Anacortes City Council

Municipal Building Council Chambers
904 6th Street

August 6, 2018
6:00 p.m.

***REVISED* PRELIMINARY AGENDA**

Packet Materials

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Announcements and Committee Reports**
   a. Finance Committee
   b. Housing Affordability and Community Services Committee
   c. Public Works Committee

4. **Public Comment**

5. **Consent Agenda (Action)**
   a. Minutes of July 23, 2018
   b. Approval of Claims in the amount of: $392,464.73
   c. Street Fair Application: Oyster Run 2018
   d. Contract Modification: March Point Road Shoulder Widening Project 15-006-TRN-002
   e. Interlocal Agreement 267 with Skagit County: AFD Training Hub
   f. Grant Agreement with Skagit County Sheriff's Office: OPSG Program
   g. Contract Award: Chlorine Conversion Project – Tanks 18-036-WTR-002
   h. Contract Modification: 2018 Asphalt Overlay Project 18-001-TRN-003

6. **Public Hearings**

7. **Other Business**
   a. Update on permits for ACFL drainage and maintenance projects

8. **Adjournment**

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

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning August 13, 2018

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

August 13, 2018

•Contract Award: Chlorine Conversion Project - Chemical Metering and Transfer Pumps 18-036-WTR-
•Contract Award: Phase 3 Fiber Materials 14-056-IDS-009
•Contract Award CBD Fiber Materials 14-056-IDS-010
•Interlocal #232 with NoaNet Modification 03: Fiber Optics Project
•Contract Modification: March Point Rd Shoulder Widening - Construction Mngmnt 15-006-TRN-003

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August 20, 2018

•Contract Awards: Treatment Plant Chemicals 18-118-IDS
•Contract Award: Chlorine Conversion Project - Construction 18-036-WTR-004 (Action)

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August 27, 2018

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September 4, 2018

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September 10, 2018

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September 17, 2018

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September 24, 2018

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October 1, 2018

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Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Public Safety, Tuesday, Aug 7, 2018, 10:00 AM, Mayor's Office, City Hall
•Port/City Liaison - CANCELLED, Tuesday, Aug 7, 2018, 12:00 AM,
•Skagit County Law & Justice Council, Wednesday, Aug 8, 2018, 8:15 AM, Mount Vernon
•Finance, Wednesday, Aug 8, 2018, 5:00 PM, Main Conference Room, City Hall
•Planning, Monday, Aug 13, 2018, 5:00 PM, Main Conference Room, City Hall
•Parks & Recreation, Thursday, Aug 16, 2018, 6:00 PM, Main Conference Room, City Hall
•Public Works, Monday, Aug 20, 2018, 5:00 PM, Public Works Director's Office, City Hall
•Finance, Wednesday, Aug 22, 2018, 5:00 PM, Main Conference Room, City Hall
•Planning, Monday, Aug 27, 2018, 5:00 PM, Main Conference Room, City Hall

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

Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

August 6, 2018
6:00 p.m.

PUBLIC COMMENT SIGN IN SHEET

Per Resolution 1949, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

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

Name	Topic
Martha Hall	#7 Update ACFL

Continue on back of sheet as needed

At 6:00 p.m. Mayor Laurie Gere called to order the regular Anacortes City Council meeting of July 23, 2018. Councilmembers Eric Johnson, Anthony Young, Ryan Walters, Brad Adams, Liz Lovelett, Bruce McDougall and Matt Miller were present. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Gere reported on greeting a group of over 56 exchange students and their chaperones from Kaifeng, China. The mayor mentioned the school district's plans for more exchanges with China and Taiwan.

Mayor Gere reported that on Wednesday she and other Skagit County mayors would attend the Skagit County Commissioners meeting to support the commissioners voting to approve moving EMS to a fire-based model throughout the county.

Mayor Gere reported on a successful and very well attended Shipwreck Days event the prior Saturday.

Mayor Gere invited the public to her monthly coffee at the Anacortes Senior Activity Center on July 25, 2018 from 1:30 to 3 p.m.

Mayor Gere invited the public to attend the ribbon cutting for the first neighborhood greenway on Saturday, July 28 at 22nd Street and J Avenue.

Mayor Gere invited the public to attend the Anacortes Arts Festival Arts at the Port fine art show opening Saturday, July 28, from 6 to 9 p.m. at the Port of Anacortes Transit Shed.

Planning Committee: Mayor Gere announced that the committee meeting scheduled for earlier in the evening had been cancelled.

Public Safety Committee: Ms. Lovelett reported from the committee meeting earlier in the day at which the members discussed the upcoming EMS levy and the Berk Consulting fire impact fee study. Ms. Lovelett indicated that fire impact fees would be coming before full Council for consideration in the near future. She encouraged voters to cast their primary ballots which include the EMS levy.

PSE Power Outage Update: Lynn Murphy and Kit Maret, Local Government Affairs for Puget Sound Energy, provided an update on power services provided by PSE and a report on the Fidalgo Island power outage that occurred on February 4, 2018. Their slide presentation was added to the packet materials for the meeting. Ms. Murphy described PSE's services, power sources, regulatory oversight, and PSE's commitment to reducing its carbon footprint and options for customers to invest in renewable energy sources. Ms. Maret then reported on the February power outage. She first provided an overview of power delivery from generation through transmission lines to substations to distribution lines to end users. Ms. Maret described the redundancies built into the transmission system but explained that over the winter power lines had to be moved for roundabout construction at Sharpes Corner so one of the redundant lines was out of service for three weeks. During that time, wind caused a failure of the remaining transmission line, causing a widespread outage. Ms. Maret explained the sequence of repairs that was required and the extremely unusual set of concurrent factors that caused a delay to full restoration of power to some 2000 customers. She assured Council that future improvements would create a more robust configuration at that juncture and said operational procedures were also being reviewed to reduce vulnerability. Ms. Murphy and Ms. Maret responded to councilmember questions regarding designation of critical facilities such as the hospital and the new fiber optic hub at the library, prioritizing restoration of power to those facilities, and cost/benefit analyses to determine which power lines made sense to underground. They noted that underground lines are less subject to storm damage but are much more expensive to install and to diagnose and repair. Referring to Ms. Murphy's presentation regarding green power production, Mr. McDougall inquired if a community or county with generating capacity could submit an RFP. Ms. Murphy said yes.

Public Comment

John Morgan addressed Council on several items related to parks and recreation. He asked if the Storvik Park Spray Pad could remain open until 7 p.m. given the warm days and long daylight hours in the summer. He reported that portable restrooms at Sunset Beach were in need of servicing the prior weekend and suggested solar cell operated light and fan options for those facilities. Mr. Morgan also asked if there was a lost and found location for the belongings left behind at the Spray Pad. Mr. Morgan asked the city to consider sponsoring a class for the public on first aid, AED use and CPR and asked if the city also held fairs or events to promote emergency preparedness. Mayor Gere invited Mr. Morgan to contact her office for answers to those questions. Mr. Walters added that National Night Out would be held at Storvik Park the first Tuesday in August.

Patrick Gallagher, 1406 Portalis Court, referred to a recent letter to the *Anacortes American* complaining of the poor condition of the SR20 spur shoulder following WSDOT paving of that stretch. The letter writer had said the shoulder made bicycle travel difficult. Mr. Gallaher said that he was not a cyclist himself but that after inspecting the shoulder he agreed with the letter writer and wondered if WSDOT could be called back to complete cleaning up the shoulder. Mayor Gere advised that WSDOT had already been alerted to that condition and that she would check the following day to find out the status. Ms. Lovelett added that a cyclist constituent had contacted her with a similar observation of uneven asphalt hazards on the shoulder. On a separate topic, Mr. Gallagher also praised PSE for its text updates on the power outages and added an observation, based on his long career at Seattle City Light, that underground power lines also suffer constant line loss of power.

Richard Giles, an Anacortes native who has lived in King County for over 45 many years and is now considering moving back to Anacortes, referenced a recent *Seattle Times* article reporting over 600 crab pots loose under water around Anacortes and over 1000 pots throughout Puget Sound. Mr. Giles urged turning that negative situation positive by making something of the crab pots. He suggested a sculpture or tower built of crab pots, possibly off of R Avenue, to provide a focal point and a magnet for downtown. Mayor Gere agreed there are many creative artists in Anacortes. The mayor also observed that more development was likely along R Avenue when the new development regulations were completed later in the year.

Consent Agenda

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

a. Minutes of July 16, 2018
b. Approval of Claims in the amount of: $718,117.98
c. Contract Award: DC Plant & Batteries Installation 18-114-FAC-001

The following vouchers/checks were approved for payment: EFT numbers: 89971 through 90018, total $489,051.70 Check numbers: 90019 through 90070, total $227,887.32 Wire transfer numbers: 234939 through 235579, total $3,570.20

OTHER BUSINESS

Anacortes Family Center Update

Anacortes Family Center Executive Director Dustin Johnson recognized AFC board members present including president Bonnie Bowers, immediate past president Vicki Stasch, and ex officio member Susan Guterbock. Mr.

Johnson provided an update on the AFC's activities, statistics and emerging trends. Mr. Johnson's slide presentation was added to the packet materials for the meeting.

Mr. Johnson summarized the number of clients served, the number of applications for service, success measures and the demographics of the AFC's clients. He discussed the vulnerability index, which measures a client's likelihood to remain homeless based on objective measures of a list of factors, and said the index is used by social service providers across the county. He then shared that AFC's vulnerability score was 12.8 out of 25 compared to 11-14 out of 25 for neighboring shelters and concluded that AFC clients are similarly vulnerable to those in surrounding shelters. Mr. Johnson discussed the impact of AFC programs to increase employment and treat complicated cases. He reported that the Center was breaking ground on its $2M 20-unit affordable apartment building to serve families with less than 50% of area median income and listed the expected advantages of the project. Mr. Johnson then addressed upcoming initiatives. He said the AFC was working on adding a community case manager to help those in need who are not necessarily AFC clients. He listed longer term goals including addressing needs for child care, transportation and additional affordable housing. Mr. Johnson concluded by alerting Council to the Center's September 15, 2018 Shred-a-Thon and the February 7, 2019 Dine Out to End Homelessness fundraisers.

Mr. Young praised the AFC's success in providing service to those desperately in need in the community and asked Mr. Johnson to address collaboration with other non-profits addressing similar needs. Mr. Johnson explained that those in need can apply at either AFC or Community Action to be added to a single coordinated list of those seeking service. Mr. Young suggested a coordinated list of volunteers who might be available to serve around the county. Mr. Johnson envisioned that the community case manager position would be tasked with that project. Mr. Lovelett advised that the Housing Affordability and Community Services Committee would be considering funding for the community case manager position at its August meeting and thanked Mr. Johnson for sharing statistics proving that homelessness can be successfully addressed. Councilmember Johnson observed that the Anacortes Community Health Council includes members from across the county who effectively coordinate resources and share information to help bring marginalized citizens into the mainstream.

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

Resolution 2017: Transportation Benefit District 0.2% Sales Tax (for public vote in November)

City Attorney Darcy Swetnam presented Resolution 2017 revised per Council direction at the July 16, 2018 regular meeting. The ballot language had been reworked to reflect Council's intent to replace the TBD vehicle license fee with the 0.2% sales and use tax if the tax were approved by the voters.

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

Ms. Lovelett moved, seconded by Mr. Johnson, to adopt Resolution 2017, a resolution of the Anacortes Transportation Benefit District providing for a ballot proposition to be submitted to the voters in the November 2018 general election to authorize a sales and use tax in the TBD in the amount of 0.2% for financing transportation improvements within the district. Vote: Ayes – Young, Walters, Adams, Lovelett, McDougall, Miller and Johnson. Motion carried.

2019/2020 Biennial Budget: Budget Categories

Finance Director Steve Hoglund reported from the quarterly Skagit County Jail Finance Committee meeting the prior week. Mr. Hoglund said the Sheriff's Department had advised it would be asking for 8 new employees in addition to the 58 now working at the Skagit County Justice Center. He said the County would be hiring a consultant to evaluate how to best spread that increase but added that the Anacortes share of that $700K impact was expected to be about $63K annually. Mr. Adams asked if the increase would come out of the .3% public safety sales tax. Mr. Hoglund explained that by agreement the Anacortes public safety sales tax all passes through to Skagit County and then a portion is returned to the general fund. He recommended a new line item in the police department 2019/2020 budget for the likely increase.

Mr. Hoglund then reviewed a series of charts to inform the upcoming budget discussions. His slide presentation was added to the packet materials for the meeting and was distributed to councilmembers at the dais. Mr. Hoglund first reviewed the budget calendar with adoption projected for November 19, 2018. He then displayed a pie chart displaying the city's $59M of invested cash and the restricted (83.2%) vs. spendable (16.8%) share of that cash. Councilmembers requested that a similar chart be added to Mr. Hoglund's quarterly finance updates, along with more detail on the amount of REET, rainy day fund and water utility capital reserves included in the total. Mayor Gere summarized that the sum of unrestricted and emergency funds in the general fund was now $14.2M compared to approximately $9M in 2014 and commended the city for setting money aside while still rebuilding necessary infrastructure.

Mr. Hoglund then shared charts depicting the growth in general and restricted revenues since 2013. He noted that general revenue includes property tax, utility tax, sales tax and other general revenue and observed that property tax and utility tax are stable and predictable whereas sales tax revenue is more variable and responsive to larger economic trends. Mr. Hoglund reviewed the 7 budget goals reconfirmed by City Council in 2018 and listed which BARS accounts serve each goal. He then summarized the status towards those goals. He advised that some of the line items would be addressed in the 2019/2020 CFP and budget. Mayor Gere asked councilmembers to alert she and Mr. Hoglund very soon if they wished staff to consider any additional topics while preparing the proposed budget. Ms. Lovelett urged addressing the boat ramp and campground water and electrical upgrades at Washington Park. Mr. Johnson urged a strategic plan for human services and described the Human Services Commission and strategic plan in place in the City of Redmond, which Anacortes might consider as a model.

Mr. Hoglund next displayed charts showing the portion of the total and the general fund budgets devoted to each of the 7 budget goals, noting that spending on public safety formed 43% of the general fund budget. He concluded with a line chart showing spending by budget goal in 2015, 2016 and 2017, noting several special project outliers but overall fairly stable spending by goal.

Ms. Lovelett suggested and Mayor Gere endorsed councilmembers identifying and clarifying budget goals with staff at the committee level over the following month. Mr. Walters asked that staff also explicitly address any rate increases that might be required to fund new spending requests, including additional staff.

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

Ward MacKenzie, 1302 7th Street, requested a 1000-foot view of the budget, including the operating vs. capital budgets, operating to include debt service and capital as a group of prioritized projects including status, current year spending and total budget to date. Mr. MacKenzie suggested that would allow the public to know which projects were underway and in the wings, managed by which department, funded by which sources, and how those projects fit into comprehensive and strategic plans. He encouraged considering the budget by cost center and monitoring to ensure spending was occurring at the expected rate to determine if anything had gone awry.

John Morgan reported that the traffic light at the intersection of 12th Street and M Avenue did not change when a car was stopped there. Mayor Gere indicated that WSDOT had reported addressing that problem and said she would follow up with WSDOT.

There being no further business, at approximately 7:45 p.m. the Anacortes City Council meeting of July 23, 2018 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the August 6, 2018 City Council meeting:

Download this file in OpenDocument spreadsheet format.

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
235960	4/6/2018	103836	NORTHWEST EMBROIDERY	UNIFORM PATCHES	$439.97
235698	6/7/2018	30063767-001	HERC RENTALS, INC	FLOOR SANDER FOR OPS REMODEL	$175.55
236151	6/12/2018	ANAFIB-I1004	HENKELS & MCCOY, INC	FIBER BUILD PROJECT - PAY APP 4	$101,519.61
234507	6/18/2018	08497	LOWE'S BUSINESS ACCOUNT/GEMB	GENERAL SUPPLIES	$57.88
235500	6/19/2018	SI069464	WATSON MARLOW	PUMP REPAIR	$3,607.74
235870	6/21/2018	13879	WILSON ENGINEERING, LLC	SEWER ROUTING MODIFICATIONS & EQUALIZATION STORAGE - PHASE 1	$2,092.00
234723	6/22/2018	23901	LOWE'S BUSINESS ACCOUNT/GEMB	BLEACH GLOVES, TAPE MEASURE	$37.43
234597	6/22/2018	0509841-IN	NATIONAL SAFETY, INC	CALIBRATION GAS FOR CONFINED SPACE METER	$215.92
235866	6/25/2018	20180801	CHOWANEC, WILLIAM	STA 3: AUGUST RENT	$2,160.00
235789	6/26/2018	TB-182029474	GOOD TO GO!	NW TO FIRE ACADEMY FOR NEW RECRUIT	$12.00
234814	6/27/2018	1704149	CESCO NEW CONCEPT PRODUCTS INC	SODIUM HYDROXIDE MINI BULK DELIVERY~	$1,233.65
234881	6/27/2018	09454	LOWE'S BUSINESS ACCOUNT/GEMB	SILICONE	$15.46
235748	6/29/2018	1095074409	MALVERN INSTRUMENTS, INC.	TYGON TUBE FOR ZETASIZER	$221.14
235871	6/29/2018	1378267	STANTEC CONSULTING SERVICES	SK PUD FIDALGO SYSTEM ACQUISITION PRELIMINARY FEASIBILITY ANALYSIS	$621.25
236152	6/30/2018	39	AQUA-TERR SYSTEMS INC	VOLUNTEER PARK MASTER PLAN	$1,964.79
235663	6/30/2018	35739	DIMENSIONAL COMMUNICATIONS INC	SERVICE CALL VIDEO ISSUES COUNCIL CHAMBERS	$683.55
235865	6/30/2018	18-2059	LIFE TEK, INC	FIRST AID TRAINING	$300.00
235872	6/30/2018	28171	REICHHARDT & EBE ENGINEERING	MARCH PT RD SHOULDER WIDENING CONSTRUCTION CONSULTING SVCS - 2/26-3/13/18	$13,025.17
235873	6/30/2018	28456	REICHHARDT & EBE ENGINEERING	SHIP HARBOR & SR20 INTERSECTION - 5/30/18-6/22/18	$1,319.85
235548	6/30/2018	1312	SKAGIT COUNCIL OF GOVERNMENTS	STAFFING SRVCS FOR GROWTH MGMNT ACT SUPPORT IN SK. CO - 4/1/18-6/30/18	$978.46
235626	6/30/2018	0173	SKAGIT COUNTY SOLID WASTE FUND	JUNE TONNAGE HAULED	$71,042.65
235755	6/30/2018	713390, 721663	SKAGIT COUNTY SOLID WASTE FUND	DUMP RUN WTP 6/8, 6/26	$40.57
236159	7/2/2018	P01/8-18-1	EDASC	SERVICES AGREEMENT 2018	$10,250.00
235428	7/2/2018	1200129089	HDR ENGINEERING, INC	WTP CHLORINE CONVERSION PROJECT - 5/27/18-6/30/18	$28,743.34
235957	7/3/2018	32891	SEBO'S DO-IT CENTER	TIRE SHINE	$7.58
235703	7/6/2018	259183	ISLAND FAMILY PHYSICIANS	CHRIS GRAHAM CDL PHYSICAL	$200.00
235575	7/6/2018	1633-20	MAKERS ARCHITECTURE	ZONING, DEV & DESIGN STDS - JUNE 2018	$3,117.50
235232	7/7/2018	64345	LOWE'S BUSINESS ACCOUNT/GEMB	SQUEEGEE, INSECT KILL, SHOP TOWELS	$101.94
235233	7/8/2018	232249	LOWE'S BUSINESS ACCOUNT/GEMB	CHAIN	$114.56
235925	7/9/2018	17-88	FORCIBLE ENTRY	4 SAFETY VESTS, 3 THROW BAGS	$516.46
235899	7/9/2018	8655010	LIFE ASSIST, INC	IV BAG, ASSORTED LARYNGOSCOPE BLADES	$465.82

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
235629	7/9/2018	001-407087	PISTON SERVICE OF ANACORTES	HYDRAULIC HOSES- VEH #704	$34.58
235765	7/9/2018	545200352	SIGMA-ALDRICH, INC.	PT SAMPLES	$493.12
235750	7/10/2018	1095074602	MALVERN INSTRUMENTS, INC.	LUER LOCK ASSEMBLY FOR ZETASIZER	$66.80
235631	7/10/2018	1618436	WASHINGTON TRACTOR, INC	PARTS- VEH #704	$199.73
235923	7/11/2018	2018-0623	WFCA: THE DAILY DISPATCH	POSITION AD, FIRE CHIEF JOB POSTING	$575.00
235766	7/12/2018	1704148	CESCO NEW CONCEPT PRODUCTS INC	SODIUM HYDROXIDE PS18	$205.61
235767	7/12/2018	1704150	CESCO NEW CONCEPT PRODUCTS INC	SODIUM HYDROXIDE PS 13	$205.61
235768	7/12/2018	1704151	CESCO NEW CONCEPT PRODUCTS INC	SODIUM HYDROXIDE PS15	$308.41
235630	7/12/2018	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 6/6/18-7/5/18	$4,241.87
235786	7/12/2018	1181587	SIGNATURE FORMS, INC	REGULAR RETURN ENVELOPES FOR JURY MAILINGS	$150.03
235892	7/12/2018	2450912	STRYKER SALES CORPORATION	BACKREST STOREAGE POUCH FOR GURNEY	$250.66
235891	7/13/2018	9500349503	ARROW INTERNATIONAL, INC.	CASE EA EZ-IO NEEDKES - 25MM & 45 MM	$1,114.32
235867	7/13/2018	10297-06-18	BERK CONSULTING, INC.	FIRE IMPACT FEE STUDY - JUNE 2018	$1,313.13
235490	7/13/2018	007J3231	HARRINGTON INDUSTRIAL	WTP FIBERGLASS UNISTRUT	$267.76
235636	7/13/2018	527281	HUGHES FIRE EQUIPMENT INC	TRANSDUCER, SWITCH, TAG FOAM LEVEL VEH #220	$283.73
235420	7/13/2018	08133	LOWE'S BUSINESS ACCOUNT/GEMB	WASP SPRAY, SHOP VAC CARTRIDGE, FRIDGE WATER FILTER	$94.04
235707	7/13/2018	4135511	SKAGIT VALLEY POLARIS KAWASAKI	PARTS- VEH #850	$430.29
235949	7/13/2018	S20181830	SUPERIOR SYSTEMS, INC	SS CLAMP BANDS	$418.23
235782	7/13/2018	5000908371	THYSSENKRUPP ELEVATOR CORP	ELEVATOR REPAIR	$517.54
235779	7/13/2018	114-7038803	UNITED SITE SERVICES, INC	TOILETS FOR 4TH OF JULY	$253.93
235665	7/14/2018	55675	LAKESIDE INDUSTRIES, INC.	ASPHALT FOR BIKE PATH	$3,266.74
235666	7/14/2018	55920	LAKESIDE INDUSTRIES, INC.	5/8 & 3/4 ROCK FOR BIKE PATH	$93.83
235604	7/14/2018	001-407730	PISTON SERVICE OF ANACORTES	FLOOR MATS- VEH #173	$125.42
235603	7/14/2018	001-407737	PISTON SERVICE OF ANACORTES	PARTS- VEH #108	$19.69
235769	7/15/2018	140263	SKAGIT FARMERS SUPPLY	ETHANOL FREE UNLEADED	$66.26
235625	7/16/2018	7142018	ANACORTES TOWING, LLC	TOWING; APD CASE 18-A05416	$162.75
235776	7/16/2018	WABUR202980	FASTENAL COMPANY	SAND PUMP REBUILD PART	$27.05
235756	7/16/2018	BINV0007003	GOBLE SAMPSON ASSOCIATES, INC	NEW TUBING FOR CHEM PUMPS	$397.37
235702	7/16/2018	9621	HOW IT WORKS, INC	EXHIBIT PRINT	$27.13
235894	7/16/2018	ReimbLiddle	LIDDLE, DOUGLAS	REIMBURSE DOUG LIDDLE, DENTAL COPAY	$114.00
235771	7/16/2018	132877	LITHTEX NORTHWEST, LLC	ACTION MEMO FORMS FOR COURT	$150.28
235772	7/16/2018	132878	LITHTEX NORTHWEST, LLC	MOTION FOR CONTINUANCE COURT FORMS	$150.28
235775	7/16/2018	132879	LITHTEX NORTHWEST, LLC	ORDER ON INFRACTION FORMS FOR COURT	$150.28
235751	7/16/2018	07195	LOWE'S BUSINESS ACCOUNT/GEMB	PUTTY, PAINT BRUSHES STEEL WOOL	$57.61
235627	7/16/2018	001-407870	PISTON SERVICE OF ANACORTES	BATTERY- VEH #157	$203.97
235790	7/16/2018	1231461	SURETY PEST CONTROL	STA 2: JULY SERVICE	$44.49
235633	7/16/2018	RE 41 JA2711 L154	WASHINGTON STATE DEPARTMENT	JUNE SIGNAL LIGHT MAINTENANCE	$167.40
236175	7/16/2018	37217269	WASTEQUIP MANUFACTURING CO LLC	2018 WASTE CONTAINERS - ORDER 2	$10,486.54
235632	7/17/2018	300-10043896	ALL BATTERY SALES & SERVICE	PART- VEH #173	$303.79

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
235664	7/17/2018	163984L-5	BIRCH EQUIPMENT CO., INC	FLEET - JOB SHACK RENTAL	$265.82
235964	7/17/2018	8498 30 017 0543538	COMCAST	DEPOT 611 R AVENUE - 7/22-8/21/18	$186.12
235889	7/17/2018	466389	DAY WIRELESS SYSTEMS INC	REPAIR RADIO INTERFACE 2921	$233.28
235547	7/17/2018	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; JUNE 2018	$537.00
235932	7/17/2018	S204361	HANSON PHYSICAL THERAPY	COPAYS, STRICKERT, ROBERT. LEOFF1 RETIREE	$800.00
235628	7/17/2018	001-407987	PISTON SERVICE OF ANACORTES	HYDRAULIC HOSES- VEH #704	$190.85
235745	7/17/2018	4732-1	SHERWIN WILLIAMS	PAINT SPRAYER	$1,684.85
235634	7/17/2018	RS18027672	SHIFTNOTE, LLC	WTP SERVICE 8/1/18-10/31/18	$119.85
235507	7/17/2018	86169	WHITNEY EQUIPMENT CO INC	MINI CAS RELAYS	$1,150.76
235874	7/18/2018	3338875	DAILY JOURNAL OF COMMERCE	LEGAL AD - ITB FOR CHLORINE SYSTEM CONVERSION 18-036-WTR-004	$154.10
235741	7/18/2018	1205617	FOSTER PEPPER PLLC	MATTER #96 WATER TREATMENT PLANT	$889.50
235956	7/18/2018	16225	HUGHES FIRE EQUIPMENT INC	COOLANT PROBE- VEH #221	$85.43
235777	7/18/2018	R836922	PLATT ELECTRIC SUPPLY INC	REPLACEMENT COMMUNICATION MODULE	$1,132.05
235708	7/18/2018	1116723	SKAGIT PUBLISHING LLC	PUBLISH AA-1787429	$97.44
235746	7/18/2018	331 0414322	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE	$55.71
235747	7/18/2018	331 0414338	UNIFIRST CORPORATION	WEEKLY WTP LAUNDRY SERVICE INTERN TH	$6.19
236174	7/18/2018	0542005-001	UNUM LIFE INS CO OF AMERICA	AUGUST, LEOFF LONG-TERM CARE PREMIUM	$1,024.90
235869	7/18/2018	86387	VECA ELECTRIC COMPANY, INC	OPERATIONS SHOP REMODEL - ELECTRICAL WORK THROUGH 7/18/18	$24,602.28
234420	7/19/2018	60175	AMERICAN DISTRIBUTING COMPANY	LIGNEN FOR DUST CONTROL	$6,792.10
235699	7/19/2018	1990807880	ARAMARK	OPS: MAT CLEANING 7/19/18	$70.13
235671	7/19/2018	1990807874	ARAMARK	APD NYLON MATS CLEANED	$16.28
235754	7/19/2018	1990807879	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	$63.30
235787	7/19/2018	1990807870	ARAMARK	STA 2 MAT SERVICE: 7/19	$21.70
235788	7/19/2018	1990807871	ARAMARK	STA 1 MAT SERVICE: 7/19	$21.70
235876	7/19/2018	238516	BAY CITY SUPPLY	RETURN ITEMS	($433.95)
235667	7/19/2018	776065	BAYSHORE OFFICE PRODUCTS INC	NO PARKING SIGN ENVELOPES	$74.75
235890	7/19/2018	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 6/19 - 7/18	$37.51
235761	7/19/2018	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPERATIONS: 6/19 - 7/18/18	$140.53
235856	7/19/2018	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 6/19-7/18/18	$191.63
235854	7/19/2018	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 6/19-7/18/18	$18.94
235851	7/19/2018	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 6/19-7/18/18	$99.78
235849	7/19/2018	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 6/19-7/18/18	$17.87
235852	7/19/2018	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 6/19-7/18/18	$10.00
235850	7/19/2018	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 6/19-7/18/18	$10.79
235853	7/19/2018	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 6/19-7/18/18	$13.14
235763	7/19/2018	989 800 0000 8	CASCADE NATURAL GAS CORP.	NATURAL GAS FOR THE WWTP 6/19-7/18/18	$11.57
235883	7/19/2018	199 800 0000 4	CASCADE NATURAL GAS CORP.	703 R AVE 6/19-7/18/18	$20.22
235881	7/19/2018	912 800 0000 0	CASCADE NATURAL GAS CORP.	CARNEGIE 6/19-7/18/18	$17.28

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
235778	7/19/2018	1-567653	DIAMOND RENTALS, INC.	TOILET RENTAL @ CRANBERRY LAKE RD.	$100.00
235700	7/19/2018	07/19/2018	FIDALGO CLEANING	CLEANING - MARITIME HERITAGE CENTER	$50.00
235701	7/19/2018	7/19/2018	FIDALGO CLEANING	CLEANING - CARNEGIE	$100.00
235773	7/19/2018	763189	JCI JONES CHEMICALS INC	SODIUM HYDROXIDE (CAUSTIC)	$3,967.32
235668	7/19/2018	NWACDM 2018	NWACDM	NWACDM CDBG 2019 MEMBERSHIP	$100.00
235955	7/19/2018	001-408220	PISTON SERVICE OF ANACORTES	BELT- VEH #513	$25.05
235743	7/19/2018	001-408240	PISTON SERVICE OF ANACORTES	OIL- SHOP INVENTORY	$64.13
235705	7/19/2018	001-408251	PISTON SERVICE OF ANACORTES	FAST EPOXY FOR #037	$18.36
235780	7/19/2018	R878291	PLATT ELECTRIC SUPPLY INC	CL-17 PARTS	$82.41
235770	7/19/2018	626318	RAINBOW ENTERPRISES	PUMP OUT WHISTLE LAKE TOILET	$325.50
236082	7/19/2018	75926173	RECORDED BOOKS INC	BOOKS ON CD	$43.39
235878	7/19/2018	B08559152	SHI INTERNATIONAL CORP.	AFD COMMAND RIG TABLET MOUNTS	$770.52
235930	7/19/2018	AFD WS Q318	SKAGIT- 911	Q3 2018 - WESTSIDE PROJECT	$7,541.62
236176	7/19/2018	1231428	SURETY PEST CONTROL	PEST CONTROL @ CITY HALL	$43.40
235972	7/19/2018	114-7072453	UNITED SITE SERVICES, INC	HANDWASHING STATIONS FOR KIDS R BEST	$206.82
235704	7/19/2018	1627760	WASHINGTON TRACTOR, INC	DIPSTICK FOR #710	$69.49
235896	7/20/2018	218070103	ALERT-ALL CORPORATION	KIDS HELMETS, HEAT PENCILS FOR PUB-ED	$1,095.85
235885	7/20/2018	3362619	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	$488.30
236161	7/20/2018	60792	CODE PUBLISHING COMPANY	CODIFICATION SERVICES	$1,455.30
235864	7/20/2018	0675833	FERGUSON ENTERPRISES, INC	PACER #67 BREAK COUP SLV	$76.86
235968	7/20/2018	4546801	FISHERIES SUPPLY	SAILING SUPPLIES	$51.99
235893	7/20/2018	967984-0	KEENEY'S OFFICE SUPPLY, INC.	OFFICE SUPPLIES -FINANCE	$31.52
235926	7/20/2018	2782	NW CLEANERS	WEEKLY CLEANING FOR JULY (29-1)	$488.00
235868	7/20/2018	2780	NW CLEANERS	JANITORIAL SERVICES AT THE ANACORTES PUBLIC LIBRARY - JULY 2018	$2,388.00
235744	7/20/2018	001-408371	PISTON SERVICE OF ANACORTES	AIR FILTER- VEH #608	$52.47
235897	7/20/2018	001-408432	PISTON SERVICE OF ANACORTES	BELT- VEH #851	$15.71
235706	7/20/2018	001-408336	PISTON SERVICE OF ANACORTES	REPAIRS FOR VEH #155 - PUMP AND BELTS	$234.63
235898	7/20/2018	001-408431	PISTON SERVICE OF ANACORTES	RETURN ITEM- BELT #155	($36.59)
235962	7/20/2018	3RD QTR JUDICIAL	SKAGIT COUNTY DISTRICT COURT	3RD QTR JUDICAL SERVICES 2018	$15,595.00
235950	7/20/2018	4135702	SKAGIT VALLEY POLARIS KAWASAKI	PARTS- #850	$3.17
235774	7/20/2018	180788	T-SHIRTS BY DESIGN	T-SHIRTS & SWEATSHIRTS FOR WA PARK STAFF	$354.80
235969	7/21/2018	56791	LAKESIDE INDUSTRIES, INC.	1 1/4" AND 1 1/2" GRAVEL	$115.92
235966	7/21/2018	56784	LAKESIDE INDUSTRIES, INC.	ASPHALT - POTHOLES ON MT. ERIE	$125.75
235884	7/21/2018	000099e018298	UNITED PARCEL SERVICE, INC	MAILING (NWSC)	$13.94
235857	7/21/2018	00005W5A83298	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK END 7-21-18	$8.12
235880	7/21/2018	8136 50 291 0005268	WAVE	FIBER LEASE WTP TO CITY HALL 8/1-8/31/18	$320.12
235860	7/22/2018	5053995685	RICOH USA, INC	S/N C86112175 3RD FL COPIER 4/21-7/20/18	$3,198.91
235882	7/22/2018	8125205695	SHRED-IT USA, LLC	OLD RECORDS DESTROYED - APD	$53.82
235879	7/22/2018	8125208659	SHRED-IT USA, LLC	CONTAINER SHREDDING - CITY HALL	$39.94

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
235762	7/23/2018	1990811832	ARAMARK	LAUNDRY SERVICE FOR WWTP	$71.61
235785	7/23/2018	cs- HawkeyeWrestling	AYSC - HAWKEYE WRESTLING	PAYMENT FOR YOUTH WRESTLING CAMP	$956.00
235794	7/23/2018	31-C17049662:1	BARBEE, GILBERT	REFUND AMBULANCE OVERPAYMENT	$924.20
235886	7/23/2018	3362719	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	$28.64
235887	7/23/2018	3363177	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	$324.37
235970	7/23/2018	2-553331-13	DIAMOND RENTALS, INC.	TOILETR RENTAL @ GRAND VIEW, THOMPSON	$262.00
235858	7/23/2018	072318	FIDALGO CLEANING	APD CLEANING & SUPPLIES	$700.00
235791	7/23/2018	31-C17116281:1	MUTUAL OF OMAHA, ATTN; CLAIMS	AMBULANCE SERVICE REFUND	$74.59
235792	7/23/2018	31-C17127003:1	PALMETTO GBA-RAILROAD MEDICARE, ATTN: MEDICARE PART B	REFUND AMBULANCE OVERPAYMENT	$348.49
235749	7/23/2018	1262714	POLYDYNE, INC	CLARIFLOC POLYMER FOR THE INCINERATOR	$5,989.20
236089	7/23/2018	734257	SKAGIT COUNTY SOLID WASTE FUND	DISPOSAL OF FLUORESCENT BULBS	$216.00
236178	7/23/2018	86514	VECA ELECTRIC COMPANY, INC	INSTALL TWO NEW BREAKERS @ STORVIK PARK	$341.78
235958	7/23/2018	026P260287	WESTERN PETERBILT, LLC	COMPRESSOR- VEH #513	$233.26
235742	7/23/2018	HCA Audit 2018	HEALTH CARE AUTHORITY	REIMB TO HEALTH CARE AUTHORIY	$221.52
235793	7/23/2018	31-C17105900:1	WPS/TRICARE FOR LIFE, ATTN: REFUNDS	REFUND AMBULANCE OVERPAYMENT	$73.93
236180	7/24/2018	238912	BAY CITY SUPPLY	FACILITY SUPPLIES	$1,166.02
235888	7/24/2018	3366707	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	$82.70
235922	7/24/2018	JULY 2018	CLEAN & CLIP GROOMING	K9 T-BONE GROOMING	$50.00
236086	7/24/2018	WAANA106009	FASTENAL COMPANY	XXL GLOVES	$338.36
235877	7/24/2018	9666	HOW IT WORKS, INC	EXHIBIT SCAN	$54.25
235953	7/24/2018	001-408620	PISTON SERVICE OF ANACORTES	ALTERNATOR- #157	$203.97
236164	7/24/2018	I-180724-15	SOUND CEDAR CO	LUMBER - DEPOT BENCH	$36.46
236020	7/25/2018	72418	ANACORTES TOWING, LLC	TOWING; APD CASE 18-A05761	$162.75
235924	7/25/2018	101412	ASSOCIATION OF WASHINGTON	AUGUST, SUPPLEMENTAL LIFE INSURANCE	$408.41
236076	7/25/2018	8498 30 017 0487207	COMCAST	CITY HALL INTERNET CONNECTION 8/5-9/4/18	$191.12
236090	7/25/2018	21312	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING; JULY 2018	$323.87
236097	7/25/2018	0675325	FERGUSON ENTERPRISES, INC	AUTOVU MAPPING MODULE- SENSUS SOFTWARE	$1,329.67
236140	7/25/2018	120471	FRONTIER FORD	WEATHER STRIP- VEH #022	$59.99
235952	7/25/2018	001-408769	PISTON SERVICE OF ANACORTES	SPARK PLUG- #13938	$2.01
235951	7/25/2018	001-408804	PISTON SERVICE OF ANACORTES	FILTER- #11903	$6.78
235961	7/25/2018	001-408770	PISTON SERVICE OF ANACORTES	RETURN- ALTERNATOR #157	($203.97)
236028	7/25/2018	0224758-IN	REISNER DISTRIBUTOR INC	DIESEL EXHAUST FLUID- SHOP STOCK	$486.08
235977	7/26/2018	1990818156	ARAMARK	APD NYLON MATS CLEANED	$16.28
236022	7/26/2018	1990818164	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	$66.52
235963	7/26/2018	JULY 2018 SCREENING	FERRARIO, DONNA	INDIGENT SCREENING FOR JULY, 2018	$300.00
236081	7/26/2018	125124	FIDALGO ANIMAL MEDICAL CENTER	BRIEF EXAM; K9 T-BONE	$9.22
236093	7/26/2018	171429605001	OFFICE DEPOT, INC.	OFFICE SUPPLIES - FINANCE	$8.67

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
236092	7/26/2018	171430271001	OFFICE DEPOT, INC.	OFFICE SUPPLIES - FINANCE	$5.72
236091	7/26/2018	171430272001	OFFICE DEPOT, INC.	OFFICE SUPPLIES - FINANCE	$52.66
236139	7/26/2018	001-408928	PISTON SERVICE OF ANACORTES	HYDRAULIC HOSES- VEH #212	$266.23
236025	7/26/2018	001-408888	PISTON SERVICE OF ANACORTES	OIL SEAL- VEH #843	$30.48
236079	7/26/2018	001-408895	PISTON SERVICE OF ANACORTES	SPARK PLUG WIRE- VEH #029	$29.30
235971	7/26/2018	188741	REECE, STORMIE	DEPOT CLEANING JULY 2018	$726.00
235959	7/26/2018	113142	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	$87.50
235973	7/26/2018	113144	WALTON BEVERAGE COMPANY, INC	OPS- BREAKROOM SUPPLIES	$140.00
236023	7/26/2018	113143	WALTON BEVERAGE COMPANY, INC	CITY HALL-EMPLOYEE BREAK ROOM SUPPLIES - 3RD FLOOR	$175.00
236167	7/27/2018	177940C-5	BIRCH EQUIPMENT CO., INC	CONTAINER RENTAL	$151.90
236094	7/27/2018	5011268080	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	$503.95
236080	7/27/2018	41600279790	LES SCHWAB TIRE CENTERS	TIRES- VEH #164	$662.12
236024	7/27/2018	001-408989	PISTON SERVICE OF ANACORTES	WIPER BLADES- VEH #052	$24.60
236078	7/27/2018	001-409016	PISTON SERVICE OF ANACORTES	OIL- VEH #712	$5.83
236077	7/27/2018	001-409063	PISTON SERVICE OF ANACORTES	OIL- #6974	$5.83
236210	7/28/2018	360-293-6427-0218975	FRONTIER COMMUNICATIONS	CITY HALL 911 7/28-8/27/18	$73.07
236074	7/28/2018	00005W5A83308	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK END 7-28-18	$10.63
236085	7/30/2018	1990822071	ARAMARK	LAUNDRY SERVICE FOR WWTP	$71.90
236073	7/30/2018	ReimbClifford	CLIFFORD, TERRENCE	TRAINING PER DIEM; CLIFFORD 1ST LINE SUPERVISOR	$165.00
236137	7/30/2018	72253805	INTERSTATE BATTERIES	BATTERIES- #028, #138, #005	$476.15
235758	7/30/2018	3014	RAINIER ENVIRONMENTAL LAB	WHOLE EFFLUENT TOXICITY DMR ANALYSIS	$200.00
236088	7/30/2018	9811318589	VERIZON WIRELESS	SCADA LINES FOR PUMP STATIONS~	$909.20
236182	7/31/2018	July 31, 2018	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER 2% REIMBURSEMENT	$9,256.37
236146	7/31/2018	Pay App 2	ASPHALT QUALITY SEALERS	STREET REPAIR 2018 - MOD 01	$805.93
236179	7/31/2018	10012378	DUFFY, JUDITH	REFUND CANCELLATION CAMPING FEES	$39.00
236155	7/31/2018	IN928293	NOANET	COS SERVICES FOR FIBER PROJECT - JULY 2018	$150.00
236165	7/31/2018	RefundOlsen	OLSEN, TREVER	CAMPING REFUND	$11.00
236163	7/31/2018	17-055-IDS-0021	QUANTUM CONSTRUCTION, INC	RETAINAGE RELEASE - RETAINAGE	$4.83
236095	7/31/2018	August	SKAGIT LAW GROUP PLLC	PROSECUTION SERVICES CONTRACT AUG. 2018	$6,000.00
236096	7/31/2018	10	WAPRO	2018 WAPRO MEMEBERSHIP CAROL YATES	$25.00
236208	8/1/2018	UF10561CAM2	WASHINGTON STATE DEPARTMENT	UTILITY PERMIT	$500.00
236026	8/1/2018	080118-50433	PACIFIC MOBILE STRUCTURES, INC	MOBILE JOB SHACK FOR WATER/SOLID WASTE	$435.63
236027	8/1/2018	080118-50434	PACIFIC MOBILE STRUCTURES, INC	MOBILE JOB SHACK FOR OPS ADMIN OFFICE	$435.63
236083	8/1/2018	3004057094	THYSSENKRUPP ELEVATOR CORP	LIBRARY ELEVATOR PHONE MONITORING 8/1 - 10/31/2018	$51.17
236173	8/9/2018	18-085-FAC-0011	BLYTHE PLUMBING & HEATING, INC	RETAINAGE RELEASE	$728.00
236170	8/12/2018	18-081-FAC-0011	DIMENSIONAL COMMUNICATIONS INC	RETAINAGE RELEASE	$552.30

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
Total					**$392,464.73**

City Council Agenda Bill

Meeting Date: 8/6/2018 **Agenda Item**: 5c

Subject: Street Fair Applications: Oyster Run 2018

Staff Contact: Fred Buckenmeyer, Don Measamer

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

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

Summary Statement: Street Fair Application for Oyster Run 2018, Sunday, September 23, 2018.

Background: The Oyster Run is a motorcycle rally and includes vendors, music and entertainment. The location is Commercial Avenue & side streets for one block on either side of Commercial between 3rd and 10th Street. The closure time will be 6 a.m. to 6 p.m. The Oyster Run Organization has agreed to pay all overtime costs for Anacortes Police and Fire Department staffing beginning Saturday evening and during the entire event.

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: NA

Competing Viewpoints Considered: NA

Recommended Motion: I move to approve the street fair application as submitted

Alternative Actions: Deny the request(s)

Attachments (listed in order presented): Permit Memo with attached Permit Conditions of Approval, Application and map of street closure.

	TO: City Council Members, Mayor Gere **FROM:** Fred Buckenmeyer, Director of Public Works **DATE:** August 6, 2018 **SUBJECT:** Oyster Run 2018

Sponsor/Organizer: **Oyster Run, Angie Haynes, 425-508-8524**

Location:
Commercial Avenue & side streets for one block on either side of Commercial between 3rd Street and 10th Street.

Dates & Times:
Sunday, September 23, 2018
6 a.m. - 6 p.m.

Background:
Motorcycle rally with vendors, music and drill team

Parking Restrictions:
Parking restricted in closed areas.

Public Works Services:
Signage and street barriers

Police Services:
Additional Police & Fire Department Presence – Costs of services will be paid by Sponsor

Recommendations:
Staff recommends approval with conditions subject to applicant's submitted request

Proposed Motion: Recommend approval with additional conditions as outlined in attached Memorandum

Emergency Contact Numbers:
Angie Haynes, 425-508-8524

cc: Marcia Hunt

EVENT PERMIT CONDITIONS OF APPROVAL
THE OYSTER RUN

1. All Anacortes Police Department and Fire Department overtime costs will be paid by the Oyster Run organization. This will include additional staffing on Saturday night prior to the event. The City will submit an invoice to the Oyster Run organization after the event and the full balance of the invoice must be paid within 30 days of the date of the event.

2. The drill team, the Cossacks, will be the only motorcycle performance allowed at the Oyster Run. No other stunt riders will be allowed.

3. Portable Toilets will not be placed in front of City Hall on 6th Street. They may be placed across the street on the south side of 6th Street.

4. The Oyster Run Organization must complete the Special Event Indemnification Agreement and submit it to the Planning Director prior to the event.

5. The Oyster Run (Permittee) must obtain and provide insurance for the event as follows. All certificates, endorsements, and other documentation must be received by the Planning Director no later than one calendar week prior to the event. Failure to provide the required insurance documentation in a timely manner may result in immediate revocation of this permit. Insurance requirements subject to approval by WCIA.

6. Insurance Term

The Permittee shall procure and maintain for the duration of the Permit, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities associated with the Oyster Run with the issuance of this Permit.

7. No Limitation

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

8. Minimum Scope of Insurance

The Permittee shall obtain insurance of the types and coverage described below:

1. <u>Commercial General Liability</u> insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City of Anacortes shall be named as an additional insured under the Permittee's Commercial

cc: Marcia Hunt

General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

9. Minimum Amounts of Insurance

The Permittee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $4,000,000 general aggregate and a $4,000,000 products-completed operations aggregate limit.

2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

10. Other Insurance Provision

The Permittee'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 of Anacortes. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Anacortes shall be excess of the Permittee's insurance and shall not contribute with it.

11. Acceptability of Insurers

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

12. Verification of Coverage

The Permittee shall furnish the City of Anacortes with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Permittee before issuance of the Permit.

13. Notice of Cancellation

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

14. Failure to Maintain Insurance

cc: Marcia Hunt

Failure on the part of the Permittee to maintain the insurance as required shall constitute a material breach of the Permit, upon which the City of Anacortes may, after giving two business days' notice to the Permittee to correct the breach, immediately terminate the Permit 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 of Anacortes on demand.

15. Public Entity Full Availability of Permittee Limits

If the Permittee maintains higher insurance limits than the minimums shown above, the City of Anacortes shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Permittee, irrespective of whether such limits maintained by the Permittee are greater than those required by this Permit or whether any certificate of insurance furnished to the City of Anacortes evidences limits of liability lower than those maintained by the Permittee.

cc: Marcia Hunt

5C

STREET FAIR APPLICATION

Date Received: 2/2018 **Received by:** J Stewart **City Council Approved:** ______

NAME OF EVENT Oyster Run

DATES of Event Sunday Sept 23 2018

TIME of Day 6 Am - 6 pm

NATURE/PURPOSE of Event motorcycle Rally w/ Vendors, Band & Cossacks Drill team

PARTICIPANTS/Attendees (estimated number) 10,000

LOCATION of Event (include locations and dimensions of any structure to be erected, dimensions of street/right-of-way to be used and dimensions of same to remain unobstructed) Commercial & Side Streets 1 blk east & 1 blk west from 3rd to 10th

DESCRIPTION of Event motorcycle Rally w/ vendors, Band & drill teams

FACILITIES requested (street, sidewalk, park, etc.) Commercial & Side Streets 1 blk east & 1 blk West from 3rd to 10th

Dates/hours requested 6 Am - 6pm Sunday 9/23/2018

EQUIPMENT requested N/A

Dates/hours requested ______

SERVICES requested (eg. Custodial, traffic control) traffic Control

Dates/hours requested 9/23/18 6Am to 6pm

PARKING (include locations and dimensions of parking space to be available/provided) North Side of R from 9th to 4th & East & West Sided of O from 4th to 5th

INSURANCE (Certificate of Insurance must be submitted with Application)

Required X Not Required ______ Will be submitted closer to event

FEES (itemize any Admission fees/space rental fees/sale of items/solicitation of funds) as usual

APPLICANT/ORGANIZATION (Name) Oyster Run

Name of responsible person Angi Haynes Phone # 425-508-8524

Address 3012 135 PL SE

Mill Creek WA 98012

Event and contact information to be included on the City website:

Contact Name ______ Phone # ______

Contact Address ______

Email Address oysterrun@hotmail.com Website address oysterrun.org

Event Address ______ Hours of Event ______

Does your event require vendor(s) or participant(s) to sign up to participate? yes - Vendors only

The undersigned agrees to assume responsibility for the above-described event, is over the age of 18, and to abide by all conditions stipulated upon acceptance of permit.

Signature Angi Haynes Date 2/15/18

* *

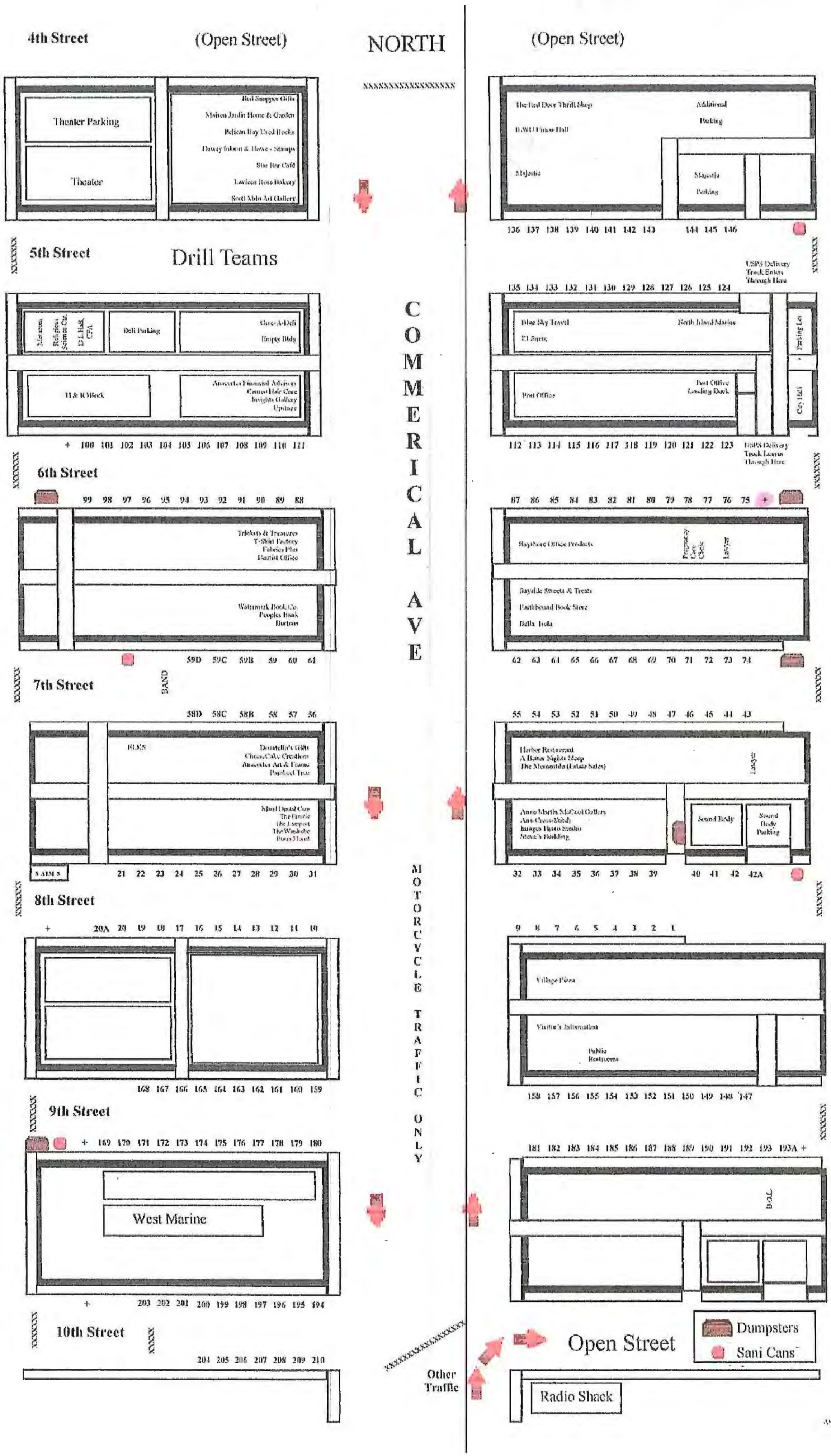
* FOR OFFICE USE ONLY *

	Initials	Comments (Stipulate Conditions of Approval on Reverse)
Mayor		
Building	DM	
Fire	JK	
Parks	GR	
Police	JS	
Public Works	FB	
City Council		

* *

* PERMIT *

Permit will be issued after review by above Department Heads and City Council subject to the following conditions: Compliance with all City Ordinances, Compliance with Department with Public Works regulations, and Submittal of Certificate of Insurance saving the City harmless from all liability.



4th Street
(Open Street)
NORTH
(Open Street)
Theater Parking
Theater
Majestic
5th Street
Drill Teams
COMMERICAL AVE
Post Office
H & R Block
6th Street
Bayshore Office Products
Watermark Book Co.
Peoples Bank
Bayside Sweets & Treats
Earthbound Book Store
Bella Isola
7th Street
BAND
ELKS
Harbor Restaurant
Sound Body
8th Street
MOTORCYCLE TRAFFIC ONLY
Village Pizza
Visitor's Information
Public Restrooms
9th Street
West Marine
10th Street
Open Street
Other Traffic
Dumpsters
Sani Cans
Radio Shack

City Council Contract Agenda Bill

Meeting Date: 8/6/2018 **Agenda Item**: 5d

Subject: Contract Modification – March Point Road Shoulder Widening Project 15-006-TRN-002

Staff Contact: Fred Buckenmeyer

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

Action Type: Contract Modification

Summary Statement: City staff seeks Council consent to issue a contract modification to Granite Construction Company in the amount of $4,037.00, increasing the total contract price to $209,410.00, to increase the scope of work to include regrading existing subgrade beneath planed hot mix asphalt (HMA) and relocating 6 signs as part of the March Point Road Shoulder Widening Project.

Background:

1. Reason for Contract Change: Due to less drainage (high water conditions) in the ditch than anticipated, a portion on Item 24 Rock Wall and Item 25 Backfill for Rock Wall was deleted. Additional labor/equipment and hours were required for the taller section of wall, thus the revised unit prices. Additionally, original work required the Contractor to remove the existing asphalt concrete pavement and back-fill with gravel. The existing asphalt concrete pavement was not as thick as anticipated so it did not require back-filling with gravel. The existing asphalt concrete pavement was planed (bituminous planing), and additional grading was required for the existing material beneath the planed area. In addition, original work required the Contractor to place signs per the Plans. Without being able to see in plain view that the signs would obscure each-other, the Contractor placed the signs per plan. When the City arrived to inspect the placement of signs, the Engineer objected to the placement of the signs and ordered them to be placed further apart. Also the signposts were upgraded from wooden to metal WSDOT Type ST-4
2. History: The work provided for this project included all materials, equipment, labor and related items necessary to widen both shoulders on March Point Road from the Tommy Thompson trestle south approximately 1,250 feet and installing a rectangular rapid flashing beacon (RRFB) assembly. The work included clearing and grubbing, saw-cutting and planing bituminous pavement, roadway excavation, placing crushed surfacing top course, HMA paving, installing rock wall, installing RRFP assembly, permanent signing, pavement striping and markings, landscaping, erosion control and other work.
3. Key Terms: increase of $4,037.00, no addition to the term of agreement
4. Competitive Bidding: On November 7, 2017 the City conducted a bid opening on the subject project. Fifteen bids were received and Granite Construction Company was the low, responsive, responsible bidder.

Previous Council/Committee Action: The original contract was awarded at the November 20, 2017 Council meeting.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with Granite Construction Company, under Contract 15-006-TRN-002, in the amount of $4,037.00, increasing the total contract price to $209,410.00.

Alternative Actions: N/A

Attachments: Contract 15-006-TRN-002 Modification 01

Consultant	Granite Construction Company
Original Agreement Amount	$205,373.00
Current Agreement Amount	$205,373.00
Change Per this Modification	$4,037.00
Total After Modification	$209,410.00
All Mods % of Total Contract Amount	1.96%
Earmarked Funds	*Funded by Federal Grant Federal Aid No.STPUS-6201(001) administered by WSDOT.* *FHWA 86.5% - City 13.5%*
BARS #	105.720.595.62.63
Paid on Contract as of 7/30/18	$185,902.71
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	20 working days

Contract Number 15-006-TRN-002
MODIFICATION 01

Date **August 7, 2018**

Project Title **March Point Road Shoulder Widening Project**

Prime Contractor **Granite Construction Company**

PREAMBLE

In accordance with Provisions 1-04.7 Differing Site Conditions, and 1-05.14 Interpretation of Plans and Specifications as cited in Standard Specifications for Road, Bridge, and Municipal Construction, this modification provides an equitable price adjustment in consideration of changes in Work as described below under Article I. Accordingly, the contract price is increased from $205,373.00 by $4,037.00 to $209,410.00.

Accordingly, the following changes are incorporated under this contract:

ARTICLE I. WORK

Insert the following as *a second paragraph* under Article I:

"The work as described above is hereby amended per Modification 01. Due to less drainage (high water conditions) in the ditch than anticipated, a portion on Item 24 Rock Wall and Item 25 Backfill for Rock Wall was deleted. Additional labor/equipment and hours were required for the taller section of wall, thus the revised unit prices in Article II. Additionally, original work required the Contractor to remove the existing asphalt concrete pavement and back-fill with gravel. The existing asphalt concrete pavement was not as thick as anticipated so it did not require back-filling with gravel. The existing asphalt concrete pavement was planed (bituminous planing), and additional grading was required for the existing material beneath the planed area. In addition, original work required the Contractor to place signs per the Plans. Without being able to see in plain view that the signs would obscure each-other, the Contractor placed the signs per plan. When the City arrived to inspect the placement of signs, the Engineer objected to the placement of the signs and ordered them to be placed further apart. Also the signposts were upgraded from wooden to metal WSDOT Type ST-4."

ARTICLE II. PRICE

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

"**PRICE.** The Total Contract Price is **Two Hundred Nine Thousand Four Hundred Ten Dollars ($209,410.00).**"

The Contract Bid Schedule, Exhibit A, is amended as follows:

BID PROPOSAL, MARCH POINT ROAD SHOULDER WIDENING PROJECT 10/11/17, the following Line Items are revised as follows:

Item No	Qty	Unit of Measure	Item Description	Unit Price	Total Amount
24	1321	SF	Rock Wall (8-24)	$17.00	$22,457.00
25	91	Ton	Backfill for Rock Wall (8-24)	$60.00	$5,460.00
24	-2070	SF	Rock Wall (8-24)	$14.00	-$28,980.00
25	-140	Ton	Backfill for Rock Wall (8-24)	$50.00	-$7,000.00

Furthermore, BID PROPOSAL, MARCH POINT ROAD SHOULDER WIDENING PROJECT 10/11/17, add the following Line Items and revise the Total as follows:

Item No	Qty	Unit of Measure	Item Description	Unit Price	Total Amount
29	1	LS	Regrade Existing Subgrade Beneath Planed HMA	$2,100.00	$2,100.00
30	1	LS	Relocate 6 Signs and Install on ST-4 Steel Signs	$10,000.00	$10,000.00
				TOTAL	$209,410.00

All other terms of the contract remain unchanged.

CITY OF ANACORTES

By ________________________________
Laurie Gere, Mayor

Date________________________________

GRANITE CONSTRUCTION COMPANY

By ________________________________
Signature

____
Printed Name and Title

Date________________________________

Original Agreement Amount	$205,373.00	Original Contract Completion Date	20 working days
Current Agreement Amount	$205,373.00	Current Contract Completion Date	20 working days
Change Per this Modification	$ 4,037.00	Net Change	0
Total After Modification	$209,410.00	Contract Completion Date After Change	20 working days

City Council Contract Agenda Bill

Meeting Date: 8/6/2018 **Agenda Item**: 5e

Subject: Interlocal Agreement 267 to establish BLS OTEP Training for the AFD Training Hub – with Skagit County

Staff Contact: Chief Richard Curtis

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

Action Type: Interlocal Agreement

Summary Statement: City staff seeks City Council consent to enter into an interlocal agreement with Skagit County to establish Basic Life Support Ongoing Training and Evaluation Program (BLS OTEP) training for the AFD Training Hub. The County will provide standardized training curriculum, supplies, and will pay to train the ESEs and BLS Evaluators. The City will provide ALS/BLS Interface training twice per year for the Training Hub, which includes Fire Districts 11, 13, and 17.

Background: Historically the Skagit County EMS office has provided ongoing training to the county EMTs through a small group of instructors, some of which only worked with a small group of providers in the field and/or did not have much field experience at all. In order to provide a high level of instructors and to facilitate providers that work together, training together the county is moving to a "Training Hub" model for training. In the training hub Anacortes Fire Department, Burlington Fire Department, Mount Vernon Fire Department, and Sedro Woolley Fire Department, will now be compensated to provide this training to the EMT's in their surrounding Fire Districts. The county will compensate the Fire Department for our instructor's time, provide all training materials and curriculum and provide training for our instructors. This ILA is the agreement that allows us (Anacortes Fire Department) to perform as a county "training hub" for EMS providers.

Key Terms:

- The term of this Agreement shall be from September 2018 through December 31, 2024.
- The training rate will be $65 per hour for 2018, with a 2% rate increase annually for 2019- 2024. For each training, County will reimburse for one additional hour above the instruction time for the purpose of prep time, which includes setup and breakdown. An additional administration fee of 7% per hour will be added. Mileage will be reimbursed for travel to training sites at the current annual Federal Mileage Reimbursement Rate.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 267 between City of Anacortes and Skagit County.

Alternative Actions: N/A

Attachments: IL267

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY
AND
CITY OF ANACORTES

THIS AGREEMENT is made and entered into by and between City of Anacortes ("COA") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: COA will provide BLS OTEP in the "AFD Training Hub" that includes training for Fire Districts 11,13 and 17.

2. RESPONSIBILITIES:

The County will provide standardized training curriculum for each BLS OTEP training course, will provide the supplies needed for the training and will pay to train the ESE's and BLS Evaluators necessary to administer the program. COA will provide ALS/BLS Interface training twice per year for the Training Hub.

The Training Hub will provide a minimum of 12 OTEP and maximum of 16 trainings per year for 2018-2024. The Hub will work with identified Districts for its Hub to find mutually agreeable sites for the training and with the intent to minimize impact to both the Districts and the Training Hub provider. The County will provide standardized training curriculum for the ALS/BLS Interface Training.

Instructors will utilize the County's approved method and process for creating class rosters.

3. TERM OF AGREEMENT: The term of this Agreement shall be from September 2018 through December 31, 2024.

4. MANNER OF FINANCING: The training rate for the 2018 BLS OTEP Training Hub and Community First Aid/CPR will be $65 per hour for 2018, with a 2% rate increase annually for 2019-2024.

For each training, County will reimburse for one additional hour above the instruction time for the purpose of prep time, which includes setup and breakdown.

An additional administration fee of 7% per hour will be added.

Mileage will be reimbursed for travel to training sites at the current annual Federal Mileage Reimbursement Rate.

Invoices will be submitted to the County EMS office email address for payment quarterly by January 5, March 5, June 5 and September 5 annually.

If a Training Instructor is training outside of their Hub, Instructors will be paid by their home Hub.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be Skagit County EMS Director
5.2 COA's representative shall be the Fire Chief or Designee.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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

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

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

12. OTHER PROVISIONS:

GOVERNMENT AGENCY:

____
Mayor

Date ____________________

Laurie Gere
Print Name of Signatory

Mailing Address:
(Street address required
in addition to P.O. Box)

PO Box 547
904 6th St
Anacortes, WA 98221

DATED this _____ day of _______________, 2018.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

____
Kenneth A. Dahlstedt, Chair

____
Lisa Janicki, Commissioner

____
Ron Wesen, Commissioner

Attest:

____
Clerk of the Board

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

____
County Administrator

Recommended:

____
Department Head

Approved as to form:

____
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

____
Risk Manager

Approved as to budget:

____
Budget & Finance Director

City Council Contract Agenda Bill

Meeting Date: 8/6/2018 **Agenda Item**: 5f

Subject: Grant Sub-Recipient Agreement with Skagit County Sheriff's Office – OPSG Program

Staff Contact: Chief John Small

Approved for Submittal to Council by: Darcy Swetnam, City Attorney	**Action Type:** Grant Agreement

Summary Statement: City staff seeks City Council consent to enter into a sub-grant agreement with Skagit County Sherriff's Office for the City to enhance border security through operational overtime and equipment purchases, using funds from the grant for the equipment and to pay for any overtime costs we have while working with the federal agencies during the Operation Stonegarden Program (OPSG).

Background: APD will be working with agencies under FEMA/DHS for increased border security. The funds awarded from this grant are sent to the State, who subsequently has the written agreement in place with Skagit County, "Signed State Agreement." When we request reimbursement pursuant to the grant, the funds are routed through Skagit County as the "sub-recipient." For the purposes of this grant, APD is referred to as a "Friendly Force." The purpose of this agreement is to enhance cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors along the Canadian and international water borders.

Key Terms:

- The term of this Agreement shall be from September 1, 2017 through August 31, 2020.
- The maximum amount allocated to the City is $47,913.00.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Sub-Recipient Agreement between City of Anacortes and Skagit County Sheriff's Office.

Alternative Actions: N/A

Attachments: Sub-Recipient Agreement

SUB-RECIPIENT AGREEMENT
BETWEEN
SKAGIT COUNTY SHERIFF'S OFFICE
AND
CITY OF ANACORTES

THIS SUB-RECIPIENT AGREEMENT is made and entered into, by and between, Skagit County Sheriff's Office, herein after referred to as the "County," and the City of Anacortes, herein after referred to as the "City" (also referenced and considered a subrecipient under the provisions of this agreement).

This is a sub-grant of the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Federal Funding Source Agreement 18-BLWBLW-10-005**,** Federal Fiscal Year (FFY) 2017 Operation Stonegarden Program (OPSG), CFDA No. & Title: 97.067 – HSGP (17OPSG), passed through the following entities: Washington State Military Department and Skagit County.

The purpose of this agreement is to enhance cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors along the Canadian and international water borders.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

SPECIAL TERMS AND CONDITIONS

Statement of Work
The City shall enhance border security through operational overtime and equipment purchases, as detailed in Attachment A – Statement of Work, Attachment C – Homeland Security Grant Agreement between Washington State Military Department and Skagit County Sheriff's Office, and DHS-FEMA approved OPSG Operations Orders.

Period of Performance
Subject to its other provisions and regardless of the date this agreement is signed, the period of performance of this Agreement shall commence on September 1, 2017, and be completed by August 31, 2020, unless terminated sooner as provided herein.

In Consideration Whereof
The maximum amount of this Agreement allocated to the City is $47,913.00, subject to the detailed budget as described in Attachment B – Budget. This is a fixed price, reimbursement agreement. Within the total Agreement amount, budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

Billing Procedure
The City shall submit invoices for reimbursement to the County documenting all actual direct costs for OPSG expenditures incurred by the City. Invoices must be submitted no more frequently than monthly but at least quarterly in order to receive reimbursement.

Requests for reimbursement of equipment purchases must include a copy of the vendor's invoice and a copy of the packing slip signed with the date goods were received. In the absence of a packing slip, a statement may be signed and dated by the City's authorized representative that states, “All items have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements.”

No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the City and invoiced by the vendor.

Final invoice for reimbursement of costs must be submitted to the County by January 15, 2019.

The County shall reimburse the City within 30 days of receipt of reimbursement from the granting agency, Washington State Military Department.

Agency Representatives
The individuals listed below, or their successors, represent the parties in matters involving this Agreement:

For the County
Don McDermott Undersheriff
Skagit County Sheriff’s Office
Larry E. Moller Public Safety Building
600 S. 3rd Street, Room 100
Mount Vernon, WA 98273
Telephone: (360) 416-1911
Email: **donmc@co.skagit.wa.us**

For the City
Dave Floyd Captain
Anacortes Police Department
1218 24th Street
Anacortes WA 98221

Telephone: (360) 293-4684
Email:floydd@cityofanacortes.org

GENERAL TERMS AND CONDITIONS

1. Administrative and/or Financial Requirements

The City shall comply with all administrative and cost principle requirements in 2 CFR 200, OMB Guidance, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

The City shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 17HGSP Program, including, but not limited to, all criteria, restrictions, and requirements of the “Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2017 Homeland Security Grant Program” document, the DHS Award Letter for Grant # OPSG OO WA Skagit FY17 18-BLWBLW-10-005
in Attachment #1 of Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

The City shall comply with all federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 CFR Sec. 52.203-5); Public Disclosure (RCW 42.17); safety and health regulations; and Chapter 49.60 RCW.

2. Single Audit Act Requirements

Non-federal entities, as subrecipients of a federal award, that expend $750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than $750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

The City shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The City is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The City must respond to County requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The County reserves the right to recover from the City all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the City must send a full copy of the audit and its corrective action plan to the County at the following address no later than 9 months after the end of the City's fiscal year(s):

Skagit County Sheriff's Office
Larry E. Moller Public Safety Building
600 S. 3rd Street, Room 100
Mount Vernon, WA 98273

If the City claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the City must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the City's fiscal year(s) to the address listed above.

The County retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

3. Certification Regarding Debarment, Suspension, or Ineligibility

The City certifies, by submission of this proposal or contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Further, the City agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The City certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the City may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (http://www.sam.gov) maintained by the federal government. The City also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" located at:

(http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/). The City also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List located at:
http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx

The City agrees to include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

4. Certification Regarding Restrictions on Lobbying

As required by 44 CFR Part 18, the City hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the City to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the City will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the City will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

5. Conflict of Interest

No member, officer, or employee of the City or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the City who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

6. Access to Financial Records

All records and financial statements of the City, pertaining to the expenses claimed, shall be available to the County or other pass-through entities and auditors as necessary, for the purposes of determining compliance by the City with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

The City shall retain and allow access to all records related to this Agreement and the funded project for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

7. Termination of Contract

If, through any cause, the City fails to fulfill in a timely and proper manner its obligations under this Agreement or if the City violates any of the stipulations of this contract, the County shall thereupon have the right to terminate this Agreement and withhold any remaining allocation, if such default is not corrected within thirty (30) days after submitting written notice to the City describing such default or violation. Otherwise, either party may terminate this contract by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

Reimbursement for services performed by the City and not otherwise paid for by the County prior to the effective date of termination, shall be as the County reasonably determines. The County reserves the right to terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funding from the source of these grant funds, provided that such funds are the basis for this contract.

8. Procurement

The City shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit B, A.11 Contracting & Procurement of Attachment C.

9. Equipment and Supply Acquisition

The City may purchase approved equipment and supplies, in accordance with Attachment A – Statement of Work, Attachment B – Budget, and the current DHS-FEMA approved OPSG Operations Order, and request reimbursement from the County. The City shall purchase the equipment and supplies according to its jurisdiction's procurement regulations, provided that the regulations conform to the requirements contained in the Grant Agreement between Washington State Military Department and the County, Attachment C, Exhibit A, Article II - Administrative and/or Financial Requirements.

10. Post-Award Requirements for Equipment and Supply Management

For the duration of the life of any Equipment provided by this Agreement:
The City shall comply with 2 CFR 200.318 – 200.326, to include but not limited to:

(1) Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the City.
(2) All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the City's inventory system.
(3) The City shall maintain property records that include a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Federal Award Identification Number (FAIN); Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
(4) The City shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the City to determine the cause of the difference. The City shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
(5) The City shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The City shall develop appropriate maintenance schedules and procedures to

ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.

(6) The City must obtain and maintain all necessary certifications and licenses for the equipment.

(7) The City shall develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the County.

(8) If the City is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.

(9) If, upon termination or at the Grant Agreement End Date, there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value which will not be needed for any other Federal award, or when original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency or award, the City must comply with the following procedures:
   a. Supplies: The City may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.
   b. Equipment: The City must dispose of equipment as follows:
      i. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by the City with no further obligation to the awarding agency.
      ii. Items of equipment with a current per-unit fair market value of more than $5,000 may be retained or sold and the City shall compensate the Federal-sponsoring agency for its share.

(10) Records for equipment shall be retained by the City for a period of six years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the City until all litigation, claims, or audit findings involving the records have been resolved.

The City shall only purchase pre-identified equipment items which have received approval from U.S. Border Patrol, FEMA, Washington State Military Department, and the County. No reimbursement will be provided unless appropriate approval has been received.

Allowable equipment and supply categories for 17HGSP are listed on the Authorized Equipment List (AEL) located on the FEMA website at http://www.fema.gov/authorized-equipment-list .

The City is solely responsible for ensuring purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under HSGP, the City must contact the County for assistance in seeking FEMA approval prior to acquisition.

Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using Federal award funds.

Equipment purchased with DHS federal award funds is to be marked with “Purchased with funds provided by the U.S. Department of Homeland Security” when practicable.

The City shall provide such information to the County as specified above on request.

11. Integrated Planning Team Operations Committee

An Operations Committee shall be established as part of the Integrated Planning Team. This committee is established so that activities, officer availability, intelligence, trends, coverage areas, and USBP requirements can be synthesized into an overall operational plan for maximum benefit and on-going assessment of the OPSG program in Skagit County. The Operations Committee should meet at least quarterly.

This committee will consist of one member from each participating agency. The Sheriff's Office will designate one member to serve as the committee chair in order to provide team oversight and ensure that USBP requirements are satisfied. The City will designate one member to coordinate scheduling of all operational overtime patrols with the Sheriff's Office representative. The City's designee should be an individual who is directly involved in the deployment and reporting of OPSG patrols.

12. Right to Recover

Should the City violate the requirements listed in this Agreement, the State of Washington reserves the right to recover any Equipment or funds transferred to the City through this Agreement.

13. Save Harmless and Indemnification

To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.
The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

14. Disputes

The parties shall make every effort to resolve disputes arising out of or relating to this agreement through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this agreement, the parties shall select a dispute resolution panel to resolve the dispute. The panel shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The panel shall attempt, by majority vote, to resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member. Both parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15. Venue and Choice of Law

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

16. Certification Regarding Federal Supplanting Policy

The City certifies, by submission of this proposal or contract, that the City shall use these federal funds to supplement existing funds for program activities and shall not supplant funds that have been appropriated for the same purpose. The City may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

17. Certification Regarding NIMS Compliance

The City certifies, by submission of this proposal or contract, that the City has met all National Incident Management System (NIMS) compliance requirements outlined in applicable guidance.

18. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

19. Entire Agreement

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

The Special Terms and Conditions, General Terms and Conditions, the Statement of Work in Attachment A, the Budget in Attachment B, the Grant Agreement between Washington State Military Department and Skagit County Sheriff's Office (Skagit County Contract No C20180232) as Attachment C, and the current DHS-FEMA approved OPSG Operations Order and its subsequent revisions apply towards the City unless expressly revised by this Agreement.

FOR CITY OF ANACORTES:

Approved:

____

Laurie Gere

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this _____ day of _______________, 2018, before me personally appeared Laurie Gere, to me known to be the Mayor of the City of Anacortes and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

____
NOTARY PUBLIC in and for the State of Washington,

Residing at __________________________.

My commission expires ________________.

FOR SKAGIT COUNTY:
Dated this ____ day of _______________, 2018

BOARD OF COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

____
Ron Wesen, Chair

____
Kenneth A. Dahlstedt, Commissioner

____
Lisa Janicki, Commissioner

Attest:

____
Clerk of the Board

Recommended by Department Head:

____
Will Reichardt, Skagit County Sheriff

Approved as to Form:

____
Civil Deputy Prosecutor

Approved as to Indemnification:

____
Risk Manager

Approved:

____
Budget & Finance Director

STATEMENT OF WORK

Introduction: Through the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the FFY2017 Operation Stonegarden Program is providing funds to enhance law enforcement preparedness and operational readiness along international borders of the United States.

The City agrees to the following:

1. Work closely with local, state, and federal law enforcement agencies to develop Operations Orders.

2. Activities under this contract must have a clear correlation to the goals, objectives, and priorities identified in the evaluated and DHS-FEMA approved OPSG Operations Order and all revisions thereto.

3. Plan and implement activities in accordance with the FFY2017 Homeland Security Grant Program Guidance, which can be found at: https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY_2017_HSGP_NOFO_20170601v2014_605.pdf

4. At the conclusion of each overtime shift, complete an OPSG Daily Activity Report (DAR) and submit it via email to the Sector OPSG Coordinator at BLWOPSG@cbp.dhs.gov and/or will submit DARS via the HISN (Homeland Information Security Network) once that system is approved by DHS for DAR reporting.

5. Submit at a maximum monthly and at minimum quarterly, signed and approved reimbursement requests with supporting documentation to the County for costs incurred.

6. If purchasing equipment, the Contractor must meet the following requirements:
   a. Equipment must be directly related to the enhancement of border security associated with law enforcement activities and in compliance with the FEMA Authorized Equipment List (AEL).
   b. Ensure that vendors have not been suspended or debarred from doing business with the federal government by searching records on the System for Award Management, which can be found at https://www.sam.gov.
   c. Purchases must be in accordance with the current DHS-FEMA approved OPSG Operations Order.
   d. Purchases must also be in accordance with purchasing requirements as specified in the general terms and conditions of this contract.

The County agrees to the following:

1. Provide technical assistance, expertise, and coordination with Washington State where necessary.

2. Reimburse the City within 30 days of receipt of reimbursement from the granting agency, Washington State Military Department.

BUDGET

Operational Overtime	36,000
Travel	0.00
Vehicle/Equipment Maintenance	0.00
Mileage Reimbursement/Fuel Costs	0.00
Equipment	11,913
County M & A	2,305
TOTAL	**$ 50,218.00**

Expenditures may occur within the categories listed above. Changes between categories are allowed without prior approval from the County if approved in subsequent Operations Orders. Changes to the overall budget in excess of this award require prior written approval from the County.

Federal grant program requirements affirm that federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

The City is responsible for all costs exceeding the award amount of $47,913.00.

City Council Contract Agenda Bill

Meeting Date: 8/6/2018 **Agenda Item**: 5g

Subject: Contract Award - FRP Chemical Tanks 18-036-WTR-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 $77,770.63 to Spunstrand, Inc. to purchase the FRP Chemical Tanks. The project provides for the custom off-site fabrication and delivery of two (2) fiberglass reinforced plastic (FRP) chemical tanks for the chlorination conversion project at the Water Treatment Plant.

Background:

1. History: Following the recent visit from Washington State Department of Labor and Industries, the City pursued a change in the method we use for disinfection at the Water Treatment Plant. The new method involves a change from gaseous chlorine to a hypochlorite solution. Hypochlorite is essentially a diluted liquid chlorine very similar to bleach. The City intends to replace the existing gas chlorine system at the plant with a bulk sodium hypochlorite solution system to eliminate the potential health and safety risks associated with unintended releases of gas chlorine. HDR was chosen to design the required improvements and this contract is to purchase the tanks. The goal is to have the new system installed and operational by January 2019. To meet this aggressive schedule, early procurement by the City of key equipment items, including chemical storage tanks and pumps, that take up to 2 months for delivery, is necessary. Two additional contracts will be brought before City Council within the next two weeks, one for the chemical metering and transfer pumps, and one for the construction of the new system.
2. Key Terms:
   - Total contract price of $77,770.63.
   - Delivery shall be within 6-8 weeks of contract inception.
3. Competitive Bidding: On June 20, 2018 the City solicited bids for the subject project and on July 3, 2018 a bid opening was conducted and no bids were received. Because there was no response from our solicitation, RCW 35.23.352(1) allows us to enter into a contact without re-bidding. The Project Manager and HDR evaluated the options and selected Spunstrand, Inc. to provide the tanks.

Previous Council/Committee Action: City Council received an overall project update and awarded the HDR contract on 3/5/18. Modification 01 of the HDR contract was approved on 4/16/18, and Modification 02 of the HDR contract was approved on 5/21/18.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 18-036-WTR-002 with Spunstrand, Inc. in the amount of $77,770.63 to purchase the FRP Chemical Tanks.

Alternative Actions: N/A

Attachments: Contract 18-036-WTR-002

Contractor	Spunstrand, Inc.
Contract Amount	$77,770.63
Earmarked Funds	None
BARS #	401.730.534.10.48
Budget Amendment Required?	Yes
Revenue Source?	Regional customer charges
Start Date	Inception
End Date	6-8 weeks

CONTRACT 18-036-WTR-002

AGREEMENT WITH

Spunstrand, Inc.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Spunstrand, Inc. a private contractor at 620 N. Post St, Post Falls, ID 83854 (herein after referred to as "Contractor").

PROJECT

FRP Chemical Tanks

1. Scope of Work: Contractor shall furnish all materials, equipment and labor to manufacture and deliver two (2) fiberglass reinforced plastic (FRP) chemical tanks, and two (2) 2" reveres float guages to the Anacortes Water Treatment Plant, 14489 River Bend Rd, Mount Vernon, WA 98273. Work must comply with and meet all specifications of Section 43 41 45.

2. Contract Price: The work under this Agreement shall be performed for a total fixed price of **Seventy-Seven Thousand Seven Hundred Seventy Dollars and Sixty-Three Cents ($77,770.63)** which includes $6,092.63 in sales tax. This includes all labor and materials for the project. The following payment schedule shall apply:

Item	Quantity	Unit	Description	Unit Price	Extension
1	2	Ea	10' Diameter, 4,100 GA, 12.5% NaClOTank	$31,964.00	$63,928.00
2	2	Ea	2" Reverse Float Gauge - Site Glass	$1,250.00	$2,500.00
				Sub-Total	$66,428.00
				Estimated Freight FOB	$5,250.00
				8.5% Sales Tax	$6,092.63
				Total	$77,770.63

Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries for any work performed within the State of Washington, i.e. workers who drive the delivery vehicle into Washington State are entitled to prevailing wages as prescribed in WAC 296-127-020(3).

3. Time of Completion: The items shall be shipped FOB within 6-8 weeks of contract inception.

4. Contract Documents: The attached General Provisions are included in this Contract Agreement.

The Owner and Contractor each binds 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.

In Witness Whereof, Owner and Contractor have signed two (2) copies of this Contract Agreement. All portions of the Contract Agreement have been signed or identified by the Owner and Contractor.

Owner:
City of Anacortes

Mayor

Date

Contractor:
Spunstrand, Inc.

Signature

Printed Name

Date

1. Delivery. Advance coordination of the work shall be made with the Project Manager Jeff Marrs, 360-428-1598. The Supplier shall:

a. Deliver the items specified on the Contract to the designated "FOB Point", within the time specified by the City. Timely delivery is of the essence to this Contract.
b. When shipping item(s) to the City, Supplier shall obtain shipping insurance for the value of the item(s) through the shipping carrier with pre-approval of and at the cost of the City.
c. Ensure all deliveries are made on a business day, during business hours (Monday through Friday, except City Council designated holidays, from 8:00 am, to 5:00 pm).
d. Provide, at no additional charge, any equipment, labor, packaging, crating or padding necessary to load, tie down and unload the item(s) to be delivered, so that they may be transported in a normal, safe manner without damage.
e. Be liable for all risks for the item(s) until accepted by the City. The Supplier is responsible for any freight charges incurred in delivering the item(s) to the "FOB Point." A representative of the City will sign the Supplier's delivery ticket to acknowledge receipt of the item(s) by the City. Unless the Supplier receives such signature, the City shall not be responsible for the receipt of the item(s). The City retains the right to inspect the delivered item(s) prior to acceptance, and shall not accept item(s) that do not conform to the requirements of this Contract.

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

3. Subcontracts. Supplier shall give notice reasonably in advance of placing any subcontract; preferably the Supplier shall identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a Sub-Supplier to furnish supplies or services for performance of the prime Supplier or a Sub-Supplier. 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-Supplier, (iv) proposed subcontract price.

Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination

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

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

4. Taxes. The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The 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.

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

6. Withholding Payment. In the event the City determines that the Supplier has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Supplier the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling 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 Contract. 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 Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the 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.

7. Final Payment: Waiver Of Claim the Supplier's acceptance of final payment (excluding withheld retainage) 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.

8. 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 Public Entity.

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 Public Entity'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 and its officers, elected officials, employees, agents, and volunteers 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 Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity 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 Public Entity 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 Public Entity.

H. Notice of Cancellation

The Supplier shall provide the Public Entity 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 Public Entity 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Supplier from the Public Entity.

J. Public Entity Full Availability of Supplier Limits
If the Supplier maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the 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 Public Entity evidences limits of liability lower than those maintained by the Supplier.

9. Inspection.
A. **Of the Work**
All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the 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 Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

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

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

11. Discrimination Prohibited. During the performance of this Agreement, 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 this Agreement. Supplier agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

12. Supplier is an Independent Supplier. The parties intend that an independent Supplier relationship will be created by this Agreement. 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 Agreement.

13. The City's Right to Terminate Agreement.
A. **Termination for Default**
If the Supplier 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 Supplier 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 Supplier shall not be entitled to receive any further payments under the Agreement until the Scope of Services under this Agreement has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the 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 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 Supplier shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

14. Changes/Additional Work. The City may engage Supplier to perform services in addition to those listed in this Agreement, 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 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 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 Agreement is approved in writing by both parties.

15. 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.

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 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 Supplier, 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.

17. Disputes
A. **General**
Differences between the Supplier 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 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 Agreement, 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 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.

18. 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 Supplier shall have no recourse against the City.

19. 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.

20. Compliance with Laws. The Supplier 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.

21. 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.

22. Supplier’s Compliance with Warranty Provisions. If, within one year after the date of completion of the work or designated portion thereof, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Supplier shall correct it promptly after receipt of written notice from Owner to do so, without cost to the Owner. Owner shall give such notice promptly after discovery of the condition. Supplier’s duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.

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

24. WASHINGTON STATE PREVAILING WAGES

Washington State Prevailing Wages apply to all Work within the State of Washington. The Supplier and any of its SubSuppliers are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. If work is conducted by the Supplier in the State of Washington, the applicable provisions are as follows:

Before any payment is made by the City of Anacortes of any sums under this contract, the Supplier and each subSupplier must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I). Following contract completion, the Supplier and each subSupplier must provide the City with a copy of the statement of *Affidavit of Wages Paid* approved by L&I.

The Department of Labor and Industries provides the wage forms. Payment by the Supplier or subSupplier of any fees are incidental to the project and all costs shall be included in other pay items of the project. For contracts in excess of $10,000, the Supplier must post in a conspicuous place at the job site, a copy of the statement of *Intent to Pay Prevailing Wages* approved by L&I and the address and phone number of the Industrial Statistician where complaints or inquires may be made. The City will refer any dispute regarding the prevailing rate of wage to L&I for arbitration.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

City Council Contract Agenda Bill

Meeting Date: 8/6/2018 **Agenda Item**: 5h

Subject: Contract Modification – 2018 Asphalt Overlay Project 18-001-TRN-003

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by:	Action Type: Contract Modification
Darcy Swetnam, City Attorney	

Summary Statement: City staff seeks Council consent to issue a contract modification to Lakeside Industries, Inc. in the amount of $21,573.40, increasing the total contract price to $679,490.60, to account for the increased cost of asphalt binder oil, and increased scope of work directed by the City on the 2018 Asphalt Overlay Project. Due to the laws of supply and demand the costs of asphalt binder oil has increased approximately 35%, based upon the WSDOT Asphalt Binder Reference Cost Index, since this project was bid. In addition, the City is directing the Contractor to provide and deliver approximately 500 cubic yards of asphalt grinding material from the project to the Sunset Beach upper parking lot.

Background:

1. Reason for Contract Change: Asphalt binder oil is a major cost component in the price of asphalt and its price is linked to worldwide oil markets. Asphalt binder oil needs to be purchase by the asphalt plant operator on a weekly basis due to holding tank limitations and the perishable nature of the product. Asphalt binder is not a material that can be purchased in bulk and stockpiled to control costs once a project is bid like other materials can. Recognizing the potential volatility of the asphalt binder market, WSDOT has created an Asphalt Cost Price Adjustment specification for inclusion in all paving projects. In the most recent three or four years, the Asphalt Cost Price Adjustment has not come into effect on any City projects as the cost of asphalt binder has been relatively stable across the summer paving months.

   This year due to current market volatility and the laws of supply and demand, the costs of asphalt binder oil has increased approximately 35%, based upon the WSDOT Asphalt Binder Reference Cost Index, since this project was bid. The WSDOT Asphalt Binder Reference Cost Index can be found online at: http://www.wsdot.wa.gov/Business/Construction/AsphaltBinderReferenceCost.htm. This increase in binder oil price is reportedly due to multiple factors including robust construction activity in the region and the maintenance shutdown of multiple refineries that produce asphalt binder.

   The Asphalt Cost Price Adjustment specification allows for modification of the cost of asphalt in a project based upon variation of the reference cost of asphalt binder greater than 5% between the bid date of the contract and the date of payment. This price modification is weighted to account for a calculated percentage of the cost of asphalt binder as related to the total cost of asphalt in place. The Asphalt Cost Price Adjustment only accounts for the variation in the cost of the asphalt binder oil and does not allow for additional contractor markup. The contractor for this project has requested that we include the WSDOT Asphalt Cost Price Adjustment language and pay item in the contract and the Engineering Department recommends granting this request as the price of asphalt binder oil is outside the control of either the Contractor or the City.

   The second item included in this change order is providing and delivery of approximately 500 cubic yards of asphalt grinding material, from the project, to the upper parking lot off of Puget Way, above the playground at Sunset Beach in Washington Park. This asphalt grinding material will be spread, graded and compacted by a different contractor, under a different contract. This asphalt grinding material will be used to provide a better graveled surface within the existing gravel surface area of the parking lot, filling potholes and providing more positive grade to the existing drainage system to prevent further potholing. The cost of the grinding material is primarily for the additional cost of trucking the material to the parking lot from M Avenue. The grindings have value to the contractor for reuse of recycled asphalt in new pavement as mandated by WSDOT. The contractor is charging the City about $5 per cubic yard for the grinding material. This material would normally cost around $20 per cubic yard to buy from a pit. This change to the contract is being proposed as a result of a request by the Parks Department to the Engineering Department for technical assistance for solutions to the constant pothole and rough surface problem in the subject parking lot.

2. History: The 2018 Asphalt Overlay Project is a pavement maintenance paving project along M Avenue from 27th Court north to 8th Street. This portion of M Avenue was selected for overlay based on the City Pavement Management Plan. The Pavement Condition Index (PCI) ratings along this corridor range from 74 to 43. Water and sewer improvements have been made along this corridor over the last year to prepare for this overlay project. A storm drainage and pedestrian improvements project is currently under construction along this corridor and will be completed prior to beginning this paving project. The project will include planing existing asphalt, pavement repair of damaged pavement sections, placing pavement fabric to reinforced portions of the roadway and asphalt overlay of existing pavement. Sections of the existing roadway will be milled to correct the pronounced roadway crown resulting from past overlay projects. Following paving manholes, water valves and monuments will be adjusted to match the new roadway finished grade. Finally the new paint striping will be installed including crosswalks, stop bars, centerline, bicycle and motor vehicle lane edge striping. Striping operations will include all of the new paved area and extend south to 32nd Street in order to tie the new striping to an adjacent arterial street
3. Key Terms: increase of $21,573.40, no addition to the term of agreement
4. Competitive Bidding: On March 28, 2018 the City solicited bids for the subject project and on April 10, 2018 a bid opening was conducted and 1 bid was received. The Engineer's estimate for the project was $584,000.00.

Previous Council/Committee Action: The original contract was awarded at the 4/16/18 Council meeting.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with Lakeside Industries, Inc., under Contract 18-001-TRN-003, in the amount of $21,573.40, increasing the total contract price to $679,490.60.

Alternative Actions: N/A

Attachments: Contract 18-001-TRN-003 Modification 01

Consultant	Lakeside Industries, Inc.
Original Agreement Amount	$657,917.20
Current Agreement Amount	$657,917.20
Change Per this Modification	$21,573.40
Total After Modification	$679,490.60
All Mods % of Total Contract Amount	3.27%
Earmarked Funds	$1,100,000
BARS #	104.720.542.30.41
Paid on Contract as of 8/1/18	$0
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	35 working days

Contract Number 18-001-TRN-003
MODIFICATION 01

Date **August 7, 2018**

Contract No.	**18-001-TRN-003**
Project Title	**2018 Asphalt Overlay Project**
Prime Contractor	**Lakeside Industries, Inc.**

BACKGROUND

In accordance with Provisions 1-04.4 Changes, and 5-04.05 Asphalt Cost Price Adjustment as cited in Standard Specifications for Road, Bridge, and Municipal Construction 2018, this modification provides an equitable price adjustment in consideration of changes in Work as described below under Article I. Due to the laws of supply and demand the costs of asphalt binder oil has increased approximately 30%, based upon the WSDOT Asphalt Binder Reference Cost Index, since this project was bid. In addition, the City is directing the Contractor to provide and deliver approximately 500 cubic yards of asphalt grinding material from the project to the Sunset Beach upper parking lot. Accordingly, the contract price is increased from $657,917.20 by $21,573.40 to $679,490.60.

Accordingly, the following changes are incorporated under this contract:

ARTICLE I. WORK, insert the following as *second paragraph* under Article 1:

> "The work as described above is hereby amended per Modification 01. The Contractor will provide and deliver approximately 500 cubic yards of asphalt grinding material, from the project, to the upper parking lot off of Puget Way, above the playground at Sunset Beach in Washington Park."

ARTICLE IV. CONTRACT PRICE, the last sentence is hereby deleted and replaced with the following:

> "The total contract price is **Six Hundred Seventy-Nine Thousand Four Hundred Ninety Dollars and Sixty Cents ($679,490.60).** Per Modification 01, the Contractor's bid schedule is modified to include line items 25 and 26 as detailed in Exhibit A-1, which is incorporated by reference and attached hereto."

SPECIAL PROVISIONS, Section 5-04.5 is supplemented with the following:

(January 2, 2018)
Asphalt Cost Price Adjustment

The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The adjustment will be applied to partial payments made according to Section 1-09.9 for the following bid items when they are included in the proposal:

"HMA Cl. ___ PG ___"
"HMA for Approach Cl. ___ PG ___"
"HMA for Preleveling Cl. ___ PG ___"
"HMA for Pavement Repair Cl. ___ PG ___"
"Commercial HMA"

The adjustment is not a guarantee of full compensation for changes in the cost of asphalt binder. The Contracting Agency does not guarantee that asphalt binder will be available at the reference cost.

The Contracting Agency will establish the asphalt binder reference cost twice each month and post the information on the Agency website at:

http://www.wsdot.wa.gov/Business/Construction/EscalationClauses.htm

The reference cost will be determined using posted prices furnished by Poten & Partners, Inc. If the selected price source ceases to be available for any reason, then the Contracting Agency will select a substitute price source to establish the reference cost.

The base cost established for this contract is the reference cost posted on the Agency website with an effective date immediately preceding the bid opening date.

Adjustments will be based on the most current reference cost for Western Washington or Eastern Washington as posted on the Agency website, depending on where the work is performed. For work completed after all authorized working days are used, the adjustment will be based on the posted reference cost during which contract time was exhausted. The adjustment will be calculated as follows:

No adjustment will be made if the reference cost is within 5% of the base cost.

If the reference cost is greater than or equal to 105% of the base cost, then
Adjustment = (Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).

If the reference cost is less than or equal to 95% of the base cost, then
Adjustment = (Current Reference Cost – (0.95 x Base Cost)) x (Q x 0.056).

Where Q = total tons of all classes of HMA paid in the current month's progress payment.

"Asphalt Cost Price Adjustment", by calculation.

"Asphalt Cost Price Adjustment" will be calculated and paid for as described in this section. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

******

"Asphalt Grindings for Washington Park", per lump sum.

The lump sum contract price for "Asphalt Grindings for Washington Park" will be full payment for all costs to provide, deliver and dump 500 cubic yards of asphalt grinding material from the project site to the Upper Sunset Beach parking lot at Washington Park off of Puget Way.

All other terms of the contract remain unchanged.

CITY OF ANACORTES

By ________________________________
Laurie Gere, Mayor

Date______________________________

LAKESIDE INDUSTRIES, INC.

By __________________________________
Signature

____
Printed Name and Title

Date_________________________________

Original Agreement Amount	$657,917.20	Original Contract Completion Date	35 working days
Current Agreement Amount	$657,917.20	Current Contract Completion Date	35 working days
Change Per this Modification	$ 21,573.40	Net Change	0
Total After Modification	$679,490.60	Contract Completion Date After Change	35 working days

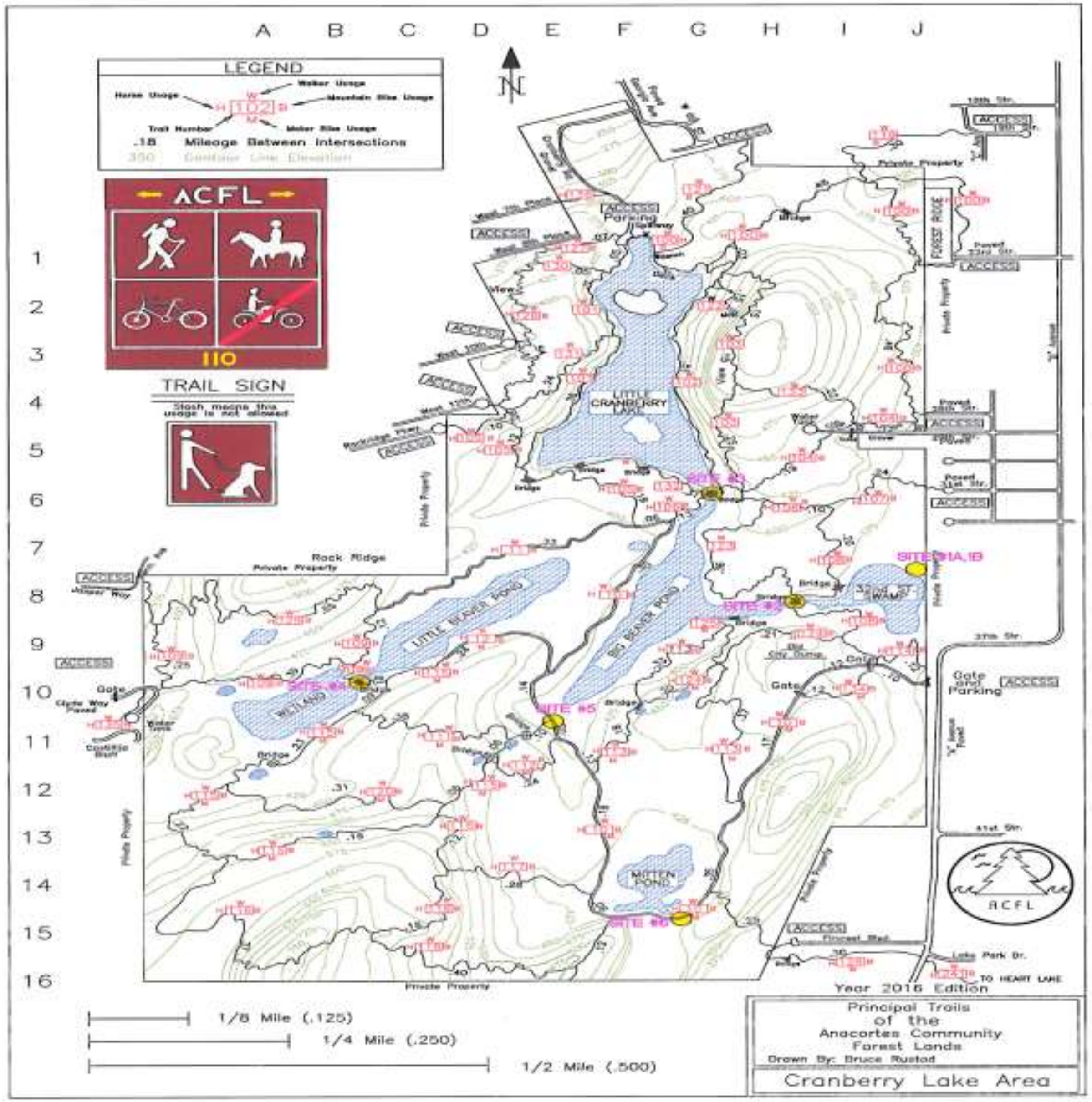
CITY OF ANACORTES 2018 ASPHALT OVERLAY PROJECT (PW18-001-TRN-003)
EXHIBIT A-1

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
25	EST. CALC.	**ASPHALT COST PRICE ADJUSTMENT** 5-04.5SP	**At $17,823.40** Per Calculation	**$17,823.40**
26	1 LS	**ASPHALT GRINDINGS FOR WASHINGTON PARK** 5-04.5SP	**At** **$3750.00** Per Lump Sum	**$ 3,750.00**
			Total Change Proposal	**$ 21,573.40**

LITTLE CRANBERRY AREA BEAVER HABITAT

Little Cranberry Beaver Habitat

- - Staff is working on a Hydraulic Project Approval for maintenance of bridges and drainage intakes/outfalls in the Anacortes Community Forest Lands.
- - Enhance the wildlife habitat in the ACFL.
- - Maintain or improve ACFL infrastructures.
- - Work to protect private property of ACFL neighbors.
- - Reduce human/wildlife "conflict" by taking proactive steps.
- - Keep the public informed of our work.


LEGEND
Walker Usage
Horse Usage
Mountain Bike Usage
Trail Number
Motor Bike Usage
.18 Mileage Between Intersections
350 Contour Line Elevation
ACFL
110
TRAIL SIGN
Slash means this usage is not allowed
LITTLE CRANBERRY LAKE
LITTLE BEAVER POND
BIG BEAVER POND
WETLAND
MITTEN POND
ACCESS
Parking
Rock Ridge
Private Property
Gate and Parking
Year 2016 Edition
Principal Trails of the Anacortes Community Forest Lands
Drawn By: Bruce Rustad
Cranberry Lake Area
1/8 Mile (.125)
1/4 Mile (.250)
1/2 Mile (.500)
TO HEART LAKE
Lake Park Dr.
ACFL

Site 1 A: beaver deceiver @ 32nd Street Swamp.

Site 1A: Potential replanting zone to enhance and enlarge habitat at 32nd Street Swamp.

Preferred style of beaver "deceiver" located at Site 6 near Trail #10 and Mitten Pond.

Potential Work Zone at Site 6: Mitten Pond and Trail #10.

Site 3: Trail 106. Logs and sticks put under ACFL bridges by the beavers.

City Council Agenda Bill

Meeting Date: 8/6/2018

Subject: Update on ACFL permits for drainage and maintenance projects.

Staff Contact: Jonn Lunsford

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Gary Robinson, Parks Director

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

Summary Statement: Staff will provide an update to City Council on the permitting required for maintenance work on bridges and drainage facilities in beaver habitat in the Community Forest Lands.

Background: This has been a topic of discussion at Forest Advisory Board meetings in February, April, May and June as well as a recent Council Parks Sub-committee meeting. We value the fact that our beaver population is expanding and we work hard to stay in contact with ACFL neighbors regarding drainage and flooding near beaver habitat. We have been discussing this work with Washington Department of Fish and Wildlife (WDFW) for 2 years and more recently with the Department of Ecology. Recently they have recommended that we get a permit to cover the types of maintenance work we have been doing and drainage improvements and repairs we are planning.

Budget Impact	
Amount Budgeted	0
Budget Account (BARS)	
Proposed Expenditure	$6500
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	ATSI
Amount	$6500
Start Date	August 1,2018
End Date	September 30, 2018

Previous Council/Committee Action: Staff is submitting information for Hydraulic Policy Approval (HPA) to the WDFW for work in the ACFL at Little Cranberry. There are two primary tasks we are hoping to achieve: 1) bridge maintenance work in ACFL streams in beaver habitat, and 2) repairing drainage systems from beaver ponds in the ACFL. On the attached scope of work, three of these sites are bridge maintenance, and three are drainage system repairs. We need to complete the SEPA process and to do this we need to provide a study of the beaver in the ACFL. Parks and Recreation staff have been working on this and wanted to provide an update to City Council and answer any questions.

Competing Viewpoints Considered: Conversations at the Forest Advisory Board meetings began in February and focused on management of water near beaver habitat. Those discussions led to our current proposal and scope of work in the Little Cranberry Area.

Attachments (listed in order presented): Scope of Work and site map.

Aqua-Terr Systems, Inc. (ATSI)
21993 Grip Road • Sedro-Woolley, WA 98284
Office: (360) 856-2139
atsi@fidalgo.net • www.AquaTerrSystemsInc.com
Federal ID #91-1552292 • UBI #601-372-202 • DUNS #807800565 • SAM Cage Code #0GH55

ATSI PROJECT PROPOSAL CONTRACT

Anacortes-Little Cranberry Lake
#1324

ATSI has prepared this proposal for the **client**:

Anacortes Parks & Recreation
Attention: Jonn Lunsford
Phone: (360) 299-1953
jonnl@cityofanacortes.org

Accounts Payable
PO Box 547
Anacortes, WA 98221
accountspayable@cityofanacortes.org

This proposal is for the services, time, and costs to perform work associated with preparation of a Critical Areas Report and Beaver Dam Management Plan as described in our scope below.

1. Existing Data Acquisition
2. Background Research-Literature Review
3. Consult
4. Field Work Preparation
5. Field Work
6. Document Preparation

Project Locations:

- Areas 1 through 7 on Little Cranberry Lake, City of Anacortes, WA

Area 1 is at the outflow of the 32nd Street Swamp in the ACFL.
Area 2 is on Trail 108 in the ACFL near the southern intersection with Trail #123.
Area 3 is in the ACFL on Trail 106.
Area 4 is in the ACFL on Trail 110.
Area 5 is at 32nd Street.
Area 6 is at Mitten Pond in the south Cranberry area.
Area 7 is at Trail 115 where it meets Trail 10.

Proposed Project:
"The Little Cranberry Lake Area has a series of beaver dams that the City of Anacortes manages to protect private property and public recreation infrastructure. This project will focus on four major areas as outlined above.

Area 1 is at the eastern end of the 32nd Street Swamp. There is an outflow pipe known as a beaver deceiver that is used to keep the swamp at a certain level so as not to flood the yards, sheds or homes of adjacent neighbors. To keep the beaver outflow working City staff need to clear it of grass, mud and sticks stuffed inside the pipe by the beavers. This can be done by hand to a small degree, but may require in water work by a backhoe or excavator monthly during the rainy season. Material removed from the outflow is typically left on site.

Areas 2, 3 and 4 on the map show the areas where City staff will notch or remove small dams that the beavers occasionally build under ACFL bridges. This work will be done by hand. These bridges are not the main dams in the wetlands systems and are only adjusted because they threaten to flood trails or bridges. When possible, trails and bridges are raised and access rerouted to allow the beavers to expand their habitat."

Area 5 "…is at 32nd Street, we have been encouraged by WDFW and Dept of Ecology to consider removing our old beaver deceiver and replacing it with one that is easier to clean and would not require the backhoe."

Area 6 "…is at Mitten Pond in the south Cranberry area our outfall and beaver deceiver there is starting to corrode and may need to be replaced this summer."

Area 7 "…is at trail #115 where it meets trail #10 and has a seasonal creek that flows under the road. There is no culvert here (that we know of) and so the water runs under the road, or during storms, over the road."

PROPOSAL CONTENTS

- Scope
- Company Description
- Methods
- Timeline/Costs

- Work Not Included in Proposal
- Regulations
- Business

Scope:
ATSI has prepared the following fee estimate for the client indicated above.

Thank you for the opportunity to provide you with a proposal to perform a Critical Areas Report and Beaver Dam Management Plan for the proposed project.

Our scope will be to:

1. Existing Data Acquisition (Base survey/map supplied to ATSI, ACAD 2017 LT compatible)

2. Background Research-Literature Review
3. Consult with WDFW
4. Field Work Preparation
5. Field Work (Reconnaissance, Data Collection, Wetland & Stream Confirmation, Habitat)
    - We visit each area & collect data on the soils, vegetation, & hydrology to document onsite uplands & wetlands
    - Wetlands & Streams will be confirmed
    - Habitat will be documented
    - Observations of the surrounding area will be made
6. Document Preparation (Report, including data forms and figures, wetlands will not be rated, & Plan which we will work on with you to develop accordingly)

Below are a description of our company and an estimate of the tasks, time, and costs to complete this work.

Company Description:
ATSI is a Pacific Northwest based, environmental consulting and management firm providing biological services since 1988. ATSI has assisted over 1,500 clients' involving approximately 40,000 acres of site assessments through the local, state, and federal permitting and biological consultation processes. With large and small scale commercial and residential projects, we assess biological critical areas on tracts greater than 1,000 acres and parcels less than 1 acre in size.

Although our service area is generally in Whatcom, Skagit, and Island counties, ATSI has clients in the greater Washington area, Alaska, and Canada. We consult with the cities of Anacortes, Bellingham, Ferndale, Blaine, Lynden, Sedro-Woolley, and Mt. Vernon. Non-governmental agencies include the Upper Skagit, Nooksack, and Lummi Indian Tribes. ATSI has contracted for biological critical areas consulting with the City of Anacortes Planning and Community Development, Public Works, and Parks Departments; Port of Anacortes; and City of Bellingham Parks Department.

Additional company information available on our website: www.AquaTerrSystemsInc.com
Statement of Qualifications available upon request.

Staff

ATSI staff includes Jim Wiggins, Karla Gallina, Sigrid Williams and Nathan Goldschmidt whose qualifications are as follows (resumes available upon request). Both Mr. Wiggins and Mrs. Gallina are Professional Wetland Scientists (PWSs) certified by the Society of Wetland Scientists (SWS) Professional Certification Program (PCP) and have completed training from the Ecology on the 2004 Wetland Rating System for Western Washington. Mrs. Gallina is a Certified Ecological Restoration Practitioner (CERP) certified through Society of Ecological Restorations CERP Program. Ms. Williams and Mr. Goldschmidt are Wetland Professional's in Training (WPIT) certified by the SWS PCP. Mrs. Gallina and Ms. Williams are qualified to rate wetlands per the Washington State Wetland Rating System for Western Washington: 2014 Update and are Washington State Department of Transportation Biological Assessment Authors (Senior and Junior respectively). All four have completed Ecology training for Determining the Ordinary High Water Mark (OHWM). We complete relevant workshops and courses to maintain their PWS/WPIT statuses and to have a current understanding of the best available science.

Jim Wiggins, MS, PWS, emeritus senior biologist/president of ATSI performs or supervises all fieldwork and report preparation. Mr. Wiggins has a Master of Science (MS) degree in ecology from Western Washington University (WWU) and has been a biologist with ATSI since 1988. Karla Gallina, BS, PWS, CERP senior biologist/vice president of ATSI is an ACAD specialist, technical writer and editor, and project manager. Mrs. Gallina has a Bachelor of Science (BS) degree in natural resources/environmental science from Paul Smith's College in New York State and has been a biologist with ATSI since 2008. Sigrid Williams, BS, WPIT, associate biologist with ATSI is a field and ACAD technician and technical writer. Ms. Williams has a BS in environmental science/geography from WWU and has been a biologist with ATSI since May 2015. Nathan Goldschmidt, BS, WPIT, associate biologist with ATSI is a field and ACAD technician and technical writer. Mr. Goldschmidt has a BS in biology from WWU and has been a biologist with ATSI since November 2016.

Methods:

The methods for all work include a field reconnaissance by walking the subject parcel and taking data plots to perform the triple parameter wetland analysis method to identify: (1) plant communities (2) soils (36 inch auger, 16 inch spade); and (3) hydrology. Although not all projects involve wetlands, the following methodology is appropriate to adequately describe the biotic and abiotic conditions of a project site. When wetlands are observed, they are identified utilizing the methods set forth in the Corps, *Wetland Delineation Manual* (Environmental Laboratory 1987) and *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0)* (Corps 2010). Wetlands are delineated by placing flagging on the wetland/upland boundary.

A report is the outcome of this procedure and describes the results of the field analyses, classifies/categorizes the biological critical areas, and includes a qualitative description of biota and habitats. A literature review is included and relevant agencies are contacted as applicable. The report is generally sufficient to be included in all (local, state, and federal) biological critical area permit applications.

All other biological investigative work, including floral and faunal habitat assessments and determining the OHWM, use methods similar to those described above.

Timeline/Costs:
The timeline and costs are for the work described within the context of this proposal. This includes those items discussed above. Additional meetings with client, client's representatives, and regulatory agencies may be required and if not itemized or estimated in this proposal are therefore not included in the estimates set forth below.

ATSI charges at the following hourly rates $175.00 for Jim Wiggins, $150.00 for Karla Gallina, $100.00 for Sigrid Williams, and $75.00 for Nathan Goldschmidt. The terms of payment are as follows: net due upon receipt of invoice unless mutually acceptable agreement established prior to start of work. Interest at the rate of 1.5 percent per month (18 percent per annum), or by law will be charged on the balance due for labor, materials, and equipment furnished by ATSI not paid within thirty (30) days of invoice date.

Hourly rates are all-inclusive of direct salary, overhead, and fees, and are the lowest rates we charge to our clients. All costs, including reimbursables, are reflected. Services will be provided on a time and expense basis and will not exceed the Total Project Fees without prior written authorization of the client. Reimbursables will be invoiced without markup.

Task	Time-Mileage-Item/Person	Cost
Flat Fee		200.00
Existing Data Acquisition (KG)	0.50	75.00
Background Research-Literature Review (KG)	1.00	150.00
Consult (KG)	1.00	150.00
Field Work Preparation (NG)	1.00	75.00
Reconnaissance, Data Plots, Wetlands, OHWM, Habitat (KG, NG)	8.00	1,800.00
Data Forms (NG)	2.00	150.00
Figures* (NG)	8.00	600.00
Report Text (NG)	20.00	1,500.00
Beaver Dam Management Plan (NG)	10.00	750.00
Editing/Drafts/Final (KG)	5.00	750.00
Travel Time (KG, NG)	2.00	450.00
Mileage @ Standard Rate $0.54	TBD	TBD
	Total Proposal Estimate	**$6,450.00**
	Retainer Due to Initiate Contract	**$ -**
* = Base survey/map supplied to ATSI, ACAD 2017 LT compatible TBD = To Be Determined		

Work Not Included in Proposal:

Wetland Delineation or Stream OHWM Determination

While ATSI will confirm the approximate locations of wetlands and streams, we will not flag their locations and thus delineate nor determine their boundaries. If it is determined the before-mentioned are necessary, ATSI will provide a revised proposal.

Wetland Ratings

ATSI did not include an estimate to rate the wetlands that may be located within or adjacent to the project areas. If it is determined wetland ratings are necessary, ATSI will provide a revised proposal.

Surveying

ATSI does not perform survey work and therefore you will need to hire a PLS of your choice to conduct the survey of our wetland delineation and/or OHWM determination flagging.

Mitigation Plan

This proposal does not include a mitigation plan for specific project related impacts. A mitigation plan may be necessary per the results of this contract. If necessary, a revised proposal will be prepared.

Permit Application

The client shall be solely responsible for completing all necessary forms for permitting. Upon request, ATSI may assist the client in this process. Assistance in completing necessary permit forms; however, is not included in cost estimates herein. Permits may be necessary per the results of this contract. If necessary, a revised proposal will be prepared.

Regulations:

At this time, the Corps requires notification of all disturbances to all wetland, streams, and other waters and it is incumbent upon the client to disclose such disturbances. Ecology and the United States Environmental Protection Agency (USEPA) require a 401 Water Quality Certification permit for disturbance to regulated waters depending upon project type and water type. Ecology and Corps require certification that no listed nor known endangered, threatened, or sensitive plant or animal species, or National Historic Places are present within the project site. Compensatory mitigation may be required for disturbance to regulated waters. Corps will require a Nationwide Permit for wetland impacts to non-isolated Waters of the United States.

The City of Anacortes has an ordinance that protects biological critical areas and their buffers. Compensatory mitigation may be required for critical area disturbances. Specific regulations pertaining to the proposed project will be discussed in association with this contract.

Business:
Indemnification
ATSI uses the most current, established methods to make determinations as to the location, size, and types of wetlands, streams, or other critical habitats on this parcel. All of the statements to be expressed by our company are based on ATSI's professional judgment and although ATSI follows applicable federal, state, and local criteria, ATSI does not guarantee the Corps, Ecology, or the local jurisdiction determination will correspond to ATSI's determination. Please note that regulations pertaining to critical areas are subject to change over time.

ATSI does not make any representations as to the applicability of any federal, state, or local regulation to the client's property. ATSI recommends that the client consult an attorney with regard to the legal interpretation of any statutes and regulations that may pertain to your project.

Client covenants and agrees to fully defend, protect, indemnify and hold harmless ATSI, including its officers, employees, and agents from and against all claims, demands, suits at law or equity including costs, expenses and attorney's fees incurred in defense of any such claims, demands, or suits arising out of or in any way related to the negligent acts or omissions of client, its employees, officers, and agents; and in like fashion, ATSI covenants and agrees to fully defend, protect, indemnify and hold harmless Client, its officers, employees, and agents from and against all claims, demands, and suits at law or equity including costs, expenses, and attorney's fees incurred in defense of any such claims, demands, or suits arising out of or in any way related to the negligent acts or omissions of ATSI, its employees, officers, and agents. If claims, demands, or suits result from the concurrent negligence of client and ATSI, this indemnity provision with respect to such claims or suits based upon such concurrent negligence shall be valid and enforceable only to the extent of negligence of either client or ATSI or that of their respective agents, officers or employees.

Professional Ethics
ATSI endorses and practices standards of professional conduct which include the following:

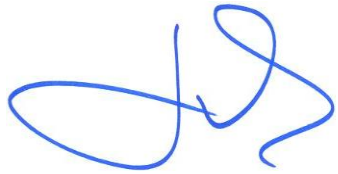
1. Recognize and inform clients about our primary responsibility to the public interest, resources, and the environment.
2. Perform services only in the areas of our competence and expertise.
3. Build professional recommendations on the best available scientific data and judgements.
4. Advise against any client action or decision that violates law or regulation.
5. Maintain confidentiality in the consultant-client relations, except where authroized by the client or due process of law.
6. Refuse an attempt to influence or regulate our professional judgment.
7. Strive to avoid even the suspicion of dishonest, fraud, deceit, misrepresentation, or unprofessional demeanor.

Expiration of Proposal

This proposal shall expire 30 days from its execution. ATSI can typically begin work within approximately twenty (20) working days of written acceptance and return of this entire proposal. Invoices (payment) will be billed on a monthly basis or upon completion of pertinent portions of the above referenced work and to be paid upon receipt. No retainer is required to execute this contract.

Signatures of ATSI Representatives

Karla Gallina, BS, PWS, CERP
Vice President/Senior Biologist & BA Author
KarlaG@AquaTerrSystemsInc.com
Cell: (360) 393-9921



Jim Wiggins, MS, PWS
President/Emeritus Senior Biologist
JimW@AquaTerrSystemsInc.com
Cell: (360) 303-4720

Aqua-Terr Systems, Inc. (ATSI)
21993 Grip Road
Sedro-Woolley, WA 98284
Office: (360) 856-2139
www.AquaTerrSystemsInc.com

Signature of Acceptance________________________________Date_____________

Print Name______________________________Telephone____________________

Billing Address____

Upon acceptance of this proposal, please return one signed original ***in its entirety*** to the ATSI address provided above.

SEPA Scope of Work – Little Cranberry Lake Beavers

Site 1A: 32nd Street and "A" Avenue. The City operates a beaver deceiver to keep the level of the 32nd Street Swamp from spilling onto private property and inundating yards and basements. This beaver deceiver was installed over 20 years ago. Because of its design, cleaning the intake when the beavers clog it with grass and debris often requires the use of a backhoe. We would like to get away from this design and use a different type of beaver deceiver that staff developed that can be cleaned manually. Once installed we can replant an area that used to be used for our heavy equipment with alder and willows to increase the habitat on site. Our proposal is to do this work in September before fall rains return and raise the level of the pond. Trees would be replanted in fall or winter following the work.

Site 1B: 32nd Street and "A" Avenue. After the water leaves the beaver deceiver it flows through a ditch and culvert before it enters the city's storm system. One of the culverts is undersized and routinely clogged by the beavers. If our budget allows, we would like to update this culvert with a little larger size and install a grate at the front to make it more difficult for the beavers to clog it. Our proposal is to do this work in September before fall rains return and raise the level of the water.

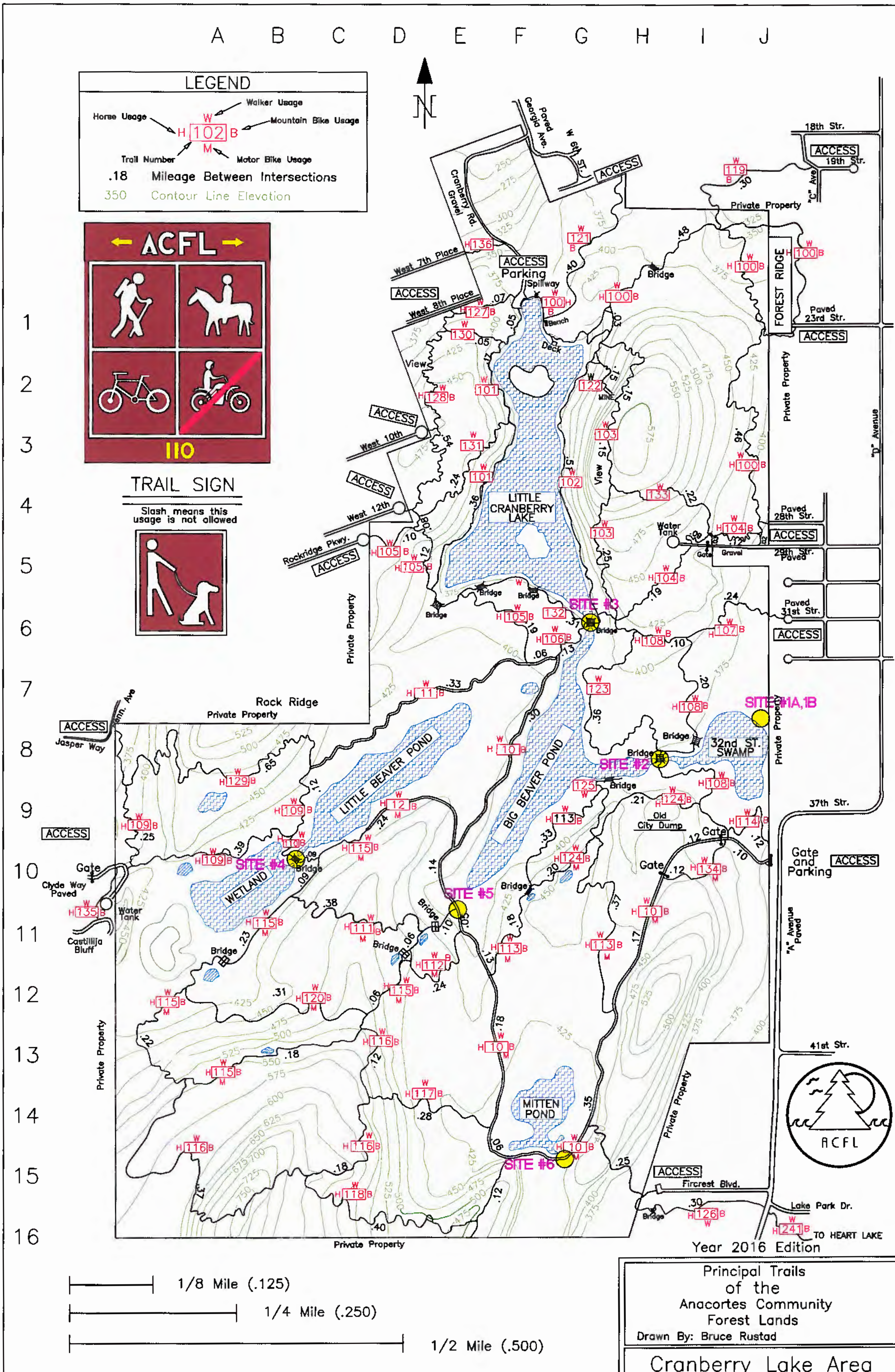
Site 2: Trail 108 Bridge. The beavers at this location have three or four dams. The primary dam is a large earthen structure and below it are several other earthen dams. Right by our bridge on trail 108 is a small dam that we would like notch by hand to keep the water overflowing our trail and undermining our bridge. Notching the dam would be done periodically to bring the water level down 6" to 8". We are considering improvements to the bridge to raise it and help alleviate this problem. This work could also be considered in this request although we have not set a date to do this work. It is likely we would do in in the next two years.

Site 3: Trail 106 Bridge. The beavers like to lodge sticks underneath our bridges at certain times of the year. In an area like this the beavers have a primary earthen dam, a secondary earthen dam, often times a third dam then our bridge where they like to put chewed sticks. We would like to remove the sticks, by hand, and preserve our dams.

Site 4: Trail 110 Bridge. The beavers like to lodge sticks underneath our bridges at certain times of the year. In an area like this the beavers have a primary earthen dam, a secondary earthen dam, often times a third dam then our bridge where they like to put chewed sticks. We would like to remove the sticks, by hand, and preserve our dams.

Site 5: Intersection of Trail 115 and 10. Trail 10 is an old logging road and is currently maintained to fit a four wheeled vehicle. Trail 115 is a single track trail. For a few months out of the year water comes down a seasonal stream along trail 115 and disappears under Trail 10. During extreme storm events the water washes away parts of Trail 10. There may be an old culvert underneath Trail 10 that was crushed or covered up. If budget allows, we would like to put a new culvert in at this location. If we do this work, it would be done in the fall before the stream is active. At the outfall of the culvert we would use large rocks to diffuse the flow and plant with appropriate native stock.

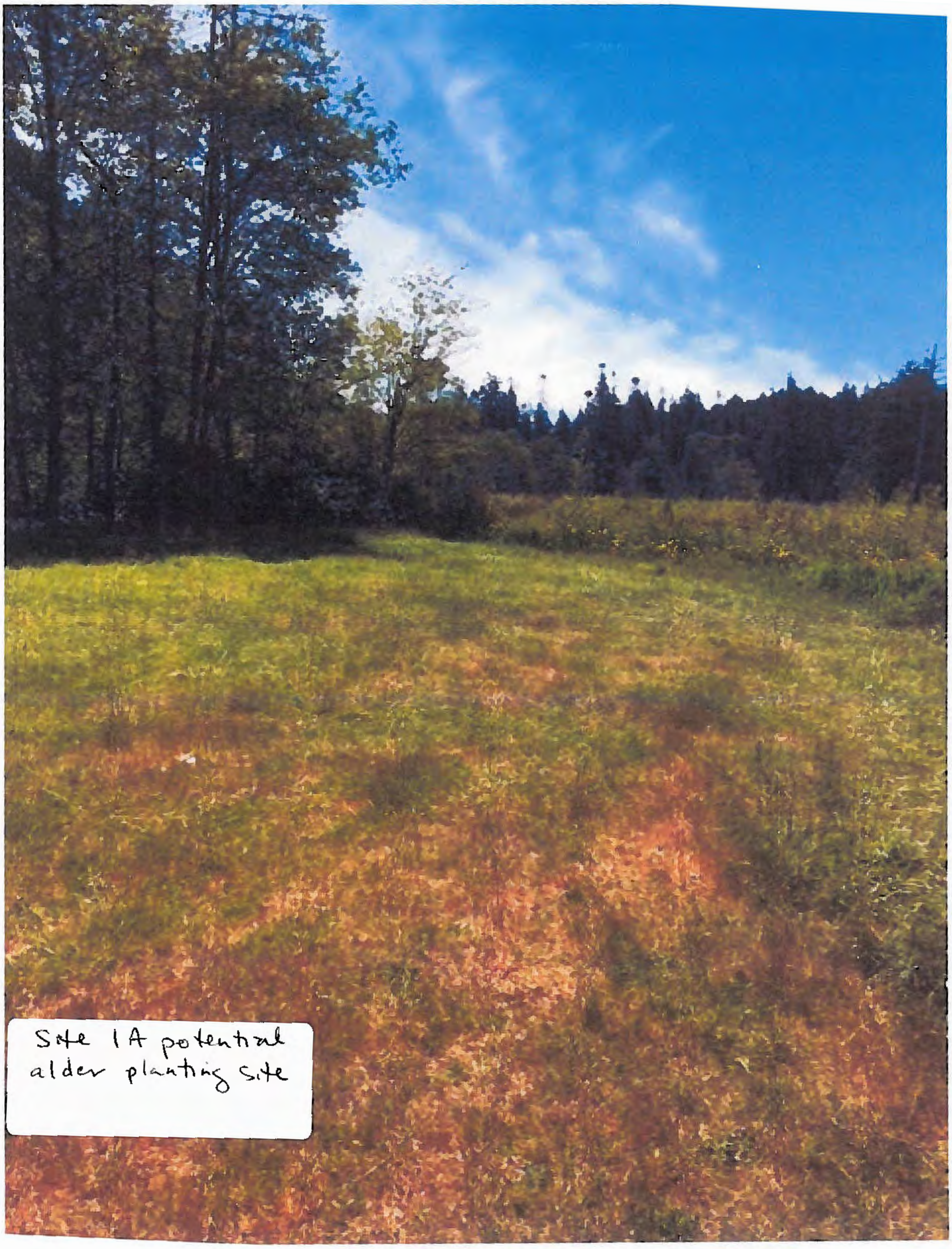
Site 6: Mitten Pond outflow. Mitten Pond is an active beaver pond. There is a beaver deceiver and culvert at the pond that is failing and needs to be replaced. It is the type of deceiver we have found most effective because the beavers can't clog it, and when they try to cover it, we clean it manually. The culvert attached to the deceiver goes underneath Trail 10 at this location. There are homes and private property downstream from the pond. This project would require removing and replacing the beaver deceiver, and possibly removing and replacing the culvert that goes underneath Trail 10. Our proposal is to do this work in September before fall rains return and raise the level of the pond.



LEGEND
Walker Usage
Horse Usage
Mountain Bike Usage
Trail Number
Motor Bike Usage
W
H 102 B
M
.18 Mileage Between Intersections
350 Contour Line Elevation
ACFL
110
TRAIL SIGN
Slash means this usage is not allowed
A B C D E F G H I J
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
LITTLE CRANBERRY LAKE
LITTLE BEAVER POND
BIG BEAVER POND
WETLAND
MITTEN POND
32nd ST. SWAMP
FOREST RIDGE
ACCESS
Parking
Spillway
Bench
Deck
View
MINE
Water Tank
Bridge
Gate
Old City Dump
Gate and Parking
Rock Ridge
Private Property
Cranberry Rd. Gravel
Georgia Ave. Paved
W 6th ST.
West 7th Place
West 8th Place
West 10th
West 12th
Rockridge Pkwy.
Jasper Way
Clyde Way Paved
Castillija Bluff
18th Str.
19th Str.
"C" Ave
Paved 23rd Str.
"D" Avenue
Paved 28th Str.
29th Str. Paved
Paved 31st Str.
37th Str.
41st Str.
"A" Avenue Paved
Fircrest Blvd.
Lake Park Dr.
TO HEART LAKE
SITE #1A,1B
SITE #2
SITE #3
SITE #4
SITE #5
SITE #6
ACFL
Year 2016 Edition
1/8 Mile (.125)
1/4 Mile (.250)
1/2 Mile (.500)
Principal Trails of the Anacortes Community Forest Lands
Drawn By: Bruce Rustad
Cranberry Lake Area


Site 1A
Beaver deceiver


Site 1A


Site 1A potential
alder planting site


Site 1B


Trail 108 Bridge
We would hand notch
dam here
Site #2


Site #2
Trail 108 view to Big Beaver Pond. we leave this area untouched

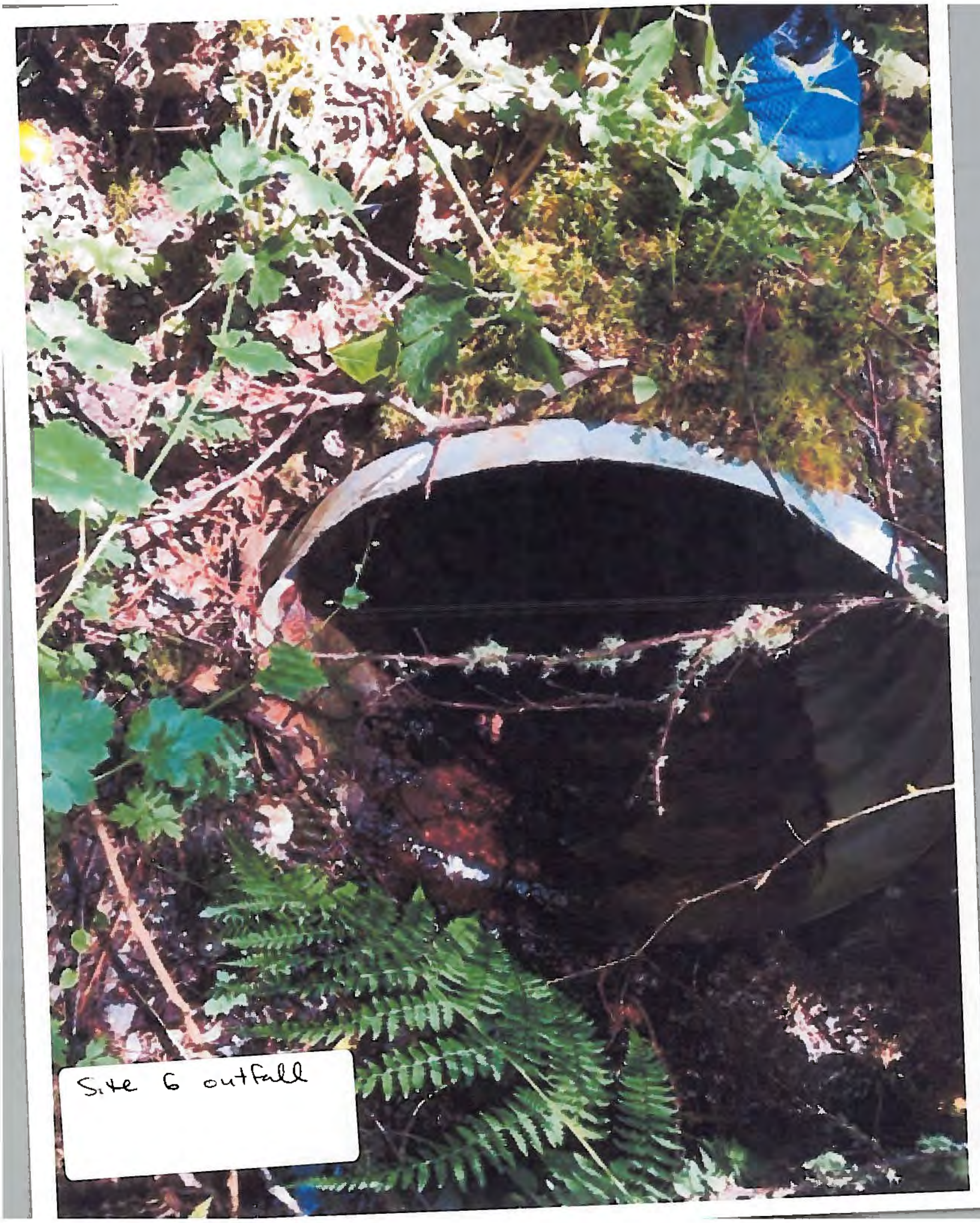

Site #3
Trail 106 view SE
to Big Beaver Pond.
we leave this area
untouched.

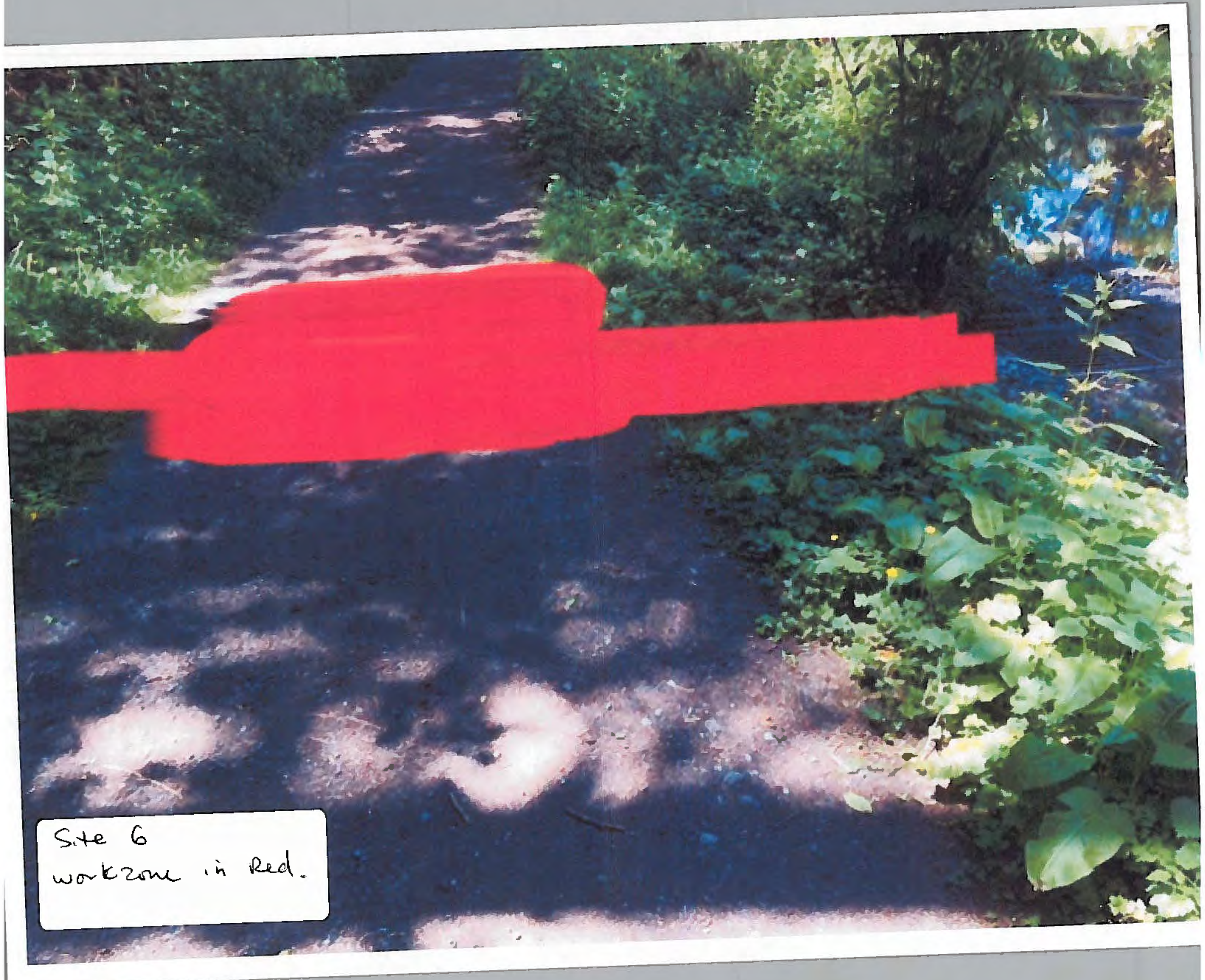

Site #3
Trail 106 bridge. We would like to remove sticks like ← these.


Site #4
Bridge @ trail 110 -
we would remove sticks
underneath.


Site # 4
Bridge at trail 110. we would leave this area untouched.


Site #6
beaver deceiver


Site 6 outfall


Site 6
workzone in Red.

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning August 13, 2018

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

August 13, 2018

•Contract Award: Chlorine Conversion Project - Chemical Metering and Transfer Pumps 18-036-WTR-
•Contract Award: Phase 3 Fiber Materials 14-056-IDS-009
•Contract Award CBD Fiber Materials 14-056-IDS-010
•Interlocal #232 with NoaNet Modification 03: Fiber Optics Project
•Contract Modification: March Point Rd Shoulder Widening - Construction Mngmnt 15-006-TRN-003

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August 20, 2018

•Contract Awards: Treatment Plant Chemicals 18-118-IDS
•Contract Award: Chlorine Conversion Project - Construction 18-036-WTR-004 (Action)

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August 27, 2018

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September 4, 2018

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September 10, 2018

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September 17, 2018

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September 24, 2018

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October 1, 2018

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Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Public Safety, Tuesday, Aug 7, 2018, 10:00 AM, Mayor's Office, City Hall
•Port/City Liaison - CANCELLED, Tuesday, Aug 7, 2018, 12:00 AM,
•Skagit County Law & Justice Council, Wednesday, Aug 8, 2018, 8:15 AM, Mount Vernon
•Finance, Wednesday, Aug 8, 2018, 5:00 PM, Main Conference Room, City Hall
•Planning, Monday, Aug 13, 2018, 5:00 PM, Main Conference Room, City Hall
•Parks & Recreation, Thursday, Aug 16, 2018, 6:00 PM, Main Conference Room, City Hall
•Public Works, Monday, Aug 20, 2018, 5:00 PM, Public Works Director's Office, City Hall
•Finance, Wednesday, Aug 22, 2018, 5:00 PM, Main Conference Room, City Hall
•Planning, Monday, Aug 27, 2018, 5:00 PM, Main Conference Room, City Hall

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