basis, but it illustrates the relative scale of the rate changes.

		Phase in options							
Current rate: \$ 238.79		3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year
Target full wholesale rate: \$ 2,406.94									
Annual amount of increase:		722.72	542.04	433.63	361.36	309.74	271.02	240.91	216.82
Rate per MG:	4/1/2019	961.51	780.83	672.42	600.15	548.53	509.81	479.70	455.61
	4/1/2020	1684.22	1322.87	1106.05	961.51	858.26	780.83	720.60	672.42
	4/1/2021	2406.94	1864.90	1539.68	1322.87	1168.00	1051.85	961.51	889.24
	4/1/2022		2406.94	1973.31	1684.22	1477.73	1322.87	1202.41	1106.05
	4/1/2023			2406.94	2045.58	1787.47	1593.88	1443.32	1322.87
	4/1/2024				2406.94	2097.20	1864.90	1684.22	1539.68
	4/1/2025					2406.94	2135.92	1925.13	1756.50
	4/1/2026						2406.94	2166.03	1973.31
	4/1/2027							2406.94	2190.13
	4/1/2028								2406.94



RESOLUTION 2012

Section 1. Rate Phase-In: The rater per million gallons of water for customers qualifying for agricultural irrigation meters pursuant to Section 13.32.037(a) AMC, shall be as follows:

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

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

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

Section 2. After April 1, 2021, all agricultural irrigation customers will pay the regional wholesale rate in place at the time they return the meter for all water used, as that rate adjusts from year to year.



Additional Ideas To Consider

- Restrict phase-in rate to existing ag meter customers, and require new customers to pay the full regional wholesale rate
 - During phase-in, charge reduced rate for half each customer's average consumption, then wholesale rate for any water used above that amount
 - Pay subsidy out of the general fund
- 



Additional Option: Force New Ag Customers to Pay the Full Wholesale Rate

- PROS:

- Would minimize the impact on the retail system by limiting phase-in to existing customers.
- Would limit the phase-in benefits to the customers it is intended to help (existing farmers).

- CONS:

- Would create an increased administrative burden to have different rate structures for customers in the same category.
- It could be difficult to identify who is a new customer and who is not. For example, one field might have multiple associated parties, including the landowner and several farmers. This could pose a challenge.

- **STAFF RECOMMENDATION:** Staff recommends the City not move forward with this change because the administrative burden outweighs the minimal cost reduction.



Additional Option: Allow subsidized rate up to half average use, then full rate thereafter

- PROS:

- Allows the ag customers to meet the retail customers half way

- CONS:

- Would create an increased administrative burden to calculate average and cutoff for each customer
 - It doesn't appear that this rate structure would benefit customers or minimize the impact of the change.

- STAFF RECOMMENDATION: Staff recommend the City not move forward with this recommendation because it appears to present only minimal benefits with the potential to create increased confusion and administrative burden. If Council is inclined to pursue this option, staff recommends billing reduced rate for half of actual consumption for the current year, rather than trying to calculate average use for previous years.



Additional Option: Pay subsidy out of general fund

- PROS:

- Change would move the burden from the retail system rate payers to the general fund, which is supported from many sources.
- Would more clearly demonstrate what amount was being spent to help farmers.

- CONS:

- Generally Accepted Accounting Principles (GAAP) provide that proprietary funds are to be self-supporting in that the services rendered by them are generally financed through user charges. If the general (governmental) fund supports a proprietary fund, the City risks running afoul of GAAP and incurring an audit issue and rating downgrade.
- Relevant legal standard: RCW 43.09.210 "...no department, public improvement, undertaking, institution, or public service industry shall benefit in any financial manner whatever by an appropriation or fund made for the support of another."
- Adding a line item to the general fund presents a clearer picture of gifting public funds, violating Article 8, Section 7 of the Washington Constitution's prohibition against bestowing a gift to a private party.
- **STAFF RECOMMENDATION:** Staff recommends the City not move forward with this change because the potential risks to the City are greater than the minimal benefit provided.



QUESTIONS?



City Council Agenda Bill

Meeting Date: 6/18/2018

Agenda Item: 7a

Subject: Resolution 2012

Staff Contact: Steve Hoglund, Darcy Swetnam

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

Action Type	
	Ordinance No.
	Code Revision? yes
x	Resolution No. 2012
	Contract
	Public Hearing
x	Staff Report

Summary Statement: City staff have proposed Resolution 2012 based on previous discussions of phasing in a rate increase for ag irrigation customers outside the City's service area over three years.

Background: This is a continued discussion of Ag Irrigation rates that started in 2017.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: [Ordinance 881](#) July 20, 1927, [Ordinance 2961](#) July 5, 2015, Council meetings: [11/6/17 Item 7c](#), [10/16/17 Item 7b](#), [3/19/18 Item 7d](#), [4/2/18 Item 7b](#)

Competing Viewpoints Considered:

Recommended Motion: I move to adopt Resolution 2012 phasing in a rate increase for Agriculture Irrigation customers outside the City's service area over three years to bring that rate equal to the City's regional wholesale rate.

Alternative Actions:

Attachments (listed in order presented): Proposed Resolution 2012, PowerPoint presentation

RESOLUTION NO. 2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES
ESTABLISHING FEES FOR AGRICULTURAL IRRIGATION METERS PURSUANT
TO SECTION 13.32.037 AMC**

WHEREAS, the City of Anacortes provides agricultural irrigation meters, as provided in Section 13.32.037 of the Anacortes Municipal Code, to those customers with a current use classification as farm and agricultural land pursuant to Chapter 84.34 of the Revised Code of Washington; and

WHEREAS, the Anacortes City Council is empowered by Section 13.32.037 AMC to set fees for water provided by the agricultural irrigation meters by resolution; and

WHEREAS, the Anacortes City Council wishes to increase the fees for water provided to agricultural irrigation meter customers to an amount that will cover the cost of water provided; and

WHEREAS, the Anacortes City Council wishes to phase the increase in over multiple years to minimize the impact on agricultural irrigation customers.

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

Section 1. Rate Phase-In: The rate per million gallons of water for customers qualifying for agricultural irrigation meters pursuant to Section 13.32.037(a) AMC, shall be as follows:

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

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

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

Section 2. After April 1, 2021, all agricultural irrigation customers will pay the regional wholesale rate in place at the time they return the meter for all water used, as that rate adjusts from year to year.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this ____ day of _____, 2018.

LAURIE M. GERE, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steve D. Hoglund, City Clerk Treasurer

ILA: Impact Fees in the UGA

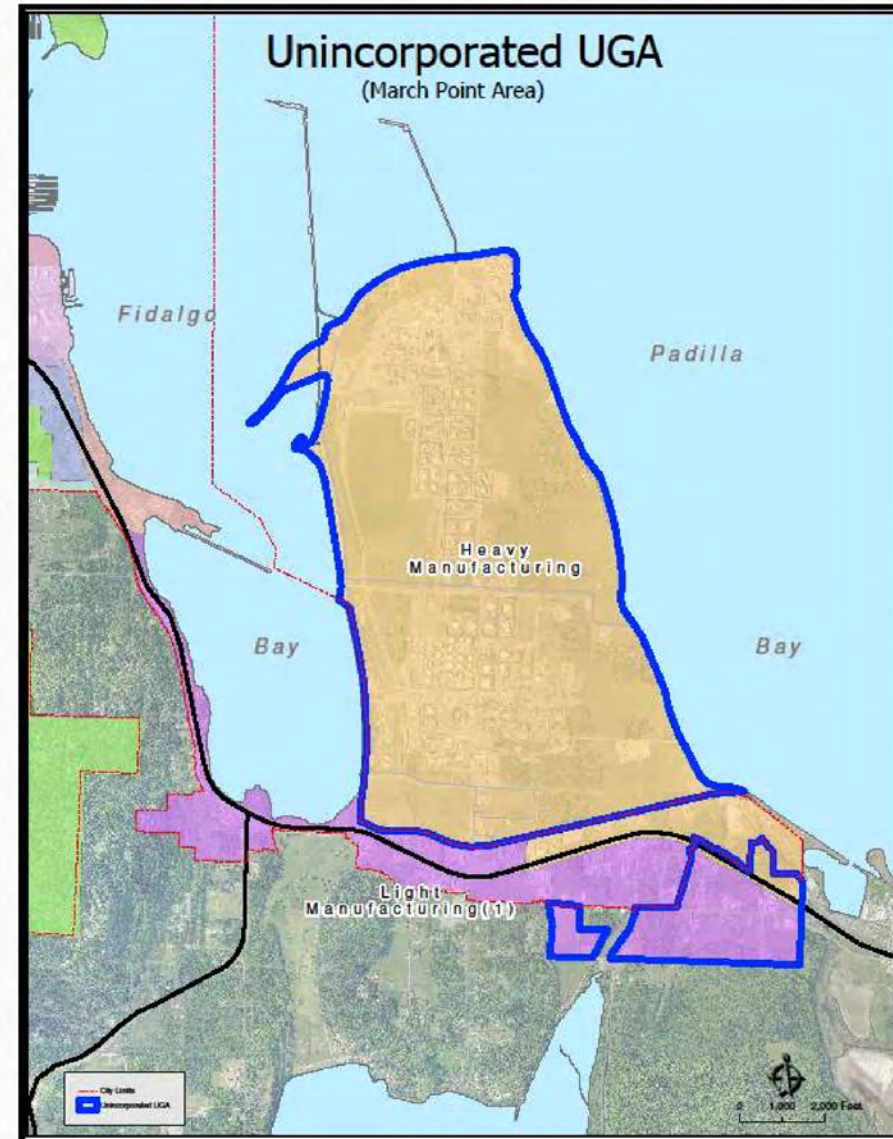
June 18, 2018

Review from Previous Meeting

On June 4, 2018

Anacortes UGA

- ILA applies to new development within City's unincorporated Urban Growth Area (UGA)
- Currently no impact fees are charged (either by City or County) for development within unincorporated UGA



RCW Authorization

- RCW 82.02.050 authorizes assessment of impact fees
 - To ensure adequate facilities are available to serve new growth
 - For improvements reasonably related to new development
- RCW 82.02.060 et seq. provides procedures and rules for
 - Local ordinance requirements
 - Use of funds
 - Refunds, appeals, etc.

Skagit County Code

- Section 14.30.030: County must collect impact fees on behalf of city within urban growth area that has complied with section.
- Before County may collect:
 - City must submit CFP, impact fee schedule, and impact fee calculations
 - County must incorporate City's CFP into County comp plan
 - County must adopt City's impact fee schedule by ordinance
 - Must be Interlocal between parties

ILA Requirements

- Interlocal must include:
 - Procedure for collection, etc. of fees
 - Requirement for City to use impact fees consistent with State Law
 - Requirement that the City will provide an annual report to the County
 - Language that City will indemnify County against claims or challenges to impact fee assessment.
- Staff believe proposed ILA complies with all requirements

Questions from Previous Meeting

Calculating Impact Fees in the UGA

- QUESTION: Because there is no transportation plan in the area, how will transportation impact fees be calculated?
- ANSWER: Consistent with Ordinance 3022, AMC 3.93, calculated the same as other areas in the city, typically based on use and square footage. The model TSI used to determine impact fees included the UGA and potential growth.

Impact Fees

Type	Fee
Road Impact Fee	\$2,641.40 per single-family dwelling unit or PM peak hour trip (commercial/multi-family)
Park Impact Fee	\$615 per dwelling unit
Fire Impact Fee	\$1.00 per square foot of floor area 3 rd floor and up
School Impact Fee	None

City Responsibility for County Roads

- **QUESTION:** Councilmembers expressed concerns that the City might become responsible for maintaining county roads in the UGA if transportation impact fees were collected.
- **ANSWER:** The city would not be responsible for maintenance unless the area were annexed into the city.

Elements of the CFP Eligible for Impact Fees

- **QUESTION:** Which elements of the Capital Facilities Plan are impact fee eligible in the context of the proposed Interlocal? Would all impact fees be collectible or only traffic impact fees based on the CFP?
- **ANSWER:** The ILA would apply to Traffic, Fire and parks. Park impact fees are currently set for residential development only. The fire impact fee only applies to buildings three stories and above.

Anticipated Funds

- **QUESTION:** How much money will actually be brought in pursuant to the proposed ILA?
- **ANSWER:** Depends on the amount of development activity. The traffic impact fee for an industrial building of approximately 10,000 sf would be \$25,621.00 and there might be 3 buildings a year built in the UGA subject to the traffic impact fee.

QUESTIONS?

Thank you!



City Council Contract Agenda Bill

Meeting Date: 6/18/2018 **Agenda Item:** 7b

Subject: Interlocal Agreement 264 for Collection and Distribution of Impact Fees – with Skagit County

Staff Contact: Don Measamer

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

Action Type: Interlocal Agreement

Summary Statement: City staff seeks City Council consent to enter into an interlocal agreement with Skagit County for the collection and distribution of impact fees.

Background: The Purpose of this agreement is to allow the County to collect transportation impact fees on the City's behalf for projects within the Anacortes unincorporated UGA and then pass those fees through to the City.

Previous Council/Committee Action: Council considered this agreement at its [June 4, 2018](#) meeting.

Competing Viewpoints Considered: N/A

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

Alternative Actions: N/A

Attachments: IL264



Interlocal Cooperative Agreement for Collection and Distribution of Impact Fees

This Agreement is between City of Anacortes (“**Partner Agency**”) and Skagit County, a Washington State municipal corporation (“**County**”), pursuant to the authority granted by the Interlocal Cooperation Act, RCW Chapter 39.34.

1 General

- 1.1 Purpose. The Purpose of this agreement is to provide for the County’s collection of impact fees for building permits that the County issues within the Partner Agency’s district boundaries (if a special purpose district) or unincorporated urban growth area (if a city or town), distribution of such impact fees to the Partner Agency, and general implementation of Skagit County Code Chapter 14.30.
- 1.2 Representatives. The following persons are designated as representatives of the respective parties and are responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change must notify the other party.

Partner Agency Representative:	Director of Planning, Community & Economic Development PO Box 547 Anacortes, WA 98221
County Representative:	Director of Skagit County Planning and Development Services Skagit County Commissioners Administration Building 1800 Continental Place Mount Vernon WA 98273 pds@co.skagit.wa.us

- 1.3 Replacement of prior agreements. This Agreement supersedes and replaces the impact fee provisions of any prior agreement between the parties.
- 1.4 Term. This Agreement begins upon mutual execution and continues until terminated by either party pursuant to paragraph 7, Termination.

2 Definitions

- 2.1 “Impact fee” has the same meaning as in RCW 82.02.090, i.e., a payment of money imposed upon development as a condition of development approval to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities, and that is used for facilities that reasonably benefit the new development. “Impact fee” does not include a reasonable permit or application fee.
- 2.2 “Public facilities” has the same meaning as in RCW 82.02.090, i.e., the following capital facilities owned or operated by government entities: (a) public streets and roads; (b) publicly owned parks, open space, and recreation facilities; (c) school facilities; and (d) fire protection facilities.

3 Responsibilities of Partner Agency

- 3.1 The Partner Agency will annually submit to the County the following documents:
 - (a) a schedule of the Partner Agency's impact fees;
 - (b) an explanation of the methodology the Partner Agency used to arrive at its impact fees;
 - (c) a six-year capital facilities plan adopted by the Partner Agency's governing body that:
 - (1) is valid for at least the following year, even if submitted to the County in a previous year; and
 - (2) includes projects with sufficient detail to substantiate the impact fees;
 - (d) a report for the preceding year showing the source and amount of all moneys collected, earned, or received in that year, and the public improvements that were financed in whole or in part by impact fees in that year, all as consistent with RCW 82.02.070.
- 3.2 The Partner Agency must submit these documents in native electronic format (i.e., not scans of paper materials) whenever possible, and may be submitted via email as direct links to the documents on the Partner Agency's website.
- 3.3 The Partner Agency must use impact fee funds received from the County as impact fees, and interest earned on those funds, consistent with RCW Chapter 82.02 and Skagit County Code Chapter 14.30.
- 3.4 The Partner Agency agrees to expend or encumber the impact fees within the period identified in RCW 82.02.070, unless the Board of County Commissioners identifies in written findings extraordinary and compelling reason or reasons for a Partner Agency to hold the fees beyond the statutory period.
- 3.5 The Partner Agency agrees to refund impact fees and interest earned when notified by the County that a refund is due per RCW 82.02.080 or the appeal provisions of RCW 14.30.070.
- 3.6 The Partner Agency agrees to amend this Agreement in the event of future changes in state law governing impact fees to ensure consistency with state law.

4 Responsibilities of the County

- 4.1 The County will collect impact fees consistent with Skagit County Code Chapter 14.30, Public Facilities Impact Fees, and utilize the collection, exemption, appeal, and refund procedures in that chapter.
- 4.2 The County will timely review and adopt the Partner Agency's capital facilities plan into the County's Comprehensive Plan and timely review and adopt the Partner Agency's revised impact fee schedule.
- 4.3 The County will begin collecting the impact fees specified by the Partner Agency's current fee on the first day of the year following County adoption of the Partner Agency's capital facilities plan and fee schedule, unless an earlier date is specified in the County's adopting ordinance.
- 4.4 The County will stop collecting impact fees after the last day of the year in which the Partner Agency's most-recently submitted six-year capital facilities financing plan expires.

- 4.5 The County will calculate the impact fees due for a development project. If the County receives a request for an adjustment, credit, exemption, or independent fee calculation, the County must consult with the Partner Agency prior to making a determination on the request.
- 4.6 The County will deposit the impact fees it collects for the Partner Agency in the Partner Agency's account with the County Treasurer (for special purpose districts), or transfer the impact fees to the Partner Agency (for cities and towns) once per month.
- 4.7 The County may collect a nominal fee from applicants required to pay impact fees for administering the impact fee program in the amount established by County ordinance. The County will not collect administration fees for the Partner Agency.

5 Treatment of Assets and Property

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

6 Indemnification

- 6.1 Each party to this Agreement agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of its officials, officers, agents, and employees to the fullest extent required by law and further agrees to save, indemnify, defend, and hold harmless other parties from any such liability. However, the Partner Agency agrees to assume liability for, and indemnify, defend, and hold harmless the County for any legal challenge to the legitimacy of the Partner Agency's impact fees.
- 6.2 Each party shall be responsible for its own legal fees unless otherwise agreed in a separate written agreement.
- 6.3 No liability shall attach to the County by reason of entering into this Agreement except as expressly provided herein.
- 6.4 The obligations under this section 6 shall be continuing and not be diminished or extinguished by the termination of this Agreement.

7 Termination

Any party hereto may terminate this Agreement upon 30 days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party's last known address for the purposes of giving notice under this paragraph but only after the obligations of SCC Chapter 14.30 and RCW 82.02.080 have been met with regard to any unexpended or unencumbered impact fees held by the County or the Partner Agency. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

8 Changes, Modifications, Amendments, and Waivers:

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

9 Severability

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

10 Entire Agreement

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

The undersigned warrants that the signatory is authorized to sign this agreement on behalf of the Partner Agency.

SIGNED this ____ day of _____, 2018.

Signature: _____

Printed Name: Laurie Gere

Title: Mayor

Partner Agency: City of Anacortes

DATED this ____ day of _____, 2018.

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

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



City Council Contract Agenda Bill

Meeting Date: 6/18/2018 **Agenda Item:** 7c

Subject: Contract Award - 32nd Street & D Avenue Intersection Improvements

Staff Contact: Fred Buckenmeyer

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

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$576,698.00 to SRV Construction, Inc. to perform the 32nd Street & D Avenue Intersection Improvements Project. The project provides for a single lane roundabout to be constructed at the intersection of 32nd Street and D Avenue, including truck aprons and mountable islands. Bicycle facilities include bicycle lanes that transition to a multi-use walkway around the roundabout. Pedestrian improvements include 8-foot wide sidewalks, ADA ramps, and crosswalks. Also, driveways, pavement markings, utilities work, landscape retaining walls and vegetation, and other work as necessary. The City anticipates issuing the Notice To Proceed mid-July-August 1.

Background:

1. **History:** The intersection of D Ave/32nd St is the corner of the 30mph two-lane alternate regional route for Anacortes. With D Ave free-flowing, the stop-controlled east leg of 32nd St is a regional bottleneck. Peak delays occur with school traffic, PM peak hour, and seasonal tourist and ferry traffic. Speeding in excess of 50mph is a safety issue on D Ave. The Combined Maintenance Facility for the City/School District is 0.3 miles south. Maintenance vehicles and 16 school busses access the intersection multiple times a day. A daily average of 25 heavy vehicles use the intersection to access Lakeside Industries, a regional asphalt plant 1.4 miles south.

A single lane roundabout was designed and will be constructed at the intersection of D Ave/32nd St to complete a gap in traffic control improvements on the alternate regional route and alleviate the bottleneck. Pedestrian improvements include 8' wide sidewalks, ADA ramps, driveways and crosswalks. Bicycle facilities include bicycle lanes that transition to a multi-use walkway around the roundabout. Heavy vehicle turning movements will be accommodated by truck aprons and mountable islands.

2. **Key Terms:**
 - Total contract price of \$576,698.00
 - Work shall begin within Ten (10) Calendar days from the date of the Notice to Proceed. Physical Completion shall be achieved within Twenty (20) Working days after the work commences
3. **Competitive Bidding:** On May 21, 2018 the City solicited bids for the subject project and on June 5, 2018 a bid opening was conducted and 1 bid was received. The Engineer's estimate for the project was \$575,500. SRV Construction, Inc. was determined to be the lowest responsible bidder. Bid results are provided as an attachment hereto.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 16-004-TRN-004 with SRV Construction, Inc. in the amount of \$576,698.00 to perform the 32nd Street & D Avenue Intersection Improvements Project.

Alternative Actions: N/A

Attachments: 32nd & D graphic, Vicinity Map, Bid Results, Contract 16-004-TRN-004

Subject: Contract Award - 32nd Street & D Avenue Intersection Improvements Project

Page 2 of 2

Contractor	SRV Construction, Inc.
Contract Amount	\$576,698.00
Earmarked Funds	The City received a Transportation Improvement Board (TIB) grant for \$421,627 of the project; \$306,071 will be City funds
BARS #	105.720.595.30.63
Budget Amendment Required?	Yes
Revenue Source	Impact fees
Start Date	Notice to Proceed
End Date	20 working days



DRAFT

5/16/2018

BID PROPOSAL

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

Attention: Eric Shjarback, P.E. – City Engineer

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Anacortes; and that the proposal is made without any connection or collusion with any person making another proposal of this contract.

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

The bidder declares that he/she has exercised his/her own judgment regarding the interpretation of subsurface information and has utilized all data, which he/she believes pertinent from the Engineer, Owner and other sources in arriving at his/her conclusions.

The bidder agrees that if this proposal is accepted, he/she will, within **TEN (10) Calendar** days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bond, all Certificates of Insurance and proof of a City of Anacortes Business License required therein and will, to the extent of his/her proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Engineer or other designated project representative there under.

The bidder further agrees, if awarded the contract, to begin work within **TEN (10) Working Days** after the date of the Notice To Proceed and to achieve Physical Completion within **TWENTY (20) Working Days** from the date work begins, in accordance with the Notice To Proceed.

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

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

CYPRESS
ISLAND

CITY OF ANACORTES

PUBLIC WORKS

ENGINEERING

1 INCH = 1 MILE

32ND-STREET + D-AVENUE INTERSECTION IMPROVEMENTS

PW-16-004-TRN

GUEMAS ISLAND

GUEMAS CHANNEL

SHANNON
POINT
ROSARIOS
TRAIT

CAP SANTE

FIDALGO
BAY

MARCHES PT

FIDALGO
HEAD

32ND-STREET + D-AVENUE

32ND-ST

BURROWS
ISLAND

BURROWS
BAY

ALLAN
ISLAND

FIDALGO ISLAND

SIMILK
BAY



0 MILE 1
GRAPHIC SCALE

DECEPTION PASS

VICINITY MAP

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

A single lane roundabout is scheduled be constructed at the intersection of 32nd Street and D Avenue, including truck aprons and mountable islands. Bicycle facilities include bicycle lanes that transition to a multi-use walkway around the roundabout. Pedestrian improvements include 8-foot wide sidewalks, ADA ramps, and crosswalks. Also, driveways, pavement markings, utilities work, landscape retaining walls and vegetation, and other work as necessary is scheduled, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

32nd Street and D Avenue – Intersection Improvements				
NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1 LS	FORCE ACCOUNT UNANTICIPATED SITE WORK 1-09.6	At \$ <u>15,000.00</u> Per Lump Sum	\$ <u>15,000.00</u>
2	1 LS	RECORD DRAWINGS (MIN. BID \$3,000) 1-05.18	At \$ <u>3,450.-</u> Per Lump Sum	\$ <u>3,450.-</u>
4	1 LS	ROADWAY SURVEYING 1-05.4	At \$ <u>17,700.-</u> Per Lump Sum	\$ <u>17,700.-</u>
5	1 LS	S.P.C.C PLAN 1-07.15(1)	At \$ <u>250.-</u> Per Lump Sum	\$ <u>250.-</u>
6	1 LS	MOBILIZATION 1-09.7	At \$ <u>40,350.-</u> Per Lump Sum	\$ <u>40,350.-</u>
7	1 LS	PROJECT TEMP. TRAFFIC CONTROL 1-10.5(1)	At \$ <u>26,450.-</u> Per Lump Sum	\$ <u>26,450.-</u>
8	1 LS	CLEARING AND GRUBBING 2-01.5	At \$ <u>5,200.-</u> Per Lump Sum	\$ <u>5,200.-</u>
9	1 LS	REMOVAL OF STRUCTURES AND OBSTRUCTIONS 2-02.5	At \$ <u>8,900.-</u> Per Lump Sum	\$ <u>8,900.-</u>
10	500 CY	ROADWAY EXCAVATION INCLU. HAUL 2-03.5	At \$ <u>41.-</u> Per Cubic Yard	\$ <u>20,500.-</u>

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32nd Street and D Avenue – Intersection Improvements

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
11	130 CY	STRUCTURE EXCAVATION CL. B INCLU. HAUL 2-09.5	At \$ <u>30.30</u> Per Cubic Yard	\$ <u>3,939.-</u>
12	555 SF	SHORING OR EXTRA EXCAVATION CL. B 2-09.5	At \$ <u>2.-</u> Per Square Foot	\$ <u>1,110.-</u>
13	750 TN	GRAVEL BASE 4-02.5	At \$ <u>22.20</u> Per Ton	\$ <u>16,650.-</u>
14	400 TN	CRUSHED SURFACING TOP COURSE 4-04.5	At \$ <u>26.50</u> Per Ton	\$ <u>10,600.-</u>
15	200 TN	HMA CLASS 1/2-INCH PG64-22 5-04.5	At \$ <u>223.-</u> Per Ton	\$ <u>44,600.-</u>
16	100 SY	PLANING BITUMINOUS PAVEMENT 5-04.5	At \$ <u>74.-</u> Per Square Yard	\$ <u>7,400.-</u>
17	32 CY	CEM. CONC. PAVEMENT 5-05.5	At \$ <u>960.-</u> Per Cubic Yard	\$ <u>30,720.-</u>
18	46 CY	TEXTURED CEM. CONC. PAVEMENT 5-05.5	At \$ <u>1,186.-</u> Per Cubic Yard	\$ <u>54,556.-</u>
19	50 LF	UNDERDRAIN PIPE 4-INCH DIAM. 7-01.5	At \$ <u>32.-</u> Per Linear Foot	\$ <u>1,600.-</u>
20	160 LF	SOLID WALL PVC STORM SEWER PIPE 12-INCH DIAM. 7-04.5	At \$ <u>61.-</u> Per Linear Foot	\$ <u>9,760.-</u>
21	60 LF	DUCTILE IRON PIPE 12-INCH DIAM. 7-04.5	At \$ <u>78.50</u> Per Linear Foot	\$ <u>4,710.-</u>
22	7 EA	CATCH BASIN TYPE 1 7-05.5	At \$ <u>1,700.-</u> Per Each	\$ <u>11,900.-</u>

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32nd Street and D Avenue – Intersection Improvements

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
23	1 EA	CATCH BASIN TYPE 2 48-INCH DIAM. 7-05.5	At \$ <u>4,250.-</u> Per Each	\$ <u>4,250.-</u>
24	7 EA	ADJUST CATCH BASIN 7-05.5	At \$ <u>650.-</u> Per Each	\$ <u>4,550.-</u>
25	2 EA	ADJUST MANHOLE 7-05.5	At \$ <u>975.-</u> Per Each	\$ <u>1,950.-</u>
26	6 EA	PLUGGING EXISTING PIPE 7-08.5	At \$ <u>525.-</u> Per Each	\$ <u>3,150.-</u>
27	4 EA	ADJUST WATER VALVE BOX 7-12.5	At \$ <u>500.-</u> Per Each	\$ <u>2,000.-</u>
28	1 EA	METER BOXES 7-15.5	At \$ <u>370.-</u> Per Each	\$ <u>370.-</u>
29	1 LS	ESC LEAD 8-01.5	At \$ <u>600.-</u> Per Lump Sum	\$ <u>600.-</u>
30	1 LS	SWPP PREPARATION 8-01.5	At \$ <u>600.-</u> Per Lump Sum	\$ <u>600.-</u>
31	1 LS	EROSION/WATER POLLUTION CONTROL 8-01.5	At \$ <u>3,100.-</u> Per Lump Sum	\$ <u>3,100.-</u>
32	150 LF	SILT FENCE 8-01.5	At \$ <u>7.-</u> Per Linear Foot	\$ <u>1,050.-</u>
33	1 EA	INLET PROTECTION 8-01.5	At \$ <u>350.-</u> Per Each	\$ <u>350.-</u>
34	1 SY	SOD INSTALLATION 8-02.5	At \$ <u>175.-</u> Per Square Yard	\$ <u>175.-</u>
35	1 CY	TOPSOIL TYPE A 8-02.5	At \$ <u>230.-</u> Per Cubic Yard	\$ <u>230.-</u>

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32nd Street and D Avenue – Intersection Improvements

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
36	1 CY	WOOD CHIP MULCH 8-02.5	At \$ <u>300.-</u> Per Cubic Yard	\$ <u>300.-</u>
37	40 EA	PSIPE CISTUS X CRIPATUS "WARLEY ROSE" 2 GAL 8-02.5	At \$ <u>28.50</u> Per Each	\$ <u>1,140.-</u>
38	40 EA	PSIPE FESTUCA GLAUCA "ELIJA BLUE" 1 GAL 8-02.5	At \$ <u>23.-</u> Per Each	\$ <u>920.-</u>
39	300 LF	CEM. CONC. TRAFFIC CURB & GUTTER 8-04.5	At \$ <u>50.50</u> Per Linear Foot	\$ <u>15,150.-</u>
40	330 LF	ROUNABOUT TRUCK APRON CEM. CONC. CURB & GUTTER 8-04.5	At \$ <u>54.50</u> Per Linear Foot	\$ <u>17,985.-</u>
41	250 LF	CEM. CONC. TRAFFIC CURB 8-04.5	At \$ <u>43.-</u> Per Linear Foot	\$ <u>10,750.-</u>
42	350 LF	MOUNTABLE CEM. CONC. TRAFFIC CURB 8-04.5	At \$ <u>43.-</u> Per Linear Foot	\$ <u>15,050.-</u>
43	305 LF	CEM. CONC. PEDESTRIAN CURB 8-04.5	At \$ <u>41.-</u> Per Linear Foot	\$ <u>12,505.-</u>
44	40 LF	CEM. CONC. PEDESTRIAN CURB MODIFIED 6" ABOVE SIDEWALK GRADE 8-04.5	At \$ <u>60.70</u> Per Linear Foot	\$ <u>2,428.-</u>
45	110 LF	CEM. CONC. PEDESTRIAN CURB MODIFIED 12" ABOVE SIDEWALK GRADE 8-04.5	At \$ <u>70.-</u> Per Linear Foot	\$ <u>7,700.-</u>
46	165 SY	CEM. CONC. DRIVEWAY ENTRANCE TYPE 1 8-06.5	At \$ <u>171.50</u> Per Square Yard	\$ <u>28,297.50</u>

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32nd Street and D Avenue - Intersection Improvements

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
47	370 LF	PRECAST SLOPED MOUNTABLE CURB 8-07.5	At \$ <u>53.60</u> Per Linear Foot	\$ <u>19,832.-</u>
48	35 LF	PRECAST DUAL FACED SLOPED MOUNTABLE CURB 8-07.5	At \$ <u>28.50</u> Per Linear Foot	\$ <u>997.50</u>
49	220 SY	CEM. CONC. SIDEWALK 8-014.5	At \$ <u>120.10</u> Per Square Yard	\$ <u>26,532.-</u>
50	3 EA	CEM. CONC. CURB RAMP TYPE PARALLEL A 8-14.5	At \$ <u>4,260.-</u> Per Each	\$ <u>12,780.-</u>
51	2 EA	CEM. CONC. CURB RAMP TYPE PARALLEL B 8-14.5	At \$ <u>3,800.-</u> Per Each	\$ <u>7,600.-</u>
52	80 SF	DETECTABLE WARNING SURFACE 8-014.5	At \$ <u>51.30</u> Per Square Foot	\$ <u>4,104.-</u>
53	500 LF	ADA ROUNDABOUT DETECTABLE EDGE TREATMENT 8-14.5	At \$ <u>15.80</u> Per Linear Foot	\$ <u>7,900.-</u>
54	2 EA	MAILBOX SUPPORT TYPE 1 8-18.5	At \$ <u>475.-</u> Per Each	\$ <u>950.-</u>
55	1 LS	PERMANENT SIGNING 8-21.5	At \$ <u>4,850.-</u> Per Lump Sum <u>5,400.-</u>	\$ <u>4,850.-</u> <u>5,400.-</u>
56	1600 LF	REMOVING PAINT LINE 8-22.5	At \$ <u>3.-</u> Per Linear Foot	\$ <u>4,800.-</u>
57	636 LF	REMOVING PLASTIC LINE 8-22.5	At \$ <u>4.-</u> Per Linear Foot	\$ <u>2,544.-</u>
58	112 SF	REMOVING PLASTIC CROSSWALK LINE 8-22.5	At \$ <u>4.-</u> Per Square Foot	\$ <u>448.-</u>

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32nd Street and D Avenue – Intersection Improvements

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
59	2 EA	REMOVING PLASTIC TRAFFIC MARKING 8-22.5	At \$ <u>30.-</u> Per Each	\$ <u>60.-</u>
60	20 EA	PLASTIC WHITE TRAFFIC LETTER 6-FEET HIGH 8-22.5	At \$ <u>130.-</u> Per Each	\$ <u>2,600.-</u>
61	15 LF	PAINTED DOUBLE CENTERLINE 8-22.5	At \$ <u>3.-</u> Per Linear Foot	\$ <u>45.-</u>
62	75 LF	PLASTIC WHITE WIDE SOLID CIRCULATING LANE LINE 8-22.5	At \$ <u>5.-</u> Per Linear Foot	\$ <u>375.-</u>
63	180 LF	PLASTIC YELLOW EDGE WIDE LANE LINE 8-22.5	At \$ <u>5.-</u> Per Linear Foot	\$ <u>900.-</u>
64	1020 LF	PAINTED WHITE EDGE LINE 8-22.5	At \$ <u>1.-</u> Per Linear Foot	\$ <u>1,020.-</u>
65	1150 LF	PAINTED YELLOW EDGE LINE 8-22.5	At \$ <u>1.-</u> Per Linear Foot	\$ <u>1,150.-</u>
66	400 SF	PLASTIC CROSSWALK LINE 8-22.5	At \$ <u>14.-</u> Per Square Foot	\$ <u>5,600.-</u>
67	16 EA	PLASTIC YIELD LINE SYMBOL 8-22.5	At \$ <u>25.-</u> Per Each	\$ <u>400.-</u>
68	100 LF	PAINTED WHITE WIDE DOTTED ENTRY LINE 8-22.5	At \$ <u>3.-</u> Per Linear Foot	\$ <u>300.-</u>
69	1 EA	ADJUST MONUMENT CASE AND COVER 8-13.5	At \$ <u>415.-</u> Per Each	\$ <u>415.-</u>
Rule 171 applies to all bid items in this project. See Special Provision 1-07.2(1) for clarification.			Sub-Total Base Bid:	\$ <u>576,698.-</u>

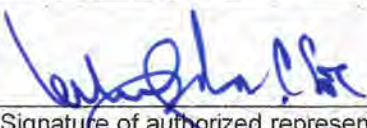
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bidders are directed to www.BXWA.com to ensure receipt of the entire solicitation.

32nd Street and D Avenue – Intersection Improvements

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
			Base Bid Value Adjustment plus or minus	\$ <u>0.00</u>
			Total Base Bid:	\$ <u>576,698.-</u>

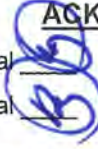
Note:

If the bid value adjustment is used to increase or decrease the Sub-Total Base Bid, the Contractor who is awarded the project is required to submit a new complete proposal form with the adjustment to unit prices made together with the price extension. Said submittal will be made within two working days of the bid opening.

X <u></u> Signature of authorized representative <u>Krysta Verbarendse</u> Name of signer	<u>6/5/18</u> Date <u>Corporate Secretary</u> Title	
--	---	--

Proposal must be signed by an authorized representative of the firm submitting this bid.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum <u>1</u> , Initial <u></u>	Addendum _____, Initial _____
Addendum <u>2</u> , Initial <u></u>	Addendum _____, Initial _____

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

☒ Bid Bond
 ☐ Cashier's Check
 ☐ Certified Check
 ☐ Cash

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States, that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) 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.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Name of Bidder: SRV Construction, Inc.

Mailing Address: PO Box 507

City, State, Zip: Anacortes, WA 98221

Email Address: krysta@srvconstruction.com

Telephone: 360-675-7100 Fax: 360-679-3885

Contractor's State License No.: SRVCOI*990QA

City of Anacortes Business License (Required if contract awarded) TBD

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

(Corporate Seal) SRV Construction, Inc. Corporate Secretary

Name of Bidder Title

Signature of Bidder

Krysta Verbarendse

Print Name



Notice To Bidders: In accordance with the advertised Initiation To Bid, bidders are directed to www.BXWA.com to ensure receipt of the entire solicitation.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning June 25, 2018

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.

June 25, 2018

- Anacortes Senior Activity Center Foundation Donation to the Anacortes Senior Activity Center (Discussion/Possible Action)
- Contract Modification: Laserfiche RIO Connector (Action)
- Resolution 2017: Transportation Benefit District 0.2% Sales Tax (for public vote in November) (Action)
- Contract Award: Sanitary Sewer Lines Rehab 18-021-SEW-002 (Action)

July 2, 2018

- Final Plat, Phase V of the Rock Ridge South Subdivision (Action)
- Final PUD/Plat, Haddon Road PUD (Action)
- Update on Projects and Activities from the Anacortes Bike/Pedestrian Advisory Committee (ABPAC) (Discussion)
- Ordinance 3025: Adopting a Speed Limit Reduction on L Avenue for the Bicycle Boulevard/Greenway (Discussion/Possible Action)

July 9, 2018

- Contract Award: 14-056-IDS-007 Fiber Optics Project Phase 3 Construction - RBC (Action)

July 16, 2018

July 23, 2018

August 6, 2018

August 13, 2018

August 20, 2018

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Jun 18, 2018, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Jun 25, 2018, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Jun 27, 2018, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Jul 2, 2018, 5:00 PM, Public Works Director's Office, City Hall
- Port/City Liaison Committee, Tuesday, Jul 3, 2018, 8:30 AM, Port of Anacortes
- Housing Affordability & Community Services, Thursday, Jul 5, 2018, 1:30 PM, City Hall
- Skagit County Population Health Trust, Thursday, Jul 5, 2018, 8:30 AM, Mount Vernon
- Planning, Monday, Jul 9, 2018, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Jul 11, 2018, 5:00 PM, Main Conference Room, City Hall
