



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

November 6, 2017
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Library Board Appointments: Katherine Hamer and Alethea Fleming
 - b. Planning Committee
 - c. Finance Committee
 - d. Public Works Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of October 23, 2017
 - b. Approval of Claims in the Amount of: \$419,892.75
 - c. Street Fair Application: Lions Club Christmas Parade
 - d. Interlocal Agreement 255: City of Port Townsend Cooperative Purchasing Agreement
 - e. Interlocal Agreement 254: Automatic Aid with Skagit Fire District 17
 - f. Contract Modification: Blue Heron Circle Reservoir Project 16-039-WTR-004
6. **Public Hearings**
7. **Other Business**
 - a. * 2017/2018 Budget Mid-biennial Review and Modification (Discussion)
 - b. * Public Meeting: Ordinance 3013 and Resolution 1996: Establishing a Unified Fee Schedule for Utility Fees and Charges [Revising Water Rates] (Discussion/Possible Action)
 - c. * Agriculture Irrigation Rates (Discussion)
 - d. Resolution 1997: Emergency Declaration and Contract for 41st Street and Fir Crest Sanitary Sewer Repair/Replacement (Action)
8. **Adjournment**

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

The City of Anacortes encourages people with disabilities to participate in public meetings.
For assistance with special needs, please contact Cherri Kahns at 360-299-1950 at least 48 hours prior to this meeting.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning November 13, 2017

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, vouchers and consent agenda items is 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.

November 13, 2017

- Public Hearing: Ordinance ____: 2017/2018 Budget Mid-biennial Review and Modification (Discussion)
- Affordable Housing Strategic Plan (Discussion/Possible Action)

November 20, 2017

- Ordinance ____: 2017/2018 Budget Mid-biennial Review and Modification (Discussion/Possible Action)
- Resolution ____: Setting the City's Year 2018 Property Tax Regular Levy Increase (Action)
- Ordinance 3011: 2018 Update to Transportation Impact Fee

November 27, 2017

- City Fiber Broadband Survey Analysis Presentation

December 4, 2017

December 11, 2017

December 18, 2017

December 26, 2017

January 2, 2018

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Nov 6, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Finance, Wednesday, Nov 8, 2017, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Nov 13, 2017, 5:00 PM, Main Conference Room, City Hall
- Parks & Recreation, Thursday, Nov 16, 2017, 6:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Nov 20, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Finance, Wednesday, Nov 22, 2017, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Nov 27, 2017, 5:00 PM, Main Conference Room, City Hall

**City of Anacortes
Mayor's Office**

Memo

To: Anacortes City Council
From: Laurie Gere, Mayor
Date: 11/1/2017
Re: Appointment to Anacortes Library Board of Trustees



Library board members David Duck and Diane Munce, Librarian Jeff Vogel, and I reviewed the Talent Bank applications for the vacancies on the Library Board of Trustees. We are recommending the appointment of Katherine Hamer to the Anacortes Library Board of Trustees to fill the remainder of a term that will expire December 31, 2021 and Alethea Fleming to serve a 5-year term that will expire December 31, 2022. We believe their educational background, skills, and experience will benefit the Board and our community. Attached are their Talent Bank Application's for your review.

Please submit any comments you may have prior to the City Council meeting on November 6, 2017 when I will be asking for your confirmation.

Thank you.



10:15

Office of the Mayor
904 6th Street
PO Box 547
Anacortes, WA 98221
coa.mayor@cityofanacortes.org
360-299-1950

Talent Bank Application for Public Involvement

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

What position(s) are you interested in being considered for (check all that are applicable):

☐	Ad Hoc Community Advisory Committee	☐	Anacortes Art Commission
☐	Board of Adjustment	☐	Anacortes Improvement Board
☐	Civil Service Commission	☐	Forest Advisory Board
☐	Historic Preservation Board	☐	Housing Authority Board
☒	Library Board of Trustees	☐	Museum Advisory Board
☐	Parks & Recreation Board	☐	Planning Commission
☐	Other ()		

Applicant Information

Name Hamer Katherine
Last First Middle

Address Anacortes WA 98221
Street Apt. # City State Zip Code

Home Phone () Cell Phone (360) 395-8769

E-Mail Address hamerkatherine2001@gmail.com

Biography/ Resume attached? ☒ Yes ☐ No

Please describe your reasons for wanting to volunteer with the City of Anacortes:

~~I would like to be on the Library Board of Trustees to have input into the library's future direction and to ensure that it continues to meet the community's changing needs. I would like to help the library continue to be a strong part of our community.~~

Education/Skills/Training

Please summarize your education, job-related skills, specialized training, or volunteer experience:

~~I am a practicing attorney with strong written and verbal communication skills. I am used to reviewing and analyzing complex issues and explaining them to others in understandable language. I am also organized and detail oriented.~~

List professional, trade, business, or civic associations and any offices held:

~~I am a registered patent attorney and licensed to practice law in Washington, Colorado, and Utah.~~

List any additional information you would like us to consider:

~~When we moved to Anacortes in 2006, the library was one of the first places I saw because we lived across the street. My daughter was an infant at the time and we visited the kids' section almost daily. I was impressed with the new building and all the lending items that were available, as well as the range of kids' activities and community events held at the library. It was clear to me that the library was an integral part of the community.~~

References

Give the name and telephone number of two references who are knowledgeable about your qualifications and skills relative to volunteering at the City.

Kari Mathis	Food to Go	Program coordinator	360 (299)-2172	
Name	Organization	Title	Work Phone	Other Phone
Erin Rieger	Fidalgo Medical Assoc.	ARNP	360 (770)-2460	
Name	Organization	Title	Work Phone	Other Phone

Acknowledgements

My signature affirms that all information contained herein is true to the best of my knowledge, and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration.

Katherine Hamer
Signature

10/6/17
Date

Katherine Hamer
4511 Woodside Dr. Anacortes, WA 98221
(360) 395-8769 hamerkatherine2001@gmail.com

EXPERIENCED ATTORNEY

Detail-oriented attorney with 16 years of legal experience and strong chemistry background. Represented diverse clients from startups to Fortune 500 companies. Primary contact for large and small clients across a variety of industries. Strong oral and written communication skills with lawyers and non-lawyers.

LEGAL EXPERIENCE

TraskBritt, P.C., Salt Lake City, UT

1999-Present

Shareholder/Associate/Patent Agent/Law Clerk

CLIENT COUNSELING

- Counseled clients on the manufacture of patent-pending products
- Identified, contracted with, and supervised third parties to produce clients' products
- Worked with clients' technology transfer groups and potential licensees to prepare license agreements
- Advised clients on evaluating patents and patent applications in light of changing business strategies
- Developed strategies for controlling clients' patent prosecution and other legal costs
- Instructed clients on changes in U.S. patent law and recommended changes to internal patent procedures
- Evaluated clients' new inventions and advised on pursuing patent, trade secret, and other intellectual property protection

MANAGERIAL

- Decision maker in budget, staffing, compensation, collections, marketing, business development, insurance, communications, and information technology for law firm with over 20 attorneys
- Trained associates, patent agents, and paralegals on U.S. and foreign patent procedures to expand chemical practice group

TECHNICAL EXPERTISE

- Represented clients in green energy, separations, biofuels, environmental, cosmeceutical, pharmaceutical, drug delivery, aerospace, national defense, and semiconductor devices and fabrication industries
- Areas of expertise include chemical compositions and processes used in the conversion of petroleum, syngas, and biomass feedstocks to commercially-valuable compounds, syngas processing and production, electrochemical fuel cells, combustion processes; chromatography media and purification processes, supercritical fluid processes, cosmeceuticals, enzymatic assays, fluorescent probe assays, drug delivery, pharmaceuticals, energetic materials, composites, tracers and taggants, nanoparticles and nanotechnology, nuclear separations and decontamination, and semiconductor devices and fabrication
- Diverse chemistry background including organic chemistry, inorganic chemistry, polymer chemistry, medicinal chemistry, biochemistry, and nuclear chemistry

PATENT PREPARATION AND PROSECUTION

- Prepared hundreds of U.S. and PCT patent applications, prepared responses to Office Actions and Appeal Briefs, and conducted interviews with the U.S. Patent and Trademark Office
- Directly instructed foreign associates on prosecution of foreign patent applications
- Drafted patentability opinions, validity opinions, and infringement analyses

BAR ADMISSIONS

- U.S. Patent and Trademark Office Reg. # 47,628
- Colorado, Utah, Washington

EDUCATION

Juris Doctor University of Utah, Salt Lake City, UT 2001

- *Awards and Honors:* CALI Excellence for the Future Award in Writing, Research and Practice Skills, Fall 1998; Outstanding Achievement Award in Trial Advocacy, Spring 2000; William H. Leary Scholar, Fall 2000
- *Activities:* Legal Writing Teaching Assistant, Fall 2000-Spring 2001; Semifinalist in the 2001 National Trial Competition, Spokane, WA

B.A. in Chemistry Reed College, Portland, OR 1993

- Year-long Senior Thesis: The Synthesis of 3-deoxy-C³-methylene-L-arabinose, a Potential Mechanism-Based Inhibitor of L-Arabinose Isomerase

Bridging Year at The Clarkson School, Clarkson University, Potsdam, NY 1989

WORK EXPERIENCE

NPS Pharmaceuticals, Inc. Salt Lake City, UT 1993-1998

Research Associate

- Characterized large library of spider, scorpion, and wasp venoms for potential insecticidal, anti-viral, and anti-fungal activity using high-pressure liquid chromatography and other separation techniques
- Performed high-throughput screening of small molecules through proprietary cell-based assays to determine biological activity against various targets
- Maintained database of company's proprietary small molecules
- Conducted *in vivo* assays to determine plasma protein binding of a proprietary stroke compound
- Determined drug levels in animal plasma using various separation techniques

Reed College Chemistry Department Portland, OR Summer 1991 and 1992

Research Assistant

- Investigated nucleotide phosphorylase substrate analogs and characterized the analogs by nuclear magnetic resonance and the Ames phosphate assay
- Researched the inhibitory effect of dihydropyrrole derivatives on α -glucosidase

PUBLICATIONS

- Suchyna, T.M., Johnson, J.H., **Hamer, K.**, Leykam, J.F., Gage, D.A., Clemo, H.F., Baumgarten, C.M., Sachs, F. Identification of a peptide toxin from *Grammostola spatulata* spider venom that blocks cation selective stretch-activated channels. JOURNAL OF GENERAL PHYSIOLOGY, May 2000; 115(5):583-98.
- "What To Do If You're Accused Of Patent Infringement," Legal Brief, Utah Business, July 2017.

ORGANIZATIONS

Association of Women in Science

- Led programs on intellectual property-related issues including changes under the America Invents Act, panelist for program career development

American Intellectual Property Law Association

American Chemical Society



RECEIVED

OCT 02 2017

CITY OF ANACORTES
REC ADMINOffice of the Mayor
904 6th Street

PO Box 547

Anacortes, WA 98221

Info@cityofanacortes.org

360-299-1950

Talent Bank Application for Public Involvement

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

What position(s) are you interested in being considered for (check all that are applicable):

☐	Ad Hoc Community Advisory Committee	☐	Anacortes Art Commission
☐	Board of Adjustment	☐	Anacortes Improvement Board
☐	Civil Service Commission	☐	Forest Advisory Board
☐	Historic Preservation Board	☐	Housing Authority Board
☒	Library Board of Trustees	☐	Museum Advisory Board
☐	Parks & Recreation Board	☐	Planning Commission
☐	Other ()	☐	

Applicant Information

Name Fleming Alethea
Last First Middle

Address _____ Anacortes WA 98221
Street Apt. # City State Zip Code

Home Phone (360) 293-0408 Cell Phone (360) 630-3022

E-Mail Address dralethea@vitalagingclinic.com

Biography/ Resume attached? ☒ Yes ☐ No

Please describe your reasons for wanting to volunteer with the City of Anacortes:

Anacortes is our home and I very much value how all members of our community have the opportunity to contribute. My son's weekly library trips as an essential part of our lives.

Education/Skills/Training

Please summarize your education, job-related skills, specialized training, or volunteer experience:

I am a local physician and an accomplished public speaker. Locally I volunteer weekly with Anacortes Food Rescue and used to run a networking group, Anacortes Savvy Women of Business.

List professional, trade, business, or civic associations and any offices held:

Professionally I am a member of the WAMP, AANP and One ANP (sic Nsome). I am also a past VP of the Mt. Erie Elementary PTA and Reading Is Fundamental Coordinator.

List any additional information you would like us to consider:

I love all things books and reading (my first job was working for an used bookstore in Ann Arbor MI) and one of the selling points for Anacortes when we were considering where to move nine years ago was the excellent library here.

References

Give the name and telephone number of two references who are knowledgeable about your qualifications and skills relative to volunteering at the City.

Ashley Ayres, MD	Island Optometry		360-273-2127	309-301-6277
Name	Organization	Title	Work Phone	Other Phone
Bruce McDougall	City Council		303-551-5554	
Name	Organization	Title	Work Phone	Other Phone

Acknowledgements

My signature affirms that all information contained herein is true to the best of my knowledge, and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration.

Alethea Fleming
Signature

10/2/17
Date

ALETHEA C. FLEMING, ND

Vital Aging Clinic

902 28th St. Anacortes, WA 98221

Tel: 360-630-3022 Fax: 360-630-2039

dralethea@vitalagingclinic.com

www.vitalagingclinic.com

WORK EXPERIENCE:

Vital Aging Clinic – Anacortes, WA (2008 – present)

- Founder and lead physician of the Vital Aging Clinic, a naturopathic clinic providing primary and adjunctive care for adults.
- Specialize in care of geriatric patients.
- Services include: house calls, management of care in assisted living facilities, and dementia care in addition to in-office care.

TEACHING EXPERIENCE:

- Gerontology & Rheumatology Instructor 2016 – present.
Middle Way Acupuncture Institute
321 W. Washington St. Mt. Vernon, WA 98273
Tel: 360-336-6129

SPEAKING ENGAGEMENTS:

Professional Presentations:

- “Breaking Bone: The Big Picture on Osteoporosis” and “Sex Over Sixty” March 4-5 2017 Maui, HI. Hawaii DocTalks Conference.
- “Natural Perspectives on Geriatric Care” October 12, 2016. AgeWise Institute at National University of Naturopathic Medicine, Portland, Oregon.
- “Naturopathic Approaches to Geriatric Primary Care” and “Polypharmacy in Geriatrics” October 2, 2016. Seattle, WA. Washington Association of Naturopathic Physicians Annual Conference
- “Naturopathic Approaches to Geriatric Primary Care” April 9th, 2016. Los Angeles, California. Merging Medicine Conference, California Naturopathic Medicine Association.
- “Polypharmacy in Geriatrics” December 7, 2014; Portland, OR; 19th Annual Pharmacy and Ethics Conference, Oregon Association of Naturopathic Physicians.
- ““Dementia: Memories Lost and Found” March 13, 2014; Berkeley, California. Merging Medicine Conference, California Naturopathic Medicine Association
- “End of Life: What Physicians Need to Know” November 30, 2012 Bastyr University Guest Lecture.
- “Natural Approaches to Mental Health” September 23, 2012. Stanwood, WA Washington State Association of Activities Professionals

Community Presentations:

- Over 70 presentations given at diverse venues such as Island Hospital, Anacortes,

WA; Aegis Living, Seattle, WA; Skagit Valley Food Co-op, Mt. Vernon, WA; Chandler's Square, Anacortes, WA; Anacortes Center for Happiness, Anacortes Rotary, Skagit Cancer Survivor Celebration, Anacortes Senior Center.

PUBLICATIONS:

- Fleming, A. "Senior Vaccination: Understanding Shingles & Pneumonia Vaccines" Naturopathic Doctor News & Review September 2016.
- Fleming, A. "Urinary Incontinence". In Yarnell, E. ed. Naturopathic Urology, 2nd edition, Healing Mountain Press (forthcoming 2016)
- Fleming, A. "Alzheimer's Disease: A Primer" Naturopathic Doctor News & Review September 2015.
- Monthly column for thenatpath.com providing expert advice for older adults.
- Polypharmacy in Geriatrics. American Association of Naturopathic Physicians website.
http://www.naturopathic.org/article_content.asp?edition=105§ion=163&article=844 Published November 8, 2013.
- The Privilege of Working with Our Elders. American Association of Naturopathic Physicians website.
http://www.naturopathic.org/article_content.asp?edition=105§ion=163&article=850 Published November 20, 2013.
- Top Do's and Don'ts of Geriatric Medicine. American Association of Naturopathic Physicians website.
http://www.naturopathic.org/article_content.asp?adminkey=0aa4f72c8015df2029def5929b7f0757&article=853 Published December 6, 2013.

EDUCATION:

Bastyr University , Kenmore, WA Doctorate of Naturopathic Medicine	2007
University of Washington , Seattle, WA Certificate in Gerontology:	2005
Loyola University , Chicago, IL Pre-medical post-baccalaureate program	2002
Oberlin College , Oberlin, OH B.A. Ethnomusicology	1997

LICENSES and PROFESSIONAL MEMBERSHIPS:

- Washington State Naturopathic Physicians License
- Member – Oncology Association of Naturopathic Physicians
- Member – American Association of Naturopathic Physicians
- Member – Washington Association of Naturopathic Physicians

memo

To: Anacortes City Council
From: Doug Shepherd, Sandi Shepherd, Darwin Anderson, Patti Anderson
Date: November 6, 2017
Re: Alley between 12th & 13th Streets running from C Avenue to D Avenue

We are asking our City Council to promote the economical and efficient use of the alley referenced above while also providing a stable neighborhood, citizen safety and convenience for all concerned.

1. Currently the stretch of alley referenced above has been closed to thru traffic for as long as anyone can remember. It made sense that it was closed due to the close proximity of the SR 20 Spur (12th Street) and D Avenue intersection.
2. When the traffic light at that intersection was put in, the landowners went down to the City and asked if some signage could be put up so that it was obvious the alley from C Avenue to D Avenue was closed, just like it was from C Avenue to B Avenue.
3. In response the City put up a "No Outlet" sign to help cut down on the ferry traffic in the alley. Since that time, all landowners abutting the alley have maintained it at their own expense.
4. Our neighborhood made sure that all city services were not impacted whatsoever by this closure. Fire, Police and Waste Management Services have easy access to all parcels of land by either 12th or 13th Street as well as the alley itself.
5. The land owners along this stretch of alley are inundated with **ferry traffic trying to cut through the alley every time the D Avenue light turns red, causing a severe safety hazard**, especially during the summer months.
6. The ferry traffic and the available route up D Avenue creates a UNIQUE situation because 12th and D is the first location after leaving the ferry that offers a viable route choice. **If you open this alley, it will become an alternate route choice to D Avenue without stopping for a light, causing an even worse safety hazard.**
7. We recently had a meeting with Fred Buckenmeyer, Director of Public Works, to discuss the issues noted above and we were told to come to let the City Council know what our concerns were.

Summary: Opening up the alley to thru traffic between C Avenue and D Avenue will not benefit the City of Anacortes, nor any of the adjacent landowners, so we are appealing to you to help keep us safe by keeping the alley closed as it has been for many years.

Questions: Patti Anderson 360.770.1772
Doug Shepherd 360.588.0525



C Avenue

State Route 20 Spur

ANACORTES

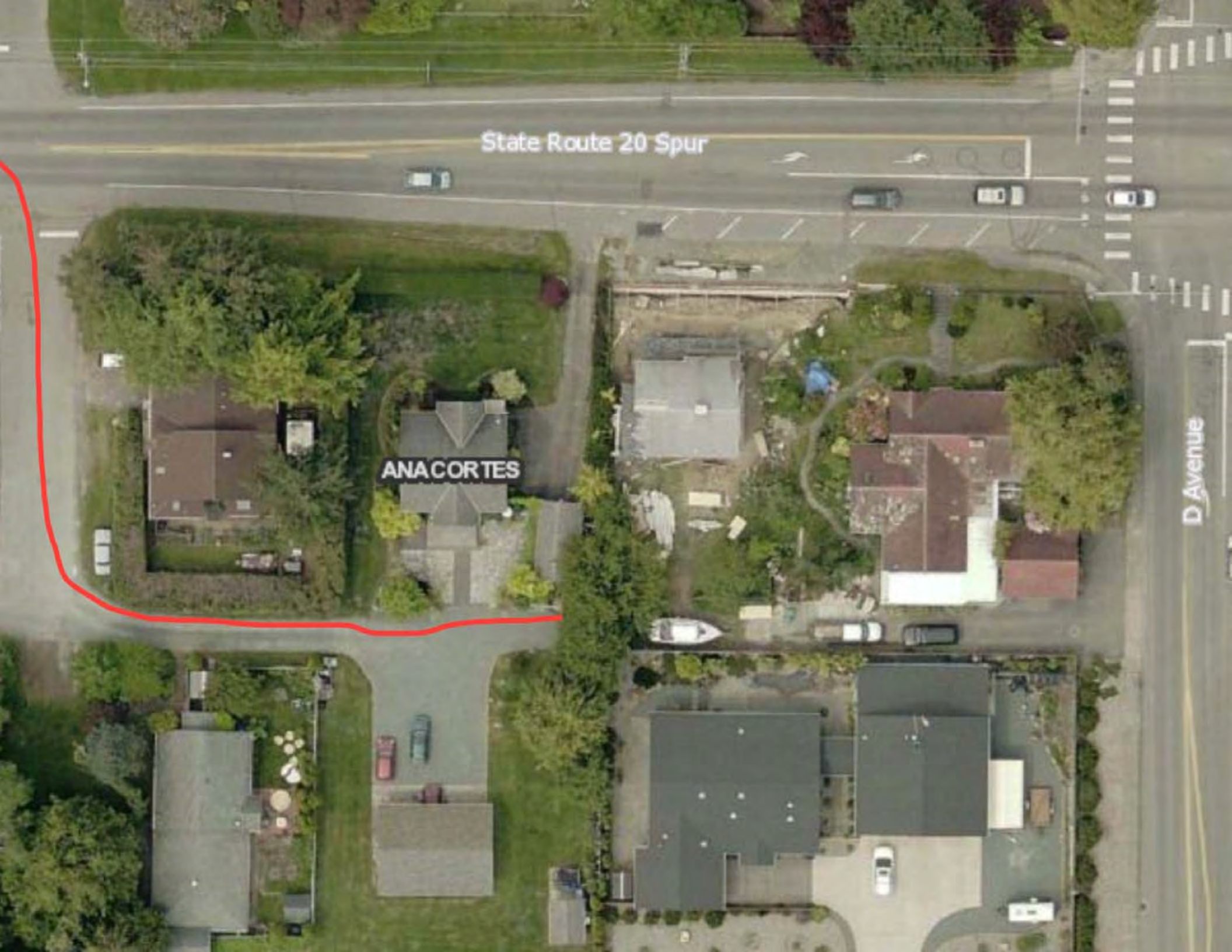
13th Street

D Avenue

State Route 20 Spur

ANACORTES

D Avenue









RECORDS
ALL INFORMATION
IS TO BE
MAINTAINED
IN ACCORDANCE
WITH
POLICE

WARNING!
BURIED DANGER
UTILITY POLE

RECORDS
CRIME
WATCH

121
CA

State Route 20 Spur

ANACORTES

D Avenue



City Council Minutes – October 23, 2017

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of October 23, 2017 at 6:00 p.m. Councilmembers Eric Johnson, Erica Pickett, Brad Adams, Liz Lovelett and Matt Miller were present. Councilmembers Ryan Walters and Bruce McDougall were absent. The assembly joined in the Pledge of Allegiance.

Ms. Lovelett moved, seconded by Mr. Johnson, to excuse the absence of Mr. McDougall who was away on business. The motion carried unanimously by voice vote.

Announcements and Committee Reports

Proclamation of National Hospice Palliative Care Month: Mayor Gere read a statement proclaiming November 2017 to be National Hospice Palliative Care Month in Anacortes and encouraging citizens to increase their understanding and awareness of care at the end of life and to observe the month with appropriate activities and programs. Mayor Gere presented the signed proclamation to Bob Laws, Executive Director of Hospice of the Northwest.

Mr. Johnson reported from the Finance Committee meeting earlier in the evening at which those present discussed upcoming topics including a computer systems backup purchase and water debt refunding opportunities as well as the mid-biennium budget review and adjustment.

Mr. Miller reported from the Lodging Tax Advisory Committee meeting the prior week, the first of three meetings to consider applications for the approximately \$325K of lodging tax funding available.

Mr. Adams reported that the Planning Committee meeting regularly scheduled for earlier in the evening had been cancelled but that the committee would meet 5:00-7:00 p.m. on Thursday, October 26 to review the draft development regulations.

Ms. Lovelett reported from the Depot Master Planning Committee meeting the prior Thursday at which those present discussed interior lighting options and continued discussion of potential funding for and desirability of an exterior restroom, a small outdoor stage and enhanced madrone grove access.

Public Comment

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

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 October 16, 2017
- b. Approval of Claims in the amount of: \$602,838.08

The following vouchers/checks were approved for payment:
EFT numbers: 86795 through 86829, total \$234,097.73
Check numbers: 86830 through 86878, total \$270,242.04
Wire transfer numbers: 221295 through 222954, total \$104,175.09

OTHER BUSINESS

Cost of Service Water Rates

Finance Director Steve Hoglund recalled the water rate discussions from several recent City Council meetings, referring to the packet materials for this item. He recapped the proposal to introduce a new multi-family rate category separate from the single family and commercial rate categories beginning January 1, 2018. Mr. Hoglund confirmed that Council was not interested in implementing “tiered” or “block” rates at this time. He advised that the proposed rate structure would come back to Council for adoption at its November 6, 2017 regular meeting.

Ms. Pickett asked why agricultural irrigation rate revisions were not included in the draft resolution revising the water rate schedule. Mr. Hoglund said he had understood that Council wanted more input from interested parties before proceeding. Mr. Miller suggested posting a specific proposal for a specific date to encourage public feedback. He observed that most of the councilmembers appeared to support a phased in increase in agricultural water rates. Ms. Pickett spoke in favor of implementing the actual cost rate as staff had proposed on October 16. Ms. Lovelett asked to separate the discussion of agricultural irrigation rates from residential rates and supported a gradual rate increase to something below staff’s proposed rate, preferably subsidized by all parties in the water system rather than Anacortes residents only. Mr. Adams agreed with Mr. Miller. Mr. Johnson reminded that the current rate structure gives Anacortes agricultural customers an advantage over those purchasing water from other Skagit Valley purveyors. Mayor Gere advised that the current low agricultural irrigation rates had been established when the water lines were installed across the valley to compensate the farmers along the route of the 36” line for disruption to their fields during construction.

Mr. Hoglund reviewed with councilmembers the draft ordinance that would define the new rate category and which rate class would apply to different homeowner association configurations. Ms. Pickett and Mr. Miller thanked staff for the effective definitions. Ms. Lovelett asked for more specificity in paragraph G.

Mayor Gere invited members of the public to address this agenda item.

Chuck Bush, 2308 Forest View Lane, said he was totally against the proposed multi-family designation and rates and felt it was discriminatory. Mr. Bush said that 1-4 unit structures were considered residential by financial institutions and that 5 or more unit structures were considered commercial and subject to higher interest rates. He expressed concern that increasing water rates would increase rents and that some older tenants might not be able to absorb those increases. Mr. Bush said that in the early 1990’s 5/8” residential meters were not available so some multi-plexes were built with 3/4” or even 1” meters and were charged the commercial rate even though they were residential properties. Mayor Gere clarified that the proposed multi-family rate would apply to those duplexes that share a single water meter and would lower their water rates, not increase them. Mr. Bush reiterated that 1-4 unit structures were considered residential by lending institutions. Ms. Lovelett asked if Mr. Bush’s duplexes could have their meters swapped out for 5/8” meters. Mr. Hoglund said he would refer that question to the Public Works department.

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

Mr. Hoglund confirmed that he would bring both the draft ordinance and the draft resolution back to Council for consideration and action at its November 6, 2017 meeting.

Third Quarter Finance Update

Finance Director Steve Hoglund updated Council on the city’s financial position through the end of the third quarter. He reviewed the customary series of graphs and charts included in the packet materials for

the meeting including property, sales, real estate excise and lodging tax revenues, impact fees, revenues and expenditures vs. budget by fund, the investment portfolio, and capital projects. Mr. Hoglund explained the few apparent anomalies caused by non-linear revenue and expenditure streams and elaborated on several items that would be addressed by the budget amendment later on the agenda. He concluded that the economy was healthy and the city's financial position offered no cause for concern.

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

Ordinance 3012: Amending the 2017/2018 Budget

Finance Director Steve Hoglund presented a draft ordinance to amend the 2017/2018 biennial budget, in preparation for the mid-biennial review. He explained each line item and responded to councilmember questions. Parks Operations Manager Jonn Lunsford clarified that the tennis court resurfacing line item referred to the 22nd Street courts and that the costs were being shared 50% by Anacortes School District, 25% by the Anacortes Parks Foundation and 25% by the city.

Mayor Gere invited members of the public to address this agenda item.

John Chase, 4211 Glasgow, asked if there was a cap on how much the city would spend for the fiber optics investigation as that number seemed to be increasing. He also asked how the original contract to NoaNet was solicited and awarded. Mr. Hoglund explained that the budget amendment line item was to support a contract amendment that had already been approved. He added that the NoaNet contract was a professional services contract so was not required to be bid. Mayor Gere said staff would get Mr. Chase more specific information.

Ms. Pickett moved, seconded by Mr. Adams, to adopt **Ordinance 3012** amending the 2017/2018 biennial budget. Vote: Ayes – Pickett, Adams, Lovelett, Miller and Johnson. Motion carried.

There being no further business, at approximately 7:15 p.m. the Anacortes City Council meeting of October 23, 2017 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 November 6, 2017 City Council meeting:

[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
222803	5/1/2017	I17007945	02930	WASHINGTON STATE PATROL	WWTP INTERNS BACKGROUND CHECKS	\$24.00
223266	8/20/2017	171321	04904	BEAVER EQUIPMENT SPECIALTY	ROTOR TOP HAND WHEEL MAINT. KIT	\$413.86
223277	8/24/2017	IN1157271	07823	MUNICIPAL EMERGENCY SERVICES	MISC ADAPTERS	\$125.97
223715	8/26/2017	16-351	07603	NUTTER SR, LOUIS	REMOVE SEDIMENT FROM WATER TREATMENT PLANT LAGOON 3 - MOD 01	\$6,074.27
223165	8/31/2017	109752010	02193	FERRELLGAS	PROPANE - WA PARK RESTROOM	\$384.55
223166	8/31/2017	109769965	02193	FERRELLGAS	PROPANE - WA PARK HOUSE	\$174.41
223421	9/1/2017	IN1159706	07823	MUNICIPAL EMERGENCY SERVICES	SPREADER BRACKET, MOUNTING BRACKET	\$551.96
219996	9/12/2017	65490808	08535	WASTEQUIP LLC	32 GALLON TOTES	\$2,618.84
221845	9/18/2017	97203	02520	SKAGIT SOILS	SOIL - VOL.PARK	\$84.63
222351	9/20/2017	27944897	01616	LOWE'S BUSINESS ACCOUNT/GEMB	BATTERIES/MAINTENANCE SUPPLIES	\$218.92
223124	9/20/2017	11572	07844	NW COMMUNICATIONS, INC	REPROGRAM RADIOS/BASE-ADD SIMPLEX	\$277.19
223265	9/21/2017	1200075753	05880	HDR ENGINEERING, INC	BLUE HERON CIRCLE RESERVOIR PROJECT DESIGN 8/6/17-9/2/17	\$14,140.77
222353	9/22/2017	12105460	01616	LOWE'S BUSINESS ACCOUNT/GEMB	PINE/TAPE/SEALANT	\$48.85
221874	9/25/2017	735539	01421	JCI JONES CHEMICALS INC	SODIUM HYPOCHLORITE 25% SOLUTION	\$4,270.85
222986	9/25/2017	10909	07385	TRIVAN TRUCK BODY	FORD F450 CRANE FLAT DECK AND CRANE WITH ACCESSORIES - MOD 02	\$3,359.16
223276	9/26/2017	IN1165428	07823	MUNICIPAL EMERGENCY SERVICES	DOUBLE FEMALE ADAPTER	\$26.76
223624	9/26/2017	01419477	02147	POSITIVE PROMOTIONS	CRIME PREVENTION GIVEAWAYS	\$3,003.02
223272	9/26/2017	201325	02389	SEAWESTERN, INC.	3 PAIRS FIRE BOOTS FOR NEW VOLUNTEERS	\$478.49
223247	9/26/2017	AFD Q4 17	02505	SKAGIT- 911	4TH QTR. FIRE RADIO MAINTENANCE	\$3,725.84
223263	9/27/2017	1990368885	06718	ARAMARK	STA 3 MAT SERVICE: 9/27	\$21.70
223257	9/27/2017	95175332	10090	ARROW INTERNATIONAL INC.	EZ-STABILIZERS	\$123.85
223738	9/27/2017	ST2172901185IS	01364	ISLAND HOSPITAL	COPAY, LEOFF1 RETIREE, DOS: 9/27/17	\$52.00
223264	9/28/2017	1990370951	06718	ARAMARK	STA 2 MAT SERVICE: 9/28	\$21.70
223267	9/28/2017	1990370952	06718	ARAMARK	STA 1 MAT SERVICE: 9/28	\$21.70
223275	9/28/2017	82640780	09185	BOUND TREE MEDICAL, LLC	PHARMACEUTICALS	\$78.60
223268	9/28/2017	360-293-6955-1009035	07909	FRONTIER COMMUNICATIONS	GUEST INTERNET 20-1: 9/28 - 10/27	\$69.81

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223271	9/28/2017	360-293-9063-0926075	07909	FRONTIER COMMUNICATIONS	STA 3 PHONE/FAX: 9/28 - 10/27	\$73.97
223288	9/29/2017	2017-03	02484	SKAGIT COUNTY DEM	3RD QTR 2017 DEM BILLING	\$8,598.50
223416	9/30/2017	AFD 17	01364	ISLAND HOSPITAL	AUGUST AMBULANCE SUPPLIES & O2	\$2,123.26
223253	9/30/2017	4298	10513	NATIONAL TESTING NETWORK, INC	CPAT FOR VOLUNTEERS FERRELL, KHANS	\$250.00
223444	9/30/2017	1179	02473	SKAGIT COUNCIL OF GOVERNMENTS	GROWTH MANAGEMENT ACT ADMIN SVCS - 7/1/17-9/30/17	\$844.00
223613	9/30/2017	0173	02468	SKAGIT COUNTY SOLID WASTE FUND	SEPTEMBER TONNAGE HAULED	\$76,732.48
222581	10/1/2017	360-293-0045-0223175	07909	FRONTIER COMMUNICATIONS	BACK UP PHONE LINES 291: 10/1 - 10/31	\$146.86
223291	10/1/2017	892	10520	MIN-NS	OCTOBER SUBSCRIPTION	\$130.20
223062	10/2/2017	82643829	09185	BOUND TREE MEDICAL, LLC	MED'S 1911-43008, 103-10	\$903.18
223262	10/2/2017	0211592-IN	02260	REISNER DISTRIBUTOR INC	DRUM OIL AND GREASE	\$1,352.86
223273	10/2/2017	201481	02389	SEAWESTERN, INC.	FIRE GLOVES, HOODS FOR NEW VOLUNTEERS	\$365.65
223274	10/3/2017	2486072	09961	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$447.66
223106	10/3/2017	10659354	01165	HACH COMPANY	BUFFER POWDER PILLOWS PH 10.01	\$114.83
223107	10/3/2017	10659403	01165	HACH COMPANY	HARDNESS PROBE	\$115.13
223113	10/3/2017	542934920	04013	SIGMA-ALDRICH, INC.	PLATE COUNT/MICROBIOLOGICAL/E.COLI	\$506.76
223112	10/3/2017	542939493	04013	SIGMA-ALDRICH, INC.	CHLORINE/TURBIDITY/PH SAMPLING	\$176.88
222585	10/3/2017	170971	04831	T-SHIRTS BY DESIGN	T-SHIRTS, HATS FOR NEW VOLUNTEERS	\$236.96
222586	10/3/2017	170972	04831	T-SHIRTS BY DESIGN	ANNUAL SWEATSHIRT ORDER: CAREER &	\$2,416.16
222578	10/3/2017	10/3/2017	03090	WIREMAN, JAMES	SUBSISTENCE TRAUMA CLASS SEATTLE	\$99.00
222582	10/4/2017	10/4/2017	10532	BYER, CHRISTOPHER	SUBSISTENCE FIRE OFFICER CLASS NB -	\$403.00
222580	10/4/2017	10/4/2017	09668	LAMP, DANIEL	SUBSISTENCE FOR FIRE OFFICER CLASS NB	\$403.00
222541	10/4/2017	118002212	02930	WASHINGTON STATE PATROL	BACKGROUND CHECKS; SEPTEMBER 2017	\$180.00
223245	10/5/2017	190300	00950	FIDALGO COFFEE ROASTERS	BREAKROOM SUPPLIES	\$93.00
223172	10/5/2017	IN-37355	02260	REISNER DISTRIBUTOR INC	DIESEL FOR PS18	\$219.42
223125	10/5/2017	0041401-IN	02753	TMG SERVICES, INC	2" INJECTOR/500 LBS PER DAY	\$1,851.67
223728	10/6/2017	101876	03340	ALMAC TOWING INC	CARS FOR EXTRICATION TRAINING	\$1,953.00
223278	10/6/2017	008440324	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM SHIRTS; FABER	\$19.94
222678	10/6/2017	38320613	01616	LOWE'S BUSINESS ACCOUNT/GEMB	BATTERIES/BRUSHES/HEADLAMPS	\$293.26
223102	10/6/2017	MTS230796	01801	MOTOR TRUCKS, INC	REPAIRS- VEH #602A	\$720.00
223720	10/7/2017	171029	04831	T-SHIRTS BY DESIGN	MT. ERIE ROAD RUN SHIRTS	\$265.83
223248	10/9/2017	706075	00496	CASCADE COLUMBIA DISTRIBUTION	SODIUM FLUORIDE	\$1,950.00
223108	10/9/2017	10667312	01165	HACH COMPANY	COMBINATION ION SLECTIVE ELECTRODE FOR	\$755.47
223119	10/9/2017	10667658	01165	HACH COMPANY	CHLORINE FREE REAGENT SET	\$465.76

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223249	10/9/2017	388323	02839	USA BLUE BOOK	24' SWING SAMPLER-FIBERGLASS POLE W/	\$212.92
222791	10/10/2017	1990388578	06718	ARAMARK	LAUNDRY SERVICE	\$27.76
223536	10/10/2017	937035	08839	BLACKSTONE AUDIO, INC	BOOKS ON CD (4)	\$193.99
223118	10/10/2017	10669420	01165	HACH COMPANY	CHLORINE ANALYZERS	\$7,591.61
223109	10/10/2017	0483857-IN	02199	NATIONAL SAFETY, INC	ASPIRIN-NON ASPIRIN - IBUPROFEN-	\$31.16
223110	10/10/2017	625152	02468	SKAGIT COUNTY SOLID WASTE FUND	SOLID WASTE DISPOSAL - WTP	\$11.06
223563	10/10/2017	12472A	07568	THE PLUMBING GUYS, INC	MOD 1 - WA PARK MEN'S RESTROOM PLUMBING IMPROVEMENTS	\$4,112.15
223114	10/11/2017	487173	01303	DMH INDUSTRIAL ELECTRIC INC	HVAC MOTOR REPAIRS	\$436.61
223433	10/11/2017	553696	01765	MISTER T'S AWARDS &	UNIFORMS - HATS W/ CITY LOGO	\$179.94
223123	10/11/2017	2307	07844	NW COMMUNICATIONS, INC	REPEATER SITE RENTAL - MARCH-OCTOBER	\$1,384.96
223727	10/11/2017	13226	09907	SKAGIT REGIONAL CLINICS	RESPIRATORY & DRUG FOR COLEMAN, DRUG	\$219.00
223128	10/11/2017	97824	02520	SKAGIT SOILS	SOIL- WATER DEPT	\$211.58
223105	10/11/2017	331 0371128	08646	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE	\$59.07
223210	10/12/2017	0550464130	01941	HONEY BUCKET	PORTABLE RESTROOM AT MT.	\$109.50
223287	10/12/2017	2017-1462	02454	ISLAND SASH & DOOR, INC.	REPAIR WINDOW IN BAY DOOR	\$254.48
223111	10/12/2017	300000005235	02192	PUGET SOUND ENERGY	2102 PENNSYLVANIA AVE. 9/6-10/4/17	\$3,088.71
223420	10/12/2017	DUES17-003	04372	PUGET SOUND MARINE	2017 DUES	\$150.00
223475	10/12/2017	10941	07385	TRIVAN TRUCK BODY	REPAIRS TO DAMAGED TRUCK BODY #179	\$4,401.06
223251	10/12/2017	80369	10421	VECA ELECTRIC COMPANY, INC	DOWNSIZE FIRE STATION #2 GENERATOR	\$6,265.88
222957	10/13/2017	978 800 0000 1	00494	CASCADE NATURAL GAS CORP.	STA 3 SERVICE: 9/13-10/12	\$16.75
223598	10/13/2017	5974317	00890	ENVIRO CLEAN EQUIPMENT INC	PART- VEH #303	\$687.54
223120	10/13/2017	12921740	01616	LOWE'S BUSINESS ACCOUNT/GEMB	CEMENT/BUCKET/FIR/EASY OFF	\$196.50
223121	10/13/2017	16927516	01616	LOWE'S BUSINESS ACCOUNT/GEMB	CONCRETE MIX	\$93.13
223610	10/13/2017	PSW00123789	01856	N C MACHINERY COMPANY	PARTS/LABOR TO REPAIR GENERATORS	\$9,363.68
223201	10/13/2017	0116521	06543	PACIFIC TIRE COMPANY, INC	TIRES- VEH #512	\$1,277.96
223202	10/13/2017	0116522	06543	PACIFIC TIRE COMPANY, INC	TIRE- VEH #403	\$224.21
222673	10/13/2017	80986	09472	PUMP INDUSTRIES, INC	DIAPHRAGM PUMP	\$2,424.19
223117	10/13/2017	79671	02478	SKAGIT RIVER STEEL &	6" WIDE SCHEDULE 40 PIPING	\$611.79
223476	10/14/2017	29301	01530	LAKESIDE INDUSTRIES, INC.	ROCK SALES - 2" - 4"	\$101.95
223477	10/14/2017	29302	01530	LAKESIDE INDUSTRIES, INC.	WA CLASS G ASPHALT	\$901.18
223115	10/14/2017	380128835	01616	LOWE'S BUSINESS ACCOUNT/GEMB	BULK PIPE	\$3.00
223478	10/16/2017	5465524	07570	CADMAN MATERIALS, INC.	SWEEPER DEBRIS HAULED, TICKET	\$532.65
223280	10/16/2017	0101617	00955	FIDALGO CLEANING	10/16-10/31 APD - CLEANING & SUPPLIES	\$700.00
223225	10/16/2017	17044	09617	FRONTLINE CLEANING SERVICES	LIBRARY - CUSTODIAL SERVICE OCT	\$1,314.78
223620	10/16/2017	10676665	01165	HACH COMPANY	FLUORIDE STANDARD FOR CA610	\$832.17

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223718	10/16/2017	1200080460	05880	HDR ENGINEERING, INC	BLUE HERON CIRCLE RESERVOIR PROJECT DESIGN - 9/3/17-9/30/17	\$15,241.30
223532	10/16/2017	30926783	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$806.58
223533	10/16/2017	30926784	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$48.66
223534	10/16/2017	30926785	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$520.43
223116	10/16/2017	27193432	01616	LOWE'S BUSINESS ACCOUNT/GEMB	PIPE/TIES/ELECTRICAL EQUIPMENT	\$41.63
223198	10/16/2017	001-384001	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #510	\$31.85
223226	10/16/2017	0100011-IN	02574	SOLID WASTE SYSTEMS, INC	SUPPLIES- VEH #512	\$269.29
223316	10/16/2017	RE 41 JA2711 L148	02941	WASHINGTON STATE DEPARTMENT	SIGNAL LIGHT MAINTENANCE 17TH ST & Q	\$498.85
223256	10/17/2017	1411-U07	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - PUBLIC SAFETY BUILDING	\$1,168.74
223255	10/17/2017	1417-U07	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - FIRE STATION 1	\$507.78
223705	10/17/2017	5465958	07570	CADMAN MATERIALS, INC.	SWEEPER DEBRIS HAULED, TICKETS	\$1,060.83
223101	10/17/2017	chap10172017	00536	CHAPMAN'S TOP & UPHOLSTERY	SEAT UPHOLSTERY REPAIR- VEH #160	\$108.70
223205	10/17/2017	8498 30 017 0543538	04412	COMCAST	DEPOT 611 R AVENUE - 10/22-11/21/17	\$186.12
223066	10/17/2017	2017-2000	10301	GONZALES LANDSCAPING &	LANDSCAPE MAINTENANCE SEPT 2017	\$2,061.50
223714	10/17/2017	17513.07-1	04441	GRAY & OSBORNE INC	ON-CALL STORM WATER CONSULTANT - WSDOT SHARPE'S CORNER PROJECT	\$744.64
223422	10/17/2017	10678038	01165	HACH COMPANY	LOGGER BASIC NO CORD, ASSEMBLY AND	\$4,790.74
223061	10/17/2017	119527	06793	LEGEND DATA SYSTEMS INC	48 YELLOW CUSTOM NAME TAGS, 6 WHITE	\$83.44
223258	10/17/2017	13550	06915	NORTHWEST SERVICES LLC	SHRINK WRAP FIBER OPTIC WIRE FOR STORING	\$542.50
223204	10/17/2017	0116631	06543	PACIFIC TIRE COMPANY, INC	SCRAP TIRE- SHOP SUPPLY	\$10.85
223432	10/17/2017	2017-7749	04403	PUBLIC SAFETY TESTING INC	POLICE OFFICER & FIREFIGHTER CIVIL SERVICE TESTING	\$600.00
223100	10/17/2017	15282	02405	SEBO'S DO-IT CENTER	SUPPLIES- #11947	\$83.55
223207	10/17/2017	15297	02405	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - W.T. PRESTON	\$24.93
223415	10/17/2017	339185	02478	SKAGIT RIVER STEEL &	ALUM ANGLE 1X1X1/8 X 25' FOR OPS REMODEL	\$77.31
223426	10/17/2017	20066-1 PAA	02666	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES, TEAMSTERS, POLICE & FIRE	\$2,947.50
223437	10/18/2017	101412	00244	ASSOCIATION OF WASHINGTON	NOVEMBER, SUPPLEMENTAL LIFE INSURANCE	\$328.31
223704	10/18/2017	5466331	07570	CADMAN MATERIALS, INC.	STREET SWEEPER DEBRIS HAULED - TKT	\$1,016.69
223614	10/18/2017	95055533	07451	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE SOLUTION	\$4,350.12
223211	10/18/2017	2341	04817	NW CLEANERS	HEART OF A RESTROOM CLEANING	\$70.00
223418	10/18/2017	2343	04817	NW CLEANERS	STA 1 WINDOW WASHING	\$525.00
223417	10/18/2017	2344	04817	NW CLEANERS	WINDOW CLEANING STA 3	\$100.00
223753	10/18/2017	972466687001	01962	OFFICE DEPOT, INC.	BATTERIES	\$74.15
223223	10/18/2017	001-384159	02109	PISTON SERVICE OF ANACORTES	PARTS- VEH #108	\$148.47

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223197	10/18/2017	001-384162	02109	PISTON SERVICE OF ANACORTES	AIR FILTER- VEH #511	\$77.46
223199	10/18/2017	001-384163	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #511	\$35.97
223200	10/18/2017	001-384191	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #017A	\$5.76
223537	10/18/2017	artwalk	02385	SCOTT MILO GALLERY/FRAMEMAKER	OCTOBER/NOVEMBER ARTWALK 2017	\$121.00
223260	10/18/2017	15375	02405	SEBO'S DO-IT CENTER	16X20 TARP FOR FIBER PROJECT	\$45.56
223290	10/18/2017	1075914	02519	SKAGIT PUBLISHING LLC	PUBLISH AA-1681758 AA-1681993 AA-1682466 AA-1682817 AA-1683259	\$580.58
223103	10/18/2017	331 0372211	08646	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE	\$90.87
223168	10/18/2017	2620	02926	WASHINGTON RECREATION	MEMBERSHIP RENEWAL - SOUTH	\$164.00
223252	10/19/2017	22936	00086	ALLMAX SOFTWARE, INC.	OPERATOR10 ANTERO ON SITE TRAINING	\$5,115.71
223283	10/19/2017	1990402240	06718	ARAMARK	APD NYLON MATS CLEANED 10/19/17	\$16.28
223206	10/19/2017	199042248	06718	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$67.09
223522	10/19/2017	5466695	07570	CADMAN MATERIALS, INC.	SWEEPER DEBRIS HAULED: TICKETS	\$979.79
223438	10/19/2017	1790899037	07390	CASCADE DENTAL, LLC	IVER JOHNSON DENTAL SERVICES, DOS: 10/19/17	\$212.00
223281	10/19/2017	038 200 0000 2	00494	CASCADE NATURAL GAS CORP.	APD 9/19/17-10/18/17	\$348.37
223217	10/19/2017	154 700 0000 9	00494	CASCADE NATURAL GAS CORP.	LIBRARY 9/19-10/18/17	\$378.86
223214	10/19/2017	169 400 0000 9	00494	CASCADE NATURAL GAS CORP.	STA 2: 9/20 - 10/18	\$42.67
223435	10/19/2017	199 800 0000 4	00494	CASCADE NATURAL GAS CORP.	R AVENUE 9/19-10/18/17	\$47.03
223216	10/19/2017	26003738221	00494	CASCADE NATURAL GAS CORP.	611 R AVENUE-9/19-10/18/17	\$82.17
223218	10/19/2017	440 400 0000 0	00494	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 9/19-10/18/17	\$245.29
223215	10/19/2017	5380000001	00494	CASCADE NATURAL GAS CORP.	411 HILLCREST DR., 9/19-10/18/17	\$23.80
223219	10/19/2017	63800000000	00494	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 9/19-10/18/17	\$15.80
223213	10/19/2017	674 400 0000 7	00494	CASCADE NATURAL GAS CORP.	STA 1: 9/20-10/18/17	\$56.46
223246	10/19/2017	710 300 0000 5	00494	CASCADE NATURAL GAS CORP.	OPERATIONS: 09/19- 10/18/2017	\$265.59
223212	10/19/2017	795 700 0000 4	00494	CASCADE NATURAL GAS CORP.	CITY HALL 9/19-10/18/17	\$355.63
223434	10/19/2017	912 800 0000 0	00494	CASCADE NATURAL GAS CORP.	9/19-10/18/17 - CARNEGIE	\$132.94
223220	10/19/2017	91760000009	00494	CASCADE NATURAL GAS CORP.	1915 13TH ST., 9/20-10/18/17	\$14.37
223700	10/19/2017	83514769	03943	CITY DIRECTORIES	POLK DIRECTORY	\$315.50
223436	10/19/2017	809	00645	CONSTRUCTION UNLIMITED INC	CAP SANTE MARINE PROJECT: FENCE INSTALLATION	\$16,327.08
223564	10/19/2017	810	00645	CONSTRUCTION UNLIMITED INC	CAP SANTE MARINE PROJECT: MANUAL GATE INSTALLATION	\$4,353.61
223126	10/19/2017	75049121	06981	EMERALD RECYCLING SVCS INC	WASTE REMOVAL- SHOP	\$134.00
223243	10/19/2017	WAANA95978	00939	FASTENAL CO	SUPPLIES- SHOP	\$125.25
223518	10/19/2017	0574083	00932	FERGUSON ENTERPRISES, INC	REGISTERS, ER TRPL SR2 5/8 100CF FOR	\$1,519.00
223208	10/19/2017	10/19/2017	00955	FIDALGO CLEANING	CLEANING - CARNEGIE	\$100.00
223169	10/19/2017	190528	00950	FIDALGO COFFEE ROASTERS	BREAKROOM SUPPLIES WWTP	\$93.00
223751	10/19/2017	190662	00950	FIDALGO COFFEE ROASTERS	BREAKROOM SUPPLIES	\$186.00

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223569	10/19/2017	54865/2	06246	H.B. JAEGER	100' REHAU MUNICIPEX PIPE FOR FIBER PROJECT	\$546.84
223317	10/19/2017	I4667842	01004	HD FOWLER COMPANY INC	MARKING PAINT, CANS OF BLUE, GREEN,	\$333.35
223604	10/19/2017	MV176916	01801	MOTOR TRUCKS, INC	PARTS- #90009	\$114.27
223615	10/19/2017	CD99017297	02063	PCE PACIFIC INC	ROSEMOUNT PB/ORP SENSOR W/ VP CONNECTOR	\$759.46
223224	10/19/2017	001-384284	02109	PISTON SERVICE OF ANACORTES	SUPPLIES- VEH #510	\$31.36
223222	10/19/2017	001-384309	02109	PISTON SERVICE OF ANACORTES	FILTER- VEH #108	\$4.52
223474	10/19/2017	001-384313	02109	PISTON SERVICE OF ANACORTES	FAST SET FOR SHOP	\$54.08
223740	10/19/2017	001-384328	02109	PISTON SERVICE OF ANACORTES	SUPPLIES- SHOP	\$216.28
223171	10/19/2017	0038037-IN	02260	REISNER DISTRIBUTOR INC	DIESEL FOR PUMP STATIONS~	\$2,124.99
223259	10/19/2017	15440	02405	SEBO'S DO-IT CENTER	EXPAND FOAM SEALANT FOR FIBER PROJECT	\$19.33
223170	10/19/2017	B22857	02405	SEBO'S DO-IT CENTER	REPAIR ITEMS CITY HALL	\$110.32
223203	10/19/2017	B23089	02405	SEBO'S DO-IT CENTER	REPAIR ITEMS CITY HALL	\$8.24
223209	10/19/2017	RS18023216	10377	SHIFTNOTE, LLC	SHIFTNOTE PROGRAM 11/1/17-1/31/18	\$194.85
223530	10/19/2017	0322108-IN	06303	SIRCHIE	PATROL SUPPLIES; EVIDENCE PACKING TAPE	\$143.50
223163	10/19/2017	refillpermit22	02813	UNITED STATES POSTAL SERVICE	REFILL POSTAGE FOR BULKMAIL PERMIT #22	\$5,000.00
223446	10/20/2017	*101917	00180	ANACORTES TOWING LLC	TOWING; APD CASE 17-A08285	\$162.75
223521	10/20/2017	5467047	07570	CADMAN MATERIALS, INC.	SWEeper DEBRIS HAULED, TICKETS	\$1,081.51
223279	10/20/2017	2540543	09961	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$5.66
223565	10/20/2017	2681-21710047	09504	FCS GROUP	WATER COST OF SERVICE AND RATE DESIGN STUDY - THROUGH 10/20/17	\$7,462.75
223699	10/20/2017	008534008	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM ITEMS; NEW RECRUIT FABER	\$178.96
223568	10/20/2017	1159802	07447	GENERAL PACIFIC INC	2" PUSH LOCK COUPLINGS, 18MM STRAIGHT COUPLERS FOR FIBER PROJECT	\$108.50
223289	10/20/2017	738115	01421	JCI JONES CHEMICALS INC	SODIUM HYDROXIDE	\$4,004.69
223419	10/20/2017	2354	04817	NW CLEANERS	STA 1: WEEKLY CLEANING FOR OCTOBER	\$488.00
223596	10/20/2017	001-384371	02109	PISTON SERVICE OF ANACORTES	PARTS- VEH #510	\$19.22
223261	10/20/2017	295247	02549	SMILEY'S INC	1 3/4 CDD RALL ROUND 96" FOR FIBER PROJECT	\$98.95
223286	10/20/2017	3783058	10794	WILLIAMSON, SABEN	REIMBURSE FOR CDL PHYSICAL	\$160.00
223701	10/21/2017	30089	01530	LAKESIDE INDUSTRIES, INC.	DUMP FEES	\$23.87
223697	10/21/2017	30090	01530	LAKESIDE INDUSTRIES, INC.	WA CLASS G ASPHALT	\$355.51
223282	10/21/2017	00005W5A83427	02817	UNITED PARCEL SERVICE	UPS SHIPPING CHARGES; WEEK END 10-21-17	\$7.76
223526	10/21/2017	000099E018427	02817	UNITED PARCEL SERVICE	LAB SAMPLE-PURAFIL	\$9.69
223310	10/21/2017	8136 50 291 0005268	09989	WAVE	FIBER LEASE WTP TO CITY HALL 11/1-11/30/17	\$320.12
223627	10/22/2017	8123375134	09706	SHRED-IT USA, LLC	OLD RECORDS DESTROYED - APD	\$42.35
223600	10/22/2017	8123378640	09706	SHRED-IT USA, LLC	CONTAINER SHREDDING - CITY HALL	\$30.25
223285	10/23/2017	*101417	00180	ANACORTES TOWING LLC	TOWING; APD CASE 17-A08174	\$162.75

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
223319	10/23/2017	1990406219	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$71.61
223440	10/23/2017	Augustoni	08095	AUGUSTONI, TARA	SOCCER REFEREE	\$150.00
223603	10/23/2017	reimb-Avilla	10792	AVILLA, SHAWN	MEAL REIMBURSEMENTS-AVILLA-PBT-AUBURN	\$189.00
223712	10/23/2017	1412-U09	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - CITY HALL	\$889.70
223713	10/23/2017	1422-U10	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - WWTP	\$636.90
223519	10/23/2017	5467423	07570	CADMAN MATERIALS, INC.	SWEEPER DEBRIS HAULED TICKETS	\$967.50
223221	10/23/2017	98980000008	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS FOR THE WWTP	\$11.46
223525	10/23/2017	0188-485680	03816	CONSOLIDATED ELECTRICAL	SYL LED/RT8/2000/840 FIXTURES FOR FIRE	\$206.69
223443	10/23/2017	1-553345-3	00789	DIAMOND RENTALS INC.	TOILET RENTAL - VOL. PARK	\$85.00
223480	10/23/2017	1181054	00999	FOSTER PEPPER PLLC	WATER TREATMENT PLANT MATTER NO. 96	\$4,499.86
223414	10/23/2017	54879/2	06246	H.B. JAEGER	OLYMPIC 2" PAVING RISER	\$193.06
223321	10/23/2017	54880/2	06246	H.B. JAEGER	4" DI MJ CAP W/2IP TAP	\$30.92
223284	10/23/2017	PER DIEM REIMB	09097	INGRAM, KATIE	TRAINING PER DIEM WCIA AND WAPRO; RECORDS INGRAM	\$29.00
223441	10/23/2017	MilesReferee	06839	MILES, HEIKO	SOCCER REFEREE	\$180.00
223523	10/23/2017	0116842	06543	PACIFIC TIRE COMPANY, INC	SERVICE- VEH #511	\$58.59
223318	10/23/2017	0127-9	02434	SHERWIN WILLIAMS	OPS PAINT FOR REMODEL, PRIMER, MASKING	\$1,230.12
223601	10/23/2017	reimb/travel/siedlik	09926	SIEDLIK, RICHARD	MEAL REIMBURSEMENT-SIEDLIK/PBT-AUBURN	\$189.00
223520	10/23/2017	2532	02469	SKAGIT COUNTY SHERIFF'S OFFICE	NW MINI CHAIN; 3RD QTR 2017	\$2,214.71
223242	10/23/2017	Carol_reimbursement	01127	YATES, CAROL	WAPRO TRAVEL TACOMA, FOOD & PARKING	\$74.90
223428	10/24/2017	AK0A5477B0B7	08952	AMERICAN HEART ASSOCIATION	FA/CPR/AED/BBP - ROLLO	\$54.25
223429	10/24/2017	AL0AF1788815	08952	AMERICAN HEART ASSOCIATION	FA/CPR/AED/BBP - JAMES-SHERMAN	\$54.25
223431	10/24/2017	AP0AEE3D3BEB	08952	AMERICAN HEART ASSOCIATION	FA/CPR/AED/BBP-MARRS	\$54.25
223430	10/24/2017	AR0AF01F2396	08952	AMERICAN HEART ASSOCIATION	FA/CPR/AED/BBP - GONZALEZ	\$54.25
223439	10/24/2017	Reim	03178	BARBER, LYNN	TRAVEL EXPENSES, LYNN BARBER	\$106.81
223442	10/24/2017	1-553331-4	00789	DIAMOND RENTALS INC.	PORTABLE TOILET RENTAL - CEMETERY,	\$270.00
223703	10/24/2017	0574079	00932	FERGUSON ENTERPRISES, INC	WATER INVENTORY PARTS	\$5,500.29
223562	10/24/2017	Jaques	10800	JAQUES, DON	LIBRARY REFUND REQUEST	\$30.00
223425	10/24/2017	10/17/2017	08532	JONES, ROBERT	EXPENSES PUB DEF CLE	\$47.64
223629	10/24/2017	71870251	01616	LOWE'S BUSINESS ACCOUNT/GEMB	HORNED OWL DECOY	\$20.87
223315	10/24/2017	16-042-WTR-0011	10736	PEOPLES BANK FOR, TIGER CONSTRUCTION LTD	RETAINAGE DEPOSIT TO ESCROW ACCOUNT	\$6,393.83
223473	10/24/2017	001-384654	02109	PISTON SERVICE OF ANACORTES	AUTO BATTERY #029	\$270.51
223597	10/24/2017	001-384656	02109	PISTON SERVICE OF ANACORTES	SUPPLY- VEH #512	\$6.26
223424	10/24/2017	0274201	02123	PLATT ELECTRIC SUPPLY INC	CONDUIT AND WATER TIGHT HUB	\$149.03

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
223622	10/24/2017	400001778556	02192	PUGET SOUND ENERGY	CASINO DRIVE UNDER TWIN BRIDGES-DISCONNECT/RECONNECT	\$37.00
223294	10/24/2017	837011078	03041	THOMSON REUTERS - WEST	WA COURT RULES FOR PROSECUTOR	\$989.52
223608	10/24/2017	SIN002327	10434	WONDERSHARE SOFTWARE CO	WONDERWARE SOFTWARE RENEWAL	\$15,000.13
223750	10/25/2017	300-10032205	05987	ALL BATTERY SALES & SERVICE	SUPPLIES- SHOP	\$234.31
223595	10/25/2017	8498 30 017 0487207	04412	COMCAST	CITY HALL INTERNET CONNECTION 11/5-12/04/17	\$191.12
223479	10/25/2017	cpls	00765	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; SEPT 2017	\$402.00
223726	10/25/2017	21273	00841	ECONOWASH LAUNDRY & DRY	OCTOBER LAUNDRY	\$1,350.28
223631	10/25/2017	21274	00841	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING; OCTOBER	\$468.99
223621	10/25/2017	BINV0006533	01106	GOBLE SAMPSON ASSOCIATES, INC	SPARE PUMPHEAD #OM3.220.PFP	\$649.30
223599	10/25/2017	41600247172	02909	LES SCHWAB TIRE CENTERS	FLAT REPAIR- VEH #012	\$15.19
223602	10/25/2017	3-102111	01614	LOUIS AUTO GLASS INC.	WINDSHIELD REPLACEMENT- VEH #108	\$270.67
223570	10/25/2017	015829	02405	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - W.T. PRESTON	\$27.72
223702	10/25/2017	331 0373302	08646	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE	\$168.27
223716	10/25/2017	3663	10782	VALLEY DRYWALL, INC	OPERATIONS SHOP REMODEL - DRYWALL	\$21,270.34
223531	10/26/2017	1990412617	06718	ARAMARK	APD NYLON MATS CLEANED	\$16.28
223693	10/26/2017	1990412623	06718	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$67.09
223606	10/26/2017	1990412624	06718	ARAMARK	OPS- MAT SERVICE: 10/26	\$23.07
223623	10/26/2017	WAMO143387	00939	FASTENAL CO	ALCOHOL FREE RESPIRATOR WIPES	\$96.66
223605	10/26/2017	190900	00950	FIDALGO COFFEE ROASTERS	OPS- BREAKROOM SUPPLIES	\$93.00
223566	10/26/2017	IN925227	10389	NOANET	FIBER NETWORK - CHR SOLUTIONS INSPECTIONS	\$9,528.76
223567	10/26/2017	IN925230	10389	NOANET	FIBER NETWORK - PROMOTIONAL MATERIALS	\$1,649.62
223524	10/26/2017	113316	01939	NORTHSTAR CHEMICAL INC.	SODIUM BISULFITE 38% SOLUTION	\$1,366.77
223594	10/26/2017	001-384832	02109	PISTON SERVICE OF ANACORTES	PARTS- VEH #131	\$138.50
223593	10/26/2017	001-384841	02109	PISTON SERVICE OF ANACORTES	PART- VEH #131	\$8.67
223592	10/26/2017	001-384858	02109	PISTON SERVICE OF ANACORTES	BATTERY- VEH #207	\$135.26
223723	10/26/2017	0213099-IN	02260	REISNER DISTRIBUTOR INC	OIL & DEF- SHOP STOCK	\$1,234.14
223535	10/26/2017	050802918	02401	SEATTLE TIMES, THE	LIBRARY SUBSCRIPTION RENEWAL 11/10/17-11/08/18	\$544.66
223707	10/26/2017	15957	02405	SEBO'S DO-IT CENTER	PIPE FOR OPS REMODEL	\$10.84
223619	10/27/2017	0188-486211	03816	CONSOLIDATED ELECTRICAL	PLH10.5WBYP GREEN CREATIVE LAMPS FOR	\$164.92
223571	10/27/2017	2018 - WAR045549	00780	DEPARTMENT OF ECOLOGY	STORM WATER PERMIT FY2018~	\$6,576.36
223706	10/27/2017	95055699	07451	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE SOLUTION	\$4,352.73
223625	10/27/2017	WAMO143413	00939	FASTENAL CO	CABLE TIES/NITRILE GLOVES	\$280.76
223752	10/27/2017	190989	00950	FIDALGO COFFEE ROASTERS	BREAKROOM SUPPLIES	\$18.60
223748	10/27/2017	MV177506	01801	MOTOR TRUCKS, INC	EXHAUST- #90009	\$121.90
223747	10/27/2017	001-385001	02109	PISTON SERVICE OF ANACORTES	SUPPLIES- #90009	\$33.28

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
223742	10/27/2017	001-385004	02109	PISTON SERVICE OF ANACORTES	SUPPLIES- #90009	\$1.53
223710	10/27/2017	15997	02405	SEBO'S DO-IT CENTER	PVC TEE, COUPLINGS, STRAP, DIAMOND HOLE FOR FIBER PROJECT	\$32.45
223749	10/27/2017	50671	02405	SEBO'S DO-IT CENTER	PAINT SPRAYER RENTAL- #90009	\$412.30
223618	10/28/2017	00005W2A83437	02817	UNITED PARCEL SERVICE	UPS SHIPPING CHARGES WEEK END 10-28-17	\$7.76
223628	10/28/2017	000099E018437	02817	UNITED PARCEL SERVICE	SHIPPING TO CHESTERTON	\$96.10
223711	10/30/2017	928348/1	00021	ACE HARDWARE	C BATTERIES, PVC GLUE FOR FIBER PROJECT	\$28.30
223630	10/30/2017	AR0AF06A54D8	08952	AMERICAN HEART ASSOCIATION	FA/CPR/AED/BBP - SCOTT EISEN	\$54.25
223755	10/30/2017	170510-5	00355	BIRCH EQUIPMENT CO., INC	CONCRETE SAW BELT FOR #13-932	\$56.42
223626	10/30/2017	cs- mterierun	02392	SEAHAWK ATHLETIC BOOSTER ASSOC	PAYMENT TO SEAHAWK CROSS COUNTRY TEAM	\$250.00
223735	10/31/2017	Chamber 20171031	00148	ANACORTES CHAMBER OF COMMERCE	LODGING TAX CHAMBER FERRY	\$11,931.57
223721	10/31/2017	745535	00306	BAYSHORE OFFICE PRODUCTS INC	PRINTED MATERIAL - COMIC NIGHT - GENRE	\$53.17
223744	10/31/2017	RECURRING	00007	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$471.55
223719	10/31/2017	131342	02169	LITHTEX NORTHWEST, LLC	ACTION MEMO COURT FORMS	\$150.27
223745	10/31/2017	553837	01765	MISTER T'S AWARDS &	LIBRARY NAME TAG, SYDNEY BRADY	\$26.04
223731	10/31/2017	10109325	10069	NAVIA BENEFIT SOLUTIONS	OCTOBER FLEXIBLE SPENDING PARTICIPANT FEE	\$112.05
223709	10/31/2017	Petty Cash	02086	PETTY CASH FUND	REIMBURSEMENT FOR OCTOBER PETTY CASH	\$96.48
223754	10/31/2017	001-385210	02109	PISTON SERVICE OF ANACORTES	BELTS FOR #13-932	\$14.01
223777	10/31/2017	188709-10	8818	REECE, STORMIE	DEPOT CLEANING OCTOBER 2017	\$770.00
223778	10/31/2017	5051020619	1351	RICOH USA, INC	CITY WIDE 7/1-9/30/17	\$457.32
223722	10/31/2017	92364653	10804	THE DAVENPORT TOWER	HOTEL FOR HOUSING CONFERENCE COUNCILMEMBER LOVELETT	\$302.34
223696	10/31/2017	3003519907	03957	THYSSENKRUPP ELEVATOR CORP	LIBRARY ELEVATOR PHONE MONITORING - (SERVICE DATES) 11/1/2017-1/31/2018	\$49.54
223733	10/31/2017	0542005-001	02835	UNUM LIFE INS CO OF AMERICA	NOVEMBER, UNUM LEOFF1 LONG-TERM CARE INSURANCE	\$852.55
223775	11/1/2017	745662	00306	BAYSHORE OFFICE PRODUCTS INC	2018 MONTHLY PLANNER	\$17.99
223413	11/1/2017	20171101	08563	CHOWANEC, WILLIAM	STA 3 RENT - NOVEMBER	\$2,045.00
223698	11/1/2017	103117	00955	FIDALGO CLEANING	CLEANING & SUPPLIES	\$700.00
223776	11/1/2017	November	07723	SKAGIT LAW GROUP PLLC	PROSECUTION SERVICES NOVEMBER 2017	\$6,000.00
223774	11/1/2017	16-074-SEW-0011	04355	TRICO COMPANY, LLC	RETAINAGE RELEASE	\$12,494.85

Total

\$419,892.75



City Council Agenda Bill

Meeting Date: 11/6/2017 **Agenda Item:** 5c

Subject: Street Fair Application: Lions Club Christmas Parade, December 2, 2017

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
X	Don Measamer

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

Summary Statement: Street Fair Applications for Lions Club Christmas Parade, December 2, 2017.

Background: Annual community event by the Lions Club - parade route from 3rd Street on Commercial to 10th Street, turning west on 10th to N Avenue and completing the route at Causland Memorial Park. Line up for parade begins on O Avenue between 4th & 3rd Streets to Commercial & 3rd. Line up begins at 10 a.m., parade begins at 11 a.m. and entire event concludes at 12:30 p.m. Parade includes marching groups, walking participants, music, horses, and vehicles.

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): Public Works Director memo supporting the event.



TO: City Council Members, Mayor Gere
FROM: Fred Buckenmeyer, Director of Public Works
DATE: November 6, 2017
SUBJECT: Lions Club Christmas Parade

Sponsor/Organizer: Lions Club, Don Yankacy

Location: Commercial Ave from 3rd to 10th Streets and 10th Street between Commercial and N Avenue to Causland Memorial Park

Dates & Times:

Saturday, December 2, 2017
10 a.m. to 12:30 p.m.

Background: Annual community event by the Lions Club - parade route from 3rd Street on Commercial to 10th Street, turning west on 10th to N Avenue and completing the route at Causland Memorial Park. Line up for parade begins on O Avenue between 4th & 3rd Streets to Commercial & 3rd. Line up begins at 10 a.m., parade begins at 11 a.m. and entire event concludes at 12:30 p.m. Parade includes marching groups, walking participants, music, horses, and vehicles.

Parking Restrictions:

Restricted in designated areas

Public Works Services:

None

Police Services: Traffic Control

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

Proposed Motion: Recommend approval

Emergency Contact Numbers:

Don Yankacy, 360-293-9218

cc: Marcia Hunt



STREET FAIR APPLICATION

Date Received: _____ Received by: _____ City Council Approved: _____

NAME OF EVENT LIONS CLUB CHRISTMAS PARADE
DATES of Event DECEMBER 2nd 2017
TIME of Day 11:00 TO 12:00 AM
NATURE/PURPOSE of Event PARADE TO CELEBRATE THE HOLIDAY
PARTICIPANTS/Attendees (estimated number) 1000

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) PARADE ROUTE:
SOUTH ON COMMERCIAL STARTING @ 3RD STREET,
RIGHT ON 10TH, CROSSING "O" AVE, RIGHT ON N
AVE ENDING @ CAUSLAND PARK

DESCRIPTION of Event PARADE

FACILITIES requested (street, sidewalk, park, etc.) COMMERCIAL AVE 2ND ST,
3RD STREET, O AVE BETWEEN 2ND & 6TH ST, 10TH &
N AVE BETWEEN 10TH & 3RD.

Dates/hours requested 10:00 AM TO 12:30 PM 2 DEC 2017

EQUIPMENT requested POLICE ESCORT, CIVILIAN PATROL

Dates/hours requested 10:30 AM TO 12:30 PM 2 DEC 2017

SERVICES requested (eg. Custodial, traffic control) TRAFFIC CONTROL WITH
CIVIL PATROL

Dates/hours requested 10:30 AM TO 12:30 PM

PARKING (include locations and dimensions of parking space to be available/provided) _____

N/A

INSURANCE (Certificate of Insurance must be submitted with Application)

Required _____ Not Required _____

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

APPLICANT/ORGANIZATION (Name) ANACORTES LIONS CLUB

Name of responsible person DON YANKALY Phone # 360-293-9218

Address 13995 TRAFTON ROAD ANACORTES, WA 98221

Date of Birth 01-2-39 1945-1939

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

Contact Name ANACORTES LIONS CLUB Phone # 360-293-9218

Contact Address P.O. BOX 431

Email Address DON AND RENATE@GMAIL.COM Website address _____

Event Address 13995 TRAFTON ROAD Hours of Event 10:30AM TO 12:30PM

Does your event require vendor(s) or participant(s) to sign up to participate? NO

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

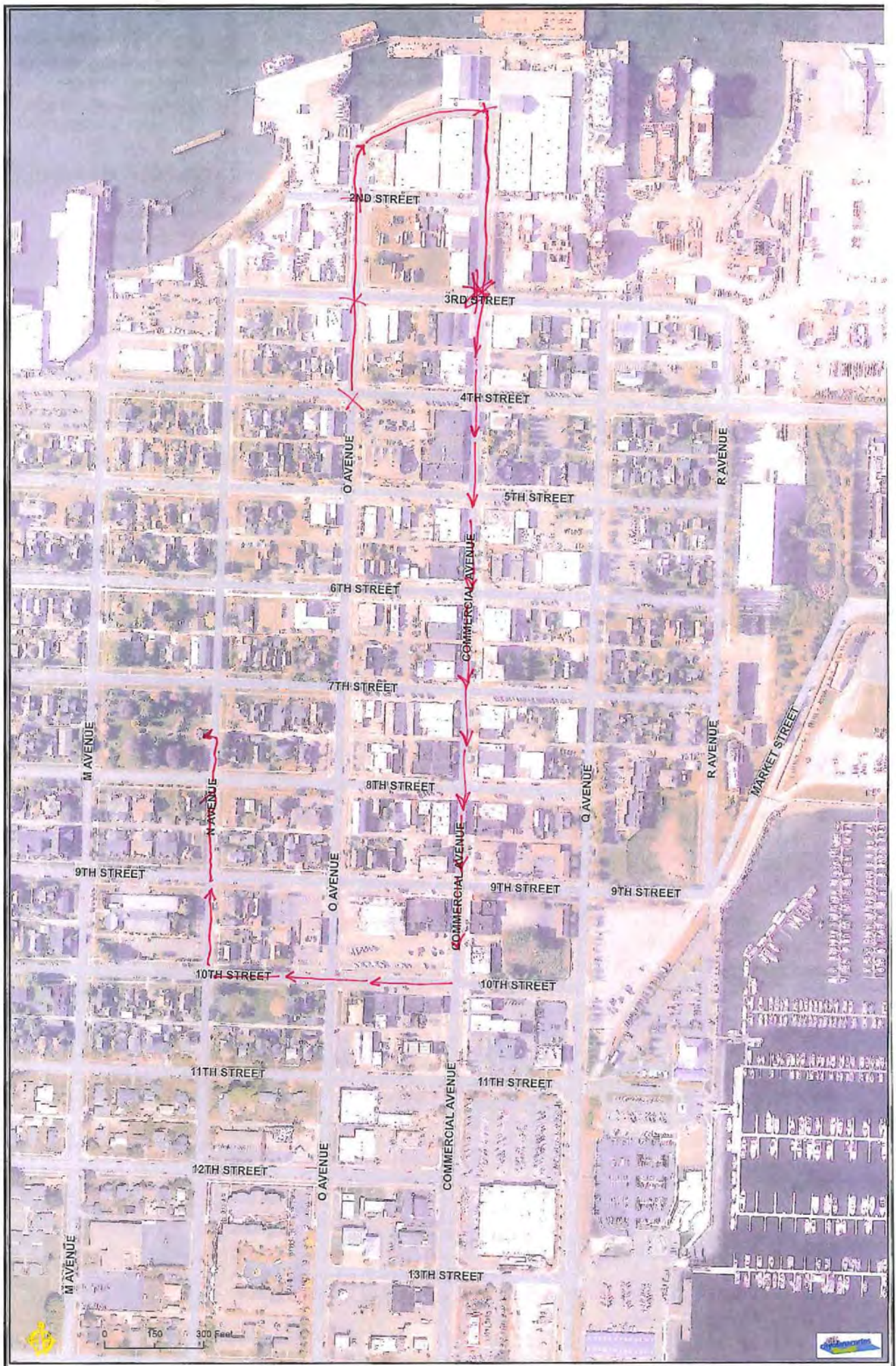
Signature Donal L. Yankaly Date 17 OCTOBER 2017

* FOR OFFICE USE ONLY *

	Initials	Comments (Stipulate Conditions of Approval on Reverse)
Mayor		
Building	<u>DA</u>	
Fire	<u>FE</u>	
Parks	<u>LE</u>	
Police	<u>PO</u>	
Public Works	<u>PO</u>	
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.





City Council Agenda Bill

Meeting Date: 11/6/2017 **Agenda Item:** 5d

Subject: Interlocal Agreement – Cooperative Purchasing with City of Port Townsend

Staff Contact: Darcy Swetnam

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

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

Summary Statement: The City of Port Townsend contacted the City of Anacortes requesting an interlocal agreement with the goal to purchase chemicals using our current Treatment Plant Chemicals contracts. This agreement also allows future cooperative purchasing of goods and services for both agencies.

Background: Washington State RCW 39.34 "permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage". There are no costs to the agencies to enter into a cooperative purchasing agreement, and each agency is responsible for their own payment for their acquisition of any goods and/or services.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move the Council authorize the Mayor to execute the Interlocal Cooperation Agreement between City of Anacortes and the City of Port Townsend for Cooperative Purchasing.

Alternative Actions: Not authorize interlocal, restrict cooperative purchasing between the two cities.

Attachments (listed in order presented): IL255

CITY OF ANACORTES - CITY OF PORT TOWNSEND
COOPERATIVE PURCHASING AGREEMENT

This Intergovernmental Cooperative Purchasing Agreement (“Purchasing Agreement”) is made by and between the undersigned City of Anacortes and the City of Port Townsend, a political subdivision of the State of Washington (collectively “Agencies”; individually “Agency”). This Purchasing Agreement shall be effective immediately on signature of the parties.

Recitals

(A) This Purchasing Agreement is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, and other provisions of law.

(B) The purpose of this Agreement is to allow the Agencies to cooperatively purchase goods and services in the manner known as “piggy-backing.”

To carry out the purposes of this Purchasing Agreement and in consideration of the mutual benefits and conditions set forth below, the Agencies agree as follows:

(1) No new or separate legal or administrative entity is created to administer the provisions of this Purchasing Agreement. Nothing in this Purchasing Agreement shall authorize or permit the parties to jointly own any property, real or personal.

(2) To the extent permitted by law and agreed on by the Agencies, either Agency may insert in any solicitation for goods and/or services a provision disclosing that other agencies may also desire to procure the goods and/or services being offered to the soliciting agency and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions; however, failure to include such a provision shall not preclude a cooperative purchase (piggy-back) under this Agreement.

(3) The Agency initiating a particular purchase (the “Lead Agency”) will contract for the purchase of goods and/or services according to the laws and regulations governing purchases by and on behalf of the Lead Agency. The other Agency accepts responsibility for compliance with additional or varying laws and regulations, if any, governing purchases by and on behalf of such other Agency.

(4) Whenever the Lead Agency has contracted to purchase goods and/or services on its behalf and the vendor or other party contracting to supply the goods or services has opted to extend its bid to other agencies at the same price, terms and conditions, the other Agency may purchase goods and/or services covered by the contract on the same terms and conditions as the Lead Agency. Such a purchase shall be effected by a purchase order directed by the other Agency to the vendor or other party contracting to furnish goods, services or both to the Lead Agency. The Lead Agency accepts no responsibility for the performance of any purchasing contracts between the vendor and the other Agency.

(5) Each Agency accepts no responsibility for the payment for acquisition of any goods and/or services intended for use by the other Agency.

(6) Each Agency reserves the right to contract independently for the purchase of any particular class of goods and/or services with or without notice to the other Agency.

(7) Each Agency reserves the right to exclude the other Agency from any particular purchasing contract, with or without notice to such other Agency.

(8) This Purchasing Agreement shall remain in force until terminated by either party, which may be done without prior notice but which shall be in writing and provided to the other party within seven business days.

(9) The provisions of this Agreement are severable. If a court of competent jurisdiction rules invalid or unenforceable any of the provisions hereof, such provisions shall be disregarded, but the remainder of this instrument shall nevertheless be given full force and effect.

(10) **Mutual Hold Harmless:** Each of the Agencies that is a party to this Cooperative Purchasing Agreement does hereby individually agree and consent that it shall defend, protect, hold harmless and indemnify (generically and collectively “indemnify”) the other Agency (or the affiliates, employees, representatives, agents, contractors or subcontractors of that other Agency) from and against all claims, suits or actions arising from any allegedly negligent acts or omissions or any alleged contractual breach by the indemnifying Agency or its affiliates, employees, representatives, agents, contractors or subcontractors.

The duty to indemnify as described above shall include the obligation of each Agency that is a party to this suit to process and defend at its own expense, including all costs, attorney fees and legal expenses, all claims, demands or suits at law or equity arising directly or indirectly from the alleged negligence or alleged contractual breach of the indemnifying Agency.

However, if the claims or suits are the result of a breach of contract by both Agencies that are party to this contract or by the alleged concurrent negligent act or omission of both Agencies that have executed this contract, then the above-listed paragraphs of this mutual hold harmless and indemnification shall be valid and enforceable against any ONE Agency only to the extent of the negligence or breach of contract by that one Agency’s affiliates, employees, representatives, agents, contractors or subcontractors.

(11) **No Joint and Several Liability:** The parties agree that in the event that both Agencies are adjudged, found or determined by a court of competent jurisdiction to have been jointly negligent or jointly liable for breach of contract AND if money damages are awarded to the injured or damaged party or person as a result of said adjudication or determination, then each individual Agency shall be responsible only for its proportionate share of the entire damage or monetary award as decided by the jury or other fact-finder.

CITY OF ANACORTES-CITY OF PORT TOWNSEND
COOPERATIVE PURCHASING AGREEMENT
(Signature sheet)

APPROVED BY:

CITY OF PORT TOWNSEND

CITY OF ANACORTES

David Timmons, City Manager

Laurie Gere, Mayor

ATTEST:

ATTEST:

Pam Kolacy, City Clerk

Steven D. Hoglund, City Clerk-Treasurer

Date:_____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

John Watts, City Attorney

Darcy J Swetnam, City Attorney



City Council Agenda Bill

Meeting Date: 11/6/2017 **Agenda Item:** 5e

Subject: Interlocal agreement to establish automatic aid response with Fire District #17 (Guemes Island)

Staff Contact: Richard Curtis

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

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

Summary Statement: This agreement allows the Fire Chiefs of Fire District #17 (Guemes Island FD) and the City of Anacortes to establish pre-designated response plans for certain types of emergencies where the resources will be automatically dispatched upon receipt of the emergency call.

Background: Skagit County Fire Departments have an existing "Mutual Aid" agreement to share resources, but require a radio request from one agency to another, potentially delaying the response. The City has separate "Automatic Aid" agreements already in place with Fire Districts #11 and #13. These agreements enable resources to be more quickly dispatched under certain types of emergencies and alarm levels. Fire District #17 hadn't interest in this type of agreement until recently.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: None

Competing Viewpoints Considered: None

Recommended Motion: I move the Council approve Mayor Gere to sign the Automatic Aid Interlocal Agreement with Fire District #17.

Alternative Actions: Utilize the Mutual Aid Agreement

Attachments (listed in order presented): Automatic Aid Agreement

AUTOMATIC AID RESPONSE AGREEMENT

This agreement is entered into between Skagit County Fire Protection District No 17 and the City of Anacortes, municipal corporations of the State of Washington.

This agreement is entered into under the authority of RCW 52.12.031(3), in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act, and in compliance with Chapter 36.115 RCW.

Each of the parties owns and maintains equipment for the suppression of fires and for the supplying of emergency medical services. Each of the parties also retains fire fighting personnel who are trained to provide various levels of emergency medical services.

Each of the parties has the necessary equipment and personnel to enable it to provide service to the other party in the event of an emergency.

The geographical boundaries of each party are located in such a manner as to enable each party to render aid service to the other whereby it benefits the residents of both jurisdictions.

In the event of a major fire, disaster or other emergency, each of the parties will need the assistance of the other party to provide supplemental fire suppression and emergency medical service equipment and personnel.

It is the purpose of this agreement to establish an Automatic Aid Response system between the parties to this agreement to afford greater fire suppression and emergency medical services to each of the parties in certain geographic areas known as response zones

The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

The Automatic Aid Response system shall apply to pre-determined areas, further known as response zones, established by the Chiefs of the fire departments of the parties pursuant to this agreement.

The commanding officer of the fire department or the officer in charge of a fire unit or an emergency medical service unit at the scene of an

emergency who requires assistance will be referred to as "Requesting Party". The other party who is responding and providing additional aid will be referred to as "Responding Party".

Response Plans. The Chief of each party, or the Chief's authorized representative, shall annually establish a series of response plans to meet the service requirements of the response zones. These response plans shall determine those alarms to which the other party shall respond on first alarm and on subsequent alarms. The response plans shall set forth the following information:

Name, description and location of structure or response zone;

Description of equipment and designation of companies to respond to each alarm.

Response to Request. Upon receipt of an automatic aid request, the commanding officer of the Responding Party shall immediately take the following action:

- 1 Determine if the Responding Party has equipment and personnel available to respond to the Requesting Party and determine the nature of the equipment and number of personnel available.
- 2 Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
- 3 In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
- 4 In the event the needed equipment and personnel are not available, to immediately advise the Requesting Party of such fact.

Response Procedure. On receipt of an alarm covered by a response plan the Responding Party, if the required equipment and personnel are available, shall immediately dispatch the equipment and personnel prescribed by the response plan. In the event such equipment and personnel are not available, the Responding Party shall immediately advise the commanding officer of the Requesting Party of that fact.

Command Responsibility at Emergency Scene. The chief officer or senior officer of the Requesting Party shall be in command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. The operational command, however, may be relinquished to the senior officer of any fire department rendering assistance under the terms of this agreement.

Termination of Service. The equipment and personnel of the Responding Party shall be released from service and returned to the Responding Party by the commanding officer in charge of the operations as soon as conditions may warrant or in the event an emergency should occur in the responding party's jurisdiction.

Liability. Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this agreement.

Insurance. Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

Compensation. Each party agrees that it will not seek compensation for services rendered under this agreement from the other party; provided, however, that the Requesting Party shall attempt to obtain financial assistance from federal and state agencies where financial assistance is available to reimburse the Responding Party for losses or damages incurred in supplying automatic aid under this agreement. Nothing in this agreement shall prohibit any party to this agreement from seeking civil damages from any individual or entity which may have been responsible for the emergency conditions for which aid was requested.

Pre-Emergency Planning. The chief officers of the parties shall, from time to time, establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under

various possible circumstances and the number of personnel that should be dispatched under the existing circumstances. The plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.

Pre-Emergency Training. The chief officers of the parties shall, from time to time, conduct pre-emergency training of the personnel of the parties. Such training shall be designed to provide familiarizations of the personnel with the equipment and techniques of the other party and to train the personnel in the fire fighting methods to be used when responding to the structures covered by the response plans.

Non-Exclusive Agreement. The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.

Termination. This agreement may be terminated by either party giving to the other party a ninety (90) day notice of termination in writing.

Equipment Salvage. All personnel involved in an Automatic Aid Response shall exercise due diligence in salvaging lost or damaged equipment, and ensuring that it is returned to its rightful owner.

Consumable Supplies. The Requesting Party shall provide welfare items for fire fighters and other consumables to the extent of supplies available.

No Separate Legal Entity. No separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. No joint oversight and administration board is created hereby.

Term. This agreement shall be in effect for a term of five years commencing on _____, 20____, and ending _____, 20____. Unless this agreement is modified or terminated as provided below it shall be automatically renewed for an additional five year period.

Modification, Termination.

- 1 **Modification.** This agreement may only be modified by agreement of all parties hereto, executed in the same manner as this agreement.
- 2 **Termination.** This agreement may be terminated as to any single party, when that party gives notice to all the other parties in writing at least ninety (90) days prior to its intended withdrawal from this agreement.

For Skagit County Fire District # 17

_____	_____	_____
Chairman	Commissioner	Commissioner

For the City of Anacortes

Laurie Gere, Mayor

Attest: _____
Steve Hoglund, Finance Director



City Council Agenda Bill

Meeting Date: 11/6/2017 **Agenda Item:** 5f

Subject: Contract Modification – Blue Heron Circle Reservoir Project

Staff Contact: Fred Buckenmeyer

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

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
X	Contract Modification 02
	Public Hearing
	Staff Report

Summary Statement: In accordance with Article 11 Amending the Contract Documents; Changes in the Work as cited in the General Conditions, City staff seeks Council consent to issue a contract modification with Stellar J Corporation, in the amount of \$31,578.61, increasing the total contract price to \$4,245,067.61, to incorporate four change orders for the Blue Heron Circle Reservoir Project. This additional work is within the boundaries of the originally contracted work.

Background: During construction (1) it was discovered using rod anode instead of a ribbon anode for cathodic protection of the steel reservoirs is required to meet NSF standard 61 ratings, (2) installation of additional rebar encasement for the influent and effluent piping in the concrete slab of the reservoir is required, (3) following inspection of the soils it was determined CDF (Control Density Fill) was needed to be poured meet the requirements of the new reservoir slab, (4) the float switch called for in the specifications was no longer available and an alternate to that switch was submitted, approved, and additional costs were issued in a change order.

Budget Impact	
Amount Budgeted	\$5,224,000.00
Budget Account (BARS)	401.000.594.34.63
Proposed Expenditure	\$31,578.61
Budget Amendment Required?	No
Revenue Source	SRF loan

Proposed Contract	
Contractor	Stellar J Corporation
Amount	\$31,578.61
Start Date	Notice to Proceed
End Date	491 days

Previous Council/Committee Action: The original contract was awarded by City Council on April 10, 2017.

Competing Viewpoints Considered: N/A

Recommended Motion: I move City Council provide consent to issue Modification 02 to Stellar J Corporation under contract 16-039-WTR-004, in the amount of \$31,578.61, increasing the total contract price to \$4,245,067.61.

Alternative Actions: N/A

Attachments (listed in order presented): Modification 02 to Contract 16-039-WTR-004.



**Contract Number 16-039-WTR-004
MODIFICATION 02**

Date November 7, 2017

Page 1 of 2 Pages

Contract No.	16-039-WTR-004
Project Title	Blue Heron Circle Reservoir Project
Prime Contractor	Stellar J Corporation

BACKGROUND

In accordance with Article 11 Amending the Contract Documents; Changes in the Work as cited in the General Conditions, 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 \$4,213,489.00 by \$31,578.61 to \$4,245,067.61.

Accordingly, the following changes are incorporated under this contract:

Article 1. WORK

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

The work as described above is hereby amended per Modification 02, which includes:

Field Order No.1: This order pertains to the contractor using a rod anode instead of a ribbon anode for cathodic protection of the steel reservoirs. The added costs is for materials and labor for both reservoirs. The ribbon anodes that were originally specified did not meet NSF standard 61 ratings which is a requirement. A field order was issued to the contractor to provide the rod anodes which meet NSF standards for drinking water.

Field Order No. 2: This order pertains to the rebar encasement for the influent and effluent piping in the concrete slab of the reservoir. The original drawings did not specify adequate rebar around the pipe. This field order directed the contractor to install additional rebar around the pipe encasement. Costs for this field order are for labor and materials.

Field Order No. 3: This order pertains to soil conditions following a vault removal that would impact the new reservoirs concrete slab. Shannon and Wilson who is contracted through HDR was hired to conduct soil analysis of the site. Following inspection of the soils once the old vault was removed a field order was issued to the contractor to pour CDF (Control Density Fill) in the location of the old vault. This would ensure that the soil conditions would meet the requirements of the new reservoir slab.

RFI No. 3: The original specifications called out a float switch for the new reservoirs. During the submittal process, the contractor determined that the float switch specified was no longer available. The alternate to that switch was submitted, approved, and additional costs were issued in a change order.

Article 4.2. DAYS TO ACHIEVE SUBSTANTIAL COMPLETION AND FINAL PAYMENT

The paragraph hereby deleted and replaced with the following:

A. The Work will be substantially completed within 461 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 491 calendar days after the date when the Contract Times commence to run.

Article 5. CONTRACT PRICE

The paragraph hereby deleted and replaced with the following:

The total contract price is **Four Million Two Hundred Forty-Five Thousand Sixty-Seven Dollars and Sixty-One Cents (\$4,245,067.61)**. The Contract Bid Schedule, Exhibit A, is amended to incorporate SCHEDULE B, which is hereby incorporated by reference and made a part hereof.

All other terms and conditions remain unchanged.

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

CITY OF ANACORTES

By _____
Laurie Gere, Mayor

Date _____

STELLAR J CORPORATION

By _____
Signature

Printed Name _____

Title _____

Date _____

Original Agreement Amount	<u>\$4,213,489.00</u>	Original Contract Completion Date	<u>480 days</u>
Current Agreement Amount	<u>\$4,213,489.00</u>	Current Contract Completion Date	<u>480 days</u>
Change Per this Modification	<u>\$ 31,578.61</u>	Net Change	<u>11 Days</u>
Total After Modification	<u>\$4,245,067.61</u>	Contract Completion Date After Change	<u>491 days</u>



City Council Agenda Bill

Meeting Date: 11/6/2017 **Agenda Item:** 7a

Subject: 2017/2018 Budget Mid-biennial Review and Modification

Staff Contact: Steve Hoglund

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

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

Summary Statement: State law requires that a mid-biennial review and modification be held with City Council before the end of the first year of the biennial budget. A number of items are included in the review for discussion and possible modification.

Background: Many of these items will be familiar to Council. Staff will address each item in detail during the review. Some of the changes are cost neutral. The changes requiring additional revenue can be covered with projected revenue increases in budget year 2018; it is anticipated at this time that the 2018 budget year will remain balanced without the use of cash reserves.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	Various
Proposed Expenditure	2,006,677
Budget Amendment Required?	Yes
Revenue Source	Various

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Ordinances 2993, 3003, 3009, 3012, and Resolutions 1974 and 1975: adopting and amending the budget, and authorizing substantial need and a 1% property tax increase the current 2018/2018 biennial budget, respectively.

Competing Viewpoints Considered: N/A

Recommended Motion: N/A

Alternative Actions: N/A

Attachments (listed in order presented): Mid-biennial review slide presentation

Mid-Biennial Update

- November 28, 2016, Ordinance 2993 established City's first biennial budget.
- RCW 35A.34.130 calls for a mid-biennial review and modification to be completed before the end of the first year.
- With the budget process starting in June of 2016, the 2018 budget year is a long way removed from the data used to create it. The mid-biennial update allows the City to make adjustments to the second budget year.
- This budget update process was started with department updates to Council between the August 28th and September 25th City Council meetings.

Mid-Biennial Update

- The mid-biennial update is in addition to budget amendments authorized for 2017.
- We've had quarterly budget amendments to the 2017 budget.
- A 4th quarter amendment is coming primarily, but not necessarily solely, to ask for budget authority to move forward with a network Disaster Recovery (DR) system.
 - Existing backup system is at the file level, and is being outgrown.
 - Quotes and demos being obtained by IT for a cloud based DR system that meets all City HIPAA and CJIS requirements.
 - Order of magnitude appears to be around \$15K annually
- Before year end Council will also need to authorize an Interfund loan to provide the cash needed for the Whistle Lake Water Reservoir

Mid-Biennial Update

- Review of revenue projections against existing 2018 budget:
 - September Finance update to Council illustrated all revenues tracking to or exceeding projections, based on September 2017 actual data.
 - No significant unexpected expenditures have been noted to date.
- Unexpected expenditure increases:
 - A few housekeeping items need to be addressed, Council has already seen most of the issues in the 2017 budget amendments.
 - Prilled Sulfur / Pavement management
 - Lodging tax
 - Planning Department third party review
 - Senior services (Meals on Wheels)
 - Volunteer firefighter pay
- New issues:
 - Facility projects bumped from 2017 to 2018
 - Public safety final payment on 911 equipment due
 - ERR increases
 - Information Technology (computing costs)

Mid-Biennial Update

- A number of REET funded Facility projects approved for 2017 will not be accomplished in the current budget year, and are requested to be moved to 2018.
- The loss of prilled sulfur requires the same adjustment be made to 2018 as 2017.

Fund	Description	Expense	Revenue
General Fund	City Hall Automatic door openers	15,000	
335	REET 1		15,000
General Fund	ADA Transition Improvements	35,000	
335	REET 1		35,000
General Fund	Carpet replacement	25,000	
335	REET 1		25,000
General Fund	City Hall window replacement	50,000	
335	REET 1		50,000
General Fund	Elevator Upgrade	50,000	
335	REET 1		50,000
General Fund	Senior Center Roof	65,000	
335	REET 1		65,000
General Fund	Interior Painting Fire Station 1 & 2	9,000	
335	REET 1		9,000
104	Pavement management	1,115,000	
104	Prilled sulfur		-
104	Utility tax		253,810
106	Car tabs		317,000
335	REET 1		544,190
			<u>1,115,000</u>

Mid-Biennial Update

- Lodging tax revenues are projected higher than originally budgeted. Third party review in Planning Department revenues and expenses were not anticipated during budget development. The expense for Meals on Wheels was not part of the Senior Center transition. Volunteer firefighter pay is being increased, offset with Tribal payment for services.

135.240.557.30.41	Lodging tax awards	305,250	
135.240.313.31.00	Lodging tax revenues		407,000
135.240.308.90.00	Lodging tax 25% set aside		(101,750)
001.240.558.60.41	3rd party review	50,000	
001.240.345.89.00	Other Planning Services		50,000
001.240.569.00.51	Sr Services not budgeted	30,000	
001.000.311.10.00	General fund taxes		30,000
001.320.522.45.14	Fire Volunteer - Training	7,220	
001.320.522.30.14	Fire Volunteer - Prevention	1,031	
001.320.522.20.14	Fire Volunteer - Suppression	44,748	
001.000.311.10.00	General fund property tax		53,000
110.320.311.10.00	EMS Property tax	53,000	
110.320.342.60.00	Tribe EMS contribution		53,000

Mid-Biennial Update

- Equipment rental increases in governmental funds. Information Technology (IT) increases in governmental funds. Final payment to county for 911 equipment costs.
- These adjustment requirements will be covered by anticipated revenue increases.

001.320.522.10.41	Westside payment	31,855	
001.320.522.10.41	Volunteer coordinator	(27,600)	
001.240.569.00.51	Sr Services not budgeted	30,000	
Gov Wide	ERR charges government funds	44,339	
Gov Wide	IT governemtn funds	72,833	
Governmental funds	Property, sales, utility taxes		151,427

2018 Water Revenues	Adopted	Adjusted
Fund balance	1,562,923	82,928
Grants	205,000	-
Charges	9,220,267	10,767,657
Interdepartment	48,662	99,610
Irrigation	182,157	218,092
Plan Checking Services	1,780	348
Interest	113,682	124,455
Capital Contributions	6,860,582	6,890,582
Refinery Debt Capital	2,285,184	2,434,472
ARRA Bonds Subsidy	590,728	590,728
Leases	22,580	22,580
Meter Installation Fees	94,378	94,378
General Facilities Charges	272,565	272,565
	<u>21,460,488</u>	<u>21,598,395</u>
Expense budget	21,460,488	21,598,395

2018 Sewer Revenues	Adopted	Adjusted
Fund balance	(634,595)	(125,531)
Charges	5,246,367	4,767,485
Interdepartment	25,716	33,847
Interest	80,214	80,214
GFC's	820,168	820,168
Plan check	5,221	5,221
	<u>5,543,091</u>	<u>5,581,404</u>
Expense budget	5,543,091	5,581,404

2018 Storm Revenues	Adopted	Adjusted
Fund balance	87,167	(337,385)
Interest	2,282	2,594
Interdepartment	20,619	28,758
Charges	894,079	1,288,163
Plan check	2,636	2,636
GFC's	121,707	121,707
	<u>1,128,491</u>	<u>1,106,474</u>
Expense budget	1,128,491	1,106,474

2018 Solid Waste Revenues	Adopted	Adjusted
Fund balance	123,054	(224,430)
Interest	11,371	11,371
Solid Waste Services	2,048,006	2,300,086
Pre-Paid Bags - Retail	2,413	3,641
Pre-Paid Bags - Wholesale	14,712	14,468
Interdepartmental	43,588	51,411
Recycling - Residential	739,998	739,998

Organics	405,349	405,349
Plan check	<u>2,663</u>	<u>2,663</u>
	3,391,155	3,304,557
Expense budget	3,391,155	3,304,557



CREEKSIDE VILLAGE P.U.D
OWNERS ASSOCIATION

November 1, 2017

To: Mayor Laurie Gere
City of Anacortes Council Members:
Ryan Walters Mitt Miller
Brad Adams Liz Lovelett
Erick Johnson Erica Picket
Bruce McDougall

From: Creekside Village Home Owners Association Board

Subject: Letter to be entered into the record at the November 6, 2017 Council Hearing.
Accurate Classification of Creekside Village as a Single Family Neighborhood as it
Pertains COA Water District Meters.

At a recent council Monday evening meeting, there was a discussion regarding COA's Water District budgeting and more specifically a discussion regarding Single Family or Multi Family designations. At that meeting our Treasurer spoke to the council to assist in clarifying the differences between Single Family and Multi Family designations. After that meeting adjourned, some suggested that a written description be offered to the Mayor and council members.

Common Myths When Referencing Single Family Neighborhoods vs. Multi-Family Units.

1. Neighborhoods that have an HOA are Multi Family in Nature: **FALSE**
Both single family and multi family projects can have an HOA. However, Duplex, Tri-Plex and Four-Plex buildings (Multi Family) often don't require one when the subject building is by itself without other units and or doesn't common space or amenities. Single Family projects that utilize a formal HOA, are often those with common ground amenities needing ongoing maintenance, ie entry monuments, private roads, open green belts, common play grounds etc that are all within the boundaries of the neighborhood or plat.
2. Buildings with units of two or more dwellings with a common wall are automatically Multi-Family: **FALSE**
Single Family dwellings with a common wall are referred by the Mortgage Investors such as FNMA, FHA, VA Freddie MAC, and conventional lenders such as banks and mortgage companies as Single Family Attached vs Single Family Detached. Single Family Attached can be one or two story units as long as the two story unit is for one family. Each Single

Family Attached dwelling is sold with Fee Simple ownership, the same as Single Family Detached. As an example, a DuPlex is two single family dwelling units, but owned by one single ownership and cannot be individually sold. Hence the beginning of Multi-Family. A two unit common wall single family dwelling is owned in Fee Simple ownership by one owner for each unit. Hence the beginning of Single Family Attached. This designation is not only recognized by the investor community but in Title Transfer recordation community as well.

3. Neighborhoods that have what appears to be large open spaces are always Multi-Family: **FALSE** Both Single Family and Multi Family can have open common grounds. The difference lies in how common spaces are managed. Ie A Single Family neighborhood can have different parcels of ground for designated wet lands, NGPE's, greenbelts, play grounds, etc that are commonly owned and administered by the Neighborhood HOA that is a registered and licensed entity with the state. Single Family Attached neighborhoods are managed in the same way.

Specifically To Creekside Village:

1. Creekside has a mix if single unit detached, two unit and 3 unit detached Single Family Units. All are owned with fee simple title. All have specific ownership of their footprint. If financed all are recognized as Single Family dwellings.
2. Some have observed the open spaces within Creekside and made the leap to believe this together with common wall units translates to Multi-Family. When the reality is that Creekside has a total 25.3 acres shared by 74 single family dwellings. This equates to 14,892 sq. ft. which equals approximately .34 or 1/3 acre. As commonly known, there are a large number of single family detached neighborhoods with far larger and smaller lots than 1/3 acre.
3. All utilities, ie water, gas, electric, cable if used, and land line phones are all paid by each individual owner of their single family dwelling.

With the above described differences, we the owners of the 74 single family attached dwellings trust that the Anacortes City Council agrees with all real estate businesses, utilities and mortgage investment entities as well as other City and County municipalities, that Creekside Village is in any measurement a Single Family Neighborhood and in no way can be viewed as Multi-Family.

Respectfully submitted by,
Creekside Village HOA Board.

Jerome Robbins President, Dick Walsh Vice President, Babs Glasgow Secretary, Norm Culbert Treasurer and Nathaniel Nord Board Member.



City Council Agenda Bill

Meeting Date: 11/6/2017

Agenda Item: 7b

Subject: In city water rates

Staff Contact: Steve Hoglund, Fred Buckenmeyer

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

Action Type	
x	Ordinance No. 3013
	Code Revision? Yes
x	Resolution No. 1996
	Contract
	Public Hearing
	Staff Report

Summary Statement: The attached resolution would adopt Cost of Service water rates which would establish a new multifamily rate. Also enclosed is an ordinance which would add definitions to the Water section of city code clarifying which customers would receive multifamily and residential rates.

Background Cost of City water rates were presented to City Council by consultant FCS Group on October 2, 2017, and discussion of those rates has continued at each subsequent regular City Council meeting. The proposed rates would become effective January 1, 2018, with the following rate changes proposed:

Water Rate Increases as a % with Mutifamily					
	2016	2017	2018	2019	2020
Single Family Residence	36%	18%	8.6%	7%	4%
Commercial	36%	18%	8.7%	7%	4%
Multi Family	36%	18%	-19.1%	7%	4%

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Ordinance 2961 rewriting the water section of Anacortes municipal code, resolutions 1928 and 1950 updating in city water rates.

Competing Viewpoints Considered: N/A

Recommended Motion: I move to adopt Ordinance 3013 and Resolution 1996 as presented.

Alternative Actions: N/A

Attachments (listed in order presented): Resolution 1996 updating in city water rates and establishing a multifamily rate; Ordinance 3013 updating AMC section 13.2 with user group definitions.

RESOLUTION 1996

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES
ESTABLISHING FEES FOR THE WATER UTILITY

WHEREAS, the City of Anacortes has been informed of and discussed the status and condition of critical water infrastructure requiring maintenance, requiring a revision to existing rates; and

WHEREAS, the City of Anacortes desires to establish a Multifamily water rate based on cost of service as determined by the FCS Group, the findings of which were presented to City Council on October 2, 2017; and

WHEREAS, the Anacortes City Council is empowered by Section 13.32.005 to pass fees for the water utility by resolution.

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

Section 1.

1. Attachment A hereto is hereby adopted.
2. On January 1st of each year, the fees and charges for water set out in this resolution shall be indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton—All Urban Wage Earners (CPI-U) for the previous October, or other comparable index if not published. The treasurer shall adjust the fees and publish them each December to take effect on all goods and services delivered or contracted after the beginning of each year. In no event shall the change in rates be less than zero percent in any given year. Unit prices and all other charges shall be to the nearest cent.
3. In addition to the rates set forth in attachment A there shall be charged an additional amount equal to the amount of any tax levy for the solid waste utility, which amount shall be part of the total bill payable by the water customer.

Section 2. This resolution shall take effect for water utility charges incurred on and after January 1, 2018.

PASSED and APPROVED on this 6th day of November, 2017.

AYES _____

NAYS _____

ABSENT _____

CITY OF ANACORTES:

BY: _____
LAURIE M. GERE, MAYOR

ATTEST:

APPROVED AS TO FORM:

Steve D. Hoglund
City Clerk Treasurer

Darcy J. Swetnam, WSBA # 40530
City Attorney

WATER

Regular water rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2015-October 2016 2.436%

<<<2016-2017 CPI not yet available

Residential and Commercial Rates changed for 2018 based on FCS Rate Study. See study materials for information.

Rates Effective 1/1/2017**Rates Effective 1/1/2018****Water Residential and Commercial Charges**

CPI not applicable to base and consumption rates for 2018

Monthly Fixed Charge**Meter Size (Inches)****Residential****Commercial****Residential****Commercial****Multi-Family**

5/8 x ¾

\$

16.51

\$

24.77

\$

17.92

\$

26.92

\$

20.03

¾

\$

16.51

\$

24.77

\$

17.92

\$

26.92

\$

20.03

1

\$

27.58

\$

41.36

\$

29.94

\$

44.94

\$

33.45

1½

\$

54.99

\$

82.48

\$

59.69

\$

89.62

\$

66.70

2

\$

88.02

\$

132.03

\$

95.55

\$

143.47

\$

106.77

3

\$

\$

264.06

\$

286.93

\$

213.54

4

\$

\$

412.69

\$

448.43

\$

333.73

6

\$

\$

825.62

\$

897.13

\$

667.65

8

\$

\$

1,321.04

\$

1,435.46

\$

1,068.28

Monthly Consumption Charge**Residential****Commercial****Residential****Commercial****Multi-Family**

All consumption per cubic foot (CF)

\$

0.018349

\$

0.027523

\$

0.019900

\$

0.029900

\$

0.022300

All consumption per gallon*

\$

0.002453

\$

0.003679

\$

0.002660

\$

0.003997

\$

0.002981

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

Water General Facilities Charges~

Meter Size (Inches)	GFC In-City	Including taxes & fees	GFC In-City	Including taxes & fees
5/8 x 3/4	\$ 2,703.69	\$ 4,038.91	Not Yet Available	
1	\$ 3,649.99	\$ 5,105.05		
1½	\$ 7,299.96	\$ 9,217.34		
2	\$ 11,679.94	\$ 14,152.09		
3	\$ 23,359.88	\$ 27,311.41		
4	\$ 36,499.82	\$ 42,115.64		
6	\$ 72,999.64	\$ 83,238.51		
8	\$ 116,799.41	\$ 132,585.96		
10	\$ 167,899.15	\$ 190,157.98		

~ GFC Rate Includes meter installation fees. If installation costs exceed current installation fee, additional fees will be assessed.

Water Agriculture Irrigation*

Agriculture Meter (double check)	\$ 354.20	Not Yet Available	
Agriculture Consumption Rate	\$ 231.83 Per Million Gallons	Not Yet Available	Per Million Gallons
*Agriculture water charged for variable rate only, fixed costs of water system not included		*Agriculture rate will be tied to the contractual wholesale rate	

Water Additional Fees

Meter Installation Fee, up to 1"	\$ 860.21	Not Yet Available	
Including taxes	\$ 969.16	Not Yet Available	
Meter Installation Fee deposit, greater than 1"	\$ 860.21 towards install cost	Not Yet Available	towards install cost
Standpipe Water Charges	\$ 0.022770 Per Cubic Foot	\$ -	Per Cubic Foot
Construction Meter Charges*	\$ 50.00	\$ 50.00	
Flat fee up to 60 days, up to 1000CF, billed at standpipe rate after CF cap.			
Including taxes	\$ 56.33	\$ 56.33	
Water service fee*	\$ 75.00	\$ 75.00	
After hours additional water service fee*	\$ 75.00	\$ 75.00	

*No subject to CPI adjustments

ALL RATES ARE SUBJECT TO CHANGE BASED ON CITY COUNCIL DECISIONS

Sewer Rates

SEWER

Regular sewer rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2015-October 2016 2.436%

CPI NOT YET
DETERMINED

Rates Effective 1/1/2017				Rates Effective 1/1/2018				
Sewer Residential and Commercial Charges								
Monthly Fixed Charge								
Meter Size (Inches)	Residential		Commercial		Residential		Commercial	
5/8 x ¾	\$	32.77	\$	32.77	\$	33.57	\$	33.57
¾	\$	39.34	\$	39.34	\$	40.30	\$	40.30
1	\$	45.89	\$	45.89	\$	47.01	\$	47.01
1½	\$	59.00	\$	59.00	\$	60.44	\$	60.44
2			\$	95.06			\$	97.38
3			\$	360.56			\$	369.34
4			\$	458.90			\$	470.08
Monthly Consumption Charge								
	Residential		Commercial		Residential		Commercial	
SIC 1 consumption per cubic foot	\$	0.023325	\$	0.023325	\$	0.023893	\$	0.023893
SIC 1 consumption per gallon*	\$	0.003118	\$	0.003118	\$	0.003194	\$	0.003194
SIC 2 consumption per cubic foot			\$	0.029131			\$	0.029841
SIC 2 consumption per gallon*			\$	0.003895			\$	0.003990
SIC 3 consumption per cubic foot			\$	0.056705			\$	0.058086
SIC 3 consumption per gallon*			\$	0.007580			\$	0.007765
SIC 4 consumption per cubic foot			\$	0.009226			\$	0.009451
SIC 4 consumption per gallon*			\$	0.001233			\$	0.001263
SIC 4: BOD per pound			\$	1.223262			\$	1.253059
SIC 4: TSS per pound			\$	0.746397			\$	0.764579

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

Sewer General Facilities Charges

Type	GFC In-City		Including taxes & fees		GFC In-City		Including taxes & fees	
Singe Family	\$	8,561.88	\$	9,206.33	\$	8,770.44	\$	9,430.59
Duplex	\$	17,123.76	\$	18,412.66	\$	17,540.87	\$	18,861.18

Regular solid waste rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2015-October 2016

2.436%

CPI NOT YET DETERMINED

Rates effective 1/1/2017

Rates effective 1/1/2018

Solid Waste Residential Rates, includes structures with more than one living unit

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes	Monthly Rate	Additional Totes
Organics Tote	32, 64, 96 gallon	n/a	n/a	\$11.40	\$11.40	\$11.68	\$11.68
Recyclables Tote	32, 64, 96 gallon	1	n/a	\$9.33	\$9.33	\$9.56	\$9.56
Refuse Tote	21 gallon	1	1	\$7.26	n/a	\$7.43	n/a
Refuse Tote	32 gallon	n/a	3	\$13.48	\$13.48	\$13.80	\$13.80

Solid Waste Commercial Rates

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes	Monthly Rate	Additional Totes
Organics Tote - Restaurants only	96 gallon	n/a	n/a	\$16.59	\$16.59	\$16.99	\$16.99
Recyclables Tote	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Refuse Tote	21 gallon	n/a	1	\$7.26	n/a	\$7.43	n/a
Refuse Tote	32 gallon	n/a	5	\$13.48	\$13.48	\$13.80	\$13.80
Refuse Tote	96 gallon	n/a	2	\$37.32	\$37.32	\$38.23	\$38.23

Recycling Container Rates - Residential

Container Size	Monthly Rate	Extra Collections	Monthly Rate	Extra Collections
1 Cubic Yard	\$25.92	\$15.55	\$26.55	\$15.93
2 Cubic Yard	\$46.65	\$20.73	\$47.79	\$21.24
3 Cubic Yard	\$72.57	\$25.92	\$74.33	\$26.55
6 Cubic Yard	\$93.30	\$31.10	\$95.57	\$31.86
8 Cubic Yard	\$134.77	\$41.47	\$138.05	\$42.48

Refuse Drop Box Rental Rates PERMANENT - Commercial

Container Size	Monthly Rate, for rented box only	Delivery Fee	Tonnage Fee Per Ton*	Haul Fee Compactor Box	Haul Fee Non Compactor Box	Monthly Rate, for rented box only	Delivery Fee	Tonnage Fee Per Ton*	Haul Fee Compactor Box	Haul Fee Non Compactor Box
10 Cubic Yard	\$103.67	\$77.75	At Cost plus \$1.00/ton	\$191.78	\$171.05	\$106.19	\$79.64	At Cost plus \$1.00/ton	\$196.45	\$175.22
30 Cubic Yard	\$103.67	\$77.75	At Cost plus \$1.00/ton	\$191.78	\$171.05	\$106.19	\$79.64	At Cost plus \$1.00/ton	\$196.45	\$175.22

*Not subject to CPI adjustments

*Not subject to CPI adjustments

Refuse Drop Box Rental Rates TEMPORARY - Prepayment Required

Container Size	Delivery, Removal & 7 Days	Haul Fee Non Compactor Box	Tonnage Fee Per Ton*	Daily Rate, Starting 8th Day	Pre-Pay amount, includes tax
10 Cubic Yard	\$ 281.95	\$171.05	At Cost plus \$1.00/ton	\$15.55	\$327.16
30 Cubic Yard	\$ 281.95	\$171.05	At Cost plus \$1.00/ton	\$15.55	\$327.16

*No subject to CPI adjustments

Delivery, Removal & 7 Days	Haul Fee Non Compactor Box	Tonnage Fee Per Ton*	Daily Rate, Starting 8th Day	Pre-Pay amount, includes tax
\$288.82	\$175.22	At Cost plus \$1.00/ton	\$15.93	\$335.13
\$288.82	\$175.22	At Cost plus \$1.00/ton	\$15.93	\$335.13

*No subject to CPI adjustments

Refuse Container Rates PERMANENT - Commercial

Container Size	Monthly Rate	Extra Collections
1.5 Cubic Yard	\$98.48	\$25.92
2 Cubic Yard	\$119.22	\$31.10
3 Cubic Yard	\$171.05	\$41.47
6 Cubic Yard	\$336.92	\$88.12
8 Cubic Yard	\$450.95	\$114.03

Monthly Rate	Extra Collections
\$100.88	\$26.55
\$122.12	\$31.86
\$175.22	\$42.48
\$345.12	\$90.26
\$461.93	\$116.81

Refuse Container Rates TEMPORARY - Prepayment required

Container Size	Delivery, Removal & 7 Days	Daily Rate, Starting 8th Day	Extra Collections	Pre-Pay amount, includes tax
1.5 Cubic Yard	\$98.48	\$3.11	\$57.02	\$114.27
2 Cubic Yard	\$114.03	\$4.15	\$67.38	\$132.31
3 Cubic Yard	\$134.77	\$5.70	\$82.93	\$156.37
6 Cubic Yard	\$191.78	\$10.37	\$134.77	\$222.53
8 Cubic Yard	\$233.25	\$15.55	\$171.05	\$270.64

Delivery, Removal & 7 Days	Daily Rate, Starting 8th Day	Extra Collections	Pre-Pay amount, includes tax
\$100.88	\$3.19	\$58.41	\$117.06
\$116.81	\$4.25	\$69.02	\$135.54
\$138.05	\$5.84	\$84.95	\$160.18
\$196.45	\$10.62	\$138.05	\$227.95
\$238.93	\$15.93	\$175.22	\$277.24

Solid Waste Additional Fees

Description	Per Unit
Additional Organics Dump	\$5.18
City Garbage Bags	\$4.15
City Garbage Bags - Retail Outlet Price	\$3.89
Non-Refrigerated Appliance	\$25.92
Organics Tote Cleaning Fee	\$10.37
Refrigerated Appliance	\$36.28
Refuse Overtime Call-Out, Per Hour	\$57.02
Replacement Tote Due To Negligence	At Cost plus \$10.12
Return Trip Fee (Blocked Container)	\$25.92
Special Haul Per Cubic Yard	\$36.28
Organics Return Trip	\$10.00
Recycling Return Trip	\$10.00

Per Unit
\$5.31
\$4.25
\$3.98
\$26.55
\$10.62
\$37.17
\$58.41
At Cost plus \$10.12
\$26.55
\$37.17
\$10.00
\$10.00

STORM

Effective 1/1/2018 until 12/31/2022, the monthly fixed rate charge for storm residential and commercial charges will not be subject to CPI adjustments. Rate changes are as indicated below.

Regular storm rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U)

		Rates Effective 1/1/2017	Rates Effective 1/1/2018	Rates Effective 1/1/2019	Rates Effective 1/1/2020	Rates Effective 1/1/2021	Rates Effective 1/1/2022
Storm Residential and Commercial Charges							
Monthly Fixed Charge							
Single Family Residential (flat fee)	\$	5.12	\$ 9.00	\$ 9.50	\$ 10.50	\$ 11.50	\$ 12.50
Commercial per ERU per Month	\$	5.12	\$ 9.00	\$ 9.50	\$ 10.50	\$ 11.50	\$ 12.50
One ERU is 3,600 square feet of impervious area							

Effective 1/1/2018 until 12/31/2018 all charges for properties located in the HM or LM1 zones will be charged a reduced rate of 10% of current charges. Effective 1/1/2019 until 12/31/2022 this rate reduction will decrease by 5% per year. Effective 1/1/2023 until 12/31/2028 this rate reduction will decrease by 10% per year. Effective 1/1/2029 all storm charges for properties located in the HM or LM1 zones will be charged the current charges without any reductions.

Monthly Fixed Charge (HM and LM1 Zones)		Rates Effective 1/1/2018	Rates Effective 1/1/2019	Rates Effective 1/1/2020	Rates Effective 1/1/2021	Rates Effective 1/1/2022
% of current rate		10%	15%	20%	25%	30%
Single Family Residential (flat fee)	\$	0.90	\$ 1.43	\$ 2.10	\$ 2.88	\$ 3.75
Commercial per ERU per Month	\$	0.90	\$ 1.43	\$ 2.10	\$ 2.88	\$ 3.75

Monthly Fixed Charge (HM and LM1 Zones)		Rates Effective 1/1/2023	Rates Effective 1/1/2024	Rates Effective 1/1/2025	Rates Effective 1/1/2026	Rates Effective 1/1/2027	Rates Effective 1/1/2028
% of current rate		40%	50%	60%	70%	80%	90%

Storm General Facilities Charges

Type							
Per 3,600 square feet of impervious area	\$	1,442.36	\$ 1,442.36	\$ 1,485.63	\$ 1,530.20	\$ 1,576.11	\$ 1,623.39
Including Tax	\$	1,550.93	\$ 1,550.93	\$ 1,597.46	\$ 1,645.38	\$ 1,694.74	\$ 1,745.58

ORDINANCE 3013

AN ORDINANCE AMENDING CHAPTER 13.20 OF THE CITY OF ANACORTES MUNICIPAL CODE.

WHEREAS, the City Council of the City of Anacortes finds that the sale of water is a necessary and valuable public resource, and

WHEREAS, there are currently only two rate classes defined, and the City Council of the City of Anacortes finds this is not sufficient to meet the needs of all classes of water user and wishes to establish further rate classes and definitions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANACORTES DOES
HEREBY ORDAIN AS FOLLOWS:

Section 1. AMC Chapter 13.24.010 “Definitions” is hereby amended to read in its entirety as follows:

13.24.010 - Definitions.

For the purpose of this chapter the words set out in this section, and associated documents, such as the unified fee schedule, shall have the following meanings:

- A. "Backflow" means the flow other than the intended direction of flow of any foreign liquids, gases, or substances into the distribution system of a public water supply.
- B. "Backflow prevention device" means a device to counteract back pressure or prevent back siphonage approved by the Washington State Board of Health in C. "Cross connection" means any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage, or other waste or liquids of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as a result of backflow.
- D. "Superintendent" shall mean the superintendent of the Anacortes Water Department.
- E. Single Family Residence (SFR) shall mean a single residential building unit that is served by a single water meter, including zero-lot-line SFR. SFR shall also include irrigation meters associated with SFR, which includes homeowners associations that support single family residences.
- F. Multifamily shall mean multifamily buildings that are supported by a single water meter. This includes duplexes, triplexes, fourplexes, apartment buildings, condo buildings, and includes irrigation meters that support these multifamily buildings.
- G. Commercial/Industrial/Other shall mean all other meters that do not fall under the categories of Single Family Residence or Multifamily. This includes all meters other than irrigation meters associated with homeowners associations, includes all parks, and includes all other meters not specifically defined in this chapter.

The Finance Director is authorized to make judgements about which rate class a meter qualifies for.

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

PASSED by the City Council and APPROVED by the Mayor of the City of Anacortes, Washington, this 6th day of November, 2017 at a regular open public meeting thereof.

AYES _____

NAYS _____

ABSENT _____

CITY OF ANACORTES:

BY: _____
LAURIE M. GERE, MAYOR

ATTEST:

APPROVED AS TO FORM:

Steven D. Hoglund
City Clerk Treasurer

Darcy Swetnam, WSBA # 40530
City Attorney

Anacortes Water Fund - 2016 - cost to ag users

Allocation	Gallons purchased	Percent	
Oak Harbor	758,409,139	11.6048%	
La Conner	137,172,337	2.0989%	Includes irrigation 14,997,924 gal
PUD	56,354,475	0.8623%	
Swinomish	45,326,169	0.6936%	
Tesoro	1,947,466,413	29.7991%	
Shell	2,746,152,512	42.0201%	
DM&DS	23,820,541	0.3645%	Del Mar & Deception Shores
Retail	742,075,476	11.3548%	
Irrigation	78,546,844	1.2019%	
Totals	6,535,323,906	100%	
Acct no.	Description	Expend	Alloc Agricultural
711.534.00	Water utilities	1,330,724	87.99% 1,170,853
711.553.00	Conservation		
712.534.00	Water utilities - eng		
730.534.10	Water treatment plant	1,967,366	1,967,366
730.534.20	Intake operations	178,220	178,220
730.534.30	Distribution reservoirs		retail
740.534.13	Water maint admin	253,905	54.2% 137,617
740.534.61	Water transmission	121,084	121,084
740.534.62	Water distribution other		retail
"	Water distribution labor		48.8%
740.534.63	In City maintenance		retail
740.534.64	Fire hydrants maint		retail
Allocated fixed costs		3,851,300	3,575,140
Agricultural fixed cost/mg			\$ 547.05
730.530.10	Chemicals		339,235
730.534.10	Electricity		1,005,211
Allocated variable costs			1,344,446
Agricultural variable cost/mg			\$ 205.72
Total O&M cost per mg to Ag users			\$ 752.77
Capital cost	5,591,489	67,203	\$ 855.58
Total O&M + Capital			\$1,608.35
Resolution 1982 price/mg			\$ 231.83
Growth			6.9
Three year phase-in		2018	\$ 536.12
		2019	\$1,072.23
		2020	\$1,608.35

Anacortes Municipal Code

13.32.035 - Agriculture irrigation.

Property that is in commercial farm and agricultural production, and is available to be served by the city or by one of the city's regional customers under contract with the city, may be eligible for the rate established by council resolution for irrigation of such property. For purposes of this section, "property that is in commercial farm and agricultural production" shall have the same meaning as "farm and agricultural land" under RCW 84.34.020 2. Agricultural irrigation water rates are not applicable to domestic water uses, including housing or agricultural product treatment or processing. Each connection to a city main shall be installed and monitored by city staff.

(Ord. No. 2909, § 2, 8-5-2013; Ord. No. 2961, § 2, 10-5-2015)

**AN ORDINANCE OF THE CITY OF ANACORTES, WASHINGTON,
RELATING TO THE CITY WATER UTILITY AND WATER SUPPLY
SYSTEM; SETTING RATES AND CHARGES FOR AGRICULTURE
IRRIGATION PURPOSES; AND, ADDING A NEW SECTION 13.32.035
TO THE ANACORTES MUNICIPAL CODE.**

THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, does hereby
ordain as follows:

SECTION 1. RECITALS AND FINDINGS

1.1 For many years, the agricultural industry has provided the Skagit Valley with a strong economy and a rich heritage. Yet, like all sectors of the economy, the industry can face challenges. The City recognizes that these challenges often include water shortages during the summer months. In an effort to help offset the negative impacts of these periodic shortages, the City offers its available water resources to support Skagit Valley agriculture.

1.2 The City has maintained an agricultural irrigation service rate for areas in proximity to the City's service area. To further facilitate the City's support of the agricultural industry, the City of Anacortes Water Utility entered into a "Provider Agreement for Agriculture Irrigation Water Service" with the Town of La Conner (the "Agreement"). The Agreement, in part, facilitates agriculture irrigation service to agriculture customers at a reduced rate (the City's cost of water production).

1.3 In the Agreement, the Town of La Conner will install meters and connections to the Town's water utility to agriculture customers: measure and meter the volume of water delivered to agriculture customers; read those meters monthly; and, report those monthly water volumes to the City's Water Utility.

1.4 The City will bill agriculture customers for the water used as reported by the Town to the City, at the rate established under this Ordinance.

1.5 This Ordinance ratifies and confirms the City's Agriculture Irrigation water rate and the process for setting that rate.

SECTION 2. NEW SECTION OF THE AMC

A new Section 13.32.035 of the AMC is adopted to read as follows:

13.32.035 Agriculture Irrigation. Property that is in commercial farm and agricultural production, and is available to be served by the City or by one of the City's regional customers under contract with the City, may be eligible for the rate established by this section for irrigation of such property. For purposed of this Section, "property that is in commercial farm and agricultural production" shall have the same meaning as "farm and agricultural land" under RCW 84.34.020 (2). Agricultural irrigation water rates are not applicable to domestic water uses, including housing or agricultural product treatment or processing. The City's agricultural irrigation rate shall be established by the City Water Utility at the actual cost of producing treated water at the water treatment plant plus applicable taxes; and, the cost of meters, appurtenances, and connection charges (if any). Each connection to a City main shall be installed and monitored by City staff. Annually, the public works director shall calculate and review the cost of producing water at the water treatment plant and revise the rate authorized herein, consistent with this section.

SECTION 3. EFFECTIVE DATE

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

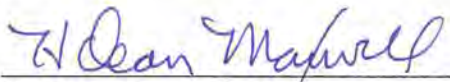
SECTION 4. RATIFICATION AND CONFIRMATION

Any act prior to but consistent with this ordinance is hereby ratified and confirmed.

SECTION 5. ADOPTION

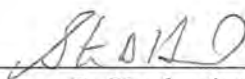
PASSED by the City Council and APPROVED by the Mayor of the City of Anacortes,
Washington, this 5th day of August, 2013 at a regular open public meeting thereof.

AYES 7 NAYS 0 ABSENT 0



H. Dean Maxwell, Mayor

ATTEST:



Steven D. Hogland, City Clerk/Treasurer

328 N. 3rd
La Conner, WA 98257
October 2, 2017

Mayor Laurie Gere, Mayor of Anacortes
City Council Members
PO Box 547
Anacortes, WA 98221

Dear Mayor Gere and Council Members:

The Anacortes Municipal Code 13.32.035 provides that a deduction may be given for water consumed for agricultural irrigation. Anacortes Ordinance 2909 directs how that offset shall be applied to La Conner.

The following shows the amount of irrigation water sold to farmers in the La Conner system:

Year	Amount	Cost	Should be	Fixed charge	Paid	Overpaid
2015	28,219,497 gal	221.93 per mg	6,262.75	584.02 per mg	16,480.75	10,217.00
2016	14,997,924 gal	231.26 per mg	3,468.42	630.11 per mg	9,450.34	5,981.92
					Total	16,198.92
2017	16,392,757 gal	237.40 per mg (through August)				

It is requested that the City Council vote to approve or disapprove a deduction of irrigation water for all three years.

This analysis does not consider the \$106,263 charge for property taxes that was left out of the reconciliation for 2016. This affects the fixed charge for 2016, which should be \$645.03.

The City Council has never approved changes to the Gray & Osborne Rate Study of 2005, affecting the reconciliation of O&M costs. In 2013 significant changes were made to the chart of accounts, affecting how the cost of customer records, legal services, inventory management, locates, and labor in distribution were allocated. It is requested that this be reviewed and confirmed in a resolution or ordinance, otherwise the City owes the Town an additional \$19,849. This calculation has been provided in prior communication, but can be provided again.

Sincerely,

Dan O'Donnell

cc: Finance Director

Irrigation - La Conner

Year	Amount (gal)	Cost/mg	Should be	Fixed chg/mg	Paid	Overpaid
2015	28,219,497	104.00	2,934.83	584.02	16,480.75	13,545.92
2016	14,997,924	231.83	3,476.97	630.11	9,450.34	5,973.37
					Total	19,519.30
2017	18,035,806	231.83	4,181.24	?		
Cost/mg prior to October 1, 2015 = \$104.00 as set forth in 2014 Utility Billing Rates and Services						
Cost/mg per Anacortes Resolution 1931 effective after October 1, 2015 = \$221.93						
Cost/mg per Anacortes Resolution 1950 effective after April 1, 2016 = \$231.83						
Cost/mg per Anacortes Resolution 1982 effective after January 1, 2017 = \$231.83						
Fixed charges per reconciliation spreadsheets supplied by Anacortes						
Amount overpaid to be refunded to farmers						

AMENDMENT

To Water Supply Agreement 2017-2036

By and between the City of Anacortes and the Town of La Conner

WHEREAS, the agreement provides no guidance on irrigation water, and

WHEREAS, the Anacortes Municipal Code provides for deduction of irrigation water and charging at a rate set by resolution of the City Council.

NOW, THEREFORE the contract is amended as follows:

No change is necessary to the method of making the monthly charge for water.

At the end of the growing season the Town shall inform the City of the total gallons of water used for irrigation.

At reconciliation that number shall be deducted from total Town usage, and shall be added in a separate line to the variable charge. It shall be charged at the rate set by the City Council.

This amendment is retroactive to the operating year of 2015.

DONE in open session this _____ day of _____, 2017.

Laurie Gere, Mayor of Anacortes

DONE in open session this _____ day of _____, 2017.

Ramon Hayes, Mayor of La Conner



City Council Agenda Bill

Meeting Date: 11/6/2017

Agenda Item: 7c

Subject: Agriculture Irrigation Rates

Staff Contact: Steve Hoglund, Fred Buckenmeyer

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

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

Summary Statement: The City is currently considering increasing Agriculture irrigation rates. The rate currently indexes against only the variable portion of the wholesale water rate. The attached proposal would phase in an increase the Agriculture irrigation water rate to the full wholesale water rate over a 3-year period.

Background: This is a continued discussion of Agriculture Irrigation water rates that began before City Council at its October 16, 2017 regular meeting.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Ordinance 2961 (water code section), Resolution 1950 (updating contractual and agriculture irrigation rates)

Competing Viewpoints Considered: Agriculture irrigation rates should not be changed and left to index to the variable portion of wholesale water rates only.

Recommended Motion: N/A

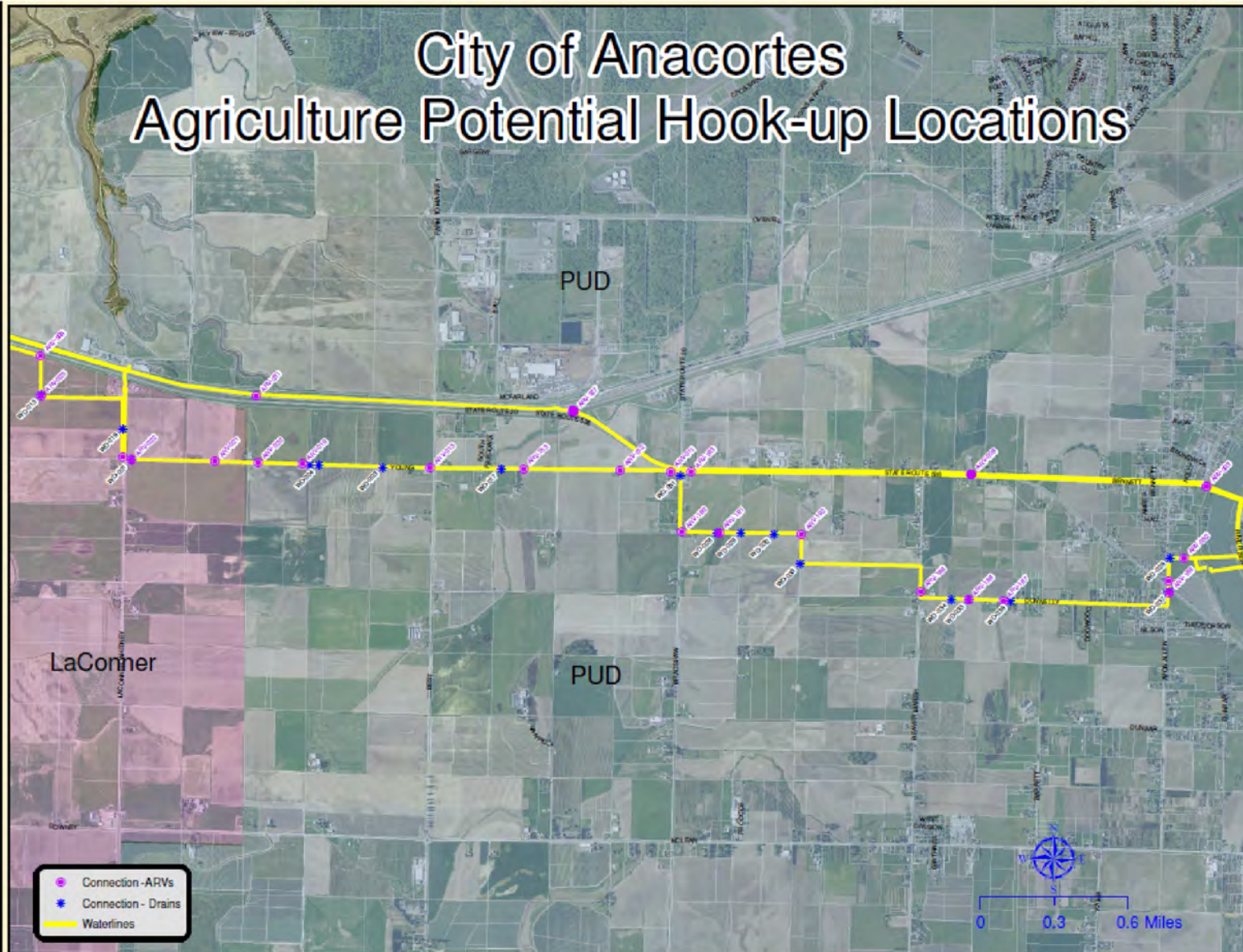
Alternative Actions: Do nothing, leave Agriculture Irrigation rates as is.

Attachments (listed in order presented): Slide presentation

Agriculture Irrigation



City of Anacortes Agriculture Potential Hook-up Locations



Current Ag Rates in West Skagit County

- All three water purveyors in West Skagit County provide water to Ag customers.
- Anacortes and La Conner have rates specifically for Ag customers. The PUD charges the same consumption rate to all customer types.
- In 2015 the City Ag rate was indexed to the wholesale variable rate, currently \$231.83 per million gallons.
- Agriculture Water Rates:

Provider	Cost per 100 Cubic Feet (CCF)	Cost per Million Gallons (MG)
Skagit PUD	\$2.51	\$3,355.61
Town of La Conner	\$1.61	\$2,152.41
City of Anacortes	\$0.17	\$231.83
Anacortes Costs to Treat Water	\$1.54	\$2,056.76



The City's Agriculture Irrigation Discussion to Date

- Discussed at Finance Committee October 11
- Discussed at Council October 16
- Discussed at Council October 23
 - Some council members expressed interest in continuing the conversation, with a request of a recommended rate schedule
- Discussed at Finance Committee October 25
 - The idea of a 3-year phased implementation
- Back at Council November 6

Agriculture Irrigation Rates

Current Ag rate:	231.83		
Wholesale rate:	2056.76		
Difference:	1824.93		
3 year implementation:	608.31		
	Year	Rate/MG	% change
	Pre 10/1/15	104.00	
Indexed to variable cost at this point:	10/1/2015	221.93	113%
	1/1/2016	249.54	12%
	4/1/2016	231.83	-7%
Proposed rate increases:	1/1/2018	840.14	262%
	1/1/2019	1448.45	72%
Target full wholesale rate:	1/1/2020	2056.76	42%

Actual examples

		231.83	840.14	1448.45	2,056.76	2152.41	3355.61
By Ag Customer	Gallons	Existing rate	1/1/2018	1/1/2019	1/1/2020	LaConner rate	PUD rate
No 1	11,390,619	2,641	9,570	16,499	23,428	24,517	38,222
No 2	604,459	140	508	876	1,243	1,301	2,028
No 3	34,010,363	7,885	28,573	49,262	69,951	73,204	114,126
No 4	147,700	34	124	214	304	318	496
No 5	2,811,582	652	2,362	4,072	5,783	6,052	9,435
No 6	313,786	73	264	455	645	675	1,053
No 7	1,726,900	400	1,451	2,501	3,552	3,717	5,795
No 8	1,047,798	243	880	1,518	2,155	2,255	3,516
No 9	7,758,256	1,799	6,518	11,237	15,957	16,699	26,034
No 10	299	0	0	0	1	1	1
No 11	3,247,816	753	2,729	4,704	6,680	6,991	10,898
No 12	7,545,076	1,749	6,339	10,929	15,518	16,240	25,318
No 13	6,363,460	1,475	5,346	9,217	13,088	13,697	21,353
No 14	113,846	26	96	165	234	245	382
No 15	1,464,883	340	1,231	2,122	3,013	3,153	4,916
# gallons	78,546,844						
Total Ag Revenue		\$ 18,210	\$ 65,990	\$ 113,771	\$ 161,552	\$ 169,065	\$ 263,573



City Council Agenda Bill

Meeting Date: 11/6/2017

Agenda Item: 7d

Subject: Emergency Declaration – Sanitary Sewer Main Repair/Replacement on 41st Street between M Avenue and T Avenue and on Fir Crest Blvd

Staff Contact: Fred Buckenmeyer

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

Action Type	
	Ordinance No.
	Code Revision?
X	Resolution No. 1997
X	Contract 17-131-SEW-001
	Public Hearing
	Staff Report

Summary Statement: Pursuant to RCW 39.04.280, City Staff seeks an emergency declaration from City Council regarding the repair/replacement of sanitary sewer mains on both 41st Street between M Avenue and T Avenue, and on Fir Crest Boulevard. Resolution 1997 submitted for approval further states that the Council authorizes the Public Works Director, Finance Director, and Mayor to proceed without solicitation of bids to a contract for construction of the sanitary sewer main repair/replacement.

Background: On 41st Street between M and T Avenues, the directional drilling subcontractor on the City's fiber optics installation project severed 2 or 3 private side sewer laterals that were unmarked (the City does not typically mark side sewers). One of the affected homes had raw sewage back up into the house. It was feared that the same situation could occur at the other homes if the problem was not resolved quickly. The existing sewer main does not have adequate access points/manholes in this area so it was difficult to determine where the side services enter the sewer main or even where the sewer main is. In order to gain access to the sewer main so a televised inspection could be made to determine where the side sewers enter the main, an effort was made to build a manhole over the existing main, once it was found, in at least two locations. It was found there is a 4-inch gas main located next to the sewer main, and a waterline directly over the top of the sewer main, making it impossible to construct a manhole in any of the locations attempted, given the existing utility configuration. The scope of work, then, was to excavate in multiple locations first to find the sewer main and then attempt to construct manholes, and to repair existing private side sewers by tapping the sewer main and installing new pipe from the main to the existing private sewer and connecting the new and existing pipe, including excavation, backfill, supply and installation of material (e.g. pipe, fittings, couplers, and rock).

On Fir Crest Boulevard, the directional drilling subcontractor severed a sewer main that served four homes. One of the homes had sewage backup into the house. It was feared that the same could happen to the other homes if the problem was not resolved quickly. The scope of work was to repair the sewer main by cutting out the damaged pipe and replacing it with new pipe, including excavation, backfill, and the supply and installation of materials (e.g. pipe, couplers, and rock).

This event falls within the definition of an emergency as set forth under RCW 39.04.280.

Budget Impact	
Amount Budgeted	\$2,918,000.00
Budget Account (BARS)	440.000.594.35.63
Proposed Expenditure	\$35,904.32
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Welch Brothers Construction, Inc.
Amount	\$35,904.32
Start Date	
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move to approve Resolution 1997 and award a contract to Welch Brothers Construction, Inc. for the above-referenced work.

Alternative Actions: N/A

Attachments: (1) Resolution 1997, (2) Contract 17-131-SEW-001

CITY OF ANACORTES

RESOLUTION NO. 1997

A RESOLUTION of the City of Anacortes, Washington, relating to public works; making findings pursuant to RCW 39.04.280; declaring an emergency and authorizing the Public Works Director and Finance Director, under the supervision of the Mayor, to acquire replacement of damaged sanitary sewer mains on both 41st Street between M Ave and T Ave, and on Fir Crest Boulevard, without solicitation of bids; and authorizing the Public Works Director, Finance Director and Mayor to carry out this authorization.

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

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

- 1.1 The City's sanitary sewer system which includes over 100 miles of sanitary sewer lines is the responsibility of the City to maintain.
- 1.2 On or about September 29, 2017, sewer backups were reported both on 41st Street between M Avenue and T Avenue and on Fir Crest Boulevard.
- 1.3 A directional drilling subcontractor severed private side sewer laterals that were unmarked on 41st Street between M Avenue and T Avenue, as well as a sewer main on Fir Crest Boulevard, causing raw sewage backup in two homes; a state of imminent potential for total failure causing property damage and becoming a risk to human health.
- 1.4 Installation of replacement pipe to repair the damage is "public work" as defined by RCW 39.04.010 (4).
- 1.5 RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements for public works in the event of an emergency. For purposes of RCW 39.04.280, an "emergency" is any unforeseen circumstance beyond the control of the municipality that either (a) presents a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

The imminent failure of this the damaged sanitary sewer main is an “emergency” as defined by state law.

Section 2. Designation of Single Source Purchase. Based on the Recitals and Findings above, it is appropriate and lawful under RCW 39.04.280 for the City to waive the competitive bidding requirements and to contract for the replacement of said sanitary sewer main.

Section 3. Authority of Public Works Director. The City’s Public Works Director and Finance Director are authorized, under supervision of the Mayor, to proceed to contract, without solicitation bids, for the replacement of damaged sanitary sewer mains on both 41st Street between M Avenue and T Avenue, and on Fir Crest Boulevard, and to take such actions as necessary to carry out the intent and direction of this Resolution.

Section 4. Ratification and Confirmation. Any actions of the City or its officers prior to the date hereof and consistent with the terms of this Resolution are ratified and confirmed.

Section 5. Effective Date. This Resolution shall be in full force and effect from the after its adoption and approval.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 6th day of November 2017.

Laurie Gere, Mayor

ATTEST:

Steve D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney



CONTRACT 17-131-SEW-001
AGREEMENT WITH
Welch Brothers Construction, Inc.

This contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Welch Brothers Construction, Inc. a private contractor located PO BOX 818, Anacortes, WA 98221 (herein after referred to as "Contractor").

PROJECT
Emergency Sewer Repair: 41st & M; Fir Crest Blvd

1. **Scope of Work:** Contractor shall provide all labor, equipment and materials to excavate in multiple locations first to find the sewer main and then attempt to construct manholes, to repair existing private side sewers by tapping the sewer main and installing new pipe from the main to the existing private sewer and connecting the new and existing pipe, including excavation, backfill, supply and installation of material (e.g. pipe, fittings, couplers, and rock) on 41st Street between M Avenue and T Avenue.

Contractor shall provide all labor, equipment and materials to repair the sewer main by cutting out the damaged pipe and replacing it with new pipe, including excavation, backfill, and the supply and installation of materials (e.g. pipe, couplers, and rock) on Fir Crest Boulevard.

Work is subject to:

- 2016 WSDOT Standard Specifications for Road, Bridge and Municipal Construction, as modified per enclosed COA General Provisions, and
- 2011 City of Anacortes Engineering Standards

The above-referenced documents are hereby incorporated by reference and made a part hereof.

2. **Contract Price:** The Contractor will do the scope of work above for a total fixed price of **Thirty-Five Thousand Nine Hundred Forty Dollars and Thirty-Two Cents (\$35,940.32)** which includes \$2,815.60. This includes all labor and materials for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.

3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.

4. **Time of Completion:** The Contractor shall complete the work by October 6, 2017.

5. **Job Safety:** Contractor shall comply with all Department Labor and Industries and City of Anacortes safety standards while on the job.

6. **Contract Requirements:** Contractor must have a contractor license number, insurance, and City of Anacortes business license.

Prevailing Wage Law Applies.

- Forms Needed:
- 1) Proof of Insurance with Additional Insured Endorsement
 - 2) Intent to Pay Prevailing Wage
 - 3) Affidavit of Wages Paid
 - 4) Performance Bond
 - 5) Payment Bond
 - 6) Certification of Compliance with Wage Payment Statutes

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:

Welch Brothers Construction, Inc.

Signature

Date

Contractor License #

1. Delivery. Advance coordination of the work shall be made with the Project Manager Matt Reynolds, 360-299-1951.

2. Subcontracts. The Contractor shall give notice reasonably in advance of placing any subcontract; preferably the Contractor shall identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a Sub-Contractor to furnish supplies or services for performance of the prime Contractor or a Sub-Contractor. 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-Contractor, (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 Contractor of any responsibility for performing this Contract.

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

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

4. 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 Contractor must invoice **MONTHLY** for quantities delivered during the invoice period.

Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

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

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

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

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

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

B. Project Manager's Authority

The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the 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 Contractor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

8. Warranty. This Contract includes Contractor's one (1) year warranty for all new work installed. Said one (1) year warranty includes all labor and materials which shall be provided by the Contractor. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. Warranty shall begin as of the date cited on the Notice of Final Acceptance.

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

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

10. Insurance.**A. Insurance Term**

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

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

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

3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

E. Public Entity Full Availability of Contractor Limits

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

F. Other Insurance Provision

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

G. Acceptability of Insurers

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

H. Verification of Coverage

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

I. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. Notice of Cancellation

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

K. Failure to Maintain Insurance

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

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

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

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

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

15. The City's Right to Terminate Agreement.

A. Termination for Default

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

B. Termination for Public Convenience

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

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

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

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

19. Disputes

A. General

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

B. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim

shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

C. Detailed Claim

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

D. Dispute Resolution

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

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

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

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

21. 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.

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

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

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

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

The bonds must meet the following provisions:

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

Release of Bonds

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

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

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

26. Retainage. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. The Contractor may elect to execute a Retainage Bond. The bond must be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State.

Retainage will be released **45 days after final acceptance**, provided that the following has occurred:

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

27. WASHINGTON STATE PREVAILING WAGES

Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. The applicable provisions are as follows:

Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor 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.

Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by the Washington State Department of Labor and Industries.

The Department of Labor and Industries provides the wage forms. Payment by the contractor or subcontractor 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 contractor must post in a conspicuous place at the job site, a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Department of Labor and Industries and the address and phone number of the Industrial Statistician where complaints or inquires may be made. The City will refer any dispute regarding the prevailing rate of wage to the Department of Labor and Industries 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>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is 9/29/17. 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.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning November 13, 2017

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, vouchers and consent agenda items is 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.

November 13, 2017

- Public Hearing: Ordinance ____: 2017/2018 Budget Mid-biennial Review and Modification (Discussion)
- Affordable Housing Strategic Plan (Discussion/Possible Action)

November 20, 2017

- Ordinance ____: 2017/2018 Budget Mid-biennial Review and Modification (Discussion/Possible Action)
- Resolution ____: Setting the City's Year 2018 Property Tax Regular Levy Increase (Action)
- Ordinance 3011: 2018 Update to Transportation Impact Fee

November 27, 2017

- City Fiber Broadband Survey Analysis Presentation

December 4, 2017

December 11, 2017

December 18, 2017

December 26, 2017

January 2, 2018

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Nov 6, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Finance, Wednesday, Nov 8, 2017, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Nov 13, 2017, 5:00 PM, Main Conference Room, City Hall
- Parks & Recreation, Thursday, Nov 16, 2017, 6:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Nov 20, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Finance, Wednesday, Nov 22, 2017, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Nov 27, 2017, 5:00 PM, Main Conference Room, City Hall
