



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

February 3, 2020
6:00 p.m.

PRELIMINARY AGENDA

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Planning Commission Appointment (Action)
 - b. Fiber Committee
 - c. Public Works Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of January 27, 2020
 - b. Approval of Claims in the amount of: \$508,697.06
 - c. Contract Award: Reader Boards Purchase #20-042-ERR-001
 - d. Contract Award: AFD Command SUV Purchase #20-043-ERR-001
 - e. Ordinance 3063: Adopting Parks & Recreation Comprehensive Plan
6. **Public Hearings**
7. **Other Business**
 - a. * Acceptance of Donation for Senior Center Metal Roof (Discussion/Action)
 - b. * Year End Finance Update (Discussion)
 - c. * Ordinance 3062: Amending the 2019/2020 Budget (Action)
 - d. Contract Award: Wastewater Treatment Plant Outfall Pre-Design #20-032-SEW-002 (Action)
 - e. Contract Award: Wastewater Treatment Plant Outfall Permitting Services #20-032-SEW-003 (Action)
 - f. * Resolution 2072: Legislative Priorities (Action)
8. **Executive Session (20 Minutes)**
 - a. Potential Litigation or Litigation per RCW 42.30.110 (i)
9. **Adjournment**

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



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning February 10, 2020

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

February 10, 2020

- Interlocal Agreements #20-036-AFD-001, #20-036-AFD-002, #20-036-AFD-003 for Medical Grade Oxygen Cylinder Exchange Program (Consent)
- Street Fair Application - Shipwreck Day 2020 (Consent)
- Interlocal Amendment 2: BLS OTEP Training Course for AFD Training Hub #IL267 (Consent)
- Public Hearing: Approval of a Master Permit for Telecommunications Use of Right of Way for City of Anacortes/ACCESS Anacortes Fiber Internet Installation in accordance with AMC Chapter 5.38.040 (Discussion/Possible Action)
- State Auditor Presentation on Infrastructure and Security of City Computer Network (Discussion)
- Executive Session (30 Minutes) beginning 6:00 p.m. : Infrastructure and Security of City Computer Network (RCW 42.30.110(a)(ii))

February 18, 2020

- Contract Award: 2020 Waterline Replacements #20-010-WTR-001 (Action)

February 24, 2020

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

March 2, 2020

- Public Works GIS Demonstration (Discussion)

March 9, 2020

March 16, 2020

March 23, 2020

April 6, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Feb 3, 2020, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Feb 4, 2020, 10:00 AM, Mayor's Office, City Hall
- Port/City Liaison, Tuesday, Feb 4, 2020, 8:30 AM, City Hall
- Housing Affordability & Community Services, Thursday, Feb 6, 2020, 1:30 PM, Planning Director's Office, City Hall
- Community Center / Pool, Thursday, Feb 6, 2020, 3:30 PM, Third Floor Conference Room, City Hall
- Planning, Monday, Feb 10, 2020, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Feb 12, 2020, 5:00 PM, Main Conference Room, City Hall
- Public Works, Tuesday, Feb 18, 2020, 5:00 PM, Main Conference Room, City Hall
- Traffic Safety, Tuesday, Feb 18, 2020, 9:00 AM, Operations Shop
- Parks & Recreation, Thursday, Feb 20, 2020, 6:00 PM, Main Conference Room, City Hall
- Planning, Monday, Feb 24, 2020, 5:00 PM, Main Conference Room, City Hall



Laurie Gere, Mayor

CITY OF ANACORTES

904 6th Street Anacortes, WA 98221

Office: 360-299-1950

laurieg@cityofanacortes.org

www.anacorteswa.gov

City Council Memo

TO: Anacortes City Council
FROM: Laurie Gere, Mayor
DATE: January 28, 2020
RE: Appointment to the Planning Commission and Confirmation

Summary Statement:

The following appointment to the Planning Commission is being presented at the regular City Council meeting on February 3, 2020. The position I am appointing Frank Jeretzky to is the position previously held by Jeremy McNett. I appreciate the contribution of this volunteer and their willingness to serve our community. If you have any questions or feedback you wish to provide, please contact me prior to the meeting.

Appointed by the Mayor Requiring Confirmation by City Council

Appointments

Planning Commission

- Frank Jeretzky (effective February 1, 2020 until December 31, 2024)

Recommended Motion: I move that Frank Jeretzky be appointed to the Planning Commission.

From: noreply@civicplus.com
To: coa.mayor
Subject: Online Form Submittal: Talent Bank Application for Public Involvement
Date: Monday, November 4, 2019 9:32:30 AM

Talent Bank Application for Public Involvement

The City of Anacortes strives to build a productive working relationship between community members and city departments. Community members who serve on boards and commissions help to enhance diversity and ensure quality services to meet the needs of our city. We invite you to learn more about the community members who comprise these groups as they represent the voice of the community. If you would like to become an active part of any of the boards and commissions that the City of Anacortes offers please complete the talent bank application form or contact us with any questions you might have. If you're not selected right away, remember that many people apply and that there are not always openings available. The city keeps all letters of application on file for two years and reviews them whenever there is an opening. Most appointments are made by the Mayor and confirmed by the City Council. Thank you for your interest.

What position(s) are you interested in being considered for?	Planning Commission
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First Name	frank
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Last Name	jeretzky
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Address	2212 10th street
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City	anacortes
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State	wa
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Zip Code	98221
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Home Phone Number	<i>Field not completed.</i>
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Cell Phone Number	360 201-9236
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Email Address	jeretzky@msn.com
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Biography / Resume attached?	No
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Uploaded Biography / Resume	<i>Field not completed.</i>
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Skills / Training	
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Please describe your reasons for wanting to volunteer with the City of Anacortes	serve my community - I have lived here for over 40 years
Please summarize your job-related skills, specialized training, or volunteer experience	bank officer for over 40 years with most experience and education focused on development and construction with in the scope of community needs and wants. Have served as a volunteer on many Anacortes Chamber of Commerce events over the years
List professional, trade, business, or civic associations and any offices held	Boar member of the Island Hospital Foundation and Skagit County Pregnancy Choices. 40+ years spent as a bank officer in Skagit and Island Counties
List any additional information you would like us to consider	<i>Field not completed.</i>
References <i>Give the name and telephone number of two references who are knowledgeable about your qualifications and skills relative to volunteering at the City.</i>	
First Name	Mark
Last Name	Duffy
Organization	Mountain Pacific Bank
Title	Presidnet & CEO
Work Phone Number	<i>Field not completed.</i>
Other Phone Number	425 220-4773
First Name	Elise
Last Name	Cutter
Organization	Island Hospital
Title	CFO
Work Phone Number	360 299 1316
Other Phone Number	<i>Field not completed.</i>
Acknowledgements <i>My signature affirms that all information contained herein is true to the best of my</i>	

knowledge, and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration.

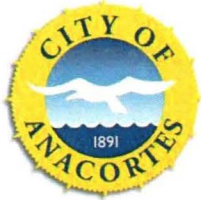
E-Signature

Frank Jeretzky

Date

Field not completed.

Email not displaying correctly? [View it in your browser.](#)



Laurie Gere, Mayor

CITY OF ANACORTES

904 6th Street Anacortes, WA 98221

Office: 360-299-1950

laurieg@cityofanacortes.org

www.anacorteswa.gov

January 28, 2020

Frank Jeretzky
2212 10th Street
Anacortes, WA 98221

Dear Mr. Jeretzky:

I am pleased to appoint you to the Anacortes Planning Commission for a term effective February 1, 2020 until December 31, 2024. This appointment requires approval by the City Council. I will publicly announce your appointment at the City Council meeting on February 3, 2020. You are welcome to attend.

The Planning Commission meets the second and fourth Wednesdays each month at 6pm in the Council Chambers. If you have any questions, please contact Don Measamer, Director of Planning and Community Development at 360-299-1942.

The Open Government Trainings Act requires training for some local government officials in the fundamentals of the Open Public Meetings Act, the Public Records Act, and records retention requirements. The training is available online at <http://www.atg.wa.gov/open-government-training>. As a City of Anacortes Board member, you must complete this training within ninety days of your date of appointment.

Thank you for your willingness to serve the people of the City of Anacortes. The continued success of our city depends on dedicated citizens like you who are willing to volunteer their time and expertise.

My Best,

Laurie Gere, Mayor
City of Anacortes

Frank —
Thank you for volunteering your time to the City

Municipal Building Council Chambers
904 Sixth Street

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6:00 p.m.

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Name _____

Topic

DOUG THURBER

? CLIMATE PREDICTIONS? ONLY IF
OF

Continue on back of sheet as needed

City Council Minutes – January 27, 2020

Mayor Laurie Gere called to order the Anacortes City Council meeting of January 27, 2020 at 6:00 p.m. Councilmembers Jeremy Carter, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Matt Miller were present.

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Planning Committee: Mr. Walters reported from the committee meeting earlier in the evening at which those present discussed next steps in response to the moratorium on bonus height provision in the R4 zone west of Commercial Avenue and also the status of the Critical Areas Ordinance which had been recommended by the Planning Commission and would be presented to City Council in February.

Public Comment

No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

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

- a. Minutes of January 21, 2020
- b. Approval of Claims in the amount of: \$554,022.08

The following vouchers/checks were approved for payment:
EFT numbers: 96043 through 96087, total \$270,559.37
Check numbers: 96088 through 96123, total \$286,872.75
Wire transfer numbers: 262537 through 262689, total \$778.44

OTHER BUSINESS

Presentation: Community Action of Skagit County

Bill Henkel, Executive Director of Community Action of Skagit County, presented Community Action's annual report card for 2018 and elaborated on new programs, new facilities and upcoming events. Mr. Henkel thanked Council for its financial support in 2019 and for putting an affordable housing sales tax on the ballot on February 11. At the conclusion of his presentation Mr. Henkel encouraged collaborative housing advocacy efforts between Community Action and Anacortes.

Presentation: 2020 Census

Darlene Brown, Everett Field and Recruiting Manager for the United States Census, reported on the 2020 Census recruitment effort in the area, referring to her slide presentation which was included in the packet materials for the meeting. Ms. Brown explained the importance of counting all residents, outlined the recruitment process, summarized the timeline for census field work, and encouraged Anacortes community members to apply.

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

Resolution 2072: Legislative Priorities

Public Works Administrative Manager Nicole Tesch presented draft legislative priorities and supported issues for Council input and potential adoption via resolution. Ms. Tesch's slide presentation was added to the packet materials for the meeting.

Councilmember requested the following revisions to the draft materials.

Supported Issues Platform

- Water Resiliency: Revise first sentence for more clarity.
- Local Government: Revise to reflect the trail rehabilitation as a City rather than a tribal project.
- I-976: Remove specific reference to I-976, instead referencing more generally funding transportation improvements.
- Workforce Development: Revise to add "CTE [career and technical education]" after "classroom".
- Climate: Mr. Miller disagreed with supporting the governor's low carbon fuel standard. Mr. Walters and Mr. McDougall supported the issue statement as drafted.
- Education: Possibly combine the Anacortes School District and Thriving Youth blocks.
- Transportation: Include mention of paving South Commercial Avenue.

Legislative Priorities One Sheets

- Affordable Housing & Homelessness: Revise to add reference to addressing root causes of homelessness and housing for the aging population; add reference to the actual number of undeveloped lots in Anacortes; emphasize that 32% of Anacortes households spend more than 30% of income on housing; possibly remove the definition of affordable housing as redundant for legislators.
- Municipal Fiber: Revise to mention attracting and retaining human capital; include the geographic and financial scope and scale of the project at build out.
- International Ferry: Revise to add "... with a lower environmental footprint and increased efficiency."
- Maritime Industry: Include absolute number of jobs in the sector, or percentage of total Anacortes jobs that are in the maritime sector.

Mr. Young suggested that the materials incorporate reference to rural economic development.

Ms. Tesch indicated she would make the requested changes and bring the resolution back to Council for adoption at its regular meeting on February 3, 2020 immediately prior to Legislative Day in Olympia on February 5.

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

Parks and Recreation Comprehensive Plan

Parks & Recreation Director Jonn Lunsford presented the draft Parks and Recreation Comprehensive Plan dated January 27, 2020 which had been revised since its most recent presentation to City Council on December 16, 2019. Mr. Lunsford summarized those revisions, referring to his slide presentation which was added to the packet materials for the meeting.

Councilmembers expressed satisfaction with the draft but asked that the community survey results be moved to an appendix so that the information could be retained without implying statistical significance. Mr. Walters

asked that the plan come back to Council for approval by resolution on the Consent Agenda at the next City Council meeting with that one change.

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

Arlene Cook, 2318 Forest Park Lane, asked Mr. Lunsford where the proposed bike skills park project fit into the comprehensive plan since it was not mentioned in the document.

Mr. Lunsford responded that the skills park was proposed to be located inside the Anacortes Community Forest Lands and so would be addressed in the ACFL Comprehensive Plan rather than the Parks and Recreation Comprehensive Plan.

No one else present wished to address Council on this topic.

Mr. Walters noted that other jurisdictions do not include the term comprehensive in their parks plans. Mr. Lunsford said he would research the origin of that terminology and see if it was required by the RCO.

Mayor Gere invited the public to a presentation by the Anacortes Community Task Force on Opioid Risks and Prevention at the Anacortes Public Library on Wednesday, January 29, 2020, from 7 to 8:30 p.m.

There being no further business, at approximately 7:50 p.m. the Anacortes City Council meeting of January 27, 2020 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 February 3, 2020 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
263046	12/5/2019	2019 invoice	FRIENDS OF THE FOREST	2019 FOREST EDUCATION AND OUTREACH SERVICES	\$ 6,000.00	parks1
262706	12/11/2019	801771	MISTER T'S AWARDS	PLAQUE	\$ 145.78	execc
263021	12/13/2019	1814-14A	ANACORTES FAMILY CENTER	CDBG FAMILY CENTER ESSENTIAL APPLIANCES	\$ 41,859.28	plan
261333	12/23/2019	833861	BAYSHORE OFFICE PRODUCTS INC	PLANNING COMMISSIONER NAME PLATES	\$ 38.97	plancc
261326	12/23/2019	593 38 23 4910	SAFeway INC	COUNCILMEMBER FAREWELL	\$ 56.93	execc
261337	12/23/2019	593 52 136 8852	SAFeway INC	WONDERLAND WALK SUPPLIES	\$ 3.03	pkreccc
261330	12/24/2019	112-6197615-5203421	AMAZON.COM SERVICES, INC	STREAMLIGHT FLASHLIGHT BATTERY	\$ 19.51	apdcc
261329	12/24/2019	111-4225060-1450629	AMAZON.COM SERVICES, INC	BOOKS	\$ 26.03	libcc
261331	12/24/2019	834022	BAYSHORE OFFICE PRODUCTS INC	SHARPIE MARKERS	\$ 6.91	fibercc
261332	12/24/2019	833931	BAYSHORE OFFICE PRODUCTS INC	PARKS-OFFICE SUPPLIES	\$ 138.59	parkscc1
261334	12/24/2019	F48515	FRONTIER BUILDING SUPPLY	AERIAL INSTALL TOOLS AND EQUIPMENT	\$ 166.64	fibercc
261328	12/24/2019	300458305	KCDA PURCHASING COOPERATIVE	PAPER - 3RD FLOOR	\$ 116.39	financecc
261327	12/24/2019	420664200-001	OFFICE DEPOT, INC.	OPERATING SUPPLIES - ASAC	\$ 65.20	financecc
261335	12/24/2019	144415	SKAGIT REGIONAL HEALTH	DOT CDL PHYSICAL	\$ 92.00	shopcc
261370	12/26/2019	114-9794807-4948266	AMAZON.COM SERVICES, INC	RAM MEMORY	\$ 70.66	infosyscc
261372	12/26/2019	19677	AV DEALS - PAYPAL	TIRE WEIGHTS- SHOP	\$ 615.85	shopcc
261365	12/26/2019	581771	IDEAL RENT-ALL	GREASE CUTTER SNAKE RENTAL- WATER DEPT	\$ 86.96	wdistcc
261369	12/26/2019	E05009X9VS	MICROSOFT CORPORATION	AZURE PAY-AS-YOU-GO 11/16/19-12/15/19	\$ 23.74	infosys
261371	12/26/2019	X938052	PLATT ELECTRIC SUPPLY INC	SHAKE ALERT PLANT PANEL NEW CONDUIT	\$ 40.43	wtpcc
261366	12/26/2019	F48935	SEBO'S DO-IT CENTER	SAND	\$ 22.77	afdcc
261367	12/26/2019	F48984	SEBO'S DO-IT CENTER	SAND	\$ 4.55	afdcc
261368	12/27/2019	112-7914248-5094643	AMAZON.COM SERVICES, INC	EOC EMERGENCY FOOD SUPPLY. FOOD	\$ 2,836.98	afdcc
261373	12/27/2019	112-9605113-5217041	AMAZON.COM SERVICES, INC	TIRE WEIGHT TOOL- SHOP	\$ 40.71	shopcc
261436	12/27/2019	E05009XHE2	MICROSOFT CORPORATION	AZURE PAY-AS-YOU-GO 12/16-1/15/20	\$ 29.00	infosyscc
261440	12/27/2019	001-454388	PISTON SERVICE OF ANACORTES	GRAY BED LINER SPRAY CAN- WATER DEPT	\$ 46.73	wdistcc
261439	12/27/2019	F49097	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 63.90	pwfaccc
261433	12/27/2019	22408862	SHOES FOR CREWS	SAFETY BOOTS	\$ 84.75	wwtpcc
261442	12/27/2019	IV00506	TOPCON SOLUTIONS STORE	AUTO CAD CLASS - JUSTIN S 1/13-1/16/20	\$ 1,195.00	pwfaccc
261441	12/27/2019	E1920291	WITMER PUBLIC SAFETY GROUP INC	BUNKER BOOTS, FLASHLIGHT	\$ 571.16	afdcc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
261450	12/27/2019	SO14791834	ZORO TOOLS, INC	METRIC TOOL SET	\$ 33.91	wwtpcc
261437	12/28/2019	114-1304252-0029844	AMAZON.COM SERVICES, INC	IT REFERENCE BOOKS	\$ 81.50	infosyscc
261448	12/28/2019	112-6039182-4188257	AMAZON.COM SERVICES, INC	WHEEL WEIGHT BALANCE HAMMER PLIERS-SHOP	\$ 21.78	shopcc
261434	12/28/2019	F49966	SEBO'S DO-IT CENTER	HOOKS FOR BUNKER GEAR @ 29-3	\$ 85.84	afdcc
261435	12/29/2019	111-4225060-1450629	AMAZON.COM SERVICES, INC	BOOKS	\$ 10.53	libcc
261443	12/29/2019	111-6783311-8063432	AMAZON.COM SERVICES, INC	JUVENILE BOOKS	\$ 67.49	libcc
261438	12/30/2019	114-1862927-9853061	AMAZON.COM SERVICES, INC	IT RESEARCH ITEMS	\$ 47.82	infosyscc
261523	12/30/2019	111-0450932-1314663	AMAZON.COM SERVICES, INC	JUV BOOKS	\$ 102.41	libcc
261447	12/30/2019	111-5923900-2093030	AMAZON.COM SERVICES, INC	JUVENILE BOOKS	\$ 544.42	libcc
261445	12/30/2019	111-5923900-2093030	AMAZON.COM SERVICES, INC	JUVENILE BOOKS	\$ 63.75	libcc
261444	12/30/2019	111-6108838-5426636	AMAZON.COM SERVICES, INC	JUV BOOK	\$ 10.72	libcc
261446	12/30/2019	111-6594898-7756249	AMAZON.COM SERVICES, INC	JUVENILE BOOKS	\$ 10.86	libcc
261524	12/30/2019	111-6594898-7756249	AMAZON.COM SERVICES, INC	JUVENILE BOOKS	\$ 32.48	libcc
261575	12/30/2019	834280	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 138.59	pwfacc
261521	12/30/2019	662 7 328 99	COSTCO WHOLESALE CORPORATION	APD COFFEE PODS	\$ 110.97	apdcc
261519	12/30/2019	F50455	SEBO'S DO-IT CENTER	STEP STOOL FOR NETWORK ROOM	\$ 52.19	fibercc
261518	12/30/2019	FTNJG-N5A30-6K2	VISTAPRINT	BUSINESS CARDS	\$ 43.48	execc
261576	12/31/2019	111-1707087-0432252	AMAZON.COM SERVICES, INC	UNIFORM ITEMS FOR DETECTIVES; SGT NATIONS AND CORP LEETZ	\$ 124.93	apdcc
261525	12/31/2019	111-0450932-1314663	AMAZON.COM SERVICES, INC	JUV BOOKS	\$ 16.26	libcc
261526	12/31/2019	111-6311563-5143465	AMAZON.COM SERVICES, INC	JUV BOOK	\$ 6.51	libcc
261570	12/31/2019	975198	BADEN SPORTS INC	MINI BASKETBALLS FOR PEE WEE BASKETBALL	\$ 343.07	pkrecc
261577	12/31/2019	834155	BAYSHORE OFFICE PRODUCTS INC	BROTHER ADS-1700W DESKTOP SCANNER 50403186	\$ 292.40	finace
261584	12/31/2019	834530	BAYSHORE OFFICE PRODUCTS INC	ENLARGED WORKING SCHEDULE	\$ 71.36	wwtpcc
263040	12/31/2019	IN934026	NOANET	PHASE 3 - FIBER NETWORK OPS, GIS, AND ENGINEERING SUPPORT	\$ 90.00	pw1
261578	12/31/2019	422850532-001	OFFICE DEPOT, INC.	OFFICE SUPPLIES	\$ 163.00	libcc
261583	12/31/2019	F51078	SEBO'S DO-IT CENTER	GLUE	\$ 14.11	afdcc
261574	12/31/2019	QQ9DH-N5A49-0N1	VISTAPRINT	BUSINESS CARDS FOR BA	\$ 44.99	fibercc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
261572	12/31/2019	6079 8817 4211 9694	WALMART	USB DRIVE FOR DIGITAL EVIDENCE OUT IN THE FIELD	\$ 4.32	apdcc
263014	12/31/2019	2682	WELCH BROTHERS CONSTRUCTION	GUEMES CHANNEL TRAIL MAINTENANCE - 12/3/19-12/6/19	\$ 11,086.17	pw1
263146	1/1/2020	81746	WASHINGTON STATE DEPARTMENT	2020 PESTICIDE LICENSE RENEWAL - KRAUSE	\$ 33.00	finance
263030	1/2/2020	DUES 2020-00104	WASHINGTON ASSOCIATION OF	2020 ACTIVE MEMBER DUES FOR WASPC; CHIEF SMALL	\$ 245.00	apd
262998	1/3/2020	104822	USA BLUE BOOK	CL17 MAINTENANCE KIT X 13	\$ 3,332.58	dwtpt
262999	1/3/2020	104815	USA BLUE BOOK	FLUORIDE STANDARD X 8	\$ 267.90	dwtpt
263000	1/6/2020	106217	USA BLUE BOOK	FLUORIDE REAGENT ACCUVAC AMPULES	\$ 446.20	dwtpt
263002	1/7/2020	107578	USA BLUE BOOK	TURB STANDARD, BUFFER	\$ 256.60	dwtpt
262994	1/7/2020	1994234	WASHINGTON TRACTOR, INC	WATER PUMPS	\$ 1,260.79	wdist
262916	1/9/2020	82109535	EMERALD RECYCLING SVCS INC	ANTIFREEZE / WASTE OIL FILTER REMOVAL	\$ 117.00	dshop
263047	1/9/2020	43472695	INGRAM LIBRARY SERVICES, LLC	ADULT BOOKS {26}	\$ 489.99	publib
262984	1/9/2020	1325526	SURETY PEST CONTROL	OPS: MONTHLY PEST MAINTENANCE	\$ 65.22	dshop
262593	1/10/2020	9407017558	GRAINGER	BALLAST	\$ 73.06	dwtpt
262835	1/11/2020	111829	LAKESIDE INDUSTRIES, INC.	ROCK FOR PICKETT POCKET PARK	\$ 1,126.78	parks1
263005	1/13/2020	3000000000343 pks	PUGET SOUND ENERGY INC	ELECTRICITY-PARKS/CEM/WP/DEPOT/SAC/CITY HALL	\$ 4,532.92	parks1
262927	1/13/2020	1997027	WASHINGTON TRACTOR, INC	BRUSHCUTTER	\$ 565.20	dshop
263029	1/14/2020	144804	FIDALGO ANIMAL MEDICAL CENTER	K9 T-BONE WELLNESS EXAM AND MEDICATION	\$ 136.03	apd
263017	1/14/2020	014742921	GALLS, LLC.	UNIFORM BOOTS; NYBO	\$ 110.86	apd
263130	1/14/2020	42584620	SNAP-ON INDUSTRIAL	SCREWDRIVER BIT- SHOP	\$ 9.67	dshop
263031	1/15/2020	300-10067430	ALL BATTERY SALES & SERVICE	NITRILE GLOVES; MED	\$ 112.61	apd
262987	1/15/2020	1765408	MILES SAND & GRAVEL CO.	UTILITY SAND	\$ 2,769.68	dshop
262928	1/15/2020	1997905	WASHINGTON TRACTOR, INC	2 HONDA WATER PUMPS	\$ 1,654.20	dshop
263024	1/16/2020	1991589882	ARAMARK	APD NYLON MATS CLEANED	\$ 16.31	apd
263015	1/16/2020	65853	CODE PUBLISHING COMPANY	CODIFICATION SERVICES - 12/30/19	\$ 693.13	legal
263022	1/16/2020	014766156	GALLS, LLC.	UNIFORM PIECES; NEW OFC SCHOLTEN	\$ 256.20	apd
262989	1/16/2020	74232455	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	\$ 36.05	medic
263039	1/16/2020	397961	PROFORCE LAW ENFORCEMENT	TASER CARTRIDGES	\$ 1,519.09	apd
262924	1/17/2020	2914-22001012	FCS GROUP	SEWER COST OF SERVICE AND RATE DESIGN STUDY - THROUGH 1/17/20	\$ 463.75	pw1
262707	1/17/2020	20011701	FREEDOC	CONSTRUCTION PROJECT FILE IMAGING, FINAL INSTALLMENT	\$ 16,955.05	legal
263019	1/17/2020	014781884	GALLS, LLC.	UNIFORM BOOT; OFC KELLINGTON	\$ 282.62	apd
263020	1/17/2020	014782761	GALLS, LLC.	UNIFORM GLOVES; CORP MICHAEL	\$ 39.12	apd
263016	1/17/2020	9314148943	GRAYBAR ELECTRIC COMPANY, INC	MUNICIPAL BROADBAND INSTALLATION - MATERIALS PURCHASE PART 2	\$ 10,528.68	fiber
263127	1/17/2020	43601907	INGRAM LIBRARY SERVICES, LLC	ADULT BOOKS	\$ 1,766.43	publib

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
262988	1/17/2020	176546	MILES SAND & GRAVEL CO.	UTILITY SAND	\$ 1,978.34	dshop
263140	1/17/2020	1st QTR JUDICIAL	SKAGIT COUNTY DISTRICT COURT	1ST QUARTER JUDICIAL SERVICES	\$ 19,266.50	court
263045	1/18/2020	5035475	SKAGIT VALLEY HERALD	SKAGIT VALLEY HERALD ANNUAL SUBSCRIPTION	\$ 265.20	publib
263033	1/18/2020	00005W5A83030	UNITED PARCEL SERVICE, INC	UPS SHIPPING; WEEK ENDING 1-18-20	\$ 10.21	apd
262926	1/20/2020	4529	CULBERTSON MARINE CONSTRUCTION	WASHINGTON PARK BOAT LAUNCH FLOATING DOCK REPLACEMENT	\$ 39,990.22	parks1
263026	1/20/2020	012020	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 700.00	apd
262922	1/20/2020	3735	NW CLEANERS	JANITORIAL SERVICES - JANUARY 2020	\$ 4,539.00	pw1
262918	1/21/2020	300-10067692	ALL BATTERY SALES & SERVICE	BATTERIES, CABLE TIES FOR SHOP	\$ 58.65	dshop
263131	1/21/2020	22102086	ARAMARK	STAFF COATS	\$ 427.09	wdist
262920	1/21/2020	2482	BUBBA SUDZ CAR WASH, INC.	CAR #050 DETAILING	\$ 217.40	dshop
262995	1/21/2020	20-01358	EDGE ANALYTICAL, INC	BACT ANALYSIS RAW	\$ 49.00	dwtpt
262996	1/21/2020	20-02086	EDGE ANALYTICAL, INC	BACT ANALYSIS FINISHED	\$ 15.00	dwtpt
262980	1/21/2020	122947	FASTENAL COMPANY	FIREFIGHTING GLOVES, EXAM GLOVES	\$ 425.73	medic
263023	1/21/2020	014803351	GALLS, LLC.	UNIFORM SWEATER; NEW RECORDS CLERK ERIKSON	\$ 48.90	apd
262925	1/21/2020	9314191879	GRAYBAR ELECTRIC COMPANY, INC	ONTS AND FIBER ACCESSORIES - BID LINE ITEMS 2-6	\$ 68,584.09	fiber
262981	1/21/2020	9688484	LIFE ASSIST, INC	2 CASES I-GEL EESUS PACKS	\$ 458.15	medic
263132	1/21/2020	74675243	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	\$ 47.95	medic
262837	1/21/2020	5058644243	RICOH USA, INC	S/N C86112175 3RD FL COPIER 10/21/19-01/20/20	\$ 1,653.41	finance
262702	1/21/2020	331 0500959	UNIFIRST CORPORATION	WATER CREW LAUNDRY	\$ 64.18	wdist
263003	1/21/2020	120875	USA BLUE BOOK	AMMONIUM HYDROXIDE	\$ 89.75	dwtpt
262972	1/21/2020	2020-000108	VENDNOVATION, LLC	ANNUAL SUBSCRIPTION FOR MONTHLY MONITORING ON PHARMACEUTICAL MACHINE	\$ 1,304.40	medic
262917	1/22/2020	300-10067731	ALL BATTERY SALES & SERVICE	HALOGEN LIGHT	\$ 17.74	dshop
262839	1/22/2020	SI352796	AMERICAN REGISTRY FOR	2020 ANNUAL FEE FOR REGISTRATION SERVICES PLAN - 2X-SMALL	\$ 500.00	fiber
263032	1/22/2020	4364	ANACORTES TOWING, LLC	TOWING; APD CASE 20-A00477	\$ 163.05	apd
262851	1/22/2020	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 12/18-1/21/20	\$ 1,070.24	apd
262977	1/22/2020	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPERATIONS: 12/18/19 - 01/21/2020	\$ 715.87	dshop
262848	1/22/2020	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 12/18-1/21/20	\$ 1,270.34	finance
262978	1/22/2020	16940000009	CASCADE NATURAL GAS CORP.	STA 2: 12/18 - 1/21	\$ 287.32	medic
262974	1/22/2020	67440000007	CASCADE NATURAL GAS CORP.	STA 1: 12/18 - 1/21	\$ 377.35	medic
263137	1/22/2020	19980000004	CASCADE NATURAL GAS CORP.	NATURAL GAS	\$ 144.75	museum
263136	1/22/2020	912 800 0000 0	CASCADE NATURAL GAS CORP.	NATURAL GAS	\$ 514.11	museum
262854	1/22/2020	26003738221	CASCADE NATURAL GAS CORP.	611 R AVENUE - 12-18 TO 1-21-2020	\$ 556.67	parks1
262845	1/22/2020	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 12/18/19-1/21/20	\$ 868.88	parks1

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
262847	1/22/2020	53800000001-pks	CASCADE NATURAL GAS CORP.	411 HILLCREST DR - 12-18 TO 1-21-2020	\$ 56.36	parks1
262855	1/22/2020	638000000000-pks	CASCADE NATURAL GAS CORP.	411 HILLCREST DR #B - 12-18 TO 1-21-20	\$ 134.72	parks1
262857	1/22/2020	91760000009	CASCADE NATURAL GAS CORP.	1915 13TH ST - 12-18 TO 1-21-2020	\$ 125.55	parks1
263129	1/22/2020	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY (12-18 TO 1-21 2020)	\$ 1,777.26	publib
263035	1/22/2020	201133904	CRIMINAL JUSTICE TRAINING	BASIC LE ACADEMY 1/8/20-5/15/20; NORRIS AND RHODES	\$ 6,694.00	apd
262997	1/22/2020	20-02348	EDGE ANALYTICAL, INC	TCR ANALYSIS BOOSTERS	\$ 165.00	dwwtp
263125	1/22/2020	43659900	INGRAM LIBRARY SERVICES, LLC	ADULT BOOKS	\$ 892.60	publib
263048	1/22/2020	43659901	INGRAM LIBRARY SERVICES, LLC	ADULT BOOKS	\$ 259.66	publib
262760	1/22/2020	740117	LW PRODUCTS CO, INC	SKYLINE CONVEYANCE HATCH WITH SAFETY	\$ 7,166.97	dwwtp
262755	1/22/2020	MV227643	MOTOR TRUCKS, INC	COOLANT HOSE- #203	\$ 54.22	dshop
262849	1/22/2020	MV227729	MOTOR TRUCKS, INC	PARTS FOR #515	\$ 153.40	dshop
262853	1/22/2020	8129018761	SHRED-IT USA, LLC	OLD RECORDS DESTROYED - APD	\$ 71.39	apd
262856	1/22/2020	8129021305	SHRED-IT USA, LLC	CONTAINER SHREDDING - CITY HALL 12/20	\$ 105.80	hr
263011	1/22/2020	1197480	SKAGIT PUBLISHING LLC	PUBLISH AA-1985388	\$ 89.32	finance
262985	1/22/2020	7200587229	TABLEAU SOFTWARE	DATA ANALYSIS SOFTWARE SUBSCRIPTION	\$ 913.08	medic
263036	1/22/2020	17882	TRANSPORTATION SOLUTIONS INC	TRANSPORTATION CONCURRENCY MANAGEMENT SYSTEM - 12/16/19-1/15/20	\$ 12,509.15	pw1
263004	1/22/2020	331 0501119	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 93.85	dwwtp
263025	1/23/2020	1991599671	ARAMARK	APD NYLON MATS CLEANED	\$ 16.31	apd
262834	1/23/2020	1991599680	ARAMARK	OPS: MAT CLEANING	\$ 41.63	dshop
262759	1/23/2020	1991593603	ARAMARK	LAUNDRY SERVICE	\$ 76.89	dwwtp
262844	1/23/2020	1991599679	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 82.49	finance
263126	1/23/2020	274588	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 884.38	pwfac
262991	1/23/2020	WAANA123065	FASTENAL COMPANY	RESTOCK	\$ 94.35	dwwtp
262752	1/23/2020	9314036246	GRAYBAR ELECTRIC COMPANY, INC	OPTICAL POWER METER	\$ 2,571.47	fiber
263041	1/23/2020	1200243809	HDR ENGINEERING, INC	SANITARY SEWER STORAGE STUDY - 11/24/19-12/26/19	\$ 5,653.00	pw1
263008	1/23/2020	ReimbJamesSherman	JAMES-SHERMAN, CAMERON	PER DIEUM AT PUMPS CLASS DUPONT - CAMERON JS	\$ 103.00	dwwtp
262836	1/23/2020	811591	JCI JONES CHEMICALS INC	SODIUM HYPOCHLORITE	\$ 4,884.56	dwwtp
262841	1/23/2020	JAN 2020	JUDICIAL CONFERENCE REGISTRAR	INSTITUTE FOR COURT MANAGEMENT	\$ 60.00	court
262982	1/23/2020	969546	LIFE ASSIST, INC	ASSORTED (6) BITRAC ED MASK	\$ 215.42	medic
262846	1/23/2020	MV227779	MOTOR TRUCKS, INC	PARTS FOR #608	\$ 82.94	dshop
262861	1/23/2020	001-456211	PISTON SERVICE OF ANACORTES	PART FOR #154	\$ 5.98	dshop
262859	1/23/2020	001-456272	PISTON SERVICE OF ANACORTES	BATTERIES FOR #221	\$ 521.54	dshop
263124	1/23/2020	398565	PROFORCE LAW ENFORCEMENT	TASERS AND MAGS	\$ 6,201.34	apd
262986	1/23/2020	1201026	SIGNATURE FORMS, INC	#9 ENVELOPES - COURT	\$ 152.08	finance
262680	1/23/2020	1201025	SIGNATURE FORMS, INC	ENVELOPES - CITY HALL	\$ 354.09	finance

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
263044	1/23/2020	754	SKAGIT COUNTY PUBLIC HEALTH	COMMUNITY SERVICES @ ANACORTES SENIOR ACTIVITY CENTER - 2019 4TH QTR	\$ 9,180.00	parks1
262973	1/23/2020	200079	T-SHIRTS BY DESIGN	VESTS & HATS (UNIFORM ORDER)	\$ 232.62	medic
263007	1/23/2020	ReimbVanWyck	VAN WYCK, SETH	PER DIEM AT PUMPS CLASS DUPONT - SETH VW	\$ 103.00	dwwtp
262833	1/23/2020	111744	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 175.00	dshop
262858	1/23/2020	111742	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 105.00	finance
263012	1/23/2020	111740	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 105.00	medic
262852	1/23/2020	026P7628	WESTERN TRUCK CENTER	PART FOR #512	\$ 87.96	dshop
262850	1/23/2020	026P7750	WESTERN TRUCK CENTER	PARTS FOR #514	\$ 248.55	dshop
262862	1/24/2020	491-2620-01	BEADLE, GERALD & LAURA	Leak Adjustment & Refund for on account balance	\$ 950.53	finance
262911	1/24/2020	989800000008	CASCADE NATURAL GAS CORP.	NATURAL GAS FOR WWTP	\$ 14.67	dwwtp
262912	1/24/2020	20CJ015765	DAVIS, JORDAN	INCINERATOR TESTING FEES	\$ 50.00	dwwtp
262913	1/24/2020	Jordan Davis	DEPARTMENT OF ECOLOGY	INCINERATOR CERTIFICATION FEE FOR	\$ 200.00	dwwtp
262993	1/24/2020	WABUR217720	FASTENAL COMPANY	WIRE TWISTS	\$ 0.74	dwwtp
262842	1/24/2020	2739932	FOSTER GARVEY PC	KOFFEL CONDEMNATION MATTER NO. 104	\$ 1,501.00	legal
263018	1/24/2020	014837763	GALLS, LLC.	UNIFORM PIECES; HATCHER	\$ 16.77	apd
262976	1/24/2020	001-456327	PISTON SERVICE OF ANACORTES	FILTER- #860	\$ 47.77	dshop
262975	1/24/2020	001-456347	PISTON SERVICE OF ANACORTES	FLEX HOSE- #860	\$ 41.54	dshop
262919	1/24/2020	0248616-IN	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	\$ 907.60	dwwtp
262915	1/24/2020	S20205042	SUPERIOR SYSTEMS, INC	REPAIR OF PS16 PUMP AND REBALANCE IMPELLER	\$ 128.46	dwwtp
263027	1/24/2020	20200125	TRANSPAC MARINAS, INC	WASHINGTON PARK LAUNCH FLOAT REPLACEMENT - CUSTOM MANUFACTURING	\$ 139,988.21	parks1
262914	1/24/2020	111741	WALTON BEVERAGE COMPANY, INC	WWTP BREAKROOM SUPPLIES	\$ 70.00	dwwtp
263147	1/25/2020	8498 30 017 0487207	COMCAST	CITY HALL INTERNET CONNECTION 2/5-3/4/20	\$ 191.15	finance
263034	1/25/2020	00005W5A83040	UNITED PARCEL SERVICE, INC	UPS SHIPPING; WEEK ENDING 1-25-20	\$ 19.74	apd
262992	1/27/2020	1991603362	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 76.31	dwwtp
262971	1/27/2020	20200201	CHOWANEC, WILLIAM	STATION 3 RENT - FEBRUARY	\$ 2,235.00	medic
263010	1/27/2020	02200 C	DEPARTMENT OF HEALTH	2020 OPERATING PERMIT, OPERATOR CERTIFICATION SYSTEM FEES	\$ 10,411.70	dwwtp
263001	1/27/2020	9419322590	GRAINGER	SNOW SHOVELS	\$ 126.11	dwwtp
263049	1/27/2020	001-456484	PISTON SERVICE OF ANACORTES	HYDRAULIC HOSES- #514	\$ 44.31	dshop
262483	1/27/2020	B11232849	SHI INTERNATIONAL CORP.	2020 ADOBE SOFTWARE RENEWAL	\$ 4,738.97	infosys
263006	1/27/2020	transition	TRANSITION FIDALGO AND FRIENDS	FOREST MONITORING PROJECT - 2020	\$ 3,000.00	parks1
263042	1/28/2020	Bid Deposit	CULBERTSON MARINE CONSTRUCTION	BID DEPOSIT RETURN - WASHINGTON PARK BOAT LAUNCH FLOATING DOCK REPLACEMENT	\$ 2,000.00	finance
263134	1/28/2020	20-1929	EDGE ANALYTICAL, INC	FINAL EFFLUENT TESTING	\$ 180.30	dwwtp

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
263038	1/28/2020	REIMB	FLOYD, DAVID	TRAINING PER DIEM; CAPT FLOYD - FEMA MGT-403	\$ 16.00	apd
263141	1/28/2020	GRCGR1000021194	HIBMA, NICHOLAS	BAT PRACTICAL EXAM	\$ 200.00	wdist
263142	1/28/2020	SC4141441	HIBMA, NICHOLAS	REIMBURSE FOR BAT CERTIFICATION EXAM	\$ 102.00	wdist
263028	1/28/2020	REIMB	LEETZ, ROBERT	UNIFORM BOOT; CORP LEETZ	\$ 217.38	apd
263037	1/28/2020	REIMB	SMALL, JOHN	TRAINING PER DIEM; CHIEF SMALL - FEMA MGT-403	\$ 16.00	apd
263133	1/28/2020	1/28/20	TRIBBLE, MICHAEL	REIMBURSE PER DIEM SUBSISTENCE	\$ 32.00	medic
263135	1/28/2020	95746	VECA ELECTRIC & TECHNOLOGIES	REWIRE WWTP WITH CAT6 ETHERNET	\$ 11,526.55	pw1
263139	2/7/2020	19-202-FAC-0011	ISLAND SASH & DOOR, INC.	RETAINAGE RELEASE	\$ 1,119.80	pw1

Total **\$508,697.06**



City Council Contract Agenda Bill

Meeting Date: 2/3/2020

Agenda Item: 5c

Subject: Contract Award - Variable Message Boards Purchase #20-042-ERR-001

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 \$65,628.05 to Traffic Safety Supply for the Variable Message Boards Purchase. The contract piggybacks on Washington State contract 04616, and provides for four new variable message boards.

Background:

1. History: We bought the first four signs 5 or 6 years ago after we were charged \$7,000 by a contractor to use two signs for our 22/R Ave Roundabout project. We figured out that they would pay for themselves after 3 or 4 projects. We have used them for engineering projects, trash dump days, parks and rec events, etc., however, during busy construction season all four are often used on one project when another project is also in need of them.
2. Key Terms:
 - Total contract price of \$65,628.05 which includes \$5,252.66 in sales tax.
3. Competitive Bidding: The City has a cooperative purchasing agreement with the State of Washington and is procuring this vehicle through Washington State contract 04616.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 20-042-ERR-001 with Traffic Safety Supply in the amount of \$65,628.05 for the Variable Message Boards Purchase.

Alternative Actions: Reject the contract

Attachments: Contract 20-042-ERR-001

Contractor	Traffic Safety Supply
Contract Amount	\$65,628.05
Earmarked Funds	\$3,831,000 - 401.000.594.34.63
	\$1,220,000 - 105.720.595.30.63
BARS #	401.000.594.34.63
	105.720.595.30.63
Budget Amendment Required?	No
Start Date	Inception



City of Anacortes
Accounts Payable
PO Box 547
Anacortes, WA 98221

PURCHASE ORDER 20-042-ERR-001

VENDOR: Traffic Safety Supply
Todd Wilson
2324 SE Umatilla Street
Portland, OR 97202

Date: February 4, 2020
Contact: WiL Ludemann
Department: Public Works Department
Equipment Rental
(360) 293-1921
ludemannw@cityofanacortes.org

Email: twilson@tssco.com
Phone: (503) 235-8531

Deliver To:
City of Anacortes
Operations Division
2201 37th Street
Anacortes, WA 98221

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	4	New/Unused Variable Message Board SMC4000 as specified in Exhibit A. This Work is subject to: • Quote #SQN00016558 and Specifications, incorporated as Exhibit A, • Special Provisions, incorporated as Exhibit B, which details the other terms applicable to this Purchase Order, • and in accordance Washington State Contract #04616, which is incorporated as Exhibit C The aforementioned Exhibits A through C are hereby incorporated by reference and made a part hereof.	EA	\$14,980.00	\$59,920.00
Sum Total					\$59,920.00
DES Fee					\$455.39
Sales Tax @ 8.7%					\$5,252.66
Total Price					\$65,628.05

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents. Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with

TRAFFIC SAFETY SUPPLY

CITY OF ANACORTES

Laurie Gere, Mayor

Date

Date

EXHIBIT A



Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Jeremiah Cananua

SALES QUOTE

Quote Number	Date	Customer Number
SQN00016558	01-03-20	C000505
Quote valid for 30 days.		

Bill To:

City of Anacortes
PO Box 547
Anacortes, WA 98221

Ship To:

City of Anacortes - City Shops
2201 A 37th St
Del Hours: M-F 8-5
Anacortes, WA, 98221

Contact Name: Will Ludemann
Phone Number: (360) 299-1515

Project: DES04616-SMC4000FM

Freight Terms: PREPAID

*Washington State Contract 04616

Product	Description	Quantity	Price	Extended Price
DP04363	VARIABLE MESSAGE BOARD SMC4000 MINI, WORK AREA PROTECTION, FULL MATRIX *Wi-Fi Enabled *Three line message *Full-matrix display with graphic *5 year Warranty	4.00 EA	\$14,980.00	\$59,920.00

*Pricing reflects discount allowed on
WA State Contract #04616.
For Intelligent Transportation System Equipment 2.
This is delivered price to Anacortes, WA.

Total Before Tax	\$59,920.00
DES Fee	\$455.39
Tax	\$5,252.66
Order Total	\$65,628.05

All materials used in this contract are guaranteed to be as specified, and the entire job is to be done in a neat and workmanlike manner. Any deviation or alteration from the specifications herein agreed upon involving extra cost of labor and/or materials will be accepted only upon a written order of instructions, and will become an extra charge over costs as mentioned in this contract.

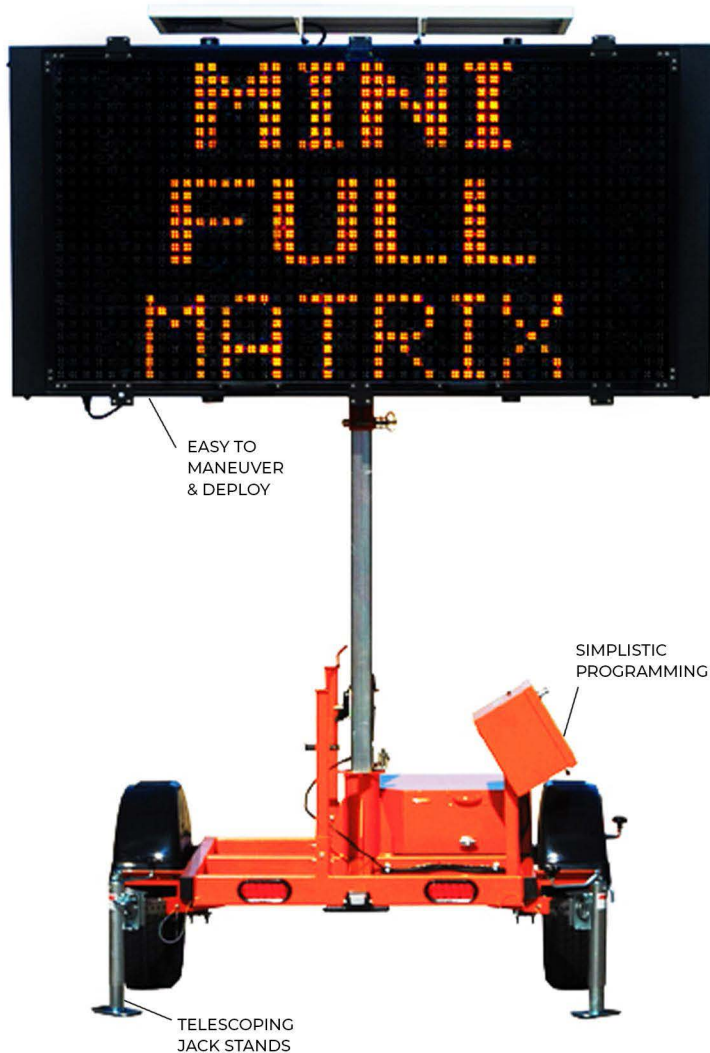
Will call orders will be invoiced and customer will be notified upon completion.

SMC 4000/5000

Full-Matrix Mini Message Centers



TRAFFIC SAFETY
SUPPLY COMPANY

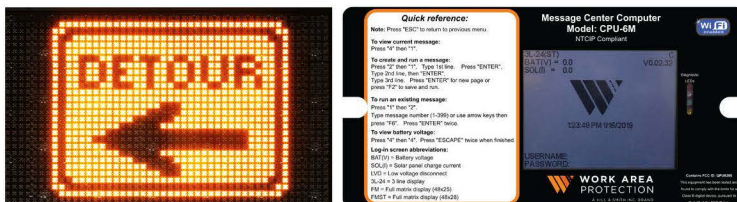


DESCRIPTION

Manufactured to Work Area Protection's high quality standards, the full-matrix mini message center deploys in places larger signs cannot. The full-matrix display can present messages as text, graphics or a combination of both with arrow board capability. The trailer design makes it easy to navigate through urban areas where traffic is heavy and deploy where space is limited.

You'll get all the features you want, in a compact design.

- » Available in 2 sizes – SMC 4000 4' x 8' – SMC 5000 3' x 6'
- » Energy-efficient LED display provides minimal battery maintenance and long operational life
- » Automatic intensity control provides optimum LED intensity
- » Industrial-grade trailer provides stable platform
- » 4 leveling jacks with slide out extensions provide stability when deployed
- » Powder-coat finish for improved fade and scratch resistance
- » Calendar programming capability
- » Graphic and arrow board displays available
- » Remote programming option available
- » 5-year standard warranty



- » On-board dedicated NTCIP controller provides simplistic programming with secure password protection

SMC 4000/5000

Full-Matrix Mini Message Centers



**TRAFFIC SAFETY
SUPPLY COMPANY**



SMC 5000



THE SMC 5000 SHOWN IN TRAVEL POSITION

SIGN FLEXIBILITY RAMMIN

A user-friendly, NTCIP-compliant, dedicated computer designed by Precision Solar Controls reduces the number of keys required to program the Mast-Mini.

STANDARD NTCIP-COMPLIANT

The Mast-Mini is designed for use in areas where space is limited, and provides variable character fonts with both 12" and 18" character heights.

FULL-MATRIX DISPLAY

The Mast-Mini provides 250 text, 60 graphic and 20 arrow board display messages preprogrammed and stored in the controller. Additionally, 100 usercreated messages can be programmed and stored.

INDUSTRIAL-GRADE STRUCTURAL STEEL

The Mast-Mini uses a durable trailer system designed to provide years of dependable service. The trailer's high-quality powder-coat finish, 2"x 3" 11-gauge steel frame and a 2,000-pound axle enhance the overall durability of the unit.

MODULAR ELECTRONIC COMPONENTRY

The entire system was developed with the operator/end user in mind. Electronic components are easily replaced, reducing downtime and maintenance costs. This modularity also improves system diagnostics.

SMC 4000/5000

Full-Matrix Mini Message Centers



**TRAFFIC SAFETY
SUPPLY COMPANY**

SMC 4000/5000 TRAILER SPECIFICATIONS	
Raised Height	134" (3.4 m)
Travel Height	102" (2.6 m)
Width	68" (1.73 m)
Length with tongue	107" (2.72 m)
Length w/o tongue	55" (1.4 m)
Weight	(385.5 Kg)
Energy Source	(2) 4D Deep Cycle batteries
Generator	Solar panel array
Operating Temperature Range	-20 to +120 degrees F (-29 to +49 degrees C)
Lift Mechanism	1,500 lbs brake winch
Main Frame	2" x 3" x .120" high-grade steel
Removable tongue	

SMC 4000 SIGN CASE SPECIFICATIONS	
Height	48" (1.22 m)
Width	96" (2.43 m)
Character Height	12" (30.48 cm) and 18" (46 cm)
Lamp	LED (4 per pixel)
Legibility	1000 ft (304 m)

SMC 5000 SIGN CASE SPECIFICATIONS	
Height	44" (1.11 m)
Width	77" (1.95 m)
Character Height	9" (22.86 cm) - 37" (93.98 cm)
Lamp	LED (4 per pixel)
Legibility	1000 ft (304 m)

SMC 4000/5000 COMPUTER SPECIFICATIONS	
Control Console Display	LCD
Preprogrammed Messages	250
User-programmed Messages	100
NTCIP-compliant software	
Update Speed	100 Milliseconds
Removable Solid State Design	
Off-the-shelf QWERTY keyboard	



**PURCHASE ORDER 20-042-ERR-001
SPECIAL PROVISIONS
EXHIBIT B**

1. **Delivery.** Advance coordination of the work shall be made with the Project Manager Wil Ludemann, (360) 293-1921.

2. **Supplier Bears Risk.** The risk of loss or damage shall be borne by Supplier at all times until the Acceptance of the Goods or Services by City

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

4. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Title, PO Number and Price, or Amended Price. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Suppliers may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

The City shall notify the Supplier within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Supplier 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.

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

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

7. **Inspection.**
A. Of the Work

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

B. Project Manager's Authority

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

8. **Defense and Indemnity Agreement.** The Supplier 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

9. **Insurance Requirements**

A. Insurance Term: The Supplier 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 products and materials supplied to the City.

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

C. Minimum Scope of Insurance: The Supplier shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City of Anacortes shall be named as an additional insured under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

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

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

E. Other Insurance Provision: The Supplier's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Supplier'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 Supplier 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 Supplier before goods, materials or supplies will be accepted by the City.

H. Notice of Cancellation: The Supplier 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 Supplier 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 Supplier 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 Supplier from the City.

J. City Full Availability of Supplier Limits: If the Supplier 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 Supplier, irrespective of whether such limits maintained by the Supplier 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 Supplier.

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

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

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

13. **The City's Right to Terminate PO.**

A. Termination for Default

If the Supplier defaults by failing to perform any of the obligations of the PO 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 Supplier in the U.S. mail, postage prepaid, terminate the PO, and at the City's option, obtain performance of the work elsewhere. If the PO is terminated for default, the Supplier shall not be entitled to receive any further payments under the PO until the Scope of Services under this PO 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 Supplier. The Supplier 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 Supplier 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 PO 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 PO is terminated in accordance with this paragraph, the Supplier shall be entitled to payment for actual work performed at unit PO prices for completed items of work through the date of termination. An equitable adjustment in the PO 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 PO by the City at any time during the term, whether for default or convenience, shall not constitute a breach of PO by the City.

14. **Changes/Additional Work.** The City may engage Supplier to perform services in addition to those listed in this PO, and Supplier 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 PO. 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 Supplier to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this PO is approved in writing by both parties.

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

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

17. **Disputes**

A. General

Differences between the Supplier and the City, arising under and by virtue of this PO 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 PO.

B. Notice of Potential Claims

The Supplier shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Supplier 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 Supplier 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. Supplier 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 Supplier 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 Supplier 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 Supplier arising out of this PO, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Supplier to have oversight over the administration of this PO. 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.

18. **Force Majeure.** Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this PO if and to the extent that such party's performance of this PO 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 PO 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 PO. Rights Reserved: The City reserves the right to cancel the PO and/or purchase materials, goods or services from the best available source during the time of force majeure, and Supplier shall have no recourse against the City.

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

20. **Compliance with Laws.** The Supplier in the performance of this PO 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 PO to assure quality of services.

21. **Severability.** If any term or condition of this PO 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 PO are declared severable.

22. **Survival of PO Termination.** The provisions of the following paragraphs and the liability of the Supplier for default during the term of the PO shall survive, notwithstanding the termination or invalidity of this PO for any reason: The City's Right to Terminate PO; Governing Law; Disputes; Defense & Indemnity.

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

CITY:

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

CONTRACTOR:

Traffic Safety Supply
Todd Wilson
2324 SE Umatilla Street
Portland, OR 97202



City Council Contract Agenda Bill

Meeting Date: 2/3/2020

Agenda Item: 5d

Subject: Contract Award - AFD Command SUV Purchase #20-043-ERR-001

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 \$46,262.95 to Columbia Ford for the AFD Command SUV Purchase. The contract piggybacks on Washington State contract 05916, and provides for a new 2020 Ford Interceptor AWD Pursuit-Rated Utility/SUV.

Background:

1. **History:** This vehicle will replace #218 which is 4 years past its expected life. Replacing it helps us ensure a safe reliable command vehicle for responding to emergency situations. The new vehicle will be a hybrid with no idle technology so at incident sites the vehicle will not need to idle.
2. **Key Terms:**
 - Total contract price of \$46,262.95 which includes \$3,584.95 in sales tax.
3. **Competitive Bidding:** The City has a cooperative purchasing agreement with the State of Washington and is procuring this vehicle through Washington State contract 05916.

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 20-043-ERR-001 with Columbia Ford in the amount of \$46,262.95 for the AFD Command SUV Purchase.

Alternative Actions: Reject the contract

Attachments: Contract 20-043-ERR-001

Contractor	Columbia Ford
Contract Amount	\$46,262.95
Earmarked Funds (2020 motor pool vehicles)	\$553,000.00
BARS #	501.790.594.48.60
Budget Amendment Required?	No
Start Date	Inception
End Date	200 days



City of Anacortes
Accounts Payable
PO Box 547
Anacortes, WA 98221

PURCHASE ORDER 20-043-ERR-001

VENDOR: Columbia Ford (W403)
Marie Tellinghiusen
700 7th Avenue
Longview WA 98632

Date: February 4, 2020
Contact: WiL Ludemann
Department: Public Works Department
Equipment Rental
(360) 293-1921
ludemannw@cityofanacortes.org

Email: orders@colford.com
Phone: (360) 423-4321 Ext: 187

Deliver To:
City of Anacortes
Operations Division
2201 37th Street
Anacortes, WA 98221

Requested Delivery: within 200 days of PO execution date

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	1	New/Unused 2020 Ford Police Interceptor AWD Pursuit-Rated Utility/ SUV (K8A/500A), as specified in Exhibit A. This Work is subject to: - Quote #2020-1-295 and Specifications, incorporated as Exhibit A, - Special Provisions, incorporated as Exhibit B, which details the other terms applicable to this Purchase Order, - and in accordance Washington State Contract #05916, which is incorporated as Exhibit C The aforementioned Exhibits A through C are hereby incorporated by reference and made a part hereof.	EA	\$42,678.00	\$42,678.00
Sum Total					\$42,678.00
Sales Tax @ 8.4%					\$3,584.95
Total Price					\$46,262.95

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

COLUMBIA FORD

CITY OF ANACORTES

Laurie Gere, Mayor

Date

Date

CITY OF ANACORTES PURCHASE ORDER #20-043-ERR-001

EXHIBIT A

Vehicle Quote Number: 2020-1-295

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: ANACORTES, CITY OF - 22901
Email: ludemannw@cityofanacortes.org

Quote Notes: 211A
Vehicle Location: ANACORTES

Color Options & Qty

Vermillion Red (E4) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0521-001	2020 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	1	\$32,800.00	\$32,800.00
2020-0521-012	NEW - Alternative Hybrid (HEV) Engine System [318 HP (combined system HP), 285 HP (gas engine) @ 6500 RPM, 260 lb.-ft. Torque @ 4000 RPM) (6840# GVWR, 1670 # Payload, 5000# Towing Capacity, 7.4in Ground Clearance) [Includes 3.3L V6 Direct-Injection Hybrid Engine System, Lithium-Ion Battery Pack (does not intrude into the cargo area), police calibrated high-performance regenerative braking system, DC/DC converter 220-Amp (in lieu of alternator), H7 AGM Battery - 800 CCA / 80-Amp, 19-Gallon Fuel Tank, 8-Year/100,000-Mile Hybrid Unique Component Warranty] (Not compatible with 3.0L V6 EcoBoost option) (99W/44B)	1	\$3,302.00	\$3,302.00
2020-0521-014	Ultimate Wiring Package [Includes Rear Console Mounting Plate #85R, Pre-wiring for Grille LED Lights, Siren and Speaker #60A, Plus: Wiring harness I/P to Rear Cargo Area (overlay): two (2) light cables - supports up to six (6) LED lights (engine compartment/grille) and one (1) 10-amp siren/speaker circuit engine cargo area; rear hatch/cargo area wiring - supports up to six (6) rear LED lights] (Does not include LED lights, side connectors or controller) (Recommend Police Wire Harness Connector Kit #67V) (Not available with Interior Upgrade Pkg #65U or Ready for the Road Pkg #67H) (67U)	1	\$560.00	\$560.00
2020-0521-015	Front Headlamp Lighting Solution [Includes Pre-wire for Grille LED Lights, Siren and Speaker #60A; LED Low Beam/High Beam Headlamp, Wig-Wag function and Red/Blue/White LED side warning lights (driver side White/Red, passenger side White/Blue); Wiring, LED lights are included; Controller not included] (Included with Ready for the Road Package) (When ordered as a stand-alone option, recommend also ordering Ultimate Wiring Package #67U) (66A)	1	\$893.00	\$893.00

2020-0521-016	Rear Lighting Solution [Includes two (2) backlit flashing linear high-intensity LED lights (driver side red/passenger side blue) mounted to inside liftgate glass; two (2) backlit flashing linear high-intensity LED lights (driver side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open); LED lights only; Wiring and controller not included] (Included with Ready for the Road Package #67H) (When ordered as a stand-alone option, recommend also ordering Ultimate Wiring Package #67U) (66C)	1	\$455.00	\$455.00
2020-0521-018	Tail Lamp Lighting Solution [Includes LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in tail lamps; LED lights only; Wiring and controller are not included.] (Recommend also ordering Ultimate Wiring Package #67U) (Included with Ready for the Road Package #67H) (66B)	1	\$428.00	\$428.00
2020-0521-019	NEW - Police Wire Harness Connector Kit - Front/Rear (For connectivity to Ford PI Package Solutions) [FRONT includes two (2) male 4-pin connectors for siren, five (5) female 4-pin connectors for lighting/siren/speaker, one (1) 4-pin IP connector for speakers, one (1) 4-pin IP connector for siren controller connectivity, one (1) 8-pin sealed connector, one (1) 14-pin IP connector] [REAR includes one (1) 2-pin connector for rear lighting, one (1) 2-pin connector, six (6) female 4-pin connectors, six (6) male 4-pin connectors, one (1) 10-pin connector] (67V)	1	\$185.00	\$185.00
2020-0521-020	Front Warning Auxiliary LED Light (Driver side - Red / Passenger side - Blue) (Located below head lamps, above bumper fascia) (Must also order Pre-Wiring for Grille Lamp, Siren and Speaker #60A) (21L)	1	\$550.00	\$550.00
2020-0521-021	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	1	\$290.00	\$290.00
2020-0521-022	Rear Quarter Glass Side Marker LED Lights (Driver side - Red / Passenger side - Blue) (63L)	1	\$574.00	\$574.00
2020-0521-028	Siren/Speaker 100 Watt (includes bracket & pigtail) (18X)	1	\$314.00	\$314.00
2020-0521-031	Daytime Running Lights (942)	1	\$45.00	\$45.00
2020-0521-035	BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	1	\$543.00	\$543.00
2020-0521-039	Heater, Engine Block (41H)	1	\$90.00	\$90.00
2020-0521-040	Rearview Camera, Alternative (video will be displayed in 4in center stack instead of in rearview mirror)(D87R)(No Charge)	1	\$0.00	\$0.00
2020-0521-046	Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	1	\$0.00	\$0.00
2020-0521-047	Remote Keyless Entry with Four (4) FOBs/Transmitters (includes Liftgate Release Button) (Does not include Keyless Entry Door Keypad) (If ordered with Fleet Keyed Alike option, fobs are unique and are not fobbed-alike) (55F)	1	\$338.00	\$338.00
2020-0521-049	Rear Console Plate (wiring conduit from front console plate to rear seat) (Included with Ready for the Road Pkg #67H) (Not available with Interior Upgrade Pkg #65U or Front Console Plate Delete #85D) (85R)	1	\$44.00	\$44.00
2020-0521-051	Spot Lamp, LED Bulb, Driver Only (Whelen) (51T)	1	\$419.00	\$419.00
2020-0521-071	NEW - Class III Trailer Tow Lighting Package (Includes 4-pin and 7-pin connectors and wiring) (Class III Trailer Hitch Receiver w/ 5000# maximum tow capacity is standard equipment) (52T)	1	\$80.00	\$80.00
2020-0521-072	NEW - H8 AGM Battery Upgrade (900 CCA / 92-Amp) (19K)	1	\$109.00	\$109.00
2020-0521-082	VSO Red/Red LEDs in lieu of Red/Blue/White (Front Marker) (Only available with Front Lighting Solution #66A) (ZEP)	1	\$201.00	\$201.00

2020-0521-083 VSO Red/Red LEDs in lieu of Red/Blue/White (Rear Marker) (Only available with Tail Lamp Lighting Solution #66B) (ZET)	1	\$47.00	\$47.00
2020-0521-084 VSO Red/Red LEDs in lieu of Red/Blue (Side Marker Mirrors) (Only available with Side Marker LED Sideview Mirrors #63B) (ZEN)	1	\$47.00	\$47.00
2020-0521-085 VSO Red/Red LEDs in lieu of Red/Blue (Rear Quarter Glass Markers) (Only available with Rear Quarter Glass Side Marker Lights #63L) (ZEX)	1	\$47.00	\$47.00
2020-0521-086 VSO Red/Red LEDs in lieu of Red/Blue (Front Auxiliary located below headlamps) (Only available with Front Warning Auxiliary Light #21L) (ZEJ)	1	\$150.00	\$150.00
2020-0521-087 VSO Red/Red LEDs in lieu of Red/Blue (Rear Liftgate) (Only available with Rear Lighting Solution #66C) (ZEL)	1	\$47.00	\$47.00
2020-0521-212 Mud Flaps, OEM molded (set of 4) (DLR)	1	\$120.00	\$120.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$42,678.00
8.4 % Sales Tax:	\$3,584.95
Quote Total:	\$46,262.95



**PURCHASE ORDER 20-043-ERR-001
SPECIAL PROVISIONS
EXHIBIT B**

1. **Delivery.** Advance coordination of the work shall be made with the Project Manager Wil Ludemann, (360) 293-1921.

2. **Supplier Bears Risk.** The risk of loss or damage shall be borne by Supplier at all times until the Acceptance of the Goods or Services by City

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

4. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Title, PO Number and Price, or Amended Price. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Suppliers may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

The City shall notify the Supplier within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Supplier 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.

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

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

7. **Inspection.**
A. Of the Work

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

B. Project Manager's Authority

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

8. **Defense and Indemnity Agreement.** The Supplier 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

9. **Insurance Requirements**

A. Insurance Term: The Supplier 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 products and materials supplied to the City.

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

C. Minimum Scope of Insurance: The Supplier shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City of Anacortes shall be named as an additional insured under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

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

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

E. Other Insurance Provision: The Supplier's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Supplier'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 Supplier 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 Supplier before goods, materials or supplies will be accepted by the City.

H. Notice of Cancellation: The Supplier 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 Supplier 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 Supplier 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 Supplier from the City.

J. City Full Availability of Supplier Limits: If the Supplier 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 Supplier, irrespective of whether such limits maintained by the Supplier 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 Supplier.

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

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

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

13. **The City's Right to Terminate PO.**

A. Termination for Default

If the Supplier defaults by failing to perform any of the obligations of the PO 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 Supplier in the U.S. mail, postage prepaid, terminate the PO, and at the City's option, obtain performance of the work elsewhere. If the PO is terminated for default, the Supplier shall not be entitled to receive any further payments under the PO until the Scope of Services under this PO 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 Supplier. The Supplier 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 Supplier 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 PO 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 PO is terminated in accordance with this paragraph, the Supplier shall be entitled to payment for actual work performed at unit PO prices for completed items of work through the date of termination. An equitable adjustment in the PO 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 PO by the City at any time during the term, whether for default or convenience, shall not constitute a breach of PO by the City.

14. **Changes/Additional Work.** The City may engage Supplier to perform services in addition to those listed in this PO, and Supplier 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 PO. 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 Supplier to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this PO is approved in writing by both parties.

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

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

17. **Disputes**

A. General

Differences between the Supplier and the City, arising under and by virtue of this PO 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 PO.

B. Notice of Potential Claims

The Supplier shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Supplier 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 Supplier 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. Supplier 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 Supplier 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 Supplier 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 Supplier arising out of this PO, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Supplier to have oversight over the administration of this PO. 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.

18. **Force Majeure.** Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this PO if and to the extent that such party's performance of this PO 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 PO 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 PO. Rights Reserved: The City reserves the right to cancel the PO and/or purchase materials, goods or services from the best available source during the time of force majeure, and Supplier shall have no recourse against the City.

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

20. **Compliance with Laws.** The Supplier in the performance of this PO 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 PO to assure quality of services.

21. **Severability.** If any term or condition of this PO 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 PO are declared severable.

22. **Survival of PO Termination.** The provisions of the following paragraphs and the liability of the Supplier for default during the term of the PO shall survive, notwithstanding the termination or invalidity of this PO for any reason: The City's Right to Terminate PO; Governing Law; Disputes; Defense & Indemnity.

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

CITY:

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

CONTRACTOR:

Columbia Ford (W403)
Marie Tellinghiusen
700 7th Avenue
Longview WA 98632



City Council Agenda Bill

Meeting Date: 2/3/2020

Agenda Item: 5e

Subject: Anacortes Parks and Recreation Comprehensive Plan

Staff Contact: Jonn Lunsford

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

Action Type	
x	Ordinance No. 3063
	Code Revision? No
	Resolution
	Contract
	Public Hearing
	Staff Report

Summary Statement: The Parks and Recreation Comprehensive Plan is ready for approval by the City Council.

Background: The Plan was approved by Parks and Recreation Advisory Commission in 2018, forwarded to City Council by the Planning Commission in the spring of 2020 and has been reviewed by Council awaiting approval.

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: Plan was reviewed in spring 2019, by City Council, again on [November 4](#) and [December 16](#) of that year. Plan went before City Council on [January 27, 2020](#) for a final review. Public Survey data was moved to an Appendix in the Plan.

Competing Viewpoints Considered: Public Comments were taken and adjustments were made in the plan as noted.

Recommended Motion: I move to approve the 2020 Parks and Recreation Comprehensive Plan and adopt Ordinance 3063.

Alternative Actions: N/A

Attachments (listed in order presented): Parks and Recreation Comprehensive Plan, Ordinance 3063.

**ORDINANCE
NO. 3063**

**AN ORDINANCE OF THE CITY OF ANACORTES, WASHINGTON, AMENDING
ANACORTES PARKS AND RECREATION DEPARTMENT COMPREHENSIVE
PLAN 2020**

WHEREAS, in compliance with the Washington State Growth Management Act, Chapter 36.70A RCW, the City of Anacortes adopted a Comprehensive Plan and has amended the plan on several occasions since that time; and

WHEREAS, the City proposes to further amend the City of Anacortes 2016 Comprehensive Plan by replacing the Anacortes Parks and Recreation Plan 2009 with the Anacortes Parks and Recreation Department Comprehensive Plan 2020, and

WHEREAS, in accordance with RCW 36.70A.130, an adopted Comprehensive Plan shall be subject to continuing evaluation and review, and amendments to the Comprehensive Plan shall be considered no more frequently than once every year; and

WHEREAS, the schedule established by the Growth Management Act in RCW 36.70A.130(4) mandates each city in Washington to take action to review and, if necessary, revise its comprehensive plan to ensure compliance with the Growth Management Act; and

WHEREAS, the public review process for the proposed amendments included meetings, review, and comments from Parks and Recreation Advisory Commission, public hearings in front of the Anacortes Planning Commission, and public hearings in front of the Anacortes City Council; and

WHEREAS, a public notice was published in the Anacortes American for both the Planning Commission and City Council public hearings and encouraging public participation, thus fulfilling all public noticing requirements; and

WHEREAS, the City also encouraged public participation and provided information on the Anacortes Parks and Recreation Department Comprehensive Plan 2020 update on its website; and

WHEREAS, as a result of the City's efforts, the public has had extensive opportunities to participate throughout the Anacortes Parks and Recreation Department Comprehensive Plan 2020 process and all persons desiring to comment on the proposal were given a full and complete opportunity to be heard; and

WHEREAS, state agencies received 60 day notice of Anacortes proposed Anacortes Parks and Recreation Department Comprehensive Plan 2009 and Anacortes Community Forest Lands Comprehensive Plan 2009 amendments on March 16, 2009 and no formal comments were received; and

WHEREAS, a State Environmental Policy Act Checklist was prepared and a Determination of Nonsignificance was issued on March 13, 2019 for the proposed Anacortes Parks and Recreation Department Comprehensive Plan 2020;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, DOES HEREBY ORDAIN THAT:

Section 1. The changes in the Anacortes Parks and Recreation Department Comprehensive Plan 2020 and Anacortes Community Forest Lands Comprehensive Plan 2020 set forth in Attachment "A" to this ordinance are hereby adopted.

Section 2. Severability. The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 3. Repealer. Any ordinance or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This Ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect from and after five (5) days after its passage and publication as required by law.

PASSED AND APPROVED by the Anacortes City Council this ____ day of February, 2020.

LAURIE M. GERE, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steve D. Hoglund, City Clerk Treasurer

Anacortes Parks and Recreation Comprehensive Plan

February 2020

Introduction: Climate and Accessibility

Anacortes is situated in the Puget Trough of northwest Washington. The Trough, known in part as Puget Sound, is a lowland scoured by glacial action during the Pleistocene epoch. Many islands are scattered throughout the saltwater Sound. Puget Sound lies between two mountain ranges; the Olympic Mountains to the west and the Cascade Mountains to the east. Anacortes is part of a dramatic setting in the San Juan Islands and near the Canadian Gulf Islands and other Puget Sound islands which lie north and south of the city.

The City of Anacortes is in Skagit County, Washington, 80 miles north of Seattle and 90 miles south of Vancouver, British Columbia. Anacortes is on Fidalgo Island north of Whidbey Island and connected by bridges to the mainland across Swinomish Channel. Anacortes is reached by Highway 20, 16 miles west of Interstate 5 at Burlington. The city occupies the north portion of Fidalgo Island and is bordered on three sides by saltwater shoreline; Burrows Bay, Rosario Strait, Guemes Channel and Fidalgo Bay. The southern edge of Anacortes is mainly Anacortes Community Forest Land, a forest preserve with lakes, streams and trails crowned by Mt. Erie. Anacortes City limits range from sea level to the summit of Mt. Erie at 1,270 feet.

Anacortes has relatively mild yearly climate tempered by coastal conditions. Prevailing winds in the spring and summer provide drying and drought conditions, while in the fall and winter prevailing southwest winds bring winter storms and rain. Occasional northeast winds produce dry, cold temperatures in winter and dry warm temperatures in summer. The mean average summer temperature is 64 degrees and the mean average winter temperature is 40 degrees. Average annual rainfall is 26 inches, 10 inches less than Seattle. Snowfall averages 3 inches.

Parks/Rec service area extends beyond city limits

As part of the 2016 Anacortes Comprehensive Plan update, City Council reviewed population growth and the city population projections.

The population estimate (from the US Census Bureau) of Anacortes in 2016 was 16,681. Per the city forecast, the population of Anacortes may increase to 22,293 residents by 2036. It is important for planning purposes to know that the City of Anacortes Parks and Recreation Departments service area goes beyond the limits of the City of Anacortes. It is estimated that the service area includes an additional 25% population. It is also important to note that the City of Anacortes is not the only supplier of Parks and Recreation services in the area and those other providers are taken into consideration in this plan. Below are the population numbers and estimates that were used for the City of Anacortes Comprehensive Plan update in 2016. We are using those same numbers and projections to be consistent with the City Comprehensive Plan.

Table 1: Population Forecasts

	<u>2016</u>	<u>2036</u>
Anacortes City Limits	16,681	22,293

Through visionary efforts, the early citizens of Anacortes gave residents and visitors to the community a wonderful gift. Their forethought preserved many hundreds of acres of native woodland. This landscape creates a powerful legacy of respect for the natural environment and serves as a commitment of stewardship to the environment and to the community. This legacy is expressed in the volunteerism which helped build Causland Memorial Park and is manifested today in the development of Volunteer Park. The volunteer efforts of individuals and civic associations are deeply rooted in the community.

This Parks and Recreation Plan also reflects the effort of volunteers spending many hours discussing issues, researching opinions, discussing options, studying maps, preparing policies and imagining the future. There is a common thread, from early residents' land conservation, to today's efforts, a community shaping its future and offering a carefully planned Parks and Recreation vision to ensuing generations.

Park, open space, and recreation planning is an opportunity to improve the quality of life of a community and to evaluate performance. It is also an opportunity to hear from residents regarding types of facilities they need and the types of recreational programs they desire. The planning process is also an opportunity to respond to changing recreational needs, to collectively brainstorm on issues, and to introduce a new vision. The purpose of this plan is to guide public decision-making on these issues and visions.

This plan was last updated in 2009 and set goals to plan for future park and recreation needs. Within this plan, "parks" include recreational areas such as skate parks, athletic courts, multi-use pathways and trails, ball fields, playgrounds, open-spaces, public gathering spaces and areas for recreation and protection of wildlife habitat.

Chapter 1: Existing Parks & Recreation System

An inventory of the existing recreational areas, listed in alphabetical order is included below.

Ace of Hearts Rotary Park (“H” Avenue and 38th Street) is a 5-acre park featuring an off-leash fenced dog park, a Little League fast pitch/baseball field, a walking path, and a gravel parking lot. Possible future amenities could include permanent restroom facilities and a paved access road with parking.

Alice Parchman Newland Park (“R” Avenue) is a 10- acre linear park and street median developed along the “R” Avenue access road from Highway 20 into Anacortes waterfront industries and recreation areas. The park hosts some community artwork and serves as a walking corridor with views of Fidalgo Bay and Mt. Baker.

Ben Root Skate Park is a concrete skate park located on the north end of the Alice Parchman Newland Park.

Cap Sante Park (4th and “W” Avenue) is a 37-acre forested promontory at the eastern edge of Anacortes. It is primarily a viewpoint overlooking the marina, the City of Anacortes, March Point, Fidalgo Bay and the Cascades. A remnant of an amphitheater is located on the east bank of the park.

Causland Memorial Park (8th Street and “N” Avenue) was built in the 1920s by Louis LePage and is on the National Register of Historic Places. A portion of the park is dedicated to Anacortes veterans from World War I to the Vietnam War. The 2-acre park is unique in its use of decorative rock and black and white mosaic for structures and walls. Low, serpentine mosaic walls surround the park, and a bandstand, amphitheater and terraces are similarly made of colored pebble and rock mosaic. Other park features include picnic tables, mature ornamental plantings, a small grassy lawn and many terraces. The park is visited frequently by tourists enthralled by its lovingly detailed decorations.

Clearidge Park (Blakely Place) is a .8-acre partially developed park near the Anacortes Airport with one tennis court, two pickle ball courts, and a basketball court. It was given to the City as part of the subdivision process as homes were developed in the west side of Anacortes.

The Depot Arts and Community Center (7th Street and “R” Avenue) is a 5.75-acre site that is within Jim Rice Civic Park. It is generally triangular in shape and located two blocks east of Downtown Anacortes. The site houses a number of historic and natural attractions including: The Depot Building, which is listed on the National Register of Historic Places and houses the Depot Arts Center; the W.T. Preston, a large sternwheeler, and the Snag boat Heritage Center, a facility constructed in 2005 and dedicated to presenting information on Snag boat heritage; a seasonal farmers market; the Altair-Americas Memorial; a train house; a box car; a madrone grove; community artwork; and picnic tables.

Grand View Cemetery was originally established on September 25th, 1897 by William and Ernestine Deutsch. The cemetery was deeded to the City of Anacortes in October of 1945 and by City Ordinance dated February 5, 1946 the City took over maintenance and operations of Grand View Cemetery (light green on map below – 6.59 acres)). The City purchased additional property from the Deutsch family in later in 1946 that became Grand View Annex (light brown on map below – 6.79 acres). The City acquired additional property to the east of Whistle Lake Road from the Brooks family in 1949 (light blue on map below – 4.78 acres). The City acquired approximately 6.06 acres to the west of the cemetery in 1966 (light purple on the map below).



Guemes Channel Trail is a walking / biking path that runs along the Guemes Channel waterfront. The trails access point is at the Edwards Way cul-de-sac and continues east towards Anacortes for approximately 1 mile. Community efforts continue to link the trail from Washington Park to the Thompson Trail.

Heart of Anacortes (1014 4th Street) public park and outdoor community gathering place for music and entertainment. Seating for about 200 people in chairs or on natural turf. Public restrooms are located onsite.

John and Doris Tursi Park (West 12th and Pennsylvania Avenue) features a small pond and open, covered log structure, plus playground equipment including a climbing area, swings and a slide.

Jim Rice Civic Park (East of R Avenue from 6th Street to 9th Street) created by Ordinance 2158 in 1990. Please see Depot Arts and Community Center for more information.

Kiwanis Waterfront Park is a 2-acre natural park located west of the Guemes Ferry Dock. It features day parking, a paved path, beach access, three benches, and a picnic table.

Mt. Erie (South Anacortes off Heart Lake Road) is a 160-acre park. It includes the summit of Mt. Erie, the highest point of Fidalgo Island. There is a small parking area and a paved road to the top of Mt. Erie. It is a popular area for tourists, mountain climbers and hikers. Trails on the mountain connect to the surrounding Anacortes Community Forest Lands.

“N” Avenue Park (2nd Street and “N” Avenue) is .4 acres of mainly undeveloped street-end park land with views to Guemes Channel. A handful of parking spaces, community artwork, and a couple of picnic tables are also located at this park.

Pickett Pocket Park (Alleyway between 22nd and 21st on the east side of Commercial) is a planned “pocket park” that will likely be constructed by the time this plan is adopted. It will have a paver surface with tables, benches, planters and a sculpture.

Roadside Park (Kansas Avenue) is a .3-acre street end park. Also, there are a few parking spaces, picnic tables, and stairs to access the Guemes Channel trail.

Rotary Park (Market and “T” Avenue) is a 1.5-acre linear park located on the north and east edge of the Cap Sante Boat Haven at the base of Cap Sante. Rotary Park has a trail out to the Cap Sante breakwater, parking, picnic tables and a shelter. There is also a 9-hole Disc Golf course located within the park boundary.

Storvik Park (between 29th and 32nd streets) is a park of 8.7 acres. It has picnic tables, restrooms, one Little League game field which also serves as a multi-purpose youth soccer field and two basketball courts. Storvik also has children’s play equipment and is used regularly as a destination park by walkers. A recent project included building a new spray pad in the area west of newly renovated restrooms.

Ship Harbor Interpretive Preserve (between the Washington State Ferry Terminal and Edwards Way cul-de-sac) is an approximately 30 acre site that includes a sandy beach, some uplands and an extensive wetland area. There is approximately 3,000 feet of interpretive trails that are a combination of at grade and boardwalks. There are 5 beach access observation platforms with interpretive signage.

Shugarts Playground is a .25-acre playground adjacent to the Public Library.

Tommy Thompson Parkway is a paved non-motorized path which stretches 3.3 miles from 9th Street and “Q” Avenue along the old railroad corridor to March Point. It provides beach access

and incredible views of Fidalgo Bay and the Cascade Mountains. There is a restroom facility located at 22nd and “R” Avenue and at the Soroptimist Station, 409 30th Street, along the trail.

Volunteer Park (14th Street and “H” Avenue) has been largely a volunteer effort. There are approximately 24 acres of developable space, 15 acres of which are leased from the Anacortes School District. The Marguerite and Don Daniels Field is a Little League sized baseball and fast pitch field with an artificial turf surface. Alton B. Daniels Field is a regulation sized baseball field with artificial turf. Volunteer Field is a regulation sized baseball field with natural turf. All three fields have lights, seating, press boxes and scoreboards. Kiwanis Meadows, also located at Volunteer Park, has a multi-use field which is surrounded by a paved walking path, there is children’s play equipment, a picnic shelter, and a basketball court. South of Volunteer Park there is a large area of wetlands and open space. An improved cross-country course is also located in this area.

Washington Park (Sunset Avenue). This 220-acre park juts into Rosario Strait on the western edge of Anacortes, offering territorial views. The park has a day use area and overnight camping facilities. At Sunset Beach, on the north shore, there is a boat launch, restrooms, picnic shelters, playground and open play area. There are 75 campsites with restrooms, showers in the overnight area. Picnic sites and car pullouts provide beach access along Green Point, the west shoreline. A 2.3-mile loop road provides access to several shoreline areas and a viewpoint of Burrows Bay. The loop road is used by cars, cyclists, joggers and walkers.

29th Street Playground (29th Street and “Q” Avenue) is a half-acre playground on “Q” Avenue. There is children’s play equipment on the site.

Anacortes Community Forest Lands (ACFL). Anacortes owns approximately 2,950 acres of Anacortes Community Forest Lands (ACFL) in several large tracts. These include Little Cranberry, Heart Lake (the former State Park lands were acquired in 2002), Whistle Lake and Mt. Erie. The Forest Lands are largely within the city limits and include forests, lakes, streams, wetlands and meadows. Fifty miles of trails provide public access to and through the Forest Lands. A Forest Manager, Parks Maintenance Worker seasonal maintenance staff are employed by the Parks and Recreation Department to manage the land and maintain trails and facilities. The Forest Lands Comprehensive Plan covers management units, use zones and critical habitat areas. The Forest Advisory Board, five members appointed by the Mayor and City Council, oversees the implementation of the management plan and develops policies. A trail committee representing various user groups has developed trail and user group policy and has suggested trail etiquette to encourage responsible use of the forest lands. A Conservation Easement Program was initiated in 1998 whereby one acre of land is protected in the ACFL for every \$1,000 donated. The easements protect the land from logging, mining and development. Donations are placed in the Forest Endowment Fund and interest earnings shall be used for the support and enhancement of the Forest Lands as budgeted by the City Council with the advice of the ACFL Advisory Board.

To date the ACFL contains about 2,950 acres of forest. There are three main areas of the Anacortes Community Forest Lands: Little Cranberry Lake, Whistle Lake and Heart Lake.

Little Cranberry Lake Forest Lands (off of Georgia Avenue). This area includes approximately 703 acres around Cranberry Lake. The site is largely undeveloped Anacortes Community Forest Lands maintained by the Parks Department. Five public street ends provide public access, and limited parking, to trail heads.

Whistle Lake Forest Lands and Mt. Erie include approximately 1750 acres, also part of the former City watershed. Whistle Lake is a popular destination in the summer but has limited access with a trail to it and around it. Trail connections can be made from Whistle Lake to Mt. Erie and Heart Lake.

Heart Lake Forest Lands is an 80-acre Community Forest Land holding at the north end of Heart Lake plus approximately 452 acres that were formerly Heart Lake State Park and were transferred to City ownership in 2002.

Chapter 2: Park Facilities under Other Ownership

There are other significant parks in and around Anacortes which are not owned or operated by the Anacortes Parks and Recreation Department. These help meet the needs of the community and we believe must be considered when looking at the overall parks and recreation needs of the community.

Cap Sante Marina Public Esplanade connects Seafarer's Memorial with Rotary Park.

Deception Pass State Park is a 4,134-acre marine and camping park with 77,000 feet of saltwater shoreline and 33,900 feet of freshwater shoreline on three lakes. Rugged cliffs drop to meet the turbulent water of Deception Pass. The park is outstanding for breathtaking views, old-growth forests and abundant wildlife.

Fidalgo Pool and Fitness Center is owned and operated by the Fidalgo Park and Recreation District, created for this single purpose. The pool is 25 meters long, six-lanes and barrier free. In addition, showers, weight rooms, lockers and exercise rooms are available. The District has funded its operations on three-year levy cycles.

Guemes Mountain is a preserved area on Guemes Island that is made up a variety of public and private lands with the allowed uses during the allotted times the park is open.

Lake Erie and Lake Campbell are within a few minutes of Anacortes, and although they have limited public access and facilities, they are available and used by many.

“O” Avenue Beach is an area on the Guemes Channel at the terminus of “O” Avenue and 2nd Street between the Port of Anacortes's former transit shed (currently used for Port offices and public events) and Curtis Wharf. The Port's plan includes cleaning up and improving the shoreline, creating a public path to the beach, shoreline plantings, low impact storm water techniques and a viewpoint terrace next to Curtis Wharf. The adjacent Lone Tree Park improvement by the Port of Anacortes occurred in 2009. The area contains a plaza, lone tree, and picnic table.

Seafarers' Memorial Park is a 1.5 acre park developed and owned by the Port of Anacortes. Located on Fidalgo Bay just south of the Cap Sante Boat Haven at the east end of Seafarers' Way. It provides views of Mount Baker and the refineries on March Point, as well as an area for hand-launching small crafts.

A public building is used by the City's youth sailing program and by the public for community events and meetings. There are several picnic tables and a large grassy area with pathways. The park is included in an environmental cleanup which took place in 2009-2011. After restoration of the park and marine area, it has a new shoreline with native landscaping, a permanent dock for hand-launched boats, permanent storage for small boat equipment, and improved public access.

Sharpe Park is a 75 acre Skagit County Park that offers trails, picnicking, portable restroom, saltwater vistas and an open grass area. Montgomery-Duban's Headlands Park is a 37 acre park adjacent to Sharpe Park with trails and $\frac{3}{4}$ mile of shorelines. It is operated by Skagit County Parks and Recreation.

San Juan Passage, an approximate 100-house development in Ship Harbor area, has added one park that is available to the public. The park provides views of the Guemes Channel along with an access trail to the Guemes Channel Trail.

Schools and School Grounds provide play areas and active recreation opportunities for children of Anacortes and Fidalgo Island. Though these are not managed by the Anacortes Parks Department, they are among the recreational assets of the community and can be considered park assets. Anacortes High School has two multi-use soccer/football fields and one artificial surface football/soccer field along with an all-weather running track. They also have a dedicated throwing area for track and field. This complex is referred to as Rice Field at Seahawk Stadium. The stadium includes covered seating with seating for over 2,000 spectators. It also includes restrooms, press box, concession stand, and a memorial to those who gave their life for our country. The Middle School has six tennis courts. The elementary schools contribute various multi-use fields, three of which are useable for minor league and recreational level softball play (one at Island View and two by the Middle School tennis courts). There is a little league / youth fast pitch / adult softball field at Island View School. Mt. Erie, Fidalgo, Whitney and Island View Elementary schools provide play areas for small children. The City of Anacortes has an existing Interlocal Agreement with the Anacortes School District to share indoor and outdoor athletic facilities.

School House Park is a four-acre Skagit County Parks facility on Guemes Island that offers a youth baseball field, basketball court, playground and a tennis court.

Swinomish Links Golf Course is an 18-hole golf course open to the public that is owned and managed by the Swinomish Tribal Community.

Swinomish Channel Boat Launch is located on the Swinomish Channel under Highway 20 and is operated by Skagit County Parks and Recreation.

Tursi Trail connects south Fidalgo Island to access points near the ACFL. The trail starts at Pass Lake and runs north to Mt. Erie.

Young's Park is a 13-acre Skagit County waterfront park on Guemes Island that includes picnicking and saltwater access.

Chapter 3: Recreation Programs

The *Anacortes Parks and Recreation Department* offers diverse community-wide programs to fulfill the recreational needs of youth, adults and, seniors.

The *A-Town is Our Town* publication has become the main communication tool for the Parks and Recreation Department. It features information about department sponsored recreation programs and special events as well as information about Washington Park; Forest Lands activities including volunteer days, information regarding forest use, safety, and upcoming meetings; and Friends of the Forest sponsored hikes and fundraising events and Anacortes Senior Activity Center programs, Anacortes Public Library events and programs.

Non-departmental organizations that have submitted information in the publication include but are not limited to: Fidalgo Pool and Fitness Center, Boys and Girls Club, The Dance Center, Soo Bahk Do, Anacortes Community Maritime Center, American Red Cross, Co-Op Preschool, After School Arts Program, Anacortes Senior College, Yoga studios, Class ACT, Community Gardens and Anacortes Arts Commission.

Youth recreational activities include an extensive offering of youth sports leagues and camps, a seasonal small boating program (sailing) and various recreational classes including but not limited to: toddler play group, pee wee sport program, bowling, golf, drum lessons, flag football clinic, youth sport leagues, youth enrichment classes and tennis.

Adult activities include several recreational drop-in sport programs as well as a Co-ed Softball League and various recreational classes including but not limited to: Tai Chi, Dog Obedience, Yoga, and tango dancing. Generally activities for the senior population are organized by the Anacortes Senior Activity Center. Special Programs and Events include seasonal parties or celebrations, school vacation activities, special youth events and family events. Examples include a Daddy Daughter Dance, a Mom and Superhero dance, Kids-R-Best Fest, Breakfast with Santa, Holiday events, Kids Fishing Derby, summer camps and special road and trail run events.

Other Program Offerings

The City of Anacortes contributes an informative newsletter to the publication *A Town is Our Town* with information on recent city projects, Library programs and Museum events as well as information about Police, Fire, Sanitation, and Public Works.

The *Anacortes Community Youth Center* that will be operated and maintained by the City is still in the planning phase, however the goal is to provide a home for the Boys and Girls Club, have a facility where youth can gather, have offices for the Anacortes Parks & Recreation Department and available space for lease to local organizations that all support youth enrichment. Gym space is going to be a part of the facility and coordination of that gym space as well as the rest of the facility with facilities in the general vicinity (Pool, Senior Activity Center, Schools, etc.) will be critical to the success of the area.

The **Anacortes Museum and Anacortes Public Library** offer many programs and events. The Museum offers regular exhibits in its Carnegie Gallery and also operates the W.T. Preston and Snag boat Heritage Center. The Library offers regular Jazz performances on Sunday afternoons as well as many special events for children and adults.

The **Fidalgo Pool and Fitness Center**, under the direction and ownership of the Fidalgo Park and Recreation District, a completely separate entity from the City of Anacortes, sponsors fitness classes for all ages. Swimming activities, exercise classes and fitness equipment are available as well. Friends of Fidalgo Pool and Fitness Center encourages public use and distributes program and pool information. The Fitness Center organizes aerobic classes, strength building, self-defense and weight training.

The **Boys and Girls Club of Anacortes** offers extensive afterschool, weekend and summer programs for children of all ages.

Privately owned health clubs also serve the fitness and weight training needs of residents on Fidalgo Island. These businesses operate on a for-profit basis and are not subsidized by any governmental agency.

A **variety of privately organized youth recreational activities** are offered locally. They include Little League baseball, American Legion baseball, youth football, wrestling, AAU Basketball, Anacortes Lacrosse Club, Mountain Bike Club, select soccer and other programs. These and other groups like these have a significant effect on the demand for facilities. It is important to keep up with what groups come and go and what their interests are.

The privately owned **Fidalgo DanceWorks** provides a variety of dance classes to participants of all ages and abilities. Classes are offered year-round and at various times throughout the day.

The **Anacortes School District's After School Arts Program (ASAP)** is currently being retooled as it was recently put on hold by the District. It offered art sessions three times a year for any student grades K-6. A host of ever changing classes sponsored by the Anacortes School District include such things as dance, mosaic, drawing, knitting, guitar, digital photography, yoga, theatre, jewelry, painting, and art starts for K-2.

Anacortes Arts Festival offers more than just their annual 3 days festival each year in August. They also provide a Color Run each year in April, various spring time events and supports art education.

The **Anacortes Waterfront Alliance** is working to expand small boating and access to the water with the Parks and Recreation Department.

The **Anacortes Senior College** is an all-volunteer organization that offers courses to anyone aged 50 years or older. Classes are three and six weeks long, meeting once a week for two hours with three sessions per year. The classes generally meet in the afternoon at the Anacortes Middle School.

The ***Port of Anacortes*** also sponsors public programs, many of which relate to marine activities. An annual Waterfront Festival is co-sponsored by the Anacortes Chamber of Commerce and the Port of Anacortes. Activities include vessel tours, safety displays, music, art fair and boat show. The Port sponsors a summer concert series as well as in-water boat shows.

Anacortes Chamber of Commerce puts on various community events, some of the larger events are Bier on the Pier, Anacortes Spring Wine Festival, Waterfront Festival, Brewgrass event and the Anacortes Boat and Light Show.

CHAPTER 4

2018 PUBLIC MEETINGS/PUBLIC COMMENT

SUMMARY OF PUBLIC INPUT

The adoption of the Anacortes Parks and Recreation Plan is an undertaking which brings past documents and current opinions into a single planning document, a process required by the Recreation and Conservation Office (RCO) to qualify for grant funding. The State's Growth Management Act also recommends it. This process started with three public input meetings regarding Recreation Programs and Parks and Facilities that were held at City Hall on February 12, and at the Senior Center on February 17 and 22, 2018.

Eccos Design was hired to assist in the preparation of the public input component of the plan. The two main sources of information used to quantify community desires and establish program and/or facility priorities were an online public opinion survey and open house meetings. A detailed data table of the input from the month long public input survey is found later in Appendix 1. This chapter contains the summaries of comments obtained through public meetings in 2018.

The public meetings were held in the City during the Plan Update process. These meetings were multi-purpose; to inform people of the comprehensive plan update process, advertise the public opinion survey, inform participants about the existing system and to hear issues, concerns and feedback on the services provided.

The meetings were held "open house" style with a series of boards placed around the room where participants could see a listing of facilities within a various 'park type' (IE community events OR trails OR sports fields, etc.). At each of these stations, participants were given the chance to ask any specific questions and comment about the type of facilities they preferred. Prompts were given in different ways to allow participants to talk both about their "likes" and "dislikes". For example, such prompts included: "What I like about 'Athletic Fields' in the parks system is...." Or "What I would like to see different about 'Athletic Fields' in the park system is...". Participants were welcome to register their open comments and most people contributed with suggestions and comments.

Table 2.11
Open House Comment Summary on Facilities

Facility or Use	What I like most...	What I would like to see different...
Open Space/Natural Areas	Strong appreciation of Washington Park. Appreciation of all natural areas and open spaces.	Erosion, noise, lighting, garbage, dogs, and trails in wetlands are concerns. Open space for just open space desired, IE limit access to these areas. Comments centered on issues at Smiley's, Cap Sante, Kiwanis, and Washington Park
Linear Parks and Trails	Strong appreciation of multi-use Trails and Linear Parks. Trails seen as quality of life issue. Appreciation of SHIP, GCT, TT.	Strong concern about GCT in wetland buffer and being too close to shoreline. Some stated preference for soft vs hard trails.
Community Enrichment (Special events, leagues, camps, etc.)	Strong appreciation of major community events	More movies, add adult age programs, wildlife centered programs, and water-based activities.
Day Use and Neighborhood Parks	Appreciation of Wash Park, Storvik and Tursi. Like multi-use in these types of parks.	Concerns about dog, cars on WA Park Loop road and light spill from Volunteer Park. Maintenance is perceived as overdue at Rotary, non-field area of Volunteer Park and Storvik Park. More zip lines.
Special Use Parks	The Depot and Wash Park are strongly appreciated.	Several comments about Wash Park needing an updated boat launch and more restrooms.
Athletic Fields / Courts	Appreciation of fields at Volunteer park and the quality of the condition and maintenance of that facility.	Concern about Smiley's bottom being impacted by ballfields. Request for maintenance upgrades.

In addition to existing facility-oriented questions, one stations was dedicated to gauging people's interest in funding strategies. People were asked their interest in supporting increased taxes or levies for either expanding parks or increased taxes and levies for supporting maintenance and replacement of park infrastructure. There was an approximate 3:2 ratio of support to non-support for increasing taxes or levies, or stated another way, there was slightly more support than not for these potential increases.

Table 2.12
Funding Strategies

Funding Strategy	Would Support...	Would not support...
	General support for both expansion and maintenance taxes and levies, slight preference for maintenance.	No new taxes were documented by many participants. Request for more transparency in current funding and spending was noted.

Finally, one station was set up to ask participants what they might like to see or not see in a possible future community center.

Table 2.13
Funding Strategies

Future Community Center	Would like to see included...	Would NOT like to see included...
	Multi use space, meeting space racquet court space, gym space, teen focus was noted	Nothing specific was listed as not desirable, but comments were noted that the expansion of current be considered

It is noted that a number of those attending were there to promote a specific concern or recommend a specific interest be met.

Chapter 5: Park Needs & Standards

Developing standards / guidelines for the type and quantity of park and recreation facilities needed is approached in a variety of ways by each community. These standards are meant to serve as a guide for local planning agencies to best serve the needs and desires of their communities.

The National Recreation and Parks Association (NRPA) developed a standards and guidelines publication years ago that defines the standards in the following way:

- a national expression of minimum acceptable facilities for the citizens of urban and rural communities.
- a guideline to determine land requirements for various kinds of park and recreation areas and facilities.
- a basis for relating recreational needs to spatial analysis within a community-wide system of parks and open space areas.
- one of the major structuring elements that can be used to guide and assist regional development.
- a means to justify the need for parks and open space within the overall land use pattern of a region or community.

NRPA standards were developed to address average recreation service based on population (e.g. one facility/5,000 residents) or service radius (recommended distance from the park or facility). Suburban or rural cities generally use the population related standards, while dense cities may use the service radius method.

In the development of this plan it was determined that Anacortes is a unique community with significant resources that do not fit into existing NRPA park classifications. The emphasis of this plan is the integration of all public resources, not just those owned or operated by the city, so we will use the standards of specific needed facilities. We limited that list to quantifiable items (ball fields, play equipment, etc.) rather than general park references (neighborhood parks, waterfront parks, etc.). These facilities will at times make up a park, but they may also be on school grounds or some other piece of property. We feel that if we meet specific facility needs, the location, size, etc. of the parks that house them will fall into place. For these planning purposes then it is generally assumed that additional park amenities may be needed for any of the listed elements (for example ball fields may need parking lots, drinking fountains, benches, picnic tables, restroom facilities, etc.)

The following charts show what the Anacortes recreation demand is and how it is being/will be met now and in the future. Population estimates (from Table 1) are used for the analysis. These firmly established Anacortes Level of Service Standards consider the historical provision of facilities in the community adjusted by public input.

Chapter 6: Facility Standards

The following summary of facility types and their counterparts in the Anacortes Park system summarizes the recommended improvements or the approach to further development consistent with public input and staff direction. Elements of the recommendations for improvements can be found in the Action Plan within Chapter 7.

Regulation baseball

NRPA Standard:	1 Field per 5,000 Population
Existing Facility Ratio:	1 Field per 4,766 Population (Anacortes)
Facility Ration 2036:	1 Field per 6,369 Population
Recommended Standard:	1 Field per 7,500 Population

Recommendation: The regulation size baseball fields are Alton Daniels and Volunteer. Alton Daniels is a lit artificial turf field that counts as 2 fields in our system and Volunteer Field is a lit field and counts as 1.5 fields for a total of 3.5 fields. No additional regulation baseball fields are needed at this time or in the future unless demand changes.

Youth league baseball fields

NRPA Standard:	1 Field per 5,000 Population
Existing Facility Ratio:	1 Field per 4,766 Population (Anacortes)
Facility Ration 2036:	1 Field per 6,369 Population
Recommended Standard:	1 Field per 5,000 Population

Recommendation: There are 3.5 Little League fields (Storvik, Island View and Ace of Hearts / Rotary Park) in Anacortes. Storvik has lights and is counted as 1.5 fields. The demand for Little League Fields is met for now but expansion may be needed as the population grow

Fast pitch fields

NRPA Standard:	1 Field per 5,000 Population
Existing Facility Ratio:	1 Field per 8,340 Population (Anacortes)
Facility Ration 2036:	1 Field per 11,146 Population
Recommended Standard:	1 Field per 7,500 Population

Recommendation: There are 2 Fast pitch fields in Anacortes. Marguerite and Don Daniels field is lit and has artificial turf so counts as two fields in our system. There is a need for

a portion of a field to be added to the park system now which may be combined with another type of field to meet the growing need in the future.

Football fields

NRPA Standard:	1 Field per 20,000 Population
Existing Facility Ratio:	1 Field per 8,340 Population (Anacortes)
Facility Ration 2036:	1 Field per 11,146 Population
Recommended Standard:	1 Field per 10,000 Population

Recommendation: There are currently 2 football fields (Rice Field is lit and an artificial surface so counts as 2 fields in our system) in Anacortes. No new football fields are needed at this time, although improving or adding practice fields is needed. If a cooperative arrangement with the Anacortes School District to help those improvements occur were possible, it should be explored.

Soccer fields

NRPA Standard:	1 Field per 10,000 Population
Existing Facility Ratio:	1 Field per 4,170 Population (Anacortes)
Facility Ration 2036:	1 Field per 5,573 Population
Recommended Standard:	1 Field per 5,000 Population

Recommendation: There are four soccer fields available in Anacortes (two at Smiley's bottom, one at Storvik Park, and newly constructed Kiwanis Meadows at Volunteer Park). Both Storvik and Kiwanis Meadows have amenities. None of these fields are regulation sized or have full amenities. There has been an expressed desire for a regulation soccer "pitch" in Anacortes which was supported by the public input we received during this master planning process. With the growing popularity of soccer and lacrosse, additional field space will be needed in the future.

Tennis courts

NRPA Standard:	1 court per 2,000 Population
Existing Facility Ratio:	1 court per 1,853 Population (Anacortes)
Facility Ration 2036:	1 court per 2,477 Population
Recommended Standard:	1 court per 2,000 Population

Recommendation: There are currently six courts at the Middle School (Anacortes School District owned and maintained), one court at Clearidge (city owned and maintained), and two courts at

Fidalgo School (Anacortes School District owned and maintained). The City should do what they can to maintain the existing inventory, improve access to courts and amenities and locate two courts with lights at some future location.

Outdoor Basketball courts

NRPA Standard:	1 Court per 5,000 Population
Existing Facility Ratio:	1 Court per 3,336 Population (Anacortes)
Facility Ration 2036:	1 Court per 4,458 Population
Recommended Standard:	1 Court per 4,000 Population

Recommendation: Anacortes currently has five courts (two at Storvik Park, one at Whitney School, one at Volunteer Park and one at Tursi Park). The City should maintain its existing inventory and explore the possibility of a covered outdoor facility. The City should work with the School District to improve their outdoor facilities and add courts as opportunities present themselves.

Play Structures

NRPA Standard:	No standard
Existing Facility Ratio:	1 Structure per 1,668 Population (Anacortes)
Facility Ration 2036:	1 Structure per 2,229 Population
Recommended Standard:	1 Structure per 1,500 Population

Recommendation: There are currently ten publicly available play structures in and around Anacortes (29th Street Playground, Storvik Park, Washington Park, Shugarts Playground, Guemes Island, Island View School, Whitney School, Mt. Erie School, Fidalgo School and Tursi Park). Play structures are needed in the Northern Pacific Addition. The City should maintain/improve its existing inventory and add structures as opportunities arise and population growth continues.

Smooth Surfaced Walking Paths

NRPA Standard:	No standard
Existing Facility Ratio:	1 mile per 2,174 Population (Anacortes)
Facility Ration 2036:	1 mile per 2,906 Population
Recommended Standard:	1 mile per 2,000 Population

Recommendation: There are currently 7.67 miles of Smooth Surfaced Walking Paths in and around Anacortes (Thompson Trail 3.92, Washington Park 2.2, Storvik Park .25, Rotary Park .3, Guemes

Channel Trail 1). A multi-use trail connecting the Marches Point Park and ride with Washington Park should remain a high priority project.

Covered Picnic Shelters

NRPA Standard:	No standard
Existing Facility Ratio:	1 Shelter per 2,780 Population (Anacortes)
Facility Ration 2036:	1 Shelter per 3,715 Population
Recommended Standard:	1 Shelter per 3,000 Population

Recommendation: There are currently six covered picnic shelters in and around Anacortes (Washington Park upper beach, Washington Park lower beach, Rotary Park, Bowman's Bay, Rosario Beach and Tursi Park). There remains a need for one additional reserveable picnic shelter that needs to be located where there is parking and a restroom. This could fit in as part of any development of the Heart Lake area.

Chapter 7: Parks & Recreation Major Projects and Identified Needs

This section of the plan is arguably the most important chapter in that it lays out the large scale issues and projects that need to be addressed in the coming years. It highlights the most common priorities, along with some recommended actions. Following is a list of items as identified through our public participation process and staff's understanding of needs.

FUNDING: It has become clear that one of the major issues facing the Parks system in Anacortes is the long term funding of infrastructure and expansion. If the City wants to keep its existing Parks and Open Spaces adequately maintained and continue to expand to meet the growing needs it is going to have to find the financial resources to do that. All the planning will be for naught and go unrealized if the funding issue is not addressed. After the adoption of this plan it is imperative that the City seriously look at the various mechanisms for the long term funding of the Park system (REET, LTAC, General Fund Revenues, Bonds, Levies, alternate taxing districts (Grants, Donations, etc.) to come up with a system to address the long term needs that exist.

GUEMES CHANNEL TRAIL: For more than a decade, the City's elected leaders have been urging various City Departments to plan, build and maintain this extraordinary trail route connecting the Tommy Thompson Parkway with Washington Park, and many points in between. APRD staff have taken the lead, and the mile + route from the Edwards Way cul-de-sac east to Roadside Park has been built and is well used on a daily basis. Advocates of non-motorized travel continue to strongly support trail construction efforts, as do many recreational users, ranging from walkers to bicyclists.

Concerns have recently been raised regarding the SHIP wetland, and the potential for the trail to be routed through its buffer. City staff will continue to manage transparent planning processes, and follow all required permitting actions associated with the construction of the trail. In order to protect the environment and provide lasting enjoyment for future generations the City should work hard to find the balance that allows all of the public access to some of its special places while protecting and enhancing the environment.

Staff will also continue to work closely with elected officials throughout the completion of the trail.

APRD staff has received some input regarding the multiple use nature of the trail. A small number of walkers have asked that bicycles not be allowed on the trail. Staff have heard a larger voice asking for multiple use. APRD staff plans to continue to develop the Guemes Channel Trail as a multiple use facility.

COMMUNITY CENTER: The City, along with the School District and the Port of Anacortes, is taking a long look at the kinds of indoor facilities available to the public. The City has been asked to provide space for a variety of groups and activities ranging from Boys and Girls Club to meeting rooms, indoor gym space to a Teen Center. APRD staff will continue to work with

the community and elected leaders in the pursuit of a firm plan and funding package for the development and management of a community center.

STORVIK PARK: This long time hub of community recreation has undergone many positive upgrades over the last decade, including Our Town Our Park, the construction of a spray pad, new restrooms installed and the transition from a dirt to a grass infield at the baseball/softball facility. Additional improvements to the general condition of the multiuse field area are still needed. The northwest corner of the park emerges as the next most likely area to upgrade. Public input for this site has included desires for a bicycle pump track, parking lot, picnic area, a sand volleyball court and a licensed daycare facility. APRD staff will continue to ask the public for input on further improvements to the park. A development plan for the northwest corner is hoped for within the next two years. The Our Town Our Park playground has a separate funding source set up by the original Our Town Our Park committee that can fund maintenance and improvements to the playground. Those funds need to be used to help with that piece of infrastructure.

WASHINGTON PARK: While primarily funded by guests using the campground and boat launch, day use visits continue to increase by large numbers every year. Washington Park has recently upgraded its campground restrooms with a significant remodel, and hopes to improve the restrooms at the entrance of the Loop Road as well. However, the most frequently asked about park amenity is the Sunset Beach boat launch. Requests from park visitors range from double the size of the launch to increase the parking. Either option would produce significant impact to the existing park and beach. Parks & Recreation Department (APRD) staff will prioritize a master planning process for the Sunset Beach area, and hope to commence such a process by the year 2022.

In addition to the boat launch, the discussion of motorized use of the Loop Road is an on-going topic for APRD staff and park visitors. Many regular walkers would prefer to see an increase in restrictions of Loop Road use by motorized traffic. However, the motorized user groups have been vocal, not wanting any more time constraints put on their enjoyment of the Loop Road. APRD staff will continue to ask the question of potential changes to the motorized/non-motorized use restrictions of the Loop Road. At this time, however, there is no plan to deviate from the 10:00AM Loop gates opening seven days a week.

NATURAL AREAS AND OPEN SPACE: The City of Anacortes is blessed with many acres of natural features within its parks system. APRD staff will continue to place a high value on the care of this land, while working to help residents and visitors enjoy them. The Parks Department will look into the possibility of giving special designations to certain areas with specific limitations on what can and cannot be done in those spaces in an effort to provide better protections for them while having them be available to the public as appropriate.

THE DEPOT ARTS AND COMMUNITY CENTER: The old train depot, now managed by APRD, has become a popular event center for the city over the last decade. Both indoor and outdoor events now fill the calendar, and the growing Farmer's Market has become a fixture for the community. APRD will continue to improve the facility, with a focus on upgrades to

the plaza and madrone grove. This will largely be accomplished by continued work on the Depot Master Plan.

PUBLIC ART: Anacortes enjoys a healthy arts community, and APRD staff have worked to enhance this along with the Anacortes Arts Commission. This has been done through a variety of public art installations, art shows at City Hall, and many other diverse events and projects. APRD staff will continue to reach out to the arts community and artists, striving for further community enrichment.

HEART LAKE MASTER PLAN: While this resource is a part of the extensive Anacortes Community Forest Lands (ACFL), much support has been heard to implement the master plan, which the community produced in 2010. The master plan includes a variety of modifications including improvements to the existing gravel areas to reduce the overall impervious surface and help water runoff treatment. Additional improvements are; a day use area with covered picnic shelter, new boat launch and swim areas, installing a restroom facility, and looking into a connecting trail around the lake.

VOLUNTEER PARK AND SMILEY'S BOTTOM: APRD will continue to work with the Anacortes School District to improve accessibility to all facilities for teams, groups and individuals interested in both organized and solo recreation activities and environmental stewardship.

OFF LEASH DOGS: Pets and their owners continue to be a passionate topic for the citizens of Anacortes and the many thousands of park visitors we receive every year. While some would prefer no leashes required, ever, many others would like an increase in legal, off leash opportunities for the dogs. Volunteer and Washington Parks have been suggested as options for this. Other requests have come in that the City of Anacortes should do a more heavy handed enforcement of the leash law. APRD will continue to work with its citizens, visitors and the Police Department in order to provide safe play areas for dogs, their owners and those without pets.

ACTIVITIES FOR SENIORS: APRD staff will continue to develop programs and facilities that reflect and meet the needs and desires of our senior population. The Senior Activity Center will be joining Parks and Recreation in 2020. We expect more collaboration within our department to encourage senior activities and the blending of generations to their mutual benefit.

DEVELOP MORE ATHLETIC FIELDS: APRD staff will remain vigilant for opportunities to develop and/or acquire outdoor athletic field space. Athletic fields are a big concern in all Parks and Recreation Departments and Anacortes is no exception. Field development and improvement needs to be closely monitored and coordinated with other entities like the Anacortes School District to make sure the demand is met efficiently.

COMMUNITY EVENTS: APRD is one prominent partner in the offering of annual events. While there is typically strong support for these, staff will remain open to new ideas and opportunities for change in the annual planning of community events.

PORT OF ANACORTES NORTH AND WEST BASIN DEVELOPMENT: The Port of Anacortes is moving forward with its planning for the North Basin which may include a community events center, public open space and pedestrian connections to the Tommy Thompson Trail. It will be important to work with them closely as that will impact the Depot area.

WALKING PATHS AND CORRIDOR CONNECTIONS: APRD continues to follow the '09 Comp Plan Recommendation: The Parks Department should work closely with other City Departments to do all it can to secure walking paths and connecting corridors within the City and around the County. The 2016 City Comprehensive Plan articulates similar goals. Pocket Parks along Commercial Avenue and other areas of the city may also be sought out. The Port of Anacortes' North and West Basin Concept Plan supports the City's plan for improved walking paths and connecting corridors. A particular emphasis should be the pursuit of a waterfront trail connecting the Depot Arts Center to Washington Park. The Parks Department should also work to get bike racks installed where appropriate to assist those interested in non-motorized forms of transportation. Whenever possible, level routes and curb cuts should be incorporated to assist people with disabilities.

SMALL BOAT CENTER: APRD continues to follow the '09 Comp Plan Recommendation: APRD should work closely with other City Departments, the Port of Anacortes and the Anacortes Waterfront Alliance community group to assist local efforts to create a small boating facility or facilities on Fidalgo Bay. Rotary Park or other park property may be able to accommodate a small boat center. This center could in turn serve as a downtown stop for kayakers traveling "water trails" in the Puget Sound.

SHIP HARBOR INTERPRETIVE PRESERVE: APRD continues to follow the '09 Comp Plan Recommendation: Continue efforts with Washington State Ferries and adjacent development to secure access on either end of the trail. Ensure that any improvements made to the area are very sensitive to this Critical Area and are of the highest quality possible. Adopt a policy statement that recognizes the purpose of SHIP to protect the wetland and marine ecosystems and to provide appropriate public access to the shoreline and natural areas at Ship Harbor. Develop a management plan for SHIP.

ACCESSIBILITY IMPROVEMENTS: APRD continues to follow the '09 Comp Plan: APRD should continue its efforts to make facilities and areas accessible to as many individuals as reasonably possible whenever it can, and work with groups representing citizens with disabilities. Incorporate the principals of Inclusive Playground Design where possible in our parks and playgrounds as opportunities arise. An inclusive playground strives to remove physical and social barriers that might exclude a child.

Chapter 8: Goals and Policies

Goal PR-1. Park & Recreational Facilities. Provide a range of high quality and easily accessible park and recreational areas, facilities and opportunities that will serve a wide range of age groups, recreational interests and ability levels.

Policy PR-1.1. Provide park areas that are convenient to and accessible for the residents of Anacortes.

Policy PR-1.2. Provide programs for as many people of diverse abilities, ages, and genders as our resources allow.

Policy PR-1.3. Provide facilities and activities that are accessible per ADA standards and are sensitive to issues of universal accessibility in spirit. Increase awareness of accessible features via signage, publicity, and other means.

Policy PR-1.4. Provide a balance of both active and passive recreation opportunities that encourage active lifestyles, facilitate lifelong participation and generate a respect for the natural environment.

Policy PR-1.5. Develop a comprehensive multi-purpose trail system to serve recreational and non-motorized transportation functions for a variety of users, including handicapped-accessible routes where feasible.

Policy PR-1.6. Improve the arterial and neighborhood street system in the City to make provision for bicycle and pedestrian connections.

Policy PR-1.7. Support and encourage the Anacortes Community Forest Lands Management Plan's provisions for the maintenance of a trail system for recreational users.

Policy PR-1.8. Develop a long range master plan for the provision of recreational programs and services.

Policy PR-1.9. Include neighborhood pocket parks when appropriate to allow for community connections.

Policy PR-1.10. In cooperation with community partners (e.g. Anacortes School District, the Boys & Girls Club, etc.) explore options for potential development of a community center as a place where people can gather and recreate.

Goal PR-2. Shoreline Access. Increase the opportunities for public access to and enjoyment of the shorelines of Anacortes, including both physical and visual access.

Policy PR-2.1. Place a high priority on completing the multi-use trail along Guemes Channel from the Depot Arts Center to Washington Park with links to other natural areas including the ACFL and Ship Harbor Interpretive Preserve.

Policy PR-2.2. Pursue public-private and other agency partnerships in developing conveniently-spaced public access points to the Guemes Channel trail that include parking and other facilities that are designed to be compatible with their surroundings.

Policy PR-2.3. Work with the Port of Anacortes to develop and interconnect Cap Sante Marina and surrounding areas including:

- A. Continuing to support transient moorage facilities.
- B. Developing a public fishing pier.
- C. Enhancing landscaping, roadways, signage and pedestrian walkways.
- D. Developing a small boating facility and associated parking.

Policy PR-2.4. Develop a public trailered boat launch adjacent to the downtown area.

Policy PR-2.5. City owned rights-of-way or street ends that afford access to, or views of, marine shorelines should be evaluated for suitability as street end parks and/or wildlife corridors and developed as such if appropriate.

Goal PR-3. Efficient Parks Program Management. Provide parks, open space, recreation facilities, and a comprehensive recreation services program to the citizens of Anacortes in a well-run, economical and cost-effective manner.

Policy PR-3.1. Develop safe, high quality facilities that serve multiple purposes and functions whenever appropriate.

Policy PR-3.2. Avoid duplication of recreational programming with non-departmental organizations unless the demand for additional programs exceeds the supply.

Policy PR-3.3. Manage recreation on an economically sound basis, evaluating the need for fees on a case-by-case basis.

Policy PR-3.4. Provide leadership for all park and recreation activities in Anacortes by assisting other agencies, groups and individuals in their efforts to improve their quality of life. Act as a catalyst to help special interest groups organize and run their own programs, especially when for the benefit of local residents.

Policy PR-3.5. Foster and promote stewardship of the Anacortes Park and open space system.

Policy PR-3.6. Place planning emphasis on the development of a linked system of parks and open spaces.

Policy PR-3.7. Broaden the public understanding of parks to include sidewalks, boulevards, street ends and open space on other public properties.

Policy PR-3.8. When developing acquisition plans for new parks consider and provide for maintenance and operations costs.

Policy PR-3.9. Prepare master plans for development or improvement of existing parks based upon real needs.

Policy PR-3.10. Recruit, involve, and utilize volunteers in the planning and delivery of park and recreation programs.

Policy PR-3.11. Develop and implement parks and maintenance procedures that enhance the quality and durability of our park facilities.

Policy PR-3.12. Maintain adequate funding sources for parks and recreation planning, development, management and maintenance and maintain a plan for capital improvements to guide capital expenditures, utilizing City funding, grants, and fees for programs.

Policy PR-3.13. Continue to promote close working relationships with the Anacortes School District, Skagit County, the Port of Anacortes, citizen groups, volunteers and others who provide recreation programs and services including jointly funded projects where applicable.

Goal PR-4. Community Engagement. Engage the public in decisions about planning, acquisition, development and management of the park and recreation facilities and programs.

Policy PR-4.1. Maintain community engagement and a public feedback system to increase the community's awareness of and involvement in such issues as changes in recreation interests, park maintenance, city operations and services, etc. through the Parks and Recreation Advisory Committee and Forest Advisory Board.

Policy PR-4.2. Utilize the Parks and Recreation Advisory Committee and Forest Advisory Board's monthly meetings to hear public comments and take feedback on community interests and concerns.

Policy PR-4.3. The Parks and Recreation Advisory Commission will advise the City Council regarding the management of the Ship Harbor Interpretive Preserve. The Commission shall receive input from a subcommittee made up of interested community members who should have representation from environmental educators, the Shannon Point Marine Research Center, Evergreen Islands, Friends of the Forest, Anacortes School District, Samish Nation, Washington State Ferry System and others as appropriate.

Policy PR-4.4. The ACFL Advisory Board will advise City Council on management of all the lands that formerly comprised Heart Lake State Park, as well as Mt. Erie including the summit; and the area around Little Cranberry Lake dedicated in 1964 by City Council as Little Cranberry Lake Park.

Policy PR-4.5. Use a variety of modalities to communicate with the public including direct mailings, the City of Anacortes website, the government access television channel, e-mail lists, local popular press, local radio station, etc.

Goal PR-5. Parks Facilities Maintenance. Develop and implement parks and maintenance procedures that enhance the quality and durability of our park facilities.

Policy PR-5.1. Provide a high level of maintenance for all City facilities appropriate to the needs of the park.

Policy PR-5.2. Develop specific maintenance plans for some areas of the park system that address staffing priorities, equipment needs, etc.

Goal PR-6. Parks Funding. Ensure adequate funding sources for parks and recreation planning, development, management and maintenance and maintain a plan for capital improvements to guide capital expenditures.

Policy PR-6.1. Prepare, maintain and implement a comprehensive park, recreation and open space plan that fulfills the requirements of state and local granting agencies.

Policy PR-6.2. Pursue grant funding as appropriate to acquire and develop parks facilities and recreation programs.

Policy PR-6.3. Establish an operating budget that addresses the public demand, needs and interests as expressed in public opinion surveys.

Policy PR-6.4. Develop a fees and charges policy for residents of the City of Anacortes that is based on the ability to pay with costs shared between the City and the user.

Policy PR-6.5. Work with Skagit County to develop a specific approach to meeting the needs of those people living outside the City limits but likely to utilize City park and recreation services.

Policy PR-6.6. Require new residential development to provide impact fee payments to the City.

Policy PR-6.7. Adjust park impact fees to keep park facilities current with growth.

Policy PR-6.8. Foster partnerships and cooperative efforts with other agencies, jurisdictions, citizen groups and volunteers in planning for parks, recreation and open space opportunities.

Policy PR-6.9. Continue to promote close working relationships with the Anacortes School District, Skagit County, the Port of Anacortes and others who provide recreation programs and services including jointly funded projects where applicable.

Goal PR-7. Environmental Stewardship. Design, construct and manage parks facilities and programs with sensitivity to the protection and restoration of environmental resources and natural habitats.

Policy PR-7.1. Design and operate all park projects to comply with the City's Critical Areas, Tree Preservation, Storm water and Shoreline Regulations.

Policy PR-7.2. Include greenbelts in new park development or park redevelopment where appropriate; these greenbelts should include pedestrian connections, wildlife corridors and park / forestland buffers wherever practicable and reasonable.

Policy PR-7.3. Provide recreational opportunities while preserving and enhancing the resource value of each site (natural, cultural, historic, and recreational, etc.).

Policy PR-7.4. Promote stewardship of native habitat for wildlife and native vegetation where the choice contributes to habitat value in parks or areas of parks with natural lands, especially for sensitive habitats and habitats that are in decline.

Policy PR-7.5. Maintain or improve the functional integrity of water-courses, wetlands, bodies of water and their shores by keeping them in their existing natural condition where appropriate or restoring them as appropriate.

Policy PR-7.6. Continue to reduce the use of chemical fertilizers, pesticides and herbicides and to test the use of less toxic alternatives, particularly in areas immediately adjacent to waterways and wetlands.

Policy PR-7.7. Continue program to remove non-native invasive plant species from parks, the ACFL and city green spaces.

Policy PR-7.8. Increase recycling collection, purchase recycled products and promote energy conservation in parks facilities.

Policy PR-7.9. Purchase alternative fuel vehicles and requirement when appropriate for parks maintenance needs.

Policy PR-7.10. Take measures to minimize storm water runoff from park grounds using Low Impact Development (LID) when appropriate.

Policy PR-7.11. For storm water discharge from Anacortes Parks, provide treatment that effectively reduces or eliminates trash, oil, toxicants and fecal bacteria being discharged to marine water of the Puget Sound when appropriate.

Policy PR-7.12. Review and implement environmentally sound practices. This could include looking at water consumption, electrical power consumption, paper use, fertilizer use, herbicide use, gas consumption, etc.

Goal PR-8. Forestlands Management. Manage the Anacortes Community Forestlands (ACFL) with the principal goals of maintaining and enhancing habitat, aesthetic, and recreational values.

Policy PR-8.1. The Anacortes Community Forestlands (ACFL) are critical areas having the designation as a Wildlife Habitat Conservation Area.

Policy PR-8.2. Acquisition and habitat restoration funding for the ACFL, shoreline areas, and wildlife corridors will remain a high priority.

Policy PR-8.3. The Anacortes Community Forestlands should be managed to maintain their pristine and/or fragile environmental and to preserve watersheds, wildlife habitats, wetlands, and aesthetic values, while providing for appropriate low-impact recreational uses with priority for residents.

Policy PR-8.4. Continue to work towards the placement of conservation easements on all lands either currently in or added to the ACFL.

Policy PR-8.5. Continue to support the basic operation of the ACFL with General Fund dollars and augment that with interest from the Forest Endowment Fund.

Policy PR-8.6. Continue to work to find ways to fund the Forest Endowment fund either with the Conservation Easement Program or some other program that can be as successful as the CEP.

Goal PR-9. Open space connectivity. Establish and acquire a network of open space and public access corridors.

Policy PR-9.1. Develop an integrated open space network plan that identifies connection opportunities between historical, cultural, aesthetic, archaeological, biological, natural, recreational and educational sites.

Policy PR-9.2. Maintain and periodically update the “Open Space Connectivity Map” to identify greenbelt and open space areas within the urban growth area and between urban growth areas, generally consistent with the Skagit Countywide UGA Open Space Concept Plan (2009). This includes connections that link the Tommy Thompson Trail, Cap Sante, Washington Park, the downtown, marinas, city trails, schools and other assets; and links between the Community Forestlands and Deception Pass State Park.

Policy PR-9.3. Funding the protection of open space required for habitat, wildlife movement, public access, non-motorized recreational corridors, and similar purposes shall continue to be a City priority.

Policy PR-9.4. Unopened or under-developed rights-of-way shall be evaluated for use as non-motorized public and community access and wildlife corridors prior to granting any vacation or encroachment easement.

Policy PR-9.5. Consider methods to preserve areas with open space value adjacent to Anacortes Community Forestlands, including native growth protection easements and building setbacks.

Chapter 9: Park Funding Options

Funding and Financing Park and Recreation Facilities and Programs

Without a strategy for funding its development, the vision of a park and recreation system remains only in the imagination.

Often park and recreation facilities and programs are viewed as nonessential when compared with public safety, transportation and utility needs. In a household budget, parks may compare with vacation and entertainment funds, while the police and fire services may compare with the mortgage payment and weekly food budgets. Some things are essential, others can be thought of as optional. However, the health of a community is reflected in its quality of life. The quality of life is related to the community's environment, parks, open space, trails systems and recreational opportunities.

When designing a park, an apartment complex or a single family residence, we look at the surrounding properties to gain an appreciation for the setting. Often, we “borrow” elements of the adjacent landscape in the development of the site plan. Off-site trees, for example, can influence the placement and species selection for trees on our property. This “landscape borrowing” mirrors the use of non-park improvements to further the goals of the Parks and Recreation Plan.

Every public project should be perceived as an opportunity to implement a component of the plan. Therefore, funding for park and recreation improvements can be seen as originating from any of the budgets of the many City departments.

The committee putting this plan together wants to send a strong message that the Parks Department should do all it can to maximize every dollar spent on park and recreation improvements. The City must work with the other governmental agencies and private groups in the area to make sure there is not a duplication of services. The committee wants to see the City work with the County to come up with a funding mechanism to meet the needs of those not within the City limits but likely to utilize park and recreation services from the City.

There are many options and alternatives for funding park land acquisition, development and maintenance. These include a variety of bond and levy measures, state and federal grants, utility taxes and user fees, private donations and volunteer efforts, impact assessment fees or any other creative solution. Many of these options and alternatives typically utilized are described in the following table. The City has typically relied upon general tax revenues, LTAC and REET funds for these activities with limited success allocating the desired funds. There is a strong need to come up with a systematic approach that makes the funding available for the long term needs of the Parks and Recreation Department.

Table 3: Funding Opportunities

Funding Type	Funding Source
City General Fund	City funds from the annual operating budget.
Capital Improvement Fund	City funds allocated to major capital projects.
One Year Special Levy	A property tax for construction and/or operation levied for only one year. Requires a 60% majority approval of 40% of the voters who voted at the last election.
Bond Measure	A property tax for the sale of construction bonds. The tax assessment can be levied up to 30 years. Requires a 60% majority approval of 40% of the voters who voted at the last general election.
Councilmatic Bonds	A tax assessment initiated by the City Council. The limit is based in a percent of the total assessed valuation of the city. Seldom used.
Revenue Bonds	Revenue from the operation of the facility pays for the capital cost and debt service. Does not require a vote of the people.
Recreation and Conservation Office	The RCO manages a number of grant sources for state and federal agencies that should be monitored closely to see if there are funding opportunities to be had.
State Legislative Funding	The City can ask its Legislators to make appropriations out of the State budget for projects in Anacortes that could include Park and Recreation facilities, etc.
Other State and Federal Granting Agencies	There are a variety of State and Federal agencies that provide grants for all kinds of programs. The City should constantly monitor those and apply as opportunities arise.
Park Revenues	Revenue from park operations is used to pay for capital projects. Washington Park and Mt. Erie Park are both facilities in the Anacortes park system that generate this type of revenue.

Volunteer Efforts	Volunteers can contribute a great deal in terms of cash, materials, and labor to park improvements.
Park Impact Fees	Development fees imposed by a county or city for park land acquisitions and development. Fees charged to developers are typically based upon a set amount per residential unit. This amount is calculated to represent the development's share of public improvements necessitated by growth.
User Fees	Cities, counties, and special purpose districts can charge fees for use of facilities or participating in programs. They are often entrance fees or registration fees. A certain level of service or development may be required to assess park and recreation fees.
Donation / Foundations	Private donations and foundations are also possible sources of assets and funding.
Special Taxing District	Some communities have chosen to fund parks and recreation through a special taxing district similar to the Fidalgo Pool's taxing authority. RCW 36.69.010 provides a definition.

Anacortes Parks Foundation

The Anacortes Parks Foundation, formed in 1995, offers private support to the Parks Department in soliciting and coordinating private contributions as well as assisting with various development projects.

The Foundation has been an invaluable asset to the Parks and Recreation since its inception and the Parks Department needs to do all necessary to maintain and improve that valuable working relationship as appropriate.

Recreation and Conservation Office

For 40 years, Recreation and Conservation Office (RCO), formerly known as the Interagency Committee for Outdoor Recreation, has contributed to the state's recreational qualities and habitat conservation and interpretation through its investment of public funds in parks, trails, water access sites, wildlife habitat, and natural areas.

The RCO administers several grant programs for outdoor recreation and habitat conservation purposes. The RCO grant program requires that funds be spent for specific types of projects. To

be considered for funding assistance, most grant programs require that RCO be given assurance that the proposed project will be operated and maintained in perpetuity for the purposes for which funding is sought. Most grant programs also require that sponsors complete a systematic planning process prior to seeking RCO funding.

RCO has grant limits on most of its programs and encourages and often requires sponsors to share in the project's cost. Grants are awarded by the Committee based on a public, competitive process which weighs the merits of proposed projects against established program criteria.

There are five major RCO grant programs: Boating Facilities Program, Washington Wildlife and Recreation Program (WWRP), Land and Water Conservation Fund (LWCF), Firearms Range Program, and the Non-highway and Off-Road Vehicle Activities (NOVA).

The RCO funding programs require specific information to be gathered and presented in a planning document. This document reflects agency requirements for recreation planning. To apply in the Urban Wildlife Habitat category of the WWRP, a companion document or insert can be prepared to address habitat and wildlife issues.

Park Impact Fees

Impact fees are charges assessed on new development as a condition of approval to pay for public facilities needed to serve new growth.

The purpose and size of the fees must be reasonably related to the new development which creates the additional demand for public facilities. Impact fees should contribute a proportionate share of the cost and should be used for public facilities.

The state Growth Management Act (GMA) addresses "project improvements" and "system improvements" when describing impact fees. Project improvements refer to improvements as a part of the development itself. Other capital improvements generated by the development which go beyond its borders, such as the local road system linked to the development, are termed system improvements. Impact fees for system improvements need to be spent in conformance with the capital facilities plan included in the comprehensive plan.

The objective of impact fees is not to raise revenue, but to ensure that adequate capital facilities are built. An advantage of an impact fee program is that it distributes the burden of paying for growth-generated public facility costs to those most benefiting. Another advantage is that it allows developers to proceed with projects instead of waiting for public facilities to be constructed at a future date. Finally, an impact fee program allows local government to commit to constructing public facilities in a planned and systematic manner.

Proposed Action: Current Parks and Recreation impact fees, \$615 per new housing unit, have not been revisited since 1998. The Parks and Recreation Department is currently working on revising the impact fees in 2020.

Chapter 10: Park Capital Improvements and Service Enhancements

The following are recommended improvements for existing park facilities and services. There are details to be worked out for each of the items listed that are not included in this long range planning document. Site specific master plans or management plans may be developed for greater clarity and direction or may already exist and are noted in the description of that park. Additional permitting may be required for the items listed in this section.

Funding of Parks and Recreation

- 1) After adoption of the Comprehensive Plan, work with Council on various funding options that address the long term needs of maintenance, improvements, expansion and development of the City of Anacortes parks system. Using the list below, staff can work with the Parks and Recreation Advisory Commission to identify grants, private donations and other funding mechanisms to address priorities and opportunities.

Ace of Hearts Rotary Park

- 1) Complete construction of sidewalks, dugouts at fast pitch & baseball field.
- 2) Complete construction of off-leash dog park, path, plantings, parking, restroom, and other amenities.
- 3) Pursue daylighting Ace of Hearts Creek and improving the adjacent wetland area.
- 4) Continue efforts on back berm to grow native plants.
- 5) Improve walking trail around area.

Proposed action: “H” Avenue Stream Restoration in Capital Facilities Plan for 2024. Potential Park Improvements/Development 2022-2035.

Alice Parchman Newland Park (10 acres)

- 1) Continue tree replanting efforts.

Anchor Cove Park (5,700 square feet)

- 1) No improvements planned.

Ben Root Skate Park (.5 acre)

- 1) Work with park users on design to construct improvements or possible rebuild to the park.
- 2) Find way to include constructive street art in the park.

Proposed action: Local group interested in pursuing private funding for skate park rebuild. If successful, this could move timeline for new construction into the 2021 to 2025 timeframe.

Cap Sante Park (37 acres)

- 1) Provide a low automobile curb/railing around the parking area at the top.
- 2) Prioritize removing invasive non-native plants from the park.
- 3) Improve trail from the top parking area down to the east side and west side of the park.
- 4) Repair stone stairs on the east side of the park near the amphitheater.

Proposed action: Working with Anacortes Rotary Club on possible improvements to trail and existing paved pathway in the 2022 to 2024 timeframe. Other potential park improvements/development 2025-2035.

Causland Park (2.8 acres)

- 1) Design and construct restroom.
- 2) Restore the bandstand.
- 3) Continue improvements to wall in keeping with historical nature of park.
- 4) Continue large tree pruning, tree maintenance and replanting efforts at the park.

Proposed action: Potential Park Improvements/Development 2022-2035. Improvements may occur via private donations prior to these dates.

Clearidge Park (.8 acres)

- 1) Continue improvements to basketball and tennis/pickle ball court amenities.

Proposed action: Potential Park Improvements/Development 2022-2035.

Connectors, Pathways and Trails

- 1) Complete ACFL to Guemes Channel Trail connection where opportunities exist.
- 2) Coordinate Skagit County open space/trail corridor system with the Anacortes trail system where possible.
- 3) Identify other pocket park opportunities along Commercial Avenue and business district.
- 4) Work with Public Works Department on non-motorized and pedestrian connections as expressed in the City Comprehensive Plan, Heart Lake Master Plan and other parks master plans or as opportunities present themselves to connect new developments to parks and public greenspace.
- 5) Continue placement of bike racks and bike corrals at city parks and trailheads.

Proposed action: Pickett Pocket Park construction in 2020. Exploring opportunities as they present themselves to make connections to west streets from downtown for bicycles and pedestrians. Potential Park improvements 2020- 2025.

The Depot

- 1) Complete update as specified in Depot Master Plan, focusing on the north end the Depot plaza. This will likely include a new restroom, stage and Madrona grove access.
- 2) Maintain public art in the Madrone grove.
- 3) Continue maintenance to improve health and habitat for Arbutus trees.
- 4) Work with Port on their North Basin plan to enhance the Depot area and make connections to the marina and downtown easier to find and walk.

Proposed action: Restroom scheduled for construction in 2020 with County grant funds. Other grant funding being researched for stage and ADA grove access.

Heart Lake

- 1) A separated bike / pedestrian pathway is recommended as a non-motorized facilities project for the City in the transportation chapter of the Comprehensive Plan as an important improvement to get people to Heart Lake safely. (Refer to Heart Lake Master Plan for more information).

Proposed action: Potential Park Improvements/Development in Capital Facilities Plan for 2023 & 2024.

Horizon Heights Park

- 1) Identify current wetlands and buffer restrictions/opportunities.
- 2) Implement any improvements within permit limitations.

Proposed action: Potential Park Improvements/Development 2022-2035.

John and Doris Tursi Park

- 1) Maintain all plantings to ensure success of naturally planted areas and remove invasives as necessary.

Proposed action: Potential Park Improvements/Development are actively occurring.

Kiwanis Waterfront Park

- 1) Improve native plantings and lawn area.
- 2) Consider formalizing some of the internal informal trails within the park.
- 3) Plan for Guemes Channel Trail to go through the park and connect to 6th Street widened sidewalk.

Proposed action: Potential Park Improvements/Development are actively occurring regarding improvements to planting areas. Potential Trail Improvements/Development 2020 to 2035.

Mt. Erie School/Park (0.5 acres)

- 1) No improvements planned.

Mt. Erie Park (80 acres)

- 1) Construct restroom (consider innovative construction on challenging terrain).
- 2) Repair Erie Mountain Road.
- 3) Improve parking arrangements.
- 4) Improve signage.

Proposed action: Ray Auld Drive repair occurred 2019. Erie Mountain Road improvements scheduled 2020-2022. Other Potential Park Improvements/Development 2022-2035.

“N” Avenue Park (18,000 square feet)

- 1) Add bench, tables and other amenities
- 2) Remove invasive weeds on site as they appear.
- 3) Improve waterfront connector trail where possible
- 4) Work with Samish Nation, Port of Anacortes and Anacortes Museum on renaming park.

Proposed action: Adjacent site clean-up scheduled 2020-2022 by Port of Anacortes. Potential Park Improvements/Development 2022-2035.

Park at Minnesota and West 6th

- 1) Complete park improvements as preliminarily designed.

Proposed action: Potential Park Improvements/Development 2022-2035.

Pickett Pocket Park (0.2 acres)

- 1) Create pocket park in vacated alley way for new public green space.
- 2) Provide public benches, picnic tables, landscaping and public art on south Commercial Ave.

Proposed action: Construction planned for January 2020.

Roadside Park (0.3 acres)

- 1) Improve parking area at the entrance.
- 2) Continue to clean up or cover debris and remove invasive plants.

Proposed action: Clean up work is ongoing. Potential Park Improvements/Development 2022-2035.

Rotary Park (1.5 acres)

- 1) Improve a secondary unpaved trail for pedestrian and other access.
- 2) Continue removing invasive non-native plants from the park.
- 3) Improve landscaping and picnic opportunities at south end of the park.
- 4) Construct a small interpretive board.
- 5) Continue improvements to disc golf course.

Proposed action: Working with Anacortes Rotary Club on possible improvements to trail and existing paved pathway in the 2022 to 2024 timeframe. Other potential park improvements/development 2025-2035.

Ship Harbor Interpretive Preserve

- 1) Continue non-native plant removal.
- 2) Finalize plans, permit and build boardwalk extension to WSF terminal and interpretive station(s).
- 3) Develop a management plan for the area that could include a “special designation” for the area with specific do’s and don’ts.

Proposed action: Potential Park Improvements/Development 2022-2035.

Shugarts Playground (0.5 acres)

- 1) No improvements necessary.

Storvik Park (8.7 acres)

- 1) Find alternative uses for old croquet court and shuffle board area in park’s NW section. Items discussed for this area include a sand volleyball court, horse shoe courts, bicycle pump track and bocce ball among others.
- 2) Continue irrigation repairs
- 3) Upgrade field and lighting.
- 4) Repair and upgrade backstop and dugouts.

Proposed action: Storvik Field improvements in Capital Facilities Plan (CFP) for 2022. Storvik Small Courts upgrade in CFP for 2021. Other Potential Park Improvements/Development 2022-2035.

Tommy Thompson Trail

- 1) Plan and construct connections to other pedestrian paths created along Fidalgo Bay as area develops.
- 2) Continue tree and shrub plantings along Fidalgo Bay to enhance shade for shore spawning fish.
- 3) Plan and complete improvements to connect to March Point Road park and ride.
- 4) Continue efforts to install public art along the trail.
- 5) Work with other agencies to connect trail to Berentson Bridge.
- 6) Work to remove ivy and other non-native invasive plants along the corridor.
- 7) Work with other entities to enhance shoreline south of the Grimm property.
- 8) Work to find additional parking for access along the trail including racks for bicycles.
- 9) Look for ways to develop a parking lot on the March Point Road side of the trestle.
- 10) Work with the DNR to consider trestle / causeway replacement options.
- 11) Develop entrance parking lot and improved access at 34th Street along with improvements to Rotary Park area.
- 12) Improve pedestrian and bicycle access from adjoining neighborhoods where feasible.
- 13) Partner and coordinate with the Port of Anacortes on connections from 9th to the Depot.

Proposed action: Trestle and Causeway Replacement in Capital Facilities Plan for 2024. In discussions with Port of Anacortes and other potential developers to continue paths along Fidalgo Bay, 2021-2024. Other Potential Park Improvements/Development 2022-2035.

Guemes Channel Trail

- 1) Acquire land and \or easements for Guemes Channel Trail and adjacent shoreline habitats.
- 2) Work on ways to enhance the shoreline and bank along sections of the trail, including plantings, beach feedings and other means.
- 3) Work with property owners all along the route from Washington Park to Kiwanis Waterfront Park to get voluntary easements or property acquisitions for the trail.
- 4) Work with adjacent property owners to educate about the hillside and how to make / keep it healthy.
- 5) Improve pedestrian and bicycle access to trail from adjoining neighborhoods where feasible.

Proposed action: US Army Corp of Engineers is working on beach feeding permits with City. Potential Park Improvements/Development 2022-2035.

Volunteer Park (includes Alton Daniels Field, Volunteer Field, Marguerite and Don Daniels Field, and Kiwanis Meadows; 15 acres)

- 1) Investigate low impact lighting in playground area.
- 2) Work with School District to improve amenities at the park as well as connector pathways around the area.
- 3) Work to improve wetlands and buffers as detailed in forthcoming management plan in 2020.
- 4) Continue repair schedule for existing stadiums and dugouts.
- 5) Work with Anacortes School District to install interpretive signage along trails and wetland edges.

Proposed action: Turf Fields updated through private donations in 2017 & 2019 respectively. Signage and improvements to wetlands and buffers is ongoing. Dugout and stadium improvements started in 2019 will continue in 2020. Management Plan for Smiley's Bottom scheduled for completion in 2020. Other potential park improvements/development 2022-2035.

Washington Park (220 acres)

- 1) Update master plan to include improvements to the day use areas. This should include improvements to parking areas, pathways, picnic shelters, turf in day-use area and restrooms.
- 2) Repair loop road and keep up on those repairs.
- 3) Improve trail system to balance recreational goals with environmental impact.
- 4) Improve Burrows Channel look out by accommodating parking and providing viewing site while protecting meadows.
- 5) Update utility service in campground and picnic shelters.
- 6) Seek funding for master plan improvements. Continue to build Washington Park fund balance for maintenance and capital improvements.
- 7) Continue invasive plant removal and maintain shoreline trail west and north of Sunset Cove. Interpretive signage along trail may be useful for trail users.
- 8) Investigate options for additional boat ramp capacity and parking.

Proposed action: Potential Park Improvements/Development in 2020 include updating utility service in campground. Campground improvements in the Capital Facilities Plan for 2021. Burrows Lookout improvements could be in the 2020 to 2024 time frame through private donations. Other potential park improvements/development 2022-2035.

Appendix 1

Public Input Survey

SUMMARY OF PUBLIC INPUT

The adoption of the Anacortes Parks and Recreation Plan is an undertaking which brings past documents and current opinions into a single planning document, a process required by the Recreation and Conservation Office (RCO) to qualify for grant funding. The State's Growth Management Act also recommends it. This process started with three public input meetings regarding Recreation Programs and Parks and Facilities that were held at City Hall on February 12, and at the Senior Center on February 17 and 22, 2018

Eccos Design was hired to assist in the preparation of the public input component of the plan. The two main sources of information used to quantify community desires and establish program and/or facility priorities were an online public opinion survey and open house meetings. A detailed data table of the input from the three open house public meetings and the month long public input survey is found later in this plan. This chapter contains the summaries of comments obtained through this interface with the public.

A draft plan was compiled by staff based on the public meetings and the public opinion survey results. The Recreation and Conservation Plan for Washington State was also used to determine statewide trends as well as planning from the statewide perspective. The draft plan was brought to the Parks and Recreation Advisory Commission in April of 2018 for review by Commissioners and to open the draft plan to public comment. The Anacortes Planning Commission and the Anacortes City Council held subsequent meetings, with the final plan formally adopted by the City Council.

SUMMARY OF THE 2018 PUBLIC INPUT SURVEY

For the 2018 Parks and Recreation Comprehensive Plan Update, Anacortes Parks and Recreation (APR) prepared a public input survey that was delivered via the internet. This survey was open for the entire month of February 2018. The overall goal of the opinion survey was to provide APR with estimates of residents' preferences for parks and recreation facilities development and priorities for future planning. This survey was open to all residents of the City, as well as non-residents and was advertised in the following ways:

1. Two press-releases in the Anacortes American

2. An invitation, and multiple reminders were sent to the entire customer database of the Parks and Recreation Department
3. A link listing on the City of Anacortes web page, as well as the Parks and Recreation Department web page
4. An invitation was sent to all City department heads
5. An invitation was sent to Parks Foundation Members for re-distribution to other user groups
6. The survey was advertised during the public meetings held in February of 2018

At the end of the public opinion survey, over 442 households completed the survey. Once a household (computer) had completed the survey, software allowed the survey to be modified but not taken a second time. This placed some sidebars on attempts to complete more than one survey. The survey was delivered in English and a printed version was made available for non-computer users.

It is acknowledged that the public input survey is limited as use for representative data because participation was self-selecting. This sampling of self-chosen participating households was just another tool utilized for obtaining input from the public. It is an augmentation of all other means of obtaining the public's recreational needs.

Participant Demographics:

Most people who participated in the opinion survey were from Anacortes. As is often the case with public input, the senior population participated in a greater proportion than the general population. It is interesting to note that 49% of respondents were age 50 or older. See the demographic summary below.

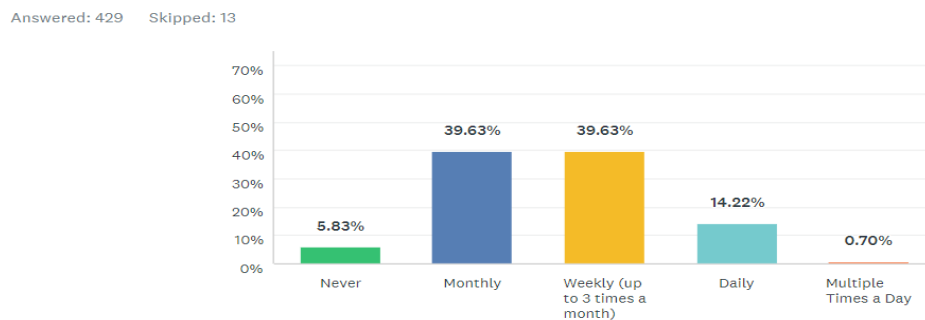
Table 2.1
Demographics
N= 442 HOUSEHOLDS

Age		Children at home	
17 or younger	2%	Yes	53%
18-20	1%	No	47%
21-29	2%		
30-39	23%	Residency	
40-49	23%	Resident of Anacortes	78 %
50-59	16%		
60 or older	20%		
70 or older	13%		

Park Usage and Importance:

Nearly all (90%) of the respondents reported their household had used a park facility in the past 12 months. Of those, almost half (44%) reported that they use the park on a daily or weekly basis. (Figure 2.1)

Figure 2.1
Frequency of Park Use



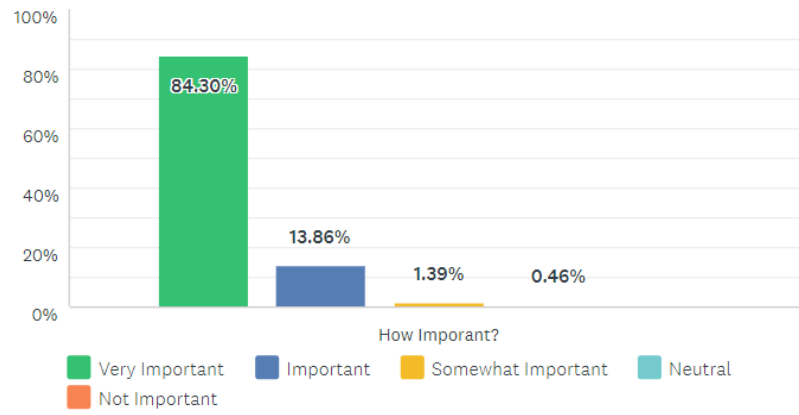
Of those who do not use Parks and Recreation Services (6%), the most prevalent reasons were (1) busy, (2) other interests. (See Comments in Appendix 3).

Nearly all respondents (98%) ranked Parks and Recreation Services as Important or Very Important to maintaining the quality of life in Anacortes (Figure 2.2).

Figure 2.2

Importance of Parks and Recreation Services

Answered: 433 Skipped: 9



Ranked Priorities

Respondents were asked to rate the importance or un-importance of different programs and facilities to determine what was perceived as important. The table below reports the percentage of respondents that said the following activities or facilities were very important or somewhat important.

Table 2.2
Importance of Facilities and Programs

Facilities/Programs	Very or Somewhat Important
Parks (General)	95%
Trails and Pathways	95 %
Public Beach / Water Access	94 %
Open Space or Natural Areas	90 %
Swimming Pool or Aquatic Center	79%
Children's Play Equipment / Playground	78 %
Community Events	77 %
Sports Fields	76 %
Sports Courts	70 %
Exercise/Fitness	67 %
Gym Space	65 %
Boat Launch Area	63 %
Small Boat Facility	55 %
Mountain Bike Skills Area	46 %
Dog Parks	49 %
Spray Parks	49 %
Skate Park	38 %
Bike Pump Track	36 %
Disc Golf	25 %

Residents were then asked to rank the top three priorities from the list of facilities and programs above. These results are summarized in Table 2.3.

Table 2.3
RANKED Importance of Facilities and Programs

Facilities/Programs	
1. Trails and Pathways	HIGHEST
2. Open Space or Natural Areas	
3. Public Beach / Water Access	
4. Swimming Pool or Aquatic Center	
5. Sports Fields	
6. Parks (general)	
7. Children's Play Equipment / Playground	
8. Mountain Bike Skills Area	
9. Community Events	
10. Bike Pump Track	
11. Small Boat Facility	
12. Sports Court	
13. Boat Launch Area	
14. Exercise Fitness	
15. Dog Parks	
16. Disc Golf	
17. Other	
18. Spray parks	
19. Skate Park	LOWEST

It was anticipated that trails, sports fields/courts, and mountain biking would be important to the community so each of these areas had a follow up question regarding prioritized preferences in each of those categories.

Trail Type Priorities

Table 2.4
RANKED Trail Type Priorities
N=278 Households

Facilities/Programs	Number of respondents listing as top category
1. Paved Linear Trails (IE Tommy Thompson / Guemes Channel Trail	299
2. Nature Trails	291
3. Waterfront Trails	268
4. Soft Surface Walking Trails	143
5. Mountain Bike Trails	121
6. Sidewalks	80
7. Other	7

Sports Fields Priorities

Table 2.5
RANKED Sports Field Priorities
N=260 Households

Facilities/Programs	Number of respondents listing as top category
1. Soccer	222
2. General Open Field Space	222
3. Baseball	124
4. Lacrosse	61
5. Softball	57
6. Football	44
7. Other	22

Sports Court Priorities

Table 2.6
RANKED Sports Court Priorities
N=260 Households

Facilities/Programs	Number of respondents listing as top category
1. Basketball	194
2. General Open Gym Space	194
3. Tennis	144
4. Volleyball	98
5. Pickle Ball	69
6. Other	16

Mountain Bike Priorities

Table 2.7
RANKED Sports Court Priorities
N=219 Households

Facilities/Programs	Number of respondents listing as top category
1. Single Track Trails	177
2. Skills Areas with Structures	160
3. Wider Cross-Country Trails	138
4. Pump Track	103
5. Other	17

Community satisfaction:

Another important factor queried in the survey was satisfaction with the current parks system. In general, the community appears satisfied with the conditions and activities of the city parks in Anacortes. The Tommy Thompson Trail, which is heavily used, is at the top. At the bottom is Volunteer Park, but which still has more people reporting high levels of satisfaction than not.

Table 2.8
Existing Park Satisfaction
N=345-404 Households

Location	Very Satisfied/Satisfied with <i>Activities</i>	Very Satisfied/Satisfied with <i>Condition</i>
Tommy Thompson Trail	84%	87%
Washington Park	81%	85%
Storvik Park	77%	73%
Guemes Channel Trail	69%	67%
Volunteer Park	67%	64%

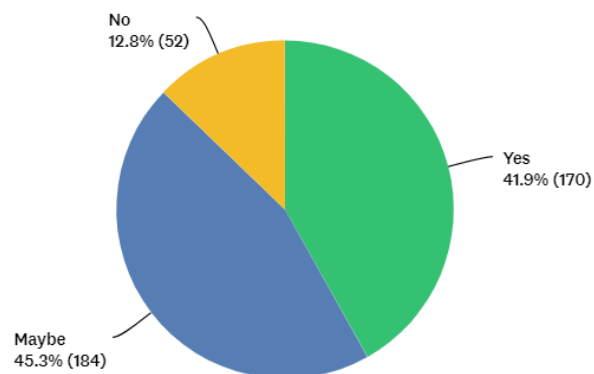
Park Funding:

Understanding how to pay for any increase in level of service is an important component in considering any desire for more park facilities. This survey asked respondents to consider a tax increase in the form of a levy. In other words, are people willing to “back their respective responses with their money?” The data may have significant value if Anacortes residents ever decided to form a taxing district to support parks.

Figure 2.3
Park Funding

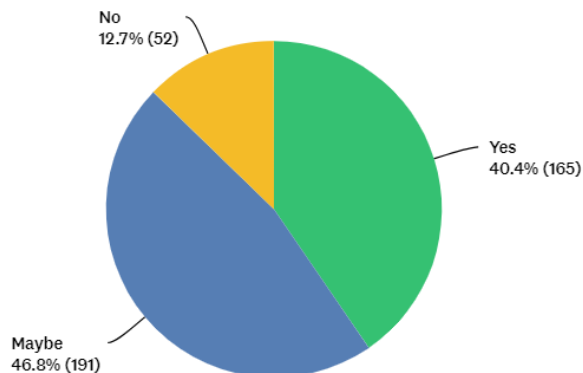
Some communities have chosen to tax themselves to increase the number of parks and recreation in their community such as the Bellingham Greenways Levy and the 2013 Seattle Parks Levy. Would you support increased taxes or levies to support expanded or enhanced recreational opportunities in Anacortes?

Answered: 406 Skipped: 36



Would you support increased taxes or levies to support long term maintenance / replacement of infrastructure (playground equipment, utilities to campground at Washington Park, backstops, artificial turf, etc.) in parks and park facilities around Anacortes?

Answered: 408 Skipped: 34



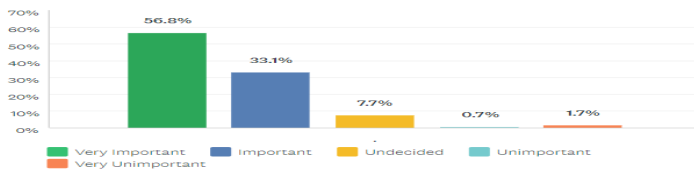
Recreation Programs:

Beyond facilities and sports programs, interest in community enrichment and recreation programs was surveyed. Most residents (90%) feel these programs are important.

Figure 2.4
Recreation Programs

How important do you feel community events, classes, sports programs, and enrichment activities are to quality of life

Answered: 405 Skipped: 37

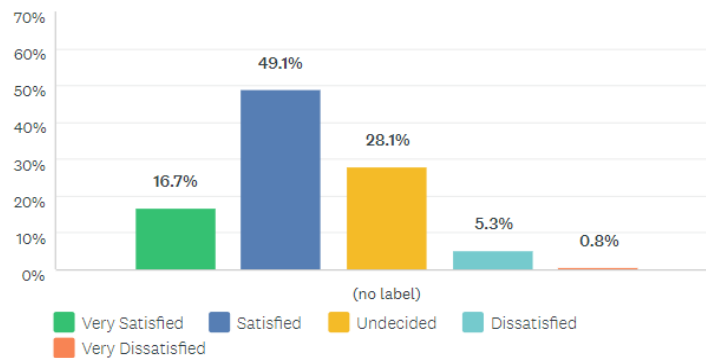


The follow-up question related to satisfaction with the selection of recreation activities offered by APR. There is greater satisfaction than not, but the greatest response is neutral or undecided.

Figure 2.5
Recreation Programs Satisfaction

How satisfied are you with the selection of classes, sports programs, and enrichment activities currently offered by APR

Answered: 395 Skipped: 47



There was an open-ended text follow-up question asking people what types of classes, sport programs and enrichment activities they would like to see more of. Following in Table 2.9 are the most requested program offerings.

Table 2.9
Open Ended Requested Offerings
Only suggestions with 5 or greater responses are listed

classes, sport programs and enrichment activities	Number of times requested
Sailing and small boating	38
Adult Classes and activities (not sports)	16
Adult Sports	14
Youth sports	13
Youth Club activities (not sports)	11
Mountain Biking events and classes	8
Yoga	8
Adult Tennis	7
Dancing Classes	7

There was an open-ended text follow-up question asking people what types of community events they would like to see. Following in Table 2.10 are the most requested program offerings.

Table 2.10
Open Ended Requested Offerings
Only suggestions with 5 or greater responses are listed

Community Event	Number of times requested
Youth Club activities (not sports)	11
Regattas, boat races	6
Mt Bike races and organized rides /days	5
Park Volunteer days to assist in maintenance or projects	5
Music Festivals (adults and kids)	5
Movie Nights	5
Mother / Son and Father / Daughter dance	5



City Council Agenda Bill

Meeting Date: 2/3/2020

Agenda Item: 7a

Subject: Restricted donation acceptance

Staff Contact: Steve Hoglund

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

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

Summary Statement: An anonymous donor made a \$150,000 donation restricted to use of reroofing the Senior Center with a metal roof.

Background: Restricted donations over \$10,000 are required be accepted by City Council. The City would like to accept a \$150,000 cash donation with the intent that it be used to reroof the senior center, and donor requested a metal roof, if at all possible.

Budget Impact	
Amount	\$150,000
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	No
Revenue Source	Donation

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: NA

Competing Viewpoints Considered: City departments should not accept donations and rely only on City funds to operate.

Recommended Motion: I move to accept the \$150,000 donation to be used towards reroofing the Senior Center.

Alternative Actions: Do not accept donation.

Attachments (listed in order presented): None



City Council Agenda Bill

Meeting Date: 2/3/2020

Agenda Item: 7b

Subject: 2019 Year End Finance Update

Staff Contact: Steve Hoglund

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

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

Summary Statement: A year end finance update reviewing major revenue and expenditure streams, after the last 2019 check run.

Background: Revenues are generally meeting expectation. Utility tax has decreased from prior years due to lower private tax payers, and GFC's are lower in the utilities, consistent with fewer building permits issued.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: N/A

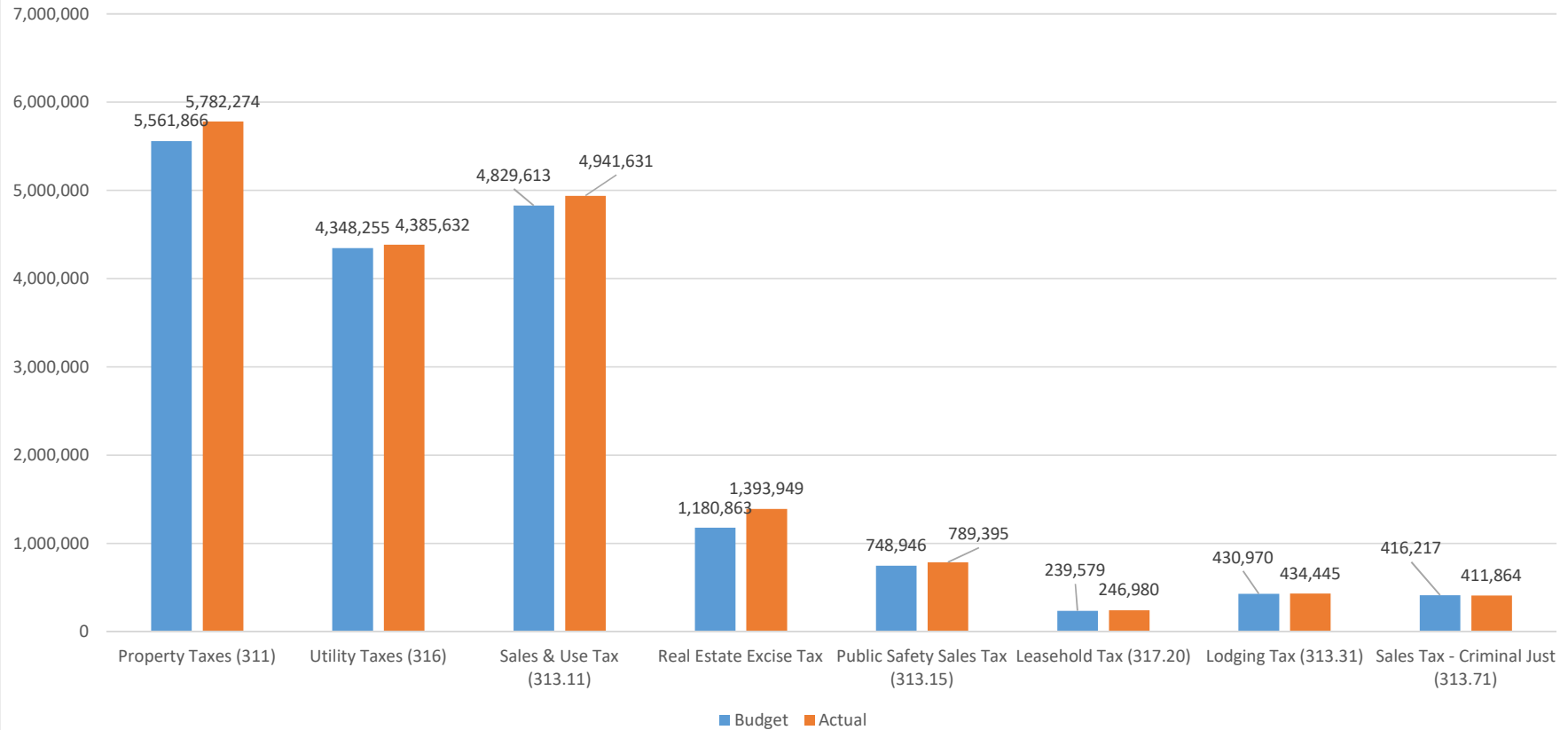
Competing Viewpoints Considered: N/A

Recommended Motion: N/A

Alternative Actions: N/A

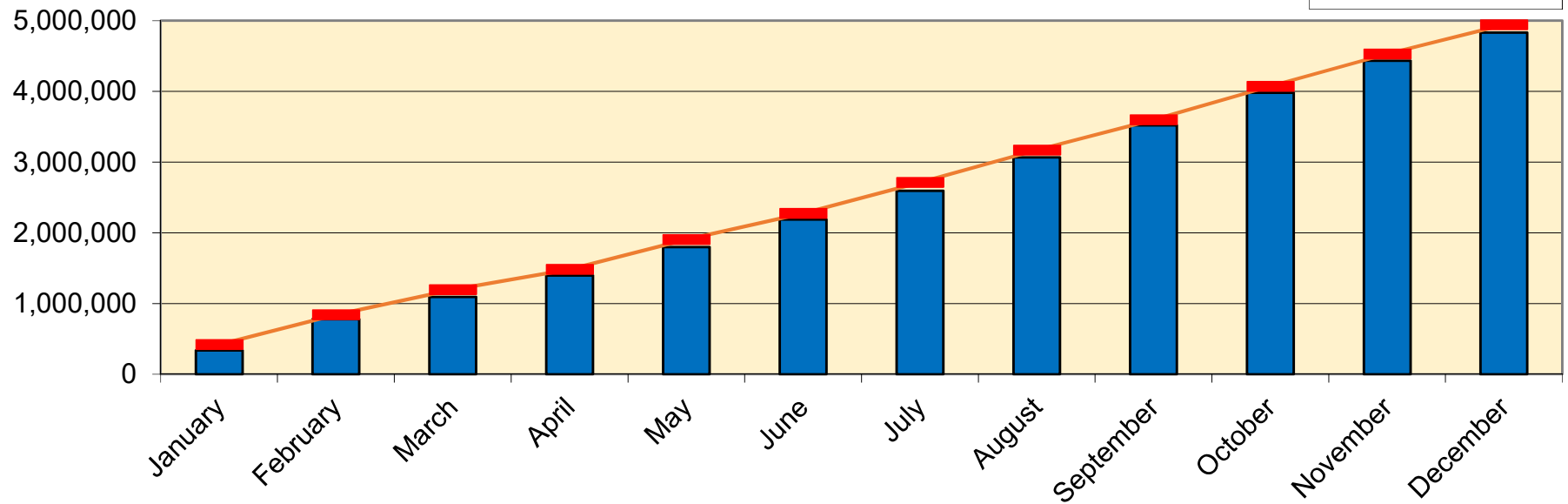
Attachments (listed in order presented): Financial status charts

2019 Tax Revenue Budget to Actual



Taxes	Budget	Actual	Jan - Dec 2019	100%
Property Taxes (311)	5,561,866	5,782,274	104%	
Utility Taxes (316)	4,348,255	4,385,632	101%	
Sales & Use Tax (313.11)	4,829,613	4,941,631	102%	
Real Estate Excise Tax	1,180,863	1,393,949	118%	
Public Safety Sales Tax (313.15)	748,946	789,395	105%	
Leasehold Tax (317.20)	239,579	246,980	103%	
Lodging Tax (313.31)	430,970	434,445	101%	
Sales Tax - Criminal Just (313.71)	416,217	411,864	99%	
Totals Taxes:	17,756,310	18,386,170	103.5%	

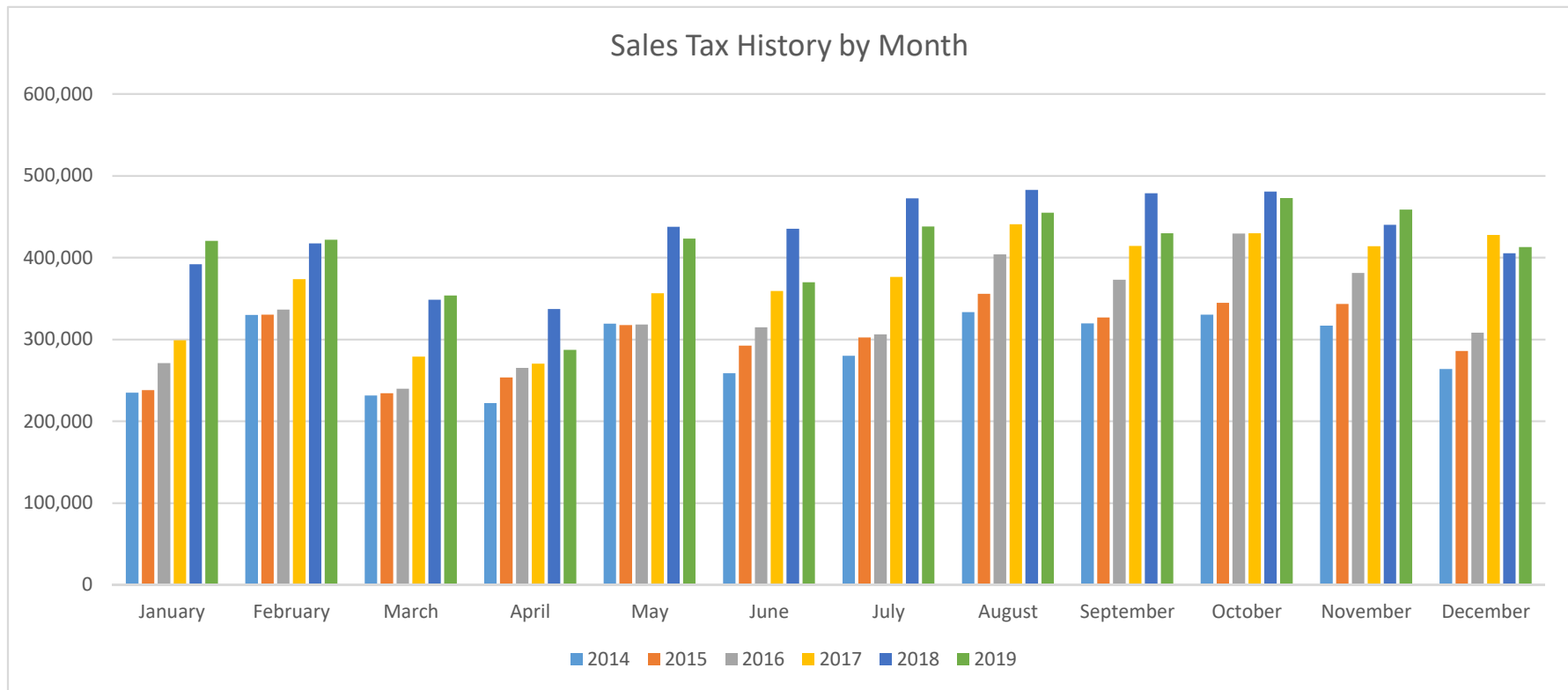
2019 Sales Tax Budget to Actual



	January	February	March	April	May	June	July	August	September	October	November	December
2019 Budget	335,723	780,459	1,094,538	1,397,472	1,799,897	2,187,266	2,592,440	3,066,792	3,517,921	3,982,268	4,432,480	4,829,613
2019 Actuals:	420,175	841,848	1,195,484	1,482,641	1,905,593	2,275,269	2,713,063	3,167,786	3,597,487	4,070,201	4,528,769	4,941,631
2018 Actuals:	391,598	808,756	1,157,151	1,494,142	1,931,691	2,366,836	2,839,202	3,321,692	3,800,168	4,280,825	4,720,817	5,126,010
Year to prior year:	7.3%	4.1%	3.3%	-0.8%	-1.4%	-3.9%	-4.4%	-4.6%	-5.3%	-4.9%	-4.1%	-3.6%
Year to budget:	25.2%	7.9%	9.2%	6.1%	5.9%	4.0%	4.7%	3.3%	2.3%	2.2%	2.2%	2.3%

Monthly Receipts:

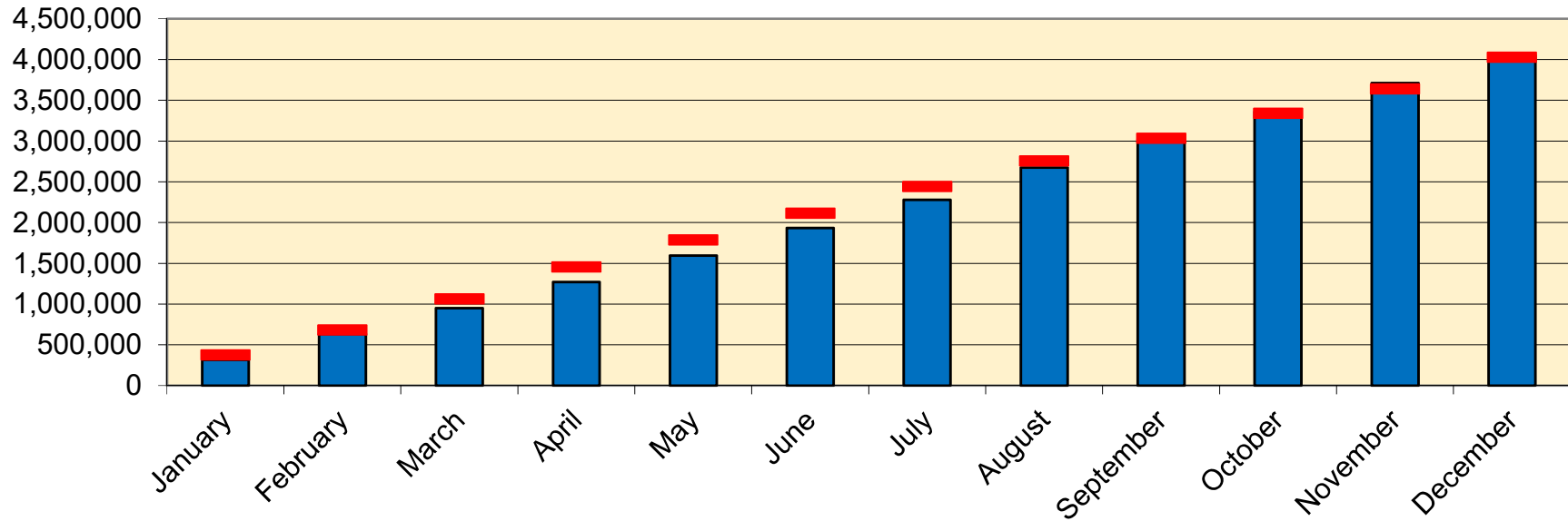
2019 Total:	420,175	421,673	353,636	287,158	422,952	369,676	437,794	454,723	429,701	472,714	458,568	412,861
Month % change:	7.3%	1.1%	1.5%	-14.8%	-3.3%	-15.0%	-7.3%	-5.8%	-10.2%	-1.7%	4.2%	1.9%
2018 Total:	391,598	417,159	348,395	336,990	437,549	435,146	472,366	482,490	478,476	480,657	439,992	405,194



	2014	2015	2016	2017	2018	2019
January	234,638	237,766	270,996	298,921	391,598	420,175
February	329,731	330,149	336,361	373,446	417,159	421,673
March	231,190	234,269	239,760	278,816	348,395	353,636
April	222,174	253,526	265,116	270,333	336,990	287,158
May	319,244	317,448	317,956	356,187	437,549	422,952
June	258,597	292,365	314,697	358,896	435,146	369,676
July	279,769	302,126	305,900	376,437	472,366	437,794
August	333,220	355,597	403,770	440,609	482,490	454,723
September	319,637	326,590	372,694	414,095	478,476	429,701
October	330,125	344,564	429,378	429,664	480,657	472,714
November	316,660	343,221	381,040	413,760	439,992	458,568
December	263,700	285,842	308,184	427,580	405,194	412,861

2019 Utility Tax

■ 2019 Budget
■ 2019 Actuals:

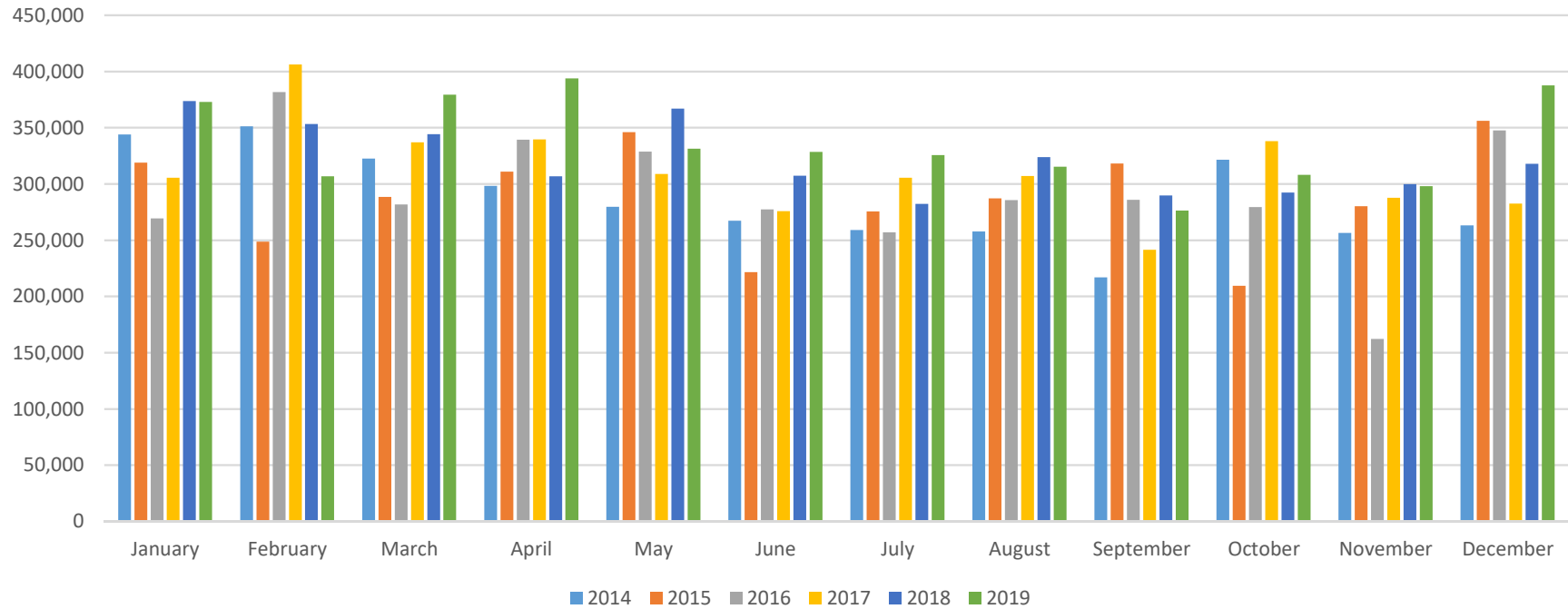


	January	February	March	April	May	June	July	August	September	October	November	December
2019 Budget	315,091	631,833	949,179	1,271,953	1,596,054	1,934,594	2,279,468	2,672,606	3,020,137	3,359,701	3,710,823	4,050,079
2019 Actuals:	372,774	679,383	1,058,672	1,452,422	1,783,753	2,112,112	2,437,810	2,753,025	3,029,198	3,337,178	3,635,215	4,022,631
2018 Actuals:	373,515	726,627	1,070,923	1,377,532	1,744,386	2,051,709	2,333,871	2,657,686	2,947,436	3,239,689	3,539,540	3,857,310
Year to prior year:	-0.2%	-6.5%	-1.1%	5.4%	2.3%	2.9%	4.5%	3.6%	2.8%	3.0%	2.7%	4.3%
Year to budget:	18.3%	7.5%	11.5%	14.2%	11.8%	9.2%	6.9%	3.0%	0.3%	-0.7%	-2.0%	-0.7%

Monthly Receipts:

2019 Total:	372,774	306,609	379,289	393,751	331,330	328,359	325,699	315,215	276,172	307,981	298,037	387,415
Month % change:	-0.2%	-13.2%	10.2%	28.4%	-9.7%	6.8%	15.4%	-2.7%	-4.7%	5.4%	-0.6%	21.9%
2018 Total:	373,515	353,112	344,296	306,609	366,853	307,323	282,163	323,815	289,749	292,254	299,851	317,769

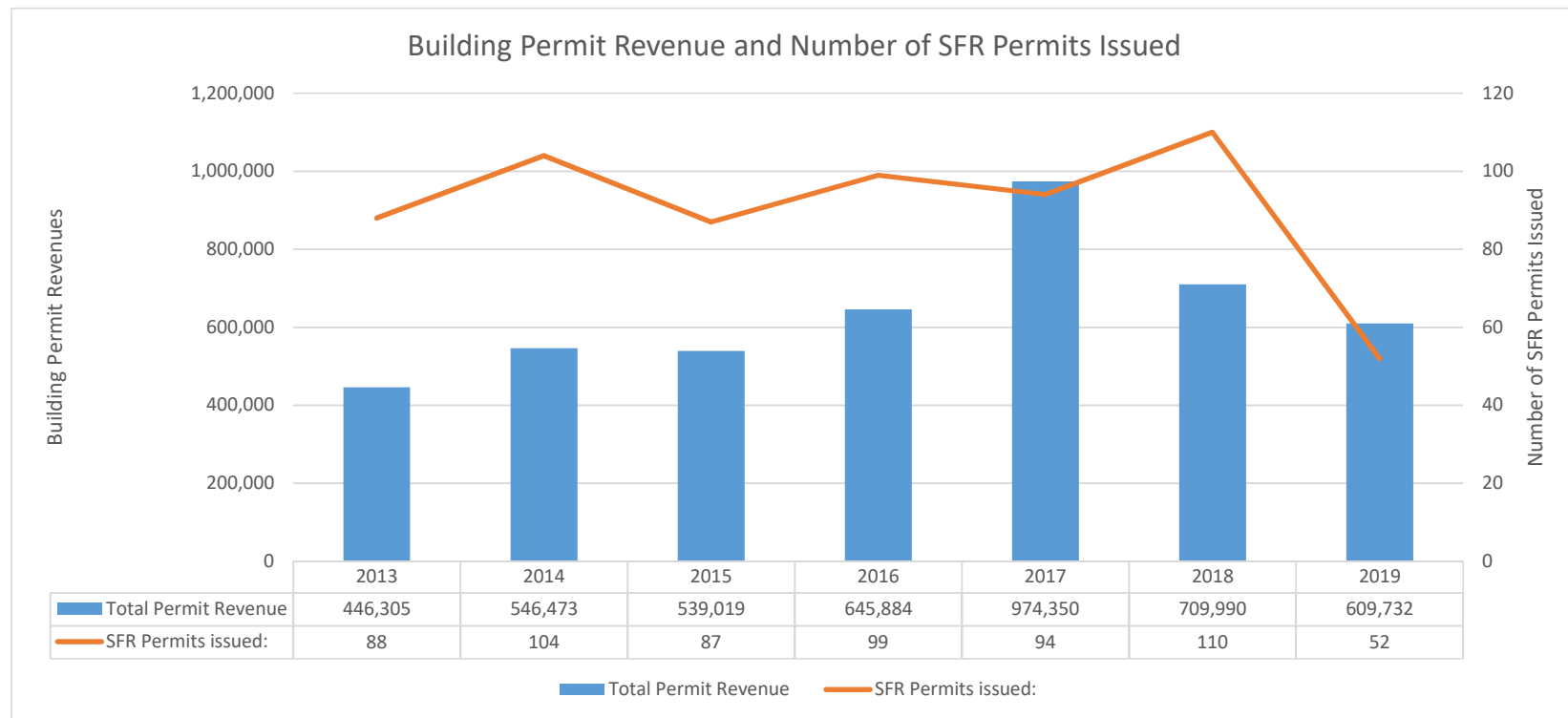
Utility Tax Receipt History

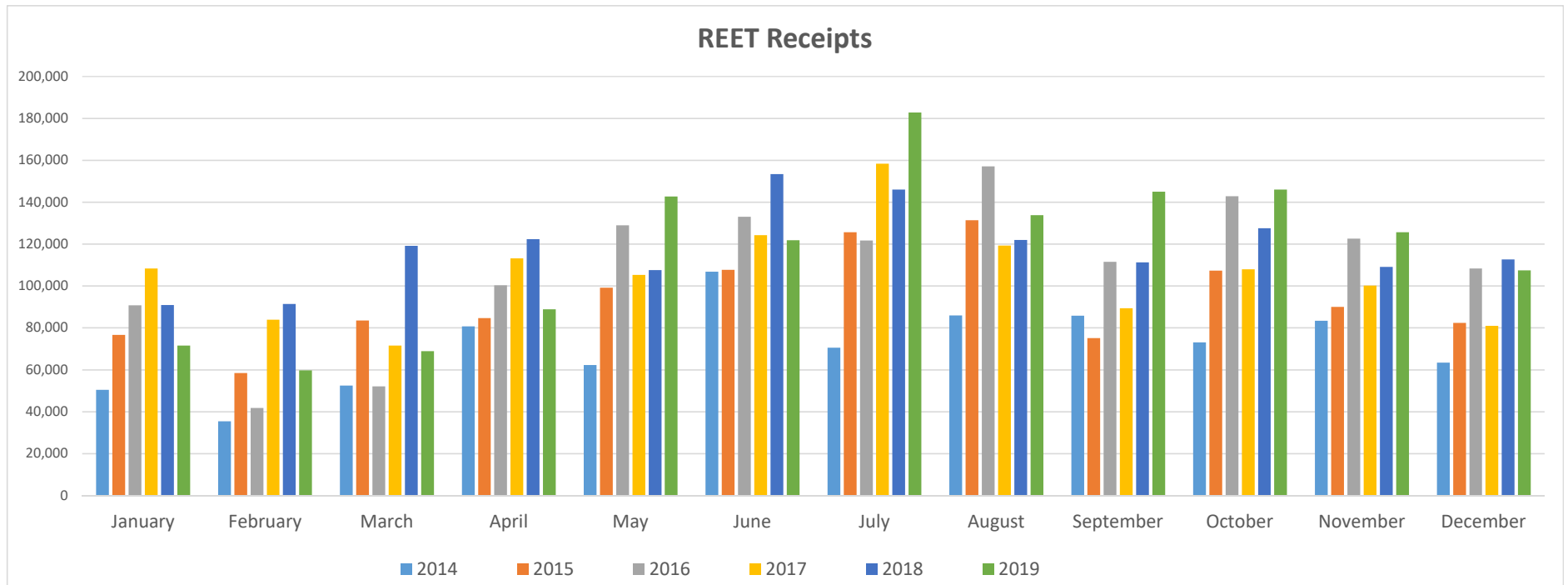


	2014	2015	2016	2017	2018	2019
January	343,874	318,920	269,357	305,477	373,515	372,774
February	351,050	248,731	381,609	406,056	353,112	306,609
March	322,360	288,511	281,559	336,829	344,296	379,289
April	298,086	310,771	339,263	339,444	306,609	393,751
May	279,575	345,954	328,761	308,905	366,853	331,330
June	267,179	221,517	277,213	275,798	307,323	328,359
July	258,998	275,368	256,921	305,388	282,163	325,699
August	257,652	287,043	285,519	306,924	323,815	315,215
September	216,927	318,123	285,810	241,469	289,749	276,172
October	321,486	209,429	279,301	337,919	292,254	307,981
November	256,365	280,144	162,278	287,552	299,851	298,037
December	262,981	356,122	347,630	282,396	317,769	387,415

BUILDING PERMIT REVENUES

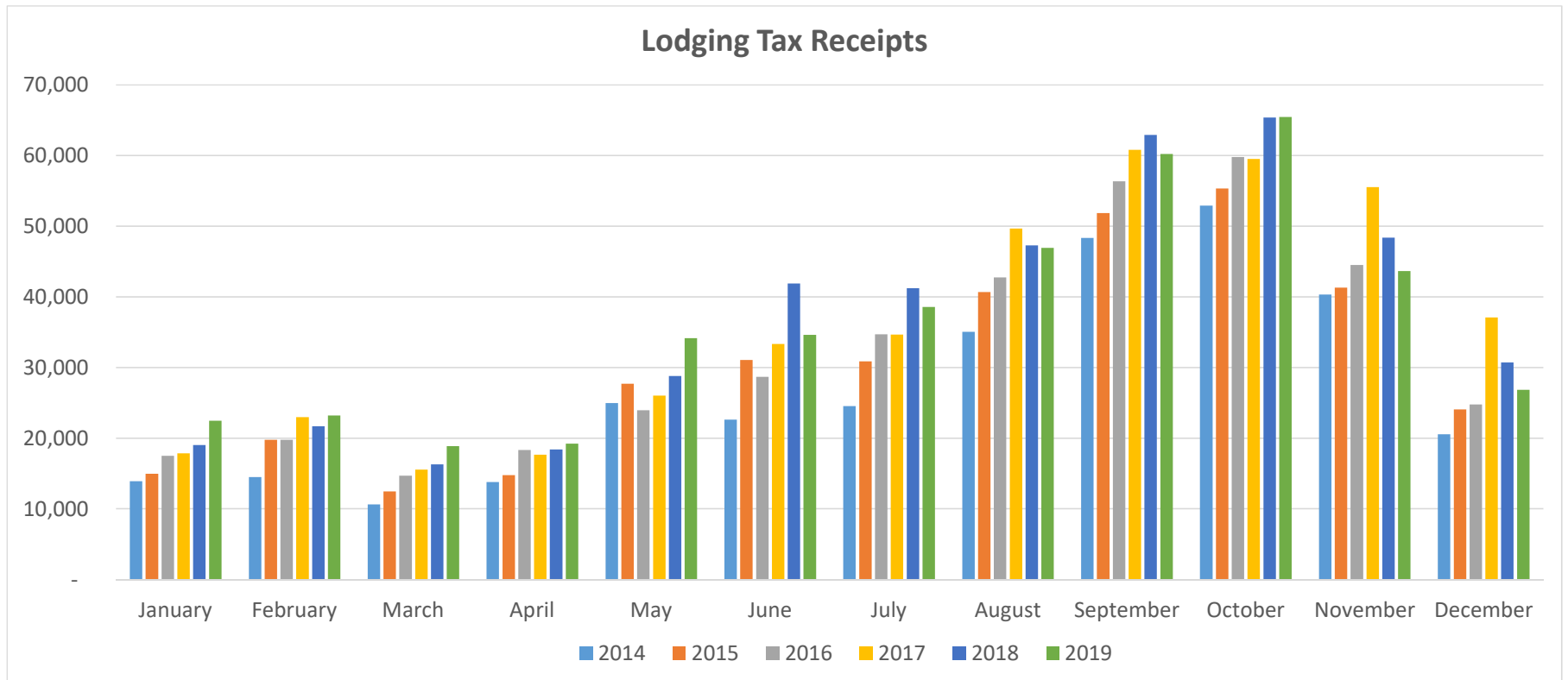
Year	2013	2014	2015	2016	2017	2018	2019
January	28,841	32,823	42,370	40,543	37,646	50,909	49,435
February	27,298	35,500	37,608	59,400	22,296	36,824	23,424
March	43,193	54,017	46,117	62,836	417,281	97,950	17,289
April	29,932	61,243	90,131	66,401	70,171	49,316	102,494
May	54,417	26,370	39,880	91,587	76,816	51,462	52,645
June	46,064	51,989	62,135	69,296	68,217	80,324	51,172
July	31,586	47,646	37,835	49,642	71,066	56,868	57,444
August	57,429	48,008	55,805	64,252	60,555	99,921	88,115
September	32,946	58,395	19,478	32,719	19,003	77,574	29,884
October	39,243	44,476	26,812	38,917	47,880	32,541	52,695
November	20,680	34,684	49,130	32,710	38,720	37,865	45,641
December	34,675	51,321	31,718	37,582	44,698	38,436	47,794
Total Permit Revenue	446,305	546,473	539,019	645,884	974,350	709,990	609,732
SFR Permits issued:	88	104	87	99	94	110	52
November Status:	411,630	495,152	507,301	608,303	929,652	671,554	
Ave % of Annual:	92%	91%	94%	94%	95%	95%	94% Ave %





REET Receipts by Month

	2014	2015	2016	2017	2018	2019	Change 2018 to 2019
January	50,379	76,641	90,785	108,345	90,855	71,476	-21%
February	35,392	58,467	41,788	83,871	91,344	59,737	-35%
March	52,500	83,496	52,085	71,546	119,086	68,816	-42%
April	80,638	84,647	100,310	113,091	122,262	88,848	-27%
May	62,231	99,114	128,959	105,290	107,540	142,701	33%
June	106,731	107,656	132,996	124,195	153,339	121,806	-21%
July	70,536	125,559	121,693	158,342	145,919	182,759	25%
August	85,932	131,356	157,115	119,278	121,977	133,793	10%
September	85,757	75,122	111,482	89,402	111,249	144,927	30%
October	73,123	107,324	142,738	107,915	127,479	145,979	15%
November	83,353	89,971	122,623	100,151	109,063	125,671	15%
December	63,373	82,391	108,345	80,913	112,696	107,435	-5%
Total:	849,945	1,121,744	1,310,919	1,262,338	1,412,809	1,393,949	-1%
Change year over year:		32.0%	16.9%	-3.7%	11.9%	-1.3%	



	2014	2015	2016	2017	2018	2019
January	13,922	14,995	17,536	17,886	19,062	22,489
February	14,518	19,790	19,794	23,002	21,713	23,227
March	10,652	12,480	14,723	15,558	16,304	18,886
April	13,814	14,789	18,327	17,694	18,402	19,242
May	24,978	27,734	23,959	26,059	28,812	34,187
June	22,646	31,090	28,702	33,354	41,909	34,634
July	24,560	30,894	34,718	34,696	41,262	38,593
August	35,074	40,691	42,774	49,671	47,304	46,945
September	48,375	51,865	56,371	60,826	62,948	60,259
October	52,933	55,347	59,795	59,541	65,386	65,474
November	40,350	41,323	44,510	55,567	48,402	43,665
December	20,553	24,079	24,792	37,117	30,722	26,845
Total:	322,375	365,078	386,002	430,970	442,226	434,445
% Change year over year		13.2%	5.7%	11.6%	2.6%	-1.8%

CITY OF ANACORTES

ALL FUNDS

Revenues/Expenditures

January - November 2019

		2019	Year to date		
		Adj Budget	Actuals	100%	
001	GENERAL FUND				
	Revenue	17,563,972	15,133,577	86%	Revenues don't include accrals, so comparison of revenues to expenditures is innacurate
	Expenditure	17,563,972	16,536,685	94%	
	Difference	0	-1,403,108		
101	PARK & RECREATION				
	Revenue	1,785,734	1,854,675	104%	
	Expenditure	1,785,734	1,716,626	96%	
	Difference	0	138,050		
102	CEMETERY				
	Revenue	262,661	270,103	103%	
	Expenditure	262,661	251,112	96%	
	Difference	0	18,991		
103	LIBRARY				
	Revenue	1,596,230	1,622,850	102%	
	Expenditure	1,596,230	1,516,960	95%	
	Difference	0	105,890		
104	STREET MAINTENANCE				
	Revenue	2,952,088	2,636,002	89%	
	Expenditure	2,952,088	2,824,254	96%	
	Difference	0	-188,252		
105	STREET CONSTRUCTION				
	Revenue	1,834,445	405,898	22%	
	Expenditure	1,951,510	471,262	24%	
	Difference	-117,065	-65,364		
106	TBD				
	Revenue	1,136,431	818,031	72%	
	Expenditure	1,136,431	818,031		
	Difference	0	0		
107	WASHINGTON PARK				
	Revenue	311,048	340,093	109%	
	Expenditure	311,048	315,676	101%	
	Difference	0	24,417		
108	PARKS CAPITAL				
	Revenue	2,920,000	173,580	6%	
	Expenditure	2,920,000	149,200		
	Difference	0	24,379		
110	AMBULANCE FUND				
	Revenue	4,040,631	4,643,160	115%	
	Expenditure	3,937,631	4,235,110	108%	
	Difference	103,000	408,050		
112	DEVELOPMENT IMPACT FEES				
	Revenue	735,085	428,451		
	Expenditure	735,085	25,024		
	Difference	0	403,427		
113	ACFL MANAGEMENT FUND				
	Revenue	36,279	459,061	1265%	
	Expenditure	36,279	88,566	244%	
	Difference	0	370,495		

CITY OF ANACORTES

ALL FUNDS

Revenues/Expenditures

January - November 2019

		2019	Year to date		
		Adj Budget	Actuals	100%	
135	LODGING TAX				
	Revenue	325,676	410,009	126%	
	Expenditure	325,676	335,001	103%	
	Difference	0	75,009		
200	LIBRARY BOND DEBT SERVICE				
	Revenue	474,300	490,064	103%	
	Expenditure	474,300	483,900	102%	
	Difference	0	6,164		
335	REET				
	Revenue	1,323,445	1,364,813	103%	
	Expenditure	1,323,445	1,089,329	82%	
	Difference	0	275,484		
401	WATER				
	Revenue	15,982,906	22,602,271	142%	Chgs budg 10,516,227
	Expenditure	15,982,906	13,943,739	87%	Actuals: 10,628,777
	Difference	0	8,658,533		% collected: 101%
					Cap Budg: 8,478,903
					Actuals: 9,918,024
					% collected: 117%
440	SEWER				
	Revenue	7,275,869	6,378,063	88%	Chgs budg 4,823,873
	Expenditure	7,275,869	6,480,419	89%	Actuals: 5,402,369
	Difference	0	-102,356		% collected: 112%
445	STORM DRAIN				
	Revenue	1,479,033	1,568,640	106%	Chgs budg 1,379,762
	Expenditure	1,479,033	1,569,162	106%	Actuals: 1,405,784
	Difference	0	-523		% collected: 102%
450	SANITATION				
	Revenue	3,709,078	4,639,160	125%	
	Expenditure	3,709,078	4,556,558	123%	
	Difference	0	82,602		
501	EQUIPMENT RENTAL FUND				
	Revenue	2,607,893	2,781,454	107%	
	Expenditure	2,607,893	2,180,953	84%	
	Difference	0	600,501		
611	FIREMEN'S PENSION FUND				
	Revenue	29,264	31,969	109%	
	Expenditure	29,264	33,235	114%	
	Difference	0	-1,266		

STORM SEWER UTILITY**2019**

Cash December Month End	(196,249)
Emergency Reserve:	<u>118,282</u>
Cash needed:	<u>(77,967)</u>

Interfund Loan From Water	\$	90,000
1.58% for 3 yrs (3 yr treas rate)	\$	4,266
Loan schedule:		
12/31/2020		\$31,422
12/31/2021		\$31,422
12/31/2022		<u>\$31,422</u>
Total interfund loan paid:		\$94,266

Emergency Reserve Payback		
12/31/2020	\$	39,427
12/31/2021	\$	39,427
12/31/2022	\$	<u>39,427</u>
	\$	118,282

1 Year Repayment Total:	<u>\$70,849</u>
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2019 Operating Results:	(46,217)
2019 Legal Expenses:	<u>284,478</u>
Operating Results without legal expenses:	238,261

The Fund Balance Policy states use of the Emergency Reserve will require a rate increase to cover the repayment amount:

Utility Rate Stabilization Fund Balance

A reserve account entitled "Utility Rate Stabilization Fund Balance" is established in each enterprise utility fund. This reserve is to be used to smooth rate changes due to unanticipated expenses or loss of revenue of the utility. If used, this fund will be replenished and customer rates will increase to recover the expense.

- The target balance must be 10% of the annual revenues of the utility funds.
- Must be replenished within three years at a rate of at least one third of the outstanding balance per year.

However without the lawsuit legal expenses to pay, there should be sufficient cash flow to pay both the Emergency Reserve and Interfund loan back in 3 years.

As a scheduled 10% rate increase took effect on January 1, 2020, and projections show cash flow sufficient to meet required payments, there is no violaton of the fund balance policy.



City Council Agenda Bill

Meeting Date: 2/3/2020

Agenda Item: 7c

Subject: 2019 Year End Budget Amendment

Staff Contact: Steve Hoglund

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

Action Type	
x	Ordinance No. 3062
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: Year end budget amendment to accommodate unanticipated expenses and rollover 2019 to 2020 to accommodate the biennial spending plan.

Background: Increases to two departments to reflect increases in spending that will be paid for by those department's revenues, and the rollover of 2019 expense budgets into 2020, either increasing or reducing those non-employee related expenditure budget lines.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	Various
Proposed Expenditure	3,643,281
Budget Amendment Required?	Yes
Revenue Source	Various

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: 2019/2020 Budget Ordinance No. 3032; mid-year budget amendment Ordinance 3042, 3rd quarter budget amendment Ordinance 3055, 4th quarter budget amendment Ordinance 3060, December Finance update on December 16, 2019.

Competing Viewpoints Considered: Budget should not be amended.

Recommended Motion: I move to adopt Ordinance 3062 authorizing the year end budget amendment.

Alternative Actions: Do not adopt budget amendment.

Attachments (listed in order presented): Ordinance 3062

ORDINANCE 3062

AN ORDINANCE AMENDING ORDINANCE NO. 3032 ADOPTED ON DECEMBER 13, 2018, ENTITLED “AN ORDINANCE ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES AND USES FOR THE 2019/2020 BIENNIUM”

WHEREAS, The Lodging Tax total awards was not updated earlier in the year to reflect actual contracts awarded, and

WHEREAS, The EMS department had expenses related to upgrading Station 3 to accommodate the expanded headcount resulting from the County Fire Based EMS transition,

Both of which require additional budget that will be absorbed by existing revenue streams and are illustrated as follows:

BARS #	Description	Expense	Revenue
135.240.557.30.41	LTAC awards, FY 2019	\$ 10,000	
135.240.313.31.00	Lodging Tax Receipts		10,000
110.320.522.10.41	Professional Services	47,000	
110.320.522.70.31	Office & Operating Supplies	53,000	
110.320.332.93.40	Medicaid		100,000

WHEREAS, The final check run has taken place for 2019, and to accommodate a biennial spending plan, the non-employee-related expenditure categories have been reconciled to roll into the 2020 budget, moving unspent budget to 2020, and reducing overspent budget from 2020, resulting in the following fund total changes:

001	GENERAL FUND	\$ 811,994
101	PARKS & RECREATION FUND	\$ 6,441
102	GRANDVIEW CEMETERY FUND	\$ (259)
103	PUBLIC LIBRARY FUND	\$ 60,642
104	STREET MAINTENANCE FUND	\$ 127,834
105	ARTERIAL STREET CONSTRUCTION	\$ 1,314,370
106	ANACORTES TBD#1	\$ 51
107	WASHINGTON PARK FUND	\$ (3,426)
110	AMBULANCE SERVICE FUND	\$ 26,671
113	ACFL MANAGEMENT FUND	\$ (2,787)
135	TOURISM FUND	\$ (9,324)
200	2000 GO BOND DEBT SVC LIBRARY	\$ 18,300
401	WATER FUND	\$ (185,660)
440	SEWER FUND	\$ 696,440
445	STORM DRAINAGE FUND	\$ 276,476
450	SANITATION FUND	\$ 109,681
501	EQUIPMENT RENTAL FUND	\$ 399,808
611	FIREMEN'S PENSION FUND	\$ (3,971)
	TOTAL	\$ 3,643,281

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

Section 1. Ordinance No. 3032 dated December 13, 2018 adopting the Budget for all Municipal purposes and Uses for the 2019/2020 Biennium is hereby amended to reflect the aforementioned revisions to expenditures and revenues in those funds.

Section 2. Effective date. This Ordinance shall take effect from and after five (5) days after its passage and publication, as required by law.

PASSED AND APPROVED THIS 3rd day of February, 2020.

CITY OF ANACORTES, WASHINGTON

BY: _____
Laurie Gere, Mayor

ATTEST:

(Corporate Seal)

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM

Darcy Swetnam, WSBA #40530
City Attorney



City Council Contract Agenda Bill

Meeting Date: 2/3/2020 **Agenda Item:** 7d

Subject: Contract Award – Wastewater Treatment Plant Outfall Pre-Design – Phase 2
#20-032-SEW-002

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 \$997,644.74 to HDR Engineering, Inc. to perform the pre-design for the Wastewater Treatment Plant Outfall project. During this phase of the project the location and viable construction methods of the new WWTP outfall will be established, the improvements at or near the wastewater treatment plant to increase the discharge of wastewater flows to the new WWTP outfall will be developed, and related permitting constraints for construction will be established.

Background:

1. **History:** The recommended alternative from Phase 1 of the Sanitary Sewage Storage Study Project is to design and construct a new outfall for the Wastewater Treatment Plant (WWTP) and increase discharge of wastewater flows to the new outfall. The current project is Phase 2 (Predesign) and includes the scope of services for the planning and predesign for the new WWTP outfall. During this phase of the project the location and viable construction methods of the new WWTP outfall will be established, the improvements at or near the wastewater treatment plant to increase the discharge of wastewater flows to the new WWTP outfall will be developed, and related permitting constraints for construction will be established. It is anticipated that permitting for the construction of a new WWTP outfall will occur at the end of Phase 2. Subsequent phases of this project will include Phase 3 (Final Design) and Phase 4 (Construction).
2. **Key Terms:**
 - Contract is on a time-and-materials basis not-to-exceed \$997,644.74.
 - The period of performance under this Agreement is through December 31, 2022.
3. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Previous Council/Committee Action: Council approved contract [18-179-SEW-001](#) for the Sanitary Sewer Storage Study – Phase 1 Planning-10% Design at the [12/17/18](#) Council meeting.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 20-032-SEW-002 with HDR Engineering, Inc. in the amount of \$997,644.74 to perform the Wastewater Treatment Plant Outfall Pre-Design – Phase 2.

Alternative Actions: Not award the contract

Attachments: Contract 20-032-SEW-002

Contractor	HDR Engineering, Inc.
Contract Amount	\$997,644.74
Earmarked Funds (2019)	\$1,000,000.00
BARS #	440.000.594.35.63
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/22



AGREEMENT 20-032-SEW-002
Between
THE CITY OF ANACORTES
and
HDR ENGINEERING, INC.

WASTEWATER TREATMENT PLANT OUTFALL PRE-DESIGN – PHASE 2

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and HDR Engineering, Inc., hereinafter referred to as the "Consultant";

WHEREAS, the City requires professional services of the Consultant;

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

1. **Scope of Work**. Under this Agreement, the Consultant will perform the pre-design Phase 2 of the Wastewater Treatment Plant Outfall project. Specifically, the Consultant shall provide services in accordance with Exhibit A which is attached hereto and incorporated by reference. Work shall be performed under the direction of Eric Shjarback, who may be reached at (360) 299-1980, or by email at erics@cityofanacortes.org.

2. **Price**. The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis not-to-exceed **Nine Hundred Ninety-Seven Thousand Six Hundred Forty-Four Dollars and Seventy-Four Cents (\$997,644.74)**. Payment terms are set forth in Article 4, Payment Terms.

3. **Period of Performance**. The period of performance under this Agreement is through December 31, 2022.

4. **Payment Terms**. Progress payments for work shall be made according to the billing rates as listed in Exhibit B, which is hereby made a part hereof and incorporated by reference.

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

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

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

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 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.

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 property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure. Any modification or reuse of such materials for purposes other than those intended by this Agreement shall be at City's sole risk and without liability to Consultant.

8. Defense and Indemnity Agreement. The Consultant shall defend, indemnify and hold the City, its appointed and elected officers, officials, and employees harmless from any and all claims, injuries including death at any time resulting there from, damages, losses or suits including reasonable attorney fees, to the extent caused by the alleged negligent or wrongful 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, 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

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

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

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, subject to the Disputes clause contained herein. 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 professional skill and efforts to perform the Work in a professional manner consistent with sound engineering practices, in accordance with the usually and customary professional care required for services of the type described in the Scope of Work herein provided at the same time and in the same locale. The City's remedy for a failure to meet the above Standard of Care shall be the re-performance of the Service or an equitable adjustment in the monies paid for the Professional Services, at the City's discretion

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

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 sub Consultants 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 and fails to cure the default within a reasonable period of time following written notice thereof, 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. **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.

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

25. **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.

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

CITY:

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

CONSULTANT:

HDR Engineering, Inc.
Eric C. M. Bergstrom, P.E.
929 108th Avenue NE, Suite 1300
Bellevue, WA 98004

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

CITY OF ANACORTES

HDR ENGINEERING, INC.

By _____
Laurie Gere, Mayor

By _____

Date _____

Title _____

Date _____

COA CONTRACT 20-032-SEW-002

Exhibit A

City of Anacortes
Wastewater Treatment Plant Outfall Pre-design
Scope of Services

December 2019



929 108th Avenue NE
Suite 1300
Bellevue, WA 98004
(425) 450-6200

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EXHIBIT A

SCOPE OF SERVICES

Background

The City of Anacortes' (City) recommended alternative from Phase 1 of the Sanitary Sewage Storage Study Project is to design and construct a new outfall for the Wastewater Treatment Plant (WWTP) and increase discharge of wastewater flows to the new outfall. The current project is Phase 2 (Predesign) and includes the scope of services for the planning and predesign for the new WWTP outfall. During this phase of the project the location and viable construction methods of the new WWTP outfall will be established, the improvements at or near the wastewater treatment plant to increase the discharge of wastewater flows to the new WWTP outfall will be developed, and related permitting constraints for construction will be established. It is anticipated that permitting for the construction of a new WWTP outfall will occur at the end of Phase 2. Subsequent phases of this project will include Phase 3 (Final Design) and Phase 4 (Construction).

Services under this amendment will be provided by a variety of consultants directly contracted through HDR. The primary firms included in this work include:

- HDR Engineering, Inc. (HDR) - Prime
- Cosmopolitan Marine Engineering (CME) – Subconsultant
- David Evans and Associates, Inc. (DEA) – Subconsultant
- GeoEngineers Inc. (Geo) – Subconsultant

While HDR is the Prime and point of contact for this work, the firm responsible for specific tasks is indicated in the title of each task in this scope of work.

Scope of Services

Summary

The following tasks are included in this scope of services:

Task 2100 Project Management

Task 2200 Survey and Base Mapping

Task 2300 Geotechnical Services

Task 2400 Mixing Zone and Water Quality Study

Task 2500 Marine Remediation/Restoration

Task 2600 Predesign

Task 2700 Permitting Support

Task 3000 Final Design (Not Included in this Scope)

Task 4000 Engineering Services during Construction (Not Included in this Scope)

Task 2100 Project Management (HDR)

Objective

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

Consultant Services

1. Update the Project Management Plan (Project Guide) from Phase 1 outlining the project scope, team organization, schedule, and communications information.
2. Coordinate and manage the project team (including subconsultants).
3. Prepare monthly status reports describing the following:
 - a. Services completed during the month
 - b. Services planned for the next month
 - c. Needs for additional information
 - d. Scope/schedule/budget issues
 - e. Schedule update and financial status summary
4. Prepare monthly invoices formatted in accordance with contract terms.
5. Attend project management meetings with the client Project Manager to review project scope, schedule, and budget issues.
6. Quality assurance – Complete quality assurance management review to monitor project execution.
7. Attend a project kickoff meeting.

Client Responsibilities

1. Attend project management meetings.
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

Assumptions

1. Project management meetings will be held once a week by telephone call.
2. Project management meetings will be approximately one (1) hour in duration.
3. The duration of this phase of the project is one (1) year.
4. Up to five (5) project management meetings will be coordinated and held concurrently with in person project status and review meetings at the City.
5. Invoices will be HDR standard invoice format.
6. Expense backup will not be provided with invoices but will be available for review at HDR.
7. HDR has a reasonable right to rely on data provided to the HDR team needed for analysis, deliverables or recommendations (note: applies to all tasks).

8. HDR is responsible for the overall quality, and will review (quality assurance) each deliverable provided by members of the team as subconsultants. Each subconsultant shall perform their own Quality Control (QC) and provide documentation upon request.

Deliverables

1. Project Management Plan (Project Guide) will be available to the City upon request (PDF format), to include health and safety plan (HDR and any subconsultant field work).
2. Monthly reports and invoices (one copy with invoice, PDF format).
3. Monthly project schedule and budget updates (PDF format).

Task 2200 Survey and Base Mapping (DEA)

Subtask 2210 - Offshore Hydrographic Survey and Base Map

Objective

The hydrographic surveys will provide baseline information in the intertidal and subtidal zone of interest described below.

Consultant Services

1. Obtain multibeam bathymetric data within two (2) areas, Area-A approximately 500 ft x 2000 ft (Figure 1) and the adjacent Area-B to the west that is approximately 1000 ft x 1000 ft (Figure 2). The corridor will extend from the shoreline as surveyed on a high tide to approximately the -70 ft depth contour within the navigation channel. Data will be used to develop bathymetric base maps for a new WWTP outfall. Side scan and/or multi-beam sonar will be conducted within this zone. This will map surficial features that may influence outfall siting and design, including existing outfall structures and other debris that may be significant in the permitting of a new WWTP outfall.
2. Side-scan sonar survey will be conducted within two (2) areas, Area-A approximately 500 ft x 2000 ft and the adjacent Area-B to the west that is approximately 1000 ft x 1000 ft. This will map surficial features that may influence outfall siting and design, including existing outfall structures and other debris that may be significant in the permitting of a new WWTP outfall. The side-scan system may detect eelgrass beds; however, full eelgrass evaluation needs to be conducted in summer months when beds are in full bloom. The winter expression of eelgrass can be thin to none. If a winter geophysical survey is conducted, indications of eelgrass will try to be discerned, however, limited additional survey or evaluation would need to be conducted during the summer timeframe to confirm the full extent of eelgrass within the survey area. Side-scan data will be processed into a high-resolution GeoTiff image which will be depicted on the same map sheet layout as the multibeam with annotation of interpretation overlaid.
3. Sub-bottom profiling (SBP) will be conducted to assess the thickness of unconsolidated materials and depth to bedrock, to the extent possible. Transects will be run from nearby shallow rock exposures, in to the survey area to attempt to correlate the SBP record with the local rock. If detected, top of bedrock elevation contours to be produced, as well as, profiles showing sub-bottom record with interpretation overlay.
4. Magnetometer survey will be conducted using a total field magnetometer to detect ferrous debris within the survey area that may be slightly buried and not visible to the surficial reading instruments such as the multibeam or side scan sonars. Target anomaly map will be produced.



Figure 1: Area-A



Figure 2: Area-B

Client Responsibilities

1. Coordinate with the Port of Anacortes to clear vessels of the proposed area for the bathymetric survey.

Assumptions

1. Area will need to be clear of any vessels as not to obstruct navigating the proposed survey area for the bathymetric survey.
2. Sounding coverage in Area-A will be acquired on a high tide to acquire data as high up the banks as possible, with the goal to have sufficient overlap with the upland topographic acquisition. The upland topographic data will need to be obtained during a low tide.
3. The scale of the survey drawing will be 1 in. = 10 ft', with 1 ft contour intervals and 0.1 ft vertical scale accuracy.
4. HDR Team has a reasonable right to rely on information provided from others as part of this analysis.

Deliverables

1. Bathymetric survey of the proposed new WWTP outfall area (AutoCAD format).
2. Topographic map (AutoCAD format).

Subtask 2220 – Onshore Survey and Base Map

Objective

The survey and base mapping for design of the onshore portion of the new WWTP outfall pipeline.

Consultant Services

1. Complete survey required for design.
2. Establish horizontal and vertical controls.
3. Identify existing utilities via existing records and utility locates as painted by APS Locates, Inc., a private utility locate company, and/or potholing by others to evaluate potential conflicts with the proposed alternative.
4. Establish semi-permanent survey markers for the construction reference. Consultant will set four (4) benchmarks throughout the project site.
5. Identify conflicts in records.
6. Prepare invert elevations of gravity lines at manholes and catch basins. Inverts will only be measured if information can be collected safely from the surface. No confined space entry will be performed to collect invert elevations.
7. Prepare composite survey, utility and record drawing data on a map to be used as a base for design.

8. Prepare topographic map. The mapping will include all physical features including walls, fences, curbs, sidewalks, driveway cuts, ramps, buildings, utility vaults and pads, and trees 6-in. in diameter or larger.
9. The preliminary area survey limits of the onshore survey is as a dashed red line shown in Figure 3. The limits of the survey areas will extend to the north and will be contiguous with the offshore survey.



Figure 3: Onshore Survey Area

Client Responsibilities

1. Provide permits as required for potholing within the right of way.
2. Secure access for surveyors on Port of Anacortes property.
3. Provide access to utility structures including manholes and other facilities.

Assumptions

1. The surveying does not include confined space entry.
2. The survey will indicate right-of-way (ROW), information on adjacent properties including owner, site details such as retaining walls and private improvements in ROW and adjacent to ROW.
3. ROW will be determined by public records only. No title reports will be required.
4. Cost of the limited potholing has been included within the survey budget. A maximum of eight (8) boreholes or potholes will be surveyed.
5. Existing City record drawings will be used to supplement the topographic survey.
6. Limits of upland mapping may be altered prior to work beginning if proposed pipe alignment has been agreed upon.
5. The scale of the survey drawing will be 1 in. = 10 ft, with 1 ft contour intervals and 0.1 ft vertical scale accuracy.

Deliverables

1. Topographic map (AutoCAD format).

Task 2300 Geotechnical Services (Geo)

Objective

Geotechnical exploration and preliminary feasibility evaluation will be conducted to support predesign evaluations of the new WWTP outfall. The following items (among others) will require specific review to assess geotechnical and trenchless construction risk:

1. Ground conditions including soil and bedrock type, consistency, abrasivity, strength, and orientation relative to conceptual trenchless profile(s).
2. Construction risks associated with potential mixed-face and mixed-reach conditions along the conceptual trenchless profile(s).
3. Drill hole stability and cuttings removal.
4. Hydraulic fracture and drilling fluid surface release ("frac-out").
5. Entry pit shoring and dewatering and marine support requirements for exit.
6. Equipment staging for trenchless construction including pipe fabrication and stringing areas.

Subtask 2310 – Onshore Surface Explorations

Consultant Services

1. Review available hydrogeologic and geologic references, topographic/bathymetric maps and conceptual project plans.
2. Review available explorations from previous studies (for the Port of Anacortes) along the proposed new WWTP outfall route.
3. Discuss and coordinate new boring locations with the project team and the City.

4. Complete a site visit to mark boring locations in the field and coordinate utility locate. Contact the Washington Utilities Coordinating Council, "One Call" service to locate public utilities in the project area. We request the City provide information regarding locations of utilities along the project alignment.
5. Drill three (3) borings to a depth of 100 ft below ground surface (bgs) along the proposed upland alignments. The borings will be completed with a truck-mounted drill rig. Borings will be advanced below ground/mudline using a combination of hollow-stem auger and mud-rotary drilling techniques. Bedrock will be encountered, and rock coring is planned to achieve planned depths.
6. Complete laboratory testing on selected samples. Testing may include moisture content, grain size distribution, Atterberg limits, abrasivity and unconfined compression tests as appropriate for materials

Client Responsibilities

1. Provide permits to conduct near shore borings.
2. Provide review comments on Draft submittals in a timely manner (within 2 weeks).
3. Coordinate and consolidate (conflict resolved) all review comments.

Assumptions

1. City of Anacortes will obtain owners' permission for GeoEngineers to access and enter property for soil borings.
2. Boring/coring locations are accessible by truck mounted drilling equipment.
3. The drilling services will be subcontracted to GeoEngineers.
4. The drilling will take up to five (5) days in the field.
5. Soil samples will be collected from the borings at 5-ft intervals using driven split-spoon samplers. Shelby tubes may be attempted if a significant thickness of soft soil is encountered. Rock cores will be continuous below the rock contact.
6. No concrete cutting will be required.
7. Water for geotechnical drilling operations will be provided by the City of Anacortes.
8. Cuttings will be drummed and disposed of by the driller, assuming no contamination is encountered.

Deliverables

1. Draft and Final Geotechnical Data Report documenting geotechnical logged borings and associated tests (PDF format).

Subtask 2320 – Preliminary Geotechnical Engineering Services – Onshore Design

Consultant Services

1. Prepare a profile view and geologic cross section along the proposed new WWTP outfall alignment based on review of the available information and the new borings.
2. Describe site conditions including detailed subsurface soil conditions encountered based on results of the field exploration and laboratory analysis.
3. Provide a description of the groundwater conditions encountered or expected and conclusions and recommendations regarding dewatering techniques, where appropriate.

4. Provide preliminary conclusions and recommendations for temporary cut slopes, subgrade preparation, suitability of on-site soils for use as pipeline fill, specifications for imported soil for use as pipeline trench backfill, and backfill placement and compaction requirements.
5. Provide preliminary conclusions and recommendations for temporary shoring.
6. Provide general comments of potential construction difficulties that are identified during our field reconnaissance and explorations.
7. Provide a technical memorandum (TM) with preliminary conclusions and recommendations, a site plan, boring logs and laboratory data in a separate appendix.
8. Attend meetings, as requested within the not to exceed budget (see assumptions).

Client Responsibilities

1. Provide permits to conduct near shore borings.
2. Provide review comments on Draft submittals in a timely manner (within two [2] weeks).
3. Coordinate and consolidate (conflict resolved) all review comments.

Assumptions

1. A maximum of two (2) staff members will attend up to two (2) meetings, as requested. The duration of meetings is assumed to be two (2) hours.
2. Meetings with the team will be held in Anacortes.

Deliverables

1. Draft and Final Geotechnical Design TM (PDF format).

Subtask 2330 – Feasibility Studies and Trenchless Engineering Services

Consultant Services

1. Prepare a conceptual-level plan and profile drawing showing horizontal direction drill (HDD) and direct pipe (DP) options for the offshore marine portion of the outfall. The profiles will be presented on the profile and cross sections previously prepared.
2. Perform a preliminary risk evaluation and provide recommendations for trenchless pipe installation considering the following factors relative to HDD and DP construction methods:
 - a. Temporary shoring/dewatering requirements at the entry location.
 - b. Drill hole stability and potential for obstructions.
 - c. Risk of mixed-face and mixed-reach conditions.
 - d. Likelihood for hydraulic fracture and inadvertent drilling fluid returns.
 - e. Discussion of fluid release considerations at critical locations of the trenchless profile.
 - f. Trenchless installation length and diameter.
 - g. Installation accuracy and steering.
 - h. Construction layout, staging and property acquisition.

- i. Discussion of marine supported pipe stringing, pipe buoyancy, and pullback considerations.
3. Prepare a trenchless construction risk assessment report presenting the data and findings from our subsurface exploration program and feasibility-level evaluation and recommendations. A site plan with exploration locations, logs of borings/cores and associated laboratory data will be included in the report.

Client Responsibilities

1. Provide review comments on Draft submittals in a timely manner (within two [2] weeks).
2. Coordinate and consolidate (conflict resolved) all review comments.

Assumptions

1. None.

Deliverables

1. Draft and Final Trenchless Construction Risk Assessment Report including the concept level trenchless plan and profile drawing (PDF format).

Task 2400 Mixing Zone and Water Quality Study (CME)

Objective

The purpose of this task is to conduct mixing zone modeling and water quality assessments stipulated in WAC 173-240 that demonstrate that any new WWTP outfall and diffuser discharge structure would meet the Water Quality Standards WAC 173-201A. The studies will follow protocol established in Ecology's Permit Writer's Manual.

Consultant Services

1. Evaluate EPA models UM3 and DKHDEN and select the preferred model for this project.
2. Acquire nearby monthly ambient salinity and temperature monitoring data collected by Department of Ecology to establish density stratification.
3. Use salinity and temperature data to determine critical ambient conditions for density stratification. The maximum stratification season will be determined from the lowest predicted dilution model results using all available monthly data.
4. Conduct field studies over two tide cycles to collect salinity and temperature data that cover lunar tidal variations. Salinity and temperature profiles will be obtained at the proposed diffuser site at flood, ebb, high slack and low slack tides for neap and spring lunar cycles. Profiles will be obtained from a research vessel using a Sea-Bird SBE-19 Profiler.
5. Deploy an Acoustic Doppler Current Profiler (ADCP) at the proposed diffuser site for one lunar cycle (29 days). The data will be parsed into up to 10 depth bins and queried for low, median and high current speed statistics as stipulated by Ecology.

6. Develop diffuser design criteria including number, diameter, spacing and orientation of diffuser ports.
7. Establish a preferred diffuser configuration based on the results of the dilution modeling and water quality assessments.
8. Integrate the critical salinity and temperature profiles and current speed data collected from the ADCP into the mixing zone model as specified by Ecology.
9. Perform mixing zone model runs at the ambient and effluent criteria to establish critical dilution values for acute, chronic and human health water quality standards and document the critical conditions and model results per Ecology protocol.
10. Establish the “reasonable potential” to exceed water quality criteria beyond the mixing zone boundaries in accordance with the adopted Ecology statistical test to assess compliance with standards and determine the need for NPDES permit effluent limits.

Client Responsibilities

1. Provide effluent toxicant data for ammonia, metals, chlorine and other water quality toxicants.
2. Provide review comments on Draft submittals in a timely manner (within two [2] weeks).
3. Coordinate and consolidate (conflict resolved) all review comments.

Assumptions

1. The proposed mixing zone models, located within the EPA Visual Plumes model interface, are both acceptable by Department of Ecology for use in marine water mixing zone studies. Either model will satisfy Ecology’s requirements for a mixing zone study.
2. Ambient water quality data will be based on Ecology ambient monitoring program and University of Washington School of Oceanography sources and is available.
3. Washington Department of Health Shellfish Protection staff will be consulted during development of outfall diffuser alternatives, and included with Ecology in review of the Mixing Zone Study.

Deliverables

1. Draft and Final Mixing Zone Study for a proposed new WWTP outfall (PDF format).

Task 2500 Marine Remediation/Restoration (HDR/CME)

Objective

The most likely offshore outfall alignment is through a site that has been identified for cleanup of because of wood waste resulting from log storage. The Port of Anacortes is required to develop a Clean Up Action Plan for the site. The consultant team will provide outfall design concepts so that the City may determine the impact of the wood waste and Clean Up Action Plan on the construction of a new outfall.

Consultant Services

1. Attend up to three (3) meetings with the City to discuss the wood waste and how it impacts the outfall construction.
2. Provide outfall design concepts that may be used by the City in developing a plan for the method of dealing with the wood waste as it relates to the outfall construction.

Client Responsibilities

1. Coordinate with Port of Anacortes.
2. Provide project remediation/restoration plan.

Assumptions

1. The City is retaining the firm Dalton, Olmsted and Fuglevand (DOF) to provide consulting services as it relates directly to the wood waste and the Clean Up Action Plan.

Deliverables

1. None.

Task 2600 Predesign

Subtask 2610 Offshore Outfall Predesign (CME)

Objective

The following tasks will evaluate design options for a new WWTP outfall and diffuser in Guemes Channel. The offshore WWTP outfall predesign will be performed in conjunction with the mixing zone study.

Consultant Services

1. Develop alignment and profile of the new WWTP outfall from the Mean Higher High Water (MHHW) line to a proposed diffuser site in Guemes Channel using the base map and based on existing upland and marine site uses, geophysical studies and nearshore sediment characteristics. The anticipated alignment is anticipated to be in Area A shown in Figure 1.
2. Evaluate pipe trenching and burial options including open cut and sheeted trenching in the intertidal shoreline crossing.
3. Evaluate offshore subtidal open cut and direct lay alternatives. Shallow and deep pipe burial alternatives will be evaluated along with pipe weighting and anchoring for the submerged portion of the new WWTP outfall between the shoreline and diffuser. Installation of a trestle in combination with near shore sheeting will be evaluated.
4. Establish a depth of burial alternatives based on the shoal/scour envelope including design criteria for lateral loading for shallow and deep alternatives. The final recommended trenching option will be coordinated with permitting considerations.
5. Evaluate proposed pipe materials including HDPE, AWWA C200 concrete coated steel pipe, and AWWA C303 concrete cylinder pipe. Joint types will include fused and flange joints for HDPE, and flange, coupling and Carnegie bell and spigot for the steel/concrete

alternatives. Cost, design life, maintenance, anchoring, armoring and durability within an active navigation area will be the criteria included.

6. Determine the final proposed diffuser type and location based on the mixing zone study. The recommendation will be based on maximizing dilution versus the cost and practical impacts (stability, navigation impacts, and O&M requirements).
7. Evaluate and establish diffuser design criteria including number, diameter, spacing and orientation of diffuser ports. Elastomeric duckbill check valves will be assessed, including improved hydraulic characteristics over a wider range of effluent flows, and reduced plugging of the discharge by bedload sediments.
8. Establish pipeline sizing and the hydraulic grade line (HGL) for the marine portion of the new WWTP outfall, from the diffuser up to the MHHW shoreline crossing. Design flows and controlling upstream HGL elevations will be established, in conjunction with controlling tidal elevations in Guemes Channel. Design criteria for future sea level rise will be evaluated and established in consultation with the City.
9. Design criteria for buoyancy and hydrodynamic loads will be developed.
10. Develop, evaluate and recommend diffuser anchoring concepts including gravity anchors, auger anchors, pile supported, and deep burial with risers.
11. Evaluate the incorporation of debris deflectors for the diffuser ports.
12. Evaluate potential for air entrapment and formation of pressurized air pockets and develop design concepts to reduce the associated risks including reduced hydraulic capacity and outfall buoyancy. The likely design approach will include a drop structure or other air management facility near the mean higher high water (MHHW) shoreline to evacuate air entrained within the onshore portion of the new WWTP outfall.
13. Provide support to marine biology and permitting team for project descriptions as required for biological assessment and permit applications.
14. Provide construction cost estimating for the offshore portions of the outfall.

Client Responsibilities

1. Provide review comments on Draft submittals in a timely manner (within two [2] weeks).
2. Coordinate and consolidate (conflict resolved) all review comments.

Assumptions

1. The predesign documents will be adequate to initiate applications for marine permits.
2. Cost estimate is assumed to be a Class 4 estimate for conceptual alternatives and carries a range of accuracy based upon AACE International Recommended Practice No. 18R-97, Class 4, +50% to -30% Range of Accuracy.

Deliverables

1. Draft and Final Predesign Report prepared in conjunction with the mixing zone study (PDF format).
2. 30% design submittal (PDF format).
3. Responses to 30% design comments (PDF format).

Subtask 2620 Onshore Outfall Predesign (HDR)

Objective

The following tasks will evaluate design options for a new WWTP outfall from the WWTP to the offshore portion in Guemes Channel.

Consultant Services

1. Develop alignment and profile of the new WWTP outfall from the WWTP to the Mean Higher High Water (MHHW) line will be established on the base map.
2. Evaluate alignment alternatives for the onshore outfall from the WWTP to Guemes Channel. Alignments will generally be north from the WWTP through Port of Anacortes property, the T Avenue right-of-way, or a combination of properties.
3. Evaluate pipe and make recommendation of pipe materials for the onshore portion of the new WWTP outfall.

Client Responsibilities

1. Coordinate with Port of Anacortes regarding alignment options through the Port property.
2. Provide review comments on Draft submittals in a timely manner (within two [2] weeks).
3. Coordinate and consolidate (conflict resolved) all review comments.

Assumptions

1. A maximum of three (3) alignment alternatives will be evaluated.
2. Plan and profile drawings will be included in the Predesign Report for increasing the discharge capacity from the wastewater system in Subtask 2630.

Deliverables

1. 30% design submittal (PDF format).
2. Responses to 30% design comments (PDF format).

Subtask 2630 Increase Discharge Capacity Predesign (HDR)

Objective

In order to control the recurring sanitary sewer overflows (SSOs) from the City's wastewater collection system it will be necessary to increase the discharge of wastewater flows to the new WWTP outfall. Department of Ecology indicated in preliminary discussions with the City that it would be feasible to consolidate the City's CSO outfall No. 4 with the new treatment plant outfall. Ecology further indicated that if wastewater flows are brought within "the fence line" of the WWTP, Federal regulations may require the excess flows beyond the current treatment plant capacity to receive at least primary treatment and possibly disinfection. This task will evaluate the alternatives to handle the excess flows beyond the treatment plant capacity and discharge the flows to the new WWTP outfall.

Consultant Services

1. Establish wastewater effluent flow criteria for evaluation of the new WWTP outfall and the plant hydraulic capacity. Allowances for growth and climate change will be included in the analysis. At a minimum the following hydraulic parameters will be established:
 - a. Annual average (or harmonic mean)
 - b. Maximum monthly average
 - c. Maximum day (24-hr total)
 - d. Peak instantaneous
2. Evaluate options to increase the discharge capacity of wastewater flows to the new WWTP outfall. Options may include:
 - a. New pump station and/or screening facility not located on WWTP property.
 - b. New pump station or utilize existing WWTP pump station capacity on WWTP property.
 - c. Evaluate existing level of treatment/processes for opportunities to increase capacity at the WWTP.
3. For alternatives that bring the excess wastewater flows within the plant:
 - a. Evaluate the feasibility and impact of the additional flows on all process treatment systems in the WWTP, and any impacts that could affect the ability to meet NPDES discharge requirements.
 - i. Evaluate the feasibility of increasing the flow through the headworks including possible modification or replacement of the bar screens.
 - ii. Evaluate feasibility of increasing the hydraulic loading capacity of the primary clarifiers.
 - iii. Evaluate options to provide additional disinfection capacity.
 - b. Evaluate other options to provide new primary treatment facilities.
 - c. Evaluate options such as a new aeration basins or secondary clarifier that may be used as additional capacity or advanced treatment in the future but in the near term as storage or primary treatment.
4. Conduct a workshop with City staff to identify criteria important in the selection of the improvements to increase the discharge capacity to the outfall including but not limited to redundancy, adaptability, and cost.
5. At the workshop present the alternatives for increasing the wastewater discharge capacity and identify the three preferred alternatives.
6. Develop each of the preferred alternatives further and develop cost estimates for each one along with an implementation schedule.
7. Evaluate the treatment plant effluent pumping system hydraulics with regard to the new WWTP outfall and identify required improvements.
8. Combine the offshore and onshore plan and profile drawings and document the outfall hydraulics including the HGL at various flow rates for both gravity flow and pumping conditions.
9. Develop 30 percent design drawings for the preferred alternative based off of as-built drawings.
10. Meet with the City and Department of Ecology to discuss discharge capacity increase options.

11. Prepare a Predesign Report satisfying the Department of Ecology requirements for an Engineering Report after City selection of the preferred alternative and summarizing both the improvements to increase discharge capacity to the new WWTP outfall and the outfall improvements.

Client Responsibilities

1. Identify locations outside of the “fence line” of the existing treatment plant site that may be feasible to construct a wet weather pump station.
2. Select a final preferred alternative.
3. Coordinate meetings with the Department of Ecology.

Assumptions

1. Provide review comments on Draft submittals in a timely manner (within two [2] weeks).
2. All comments provided by the City will be consolidated and conflict resolved.
3. Cost are assumed to be a Class 4 estimate.

Deliverables

1. Draft and Final Predesign Report (PDF).

Subtask 2700 Permitting Support (HDR/CME)

Objective

The City will need to acquire a Hydraulic Project Approval (HPA) permit from Washington Department of Fish and Wildlife (WDFW) and the Corps of Engineers permits, which include National Oceanic and Atmospheric Administration (NOAA) Fisheries and Tribal review components. The consultant will provide concept drawings, details, and information regarding the new proposed outfall to assist the City in preparation of and securing permits.

Consultant Services

1. Provide drawings and details generated in other tasks that illustrate the proposed work and may be used in applying for and securing permits.
2. Attend up to four (4) meetings with the City, the City’s permitting consultant or permitting agencies.

Client Responsibilities

1. Submittal and tracking of the permits.
2. Local permits and SEPA compliance.
3. DNR aquatic lands easement applications.
4. Biological Assessment (BA).
5. Joint Aquatic Resources Permit Application (JARPA).

Assumptions

1. The City is retaining a separate permitting consultant, Widener Associates, to prepare, submit and track permits.
2. The proposal falls under the authority of the USACE through their administration of the Clean Water Act and the Rivers and Harbors Act. The project will require a USACE Section 10 permit required for work in navigable waters. Section 401 of the Clean Water Act (water quality certification) is administered by the Department of Ecology. This task will assemble all of the required permit application materials for submittal to the federal agencies and tribes through the Corps of Engineers.
3. Eelgrass/macroalgae survey and report will be prepared by the City's permitting consultant.

Deliverables

1. None.

Schedule

The preliminary schedule for the project is as follows:

Milestones	Date
Notice to Proceed	February 1, 2020
Task 2100 Project Management	Ongoing
Task 2200 Survey and Base Mapping	April 30, 2020
Task 2300 Geotechnical Services	March 31, 2020
Task 2400 Mixing Zone and Water Quality Study	June 30, 2020
Task 2500 Marine Remediation/Restoration	June 30, 2020
Task 2600 Predesign	August 28, 2020
Task 2700 Permitting Support	Begin during the predesign process and complete during the next phase, final design.

COA CONTRACT 20-032-SEW-002

EXHIBIT B

PAYMENT TERMS

Compensation for HDR's services under this Agreement shall be on the basis of the actual employee hourly rate equal to Direct Labor Cost times a multiplier of **3.2** to be paid as total compensation for each hour an employee works on the project, plus Eligible Expenses, subject to the maximum stated in Article 2. Direct Labor Cost shall mean the actual salaries and wages, (basic and overtime) paid to all personnel engaged directly on the project.

Eligible Expenses shall mean the actual expenses incurred directly in connection with the project for transportation travel, subconsultants, subcontractors, computer usage, telephone, shipping and express mail, and other incurred expense. HDR will add three percent (3%) to invoices received by HDR from subconsultants. Charges for typical reimbursable expenses incurred by HDR will be at the following rates.

Miscellaneous:	Postage at cost
Travel:	IRS rate for business use of an automobile, currently \$0.545/mile Other travel expenses at cost
Copying:	At cost.
Phone:	No charge except for outside coordinated conference calls
Lodging:	Reimbursable at cost associated with travel
Meals:	Reimbursable at cost associated with travel

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the HDR's compensation as reimbursable expenses.

The fee estimate for the scope of services described in Exhibit A is shown in the table below. HDR may adjust the distribution of compensation between individual tasks of the work noted herein to be consistent with services actually rendered.

		HDR Labor		Subconsultants			
Task	Description	Labor	Expenses	CME	DEA	GeoEngineers	Total
2100	Project Management	\$93,108.90	\$850.00	\$13,493.00			\$107,451.90
2200	Surveying	\$7,405.88	\$120.00	\$4,944.00	\$43,260.00		\$55,729.88
2300	Geotechnical Services	\$9,245.96	\$0.00	\$2,575.00		\$90,640.00	\$102,460.96
2400	Mixing Zone and Water Quality Study	\$20,963.44	\$90.00	\$145,230.00			\$166,283.44
2500	Marine Remediation/Restoration	\$6,502.68	\$90.00	\$2,472.00			\$9,064.68
2600	Predesign	\$365,900.28	\$2,450.00	\$149,350.00			\$517,700.28
2700	Environmental Investigations and Permitting	\$17,323.60	\$0.00	\$21,630.00			\$38,953.60
Total Fee							\$997,644.74

LABOR ESTIMATE, HDR ENGINEERING STAFF

City of Anacortes: WWTP Outfall Pre-Design

HDR		Project Role																	Billing Rate		Total Labor Hours		Total Labor Dollars	
		Beigstrom, Eric C	Pickard, Kenneth H	Piecha, Dan L	Brannist, Lynda L	Ainslie, Rachel Ireland	Lee, Desiree	Applegate, Daniel W	Penson, Gregory L	Pardue, Katie M	Figdor, Bryce Alan	Simmons, Erik Alay	Schmidt, Adam	Gargas, Harry Z	Koch, John Edward Jr.	D'Agostino, Michael D	Kimney, Lance G							
		324.29	142.30	340.80	165.76	111.17	100.80	263.33	246.62	120.58	217.15	217.60	145.73	352.38	293.76	287.07	214.02							
2100	Project Management	122	0	80	0	0	142	0	4	16	0	20	0	0	16	0	0	400	\$	93,108.90				
	1.1 Project Setup	8					16											24	\$	4,207.12				
	1.2 Project Mgmt Plan / Quality Mgmt Plan / HASP	2					16											18	\$	2,261.38				
	1.3 Coordination and Monitoring						2			16								18	\$	2,130.88				
	1.4 Invoicing / Status Reporting / EV / WorkPlan						80											80	\$	8,064.00				
	1.5 Subconsultant Management	80					24											104	\$	28,362.40				
	1.6 Project Closeout	8					4											12	\$	2,997.52				
	1.7 PM Meetings	20		4								20						44	\$	12,201.00				
	1.8 PARR and Mgmt Review	4		16					4									24	\$	7,736.44				
	1.9 QA/QC			60											16			76	\$	25,148.16				
2200	Surveying	4	0	0	0	0	0	0	0	0	0	12	24	0	0	0	0	40	\$	7,405.88				
	2.1 Surveying Coordination	4										12	24					40	\$	7,405.88				
2300	Geotechnical Services	4	0	8	0	0	0	0	0	0	0	24	0	0	0	0	0	36	\$	9,245.96				
	3.1 Geotechnical Coordination	4		8								24						36	\$	9,245.96				
2400	Mixing Zone and Water Quality Study	16	0	0	60	0	0	0	0	0	0	0	40	0	0	0	0	116	\$	20,963.44				
	4.1 Outfall Engineering Coordination	16			60								40					116	\$	20,963.44				
2500	Marine Remediation/Restoration	12	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	24	\$	6,502.68				
	5.1 Coordination with City	12										12						24	\$	6,502.68				
2600	Predesign	112	104	0	260	0	0	100	0	120	80	484	360	40	40	120	60	1800	\$	365,909.28				
	6.1 Offshore Outfall Predesign	16			60							24	120					220	\$	37,844.24				
	6.2 Onshore Predesign	16	24					40		40		80	160			40		400	\$	76,167.84				
	6.3 WWTP Predesign and Engineering Report	80	80		200			60		80	80	300	80	40	40	80	60	1180	\$	251,888.20				
2700	Environmental Investigations and Permitting	40	0	0	0	0	0	0	0	0	0	20	0	0	0	0	0	60	\$	17,323.60				
	7.1 Coordination	40										20						60	\$	17,323.60				
Task Total Hours		310.00	104.00	88.00	320.00	0.00	142.00	100.00	4.00	136.00	80.00	492.00	424.00	40.00	56.00	120.00	60.00	2476.00						
Task Total Fee		\$ 100,529.90	\$ 14,799.20	\$ 29,990.40	\$ 53,043.20	\$ -	\$ 14,313.60	\$ 26,333.00	\$ 986.48	\$ 16,398.88	\$ 17,372.00	\$ 107,059.20	\$ 61,789.52	\$ 14,095.20	\$ 16,450.56	\$ 34,448.40	\$ 12,841.20		\$	520,450.74				

City of Anacortes: WWTP Outfall Pre-Design

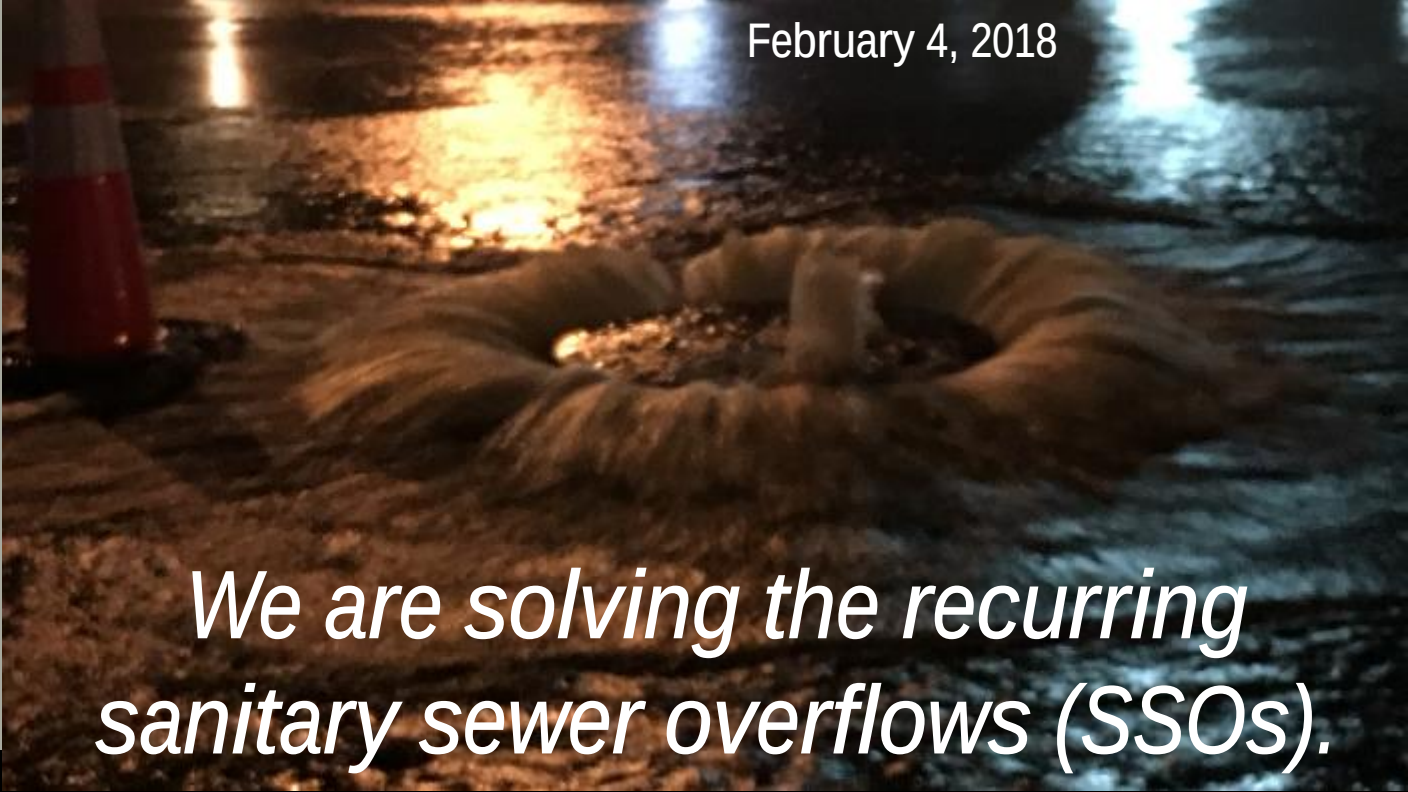
		Cosmopolitan Marine Engineering	David Evans and Associates	GeoEngineers	Total Subconsultants	Sub Markup	Total Subconsultants + Markup
SUBCONSULTANTS						3.00%	
2100	Project Management						
	Task Total	\$13,100.00	\$0.00	\$0.00	\$13,100.00	\$393.00	\$13,493.00
2200	Surveying						
	Task Total	\$4,800.00	\$42,000.00	\$0.00	\$46,800.00	\$1,404.00	\$48,204.00
2300	Geotechnical Services						
	Task Total	\$2,500.00	\$0.00	\$88,000.00	\$90,500.00	\$2,715.00	\$93,215.00
2400	Mixing Zone and Water Quality Study						
	Task Total	\$141,000.00	\$0.00	\$0.00	\$141,000.00	\$4,230.00	\$145,230.00
2500	Marine Remediation/Restoration						
	Task Total	\$2,400.00	\$0.00	\$0.00	\$2,400.00	\$72.00	\$2,472.00
2600	Predesign						
	Task Total	\$145,000.00	\$0.00	\$0.00	\$145,000.00	\$4,350.00	\$149,350.00
2700	Environmental Investigations and Permitting						
	Task Total	\$21,000.00	\$0.00	\$0.00	\$21,000.00	\$630.00	\$21,630.00
Total Subconsultants		\$ 329,800.00	\$ 42,000.00	\$ 88,000.00	\$ 459,800.00	\$ 13,794.00	\$ 473,594.00



City of Anacortes City Council Briefing

February 3, 2020





February 4, 2018

*We are solving the recurring
sanitary sewer overflows (SSOs).*

**Goal: Reduce frequency of SSOs currently at
1 event per 2 years.**

Wastewater Treatment Plant Outfall



Team

- HDR
- Cosmopolitan Marine Engineers – Outfall Design
- GeoEngineers – Geotechnical Engineering
- David Evans & Associates – Survey and Base Mapping
- Widener and Associates – Permitting



Pre-Design Scope

- Survey and Base Mapping
- Geotechnical Services
- Mixing Zone and Water Quality Study
- Marine Remediation/Restoration
- Pre-design (30% Design)
 - » Outfall
 - » Treatment Plant
- Permitting

Questions?



Budget breakdown for 2020 WWTP Outfall Project Contracts

• 2019 Unspent Carryover	\$149,000
• 2020 Available Budget	\$1,000,000
• Total Available in 2020	\$1,149,000
• HDR Expected Expenditures (2020)	\$998,000
• Widener Expected Expenditures (2020)	\$100,000
• Total Expected Expenditures (2020)	\$1,098,000

Widener and Associates Contract Elements

- Eelgrass Survey
- Biological Assessment (BA)
- Remediation/Restoration
- SEPA
- Permitting for entire project

Beginning in late 2020 and terminating after final construction in 2022 or 2023



City Council Contract Agenda Bill

Meeting Date: 2/3/2020 **Agenda Item:** 7e

Subject: Contract Award – Wastewater Treatment Plant Outfall Permitting Services
#20-032-SEW-003

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 \$284,607.20 to Widener & Associates to perform the permitting services for the Wastewater Treatment Plant Outfall project.

Background:

1. **History:** The recommended alternative from Phase 1 of the Sanitary Sewage Storage Study Project is to design and construct a new outfall for the Wastewater Treatment Plant (WWTP) and increase discharge of wastewater flows to the new outfall.
2. **Key Terms:**
 - Contract is on a time-and-materials basis not-to-exceed \$284,607.20.
 - The period of performance under this Agreement is through December 31, 2022.
3. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Previous Council/Committee Action: Council approved contract [18-179-SEW-001](#) for the Sanitary Sewer Storage Study – Phase 1 Planning-10% Design at the [12/17/18](#) Council meeting.

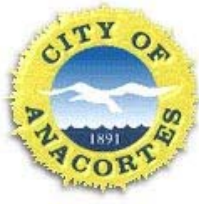
Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 20-032-SEW-003 with Widener & Associates in the amount of \$284,607.20 to perform the Wastewater Treatment Plant Outfall Permitting Services.

Alternative Actions: Not award the contract

Attachments: Contract 20-032-SEW-003

Contractor	Widener & Associates
Contract Amount	\$284,607.20
Earmarked Funds (2019)	\$1,000,000.00
BARS #	440.000.594.35.63
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/22



CONTRACT 20-032-SEW-003
Between
THE CITY OF ANACORTES
AND
WIDENER & ASSOCIATES

WASTEWATER TREATMENT PLANT OUTFALL PERMITTING SERVICES

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Widener & Associates, hereinafter referred to as the "Consultant";

WHEREAS, the City requires professional services of the Consultant;

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

1. **Scope of Work.** Under this Agreement, the Consultant will perform the permitting services for the Anacortes Wastewater Treatment Plant Outfall project. Specifically, the Consultant shall provide services in accordance with Exhibit A which is attached hereto and incorporated by reference. Work shall be performed under the direction of Eric Shjarback, who may be reached at (360) 299-1980, or by email at erics@cityofanacortes.org.

2. **Price.** The services provided under this Agreement shall be provided on a time-and-materials basis not-to-exceed **Two Hundred Eighty-Four Thousand Six Hundred Seven Dollars and Twenty Cents (\$284,607.20)**. Payments shall be made in accordance with attached Exhibit A, which is hereby incorporated into this Agreement by reference. Other direct costs and Subconsultant costs shall be invoiced at actual costs.

3. **Period of Performance.** The period of performance is from inception through December 31, 2022.

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

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

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

5. **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 Name and 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 at least **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

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.

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

7. Defense and Indemnity Agreement. Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. 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.

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

10. 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.

11. 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.

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

13. 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.

14. 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.

15. **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.

16. **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.

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

18. **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.

19. **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 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.

20. **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.

21. **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.

22. **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.

23. **Survival of Contract Termination.** The provisions of the following paragraphs, and the liability of the Consultant for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Ownership and Use of Documents; The City's Right to Terminate Contract; Governing Law; Defense & Indemnity Agreement; Disputes.

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

25. **Notices.** 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. Notices shall be sent to the following address:

CITY:	CONSULTANT:
City of Anacortes	Widener & Associates (DGK Inc.)
Tiffany Matson	Ross Widener
904 6 th Street	1902 120th Pl. S.E. STE 202
PO Box 547	Everett, WA 98208
Anacortes, WA 98221	

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

CITY OF ANACORTES

WIDENER & ASSOCIATES

By _____
Laurie Gere, Mayor

Date _____

Title

Date

City of Anacortes Contract 20-032-SEW-003
EXHIBIT A
Wastewater Treatment Plant Outfall Permitting Services
Scope of Services

Widener and Associates will assist the City in the preparation of environmental documentation and permitting of the project by providing the following services.

Eelgrass Survey

An Eelgrass Survey of the project footprint will be prepared. Based on visual inspection of the project are eelgrass is present in the project area. The following task will be completed.

1. Identify the potential maximum footprint below the mean high higher water line and completed a tier 1 survey of the area per the USACE dated May 27, 2016.
2. Work with the design team and Port Staff to define a project that minimizes impacts to eelgrass areas withing the project area.
3. Completed a tier 2 survey of the impact eelgrass areas.
4. Develop a mitigation plan all impacted areas USACE dated May 27, 2016.

Deliverables

- Draft and Final Tier 1 Survey
- Draft and Final Tier 2 Survey
- Draft and Final Mitigation Report

Biological Assessment (BA)

A BA will be prepared for the preferred alternative in accordance with USACE guidelines. The following subtasks will be undertaken in preparation of the project BA.

1. Collect available documentation concerning the project activities and pertinent biological information. Biological information will include priority habitat and species data from the Washington State Department of Fish and Wildlife along with rare plant and high-quality ecosystem data from WDNR. This information will be reviewed, and a consultation strategy will be developed.

2. Initiate informal consultation with United States Fish and Wildlife Service (USFWS) and National Oceanographic and Atmospheric Administration (NOAA) Fisheries by preparing written requests for lists of endangered, threatened, proposed, and candidate species.
3. Conduct a field reconnaissance to investigate on-site habitat conditions.
4. Make telephone contact with the appropriate resource agency staff for input on species occurrence, habitat use, and potential project impacts.
5. Prepare a draft BA addressing listed species, proposed species, candidate species, species of concern, and critical habitat. The BA will include a project description, a list of species, a description of the species and their habitat, an analysis of project effects, and mitigation recommendations.
6. Provide the draft BA to the City for review and approval.
7. Revise the BA, as appropriate, and submit the final BA to USFWS and NOAA Fisheries for their review, possible negotiation of mitigation measures, and concurrence.
8. Concurrent with Endangered Species Act (ESA) consultation, the Consultant will coordinate with NOAA Fisheries to meet essential fish habitat (EFH) requirements under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), as amended 1996. In doing so, the Consultant will provide NOAA Fisheries with the BA and a cover letter requesting the initiation of consultation, stating the effect determination(s), reasoning behind them, and proposed mitigation measures if any.
9. If NOAA Fisheries responds with advisory EFH conservation recommendations, the Consultant will coordinate with the City and USACE to jointly discuss the recommendations.
10. Formally address and respond to NOAA Fisheries' recommendations within the regulated time frame.

Deliverable(s)

- Three copies of a draft BA for review by City with accompanying draft special provisions if required.
- Three copies of a draft BA, incorporating the City's comments, for submittal to USACE.
- Three copies of a revised draft BA, incorporating comments by USACE, for submittal to NOAA Fisheries and USFWS.
- Three copies of a final BA that incorporates NOAA Fisheries and USFWS comments.

Remediation/Restoration

The most likely offshore outfall alignment is through a site that has been identified for cleanup of because of wood waste resulting from log storage. The Port of Anacortes is designated the responsible party and is currently working to identify other responsible parties and has entered an agreed order with WSDOE to develop a Clean Up Action Plan for the site. In order to implement City's preferred outfall alternative, the project will require excavation of the covered by the order. It is assumed that the Port will prepare the cleanup plan need for the outfall project and the City will complete all permitting necessary to construct the project. The Consultation will provide the following subtasks?

- Attend meetings with the City and other subconsultants to discuss the wood waste and how it impacts the outfall construction.
- Provide coordination with Ports Clean up plan and ensure the necessary measures to complete section seven consultations be included in the cleanup plan.
- Complete a Hazmat memo identify potential contamination soils on the upland segment of this project. The memo will provide sampling and testing recommendation along with construction management strategies.

Deliverables

- Memo on in Water Work Window
- Memo on permit conditions anticipated from the permit conditions
- Draft and final Hazmat Report for the upland areas.

SEPA

The Consultant shall complete appropriate SEPA documentation including all needed studies, modeling, and analysis in accordance with State Environmental Policy Act (RCW 43.21C) and SEPA Rules (WAC 197-11). The Consultant will coordinate with the Renton Planning Department to address comments on the SEPA Checklist and provide support for the SEPA process.

The following is a detailed list of tasks to perform the work described above.

TASKS

- a. Collect available documentation concerning the project activities, existing habitat data, soils surveys, species distribution data, land use data and other pertinent biological, social and design information.
- b. Conduct a field reconnaissance to investigate on-site habitat conditions, evaluate suitable plants for mitigation, and make other observations concerning the social and economic issues related to the project area.

- c. Make telephone contacts with the appropriate resource agency staff for input on species occurrence, habitat use, demographic data and potential impacts/benefits.
- d. Prepare a draft SEPA Checklist.
- e. Revise the SEPA checklist and provide 3 copies of each to the City for agency coordination.
- f. Assist the City in responding to comments from outside agencies and concerned citizens.
- g. Assist the City in developing a decision documentation as necessary.

Deliverable(s)

- Mitigation Determination of Non-Significance

Permits

Widener will assemble and organize all necessary environmental permit applications to a standard acceptable by the permitting agencies. Anticipated permits include the following.

1. JARPA
2. USACE Section 404 Permit
3. Ecology Section 401 Water Quality Certification
4. WDFW Hydraulic Project Approval
5. Shoreline Permit
6. Critical Areas Permit

Permit applications shall include all requested information, such as application forms, all necessary permit drawings, an attachment describing project location, project purpose and need, alternatives considered, and a summary of project impacts. The Consultant Widener shall also provide a draft transmittal letter for submittal of the application by the City. Draft applications, including supporting information, shall be submitted to the City for review and comment. Revised permit applications shall be provided to the City for signature and submittal to permitting agencies. The Consultant shall perform the necessary coordination to obtain the permits.

COA CONTRACT 20-032-SEW-003 - EXHIBIT B				
Project Name		Sewer CSO Prevention Outfall		
Client		City of Anacortes Eric Shjarback		
Location		City of Anacortes	Date	12/12/2019
	Project Manager	Asst. Project Mngr. Senior Biologist	Project Biologist	
	Hours	Hours	Hours	
Project Scoping and Coordination	284	160	60	
Eel Grass Survey				
Field Work	20	40	80	
Draft Report	12	24	120	
Final Report	6	12	40	
Hazmat				
Draft Alternative Analysis	60	160	60	
Final Alternative Analysis	4	12	16	
Biological Assessment				
Field Work	12	24	60	
Draft Report	20	24	240	
Final Report	12	24	80	
Agency Coordination	20	40	40	
SEPA				
Draft	4	8	32	
Final	4	8	16	
MDNS	6	6	6	
JARPA				
Draft	20	20	120	
Final	10	10	60	
Permit Coordination				
USACE 404	20	30	24	
USCG Navigation	8	8	8	
Shoreline Conditional Use	20	20	60	
WSDNR Aquatic Lease	20	20	24	
HPA	6	6	20	
WSDOE Section 401 Permit	20	20	24	
Total hours	588	676	1190	
Summary	Hours	Rate	Cost	
Project Manager	588	\$170.40	\$100,195.20	
Asst. Project Manager/Senior Biologist	676	\$120.00	\$81,120.00	
Project Biologist	1190	\$86.80	\$103,292.00	
Total Labor				\$284,607.20
TOTAL ESTIMATED COST				\$284,607.20
Widener & Associates				
1902 120th Place SE Suite 202 Everett, WA 98208				



City Council Agenda Bill

Meeting Date: 2/3/2020

Agenda Item: 7f

Subject: 2020 City of Anacortes Legislative Priorities and Supported Issues Platform

Staff Contact: Nicole Tesch

Approved for Submittal to Council by	
X	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney
	Emily Schuh, Admin Services Dir.
X	Nicole Tesch, Administrative Manager

Action Type	
	Ordinance No.
	Code Revision?
X	Resolution No. 2072
	Contract
	Public Hearing
	Staff Report

Summary Statement: Mayor Gere and staff have compiled a list of legislative priorities and supported issues platform items for City Council's discussion. Council's adoption of legislative priorities guide staff on how best to represent the City's efforts to influence, affect, or guide the passage of legislation in the Washington State Legislature.

Background:

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: Council considered a draft of Resolution 2072 at its [January 27, 2020](#) meeting and requested revisions which are reflected in the revised draft presented for approval.

Competing Viewpoints Considered: N/A

Recommended Motion: I move to approve Resolution 2072 adopting the City's 2020 legislative priorities and supported issues platform.

Alternative Actions: Do not adopt the priorities; revise the priorities; defer consideration

Attachments (listed in order presented): Resolution 2072 (final and track changes)

RESOLUTION NO. 2072

**A RESOLUTION OF THE CITY OF ANACORTES, WASHINGTON,
APPROVING THE 2020 LEGISLATIVE PRIORITIES**

WHEREAS, during the 2020 Washington Legislative Session, the City Council desires to provide input to the Senators and Representatives who represent the City's constituents pertaining to the development of laws that will have a significant effect on the City's ability to provide a wide variety of services to its constituents; and

WHEREAS, the 2020 Legislative Priorities and Supported Issues Platform are the documents that set forth the City Council's policy position on broad public policy areas that are of concern to the City; and

WHEREAS, during the 2020 Legislative Session, proposed legislation in other areas of concern to the City will be monitored and reviewed with City Council when appropriate; and

WHEREAS, it is the intent of the City Council to take positions of support or opposition to proposed legislation impacting the City and to lobby the legislature based on these positions.

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

1. The City's 2020 Legislative Priorities as set forth in Exhibit A attached hereto and incorporated herein are hereby approved.
2. The City's 2020 Supported Issues Platform as set forth in Exhibit B attached hereto and incorporated herein is hereby approved.
3. By adopting the 2020 Legislative Priorities and 2020 Supported Issues Platform, City Council may support or oppose proposed legislation consistent with these positions and direct staff to lobby on their behalf.

PASSED AND ADOPTED this _____ day of _____ 2020.

CITY OF ANACORTES, WASHINGTON

By: _____
Laurie Gere, Mayor

ATTEST:

By: _____
Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, City Attorney

EXHIBIT A

CITY OF ANACORTES 2020 WASHINGTON STATE LEGISLATIVE PRIORITY ISSUES

1. COMMUNITY YOUTH RECREATION CENTER

Build a community youth recreation center to support the youth by creating a safe place to study and socialize; and expose members to recreational, educational, and family support opportunities.

2. AFFORDABLE HOUSING AND HOMELESSNESS

Advocate for State investment and financial support to address homelessness and affordable housing by pursuing new resources and policies that will allow for an increase to local projects of supportive housing.

3. MUNICIPAL FIBER

Maintain the designation of Internet as an Information service, consider tiered rural broadband grants based needs and availability rather than all or nothing qualifications, and continue to provide paths for local government to create the broadband Internet service that's right for their specific community.

4. INTERNATIONAL FERRY

Upgrade and maintain the redundant international ferry capacity on the route from Anacortes to Sidney, British Columbia, promoting economic development and tourism with an electric-hybrid vessel with a lower environmental footprint.

5. MARITIME INDUSTRY

Promote and expand a sustainable maritime economy while preserving our historically rich maritime culture.

EXHIBIT B

CITY OF ANACORTES 2020 WASHINGTON STATE SUPPORTED ISSUES PLATFORM

REVENUE

TRANSPORTATION

Support continued generation of new ideas for transportation revenue to provide additional emphasis on safety improvements of all transportation systems.

MARIJUANA

Promote and advocate increased sharing of marijuana tax revenue with cities tasked with both the enforcement of State and regulatory laws and with the provision of health and social services designed to mitigate marijuana substance abuse.

REGULATIONS

PUBLIC WORKS TRUST FUND

Promote and advocate to fully fund the Public Works Trust Program, a critically needed source of funding for municipal infrastructure.

WATER UTILITY RESILIENCE

Manage water utility assets and infrastructure to meet the appropriate regulatory standards for their intended uses. Treated drinking water, wastewater, stormwater, and runoff all contribute to the replenishment of the water cycle.

INFRASTRUCTURE FUNDING

PARKS AND TRAILS

Seek funding for continued improvements to Anacortes parks and expand trail systems to connect our community, enhance access to waterfront areas, and provide non-motorized transportation options.

WATER SYSTEM

Support low cost loans or similar tools such as tax-exempt municipal bonds, public private partnerships, or the state revolving loan for the much needed water service infrastructure improvements, repair, or replacement.

CAPACITY

UNFUNDED MANDATES

Refrain from supporting any legislative proposals that would establish a mandate upon local government without providing the necessary funds to fully support the mandate to comply with state law (RCW 43.135.060) that prohibits the passage of any new programs or increasing service levels to existing programs unless “fully reimbursed by the state for the cost”.

PUBLIC SAFETY

Support efforts to increase capacity at the Basic Law Enforcement Academy.

MUNICIPAL FACILITIES

PUBLIC LIBRARY

Provide resources to allow our Municipal owned library to connect our community to the world, advance education and research.

MUSEUM

Provide funding to encourage the restoration of historic structures to interpret and preserve the heritage and unique character of the Anacortes community.

EDUCATION

ANACORTES SCHOOL DISTRICT

Provide learning support and establish opportunities for students, ensure students learn in a safe and healthy environment, provide for robust support for educators and mentorship for positive career pathways.

WORKFORCE DEVELOPMENT

Support efforts to expand internships for high school and college students, bringing new technologies into the classroom career and technical education, and strengthening STEM education in K-12 schools.

ENVIRONMENTAL PROTECTION

PUGET SOUND AND SALISH SEA PROTECTION

Support aquatic and salmon habitat protections and improvements in Puget Sound that will preserve and enhance critical habitat areas.

STORMWATER

Advocate for funding to assist the city in implementing stormwater permits and regulations.

CLIMATE

Support legislation that addresses climate change impacts, specifically efforts to reduce transportation emissions through electric vehicle incentives and low carbon fuel, and efforts to improve efficiency in buildings while balancing the cost of such legislation on housing and transportation, particularly to low and middle income families.

LOCAL GOVERNMENT

FISCAL HEALTH

Preserve city fiscal health with secure funding sources to support essential city programs, and services, like public safety and transportation.

TOMMY THOMPSON TRAIL REHABILITATION

Support the City's efforts, in partnership with the Washington State Department of Natural Resources and the Samish Indian Nation to remove and replace the creosote trestle and rock causeway over the Fidalgo Bay Aquatic Reserve with a more durable structure.

RESOLUTION NO. 2072

**A RESOLUTION OF THE CITY OF ANACORTES, WASHINGTON,
APPROVING THE 2020 LEGISLATIVE PRIORITIES**

WHEREAS, during the 2020 Washington Legislative Session, the City Council desires to provide input to the Senators and Representatives who represent the City's constituents pertaining to the development of laws that will have a significant effect on the City's ability to provide a wide variety of services to its constituents; and

WHEREAS, the 2020 Legislative Priorities and Supported Issues Platform are the documents that set forth the City Council's policy position on broad public policy areas that are of concern to the City; and

WHEREAS, during the 2020 Legislative Session, proposed legislation in other areas of concern to the City will be monitored and reviewed with City Council when appropriate; and

WHEREAS, it is the intent of the City Council to take positions of support or opposition to proposed legislation impacting the City and to lobby the legislature based on these positions.

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

1. The City's 2020 Legislative Priorities as set forth in Exhibit A attached hereto and incorporated herein are hereby approved.
2. The City's 2020 Supported Issues Platform as set forth in Exhibit B attached hereto and incorporated herein is hereby approved.
3. By adopting the 2020 Legislative Priorities and 2020 Supported Issues Platform, City Council may support or oppose proposed legislation consistent with these positions and direct staff to lobby on their behalf.

PASSED AND ADOPTED this _____ day of _____ 2020.

CITY OF ANACORTES, WASHINGTON

By: _____
Laurie Gere, Mayor

ATTEST:

By: _____
Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, City Attorney

EXHIBIT A

CITY OF ANACORTES 2020 WASHINGTON STATE LEGISLATIVE PRIORITY ISSUES

1. COMMUNITY YOUTH RECREATION CENTER

Build a community youth recreation center to support the youth by creating a safe place to study and socialize; and expose members to recreational, educational, and family support opportunities.

2. AFFORDABLE HOUSING AND HOMELESSNESS

Advocate for State investment and financial support to address homelessness and affordable housing by pursuing new resources and policies that will allow for an increase to local projects of supportive housing.

3. MUNICIPAL FIBER

Maintain the designation of Internet as an Information service, consider tiered rural broadband grants based needs and availability rather than all or nothing qualifications, and continue to provide paths for local government to create the broadband Internet service that's right for their specific community.

4. INTERNATIONAL FERRY

Upgrade and maintain the redundant international ferry capacity on the route from Anacortes to Sidney, British Columbia, promoting economic development and tourism with an electric-hybrid vessel with a lower environmental footprint.

5. MARITIME INDUSTRY

Promote and expand a sustainable maritime economy while preserving our historically rich maritime culture.

EXHIBIT B

CITY OF ANACORTES 2020 WASHINGTON STATE SUPPORTED ISSUES PLATFORM

REVENUE

TRANSPORTATION

Support continued generation of new ideas for transportation revenue to provide additional emphasis on safety improvements of all transportation systems.

MARIJUANA

Promote and advocate increased sharing of marijuana tax revenue with cities tasked with both the enforcement of State and regulatory laws and with the provision of health and social services designed to mitigate marijuana substance abuse.

REGULATIONS

PUBLIC WORKS TRUST FUND

Promote and advocate to fully fund the Public Works Trust Program, a critically needed source of funding for municipal infrastructure.

WATER ~~UTILITY~~ RESILIENCE~~Y~~

Manage water ~~utility~~ assets ~~and infrastructure~~ to meet the appropriate regulatory standards for their intended uses. Treated drinking water, wastewater, stormwater, and runoff all contribute to the replenishment of the water cycle.

~~I-976~~

~~**Identify and seek** legislative support to address the impacts of I-976 and identify ways to address the financial losses imposed by the passage of this regulation.~~

INFRASTRUCTURE FUNDING

PARKS AND TRAILS

Seek funding for continued improvements to Anacortes parks and expand trail systems to connect our community, enhance access to waterfront areas, and provide non-motorized transportation options.

WATER SYSTEM

Support low cost loans or similar tools such as tax-exempt municipal bonds, public private partnerships, or the state revolving loan for the much needed water service infrastructure improvements, repair, or replacement.

CAPACITY

UNFUNDED MANDATES

Refrain from supporting any legislative proposals that would establish a mandate upon local government without providing the necessary funds to fully support the mandate to comply with state law (RCW 43.135.060) that prohibits the passage of any new programs or increasing service levels to existing programs unless “fully reimbursed by the state for the cost”.

PUBLIC SAFETY

Support efforts to increase capacity at the Basic Law Enforcement Academy.

MUNICIPAL FACILITIES

PUBLIC LIBRARY

Provide resources to allow our Municipal owned library to connect our community to the world, advance education and research.

MUSEUM

Provide funding to encourage the restoration of historic structures to interpret and preserve the heritage and unique character of the Anacortes community.

EDUCATION

ANACORTES SCHOOL DISTRICT

Provide learning support and establish opportunities for students, ensure students learn in a safe and healthy environment, ~~and~~ provide for robust support for educators and mentorship for positive career pathways.

~~THRIVING YOUTH~~

~~*Establish* opportunities for our youth by ensuring access to quality education mentorship, and positive career pathways.~~

WORKFORCE DEVELOPMENT

Support efforts to expand internships for high school and college students, bringing new technologies into the classroom career and technical education, and strengthening STEM education in K-12 schools.

ENVIRONMENTAL PROTECTION

PUGET SOUND AND SALISH SEA PROTECTION

Support aquatic and salmon habitat protections and improvements in Puget Sound that will preserve and enhance critical habitat areas.

STORMWATER

Advocate for funding to assist the city in implementing stormwater permits and regulations.

CLIMATE

Support legislation that addresses climate change impacts, specifically efforts to reduce transportation emissions through electric vehicle incentives and low carbon fuel, and efforts to improve efficiency in buildings while balancing the cost of such legislation on housing and transportation, particularly to low and middle income families.

LOCAL GOVERNMENT

FISCAL HEALTH

Preserve city fiscal health with secure funding sources to support essential city programs, and services, like public safety and transportation.

~~SAMISH INDIAN NATION~~ TOMMY THOMPSON TRAIL REHABILITATION

Support the City's efforts, in partnership with the Washington State Department of Natural Resources and the Samish Indian Nation's efforts to remove and replace ~~rehabilitate~~ the Tommy Thompson Trail with the removal and replacements of the creosote trestle and rock causeway over the Fidalgo Bay Aquatic Reserve with a more durable structure.

**SUPPORTED
ISSUES**

ITINERARY

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**ONE
SHEET**



LEGISLATIVE PRIORITIES 2020

Legislative Day

Senator Wagoner, 39th

Representative Paul, 10th

Introduction to the House Democratic Caucus

John Flanagan, Policy Office of Governor Jay Inslee

Senator Muzzall, 10th

Representative Lekanoff, 40th

Representative Ramel, 40th

Senator Lovelett, 40th

Candice Bock, AWC Government Relations Director



OLYMPIA

**Edits to verbiage of the
Legislative Priorities and
Supported Issues
Platform documents have
been addressed.**

**These edits were
identified at the City
Council Meeting on
Monday January 27, 2020.**



**Water
Utility
Resilience**

1-976

Education

**Workforce
Development**

Climate

**Tommy
Thompson
Trail**



Water Utility Resilience

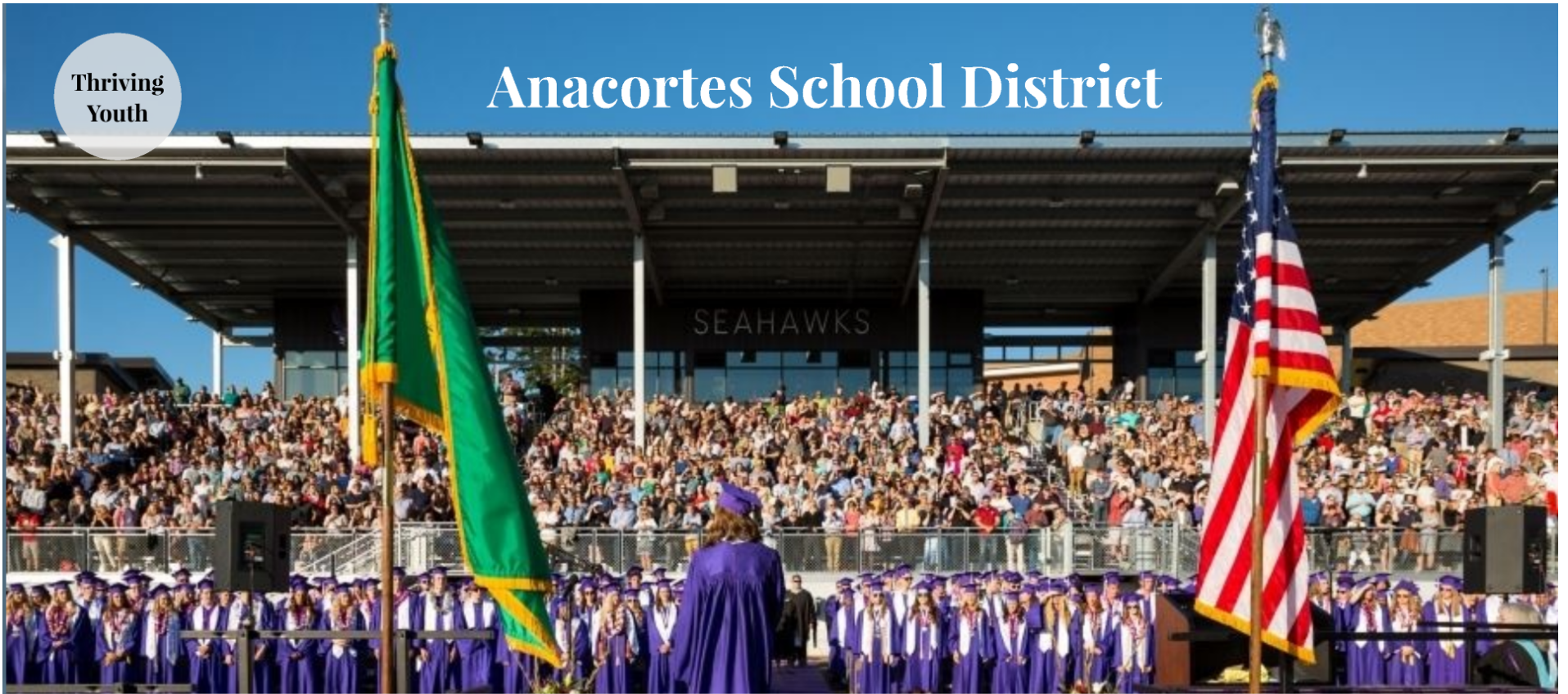
Manage water **utility** assets **and infrastructure** to meet the appropriate regulatory standards for their intended uses. Treated drinking water, wastewater, stormwater, and runoff all contribute to the replenishment of the water cycle.

I-976

*Remove/Incorporate priority into
Transportation*

Identify and seek legislative support to address the impacts of I-976 and identify ways to address the financial losses imposed by the passage of this regulation.

Anacortes School District



Provide learning support and establish opportunities for students, ensure students learn in a safe and healthy environment, and provide for robust support for educators and mentorship for positive career pathways.

Thriving Youth

Incorporated Priority

Establish opportunities for our youth by ensuring access to quality education mentorship, and positive career pathways.



Workforce Development

Support efforts to expand internships for high school and college students, bringing new technologies into the classroom, **career and technical education**, and strengthening STEM education in K-12 schools.

Climate



Support legislation that addresses climate change impacts, specifically efforts to reduce transportation emissions through electric vehicle incentives and low carbon fuel, and efforts to improve efficiency in buildings while balancing the cost of such legislation on housing and transportation, particularly to low and middle income families.

© Del Zane

Tommy Thompson Trail Rehabilitation



Support the City's efforts, in partnership with the Washington State Department of Natural Resources and the Samish Indian Nation to remove and replace the creosote trestle and rock causeway over the Fidalgo Bay Aquatic Reserve with a more durable structure.

**SUPPORTED
ISSUES**

ITINERARY

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LEGISLATIVE PRIORITIES 2020

**ONE
SHEET**



LEGISLATIVE PRIORITIES 2020

Affordable Housing & Homelessness



Advocate for state investment and financial support to address homelessness and affordable housing by pursuing new resources and policies that will allow for an increase to local projects of supportive housing.

What is the problem?

- 2,260 Anacortes households (32% of all households) spend more than 30% of their household income on housing costs, meaning that almost 1/3 of Anacortes households are in housing that is not affordable to them.
- Land supply is limited for new single family development, and regulatory barriers and cost have inhibited construction. A more diverse array of housing options need to be available to meet the needs of our evolving population.
- 80% of Anacortes's housing stock is comprised of single family units, while only 17.6% are multifamily units.
- Since 2010, only 37 multifamily units have been constructed in Anacortes. During this same period, 446 single family homes were constructed.
- Skagit County has an acute shortage of rental units, a vacancy rate of less than 1%.

What is affordable housing?

Housing is considered to be affordable when a household spends no more than 30% of its household income on housing costs. When households pay more than 30% of their income for housing, they may have difficulty affording necessities such as food, clothing, transportation and medical care. Under the Growth Management Act, the City must plan to encourage the availability of affordable housing for all economic segments of the community.

1%

less than a 1%
vacancy rate

32%

of households spend more
than 30% of their household
income on housing

26.5 %

are over the age of 65 and
are on a fixed income
(average is 15.8%)

- Definition
- Aging Population
- Affordable Housing Facts



LEGISLATIVE PRIORITIES 2020 Municipal Fiber



Maintain the designation of internet as an information service, consider tiered rural broadband grants based needs and availability rather than all or nothing qualifications, and continue to provide paths for local government to create the broadband internet service that's right for their specific community.

OVERVIEW

The City of Anacortes is improving the reliability and speed of internet services in town and is constructing a fiber optic network for city and community use. High-quality affordable broadband technology gives consumers access to super-fast speeds and provides the entire city with new opportunities to grow economically. Greater accessibility and faster speeds translates into improved economic performance with the creation of more jobs, more innovation, as well as incentive for additional infrastructure investments and companies relocating or expanding into the City of Anacortes.

IMPLEMENTATION

The City has an aggressive plan of providing high speed fiber internet to the homes and businesses throughout all of Anacortes in the next four years. More than 10% of Anacortes residents and businesses have pre-ordered service. In 2020, we will pass 1000 homes and businesses in our Commercial Business District, Old Town, and M Avenue corridor where overhead utility poles are readily available. Later this year, we will expand our footprint to pass another 1000 buildings. In future years, we will branch out into the homes and neighborhoods that require underground connections. Our business plan suggests that a 35% connection or "take rate" will ensure success. City Council allocated \$3.14 million dollars funding through reserves for the initial startup. We have hired a municipal broadband business manager and supporting staff, who moving forward are deploying the network and connecting our residents.

FIBER ADVANTAGES

- Create jobs
- Attract business entrepreneurs
- Serve existing businesses to keep critical jobs in town
- Support home based productivity
- Advance healthcare, education, and research
- Create reliable connections for public safety
- Initiate tech booms
- Incubate start-ups
- Save money that can be reinvested in local economies
- Increase home values



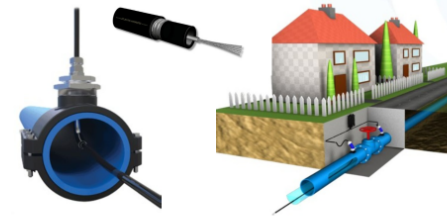
scale
financial
details
geographic

LEGISLATIVE PRIORITIES 2020 Municipal Fiber



FIRST IN NORTH AMERICA

The City of Anacortes is the first in North America to successfully construct a **fiber optic backbone in active water lines** that links the Water Treatment Plant located in Mount Vernon, the Wastewater Treatment Plant located in Anacortes, sewer pump stations, and other facilities. The City is expanding the fiber optic network from this backbone infrastructure to all City facilities. We are connecting businesses and residents to this community owned and operated system.



Bringing broadband internet access to Anacortes residents and businesses is not only important, it's imperative. Broadband will be a game changer for our community.

With fiber access, I foresee a community where households can connect all their devices without worry, entrepreneurs have the infrastructure they need to innovate, our education and healthcare providers will have the platform for learning and telemedicine, and the city will have additional capacity to manage systems such as large databases and improve public safety communication.
- Mayor Laurie Gere

STATE OF FIBER

This backbone infrastructure makes the City the only internet service provider on Fidalgo Island with two geographically diverse backhaul paths to the rest of the world. City Council has allocated \$3.14 million in reserves to kick start 2,000 aerial premise installations. We are projecting a 4-year build out to provide service to all residents of Anacortes. This is projected to cost \$15 million dollars and we will achieve payback on our construction investment in 15-20 years.

- We are now taking city-wide fiber Internet pre-orders
- More than 10% of the city has currently pre-ordered service
- More than 20% take-rate achieved in the pilot areas
- Installations are now occurring in the Central Business District
- Old Town installations coming soon

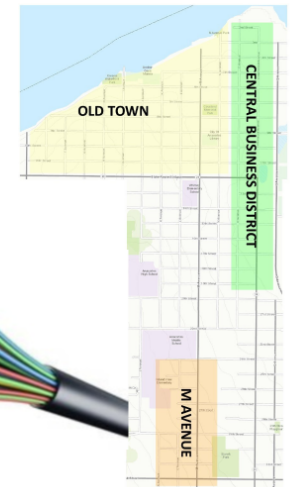
PILOT AREAS

- Passing approximately 1000 homes and businesses
- Building out network to pass an additional 1000 aerial homes and businesses Goal is to have 2,000 premises by end of 2020

WITH COMMUNITY VALUES

Access reflects the City's commitment to:

- Offering affordable, high-speed internet service for all
- Providing simple, straightforward services and pricing
- Supporting education, students, and life-long learning
- Creating opportunity and boosting local businesses
- Ensuring no throttling or data caps
- Keeping money in the community
- Delivering outstanding customer service and user experiences





LEGISLATIVE PRIORITIES 2020

International Ferry



Upgrade and maintain the redundant international ferry capacity on the route from Anacortes to Sidney, British Columbia promoting economic development and tourism with an electric-hybrid vessel with a lower environmental footprint and increased efficiency.

Anacortes is home to the international ferry service that takes patrons on a beautiful journey aboard a Washington State Ferry that sails passengers from Anacortes through the San Juan Islands to Sidney our Sister City on Vancouver Island. The upcoming retirement of the Elwha vessel in the State ferry's fleet will only leave one Safety of Life at Sea (SOLAS) boat with international capabilities per U.S. Coast Guard requirements.

Our priority is to upgrade and maintain the redundant international ferry capacity on the route from Anacortes to Sidney, British Columbia while promoting economic development and tourism with an electric-hybrid vessel with a lower environmental footprint. The maritime culture and industry has been the backbone of our state and city's economy.

Imperative to have a redundant international SOLAS capable vessel

Anacortes is committed to promoting and expanding a sustainable maritime economy while preserving our historically rich maritime culture, supporting economic development, and increasing tourism.



Canada is an important and vital economic partner for the City of Anacortes.

Ferries are currently the largest generator of greenhouse gas emissions in state transportation, with vessels producing **73% of annual greenhouse gases** according to Washington State Ferries.

.....lower environmental footprint and increased efficiency.



LEGISLATIVE PRIORITIES 2020 Maritime Industry



Promote and expand a sustainable maritime economy while preserving our historically rich maritime culture.

Sustainable Maritime Economy

Anacortes together with the Port of Anacortes and the Economic Development Alliance of Skagit County, adopted a strategic plan to support and grow existing maritime businesses while providing infrastructure, technology and workforce development for future expansion.

Our strategic plan is built to support and grow our existing maritime businesses. Our community additionally seeks out high tech, marine-oriented businesses that use technology and provide living wage positions. The strategic plan:

- BUILDS** upon public support for engagement in the development of a thriving, sustainable Anacortes maritime sector.
- POSITIONS** Anacortes as the Pacific Northwest's center for the emerging future maritime industry.
- ESTABLISHES** Anacortes as a state-wide and national center for maritime workforce development, education, research and development, and a regional and international destination for marine-related tourism.



Maritime Innovation Advisory Council



The Anacortes Maritime Strategic Plan coincides with Governor Inslee's Washington Maritime BLUE-2050 Vision for Accelerating Innovation Project.

Anacortes is in the unique position to capture and leverage the competitive advantages of the maritime environment. We are emphasizing our unique, creative, vibrant maritime community with respect to our history as a worthy waterfront town, and protecting our natural environment and public lands for future generations. Anacortes was the only city in Washington State who serves on this initiative committee.



LEGISLATIVE PRIORITIES 2020 Maritime Industry



EDUCATION



Marine and ocean engineering are fast growing and dynamic fields with plentiful opportunities that are improving as people turn to the ocean resources.

For example, classes at the newly renovated Anacortes High School foster development and encourage students to have a career in the maritime industry.



1,186 JOBS SUPPORTED

1,186 are supported across 43 employers in 2016 equalling \$59 million dollars in wages according to the 2018 Anacortes Maritime Strategic Plan.



CAPACITY

Heavy Haul Route

The City built a roundabout at 22nd Street and R Avenue with the partnership of the Port of Anacortes and Andeavor Refinery to accommodate the heavy haul loads seen due to the maritime industry. Our engineers made transporting large vessels and equipment through the corridor easier by installing swivel bases on traffic light signals. They are among the first to be installed on the West Coast.



Deep Water Port

The Port of Anacortes is the home of a natural deep-water port with access to inland transportation, conveniently located for maritime logistics and operations that support commercial fishing and a growing variety of commercial ventures, recreational boaters in the Cap Sante Marina, that brings nearly \$3 million in tourism revenue to downtown Anacortes and local marine trades.





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LEGISLATIVE PRIORITIES 2020



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning February 10, 2020

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

February 10, 2020

- Interlocal Agreements #20-036-AFD-001, #20-036-AFD-002, #20-036-AFD-003 for Medical Grade Oxygen Cylinder Exchange Program (Consent)
- Street Fair Application - Shipwreck Day 2020 (Consent)
- Interlocal Amendment 2: BLS OTEP Training Course for AFD Training Hub #IL267 (Consent)
- Public Hearing: Approval of a Master Permit for Telecommunications Use of Right of Way for City of Anacortes/ACCESS Anacortes Fiber Internet Installation in accordance with AMC Chapter 5.38.040 (Discussion/Possible Action)
- State Auditor Presentation on Infrastructure and Security of City Computer Network (Discussion)
- Executive Session (30 Minutes) beginning 6:00 p.m. : Infrastructure and Security of City Computer Network (RCW 42.30.110(a)(ii))

February 18, 2020

- Contract Award: 2020 Waterline Replacements #20-010-WTR-001 (Action)

February 24, 2020

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

March 2, 2020

- Public Works GIS Demonstration (Discussion)

March 9, 2020

March 16, 2020

March 23, 2020

April 6, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Feb 3, 2020, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Feb 4, 2020, 10:00 AM, Mayor's Office, City Hall
- Port/City Liaison, Tuesday, Feb 4, 2020, 8:30 AM, City Hall
- Housing Affordability & Community Services, Thursday, Feb 6, 2020, 1:30 PM, Planning Director's Office, City Hall
- Community Center / Pool, Thursday, Feb 6, 2020, 3:30 PM, Third Floor Conference Room, City Hall
- Planning, Monday, Feb 10, 2020, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Feb 12, 2020, 5:00 PM, Main Conference Room, City Hall
- Public Works, Tuesday, Feb 18, 2020, 5:00 PM, Main Conference Room, City Hall
- Traffic Safety, Tuesday, Feb 18, 2020, 9:00 AM, Operations Shop
- Parks & Recreation, Thursday, Feb 20, 2020, 6:00 PM, Main Conference Room, City Hall
- Planning, Monday, Feb 24, 2020, 5:00 PM, Main Conference Room, City Hall