



**Anacortes City Council**  
Municipal Building Council Chambers  
904 6<sup>th</sup> Street

**June 25, 2018**  
**6:00 p.m.**

**PRELIMINARY AGENDA**

[Packet Materials](#)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
  - a. Appointment to Anacortes Housing Authority Board: Richard Storwick
  - b. Independence Day Celebration Events
  - c. Planning Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
  - a. Minutes of June 18, 2018
  - b. Approval of Claims in the amount of: \$464,896.98
  - c. Contract Award: Sewer Cost of Service and Rate Design Study 18-099-SEW-001
6. **Public Hearings**
7. **Other Business**
  - a. \* Anacortes Senior Activity Center Foundation Donation to the Anacortes Senior Activity Center (Discussion/Possible Action)
  - b. \* Anacortes Senior Activity Center Foundation MOA (Action)
  - c. Contract Award: Sanitary Sewer Lines Rehabilitation 18-021-SEW-002 (Action)
  - d. \* Resolution 2019: Authorizing Pledge to Community Action of Skagit County Capital Campaign (Discussion/Possible Action)
8. **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 July 2, 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.*

#### July 2, 2018

- Contract Award: Library RFID Equipment
- Public Meeting: Final Plat, Phase V of the Rock Ridge South Subdivision (Action)
- Public Meeting: 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)
- Resolution 2017: Transportation Benefit District 0.2% Sales Tax (for public vote in November) (Action)
- Resolution 2018: Transportation Benefit District Description and Funding Source Breakdown (Action)

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#### July 9, 2018

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

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#### July 16, 2018

- 2019/2020 Biennial Budget: Budget Categories (Discussion)
- Ordinance 3026: Amending the 2017/2018 Budget (Discussion/Possible Action)

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#### July 23, 2018

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#### August 6, 2018

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#### August 13, 2018

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#### August 20, 2018

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#### August 27, 2018

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#### Upcoming City Council Committee Meetings

*The public is welcome to attend City Council Committee Meetings.*

- Planning, Monday, Jun 25, 2018, 5:00 PM, Main Conference Room, City Hall
- Finance - CANCELLED, Wednesday, Jun 27, 2018, 5:00 PM,
- 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
- Public Works, Monday, Jul 16, 2018, 5:00 PM, Public Works Director's Office, City Hall

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## ANACORTES EXECUTIVE DEPARTMENT

P.O. BOX 547, ANACORTES, WA 98221-0547  
LAURIE GERE, MAYOR

PH (360) 299-1950  
FAX (360) 293-1938

E-MAIL: [laurieg@cityofanacortes.org](mailto:laurieg@cityofanacortes.org)

June 19, 2018

Richard Storwick  
1510 9<sup>th</sup> Street  
Anacortes, WA 98221

Dear Mr. Storwick:

Congratulations, you have been selected to fill the recently vacated position #4 on the Anacortes Housing Authority Board. This 5-year term begins immediately and will run through December 2019. I will publicly announce your appointment at the City Council meeting on Monday, June 25, 2018.

The "Open Government Trainings Act," [ESB 5964](#) (Laws of 2014, ch 66), requires that all members of governing bodies, elected local and statewide officials, and public records officers complete basic Public Records Act (PRA) and/or Open Public Meetings Act (OPMA) training, within 90 days of assuming office or entering into their position. As a City of Anacortes Board member, you must complete this training. The training is available online, and at no cost, on the State Attorney General's website: <http://www.atg.wa.gov/open-government-training>.

The Anacortes Housing Authority meets 2<sup>nd</sup> and 4<sup>th</sup> Thursday each month at 3:30 p.m. at the Housing Authority office at 719 Q Avenue. If you have any questions, please contact Brian Clark, Executive Director at 293-7831 or me at 299-1950.

Thank you for your ongoing interest in improving our community. The continued success of our city depends on dedicated citizens like you who are willing to volunteer their time and expertise.

Sincerely,

CITY OF ANACORTES

Laurie Gere  
Mayor

cc: Anacortes City Council  
Anacortes Housing Authority Board



# Anacortes Celebrates



Questions? Call (360)293-1918

## Independence Day

### Town Picture

July 4 - 10:00 am  
5th & Commercial

*Join neighbors & other community members in the annual photoshoot by the Anacortes American!*

### Patriotic Program \*NEW\*

July 4 - 10:10 am  
5th & Commercial

*Join us in celebrating our independence gained in 1776 and honor the brave men and women who secure our freedom.*

### Independence Day Parade

July 4 - 11:00 am

*Preregister by June 22 at City Hall or [www.anacorteswa.gov](http://www.anacorteswa.gov). Fun, unique floats, and marching groups are encouraged.*

### Rock the Dock

July 4 - 5:00 pm  
601 Seafarers Way

*Family fun continues at the Port of Anacortes, [www.portofanacortes.org](http://www.portofanacortes.org) for more details. End the evening with FIREWORKS AT DUSK.*

*Fireworks donations welcome:  
Anacortes Parks Foundation  
PO Box 1902  
Anacortes WA 98221*

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



## Anacortes City Council

Municipal Building Council Chambers  
904 Sixth Street

June 25, 2018  
6:00 p.m.

### PUBLIC COMMENT SIGN IN SHEET

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

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

Name

Topic

|                  |                  |
|------------------|------------------|
| Joan Bissell     | Community Action |
| Donald Slack     | Community Action |
| Philip Reddhamme | Community Action |
| Robert McCracken | Community Action |
| Don Slack        | Community Action |
| Steve Clarke     | Community Action |
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Continue on back of sheet as needed

## **City Council Minutes – June 18, 2018**

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At 6:00 p.m. Mayor Laurie Gere called to order the regular Anacortes City Council meeting of June 18, 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.

### **Announcements and Committee Reports**

Pulp Mill Exhibit Opening Announcement: Museum Director Bret Lunsford invited the public to the new exhibit at the Maritime Heritage Center spotlighting 1925-1978 pulp mill industry and community in Anacortes. Mr. Lunsford thanked the many former mill employees and their families for sharing stories, artifacts and photographs for the exhibit, the first of a series of upcoming waterfront history exhibits. He invited the public to the opening reception on June 21, 2018 from 4 to 6 p.m.

Finance Committee: Mr. Johnson reported from the committee meeting the prior Wednesday. He said the committee discussed pavement management and felt that the best funding mechanism would be a new 0.2% sales tax combined with removal of the current \$20 vehicle licensing fee after approximately a year when the new sales tax revenue stream had been established. Mr. Johnson reported that the committee also discussed the recent capital funding request from Community Action of Skagit County and felt that a \$20K contribution from the City of Anacortes would be appropriate, proportional to other county jurisdictions based on population size.

Skagit County Law & Justice Council: Mr. Miller reported from the LJC meeting the prior week. He reported that Mount Vernon had recently hired a commissioned park ranger to address homelessness and its effects on city parks. Mr. Miller announced that the Skagit League of Women Voters and Skagit County Dispute Resolution Center would host a series of sessions on Civil Discourse in the Public Arena including one on July 19, 2018 6:30 to 8:30 p.m. at the Anacortes Public Library. Mr. Miller added that representatives from the 10<sup>th</sup> and 39<sup>th</sup> districts had updated the LJC on law enforcement legislation issues. He concluded by noting the recent *Skagit Valley Herald* article covering the first 8 graduates from the Transition Life Skills program at the new Skagit County Community Justice Center, another success story at the new jail.

Public Works Committee: Mr. Adams reported from the committee meeting earlier in the evening. He relayed staff briefings on the 32<sup>nd</sup> Street/D Avenue roundabout which would be considered later on the agenda, the Ship Harbor/Edwards Way roundabout tentatively scheduled for construction in 2020, an upcoming sewer rate revision currently being studied by consultants, the Fidalgo Water System Update study to determine if Anacortes should and could afford to bring current PUD water customers on Fidalgo Island into the Anacortes water service area, the Combined Sewer Overflow project funding and design, and the Water Treatment Plant disinfection system which was scheduled to go out to bid soon and complete by November 2018.

Mr. Young reported that he had attended the Leadership Skagit 2018 graduation ceremony and noted that one of the 2018 projects involved the Anacortes Family Center.

Fiber Committee: Mr. Walters reported from the committee meeting the prior week to consider a rough draft of the fiber business plan on which it would be offering feedback to staff for revisions. He also reported on progress installing fiber in the water mains between the Water Treatment Plant in Mount Vernon and the Swinomish Slough and said that fiber telemetry is now live to five pump stations on Fidalgo Island. Mr. Walters said the committee also discussed how best to connect the Anacortes fiber backbone to the internet and a more reasonable franchise agreement with Skagit County for fiber in county right of way. Administrative Services Director Emily Schuh announced the Name Our Network contest posted earlier in the day on the city's website to solicit public suggestions via Survey Monkey to name the new municipal broadband network. She also introduced a new city website page hosting information about the broadband network project and its status.



### **Public Comment**

Skagit County Commissioner Ron Wesen thanked Mayor Gere and City Council for its letter of support to DEM regarding that interlocal. He also thanked Council for its discussion of funding for Community Action of Skagit County, on whose Board Mr. Wesen serves as chair. Commissioner Wesen said he looked forward to Anacortes participation in the upcoming meeting regarding water in Skagit County following the Hirst decision. Mayor Gere advised that she would attend that meeting the following Thursday with City Attorney Darcy Swetnam and Public Works Director Fred Buckenmeyer. Mr. Walters requested that Council be copied on the letter to DEM.

### **Consent Agenda**

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

- 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

The following vouchers/checks were approved for payment:

EFT numbers: 89565 through 89598, total \$114,023.60

Check numbers: 89450 and 89599 through 89636, total \$373,426.85

Wire transfer numbers: 233411 through 233928, total \$3,782.33

### **OTHER BUSINESS**

#### **Resolution 2012: Agriculture Irrigation**

City Attorney Darcy Swetnam continued the discussion of how to transition agricultural irrigation customers outside the city's service area to paying the full wholesale cost of the water purchased. Her slides were added to the packet materials for the meeting. Ms. Swetnam responded to councilmember questions from Council's last consideration of this topic at its April 2, 2018 regular meeting. She began by reporting in detail on the city's easements and purchases for the water mains from the Water Treatment Plant in Mount Vernon to the Swinomish Slough, listing acquisition details for each parcel and describing mains located in public right of way. She concluded that staff did not find any sections of water line for which private landowners had not been compensated. Mr. Walters observed that prior suggestions that the city owed reduced rate irrigation water to adjoining properties as payment for construction access was thus not the case. Ms. Swetnam agreed and added that staff had found no written agreements binding the city to provide agriculture irrigation water at a subsidized rate.

Ms. Swetnam then presented draft Resolution 2012 which would implement Council's preference expressed at the April 2, 2018 meeting to phase in rate increases over three years to reach the full wholesale water rate, beginning on April 1, 2019. Mr. Walters observed that for the 2018 season agriculture irrigation customers would not see an increase. Ms. Swetnam then addressed three additional rate increase options that councilmembers had asked staff to evaluate: restricting the tiered rate to existing ag meter customers and requiring new ag meter customers to pay the full regional wholesale rate beginning immediately; charging the reduced tiered rate for half each ag customer's average historic consumption and the full wholesale rate for any water used above that amount; and explicitly paying the current rate subsidy to the water utility out of the general fund. She presented staff's analysis of each of those three ideas and staff's recommendation not to pursue them because administrative costs and legal risks would not be justified by potential additional revenue generated. Mr. Young reminded of Council's fiduciary duty to end the subsidy of agriculture irrigation customers by the city's own ratepayers. Mr. Walters and Mr. McDougall both expressed a preference for avoiding complicated rate structures during the phased rate increase. Mr. Adams reminded that he had suggested

the three options as ways to both reduce the subsidy by Anacortes ratepayers and achieve parity among Skagit Valley farmers who were and were not within reach of Anacortes irrigation water which was offered at such a low rate compared to other purveyors in the valley. Not seeing support for those options among his colleagues, Mr. Adams said he would accept the staff recommendation of phasing in the rate increase over three years as presented in draft Resolution 2012. Mr. Young concurred. Mr. Miller noted that the city had been extremely transparent about the rates charged historically and the basis for the rate increases now. Ms. Lovelett said she was disheartened to see that the agenda bill for this item did not include any competing viewpoints or alternative actions. She reiterated her preference for a longer phase in period to ease the impact on farmers and her frustration that this rate adjustment was not considered as part of the water rate increase adopted for 2015. Mr. McDougall said he had advocated a five-year phase in but that Resolution 2012 was essentially a four-year phase in since 2018 would have no increase.

Mr. Walters asked that “rater” be corrected to “rate” in Section 1 of Resolution 2012, then moved, seconded by Mr. Adams, to approve Resolution 2012 as presented with that one correction.

Mayor Gere observed that the irrigation rate was not a mistake, rather that it had been historically and culturally accepted in Anacortes for many years that irrigation water had its own rate separate from the general water rates. The mayor invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Vote: Ayes – Young, Walters, Adams, McDougall, Miller and Johnson. Nays – Lovelett. Motion carried.

#### **IL264: Collection and Distribution of Impact Fees**

Ms. Swetnam reviewed the discussion begun at the June 4, 2018 regular City Council meeting regarding entering into an interlocal agreement with Skagit County for the collection and distribution of impact fees. Ms. Swetnam reviewed the slide presentation from the earlier meeting, then shared additional staff research in response to councilmember questions raised at the meeting including calculation of transportation impact fees, responsibility for maintenance of county roads in the UGA, which categories of impact fees would be collected, and which capital facilities projects would be impact fee eligible.

She shared Mr. Walters’s observation that the refineries are located in the UGA and so the fire impact fee schedule would need to be revised to clarify that unoccupied structures such as refinery towers would not be subject to the “3<sup>rd</sup> floor and up” provision of the current fire impact fee. Ms. Lovelett asked if the fire impact fee could be modified to calculate differently depending on the hazards presented by different facilities. Planning Director Don Measamer reported that he had been working with Fire Chief Richard Curtis and Berk Consulting, Inc. to research and possibly recommend fire impact fees based on other criteria beside building height, clarifying that the current fire impact fee was developed only to recover costs for the ladder truck. Mr. Hoglund reported that very little fire impact fee revenue had been collected under the current fee schedule. Mr. McDougall reported that neighboring jurisdictions have much simpler, generally larger and generally more widely applicable fire impact fees. Mr. Walters advised that Skagit County does not currently collect fire impact fees for any jurisdiction but that the WAC preventing that had been repealed, suggesting that Anacortes explicitly direct the county to begin collecting those fees where applicable. He also noted that if Anacortes wanted to revise its fire impact fee, it should do that before the county adopted the Anacortes impact fee schedule per the interlocal. Mr. Walters urged clarifying how the road impact fee calculation would apply to the refineries to ensure the fee schedule did not have unintended consequences. Ms. Swetnam said that staff anticipated preparing a guide for the public identifying all the impact fees and how to calculate them. Ms. Lovelett requested a separate list of what types of projects were eligible for funding with each type of impact fee. Mr. Walters suggested that an impact fee guide should include GFCs and impact fee reductions for affordable housing.



Mayor Gere encouraged staff to research the impact fee rates, impact fee revenue thus generated, and how much revenue was truly needed to ensure that infrastructure accommodated growth but that Anacortes did not price itself out of economic development opportunities. Mr. Measamer suggested that Council committees might begin discussing impact fee incentives to spur development.

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

Ms. Lovelett moved, seconded by Mr. Walters, to approve Interlocal Agreement 264 for the collection and distribution of impact fees. Vote: Ayes – Walters, Adams, Lovelett, McDougall, Miller, Johnson and Young. Motion carried.

**Contract Award: 32nd St & D Avenue Intersection Improvements 16-004-TRN-004**

Public Works Director Fred Buckenmeyer requested 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. Mr. Buckenmeyer said staff anticipated the project would begin in late July or early August with a 20-working-day construction window and expected completion by the end of August. He advised that engineering staff had met with all adjoining property owners to ensure the design addressed their concerns. Mr. Buckenmeyer congratulated City Engineer Eric Shjarback for obtaining a Transportation Improvement Board grant which would provide over \$421K of the project cost, with the remaining \$306K provided by impact fees. He said SRV was the sole bidder on the project but that its bid was within \$2,000 of the engineer's estimate and that the city had been happy with SRV's work product on past projects. He recommended approval of the contract. Ms. Lovelett and Mr. Young advised staff that Rosemary Stevens had reiterated her previous request to Council for a "no through traffic" sign on 32<sup>nd</sup> Street west of D Avenue.

Ms. Lovelett moved, seconded by Mr. Young, to authorize the Mayor to sign 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. Vote: Ayes – Adams, Lovelett, McDougall, Miller, Johnson, Young and Walters. Motion carried.

Mr. Young commended staff for purchasing from local vendors rather than Amazon when possible.

**Executive Session (30 Minutes) per RCW 42.30.110 (i)**

At approximately 7:20 p.m. Mayor Gere announced that City Council and the City Attorney would convene in Executive Session for approximately 30 minutes to discuss potential litigation and that following the executive session the meeting would adjourn with no action being taken.

There being no further business, at approximately 7:50 p.m. the Anacortes City Council meeting of June 18, 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 25, 2018 City Council meeting:  
[Download this file in OpenDocument spreadsheet format.](#)

| Invoice Doc # | Transaction Date | Invoice #            | Vendor Full Name               | Description                                                  | Total Amount |
|---------------|------------------|----------------------|--------------------------------|--------------------------------------------------------------|--------------|
| 234216        | 3/7/2018         | ML-18030715214       | CASCADE ENGINEERING SVCS INC   | LAB THERMOMETER CALIBRATION                                  | \$126.47     |
| 234342        | 3/23/2018        | 1213458              | SURETY PEST CONTROL            | PEST CONTROL FOR WA PARK                                     | \$44.49      |
| 234063        | 3/26/2018        | 3145                 | THE STORE                      | ALL AGENCY LIVE FIRE TRAINING LUNCH                          | \$267.06     |
| 234408        | 5/1/2018         | AFD 18               | ISLAND HOSPITAL                | MAY AMBULANCE SUPPLIES                                       | \$1,378.45   |
| 234210        | 5/4/2018         | 698207               | SKAGIT COUNTY SOLID WASTE FUND | DUMP RUN WTP                                                 | \$31.35      |
| 234364        | 5/14/2018        | 300000290027         | PUGET SOUND ENERGY INC         | WTP RESERVOIR & PUMP STATION 4/6/18-5/4/18                   | \$2,845.00   |
| 234211        | 5/17/2018        | 756594               | JCI JONES CHEMICALS INC        | SODIUM HYDROXIDE (CAUSTIC)                                   | \$3,914.46   |
| 234295        | 5/20/2018        | 9807611697           | VERIZON WIRELESS               | SCADA COMMUNICATION FOR PUMP STATIONS                        | \$768.76     |
| 234064        | 5/21/2018        | 72020253991          | UNDERWRITERS LABORATORIES LLC  | 2018 GROUND & AERIAL LADDER TESTING                          | \$2,042.25   |
| 234215        | 5/30/2018        | 0550665960           | HONEY BUCKET                   | MT. ERIE UNIT - JUNE 2018                                    | \$119.50     |
| 234231        | 5/31/2018        | 83320706             | 150-PRAXAIR DISTRIBUTION INC   | CYLINDER RENTAL                                              | \$181.52     |
| 234358        | 5/31/2018        | 0173                 | SKAGIT COUNTY SOLID WASTE FUND | MAY TONNAGE HAULED                                           | \$79,405.93  |
| 234233        | 5/31/2018        | 114-6858561          | UNITED SITE SERVICES, INC      | WASHINGTON PARK 2 X WK - MAY 2018                            | \$190.88     |
| 234341        | 5/31/2018        | 195                  | BOYS & GIRLS CLUBS             | MAY - LUNCH PROGRAM SERVICE PROVISION                        | \$780.00     |
| 234502        | 5/31/2018        | 137309               | INFOSEND, INC.                 | UB STATEMENTS PROCESSING MAY                                 | \$3,559.55   |
| 234234        | 6/1/2018         | 902357711            | BSN SPORTS, LLC                | ADULT SOFTBALL SUPPLIES                                      | \$407.78     |
| 234517        | 6/1/2018         | 3147                 | THE STORE                      | POLICE ORAL BOARD - LUNCHES                                  | \$35.83      |
| 234061        | 6/1/2018         | 360-293-0045-0223175 | FRONTIER COMMUNICATIONS        | STATION 1 BACKUP LINES: 6/1 - 6/30                           | \$146.72     |
| 234068        | 6/1/2018         | 989                  | MIN-NS                         | JUNE SUBSCRIPTION                                            | \$130.20     |
| 234281        | 6/4/2018         | 124508               | PACIFIC TIRE COMPANY, INC      | SERVICE TO VEH #514                                          | \$40.15      |
| 234235        | 6/5/2018         | 100695972            | RICOH USA, INC                 | S/N C32029555 CITY HALL COPIER 3RD 6/1-6/30/18               | \$377.30     |
| 233536        | 6/6/2018         | 52110                | NETWORK COMPUTING ARCHITECTS   | BARRACUDA                                                    | \$2,599.35   |
| 234065        | 6/6/2018         | 1990744257           | ARAMARK                        | STA 3 MAT SERVICE: 6/6                                       | \$21.70      |
| 234349        | 6/6/2018         | 95067955             | ECO SERVICES OPERATIONS CORP   | ALUMINUM SULFATE                                             | \$4,012.95   |
| 234402        | 6/6/2018         | 7915                 | MACLEOD RECKORD PLLC           | GUEMES CHANNEL TRAIL 30% DESIGN - PHASE II - MAY 2018        | \$617.89     |
| 234057        | 6/6/2018         | ReimbHunting         | HUNTING, KENNETH               | REIMBURSEMENTS FOR CERT TRAILER                              | \$168.18     |
| 233995        | 6/7/2018         | C754554-0            | BAYSHORE OFFICE PRODUCTS INC   | RETURN OFFICE SUPPLY - LASER CARDS - H/R                     | (\$55.29)    |
| 234228        | 6/7/2018         | 220013297498         | PUGET SOUND ENERGY INC         | CASINO DR UNDER TWIN BRIDGES: 5/8 - 6/6/18                   | \$68.24      |
| 234399        | 6/7/2018         | 1200125181           | HDR ENGINEERING, INC           | BLUE HERON CIRCLE RESERVOIR PROJECT DESIGN - 4/29/18-5/26/18 | \$4,718.60   |
| 234066        | 6/7/2018         | 1990746319           | ARAMARK                        | STA 2 MAT SERVICE: 6/7                                       | \$21.70      |
| 234067        | 6/7/2018         | 1990746320           | ARAMARK                        | STA 1 MAT SERVICE: 6/7                                       | \$21.70      |

| Invoice Doc # | Transaction Date | Invoice #              | Vendor Full Name               | Description                                                   | Total Amount |
|---------------|------------------|------------------------|--------------------------------|---------------------------------------------------------------|--------------|
| 234400        | 6/7/2018         | 1058938                | BUILDERS EXCHANGE OF           | BID DOCUMENT POSTING FOR 32ND & D AVE 16-004-TRN-004          | \$45.00      |
| 234214        | 6/7/2018         | 2321                   | NW COMMUNICATIONS, INC         | MOUNT CONSTITUTION REPEATER SITE RENTAL NOV 2017 TO MAY 2018  | \$1,211.84   |
| 234407        | 6/7/2018         | 903579280              | EVOQUA WATER TECHNOLOGIES LLC  | MANIFOLD SEALS                                                | \$1,755.91   |
| 234360        | 6/8/2018         | 772191                 | BAYSHORE OFFICE PRODUCTS INC   | STAMP                                                         | \$23.74      |
| 234499        | 6/8/2018         | 0664328                | FERGUSON ENTERPRISES, INC      | LF 5/8 X 3/4 1 CF TRPL FOR WATER                              | \$1,793.83   |
| 234410        | 6/8/2018         | 18-587                 | LEGEND DATA SYSTEMS INC        | 8 SETS OF PASSPORT NAMETAGS                                   | \$78.45      |
| 234236        | 6/10/2018        | 8493 30 017<br>0490698 | COMCAST                        | CITY HALL INTERNET CONNECTION 6/20-7/19/18                    | \$186.12     |
| 234237        | 6/10/2018        | 8498 30 030<br>0111230 | COMCAST                        | WTP 14489 RIVER BEND RD. - 6/19-7/18/18                       | \$229.79     |
| 234232        | 6/11/2018        | *682018                | ANACORTES TOWING, LLC          | TOWING; APD CASE 18-A04290                                    | \$162.75     |
| 234348        | 6/11/2018        | WAANA104667            | FASTENAL COMPANY               | MARKING WANDS FOR LOCATES                                     | \$112.80     |
| 234268        | 6/11/2018        | 061118                 | FIDALGO CLEANING               | CLEANING & SUPPLIES                                           | \$700.00     |
| 234212        | 6/11/2018        | 007J2243               | HARRINGTON INDUSTRIAL          | CHEM PROLINE REPLACEMENT PARTS                                | \$400.02     |
| 234396        | 6/11/2018        | 300000000343           | PUGET SOUND ENERGY INC         | PARKS/CEM/WASH. PARK/FAC/DEPOT 5/5 TO 6/5/18                  | \$3,666.00   |
| 234405        | 6/11/2018        | 300000290019           | PUGET SOUND ENERGY INC         | ALL STATIONS :5/4 - 6/5                                       | \$681.69     |
| 234356        | 6/11/2018        | 300000290027           | PUGET SOUND ENERGY INC         | WTP RESERVOIR & PUMP STATION 5/5/18-6/5/18                    | \$3,484.76   |
| 234359        | 6/11/2018        | 300000290035           | PUGET SOUND ENERGY INC         | MUSEUM ALL VENUES 5/5-6/5/18                                  | \$162.23     |
| 234419        | 6/11/2018        | 300000300008           | PUGET SOUND ENERGY INC         | ENERGY BILL FOR WWTP 5/8-6/6/18                               | \$14,268.43  |
| 234363        | 6/11/2018        | 300000305007           | PUGET SOUND ENERGY INC         | ELECTRICITY FOR METERS, VAULTS & STREET LIGHTS; 05/2-05/31/18 | \$406.74     |
| 234230        | 6/11/2018        | 206298                 | SEAWESTERN, INC.               | 2 HELMETS. GRAPHICS AND 6 PAIRS GLOVES                        | \$1,199.79   |
| 234346        | 6/11/2018        | 133404                 | SKAGIT FARMERS SUPPLY          | ETHANOL FREE UNLEADED                                         | \$76.38      |
| 234284        | 6/11/2018        | 8498 30 017<br>0464628 | COMCAST                        | WA PARK INTERNET 6/21-7/20/18                                 | \$106.12     |
| 234361        | 6/12/2018        | 772609                 | BAYSHORE OFFICE PRODUCTS INC   | BUILDING DEPT STAMPS                                          | \$53.22      |
| 234347        | 6/12/2018        | IB35790                | FARMERS EQUIPMENT COMPANY      | SERVICE VAL EQUIPM #417                                       | \$19.48      |
| 234513        | 6/12/2018        | 35056635               | INGRAM LIBRARY SERVICES, LLC   | BOOKS - ADULT                                                 | \$96.25      |
| 234514        | 6/12/2018        | 35056636               | INGRAM LIBRARY SERVICES, LLC   | BOOKS - ADULT                                                 | \$136.57     |
| 234512        | 6/12/2018        | 35056637               | INGRAM LIBRARY SERVICES, LLC   | BOOKS - ADULT                                                 | \$670.93     |
| 234213        | 6/12/2018        | css-volleyball         | AHS VOLLEYBALL BOOSTER CLUB    | VOLLEYBALL CAMP                                               | \$801.70     |
| 234494        | 6/12/2018        | 38986                  | PROSCAPES INC                  | IRRIGATION TROUBLESHOOTING & REPAIR -                         | \$1,833.65   |
| 234413        | 6/12/2018        | 1624                   | WASHINGTON STATE FIRE FIGHTERS | AFD PORTION OF BATES TECH WINTER QTR                          | \$152.50     |
| 234357        | 6/12/2018        | 502                    | KULSHAN SERVICES LLC           | SEDIMENT SAMPLING & SUPPLIES                                  | \$2,516.40   |
| 234487        | 6/12/2018        | 1806                   | BREKKE DESIGN                  | DEPOT PERFORMANCE STAGE AND MADRONA GROVE ACCESS              | \$2,565.00   |
| 234497        | 6/12/2018        | 30066328-001           | HERC RENTALS                   | FLOOR GRINDER RENTAL FOR OPS REMODEL                          | \$634.62     |



| Invoice Doc # | Transaction Date | Invoice #      | Vendor Full Name               | Description                                        | Total Amount |
|---------------|------------------|----------------|--------------------------------|----------------------------------------------------|--------------|
| 234498        | 6/12/2018        | 30069467-001   | HERC RENTALS                   | FLOOR GRINDER RENTAL FOR OPS REMODEL               | \$524.05     |
| 234229        | 6/13/2018        | 180058-5       | BIRCH EQUIPMENT CO., INC       | SCAFFOLD RENTAL                                    | \$257.32     |
| 234282        | 6/13/2018        | 3-106658       | LOUIS AUTO GLASS INC.          | WINDSHIELD - VEH #009                              | \$281.53     |
| 234412        | 6/13/2018        | 1111584        | SKAGIT PUBLISHING LLC          | PUBLISH AA-1774203 AA-1774350 AA-1774407           | \$272.02     |
| 234266        | 6/13/2018        | 331 0408879    | UNIFIRST CORPORATION           | WTP WEEKLY LAUNDRY SERVICE                         | \$51.21      |
| 234267        | 6/13/2018        | 331 0408897    | UNIFIRST CORPORATION           | WTP WEEKLY LAUNDRY SERVICE FOR INTERN TH           | \$5.69       |
| 234292        | 6/13/2018        | I-SG-10709     | IMAGE360                       | GRAPHICS- VEH #207                                 | \$389.35     |
| 234406        | 6/14/2018        | 978 800 0000 1 | CASCADE NATURAL GAS CORP.      | STA 3: 5/12 - 6/11                                 | \$18.94      |
| 234417        | 6/14/2018        | 2018061        | MPI-MCNEILL POLYGRAPH & INVEST | PRE-EMPLOYMENT POLYGRAPH; KELLINGTON               | \$200.00     |
| 234426        | 6/14/2018        | MV192525       | MOTOR TRUCKS, INC              | PART- VEH #606                                     | \$141.14     |
| 234355        | 6/14/2018        | 125197         | NORTHSTAR CHEMICAL INC.        | SODIUM BISULFITE 38% SOLUTION                      | \$1,366.77   |
| 234290        | 6/14/2018        | 001-404848     | PISTON SERVICE OF ANACORTES    | PARTS- VEH #704                                    | \$95.43      |
| 234424        | 6/14/2018        | 001-404853     | PISTON SERVICE OF ANACORTES    | PART- VEH #025                                     | \$45.57      |
| 234291        | 6/14/2018        | 001-404867     | PISTON SERVICE OF ANACORTES    | BATTERY- VEH #838                                  | \$125.81     |
| 234353        | 6/14/2018        | 001-404949     | PISTON SERVICE OF ANACORTES    | PARTS- VEH #836                                    | \$101.18     |
| 234433        | 6/14/2018        | Y055430        | PLATT ELECTRIC SUPPLY INC      | FIBER CABLES FOR FIBER ROOM                        | \$2,079.13   |
| 234435        | 6/14/2018        | 0223016-IN     | REISNER DISTRIBUTOR INC        | FUEL TANK TESTING- #I-903 & #7-915                 | \$108.50     |
| 234434        | 6/14/2018        | 0223051-IN     | REISNER DISTRIBUTOR INC        | FUEL TANK TESTING- #90006                          | \$162.75     |
| 234411        | 6/14/2018        | AFD Q3 18      | SKAGIT- 911                    | 2018 3RD QTR RADIO MAINTENANCE                     | \$4,432.40   |
| 234423        | 6/14/2018        | APD Q3 18      | SKAGIT- 911                    | 3RD INSTALLMENT FOR FISCAL YEAR 2018               | \$45,978.72  |
| 234283        | 6/14/2018        | 1990756598     | ARAMARK                        | APD NYLON MATS CLEANED                             | \$16.28      |
| 234340        | 6/14/2018        | 1990756606     | ARAMARK                        | OPS & PARKS LAUNDRY SVC FOR                        | \$64.66      |
| 234288        | 6/14/2018        | 227230         | DOG WASTE DEPOT                | DOG WASTE DISPENSER                                | \$49.99      |
| 234409        | 6/14/2018        | 112977         | WALTON BEVERAGE COMPANY, INC   | AFD BREAKROOM SUPPLIES                             | \$87.50      |
| 234338        | 6/14/2018        | 112978         | WALTON BEVERAGE COMPANY, INC   | CITY HALL-EMPLOYEE BREAK ROOM SUPPLIES - 3RD FLOOR | \$122.50     |
| 234289        | 6/14/2018        | 112979         | WALTON BEVERAGE COMPANY, INC   | OPS- BREAKROOM SUPPLIES                            | \$105.00     |
| 234350        | 6/14/2018        | 112980         | WALTON BEVERAGE COMPANY, INC   | WTP-BREAKROOM SUPPLIES                             | \$87.50      |
| 234269        | 6/14/2018        | 070-1759-00    | LOWMAN, MARGARET               | Refund for overpayment at closing                  | \$253.49     |
| 234270        | 6/14/2018        | 140-0780-00    | ANDERSEN, DORIS                | Refund on overpayment on closing                   | \$114.27     |
| 234271        | 6/14/2018        | 142-5970-01    | NIXON, PAMELA                  | Refund for overpayment on closed account           | \$113.70     |
| 234272        | 6/14/2018        | 144-0120-00    | HOUSLEY, JAMES                 | Refund for overpayment on closed account           | \$120.76     |
| 234273        | 6/14/2018        | 145-0900-03    | WINSLOW, CHRISTOPHER           | Refund for overpayment on closed account           | \$1.67       |
| 234274        | 6/14/2018        | 142-9370-01    | SHADDAY, DIANA & NICHOLAS      | Refund for overpayment on closed account           | \$83.65      |
| 234275        | 6/14/2018        | 142-8930-03    | SCHNABEL, DREW                 | Refund overpayment on closed account               | \$114.64     |
| 234276        | 6/14/2018        | 143-4610-00    | PADILLA HEIGHTS PROP LLC       | Refund overpayment on closed account               | \$48.03      |
| 234277        | 6/14/2018        | 141-5090-02    | KEY, GAIL & JOHN               | Refund overpayment on closed account               | \$64.68      |
| 234278        | 6/14/2018        | 141-1540-02    | RUSSELL, DARSIE & SCOTT        | Refund overpayment on closed account               | \$123.59     |
| 234279        | 6/14/2018        | 220-1570-01    | NEW YORK MELLON, BANK OF       | Refund overpayment on closed account               | \$33.25      |

| Invoice Doc # | Transaction Date | Invoice #       | Vendor Full Name               | Description                                                    | Total Amount |
|---------------|------------------|-----------------|--------------------------------|----------------------------------------------------------------|--------------|
| 234285        | 6/14/2018        | 180128165       | HOFER, LARRY                   | REFUND CAMPING-HOFER-15 NIGHTS                                 | \$235.00     |
| 234345        | 6/15/2018        | A92573          | ACE HARDWARE                   | SPRAYER/BLEACH                                                 | \$44.88      |
| 234344        | 6/15/2018        | 0509143-IN      | NATIONAL SAFETY, INC           | FOAM EAR PLUGS                                                 | \$64.02      |
| 234354        | 6/15/2018        | 031533          | SEBO'S DO-IT CENTER            | MAINTENANCE SUPPLIES - WTP                                     | \$36.63      |
| 234427        | 6/15/2018        | 871350          | BEE SAFE EDUCATION & TRAINING  | BABYSITTING CLASS - 26 STUDENTS                                | \$910.00     |
| 234430        | 6/15/2018        | COA0618         | SYSTEMS DESIGN WEST, LLC       | AMBULANCE BILLING MAY                                          | \$3,691.00   |
| 234394        | 6/15/2018        | INV00008042     | ESO SOLUTIONS, INC             | ANNUAL SUBSCRIPTION (7/15/18 - 7/14/19)                        | \$4,975.25   |
| 234351        | 6/15/2018        | ReimbSiedlik    | SIEDLIK, RICHARD               | MEAL REIMBURSEMENTS - SIEDLIK YAKIMA                           | \$125.00     |
| 234352        | 6/15/2018        | ReimbAvilla     | AVILLA, SHAWN                  | MEAL REIMBURSEMENT FOR SHAWN A AT DOH                          | \$125.00     |
| 234510        | 6/15/2018        | 497720          | PIONEER PACKAGING              | CART RENTAL                                                    | \$1,302.00   |
| 234418        | 6/16/2018        | 00005W5A83248   | UNITED PARCEL SERVICE, INC     | UPS SHIPPING CHARGES; WEEK END 6-16-18                         | \$8.29       |
| 234414        | 6/16/2018        | 000099E018248   | UNITED PARCEL SERVICE, INC     | SHIPMENTS                                                      | \$61.39      |
| 234520        | 6/17/2018        | 061718-50434    | PACIFIC MOBILE STRUCTURES, INC | MONTHLY RENTAL OF JOB SHACK FOR OPS,                           | \$203.29     |
| 234501        | 6/18/2018        | 62864           | ASSOCIATION OF WASHINGTON      | WEBINAR - PRACTICAL TIPS FOR EMPLOYERS                         | \$25.00      |
| 234428        | 6/18/2018        | Putnam/Yount    | SKAGIT COUNTY AUDITOR'S OFFICE | LIEN RELEASE PUTNAM/YOUNT 2311 30TH ST                         | \$35.00      |
| 234429        | 6/18/2018        | Stephen         | SKAGIT COUNTY AUDITOR'S OFFICE | LIEN RELEASE STEPHEN 4511 SAN JUAN AVE                         | \$35.00      |
| 234415        | 6/18/2018        | 1990760511      | ARAMARK                        | LAUNDRY SERVICE FOR WWTP                                       | \$83.33      |
| 234488        | 6/18/2018        | GIS-6906        | GEOGRAPHIC INFORMATION         | GIS SUPPORT BLOCK                                              | \$2,500.00   |
| 234404        | 6/18/2018        | 18-021-SEW-0011 | FLOW TECHNOLOGIES, INC.        | RETAINAGE RELEASE                                              | \$3,559.78   |
| 233935        | 6/18/2018        | B08398741       | SHI INTERNATIONAL CORP.        | ADOBE PREMIERE PRO CC FOR TEAMS                                | \$245.21     |
| 234496        | 6/18/2018        | 85598REV        | VECA ELECTRIC COMPANY, INC     | VOLUNTEER PARK BALLFIELDS ELECTRICAL WORK                      | \$19,041.75  |
| 234397        | 6/18/2018        | PR012           | STELLAR J CORPORATION          | BLUE HERON CIRCLE RESERVOIRS PROJECT - CONSTRUCTION - MAY 2018 | \$217,705.25 |
| 234519        | 6/18/2018        | 061818-50433    | PACIFIC MOBILE STRUCTURES, INC | MOBILE OFFICE - SOLID WASTE / WATER                            | \$188.78     |
| 234425        | 6/18/2018        | 10006856        | LOWRY, ELISABETH               | REFUND-DOUBLE BOOKING FOR SITES A12 & A13                      | \$157.00     |
| 234518        | 6/19/2018        | 773351          | BAYSHORE OFFICE PRODUCTS INC   | 4TH OF JULY FLYER CARDSTOCK                                    | \$3.09       |
| 234516        | 6/19/2018        | 33417361        | INGRAM LIBRARY SERVICES, LLC   | CREDIT NEEDED - DUPLICATE PAYMENT FROM FRIENDS                 | (\$298.49)   |
| 234503        | 6/19/2018        | ReimbBarber     | BARBER, LYNN                   | TRAINING REIMBURSEMENTS, SIHRMA REGISTRATIONS                  | \$72.00      |
| 234511        | 6/19/2018        | 17340           | TRANSPORTATION SOLUTIONS INC   | 32ND & D ROUNDABOUT INTERSECTION IMPROVEMENT DESIGN MAY 2018   | \$2,266.48   |
| 234521        | 6/19/2018        | 171218071       | HANSER, BRIAN                  | REFUND - CANCELLED TWO NIGHTS CAMPING - 9/3/18                 | \$32.00      |

**Total**

**\$464,896.98**



# City Council Contract Agenda Bill

**Meeting Date:** 6/25/2018    **Agenda Item:** 5c

**Subject:** Contract Award - Sewer Cost of Service and Rate Design Study

**Staff Contact:** Fred Buckenmeyer

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

**Action Type:** Contract Award

**Summary Statement:** City staff seeks City Council consent to award a contract in the amount of \$53,400.00 to Financial Consulting Solutions Group, Inc. (FCS) to perform the Sewer Cost of Service and Rate Design Study. Consultant shall provide services necessary to assist the City in developing a revenue requirement for its sewer utility. Additionally the Consultant will perform a review of the City's existing sewer rate structure through the Cost of Service and Rate Design scope elements.

**Background:**

1. **History:** As discussed in the 2015 Sewer Comprehensive Plan (Plan), the City's sewer capital reserve is being used to fund capital projects. At the time the Plan was prepared, it was projected that without a rate increase the capital reserve balance would be completely used up by 2021. Staff recommends the City contract with FCS Group to perform a rate study that will have two main tasks, a revenue requirement update, and cost of service and rate design analysis.

A Revenue Requirement Analysis task will forecast the City's financial obligations and will compare them against rate revenues. If there is a forecasted deficiency, the City will likely need to increase rates. In that case, FCS will recommend a rate increase strategy.

The Cost of Service and Rate Design Analysis task will evaluate the appropriate relationship between various customer classes (e.g. single family, multi-family, commercial, etc.), review the City's existing rate structure, and provide a recommended rate structure alternative.

Said a different way, the Revenue Requirement Analysis determines the size of the "pie" and the Cost of Service and Rate Design Analysis determines how the pie should be sliced between the various customer classes.

2. **Key Terms:**
  - Contract price not-to-exceed \$53,400.00
  - The period of performance is through 12/31/18
3. **Competitive Bidding:** This work is considered a Personal Service and as such the City asked the Consultant for a proposal that included a scope of work and fees. The Project Manager then evaluated the proposal and determined the scope meets our needs and the fees are fair and reasonable.

**Previous Council/Committee Action:** N/A

**Competing Viewpoints Considered:** N/A

**Recommended Motion:** I move that City Council authorize the Mayor to sign contract 18-099-SEW-001 with Financial Consulting Solutions Group, Inc. (FCS) in the amount of \$53,400.00 to perform the Sewer Cost of Service and Rate Design Study.

**Alternative Actions:** N/A

**Attachments:** Contract 18-099-SEW-001



|                            |                                                  |
|----------------------------|--------------------------------------------------|
| Contractor                 | Financial Consulting Solutions Group, Inc. (FCS) |
| Contract Amount            | \$53,400.00                                      |
| Earmarked Funds            |                                                  |
| BARS #                     | 440.750.535.14.41                                |
| Budget Amendment Required? | Yes                                              |
| Start Date                 | Inception                                        |
| End Date                   | 12/31/2018                                       |



**CONTRACT 18-099-SEW-001**  
**Between**  
**THE CITY OF ANACORTES**  
**AND**  
**FINANCIAL CONSULTING SOLUTIONS GROUP, INC. (FCS)**

**SEWER COST OF SERVICE AND RATE DESIGN STUDY**

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Financial Consulting Solutions Group, Inc. (FCS) hereinafter referred to as the "Consultant";

**WHEREAS**, the City requires professional services of the Consultant to perform a sewer rate study;

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

1. **Scope of Work.** Under this Agreement, the Consultant shall provide services necessary to assist the City in developing a revenue requirement for its sewer utility. Additionally the Consultant will perform a review of the City's existing sewer rate structure through the Cost of Service and Rate Design scope elements. Work is detailed in the attached Exhibit A entitled "Sewer Revenue Requirement, Cost of Service Analysis, & Rate Design", which is hereby incorporated by reference and made a part hereof.

Work shall be performed under the direction of City's Project Manager, Mr. Matt Reynolds, who may be reached at (360) 299-1951 or email [mattr@cityofanacortes.org](mailto:mattr@cityofanacortes.org).

2. **Price.** The services provided under this Agreement shall be provided on a time-and-materials basis not-to-exceed **Fifty Three Thousand Four Hundred Dollars (\$53,400.00)**. Payment terms are set forth under Article 4 Payment Terms.

3. **Period of Performance.** The period of performance is from inception through December 31, 2018.

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

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

5. **Subcontracts.** The Consultant shall give notice reasonably in advance of placing any subcontract; preferably the Consultant shall identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of the prime Consultant or a subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination –

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



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

6. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, AGREEMENT Number, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category.

The Consultant must invoice **MONTHLY** for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices should be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to [accountspayable@cityofanacortes.org](mailto:accountspayable@cityofanacortes.org)

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

7. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the joint property of the City and shall be forwarded to the City upon its request. Consultant may retain copies thereof for work paper documentation and their own use unless specifically restricted in writing by the City as to use. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant ("Instruments of Services"). Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure. Any subsequent reuse or modification of Consultant's Instruments of Service by the City or any party obtaining it through the City will be at City's sole risk and without liability to Consultant.

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

#### **9. General and Professional Liability Insurance.**

##### **A. Insurance Term**

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

##### **B. No Limitation**

The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise



limit the City's recourse to any remedy available at law or in equity.

### **C. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types and coverages described below:

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

### **D. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

### **E. Other Insurance Provision**

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

### **F. Acceptability of Insurers**

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

### **G. Verification of Coverage**

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

### **H. Notice of Cancellation**

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

### **I. Failure to Maintain Insurance**

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

### **J. City Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability

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

10. **Registered or Licensed Consultant.** The City is prohibited by RCW 39.06.010 from executing an Agreement with a Consultant who is not registered or licensed as required by the laws of the state. In addition, the City will require persons doing business with the City to possess a business license.

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

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

13. **Discrimination Prohibited.** Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin or physical handicap.

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

15. **The City's Right to Terminate Agreement.**

**A. Termination for Default**

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

**B. Termination for Public Convenience**

The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for

actual work performed at unit Agreement prices for completed items of work. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

16. **Changes/Additional Work.** The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Consultant to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

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

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

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

20. **Disputes**

**A. General**

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

**B. Notice of Potential Claims**

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

**C. Detailed Claim**

The Consultant shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Consultant has given the City a detailed written statement of each element of cost or other compensation requested and of all elements



of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

#### **D. Dispute Resolution**

In the event of a dispute between the City and the Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute.

In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties.

If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

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

22. **Compliance with Laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services.

The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

23. **Venue and Choice of Law.** In the event that any litigation should arise concerning the services under this Agreement, interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

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

25. **Survival of Contract Termination.** The articles relating to Indemnification, Data Rights, Proprietary Information, Governing Law, and Venue and Choice of Law shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

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

27. **Notices.** Notices to the City of Anacortes shall be sent to the following address:

City of Anacortes  
Attention: Tiffany Matson  
Contract Specialist  
matsont@cityofanacortes.org  
904 6<sup>th</sup> Street  
PO BOX 547  
Anacortes, WA 98221

Notices to the Consultant shall be sent to the following address:

FCS Group  
Tage Aaker  
Project Manager  
TageA@fcsgroup.com  
7525 166th Ave. NE, Suite D-215  
Redmond, WA 98052

Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mails, with proper postage and properly addressed.

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

**CITY OF ANACORTES**

**FINANCIAL CONSULTING SOLUTIONS GROUP, INC**

By \_\_\_\_\_

Laurie Gere, Mayor

Date \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

COA Contract 18-099-SEW-001 EXHIBIT A

# SCOPE OF WORK & BUDGET

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## INTRODUCTION & APPROACH

FCS GROUP proposes the following task plan to assist the City of Anacortes in developing a revenue requirement for its sewer utility. Additionally—in a separate, optional task—the scope allows for a review of the City’s existing sewer rate structure through the Cost of Service and Rate Design scope elements. Deliverables will include the following:

### Revenue Requirement Update

At this time, the City needs consulting services for a sewer rate study that will forecast the revenue requirements and recommend a rate increase strategy to meet those requirements. A revenue requirement analysis forecasts a utility’s financial obligations and compares them against a utility’s existing rate revenues. If there is a forecasted deficiency, the utility may need to increase rates.

This revenue requirement forecast will update the overall level of rate revenue assuming across-the-board rate increases. “Across-the-board” increases means that the existing rate structure will remain in place, and all rates will increase by the same percentage each year, as needed to generate sufficient revenues for the City’s sewer utility. The rate study period will be limited to ten-years, or shorter, to match the City’s existing capital plan.

### Cost of Service and Rate Design Analysis

The appropriate relationship between various customer classes (e.g. single family, multi-family, commercial, etc.) is established through a cost of service study, which evaluates how each group of customers places demands on the system. Results may indicate that one customer class is subsidizing another. In this case, one group’s rates may increase while other classes decrease or remain level.

This task also allows for a review of the City’s existing rate structure, with up to one alternative rate structure that incorporates findings from the cost of service analysis, while incorporating rate structure elements that are commonly used in the industry. Based on preliminary input from City staff, we will be looking for ways to simplify the rate design.

In simple terms, the revenue requirement forecast tells us the size of the “pie” that is needed, while the cost of service analysis tells us how the pie should be equitably sliced among the various customer groups. The first is a test of rate sufficiency while the second is a test of rate equity.

For each of the two items above, the scope of work is separated into **Technical** and **Process** tasks.

## REVENUE REQUIREMENT UPDATE

### Technical Tasks

#### Task A-1: Kickoff Meeting (Onsite) – 1 meeting

Conduct an on-site kickoff meeting with the project manager and other key staff from the City to review the project, methodology, timelines, expectations, and desired outcomes.



### **Task A-2: Data Collection & Validation**

Submit a written data request for the data needed to complete the study. Review and validate data.

### **Task A-3: Revenue Requirement & Capital Funding Analysis**

The revenue requirement forecast will involve the following subtasks:

- Financial Policies Evaluation - Review (and update if necessary) Anacortes' existing financial policies dealing with operating and capital reserves, capital funding strategies, and debt management.
- Capital Financing Plan - Evaluate capital funding options, and develop a financing plan for the Capital Improvement Program (CIP). The analysis will include a forecast of capital funding needs, potential borrowing requirements, and associated cash flows and cash balances over the study period.
- Operating Forecast – Prepare an operating forecast primarily based on the most recent budget documents available. In addition, incorporate engineering planning growth forecasts, and integrate additional O&M expenses, if any, resulting from the CIP and any other known changes in operating requirements.
- Revenue Needs Assessment - Integrate financial policies, capital financing impacts and the operating forecast, and develop an operating cash flow forecast over the study period. Compare forecasted financial requirements against forecasted revenue under existing rates to determine the revenue adjustments needed to ensure financial sustainability over time.
- Rate Forecast - Apply annual rate adjustments “across-the-board” to the existing rate structure and develop a rate forecast for the study period. Note: this portion of the scope does not include changes to the existing rate structure.

## **Process Tasks**

### **Task A-4: Meetings & Materials (2 meetings)**

Prepare materials and presentation for the following meetings:

- Review Preliminary Results with City staff (on-site) – 1 meeting
- City Council Meeting Presentation (on-site) – 1 meeting

### **Task A-5: Documentation**

Document the revenue requirement forecast and rate strategy in a technical memo.

### **Task A-6: Project Management**

Perform work paper documentation, internal scheduling and workload planning, invoicing, client correspondence, and other project management tasks throughout the study.

## **COST OF SERVICE AND RATE DESIGN ANALYSIS**

### **Technical Tasks**

#### **Task B-1: Data Collection & Validation**

Collect and validate additional data if the City chooses to pursue the cost of service and rate design task.

### **Task B-2: Customer Statistics Analysis**

Analyze the current customer statistics of the City sewer utility. The customer statistics analysis validates the underlying customer dataset and revenue generation under existing rates, for use in assessing cost of service shifts. This is a critical step; it provides a baseline for analyzing any shifts in the distribution of costs by customer class.

We then apply prevailing rates to the customer statistics and calculate revenues by customer class. The calculated revenues are tested against actual reported revenues by customer class to determine if the underlying data set is valid. Depending on the outcome, this could include follow-up with staff to determine potential reasons for any discrepancies before moving forward.

### **Task B-3: Cost of Service & Rate Design Analysis**

#### Cost of Service Analysis

Evaluate customer statistics, system planning criteria, and allocate plant assets and costs to customer classes. This analysis provides a defensible basis for assigning an equitable share of costs to customer groups based on the demands each group places on the system. Subtasks will include:

- Functional Allocation of System Assets and Expenses – Determine allocation factors to assign to system assets and expenses to functional components. The functional components for sewer typically include categories for Customer, Flow, TSS, and BOD.
- Distribution of Costs to Customer Classes – Using the customer statistics analysis and functional cost allocation, allocate system costs to customer classes in proportion to system demand.

#### Rate Design Alternative

Review and analyze current utility rate structure. Prepare up to one (1) alternative rate design scenario. Recommend rate modifications reflective of cost-of-service findings and policy objectives. Evaluate and demonstrate the ability of the resulting rates to generate the projected and required revenues by testing rates against composite system customer demands. Identify revenues to be generated from the fixed and volume-based components of the rate structures to ensure adequate revenue stability. Prepare a set of sample bills to illustrate the impact that a new rate structure may have on a variety of customer groups.

## **Process Tasks**

### **Task B-4: Additional Meetings & Materials (2 meetings)**

Additional meetings will be needed if the City pursues the cost of service and rate design analysis. This scope allows for following additional meetings, assuming that the revenue requirement discussion is separated from the cost of service and rate design discussion:

- Review Preliminary Results with City staff (on-site) – 1 meeting
- City Council Meeting Presentation (on-site) – 1 meeting

### **Task B-5: Additional Documentation**

Document the cost of service and rate design results in a technical memo. Depending on the timing of study elements, this task could possibly be combined with the revenue requirement memo.



## BUDGET ESTIMATE

The table below summarizes our estimated cost to perform the entire task plan: **\$53,400.**

If only the revenue requirement is desired, the estimated cost is **\$28,000.**

The incremental cost of the cost of service and rate design analysis is **\$25,400.**

| City of Anacortes<br><br>Sewer Rate Study                     | Consultant Hours      |                              |         |         |         | Total<br><br>Labor Hours | Budget    |
|---------------------------------------------------------------|-----------------------|------------------------------|---------|---------|---------|--------------------------|-----------|
|                                                               | Principal             | Senior<br>Program<br>Manager | Manager | Analyst | Admin   |                          |           |
|                                                               | Ghilarducci           | Wilson                       | Aaker   | TBD     | Support |                          |           |
|                                                               | Hourly Billing Rates: | \$260                        | \$210   | \$175   | \$130   |                          |           |
| <b>Revenue Requirement Update</b>                             |                       |                              |         |         |         |                          |           |
| <b>Technical Tasks</b>                                        |                       |                              |         |         |         |                          |           |
| Task A-1: Kickoff Meeting Onsite (1)                          |                       | 6                            | 6       |         |         | 12                       | \$ 2,310  |
| Task A-2: Data Collection / Validation                        |                       | 2                            | 6       | 12      |         | 20                       | \$ 3,030  |
| Task A-3: Revenue Requirement & Capital Funding Analysis      | 4                     | 2                            | 16      | 44      |         | 66                       | \$ 9,980  |
| <b>Process Tasks</b>                                          |                       |                              |         |         |         |                          |           |
| Task A-4: Other Meetings & Presentation Materials             |                       |                              |         |         |         |                          |           |
| Review Preliminary Results Onsite (1)                         |                       | 6                            | 6       | 2       |         | 14                       | \$ 2,570  |
| Council Meeting Presentation Onsite (1)                       | 1                     | 8                            | 8       | 4       |         | 21                       | \$ 3,860  |
| Task A-5: Documentation                                       | 2                     | 4                            | 6       | 16      |         | 28                       | \$ 4,490  |
| Task A-6: Project Management                                  |                       | 2                            | 4       |         | 4       | 10                       | \$ 1,460  |
| Expenses: Mileage (\$0.54 per mile)                           |                       |                              |         |         |         |                          | \$ 300    |
| Total Revenue Requirement Task                                |                       |                              |         |         |         |                          | \$ 28,000 |
| <b>Cost of Service &amp; Rate Design Analysis</b>             |                       |                              |         |         |         |                          |           |
| <b>Technical Tasks</b>                                        |                       |                              |         |         |         |                          |           |
| Task B-1: Additional Data Collection / Validation             |                       |                              | 2       | 4       |         | 6                        | \$ 870    |
| Task B-2: Customer Statistics Analysis                        |                       | 2                            | 6       | 24      |         | 32                       | \$ 4,590  |
| Task B-3: Cost of Service Analysis & Rate Design Alternatives | 2                     | 6                            | 16      | 36      |         | 60                       | \$ 9,260  |
| <b>Process Tasks</b>                                          |                       |                              |         |         |         |                          |           |
| Task B-4: Additional Meetings & Presentation                  |                       |                              |         |         |         |                          |           |
| Review Preliminary Results Onsite (1)                         |                       | 6                            | 6       | 2       |         | 14                       | \$ 2,570  |
| Council Meeting Presentation Onsite (1)                       | 1                     | 8                            | 8       | 4       |         | 21                       | \$ 3,860  |
| Task B-5: Additional Documentation                            | 1                     | 4                            | 8       | 12      |         | 25                       | \$ 4,060  |
| Expenses: Mileage (\$0.54 per mile)                           |                       |                              |         |         |         |                          | \$ 190    |
| Total Cost of Service & Rate Design Task                      |                       |                              |         |         |         |                          | \$ 25,400 |
| Total Revenue Requirement Update                              | 7                     | 30                           | 52      | 78      | 4       | 171                      | \$ 28,000 |
| Total Cost of Service & Rate Design Analysis                  | 4                     | 26                           | 46      | 82      | 0       | 158                      | \$ 25,400 |
| Total Project Cost                                            | 11                    | 56                           | 98      | 160     | 4       | 329                      | \$ 53,400 |

## TIMELINE

We estimate that this study will take 3-4 months. With a notice to proceed and data from the City by the middle of July, we can have preliminary results by the end of September and a draft technical memo by the end of October. We will be available to present the results thereafter. If you need it sooner than that, let us know, but that schedule will be our default assumption.





# City Council Agenda Bill

**Meeting Date:** 6/25/2018

**Agenda Item:** 7a

**Subject:** Anacortes Senior Activity Center Foundation donation to the Anacortes Senior Activity Center

**Staff Contact:** Sally Hill, ASAC Administrator

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

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

**Summary Statement:** The Anacortes Senior Activity Center Foundation (Foundation) has long supported the Anacortes Senior Activity Center (ASAC) with financial contributions to enhance the center. The Foundation has a history of augmenting the budget allocated to the facility to help with day-to-day expenses and long-term capital improvements. Most recently, the Foundation installed a state of the art audiovisual system in the Great Room. The audiovisual system expands uses for both the ASAC programming and community use.

The audio visual system includes:

|                              |                     |
|------------------------------|---------------------|
| Wireless Microphone Receiver | \$ 600.00           |
| Wireless Microphone          | \$ 300.00           |
| Wireless Microphone          | \$ 300.00           |
| Wireless Microphone          | \$ 300.00           |
| Projector                    | \$ 10,000.00        |
| Tablet                       | \$ 1,000.00         |
| Wireless Access Point        | \$ 100.00           |
| Audio Device                 | \$ 1,500.00         |
| Router                       | \$ 100.00           |
| Audio Device                 | \$ 4,000.00         |
| DM Room Controller           | \$ 600.00           |
| Wireless Transmitter         | \$ 1,000.00         |
| HDMI Splitter                | \$ 2,000.00         |
| Wireless Microphone Receiver | \$ 600.00           |
| <b>TOTAL</b>                 | <b>\$ 22,400.00</b> |

*Summary*

|                           |                     |
|---------------------------|---------------------|
| Microphones and Receivers | \$ 3,100.00         |
| Projector                 | \$ 10,000.00        |
| Audio/Video System        | \$ 9,300.00         |
| <b>TOTAL</b>              | <b>\$ 22,400.00</b> |

Upon acceptance of this donation, the City will assume responsibility for maintenance and upkeep of the system.

| Budget Impact              |          |
|----------------------------|----------|
| Amount Budgeted            |          |
| Budget Account (BARS)      |          |
| Proposed Expenditure       |          |
| Budget Amendment Required? | No       |
| Revenue Source             | Donation |

| Proposed Contract |  |
|-------------------|--|
| Contractor        |  |
| Amount            |  |
| Start Date        |  |
| End Date          |  |

**Previous Council/Committee Action:** N/A

**Competing Viewpoints Considered:** N/A

**Recommended Motion:** I move to accept the donation from the Foundation to improve the audiovisual capabilities at the Anacortes Senior Activity Center and assume responsibility for the upkeep and maintenance of the system.

**Alternative Actions:**

**Attachments** (listed in order presented): Donation letter

ANACORTES  
SENIOR  
*activity*  
CENTER

Helping Seniors Thrive



June 18, 2018

Anacortes City Council  
City of Anacortes  
P.O Box 547  
Anacortes, WA 98221

Dear Council Members,

The Anacortes Senior Activity Center Foundation is pleased to make available to the Anacortes Senior Activity Center, a new state-of-the-art audio-visual system. This system represents a significant enhancement to the Center, which will be of use for both Senior Activity Center programs as well as community events.

The system includes a 7' x 11' electric screen, a ceiling mounted projector, a DVD player, a podium and an array of microphones.

It is the mission of the Anacortes Senior Activity Center Foundation to "enrich the Center through opportunities and financial support". We appreciate partnering with the City of Anacortes to serve seniors and others in our community.

Sincerely,

Barbara Cooper, President  
Anacortes Senior Activity Center Foundation



# MOA: Anacortes Senior Activity Center Foundation

June 25, 2018



# ASAC Foundation

- The Anacortes Senior Activity Center (ASAC) Foundation has provided support for the Center since 1980
- The Foundation is run entirely by volunteers
- The Foundation has been very engaged in supporting the Center:
  - Successful fundraising (over \$34,000 last year)
  - Support for ASAC programming
  - Seeking grant opportunities
  - Kitchen, office, and garden supplies/expenses
  - New AV equipment
  - Senior Center facility improvements
  - Volunteer recognition events
  - Admin Assistant position
- The Foundation plays a central role in the success of the ASAC!







# ASAC Transition to the City

- The ASAC became a division of the City in 2017 as a result of an ILA with Skagit County
- To articulate the relationship between the City and Foundation, City staff and the Foundation Board have negotiated a Memorandum of Agreement
- Goals of the MOA:
  - Clarify roles and responsibilities
  - Provide procedures for financial and staff support
  - Align efforts so the two organizations can maximize their impact
  - To recognize the valuable relationship between the parties







# MOA: Basic Terms



- Term:
  - Initial Term: 6 years starting 1/1/2019
  - Renewal Terms: Automatically renewing for 3 years
- Administrative Assistant transition to City employment
- Insurance: The Foundation will secure liability insurance
- Liability: Foundation will hold the City harmless for Foundation activities



# MOA: Mechanics of the Relationship between City and Foundation

## ► Communication

- The Administrator of the ASAC (Sally Hill) is the Foundation's City liaison
- The Board shall provide an annual financial report to the City

## ► Budget

- Foundation activities and expenditures will align with ASAC plans, goals, and policies
- Foundation will set annual budget to support ASAC in coordination with Administrator
- Foundation may award additional funds for ASAC if requested or approved by the Administrator

## ► Staff

- City staff may spend reasonable amounts of time supporting Foundation efforts (fundraising, etc.)
- The Administrator is an ex-officio member of the Board with no voting privileges
- City staff may not hold voting positions on the Foundation Board



# Administrative Assistant

- ASAC Administrative Assistant is currently an employee of the Foundation
- The Admin Assistant primarily supports ASAC operations, but will continue to provide reasonable support to the Foundation
- The Parties would like to transfer the position to the City, effective January 1, 2019
- If approved, the City would be responsible for salary and benefits
- The Foundation will contribute to the City for six years to offset employment costs
- Initially, staff anticipates City costs of around \$12,000 annually for position wages and benefits

| Year | ASAC<br>Foundation<br>Contribution |
|------|------------------------------------|
| 2019 | \$30,000                           |
| 2020 | \$30,000                           |
| 2021 | \$24,000                           |
| 2022 | \$18,000                           |
| 2023 | \$12,000                           |
| 2024 | \$6,000                            |



Questions?

Thank you!



# City Council Agenda Bill

**Meeting Date:** 6/25/2018

**Agenda Item:** 7b

**Subject:** MOA between the City and the ASAC Foundation

**Staff Contact:** Emily Schuh, 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? |
|             | Resolution No. |
| X           | Contract       |
|             | Public Hearing |
|             | Staff Report   |

**Summary Statement:** The attached MOA provides a framework for how the Anacortes Senior Activity Center Foundation and the City will work together to support the Center's work.

## **Background:**

1. History: The ASAC became part of the City in 2017. The Foundation has provided excellent support for senior programming at the ASAC for many years. To clarify the parties' roles and responsibilities and define how the two organizations will work together in the future, the MOA was developed with cooperation between City staff and Foundation Board members. The Foundation Board approved the MOA on Tuesday, June 19, 2018. City staff anticipate that this MOA will provide a good model for agreements with all other foundations that support City activities.
2. Key Terms:
  - a. Term: Initial term of 6 years from 1/1/19 through 12/31/2024
  - b. Price: Foundation will pay City \$30k/year for 2 years, then a 20% reduction in subsequent 4 years towards the Admin Assistant salary
3. Competitive Bidding: No competitive bidding is required for this MOA.

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

| Proposed Contract |  |
|-------------------|--|
| Contractor        |  |
| Amount            |  |
| Start Date        |  |
| End Date          |  |

**Previous Council/Committee Action:** N/A

**Competing Viewpoints Considered:** Postpone moving forward with Foundation MOA



**Recommended Motion:** I move we authorize Mayor Gere to sign the attached MOA between the City of Anacortes and the Anacortes Senior Activity Center Foundation.

**Alternative Actions:** N/A

**Attachments** (listed in order presented): Proposed MOA



## MEMORANDUM OF AGREEMENT

between the

**CITY OF ANACORTES**

and the

**ANACORTES SENIOR ACTIVITY CENTER FOUNDATION**

This Memorandum of Agreement ("MOA"), executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018, is made by and between the City of Anacortes, a Washington Municipal Corporation (the "City"), and the Anacortes Senior Activity Center Foundation, a 501(c)(3) non-profit corporation located in Anacortes, Washington ("the Foundation"), collectively referred to as "the Parties."

### RECITALS

**WHEREAS**, the mission of the Foundation is to enrich the Anacortes Senior Activity Center ("ASAC") through opportunities and financial support. The Foundation endeavors to augment, not replace, tax-based support for the ASAC by securing donations, funding and endowments beyond the scope of the ASAC operating budget; and

**WHEREAS**, The Foundation was incorporated in 1980 as a tax-exempt, charitable, non-profit organization with 501(c)(3) status to secure, manage and distribute donations for supporting both short-term and long-term needs of the ASAC, which became a division of the City in 2017; and

**WHEREAS**, the ASAC became a division of the City in 2017 as a result of the Interlocal Cooperation Agreement between Skagit County and the City of Anacortes for Provision of Community Services at the Anacortes Senior Activity Center, by which the City assumed responsibility for ASAC operations and programming from the County. The ASAC's mission is to create a place where seniors thrive; and

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

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

**WHEREAS**, the City strives to promote equal access to quality resources that serve the social, nutritional, technological, educational, and cultural needs and interests of Anacortes seniors by promoting, advocating, and consistently striving to achieve the highest level of senior services; and

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

**WHEREAS**, the Foundation presently employs the ASAC Administrative Assistant. The Parties wish to transfer the Administrative Assistant to a City employee, with the Foundation contributing funds for a period of years to ease the financial burden of the transition on the City; and

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

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

## **AGREEMENT**

### **1. General Operating Procedures**

- a. The Foundation agrees to operate according to its Articles of Incorporation, Bylaws, and approved Foundation policies. The Foundation agrees to organize and operate in such a manner that will retain the Foundation's legal status as a tax-exempt, non-profit organization pursuant to section 501(c)(3) of the Internal Revenue Code, or any successor statute.
- b. The Administrator of the ASAC ("Administrator") shall be the City official responsible for the administration of this MOA for the City, and is responsible for day-to-day ASAC operations.
- c. Any funds or grants received by the City, regardless of whether solicited by the Foundation separately or jointly with the City, shall not be appropriated to the Foundation unless so directed by the City Council pursuant to an ordinance adopted by City Council. Any funds or grants received by, or awarded or donated to the Foundation, regardless of whether solicited by the Foundation separately or jointly with the City, shall be accounted for in the Foundation's records and disbursed in accordance with the donor or grantor's instructions.
- d. Any and all jointly funded capital improvement projects which are included in the City's capital improvement budget shall not proceed until the City appropriates the funds for such project and until the Foundation transfers its share of the appropriation or provides assurances acceptable to the City of timely availability of such funds.
- e. The Administrator and other City staff may engage in reasonable efforts in their capacities as City employees to support Foundation activities, provided those efforts do not interfere with their duties for the City.



- f. The City and the Foundation may engage in joint promotional efforts, including marketing and the solicitation of funding through grants.
- g. The Foundation agrees to provide a corporate structure for managing private donations, including endowments and grants, that do not create undue obligations for the ASAC and assures donors that their contributions will be utilized for the intended purpose when specified.
- h. Charitable solicitation registrations shall be maintained. The operating budget and annual financial report of the Foundation will be made available upon request.
- i. The Foundation may organize staff and volunteers to conduct its business and fulfill its responsibilities to the ASAC and agrees that the ASAC Administrator is an ex-officio member of the Board and therefore has no vote on Board issues. The Foundation will not allow any City staff to hold voting positions or vote on Board issues. The Foundation shall plan, direct, coordinate and conduct activities for raising funds from private sources.
- j. The Foundation staff and the ASAC's staff will work closely on the overall advancement of the ASAC's image, visibility, and public understanding of its needs.
- k. Frequent and effective communication between the ASAC and the Foundation will be maintained.
- l. Donors have a choice between donating gifts to the Foundation or the City for the ASAC. The Foundation shall provide donor forms and literature about the Foundation to the ASAC for distribution to potential donors. Any undesignated donation shall be given to the Foundation.
- m. It is understood that the activities of the Foundation are to be conducted for the benefit of the ASAC and must be consistent with the ASAC's plans, programs and policies. It is agreed that the Foundation shall not solicit or accept gifts for any use specified by the donor that is inconsistent with the ASAC's goals and policies.
- n. The Foundation will maintain policies and procedures for the review and acceptance of gifts and donations. The Foundation will maintain records of gifts.
- o. The Foundation will assist where appropriate in the overall advocacy of the ASAC for County, State, and Federal funding. A united front on both entities will leverage greater public funding and attention.
- p. The Foundation may retain professional services to manage investments.
- q. The Foundation shall provide the ASAC and the City with its annual financial report that will include a summary of gifts and donations received during the past year, investment performance and operating income and expenses.
- r. The Foundation shall maintain adequate insurance coverage.

- s. The parties shall develop further specific operating procedures as needed to provide for efficient and effective operations and accountability for funds received and disbursed.

## 2. Term

The initial term of this MOA shall be six (6) fiscal years, beginning on January 1, 2019 and running through December 31, 2024, subject to the right of either party to terminate this MOA at any time by giving the other party at least ninety (90) days' written notice, in advance, of its intent to terminate. In the absence of such termination, upon the expiration of the initial term and upon the expiration of each successive term thereafter, this MOA will automatically be extended for three (3) year terms.

## 3. Acceptance of Gifts by the Foundation.

- a. The Foundation agrees that in accepting gifts of all kinds, the Foundation shall:

- 1) Advise donors that any restrictive terms and conditions the donor attaches to gifts for the ASAC are subject to the Foundation Board of Trustees approval.
- 2) Consult with the Administrator in advance to ensure that gifts designated for specific purposes are in compliance with the City's policies and ASAC's master plans, vision, mission and philosophy before accepting the gift.
- 3) Receive prior written approval from the Mayor for any gift, grant, or contract that includes a financial or contractual obligation binding upon the City.
- 4) Be responsible for reporting the use of donor funds to the donor.
- 5) Gifts that, in the Board's sole discretion, are of de minimis value are exempt from the requirements of this Paragraph 3(a).

- b. The Foundation shall communicate the following information to prospective donors:

- 1) The Foundation is a separate, legal entity organized for the purpose of encouraging voluntary, private gifts, trusts, endowments and bequests for the benefit of the ASAC.
- 2) Responsibility for governance of the Foundation, including investment of gifts and endowments, resides with the Foundation Board of Directors.
- 3) Any gift made for a designated purpose will be dedicated in its entirety to that purpose unless (i) it is specifically understood by the donor when the gift was made, or subsequently agreed to by the donor in writing,

that the gift can be used for another purpose; or (ii) the City objects to the designated purpose of the gift.

4. Foundation support for ASAC

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

5. City Responsibilities

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

6. Foundation Responsibilities

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



## 7. Administrative Assistant Position

- a. Effective January 1, 2019 pending City Council budget approval, the ASAC Administrative Assistant shall no longer be an employee of the Foundation and shall transition to a City employee.
- b. For the first two years of this Agreement, the Foundation shall pay to the City each year thirty thousand dollars (\$30,000) to help cover the salary and benefits of the Administrative Assistant for the ASAC. For the next four years (years three through six), the Foundation shall make annual payments that shall be reduced by 20% each year as follows:
  - 1) Year three: The Foundation shall pay to the City twenty four thousand dollars (\$24,000).
  - 2) Year four: The Foundation shall pay to the City eighteen thousand dollars (\$18,000).
  - 3) Year five: The Foundation shall pay to the City twelve thousand dollars (\$12,000).
  - 4) Year six: The Foundation shall pay to the City six thousand dollars (\$6,000).
  - 5) Year seven and each year thereafter, the Foundation will not be responsible for payment to the City to contribute to the Administrative Assistant position salary or benefits.

## 8. General Terms and Conditions

- a. In the execution and performance of this MOA, the City and the Foundation act independently and not as agents, employees, partners or joint venturers. The agents or employees of one party shall not be construed to be the agents or employees of the other. City employees shall remain employees of the City, notwithstanding the fact that they may assist the Foundation.
- b. Neither the City nor its agents, volunteers, servants, employees or officials shall be responsible or liable for any claim or suit arising from contracts, agreements, understandings or arrangements made by the Foundation with any person or entity covering services or goods procured by the Foundation, or for the negligent or willful acts of the Foundation or those for whom the Foundation acts.
- c. Insurance: The Contractor shall secure and maintain in full force and effect during performance of any on-site work pursuant to this Agreement a policy of comprehensive general liability insurance providing coverage of at least \$1,000,000 per occurrence for personal injury; \$2,000,000 per occurrence and aggregate for property damage. The City shall be named as an additional insured on the General Liability Policy and shall include a provision prohibiting

cancellation of said policy, except upon thirty (30) days written notice to the City. Certificates of coverage shall be delivered to the City within fifteen (15) days of execution of this Agreement. Certificates of coverage shall be obtained in accordance with this provision by Contractor's subcontractors, first-tier and lower tier, who may contemplate working on City premise.

- 1) Minimum scope of insurance that shall be maintained by the Contractor is as follows:

Commercial General Liability insurance shall be written on ISO occurrence from CG 00 01 and shall cover liability arising from premises, operations, independent Contractors and personal injury and advertising injury. **The City shall be named as an insured** under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

- 2) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII (except for Professional Liability, which shall have a rating of not less than A:V, and Workers Compensation provided by Washington State, which shall not be subject to this requirement).
- 3) Verification of Coverage: Contractor shall furnish the City with original certificates and a copy of the amendatory endorsement, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.
- 4) Failure to Maintain Insurance: Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
- 5) City Full Availability of Contractor Limits: If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

- d. The parties agree that if there is a dispute as to any provision of this MOA, or if either party materially breaches or fails to perform its obligations under this MOA, the other party may give notice in writing of the dispute or material breach. The parties agree to meet to resolve the dispute or material breach within thirty (30) days of receipt of the notice.
- e. Any notice or notices required or permitted to be given pursuant to this Agreement shall be given by certified mail, postage prepaid, return receipt required, as follows:

To the City:                    Administrator, Anacortes Senior Activity Center  
                                         1220 10th Street  
                                         Anacortes, WA 98221

To the Foundation:    President, ASAC Foundation Board  
                                         1220 10th Street  
                                         Anacortes, WA 98221

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



capacity and not as an agent of the ASAC. Each party agrees to be responsible for any negligent acts or omissions which may occur during the performance of this agreement and which result in claims by individuals or entities not parties to this agreement.

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

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

CITY OF ANACORTES

By: \_\_\_\_\_ Date: \_\_\_\_\_

Laurie Gere, Mayor

ANACORTES SENIOR ACTIVITY CENTER FOUNDATION

By: \_\_\_\_\_ Date: \_\_\_\_\_

Barbara Cooper, President



# City Council Contract Agenda Bill

**Meeting Date:** 6/25/2018      **Agenda Item:** 7c

**Subject:** Contract Award - 2018 Sanitary Sewer Line Rehabilitation

**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 \$336,057.05 to Allied Plumbing and Pumps, LLC dba/Allied Trenchless to perform the 2018 Sanitary Sewer Line Rehabilitation. The work provided for this project will include all materials, equipment, labor and related items necessary to re-line by Cured-In-Place-Pipe (CIPP), 600 LF of 21-inch, 600 LF of 18-inch, 600 LF of 15-inch, 1500 LF of 12-inch, 300 LF of 10-inch, 980 LF of 8-inch and 505 LF of 6-inch sanitary sewer pipe and cutting out side laterals. Work take place in the locations outlined in the vicinity maps.

**Background:**

1. **History:** This project is part of the City's ongoing Inflow and Infiltration (I&I) program. M Avenue Sewer line has had markedly increased flow due to a sewer conversion, manholes have been replaced, and the road is being paved.
2. **Key Terms:**
  - Total contract price of \$336,057.05.
  - Work shall begin within Ten (10) Calendar days from the date of the Notice to Proceed. Physical Completion shall be achieved within Sixty (60) Working days after the work commences.
3. **Competitive Bidding:** On May 30, 2018 the City solicited bids for the subject project and on June 12, 2018 a bid opening was conducted and 5 bids were received. The Engineer's estimate for the project was \$337,000.00. Allied Plumbing and Pumps, LLC dba/Allied Trenchless 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 18-021-SEW-002 with Allied Plumbing and Pumps, LLC dba/Allied Trenchless in the amount of \$336,057.05 to perform the 2018 Sanitary Sewer Line Rehabilitation.

**Alternative Actions:** N/A

**Attachments:** Bid Results, Vicinity Maps, Contract 18-021-SEW-002

|                            |                                                         |
|----------------------------|---------------------------------------------------------|
| Contractor                 | Allied Plumbing and Pumps, LLC<br>dba/Allied Trenchless |
| Contract Amount            | \$336,057.05                                            |
| Earmarked Funds            | \$737,000.00                                            |
| BARS #                     | 440.000.594.35.63                                       |
| Budget Amendment Required? | No                                                      |
| Start Date                 | Notice to Proceed                                       |
| End Date                   | 60 working days                                         |



**BID OPENING DATE: June 11, 2018**

[illegible]



# City of Anacortes

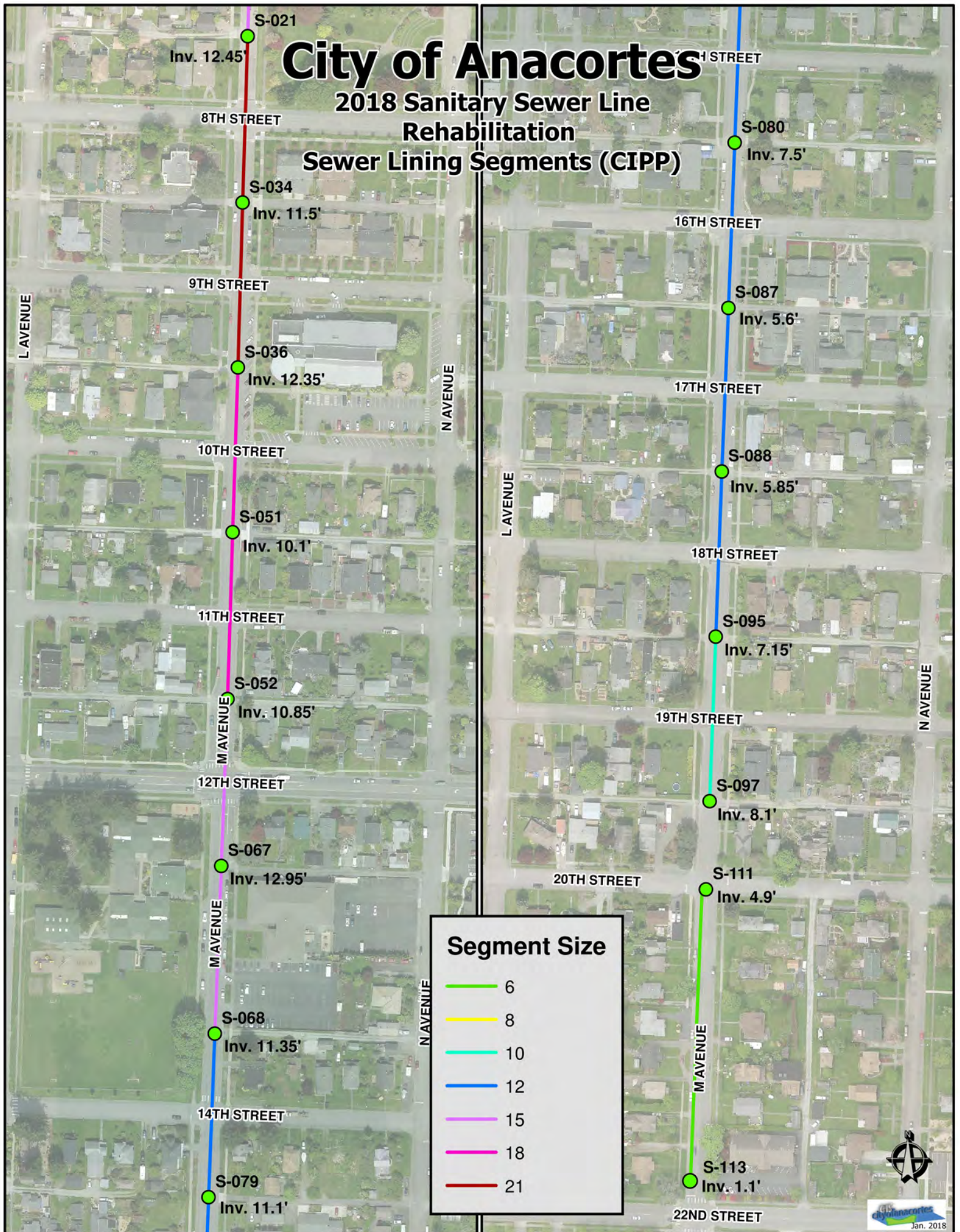
## 2018 Sanitary Sewer Improvements Segment Lining Project (CIPP)





# City of Anacortes

## 2018 Sanitary Sewer Line Rehabilitation Sewer Lining Segments (CIPP)





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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. **Moreover, the Bidder declares by signing the signature page of this Proposal that the following statement is true and correct:**

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

The bidder declares that 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 calendar days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bonds and all Certificates of Insurance required therein and will, to the extent of 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 Project Manager designated thereunder.

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

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

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

NOTICE TO BIDDERS:

IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.



2018 SANITARY SEWER LINE REHABILITATION  
BID PROPOSAL  
18-021-SEW-002  
PAGE 4 OF 4

Name of Bidder: Allied Trenchless  
Mailing Address: 246 W Manson Hwy #124, Chelan, WA 98816  
Contact Name: Ron Smiley  
City, State, Zip: Chelan, WA 98816  
Business Telephone: 509-855-5070 Cell Phone: 509-699-9912  
Email Address: alliedtrenchless@gmail.com  
Contractor's State License No: ALLIEPP914MA  
UBI Number: 602 903 890  
DUNS Number: \_\_\_\_\_

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

(Corporate Seal) Allied Trenchless \_\_\_\_\_  
Name of Bidder Title  
6-11-18 RS \_\_\_\_\_  
Date Signature of Bidder  
Ron Smiley owner \_\_\_\_\_  
Print Name and Title of Signatory

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

I have received and examined the following addenda as part of the contract documents.

|     |          |      |               |         |           |
|-----|----------|------|---------------|---------|-----------|
| No. | <u>1</u> | Date | <u>6/4/18</u> | Initial | <u>RS</u> |
| No. | _____    | Date | _____         | Initial | _____     |
| No. | _____    | Date | _____         | Initial | _____     |

NOTICE TO BIDDERS:

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IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.



**2018 SANITARY SEWER LINE REHABILITATION  
BID PROPOSAL  
18-021-SEW-002  
PAGE 2 OF 4**

The work provided for this project will include all materials, equipment, labor and related items necessary to re-line by Cured-In-Place-Pipe (CIPP), 600 LF of 21-inch, 600 LF of 18-inch, 600 LF of 15-inch, 1500 LF of 12-inch, 300 LF of 10-inch, 980 LF of 8-inch and 505 LF of 6-inch sanitary sewer pipe, cutting out laterals, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

**BID PROPOSAL  
2018 SANITARY SEWER LINE REHABILITATION  
18-021-SEW-002**

| ITEM NO. | QTY  | UNIT OF MEASURE | ITEM DESCRIPTION                                     | UNIT PRICE (Figures)                   | TOTAL AMOUNT (Figures) |
|----------|------|-----------------|------------------------------------------------------|----------------------------------------|------------------------|
| 1        | 1    | MC              | MINOR CHANGES<br>1-04.4(1)                           | \$15,000.00<br>Allowance               | \$15,000.00            |
| 2        | 1    | LS              | MOBILIZATION<br>1-09.7                               | At<br>\$ <u>30,000</u><br>Per Lump Sum | \$ <u>30,000</u>       |
| 3        | 1    | LS              | PROJECT TEMPORARY TRAFFIC CONTROL<br>1-10.5          | At<br>\$ <u>10,000</u><br>Per Lump Sum | \$ <u>10,000</u>       |
| 4        | 1    | LS              | TEMPORARY EROSION/ WATER POLLUTION CONTROL<br>8-01.5 | At<br>\$ <u>500</u><br>Per Lump Sum    | \$ <u>500</u>          |
| 5        | 1    | LS              | SPCC PLAN<br>1-07.15(1)                              | At<br>\$ <u>500</u><br>Per Lump Sum    | \$ <u>500</u>          |
| 6        | 600  | LF              | RE-LINING 21-INCH PIPE                               | At<br>\$ <u>102</u><br>Per Linear Foot | \$ <u>61,200</u>       |
| 7        | 600  | LF              | RE-LINING 18-INCH PIPE                               | At<br>\$ <u>71</u><br>Per Linear Foot  | \$ <u>42,600</u>       |
| 8        | 600  | LF              | RE-LINING 15-INCH PIPE                               | At<br>\$ <u>56</u><br>Per Linear Foot  | \$ <u>33,600</u>       |
| 9        | 1500 | LF              | RE-LINING 12-INCH PIPE                               | At<br>\$ <u>35</u><br>Per Linear Foot  | \$ <u>52,500</u>       |

NOTICE TO BIDDERS:

IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO [WWW.BXWA.COM](http://WWW.BXWA.COM) TO ENSURE RECEIPT OF ENTIRE SOLICITATION.



2018 SANITARY SEWER LINE REHABILITATION  
 BID PROPOSAL  
 18-021-SEW-002  
 PAGE 3 OF 4

BID PROPOSAL  
 2018 SANITARY SEWERLINE REHABILITATION  
 18-021-SEW-002  
 (Continued)

|    |     |    |                        |                                          |                      |
|----|-----|----|------------------------|------------------------------------------|----------------------|
| 10 | 300 | LF | RE-LINING 10-INCH PIPE | At<br>\$ <u>30.75</u><br>Per Linear Foot | \$ <u>9,225</u>      |
| 11 | 980 | LF | RE-LINING 8-INCH PIPE  | At<br>\$ <u>26</u><br>Per Linear Foot    | \$ <u>25,480</u>     |
| 12 | 505 | LF | RE-LINING 6-INCH PIPE  | At<br>\$ <u>25</u><br>Per Linear Foot    | \$ <u>12,625</u>     |
| 13 | 33  | EA | CUTTING OUT LATERALS   | At<br>\$ <u>500</u><br>Per Each          | \$ <u>16,500</u>     |
|    |     |    |                        | SUBTOTAL                                 | \$ <u>309,730</u>    |
|    |     |    |                        | SALES TAX (8.5%)                         | \$ <u>26,327.05</u>  |
|    |     |    |                        | TOTAL                                    | \$ <u>336,057.05</u> |

\*Note Rule WAC 458-20-170 applies. Sales tax is separately priced and added to the base bid price.

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

|                                                                                                                                        |                                 |
|----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <br>_____<br>Signature of Authorized Representative | <u>6-11-18</u><br>_____<br>Date |
| <u>Ron Smiley</u><br>_____<br>Print Name of Signatory                                                                                  | <u>owner</u><br>_____<br>Title  |

NOTICE TO BIDDERS: 15  
 IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO  
[WWW.BXWA.COM](http://WWW.BXWA.COM) TO ENSURE RECEIPT OF ENTIRE SOLICITATION.



Good Evening Mayor Gere, members of the Council and Community Members

My name is Lynn Christofersen and I am in my 14<sup>th</sup> year serving as the Community Services Director at Community Action.

I'm here tonight to share a story that shows the strength of our shared vision and how a small investment that you chose to make many years ago is paying dividends back to not only the citizens of Anacortes but to everyone in Skagit County.

***I'm asking you to again have the vision, courage and leadership to invest in a shared goal that will pay dividends into the future for Anacortes citizens and the greater Skagit Community.***

In 2006 Skagit County purchased a cold storage facility in Sedro Woolley. Commissioner Ted Anderson believed this facility could help store food for community members facing food insecurity. The Commissioners asked Community Action to manage this facility for the benefit of the 14 food banks and 5 hot meal programs serving community members with limited resources.

To meet that goal, Community Action began a campaign to expand the facility to include capacity for dry food storage. We are thankful that Anacortes had the leadership to invest \$5,000 in that vision.

Now, instead of each of those food banks driving down to Seattle to obtain donated food, Food Lifeline delivers a semi load once a week and Northwest Harvest and the Federal Food Commodity program make monthly deliveries. This effectively tripled the amount of available food for people experiencing food insecurity.

Food banks can either pick up their supplies or use the dry storage, refrigeration or freezer areas to store food until it is needed. Additionally food banks can use the storage facility for their other purchases and donations.

The Food Distribution Center created new capacity in the community and Terry Belcoe, our former Board President and CEO of NCCU, had the vision to raise funds that could purchase fresh fruits and vegetables from local growers. The Bite of Skagit, now Take a Bite, was born. With \$20,000 a year we are able to support local farmers and improve the nutritional value of foods being offered through food banks and hot meal programs.



With our new farming relationships we experienced a ***multiplying effect***. When farmers had surplus produce they asked us if we could use it. Imagine any of our individual foodbanks receiving a semi-load of cauliflower, that's about 13 big farm totes, but for the Skagit Food Distribution Center it's all in a day's work.

In 2017, 30 farmers donated over 282,000 pounds, some of which went to the Anacortes 100 and Salvation Army foodbanks in Anacortes, to serve the 1,918 community members who use those resources to meet family nutrition needs. Those numbers represent 11% of the current population of Anacortes. Food banks have become an integral part of helping families balance the high cost of housing with basic needs.

Paul Schissler, a local grant writer and consultant, saw an opportunity to leverage our relationships with farmers through a CDBG grant that supports small farm infrastructure. This \$840,000 federal grant will help 30 small farmers (in Skagit and Whatcom counties) invest in trucks, tractors, irrigation and other farm equipment that will help their businesses grow. In return they donate some of their produce to the Food Distribution Center. We currently have 17 farms in the program and are talking with a prospective farmer on Guemes.

In 2016 the Food Distribution Center helped 1,918 Anacortes residents access food at local food banks and overall 42,738, or 24%, of Skagit County residents were assisted.

Community Action has a vision for a service center that is the right size and has the right mix of services to meet current and emerging needs.

***Now, more than ever, we need your courage, vision and leadership to invest in this project.***

Services that support people with limited incomes and those experiencing homelessness are under attack in Skagit County. Only the support of leaders with vision will help us focus on the real community issue, the lack of housing, while also supporting immediate solutions to ease family suffering.

Please, look to the future, to your role in supporting Anacortes and your role in Skagit County and help us move into the future. For almost 40 years we've been serving Skagit County and we promise to be good stewards of your resources and to pay you great dividends well into the future.

Thank you for your time and attention.

Statement for City Council  
Meeting 6-25-18

Good evening, my name is Sharon Hannah and I'm in Helena Montana, at this moment, on a road trip.

I have only recently volunteered to be involved in Community Action of Skagit County since my retirement from Anacortes Middle School in September of 2017. As a volunteer driver, I have taken several residents from Anacortes to their appointments in Burlington, Mount Vernon, and Everett.

Working with Robert McCracken has been enjoyable as he is a professional and has all the procedures as to who, where and when I go after I accept the assignment. On these trips, I have met very nice people and enjoy chatting with them to and from their appointments. I feel like it's a win-win situation while serving others I also benefit from these experiences.

I've only had an opportunity to serve for 3 months and I look forward to many more months of being part of this organization.

At your service, Sharon Hannah

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At your service,

Sharon Hannah





## City Council Agenda Bill

**Meeting Date:** 6/25/2018    **Agenda Item:** 7d

**Subject:** Capital Pledge to Skagit Community Action Agency Services Center building

**Staff Contact:** Steve Hoglund

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

| Action Type |                     |
|-------------|---------------------|
|             | Ordinance No.       |
|             | Code Revision?      |
| x           | Resolution No. 2019 |
|             | Contract            |
|             | Public Hearing      |
|             | Staff Report        |

**Summary Statement:** Skagit Community Action is seeking support for the purchase of a new building. The attached resolution authorizes a pledge of \$35,000 towards that capital purchase.

**Background:** Community Action provided a presentation and request to City Council at the February 26, 2018 meeting. That request was for \$50,000. During Council discussions, it was suggested an Anacortes commitment be commensurate to the City's population against other commitments from other Cities. An agreement for \$25,000 is in place by the City of Sedro Woolley. Based on current population estimates for Sedro Woolley and Anacortes (rounded off to the nearest thousand) of 12,000 and 17,000 respectively, a commensurate pledge from Anacortes, rounded off to the nearest thousand, would be \$35,000.

| Budget Impact              |                   |
|----------------------------|-------------------|
| Amount Budgeted            |                   |
| Budget Account (BARS)      | 001.110.511.60.51 |
| Proposed Expenditure       | \$35,000          |
| Budget Amendment Required? | Yes               |
| Revenue Source             | Cash reserves     |

| Proposed Contract |  |
|-------------------|--|
| Contractor        |  |
| Amount            |  |
| Start Date        |  |
| End Date          |  |

**Previous Council/Committee Action:** Community Action presented its request to City Council on 2/26/18. The request was subsequently reviewed by the Finance Committee.

**Competing Viewpoints Considered:** The City should not contribute to the capital campaign, and no pledge should be made.

**Recommended Motion:** I move to adopt Resolution 2019 pledging \$35,000 towards the Skagit Community Action Agency new Services Center campaign.

**Alternative Actions**: Do not take action on the resolution.

**Attachments** (listed in order presented): Resolution 2019



**RESOLUTION NO. 2019**

**A RESOLUTION OF THE CITY OF ANACORTES AUTHORIZING A CASH  
PLEDGE TOWARDS THE CAPITAL CAMPAIGN OF THE SKAGIT COUNTY  
COMMUNITY ACTION AGENCY**

**WHEREAS**, Skagit Community Action Agency (SCAA) is a community based non-profit organization established under the Economic Opportunity Act of 1964 to move families and communities from poverty to prosperity, and

**WHEREAS**, based on 2016 figures it is estimated SCAA provided services to 2100 Anacortes residents by assisting in critical needs such as food, clothing and supplies provision; energy assistance and conservation education; transportation and home repair assistance; skill coaching, adult education and competency training to assist in job preparation and placement; as well as support for pregnant women and moms through nursing and social services, and

**WHEREAS**, SCAA is running a capital campaign to obtain funding to purchase a new permanent Services Center building to better equip SCAA to provide services, and

**WHEREAS**, the Anacortes City Council would like to support the SCAA new Services Center capital campaign,

**NOW THEREFORE**, be it resolved the Anacortes City Council that the City pledge \$35,000 to be paid to the Skagit Community Action Agency for the purchase of a permanent Services Center. The SCAA shall invoice the City for the full amount once it has entered into a commitment for the new Services Center building.

PASSED AND APPROVED this 25<sup>th</sup> day of June 2018.

CITY OF ANACORTES

By: \_\_\_\_\_  
Laurie Gere, Mayor

ATTEST:

\_\_\_\_\_  
Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Darcy Swetnam, City Attorney



## Anacortes City Council

### Proposed Agenda Items for the Next Eight Weeks Beginning July 2, 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.*

#### July 2, 2018

- Contract Award: Library RFID Equipment
- Public Meeting: Final Plat, Phase V of the Rock Ridge South Subdivision (Action)
- Public Meeting: 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)
- Resolution 2017: Transportation Benefit District 0.2% Sales Tax (for public vote in November) (Action)
- Resolution 2018: Transportation Benefit District Description and Funding Source Breakdown (Action)

\*\*\*\*\*

#### July 9, 2018

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

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#### July 16, 2018

- 2019/2020 Biennial Budget: Budget Categories (Discussion)
- Ordinance 3026: Amending the 2017/2018 Budget (Discussion/Possible Action)

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#### July 23, 2018

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#### August 6, 2018

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#### August 13, 2018

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#### August 20, 2018

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#### August 27, 2018

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#### Upcoming City Council Committee Meetings

*The public is welcome to attend City Council Committee Meetings.*

- Planning, Monday, Jun 25, 2018, 5:00 PM, Main Conference Room, City Hall
- Finance - CANCELLED, Wednesday, Jun 27, 2018, 5:00 PM,
- 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
- Public Works, Monday, Jul 16, 2018, 5:00 PM, Public Works Director's Office, City Hall

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