



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

October 2, 2017
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. ADA Self-Assessment Volunteer Appreciation Certificates
 - b. Finance Committee
 - c. Public Works Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of September 25, 2017
 - b. Approval of Claims in the amount of: \$693,390.64
 - c. Contract Award: 41st Street Sanitary Sewer Extension 17-113-SEW-001
 - d. Contract Modification: Emergency Sewer Repair Project 17-094-SEW-001, Mod 02
 - e. Contract Modification: Fiber Materials: Microfiber 14-056-IDS-004, Mod 01
 - f. Contract Modification: Crane Flat Deck & Crane 17-036-ERR-001, Mod 2
6. **Public Hearings**
 - a. * Public Hearing: Resolution 1995: Moratorium on the receipt and processing of applications to site wireless communications towers and antennas pursuant to Chapter 17.63 of the Anacortes Municipal Code and on the receipt and processing of applications for telecommunications franchises or master permits pursuant to Chapter 5.36 of the Anacortes Municipal Code, per Ordinance 3010 adopted August 28, 2017 (Discussion/Possible Action)
7. **Other Business**
 - a. Final Plat Approval, Phase IV of Rock Ridge South Subdivision (Action)
 - b. * Water Rate Study Presentation (Discussion)
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 October 9, 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.

October 9, 2017

- Contract Amendment: Systems Design West Ambulance Billing Service
- Contract Modification: WTP Lagoon Sediment Removal 17-098-WTR-001
- Closed Record Public Hearing, Conditional Use Permit CUP-2017-0002: Dog Kennel/Boarding and Grooming Associated with an Existing Doggy Daycare at Molly Lane (Discussion/Possible Action)
- Closed Record Public Hearing, SDP-2017-0001; WSDOT Shoreline Permit(s) SSDP, SCUP & Shoreline Variance; SR-20 /Sharpe's Corner Vicinity Improvements (Discussion/Possible Action)
- Requested Amendment to Prilled Sulfur Interlocal Agreement with Port of Anacortes (Discussion/Possible Action)
- Update on NoaNet Survey
- Update on New City Website

October 16, 2017

- Resolution ____: Establishing a Unified Fee Schedule for Utility Fees and Charges

October 23, 2017

November 6, 2017

- 2017/2018 Budget Mid-biennial Review and Modification: Mayor Presentation to Council (Discussion)

November 13, 2017

- Public Hearing: Ordinance ____: 2017/2018 Budget Mid-biennial Review and Modification (Discussion)

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 (Discussion/Possible Action)

November 27, 2017

December 4, 2017

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Oct 2, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Housing Affordability & Community Services, Thursday, Oct 5, 2017, 1:30 PM, Main Conference Room, City Hall
- Planning, Monday, Oct 9, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Oct 10, 2017, 4:30 PM, Mayor's Office, City Hall
- Finance, Wednesday, Oct 11, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Oct 16, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Oct 23, 2017, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Oct 25, 2017, 5:00 PM, Main Conference Room, City Hall



ADA Self-Assessment Update



The following projects have been completed or are in the construction phase, since the completion of the ADA Self-Assessment in 2016. Many departments are involved in these improvements to bring the city to ADA compliance; from planning, engineering, and finance to operations, facilities, and treatment plants. Each aspect of these improvements includes input and teamwork within all of these departments.

JC #	Project	Year/Month Completed
16-031-IDS	City Hall Toilets	2016-03
16-078-TRN	Install ADA Ramp 19th & N	2016-11
16-078-TRN	Install ADA Ramps Storvik Park South	2017-02
16-078-TRN	Install ADA Ramp Storvik Park North	2017-02
16-005-TRN	48 North on Fidalgo Island	2017-03
16-012-TRN	Flashing Beacons 12th & H, 32nd & M, Oaks & Kansas	2016-10
16-044-IDS	Trial Court Improvements	2017-10
16-076-IDS	Remodel Court Room	2016-10
17-003-TRN	Asphalt Overlay	
17-028-TRN	Downtown Sidewalks	

ongoing



ADA Self-Assessment Update



The following ADA ramps have been rebuilt or updated since the ADA Self-Assessment completion in 2016 to comply with ADA Standards. :

D Avenue

- D Avenue—17th Street to 36th Street
- 37th Street—D Avenue to A Avenue
- A Avenue—37th Street to City Limits
- 32nd Street—D Avenue to L Avenue

- 14th Street & N Avenue (NW corner)

Downtown

- 3rd Street & Commercial (NE & SE Corner)
- 3rd Street & Q Avenue (SW Corner)
- H Avenue & 35th Place (SW Corner)

Schools

- 16th & K (SW Corner)
- 17th & K (NW, NE & SE corners)
- 18th & K (NE & SE corners)
- 19th & K (NE & SE Corners)

City Council Minutes – September 25, 2017

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of September 25, 2017 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams and Bruce McDougall were present. Councilmembers Liz Lovelett and Matt Miller were absent. The assembly joined in the Pledge of Allegiance.

Mr. Walters moved, seconded by Mr. Johnson, to excuse the absence of Ms. Lovelett who was ill. The motion carried unanimously by voice vote.

Mr. Adams asked to move Agenda Item 7g, Requested Amendment to Prilled Sulfur Interlocal Agreement with Port of Anacortes, ahead to immediately follow Agenda Item 7b. Mayor Gere and all councilmembers present concurred.

Announcements and Committee Reports

Planning Committee: Mr. Walters reported that the regular committee meeting scheduled for earlier in the evening had been cancelled.

Public Comment

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

Consent Agenda

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

- a. Minutes of September 18, 2017
- b. Approval of Claims in the amount of: \$681,308.58
- c. Contract Modification: Fiber Build Project 14-056-IDS-001, Mod 02

The following vouchers/checks were approved for payment:
EFT numbers: 86484 through 86519, total \$408,273.93
Check numbers: 86520 through 86548, total \$180,439.68
Wire transfer numbers: 221029 through 221830, total \$98,228.85

OTHER BUSINESS

Anacortes AmeriCorps in Anacortes School District Presentation

Keiko McCracken, Anacortes School District Community Engagement Coordinator, announced that three AmeriCorps volunteers were serving in the Anacortes School District and the community. Ms. McCracken described the mission of the AmeriCorps, the domestic counterpart to the Peace Corps, to help alleviate poverty in communities and the generous full time positions filled by the volunteers for 10-12 month assignments. She introduced Kiersten Mara, AmeriCorps Washington Reading Corps volunteer; Katherine Auditor, AmeriCorps Washington Reading Corps volunteer, and Melissa Davis, AmeriCorps VISTA volunteer.

Final Plat Approval, Phase IV of Rock Ridge South Subdivision

Associate Planner Kevin Cricchio presented a final plat approval request for Rock Ridge South, Phase IV. Mr. Cricchio's slide presentation was added to the packet materials for the meeting. He described the five-phase 88-lot subdivision, the preliminary plat approval date of May 23, 2005 following a LUPA

action, final platting of the first three phases, and the May 23, 2018 deadline for final plat approval for the last two phases. Mr. Cricchio reported on the public meeting held before the Planning Commission on September 13, 2017 following which the commissioners voted 5-0 in favor of recommending approval of the final plat to City Council. Mr. Cricchio advised that the plat map included in the published packet for the present meeting did not correctly reflect Lot 8 of Phase IV but that the plat map included in his slide presentation, which had been distributed to councilmembers at the beginning of the meeting, was the correct map that had been presented to the Planning Commission for its recommendation. Mr. Walters, Mr. Adams and Mr. Johnson inquired about changes from the preliminary plat to the final plat. Mr. Cricchio and Planning Director Don Measamer explained that the inclusion of lots in the different phases had varied slightly, that Phase IV as presented for final plat approval included 13 lots, that Phase 5 would include 16 lots, and that the total subdivision would contain three fewer lots than the 88 included in the preliminary plat. Mr. Walters asked if the final plat had to be approved at the present meeting, noting that a new email had been sent to councilmembers earlier in the day and he had not had adequate time to review it. Mr. Measamer explained the 30-day time frame for final plat approval.

City Attorney Darcy Swetnam reviewed the process for final plat approval. Her slide presentation was added to the packet materials for the meeting. She concluded that if Council finds that the final plat meets the conditions of the preliminary plat, the plat must be approved. She reminded that final plat approval is a closed record decision so no new evidence for the record could be introduced at the final plat approval meeting.

At approximately 6:25 p.m. Mayor Gere invited members of the public to comment.

Vernon Lauridsen, 2219 32nd Street, said he sent out a memo earlier in the day following up on a memo he had sent to the Planning Director earlier in the week asserting that there were more than slight changes between the preliminary and the final plat. Mr. Lauridsen argued that under AMC 19.28.10 adopted by City Council in December 2016, minor revisions were defined as not changing the number of lots. He said that the original plat map showed 12 lots in Phase IV but the final plat map showed 13 lots which, because of the change in lot count, was a major revision so it would violate city code to approve the final plat at this time. Mr. Walters argued that the project application vested under the law in effect at the time of application so Title 19 did not apply. Mr. Lauridsen argued that Title 19 included a supremacy clause. Mr. Walters responded that the AMC cannot violate state law which provides for vesting of subdivisions and building permits. Mr. Lauridsen argued that even before adoption of Title 19 the preliminary and final plats had to match which they did not as currently presented. In response to a question from Mr. McDougall, Mr. Lauridsen referenced Exhibit 11, the preliminary plat map, and said only Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 were included in the boundaries of what was now being presented as Phase IV whereas that Phase included 13 lots on the final plat. Mr. Measamer reiterated that the subdivision would contain 85 lots, not 88, when all phases had received final plat approval. He noted that the packet included the decision to issue a preliminary plat permit including Condition 4, which he cited, allowing the Planning Director to modify the preliminary plat "if it is determined that such modification does not substantially change the density or usage or increase the bulk proposed, or otherwise increase the impact of the development." Mr. Measamer summarized that when all was said and done there would be three fewer lots in the final plat than what was originally approved, so staff recommended moving forward with final plat approval.

Mr. Walters disagreed with Mr. Lauridsen that Title 19 applied to the subject application, agreed with Mr. Measamer that it was not a problem for Phase IV to have one more lot if the project overall had the same number or fewer lots, but said he would like some time to analyze the other points raised by Mr. Lauridsen's letter and asked to bring the matter back the following week. He clarified that Mr. Lauridsen was not introducing any new facts into the record, just a different argument. Mr. Walters said it was a

service to the city to have the public review materials before approval and that he would like to respect that effort on behalf of the public.

Nels Strandberg, 408 2nd Street, representing the applicant, said he didn't have any problem with public comment but he had thought the present meeting was a closed record meeting. He said he did not consider the 20' panhandle on Lot 8 a mistake because he believed the project was under the old code but he changed that panhandle to make it easier on all concerned. Regarding postponing the final plat approval decision one more week, Mr. Strandberg said he understood Mr. Walters's point of view but said delay did matter and that he had borrowed \$3.3M for the project which meant \$5K for a letter that came in late.

Mr. Walters sympathized but noted other elements of the code that already protract the approval process. Ms. Pickett said she appreciated Mr. Walters's request but that given staff and Planning Commission consideration and recommendation she was ready to vote to approve the final plat. Mr. Adams agreed with Mr. Walters that he would like one more week to study the record. Mr. Johnson noted that final plat approvals were non-discretionary and that he was ready to vote.

Ms. Pickett moved, seconded by Mr. Johnson, to approve the final plat for Rock Ridge.

Mr. Walters moved, seconded by Mr. Adams, to postpone consideration of the motion for one week. Vote: Ayes – Walters, Adams, McDougall and Johnson. Nays – Pickett. Motion carried.

Requested Amendment to Prilled Sulfur Interlocal Agreement with Port of Anacortes

City Attorney Darcy Swetnam summarized the discussion of this topic from the September 5, 2017 City Council meeting and updated Council on the continued work in the interim. Her slide presentation was added to the packet materials for the meeting. Ms. Swetnam reported that staff from both parties had met and shared additional information, including at the Council Finance Committee meeting on September 13, 2017 and at a subsequent meeting on September 19, 2017 at which the Port presented the draft proposed interlocal agreement which had been included in the packet materials. She summarized the key terms of the proposed interlocal, then invited Council to approve, reject or suggest modifications to the proposed agreement from the Port. Ms. Swetnam noted that the draft agreement would need a few minor editorial changes in any case.

Mayor Gere invited Port Executive Director Dan Worra to address the Council.

Mr. Worra thanked City staff for working with the Port and thanked councilmembers for their interest. He recognized the three Port commissioners and other Port staff present in testament to the partnership between the city and the port. Mr. Worra characterized the agreement as being about the community doing great things and protecting jobs. Mr. Worra emphasized that the Port paid almost \$200K to city in leasehold tax in 2015 and again in 2016 as a substitute for property tax and suggested that contribution to the general fund more than covered the cost of fire training. He concluded that the Port was committed to partner with the city and asked the city to partner with the Port.

Councilmembers then each expressed their opinions, generally favoring having some sort of agreement in place but not objecting to suspending payments for some period of time. Several councilmembers expressed concern about hazmat training costs for the fire department and funding future maintenance of the Q/R Avenue corridor. Mayor Gere supported suspending the current agreement or starting over altogether. The mayor said the city was in a strong position to look alternative street funding and observed that the market for prilled sulfur had changed. She encouraged the city to work with the Port to support economic development for the good of the entire community.

In response to councilmember questions, Fire Chief Richard Curtis reported that the \$18K figure he had previously presented was the department's annual cost for its entire hazmat training program and said he could not attribute a specific portion of that amount directly to prilled sulfur.

Ms. Swetnam recommended that any agreement, whether a modification of the existing agreement or a new agreement, should include some specific pricing. She said staff could work on revising the second paragraph of Section 2 of the Port's proposed interlocal agreement to better reflect the intent that the actual amount paid to the city each year would be recalculated to equate to 5% of actual revenue generated by the Port's prilled sulfur option. Mr. Walters suggested simply striking everything after the first sentence of the second paragraph of Section 2. Ms. Swetnam concurred.

Mayor Gere summarized that staff from the two agencies would refine the language as discussed and bring the proposed interlocal back to Council for consideration and action. Mr. Worra agreed.

At approximately 7:25 p.m. Mayor Gere called a five-minute recess. At 7:30 p.m. the mayor called the meeting back to order.

Parks and Recreation Budget and General Update

Parks & Recreation Director Gary Robinson and his staff provided an update on his department's operations in light of the 2017/2018 biennial budget. Mr. Robinson's slide presentation was added to the packet materials for the meeting. He summarized the five major funds that support parks and recreation operations and capital expenditures and the status of each of those funds year to date compared to budget. Mr. Robinson reported most funds to be on track with budget allowing for front loading of some seasonal expenditure line items. Operations and Forestlands Manager Jonn Lunsford then described major projects completed in the current budget year to enhance parks facilities as well as projects planned for the rest of the biennium. Recreation Manager Dustin South presented highlights of the recreation program in 2017, focusing on youth sports programs, and outlined changes upcoming of 2018, specifically for the community sailing program. Washington Park Manager Bob Vaux reported on that park's budget, noting that both revenue and expenditures were trending above budget, then reported on the progress of the restroom remodel, described the day use master plan to be pursued in 2018, and discussed improvements at the caretaker residence at the park. Mr. Robinson concluded with a list of topics to be address beyond the current biennium including Washington Park Infrastructure and Day Use area, the Guemes Channel Trail / Tommy Thompson Trail, Heart Lake Development and Maintenance, Ship Harbor Interpretive Preserve, Fidalgo Bay Trestle and Causeway Replacement, Community Center Staffing and the needs and staffing impact of the local homeless population.

Library Budget and General Update

Library Public Service Manager Diana Farnsworth, Librarian Jeff Vogel and Youth Services Librarian Leslie Wilson provided an update on the library's operations and programs in light of the 2017/2018 biennial budget. Their slide presentation was added to the packet materials for the meeting. Ms. Farnsworth thanked Council for adding one part-time staff position to the 2017/2018 budget and listed a number of library programs made possible with that additional staff. Ms. Wilson reported on the many very popular children's programs at the library over the summer and coming up through the end of the year. Ms. Farnsworth listed a long list of community events and programs in which the library participated. She announced the theme for 3rd annual Genre Night on November 16: Comic Night which would be funded by a grant from the Anacortes Arts Festival. She shared highlights of the NASA @ My Library grant awarded to the library to support STEM events. She shared statistics reflecting the success of the student library card program in its second year and collaborative projects with Anacortes School District teachers. Mr. Vogel updated Council on traditional measures of library service to the community including adult program attendance, circulation, interlibrary loans and library attendance, as well as the library's passport processing service, all of which were up from the prior year. He described the library's

ever expanding digital services offerings and the increased demand from the public for same. Mr. Vogel reported that overall library expenditures were at 74% year to date, right on track with the budget. Ms. Farnsworth reported on the library's progress on its strategic plan goals and announced that the community meeting room would be updated with new paint, carpet and audio visual equipment in October. Ms. Wilson reported on new youth services offerings including Time for Tots and the library's recent Family Place Library designation which would include a play based space for birth to 3-year old patrons and workshops coming up in 2018. Ms. Farnsworth announced that the library had been selected to participate in a pilot program with the Pacific Science Center as part of the NASA @ My Library grant.

Planning Budget and General Update

Planning Director Don Measamer updated Council on his department's mission, operations, achievements and budget needs, referring to his slides included in the packet materials for the meeting. He listed the many different public services performed by his staff, shared statistics reflecting increasing permit and project activity, and described the ever expanding efforts to provide excellent and timely customer service. Mr. Measamer elaborated on the major initiative to implement 2016 Comprehensive Plan goals and policies including development regulation, design standards and procedures updates, affordable housing initiatives, the Economic Development Strategic Plan and South Commercial Avenue improvements. He described other upcoming mandatory regulation updates including the Shoreline Master Program update which would begin in 2018 and Critical Areas Regulations already well underway. Mr. Measamer reported that expenditures year to date were generally in line with the budget and listed budget amendments required to support the work of the department including roll over of budgeted 2017 funding into 2018 for some programs. He suggested that critical areas mapping may require additional budget resources.

Lodging Tax Advisory Committee (LTAC) Appointments

Mr. Measamer requested Council approval of re-appointment of the current members of the LTAC, Mark Lione, Russ Olivier, Erik Schorr, Andy Stewart, Karla Locke, Nancy Dalton and Chair Matt Miller, for an additional year. He summarized the code requiring annual review and appointment of the committee members. Mr. Walters moved, seconded by Mr. Johnson, to appoint the LTAC membership as presented. Vote: Ayes – Pickett, Adams, McDougall, Johnson and Walters. Motion carried.

Mr. Johnson observed that the city had received a funding request from Community Action of Skagit County and suggested that the request be referred to committee. Mayor Gere asked both the Finance Committee and the Affordable Housing and Community Services Committee to address the request.

There being no further business, at approximately 8:45 p.m. the Anacortes City Council meeting of September 25, 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 October 2, 2017 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
221960	5/4/2017	05/04/2017	00955	FIDALGO CLEANING	MAY CLEANING - MARITIME HERITAGE CENTER	\$25.00
221961	5/4/2017	05/04/2017	00955	FIDALGO CLEANING	MAY CLEANING - CARNEGIE	\$50.00
221962	5/18/2017	05/18/2017	00955	FIDALGO CLEANING	MAY CLEANING - CARNEGIE	\$50.00
222113	6/16/2017	650080749	05830	SERVOMEX CO	SERVICE AND REPAIR WWTP STACK GAS MONITORING ANALYZER - MOD 01	\$608.21
222137	8/2/2017	IN1151219	07823	MUNICIPAL EMERGENCY SERVICES	GRANT: USB INTERFACE (SCBA)	\$3,786.65
222105	8/8/2017	6183101	00755	DEMCO, INC.	PROCESSING SUPPLIES	\$497.72
220462	8/16/2017	2735	08674	RAINIER ENVIRONMENTAL LAB	WHOLE EFFLUENT TOXICITY TESTING	\$500.00
221820	8/21/2017	8276	10687	AQUATECHNEX	AQUATIC VEGETATION MANAGEMENT OF HEART LAKE - PAY APP 1	\$27,287.75
220607	8/21/2017	49332595	01616	LOWE'S BUSINESS ACCOUNT/GEMB	PAINT BRUSHES	\$16.49
220609	8/21/2017	31352021	01616	LOWE'S BUSINESS ACCOUNT/GEMB	FASTENERS	\$32.83
221888	8/22/2017	215698	10626	BAY CITY SUPPLY	FACILITY SUPPLIES FOR WTP	\$201.12
221889	8/22/2017	215862	10626	BAY CITY SUPPLY	FACILITY SUPPLIES	\$920.86
221871	8/24/2017	2289	04817	NW CLEANERS	JANITORIAL SERVICES FOR SENIOR CENTER AND CITY HALL	\$630.00
220770	8/25/2017	27679957	01616	LOWE'S BUSINESS ACCOUNT/GEMB	BOLTS/ADAPTER/CAP	\$17.73
221507	8/25/2017	338897708	01616	LOWE'S BUSINESS ACCOUNT/GEMB	4 PACK BLACK RUBBER TIPS - CHAIR REPAIRS	\$15.38
221891	8/28/2017	736398	00306	BAYSHORE OFFICE PRODUCTS INC	SIT STAND CHAIR MAT	\$1,302.00
221885	8/29/2017	215698A	10626	BAY CITY SUPPLY	WTP FACILITY SUPPLIES	\$1,095.47
221886	8/29/2017	211632	10626	BAY CITY SUPPLY	SPARTAN FLOOR FINISH	\$126.03
221887	8/29/2017	216638	10626	BAY CITY SUPPLY	PINK LOTION HAND SOAP	\$112.41
221870	8/30/2017	1179674	02681	SURETY PEST CONTROL	WASHINGTON PARK PEST CONTROL	\$44.49
221884	8/31/2017	216048	10626	BAY CITY SUPPLY	FACILITY SUPPLIES FOR LIBRARY	\$1,188.64
221914	8/31/2017	125156	10177	INFOSEND, INC.	MONTHLY STATEMENT PROCESSING	\$3,563.67
221100	8/31/2017	27195966	01616	LOWE'S BUSINESS ACCOUNT/GEMB	TREATED LUMBER	\$20.87
221832	8/31/2017	114-5731754	04834	UNITED SITE SERVICES, INC	PORTABLE TOILET RENTAL - WA PK PLAYGROUND	\$388.38
221835	8/31/2017	114-5731287	04834	UNITED SITE SERVICES, INC	TOILETS IN CAMPGROUNDS DURING RESTROOM	\$826.44
221836	8/31/2017	114-5731578	04834	UNITED SITE SERVICES, INC	Portable toilet rental - WA Pk Loop #1	\$71.84

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
221837	8/31/2017	114-5731580	04834	UNITED SITE SERVICES, INC	Portable toilet rental - Ace of Hearts	\$95.79
221838	8/31/2017	114-5731638	04834	UNITED SITE SERVICES, INC	Portable toilet rental - WA Pk - Loop 2	\$93.00
221839	8/31/2017	114-5731702	04834	UNITED SITE SERVICES, INC	Portable toilet rental - Edwards Way	\$105.56
222211	9/2/2017	222798021415	04194	AMAZON.CREDIT PLAN	DVDS (20)	\$248.62
222186	9/3/2017	012249	02405	SEBO'S DO-IT CENTER	LIGHT BULBS	\$9.74
221964	9/7/2017	09/21/2017	00955	FIDALGO CLEANING	SEPT CLEANING - MARITIME HERITAGE CENTER	\$25.00
221895	9/7/2017	0115109	06543	PACIFIC TIRE COMPANY, INC	TIRE- VEH #219	\$283.25
221896	9/7/2017	0115110	06543	PACIFIC TIRE COMPANY, INC	SERVICE- VEH #510	\$90.06
221868	9/8/2017	128390	08654	FIDALGO AUTO PARTS - NAPA	PART FOR VEH #510	\$56.93
222118	9/8/2017	20170807	02488	SKAGIT COUNTY PUBLIC	HEART LAKE RD CAPE SEAL PROJECT: EQUIPMENT RENTAL, SUPPLIES	\$576.04
221506	9/9/2017	27975853	01616	LOWE'S BUSINESS ACCOUNT/GEMB	ALCOHOL/PVC CAP/NIPPLE	\$19.98
222106	9/11/2017	300000003909	02192	PUGET SOUND ENERGY	ENERGY BILLING WWTP~	\$28,434.14
221872	9/12/2017	WAANA94656	00939	FASTENAL CO	PARTS FOR VEH #406	\$7.14
222141	9/13/2017	091317	00180	ANACORTES TOWING LLC	TOWED VEH #162	\$237.62
221920	9/13/2017	82624117	09185	BOUND TREE MEDICAL, LLC	PHARMACEUTICALS	\$175.21
221560	9/13/2017	288034	01023	FRONTIER BUILDING SUPPLY	SUPPLIES- OPS REMODEL	\$474.05
221967	9/13/2017	1069845	02519	SKAGIT PUBLISHING LLC	PUBLISH AA-1668888 AA-1668899 AA-1668929	\$316.68
221977	9/13/2017	L121626	10394	STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT 16-16	\$35,882.60
222111	9/14/2017	1990350158	06718	ARAMARK	OPS & PARKS LAUNDRY SVC	\$66.81
221913	9/14/2017	9288	01516	KRIEG CONSTRUCTION INC	PAVING CONTAINER/DROP BOX STORAGE AREA	\$7,607.43
221918	9/14/2017	962664654001	01962	OFFICE DEPOT, INC.	MISC OFFICE SUPPLIES	\$66.36
221894	9/14/2017	0115304	06543	PACIFIC TIRE COMPANY, INC	SERVICE TO VEH #514	\$189.88
221897	9/14/2017	0115306	06543	PACIFIC TIRE COMPANY, INC	SERVICE- VEH #512	\$90.06
221898	9/14/2017	0115305	06543	PACIFIC TIRE COMPANY, INC	SERVICE- VEH #511	\$53.71
222098	9/15/2017	91417	00180	ANACORTES TOWING LLC	TOWING; APD CASE #17-A07293	\$162.75
221917	9/15/2017	740087	00306	BAYSHORE OFFICE PRODUCTS INC	PRINTED MATERIAL	\$31.90
222114	9/15/2017	16666	09617	FRONTLINE CLEANING SERVICES	LIBRARY - CUSTODIAL SERVICE SEPTEMBER	\$1,314.78
221929	9/15/2017	25978	01398	JET CITY EQUIPMENT RENTAL	ROLLER RENTAL FOR PAVING PROJECT	\$345.03
222055	9/15/2017	9293	01516	KRIEG CONSTRUCTION INC	CLASS B ASPHALT	\$725.12
222203	9/15/2017	B04886	02405	SEBO'S DO-IT CENTER	SR CENTER MAINT ITEMS	\$10.94
221890	9/15/2017	1742	09986	SIGND OG NW	SIGN FOR CHARGING STATION AT CITY HALL	\$265.83
221911	9/15/2017	1182433	02681	SURETY PEST CONTROL	SEPTEMBER SERVICE: 29-2	\$44.49
221840	9/15/2017	170895	04831	T-SHIRTS BY DESIGN	SOCCER T-SHIRTS	\$46.11
222146	9/15/2017	00064687	02930	WASHINGTON STATE PATROL	ACCESS USER FEES; CURRENT MONTH + 2 PREVIOUS MONTHS	\$600.00
222108	9/17/2017	8498 30 017 0543538	04412	COMCAST	DEPOT 611 R AVENUE - 9/22-10/21/17	\$186.12

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
222097	9/18/2017	9152017	00180	ANACORTES TOWING LLC	TOWING; APD CASE 17-A07331	\$162.75
221851	9/18/2017	8371	10687	AQUATECHNEX	AQUATIC VEGETATION MANAGEMENT OF HEART LAKE - PAY APP 2	\$11,338.25
222149	9/18/2017	95150964	10090	ARROW INTERNATIONAL INC.	25MM EZ-IO NEEDLES	\$1,100.00
222129	9/18/2017	101412	00244	ASSOCIATION OF WASHINGTON	OCTOBER, SUPPLEMENTAL LIFE INSURANCE	\$328.31
221873	9/18/2017	WAANA94774	00939	FASTENAL CO	PARTS FOR VEH #859	\$32.45
221970	9/18/2017	WAANA94775	00939	FASTENAL CO	PVC AND HAND WASH	\$104.64
222056	9/18/2017	359301	10504	HERC EXCHANGE, LLC	JACK HAMMER - ARLAS COPCO	\$4,329.15
221921	9/18/2017	817580	01588	LIFE ASSIST, INC	MEGAMOVERS, SHARPS CONTAINERS	\$434.48
221922	9/18/2017	817529	01588	LIFE ASSIST, INC	RESCUE WIPES FOR DECON	\$111.95
221923	9/18/2017	817597	01588	LIFE ASSIST, INC	EXAM GLOVES (ALL SIZES)	\$450.28
221867	9/18/2017	13286	02405	SEBO'S DO-IT CENTER	PARTS FOR VEH #222	\$25.06
221841	9/18/2017	170898	04831	T-SHIRTS BY DESIGN	SOCCER REF T-SHIRTS	\$166.01
221842	9/18/2017	170899	04831	T-SHIRTS BY DESIGN	SOCCER LEAGUE T-SHIRTS	\$368.90
222127	9/18/2017	0542005-001	02835	UNUM LIFE INS CO OF AMERICA	OCTOBER, UNUM LEOFF1 LONG-TERM CARE INSURANCE	\$659.40
222142	9/19/2017	24891	00156	ANACORTES PRINTING	EVIDENCE PROPERTY FORMS - ECARDS	\$271.25
222126	9/19/2017	440 400 0000 0	00494	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 8/22-9/18/17	\$79.09
222132	9/19/2017	98980000008	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS FOR WWTP	\$11.46
222135	9/19/2017	710 300 0000 5	00494	CASCADE NATURAL GAS CORP.	OPERATIONS: 08/22-09/18/2017	\$79.71
222148	9/19/2017	038 200 0000 2	00494	CASCADE NATURAL GAS CORP.	APD; 8/22/17-9/18/17	\$220.57
222190	9/19/2017	154 700 0000 9	00494	CASCADE NATURAL GAS CORP.	LIBRARY 8/22-9/18/17	\$16.53
222191	9/19/2017	795 700 0000 4	00494	CASCADE NATURAL GAS CORP.	CITY HALL 8/19-9/18/17	\$10.72
222198	9/19/2017	199 800 0000 4	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS - MHC/WTP	\$12.18
222199	9/19/2017	91280000000	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS - CARNEGIE	\$21.37
222147	9/19/2017	9122293	00778	DEPARTMENT OF NATURAL	DNR FOREST LAND ASSESSMENT 2017	\$915.00
222103	9/19/2017	16789	09617	FRONTLINE CLEANING SERVICES	LIBRARY - SPECIAL CLEANING SEPTEMBER	\$3,360.00
221972	9/19/2017	761207	05284	GUARDIAN SECURITY SYSTEMS INC	FIRE SYSTEM REPAIRS @ WTP	\$635.55
221973	9/19/2017	13510	03168	LYNDEN PRECAST LLC	OVERSIZE GRAVE LINER	\$309.23
221974	9/19/2017	13521	03168	LYNDEN PRECAST LLC	12 REGULAR BURIAL LINERS @ \$160 AND 10	\$2,354.45
221869	9/19/2017	MV174683	01801	MOTOR TRUCKS, INC	PART FOR VEH #839	\$11.86
221975	9/19/2017	8755	08981	PACIFIC NORTHWEST FIREWOOD	FIREWOOD BUNDLES	\$1,260.00
221893	9/19/2017	0115472	06543	PACIFIC TIRE COMPANY, INC	TIRES FOR SHOP STOCK	\$735.47
222139	9/19/2017	001-381493	02109	PISTON SERVICE OF ANACORTES	PART FOR #2923	\$16.79
222128	9/19/2017	20066-1 PA	02666	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES- LABOR RELATIONS	\$685.50
222100	9/20/2017	740312	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$100.46
221915	9/20/2017	2449434	09961	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$22.33
222125	9/20/2017	67440000007	00494	CASCADE NATURAL GAS CORP.	STA 1: 8/22 - 9/19	\$36.14

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
222134	9/20/2017	9560857048	03120	GRAINGER	HAYWARD VALVE	\$160.29
221912	9/20/2017	54316/2	06246	H.B. JAEGER	3/4 X 3/4 X 2.5"	\$1,192.20
222140	9/20/2017	MV174831	01801	MOTOR TRUCKS, INC	PARTS FOR VEH #506	\$295.28
222205	9/20/2017	MV174825	01801	MOTOR TRUCKS, INC	PART FOR VEH #609A	\$55.54
222102	9/20/2017	IN1163831	07823	MUNICIPAL EMERGENCY SERVICES	PARTS & REPAIR OF DAMAGED SCBA REGULATOR	\$475.50
222208	9/20/2017	16-350	07603	NUTTER SR, LOUIS	REMOVE SEDIMENT FROM WATER TREATMENT PLANT LAGOON 3	\$26,040.00
221925	9/20/2017	2308	04817	NW CLEANERS	WEEKLY CLEANING FOR STA 1 - SEPTEMBER	\$488.00
221892	9/20/2017	001-381577	02109	PISTON SERVICE OF ANACORTES	SUPPLIES FOR OPS SHOP	\$200.13
222130	9/20/2017	1070830	02519	SKAGIT PUBLISHING LLC	PUBLISH AA-1669868	\$44.66
222096	9/21/2017	1990360539	06718	ARAMARK	APD NYLON MATS CLEANED	\$16.28
222107	9/21/2017	1990360547	06718	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$66.81
221919	9/21/2017	2453324	09961	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$172.80
221435	9/21/2017	H800600	10760	CORE & MAIN LP	3/4 MIP X INSERT BRONZE CONNECTOR	\$630.97
222109	9/21/2017	445463	00742	DAY WIRELESS SYSTEMS INC	TROUBLESHOOT/SOLVE POLARIS RADIO	\$252.26
221963	9/21/2017	09/21/2017	00955	FIDALGO CLEANING	CLEANING - CARNEGIE	\$100.00
221927	9/21/2017	189923	00950	FIDALGO COFFEE ROASTERS	AFD-BREAKROOM SUPPLIES	\$93.00
222119	9/21/2017	1633-10	06080	MAKERS ARCHITECTURE	ZONING, DEV & DESIGN STDS: AUGUST 2017	\$4,505.00
222204	9/21/2017	001-381710	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #510	\$80.83
221928	9/21/2017	13503	02405	SEBO'S DO-IT CENTER	RUBBER LEG TIPS	\$6.49
221924	9/21/2017	Acct #091-1100-02	10759	WARD, AMBER & RICHARD	Overpayment on closed account	\$115.37
222124	9/21/2017	8136 50 291 0005268	09989	WAVE	FIBER LEASE WTP TO CITY HALL 10/1-10/31/17	\$320.12
222104	9/22/2017	92117	00180	ANACORTES TOWING LLC	TOWING; APD CASE 17-A07489	\$162.75
221971	9/22/2017	Recertification	00780	DEPARTMENT OF ECOLOGY	INCINERATOR OPERATOR RECERTIFICATION	\$1,400.00
221976	9/22/2017	1-553345-2	00789	DIAMOND RENTALS INC.	TOILET RENTAL D & 13 (VOL. PARK)	\$85.00
222099	9/22/2017	189962	00950	FIDALGO COFFEE ROASTERS	APD-BREAKROOM SUPPLIES	\$95.20
222123	9/22/2017	189953	00950	FIDALGO COFFEE ROASTERS	OPS- BREAKROOM SUPPLIES	\$130.20
221969	9/22/2017	09/22/17	07646	NORTHWEST ELEVATIONS INC	LIFT ANNUAL SERVICE	\$1,220.63
221966	9/22/2017	15-028-IDS-0081	10172	WH CRESS COMPANY INC	RETAINAGE RELEASE	\$743.50
222187	9/23/2017	13616	02405	SEBO'S DO-IT CENTER	2 - 5 GALLON PAILS WITH LIDS	\$15.10
222197	9/23/2017	99E018387	02817	UNITED PARCEL SERVICE	UPS SHIPPING - ENG.	\$6.13
222133	9/25/2017	1990364560	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$71.61
221979	9/25/2017	WAANA94945	00939	FASTENAL CO	WEDGE ANCHOR	\$61.03
222206	9/25/2017	142292	02476	SKAGIT HYDRAULICS	PARTS FOR VEH #512	\$840.85
222117	9/25/2017	PR003-August 2017	10574	STELLAR J CORPORATION	PAY APP 3 - BLUE HERON CIRCLE RESERVOIRS PROJECT - CONSTRUCTION	\$437,038.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
222143	9/25/2017	10909	07385	TRIVAN TRUCK BODY	FORD F450 CRANE FLAT DECK AND CRANE WITH ACCESSORIES	\$57,906.45
222018	9/25/2017	JA2711 L/JA2711	02941	WASHINGTON STATE DEPARTMENT	17TH ST & Q AVE - SIGNAL LIGHT	\$411.66
222207	9/26/2017	Pay App 2	00597	COLACURCIO BROTHERS CONST	2017 ASPHALT OVERLAY PROJECT - MOD 02	\$448.00
222144	9/26/2017	AUGUST 2017	10256	HUMANE SOCIET OF SKAGIT VALLEY	DOGS BROUGHT IN REF APD CASE 17-A06514	\$132.00
222214	9/26/2017	LTAC Car Show	07043	MAJESTIC GLASS CORVETTE CLUB	LTAC 2017 REIMBURSEMENT	\$1,100.00
222188	9/26/2017	6116	10762	PETDATA, INC	START UP FEE	\$1,000.00
222184	9/26/2017	050-3130-03	02465	SKAGIT COUNTY AUDITOR'S OFFICE	LIEN RELEASE 2400 VISTA LANE	\$35.00
222185	9/26/2017	390-4020-02	02465	SKAGIT COUNTY AUDITOR'S OFFICE	LIEN RELEASE 2301 TWIN PLACE	\$35.00
222095	10/1/2017	20171001	08563	CHOWANEC, WILLIAM	STA 3 RENT - OCTOBER	\$2,045.00

Total **\$693,390.64**



City Council Agenda Bill

Meeting Date: 10/2/2017

Agenda Item: 5c

Subject: Consent to Award Contract to Construction Unlimited to install a Sanitary Sewer Extension on 41st Street

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
	Public Hearing
	Staff Report

Summary Statement: The City seeks City Council consent to issue a contract to Construction Unlimited in the amount of \$36,007.62 to install approximately 76 LF of 8" PVC sewer main and two manholes on 41st Street.

Background: Bob Lambert is currently developing the street and the City would like the additional sanitary sewer line and manholes installed for the benefit of future City use. Since the area is already under construction, and the street is scheduled for near-future paving, it saves costs for the City to perform this work now.

Budget Impact	
Amount Budgeted	\$2,918,000.00
Budget Account (BARS)	440.000.594.35.63
Proposed Expenditure	\$36,007.62
Budget Amendment Required?	No
Revenue Source	Sewer

Proposed Contract	
Contractor	Construction Unlimited
Amount	\$36,007.62
Start Date	Inception
End Date	10/31/17

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move the City Council provide its consent to award contract to Construction Unlimited for 41st Street Sanitary Sewer Extension in the amount of \$36,007.62.

Alternative Actions: Not approve the contract. Performing this work in the future instead would increase costs.

Attachments (listed in order presented): Contract 17-113-SEW-001



CONTRACT 17-113-SEW-001
AGREEMENT WITH
Construction Unlimited

This contract agreement is between the City of Anacortes, Washington, ("City"), a Municipal Corporation and Construction Unlimited, ("Contractor"), a private contractor at 2201 Skyline Way, Suite 203, Anacortes, WA 98221.

PROJECT
41st Street Sanitary Sewer Extension

1. **Scope of Work:** Provide labor, equipment and materials for the installation of 2 Each Type II 48" manholes and approximately 76 LF of 8" PVC sewer main in the locations specified in COA Engineering Department drawing C1, which is hereby incorporated by reference and made a part hereof.

ITEMS INCLUDED:

- 2 Each Type II 48" Manholes (Approximate Depth 7 VF Each)
- 43 LF 8" PVC Sewer Main at Sta. 1 + 75.00 South
- 16 LF 8" PVC Sewer Main at Sta. 2 + 75.00 North
- 17 LF 8" PVC Sewer Main Beginning Sta. 2 + 58.90 West

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 **Thirty-Six Thousand Seven Dollars and Sixty-Two Cents (\$36,007.62)** total which includes \$2,820.87 in tax. 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 31, 2017, with an optional 30 working day extension if agreed upon by the Project Manager.

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:

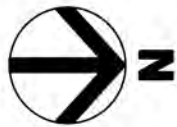
Construction Unlimited

Signature

Date

Contractor License #

SECTION 25, TOWNSHIP 35, RANGE 01 E, W.M.
41ST STREET SANITARY SEWER EXTENSION



- = LAMBERT SEWER EXTENSION FOR SHORT PLAT
- = CITY PARTICIPATION FOR FUTURE EXTENSION BY OTHERS
- = SEWER EXTENSION BY OTHERS (PLANNING LEVEL LAYOUT, NOT ACTUAL DESIGN)

NOTE: DRAWING FOR DISCUSSION PURPOSES

				PROJECT NUMBER: PW-14-051-SEW		CITY OF ANACORTES ENGINEERING DEPARTMENT 904 6TH ST. ANACORTES, WA. 98221 (360) 293-1920		CITY OF ANACORTES 41ST STREET SEWER EXTENSION CITY PARTICIPATION CONTRACT # PW-14-051-SEW	PLANNING LEVEL LAYOUT		SHEET: C1 SCALE: N.T.S.
1				DATE: 09-25-2017							
2				DRAWN BY: STEVEN LANGE							
3				CHECKED BY: ERIC SHJARBACK, PE							
4											
NO:	DATE:	BY:	DESCRIPTION:	DRAWING NAME:	41ST STREET SEWER DISTRICT.DWG						

1. Delivery. Advance coordination of the work shall be made with the Project Manager Steve Lange, 360-299-1983.

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 9/13/17. 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.



City Council Agenda Bill

Meeting Date: 10/2/2017

Agenda Item: 5d

Subject: Contract Modification – Emergency 8” Sanitary Sewer Main Repair/Replacement in alley between West 2nd and West 3rd Streets and Hartford and Illinois Avenues

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. 1993
X	Contract Modification
	Public Hearing
	Staff Report

Summary Statement: In accordance with Provisions 1-04.4 Changes as cited in Standard Specifications for Road, Bridge, and Municipal Construction 2016 under Contract 17-094-SEW-001, City staff seeks City Council consent to issue a contract modification to Construction Unlimited in the amount of \$689.68 increasing the total contract price to \$210,274.49, to incorporate additional materials that were required because of unexpected worksite conditions during the Emergency 8” Sanitary Sewer Main Repair.

Background: Due to an unanticipated sewer collapse that was discovered on Friday July 15, 2017, Construction Unlimited was engaged to perform an Emergency Sewer Replacement project on a time and materials basis. On September 18, 2017 a contract modification was approved by the City Council to modify the contract to account for the actual time and materials costs as provided by the contractor. During the change order processing time the contractor received additional material invoices for modified pit run and crushed surfacing top course for the project that were not included in the totals for Change Order #1. The additional materials totaled \$635.65 plus \$54.03 sales tax for a total contract increase request of \$689.68.

Budget Impact	
Amount Budgeted	\$2,918,000.00
Budget Account (BARS)	440.000.594.35.63
Proposed Expenditure	\$689.68
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Construction Unlimited
Amount	\$689.68
Start Date	Ratified
End Date	9/30/17

Previous Council/Committee Action: Original contract awarded on 7/24/17. Modification 01 awarded on 9/18/17.

Competing Viewpoints Considered: N/A

Recommended Motion: I move the City Council provide consent to issue a contract modification to Construction Unlimited in the amount of \$689.68 increasing the total contract price to \$210,274.49.

Alternative Actions: N/A

Attachments: Modification 02 to Contract 17-094-SEW-001



**Contract Number 17-094-SEW-001
Modification 02**

Date	October 3, 2017			
Modification No.	01			
Page	1	of	1	Pages

Contract Number 17-094-SEW-001

Contract Title Emergency Sewer Repair Blocks 804 & 805 Northern Pacific Addn.

Prime Contractor Construction Unlimited Inc.

PREAMBLE

In accordance with Provisions 1-04.4 Changes as cited in Standard Specifications for Road, Bridge, and Municipal Construction 2016, 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 \$209,584.81 by \$689.68 to \$210,274.49.

The Contract is amended as follows:

DESCRIPTION:

Insert the following *third paragraph* under Description:

"The work as described above is hereby amended per Modification 02. The Contractor required additional material for modified pit run and crushed surfacing top course for the project."

U/M:

Is revised to read:

"LS"

AMOUNT:

Is revised to read:

"\$193,801.37"

SUBTOTAL:

Is revised to read:

"\$193,801.37"

SALES TAX @ 8.5%:

Is revised to read:

"\$16,473.12"

TOTAL PRICE:

Is revised to read:

"\$210,274.49"

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 _____

CONSTRUCTION UNLIMITED

By _____
Signature

Printed Name _____

Title _____

Date _____

Original Agreement Amount	\$96,689.78	Original Contract Completion Date	9/30/2017
Current Agreement Amount	\$209,584.81	Current Contract Completion Date	9/30/2017
Change Per this Modification	\$689.68	Net Change	0 days
Total After Amendment	\$210,274.49	Contract Completion Date After Change	9/30/2017



City Council Agenda Bill

Meeting Date: 10/2/2017

Agenda Item: 5e

Subject: Contract Modification for the Purchase of Fiber Optics Communication Materials (MicroFiber)

Staff Contact: Fred Buckenmeyer

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

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

Summary Statement: In accordance with General Provisions Article 1.6 under contract 14-056-IDS-004, City staff seeks Council consent to issue a contract modification to Gray Bar in the amount of \$162,964.56, increasing the total contract price to \$247,118.40 + freight, in order for the contractor to provide additional microfiber associated with the construction of Phase 2 of the City's fiber optics communication project. The demand for fiber strands was previously underestimated and a need to increase the fiber count was determined. The microfiber will be installed under the contract with Henkels and McCoy. This additional work is within the boundaries of the originally contracted work.

Background: City Council previously awarded the contract for microfiber to Gray Bar on 6/26/17.

Budget Impact	
Amount Budgeted	\$5,684,000
Budget Account (BARS)	401.000.594.34.63
Proposed Expenditure	\$162,964.56
Budget Amendment Required?	No
Revenue Source	Water Fund

Proposed Contract	
Contractor	Gray Bar
Amount	\$162,964.56
Start Date	Issuance of PO
Ship Date	6-8 weeks

Previous Council/Committee Action: Contracts have previously been awarded for design (NoaNet), construction (Henkels and McCoy), and materials (Craley, Gray Bar).

Competing Viewpoints Considered: N/A

Recommended Motion: I move that Council provide consent to issue a modification to Gray Bar under Contract 14-056-IDS-004 in the amount of \$162,964.56 for a total contract amount of \$247,118.40 + freight.

Alternative Actions: N/A

Attachments (listed in order presented): Modification to Contract 14-056-IDS-004



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

PURCHASE ORDER 14-056-IDS-004 Change Order 1

VENDOR: Gray Bar
Todd Allen
14603 E MONCRIEFF PL STE 200
AURORA CO 80011-1234

Date: October 3, 2017
Contact: Matt Reynolds
Department: Public Works Department
(360) 299-1951
mattr@cityofanacortes.org

Email: todd.allen@graybar.com
Phone: (720) 374-1717

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

Shipping: 6-8 weeks; FOB Ground Shipping charges + tax
to be added to contract total

Change Order 1 modifies PO 14-056-IDS-004 in accordance with General Provisions Article 1.6. Once work began it was discovered that additional materials are necessary in order to complete the fiber project. Accordingly, the items listed below are incorporated under this contract:

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
4	84,800	Microfiber MiDia GX Loose Tube Cable, OFS FITEL LLC F00-118-942-0285 AT-3CE453T-288_ MIDIA GX DRY CORE CABLE ALLWAVE + 0.35/0.31/0.25 db/km@1310/1385/1550 nm CABLE OD: 10.2 mm (0.402 IN.)	100	\$177.12	\$150,197.76
		Sum Total			\$150,197.76
		Sales Tax @ 8.5%			\$ 12,766.80
		Total Price before Freight			\$162,964.56

GRAY BAR

CITY OF ANACORTES

Signature

MAYOR

Printed Name

Date

Date

Original Agreement Amount	\$84,153.84
Current Agreement Amount	\$84,153.84
Change Per this Modification	\$162,964.56
Total After Modification	\$247,118.40



City Council Agenda Bill

Meeting Date: 10/2/2017

Agenda Item: 5f

Subject: Contract Modification: Ford F450 Crane Flat Deck and Crane with Accessories

Staff Contact: Fred Buckenmeyer

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

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

Summary Statement: In accordance with General Provisions Article 1.6 under contract 17-036-ERR-001, City staff seeks Council consent to issue a contract modification to TriVan Truck Body, LLC in the amount of \$3,359.16, increasing the total contract price to \$61,265.61, in order for the contractor to provide additional materials and labor necessary to make the crane and deck fully functional and to meet the future operational needs. This work includes additional tool compartments, pull out drawers, 2nd beacon, and HD spring pack kit to counter the sag/lean caused by the Autocrane unit. This additional work is within the boundaries of the originally contracted work.

Background: On April 4, 2017 the City solicited bids for the subject project and on April 11, 2017 a bid opening was conducted and 1 bid was received. The contract was awarded to TriVan by Council on 4/24/17.

Budget Impact	
Amount Budgeted	\$705,000.00
Budget Account (BARS)	501.790.594.48.60
Proposed Expenditure	\$3,359.16
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	TriVan Truck Body, LLC
Amount	\$3,359.16
Start Date	Notice to Proceed
End Date	9/15/17

Previous Council/Committee Action: Original contract awarded 4/24/17.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that Council provide consent to issue a modification to TriVan Truck and Body, LLC under Contract 17-036-ERR-001 in the amount of \$3,359.16 for a total contract amount of \$61,265.61.

Alternative Actions: N/A

Attachments (listed in order presented): Modification 02 to Contract 17-036-ERR-001



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

PURCHASE ORDER 17-036-ERR-001 Modification 02

VENDOR: TriVan Truck Body, LLC
Ryan Vandriel
1385 W Smith Rd
Ferndale, WA 98248

Date: October 3, 2017
Contact: WiL Ludemann
Department: Public Works Department
(360) 293-1921
ludemannw@cityofanacortes.org

Email: ryandriel@trivan.com
Phone: (360) 380-0773

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

Modification 02 modifies PO 17-036-ERR-001 in accordance with General Provisions Article 1.6. Once work began it was discovered that additional materials were necessary in order to make the crane and deck fully functional and to meet the future operational needs. Accordingly, the work listed below is incorporated under this contract:

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
2	1	Scope of Work as listed on Exhibit B, which is hereby incorporated by reference and made a part hereof.	LS	\$ 3,096.00	\$ 3,096.00
		Sum Total			\$3,096.00
		Sales Tax @ 8.5%			\$ 263.16
		Total Price			\$3,359.16

TRIVAN TRUCK BODY, LLC

CITY OF ANACORTES

Signature

MAYOR

Date

Date

Original Agreement Amount	\$57,906.45
Current Agreement Amount	\$57,906.45
Change Per this Modification	\$3,359.16
Total After Modification	\$61,265.61

PURCHASE ORDER 17-036-ERR-001
MODIFICATION 02
EXHIBIT B

Scope of Work:

<u>AUTOCRANE HC-6</u> The crane is moved from the curbside corner of the deck to the roadside (left-rear) corner of deck The outrigger (purchased from AutoCrane) is to extend out the roadside only (other side is fixed) TriVan to fabricate the hydraulic oil reservoir "in-house" as part of the pedestal structure The crane is to be ordered with a suction side filter (in addition to the specifications on work order)	No change in price
<u>TOOL COMPARTMENTS:</u> To be all Pro Tech polished aluminum, purchased items. (2) @ 30"x18"x18" (20-2073) One on each side under deck plus (1) additional under deck compartment, 24"W x 15"H x 15"D (20-2015) installed behind rear axle on curbside	\$565.00
<u>PULL OUT DRAWERS:</u> Add (2) aluminum 160lb drawers to each of the (2) 30x18x18 Pro Tech tool boxes. TriVan fabricated, unpainted, with basic liner (Dri-Dek or rubber) fitted in place. Total number of drawers required is four.	\$1,260.00
<u>12V ELECTRICAL:</u> Add 2nd beacon on dedicated bracket on cab guard, opposite the other one (Ecco 7945A) To be operated on same switch in cab as the other one (Ford auxiliary upfitter switch)	\$375.00
<u>STAKE SIDES:</u> Note that due to crane configuration, we must delete the stake-side fence at rear of deck	
<u>DECK CONSTRUCTION:</u> Note that 4" steel angle perimeter is used in place of 5" steel angle (this makes it easier to install the (3) Pro Tech tool boxes.	No change in price
<u>HD SPRING PACK:</u> supply & install (1) HD spring pack kit to Ford chassis, driver side, to counter sag/lean caused by Autocrane unit (includes 5 hours labor to install)	\$896.00

RESOLUTION 1995: WIRELESS MORATORIUM WORK PLAN

October 2, 2017



BACKGROUND

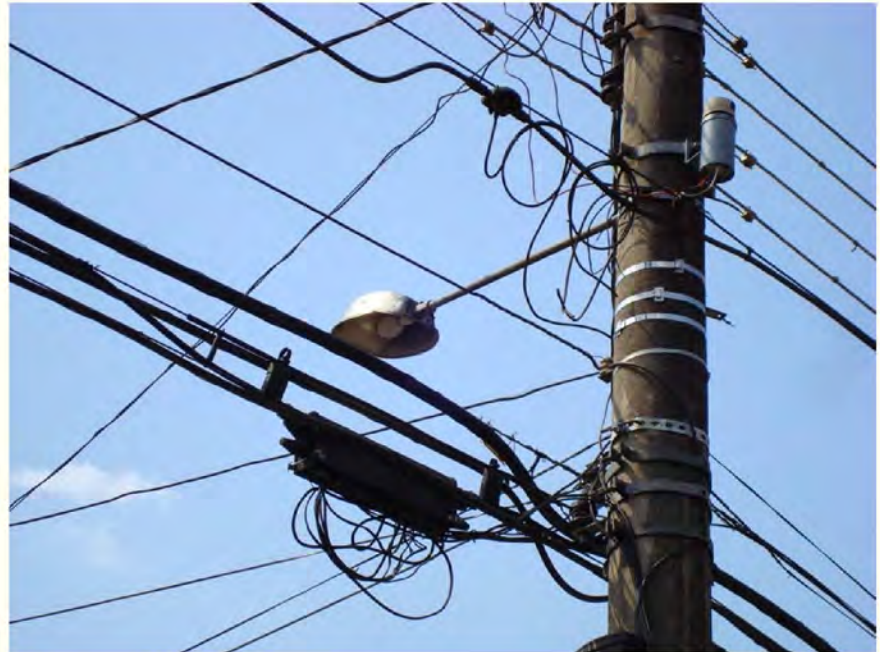
- August 28, 2017: City Council adopted Ord 3010 with a moratorium on new wireless facilities and telecommunications franchises
- RCW 36.70A.390 requires a public hearing w/in 60 days of moratorium to adopt work plan
- May extend moratorium up to 1 year if work plan adopted

PROPOSED WORK PLAN

	Task	Schedule
1.	Evaluate state and federal legal requirements	October 2017
2.	Identify primary goals and objectives for The City of Anacortes regulations, including key policy decisions.	October/November 2017
3.	Schedule meeting involving stakeholders and industry leaders to evaluate policy questions. Identify appropriate measures/regulations to achieve goals and objectives.	November 2017
4.	Based on stakeholder feedback, identify appropriate measures/regulations to achieve goals and objectives.	December 2017
5.	Prepare draft legislation/regulations.	December 2017/ January 2018
6.	Extension of moratorium if needed	January 2018
7.	Complete environmental review, notification to state agencies, public notice, etc. as required. Review state regulations and evaluate legislation enacted by other jurisdictions.	January/ February 2018
8.	Planning Commission public hearing and recommendation to City Council.	February 2018
9.	City Council review of draft legislation/regulations.	March 2018
10.	Revise as necessary.	March/April 2018
11.	City Council Public hearing on draft legislation/regulations.	April 2018
12.	Adoption of legislation/regulations.	May 2018

QUESTIONS?

Thank You!





City Council Agenda Bill

Meeting Date: 10/2/2017

Agenda Item: 6a

Subject: Wireless Work Plan

Staff Contact: Darcy Swetnam

Approved for Submittal to Commission by	
	Laurie Gere, Mayor
x	Don Measamer, Planning Director
x	Darcy Swetnam

Action Type	
	Ordinance
x	Resolution 1995
	Contract
	Public Hearing
	Staff Report

Summary Statement: This resolution would adopt a work plan to develop new code language on wireless facilities and telecommunications franchises.

Recommended Motion: I move that we adopt Resolution 1995 adopting a work plan for adopting City rules on wireless facilities and telecommunications franchises.

Background:

On August 28, 2017, the City passed ordinance 3010 which placed a six-month moratorium on the receipt and processing of new applications for wireless facilities and telecommunications franchises. Per state law, there must be a public hearing within 60 days of adoption of the moratorium for the City to adopt a work plan for completing the new regulations.

Budget Impact	
Amount Budgeted	N/A
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required	
Revenue Source	

Previous Council/Committee Action: The City Council passed an ordinance on August 28, 2017 adopting a moratorium on new wireless facilities and telecommunications franchises.

Alternative Actions: N/A

Attachments:

- Proposed Resolution 1995
- Proposed Work Plan

RESOLUTION 1995

A RESOLUTION REAFFIRMING ORDINANCE 3010 AND CONFIRMING THE 6 MONTH DURATION OF THE MORATORIUM CONTAINED THEREIN CONCERNING RECEIPT AND PROCESSING OF APPLICATIONS TO SITE WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS PURSUANT TO CHAPTER 17.63 AMC AND RECEIPT AND PROCESSING OF APPLICATIONS FOR TELECOMMUNICATIONS FRANCHISES OR MASTER PERMITS PURSUANT TO CHAPTER 5.36 AMC AND ADOPTING A WORK PLAN.

WHEREAS, the Anacortes Municipal Code Chapter 17.63 provides procedural rules for the receipt and processing of applications for siting wireless communications towers and antennas; and

WHEREAS, the Anacortes Municipal Code Chapter 5.36 provides rules for the receipt and processing of applications for telecommunications franchises or master permits; and

WHEREAS, City staff is currently working, with the assistance of outside counsel, on a plan to rewrite all of the Anacortes Municipal Code sections relating to telecommunications facilities, including wireless communications towers and antennas and franchise agreements; and

WHEREAS, the City of Anacortes adopted Ordinance 3010 (the “Moratorium”), which established a moratorium on the receipt and processing of applications to site wireless communications towers and antennas pursuant to Chapter 17.63 AMC and on the receipt and processing of applications for telecommunications franchises or master permits pursuant to Chapter 5.36 AMC on August 28, 2017 at a regular city council meeting; and

WHEREAS, RCW 36.70A.390 and RCW 35A.63.220 require cities to hold a public hearing within at least sixty (60) days of the adoption of such moratoria to develop a work plan; and

WHEREAS, the City Council held the public hearing on the work plan on October 2, 2017, less than sixty (60) days after the adoption of the Moratorium, and the proposed work plan attached hereto; and

NOW THEREFORE, BE IT RESOLVED BY THE ANACORTES CITY COUNCIL:

1. Reaffirms Ordinance 3010 establishing a Moratorium on new wireless facilities and telecommunications franchises; and
2. Adopts the attached proposed work plan.

PASSED AND APPROVED by the City Council this 2nd day of October, 2017.

CITY OF ANACORTES

Laurie Gere, Mayor

ATTEST:

Steve D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

By:_____
Darcy Swetnam, WSBA# 40530
City Attorney

Work Plan – Regulations for New Wireless Facilities and Telecommunications Franchises Related to Ordinance 3010

	Task	Schedule
1.	Evaluate state and federal legal requirements	October 2017
2.	Identify primary goals and objectives for The City of Anacortes regulations, including key policy decisions.	October/November 2017
3.	Schedule meeting involving stakeholders and industry leaders to evaluate policy questions. Identify appropriate measures/regulations to achieve goals and objectives.	November 2017
4.	Based on stakeholder feedback, identify appropriate measures/regulations to achieve goals and objectives.	December 2017
5.	Prepare draft legislation/regulations.	December 2017/January 2018
6.	Extension of moratorium if needed	January 2018
7.	Complete environmental review, notification to state agencies, public notice, etc. as required. Review state regulations and evaluate legislation enacted by other jurisdictions.	January/February 2018
8.	Planning Commission public hearing and recommendation to City Council.	February 2018
9.	City Council review of draft legislation/regulations.	March 2018
10.	Revise as necessary.	March/April 2018
11.	City Council Public hearing on draft legislation/regulations.	April 2018
12.	Adoption of legislation/regulations.	May 2018

Please note that the adoption of permanent regulations may take up to twelve (12) months depending upon public comment, Planning Commission input and City Council review and adoption. RCW 36.70A.390 and RCW 35.A.63.220.



CITY COUNCIL

OCTOBER 2, 2017, @ 6:00 PM

BY: KEVIN CRICCHIO, AICP, WPIT, ASSOCIATE PLANNER

FINAL PLAT, PHASE IV, ROCK RIDGE SOUTH:

SUBJECT PROPOSAL:

The Planning, Community, & Economic Development Department recently received a request from the applicant for final plat approval concerning Phase IV of the Rock Ridge South subdivision.

Rock Ridge South is a 5 phase, 88-lot subdivision located on 31.18 acres. To date, three (3) of the five (5) phases of the Rock Ridge South subdivision have been final platted with phases four (4) and five (5) remaining. Phase IV consists of 13 lots.

FINAL PLAT, PHASE IV, ROCK RIDGE SOUTH:

SUBJECT PROPOSAL:

RECORDED FINAL PLAT PHASE # OF ROCK RIDGE SOUTH SUBDIVISION:	NUMBER OF LOTS INVOLVED:
Phase #1	22 Lots
Phase #2	16 Lots
Phase #3	18 Lots
Proposed Phase #4	13 Lots
SUBTOTAL:	69 LOTS
Phase #5 –The final plat has yet to be submitted. Required improvements however are under construction.	16 Proposed Lots
TOTAL:	85 LOTS
TOTAL NUMBER OF LOTS PERMITTED PER THE APPROVED PRELIMINARY PLAT OF ROCK RIDGE SOUTH	88 LOTS

FINAL PLAT, PHASE IV, ROCK RIDGE SOUTH

PROJECT LOCATION:

The subject subdivision is generally located between Antone Way and Berentson Court, Anacortes, Washington and lies within a portion of Section 26; Township 35 North; Range 1 East; Willamette Meridian.

APPLICANT /LANDOWNER:

RR Summit NW, LLC
P.O. Box 319
Anacortes, WA 98221

FINAL PLAT, PHASE IV, ROCK RIDGE SOUTH:

FINAL PLAT MAP ERROR, PHASE 4, ROCK RIDGE SOUTH:

- Since the Planning Commission met, it came to staff's attention that there was an error on the final plat map for Phase IV of Rock Ridge South subdivision in that Lot #8 didn't have the required minimum 30-feet of panhandle width and frontage on to a city street.
- The final plat map was corrected so that Lot #8 now meets the minimum panhandle width and frontage on to a city street. You have been provided with a copy of this corrected final plat map.

FINAL PLAT, PHASE IV, ROCK RIDGE SOUTH:

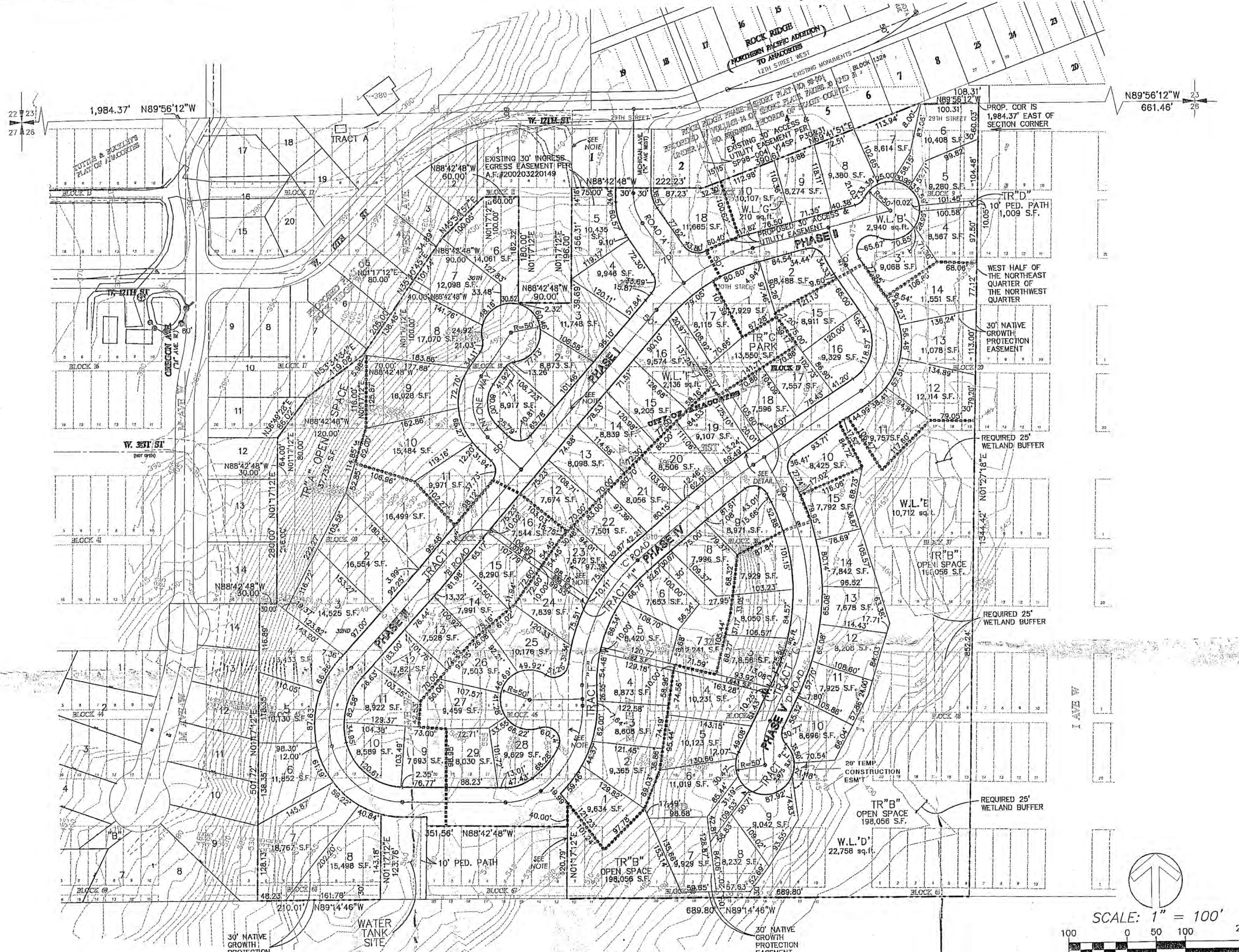
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- AMC 16.16.030(A), “If the City Council finds that the final plat meets the requirements in the preliminary plat approval conditions, the final plat will be approved.”

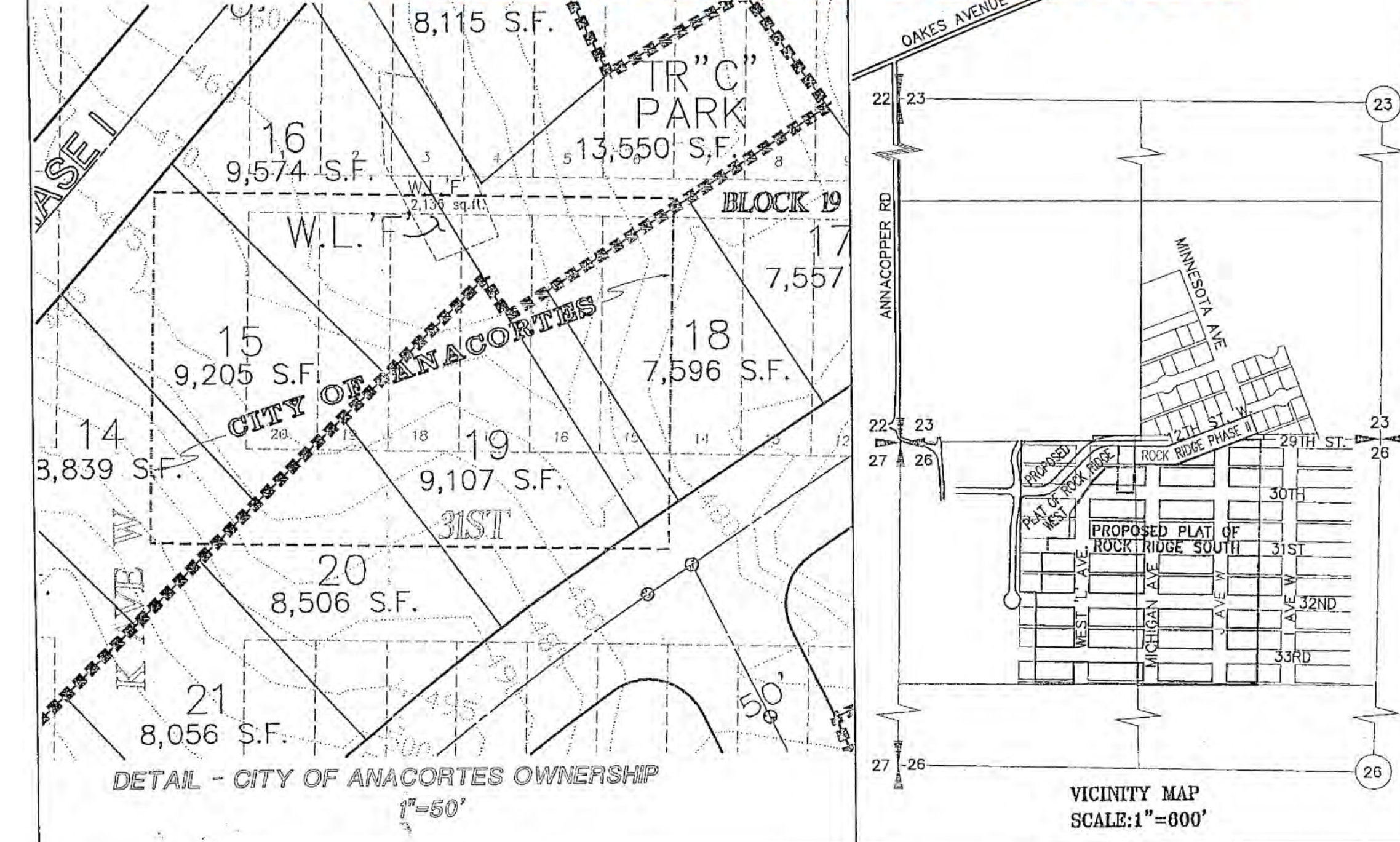
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- The matter was tabled for further consideration until October 2, 2017.

SEC 26, TWP 35N, RGE 1E, W.M.



PRELIMINARY PLAT MAP



LEGAL DESCRIPTION FOR ROCK RIDGE SOUTH:

THAT PORTION OF BLOCKS 9, 10, 11, 17, 18, 19, 20, 37, 38, 39, 40, 45, 46, 47, 48, 65, 66, 67 AND 68 IN THE PLAT OF TUTTLE & BUCKLEY'S PLAT OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 23, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M. SAID COUNTY; THENCE S89°56'12"E ALONG THE NORTH LINE OF SAID SUBDIVISION 1984.37 FEET TO THE NORTHWEST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER, AND THE TRUE POINT OF BEGINNING; THENCE S12°17'18"W ALONG THE EAST LINE OF SAID WEST HALF 1344.42 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE N88°42'48"W ALONG THE SOUTH LINE OF SAID SUBDIVISION 689.80 FEET TO THE SOUTHWEST CORNER OF LOT 12 SAID BLOCK 67; THENCE N17°12'12"E 120.79 FEET TO THE NORTHWEST CORNER OF LOT 9, SAID BLOCK 67; THENCE N88°42'48"W ALONG THE NORTH LINE OF SAID BLOCK AND THE WESTERLY PROLONGATION THEREOF 320.00 FEET TO THE NORTHEAST CORNER OF LOT 10, SAID BLOCK 68; THENCE S17°12'12"W 123.76 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER, BEING THE SOUTHEAST CORNER OF LOT 11, SAID BLOCK 68; THENCE N89°14'46"W ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 210.01 FEET TO THE SOUTHWEST CORNER OF LOT 17, SAID BLOCK 68; THENCE N17°12'12"E 501.72 FEET TO THE SOUTHWEST CORNER OF LOT 17, SAID BLOCK 40; THENCE S88°42'48"E 30.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 17; THENCE N17°12'12"E 80.00 FEET TO THE SOUTHWEST CORNER OF LOT 15, SAID BLOCK 17; THENCE N17°12'12"E 116.00 FEET TO THE SOUTHWEST CORNER OF LOT 10, SAID BLOCK 17; THENCE S88°42'48"E 100.00 FEET; THENCE N17°12'12"E 100.00 FEET; THENCE S88°42'48"E 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1, SAID BLOCK 18; THENCE N17°12'12"E 80.00 FEET TO THE SOUTHWEST CORNER OF LOT 20, SAID BLOCK 11; THENCE S88°42'48"E 90.00 FEET TO THE SOUTHWEST CORNER OF LOT 17, SAID BLOCK 11; THENCE N17°12'12"E 100.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE S88°42'48"E 60.00 FEET TO THE NORTHEAST CORNER OF LOT 16, SAID BLOCK 11; THENCE N17°12'12"E 18.00 FEET TO THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK 11; THENCE S88°42'48"E ALONG THE SOUTH LINE OF SAID LOT AND EASTERLY PROLONGATION THEREOF 165.00 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN CITY OF ANACORTES SHORT PLAT 98-004, RECORDED IN VOLUME 14 OF SHORT PLATS, PAGES 30 AND 31 UNDER A.F. # 9905240012, RECORDS OF SAID COUNTY;

THENCE S88°42'48"E 60.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 IN SAID SHORT PLAT; THENCE S88°42'48"E ALONG THE SOUTH LINE OF SAID SHORT PLAT, 87.23 FEET; THENCE N69°41'51"E ALONG THE SOUTHEASTLY LINE OF SAID SHORT PLAT 390.61 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE S89°56'12"E 108.31 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF TRACT 'B' IN THE PROPOSED PLAT OF ROCK RIDGE WEST DESIGNATED FOR 'FUTURE DEVELOPMENT' DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5, SAID BLOCK 40; THENCE S88°42'48"E 30.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE N17°12'12"E 80.00 FEET TO THE SOUTHWEST CORNER OF LOT 15, SAID BLOCK 17; THENCE S88°42'48"E 120.00 FEET TO THE SOUTHWEST CORNER OF LOT 12, SAID BLOCK 17; THENCE N17°12'12"E 116.00 FEET TO THE SOUTHWEST CORNER OF LOT 10, SAID BLOCK 17; THENCE S88°42'48"E 100.00 FEET; THENCE N17°12'12"E 100.00 FEET; THENCE S88°42'48"E 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1, SAID BLOCK 18; THENCE N17°12'12"E 80.00 FEET TO THE SOUTHWEST CORNER OF LOT 20, SAID BLOCK 11; THENCE S88°42'48"E 90.00 FEET TO THE SOUTHWEST CORNER OF LOT 17, SAID BLOCK 11; THENCE N17°12'12"E 100.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE S88°42'48"E 60.00 FEET TO THE NORTHEAST CORNER OF LOT 16, SAID BLOCK 11; THENCE N17°12'12"E 18.00 FEET TO THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK 11; THENCE S88°42'48"E ALONG THE SOUTH LINE OF SAID LOT AND EASTERLY PROLONGATION THEREOF 165.00 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN CITY OF ANACORTES SHORT PLAT 98-004, RECORDED IN VOLUME 14 OF SHORT PLATS, PAGES 30 AND 31 UNDER A.F. # 9905240012, RECORDS OF SAID COUNTY;

TOGETHER WITH THOSE VACATED PORTIONS OF K AVE 'W', 31ST, AND THE ALLEY ABUTTING SAID LOTS HAVING BEEN VACATED UNDER ORDINANCE NO. 296 AS WOULD ATTACH BY OPERATION OF LAW.

PLAT NAME: ROCK RIDGE SOUTH (PHASE V, ALTERNATIVE PLAN)

APPLICANT/OWNER: ROCK RIDGE LLC
3307 "H" AVENUE
ANACORTES, WA 98221
(360) 299-0408

PROJECT PLANNER: LANG ASSOCIATES, INC.
10658 RIVIERA PLACE N.E.
SEATTLE, WA 98125
(206) 306-8880

PROJECT MANAGER: NELSEN DEVELOPMENT GROUP
14205 S.E. 36TH STREET, #100
BELLEVUE, WASHINGTON 98006
(425) 519-3656

LAND SURVEYOR/ENGINEER & FIELD TOPOGRAPHY: SUMMIT ENGINEERS & SURVEYORS, INC.
2218 OLD HIGHWAY 99 SOUTH
MOUNT VERNON, WA 98273
(360) 416-4999

NOTE: ROADS AND ALLEYS VACATED EAST OF LINE PER ORDINANCE NO. 296 AS WOULD ATTACH BY OPERATION OF LAW.

EXISTING ZONING: RESIDENTIAL LOW DENSITY - (R2)

ACREAGE: 31.16

NO. OF LOTS PROPOSED: 88 (2.82/AC.)

PHASING: I
II
III
IV
V

PROPOSED USE: DETACHED SINGLE FAMILY
7,500 SQUARE FEET
CITY OF ANACORTES

DATUM:

AREA BREAKDOWN DESCRIPTION	SQ.-FT.	ACRES	PERCENTAGE OF TOTAL AREA
LOTS (ALL PHASES)	865,038	19.86	63.74%
STREETS (ALL PHASES)	233,720	5.37	17.22%
ACCESS TRACT "E"	2,975	4.55	0.22%
PROPERTY EXCHANGE *	198,056	4.06	14.59%
OPEN-SPACE/PARK **	57,287	1.32	4.22%
TOTAL	1,357,076	31.16	100.00%

* TRACT "B" INCLUDING WETLANDS 'D' & 'E' AND 25' BUFFER

** TRACTS "A" & "C" & "D" & "F" & "G" & "H" & "I" (OWNERSHIP TO BE RETAINED BY THE HOMEOWNER'S ASSOCIATION)

*** 200% BONUS FOR RETENTION PER CITY OF ANACORTES CODE 17.41.050 - EXISTING SITE VEGETATION.

PROPERTY EXCHANGE DESCRIPTION	SQ.-FT.	ACRES	PERCENTAGE OF TOTAL AREA
CITY OWNERSHIP	(32,560)	(0.75)	(2.40%)
USABLE	118,056	2.71	8.70%
WETLAND 'D' & 'E'	33,470	0.77	2.47%
REQUIRED 25' BUFFER	46,530	1.07	3.43%
NET GAIN TO CITY	165,496	3.80	12.20%

LANDSCAPE AREA DESCRIPTION	SQ.-FT.	ACRES	% OF TOTAL AREA (ACTUAL)	% OF TOTAL AREA (WITH 200% BONUS)
TRACT "A"	37,732	0.87	2.78%	2.78%
TRACT "B"	198,056	4.55	14.59%	29.18% ***
TRACT "C"	13,550	0.31	1.00%	1.00%
TRACT "D"	1,009	0.02	0.07%	0.07%
TRACT "E"	1,292	0.03	0.10%	0.10%
TRACT "F"	1,643	0.04	0.12%	0.12%
TRACT "G"	1,073	0.02	0.08%	0.08%
TRACT "H"	988	0.02	0.07%	0.07%
N.G.P.E.	31,872	0.73	2.35%	2.35%
TOTAL PROVIDED	287,215	6.59	21.16%	35.75%

WATER: CITY OF ANACORTES

SEWAGE DISPOSAL: CITY OF ANACORTES

FIRE: CITY OF ANACORTES FIRE DEPARTMENT

SCHOOL: ANACORTES SCHOOL DISTRICT

TELEPHONE: VERIZON

GAS: CASCADE NATURAL GAS



Lang Associates, Inc.
Land Use and Development Consultants
10658 Riviera Place N.E.
Seattle, WA 98125
TEL: (206) 306-8880
FAX: (206) 362-6848
Email: deenlang@yahoo.com

FILE NAME: 03203-96145PP5

PLOT SCALE: 1:1 PAPER SPACE

LAST EDIT DATE: 11/21/2003

DESIGNED BY:

DRAWN BY:

CHECKED BY:

SUMMIT Engineers & Surveyors, Inc.
2218 Old Highway 99 So. Mount Vernon WA. 98273
Phone: (360) 416-4999 Fax: (360) 416-4949

PRELIMINARY PLAT MAP

PROJECT: ROCK RIDGE SOUTH, PHASE V, ALTERNATIVE PLAN

DEVELOPER: ROCK RIDGE LLC, 3307 "H" AVENUE, ANACORTES, WA 98221 PHONE: (360) 299-0408

1 of 7

NW 1/4, SEC. 26, TWP 35N, RNG. 1 E, W.M.



1. FOUND CONCRETE MON WITH BRASS CAP IN CASE WITH COVER.
2. EQUIPMENT USED: CARLSON CR2 2" TOTAL STATION.
3. ALL CONCRETE MONUMENTS WERE VISITED ON 3-22-2017.
4. ERROR OF CLOSURE MEETS WASHINGTON STATE SURVEY STANDARDS.
5. SURVEY METHOD: STANDARD FIELD TRAVERSE.
6. BASIS OF BEARINGS: PLAT OF ROCK RIDGE SOUTH PHASE 1 & 2 AF #200701240094.

CORRECTED FINAL
PLAT MAP, PHASE 4,
ROCK RIDGE SOUTH



LAND SURVEYOR 9-12
DALE HERRIGSTAD PLS
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221
360-299-8804

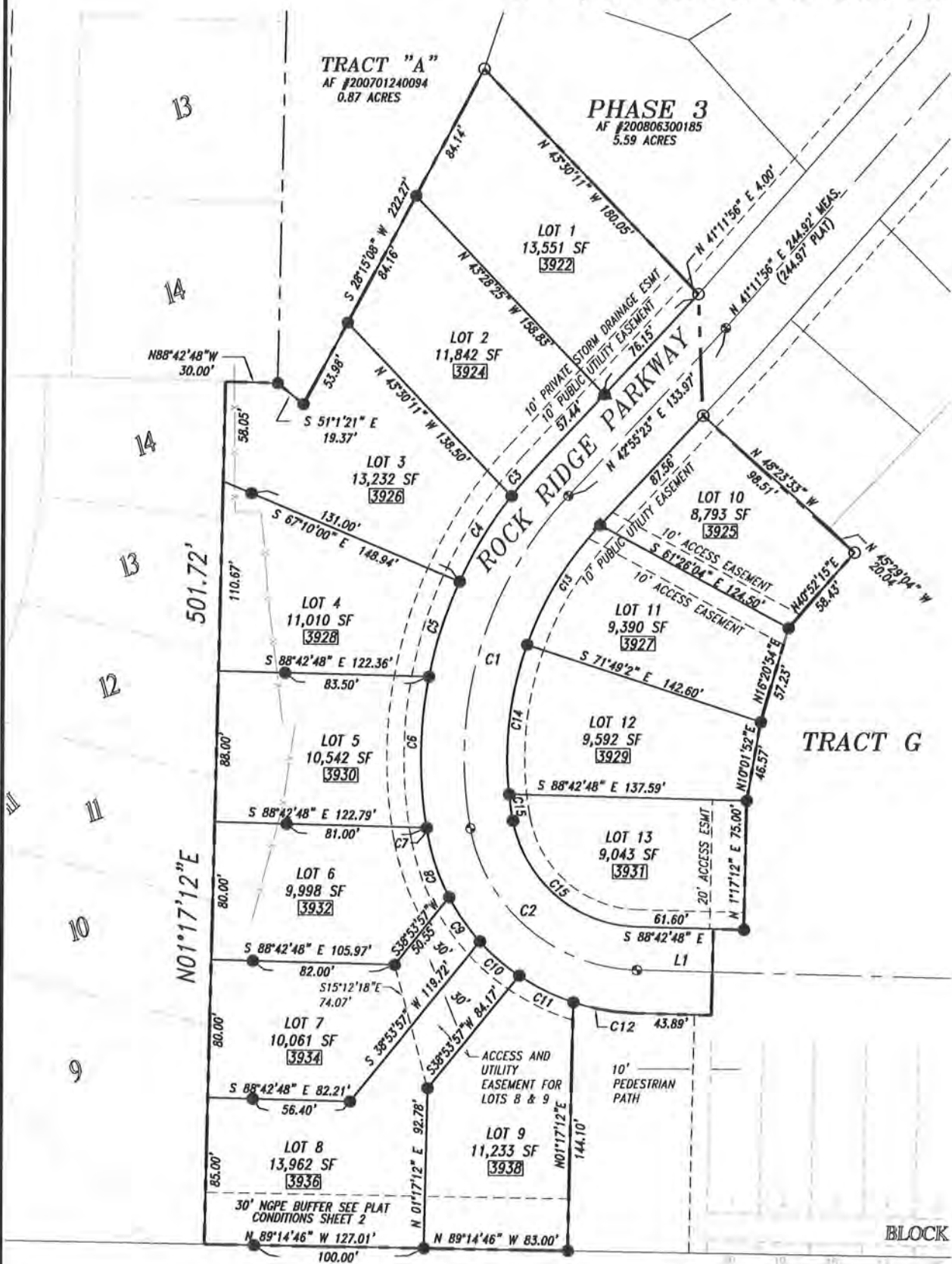
PW #03-037-DEV SHEET 3 OF 4

SCALE: NOTED

JOB 2015-146

PLAT OF ROCK RIDGE SOUTH PHASE 4

NW 1/4, SEC. 26, TWP 35N, RNG. 1 E, W.M.



NOTES

1. SET CONCRETE MON WITH BRASS CAP IN CASE WITH COVER.
2. SET RE-BAR AND RED CAP PLS. #27817.
3. FOUND EXISTING REBAR AND CAP MARKED AS NOTED. VISITED 3-22-2017.
4. EQUIPMENT USED: CARLSON CR2 2" TOTAL STATION.
5. ALL CONCRETE MONUMENTS WERE VISITED ON 3-22-2017.
6. ERROR OF CLOSURE MEETS WASHINGTON STATE SURVEY STANDARDS.
7. SURVEY METHOD: STANDARD FIELD TRAVERSE.
8. BASIS OF BEARINGS: PLAT OF ROCK RIDGE SOUTH PHASE 1 & 2, AF 200701240094.
9. ADDRESSES SHOWN ON PLAT.
10. SEE SHEET 3, PUD AND PLAT CONDITIONS #2 FOR BUILDING SETBACK REQUIREMENTS.
11. BSBL BUILDING SETBACK LINE.

CORRECTED FINAL
PLAT MAP, PHASE 4,
ROCK RIDGE SOUTH

CURVE TABLE

NUMBER	RADIUS	ARC LENGTH	DELTA ANGLE
C1	225.00'	209.67'	53°23'31"
C2	100.00'	136.56'	78°14'35"
C3	250.00'	22.66'	5°11'35"
C4	250.00'	58.50'	13°24'25"
C5	250.00'	58.50'	13°24'26"
C6	250.00'	88.46'	20°16'28"
C7	250.00'	4.85'	01°06'39"
C8	125.00'	37.70'	17°16'51"
C9	125.00'	31.32'	14°21'18"
C10	125.00'	30.09'	13°47'37"
C11	125.00'	34.96'	16°01'20"
C12	125.00'	62.00'	88°48'41"
C13	200.00'	82.29'	23°34'30"
C14	200.00'	88.58'	25°22'39"
C15	200.00'	15.50'	4°26'25"
C16	75.00'	102.42'	78°14'37"

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 88°42'48" E	43.89'

OWNER/DEVELOPER
RR Summitt NW LLC
PO BOX 319
ANACORTES, WA 98221
360-293-7431

LAND SURVEYOR
DALE HERRIGSTAD PLS
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221
360-299-8804



9-20-17

PW #03-037-DEV

SHEET 4 OF 4

DWN BY: DKH
DATE: SEPT 2017

HERRIGSTAD ENGINEERING & SURVEYING
4320 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8804

SCALE: NOTED
JOB 2015-146



City Council Agenda Bill

Meeting Date: 10/2/2017 **Agenda Item:**

Subject: Final Plat Approval, Phase IV, Rock Ridge South Subdivision

Staff Contact: Kevin Cricchio, AICP, WPIT, Associate Planner

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

Action Type	
	Ordinance No.
X	Discussion
X	Possible Action
X	Public Meeting

Background:

At **6:00 PM on October 2, 2017**, the City Council will conduct a public meeting to consider a final plat request concerning Phase IV of the Rock Ridge South subdivision. City Council met on September 25, 2017, to conduct a public meeting to determine if the conditions of approval for the preliminary plat of Rock Ridge South subdivision have been met. The matter was tabled until October 2, 2017, for further consideration. Rock Ridge South is a 5 phase, 88-lot subdivision located on 31.18 acres. The subject subdivision is generally located between Antone Way and Berentson Court, Anacortes, Washington and lies within a portion of Section 26; Township 35 North; Range 1 East; Willamette Meridian.

The preliminary plat was approved by City Council on **July 19, 2004**, however the decision was appealed through a LUPA action to Skagit County Superior Court. The LUPA appeal process finished on May 23, 2005. Therefore, the preliminary plat approval date is considered **May 23, 2005**. According to RCW 58.17.140(3)(b), since the preliminary plat was approved on or before December 31, 2007, a final plat must be submitted meeting all applicable City and State requirements within ten (10) years of the date that preliminary plat approval was given. After reviewing our files, City Council also granted a one-time three (3) year extension to the Rock Ridge South preliminary plat. According to AMC 16.12.030(B), a final plat for the remaining phases (4 & 5) of the subject preliminary plat shall be submitted to City Council for approval before **May 23, 2018**. To date, three of the five phases of the Rock Ridge South subdivision have been final platted with phases four and five remaining.

Planning Commission Recommendation:

AMC 16.16.020 includes requirements for final plat applications, including a recommendation for approval or disapproval from the Planning Commission as to the substantial compliance with all terms and conditions of preliminary plat approval. The Planning Commission conducted a public meeting at **6:00 PM on September 13, 2017**, in order to make a recommendation of approval or disapproval to City Council concerning the final plat request of Phase IV of Rock Ridge South subdivision. Following a presentation

by PCED staff and deliberation on the matter, the Planning Commission voted 5-0 in favor of recommending approval to City Council.

Recommended Motion:

I move that City Council make a motion to approve the final plat request for Phase IV of the Rock Ridge South subdivision.

Attachment:

[PCED Presentation](#)



CITY COUNCIL

OCTOBER 2, 2017, @ 6:00 PM

BY: KEVIN CRICCHIO, AICP, WPIT, ASSOCIATE PLANNER

FINAL PLAT, PHASE IV, ROCK RIDGE SOUTH:

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APPLICANT /LANDOWNER:

RR Summit NW, LLC
P.O. Box 319
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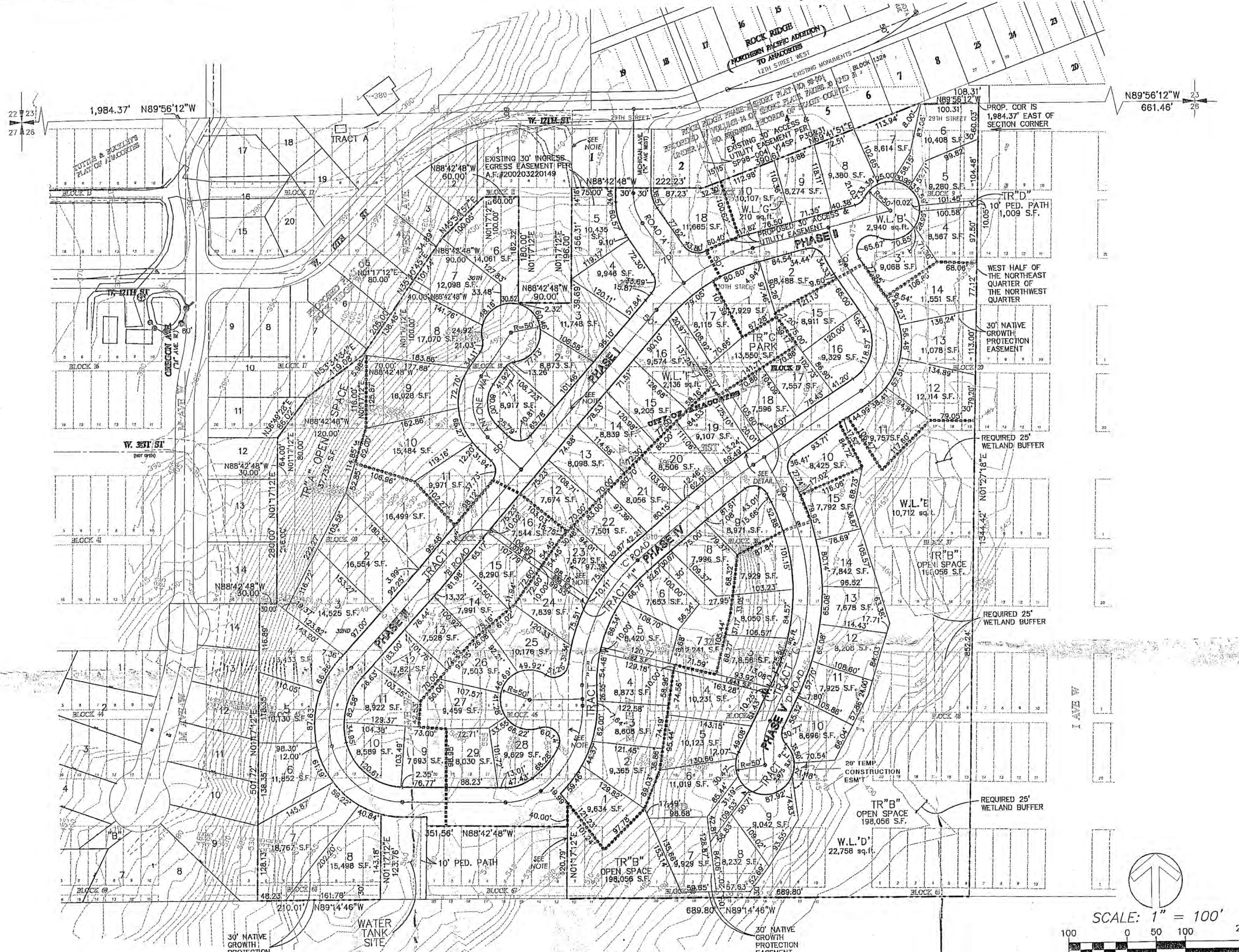
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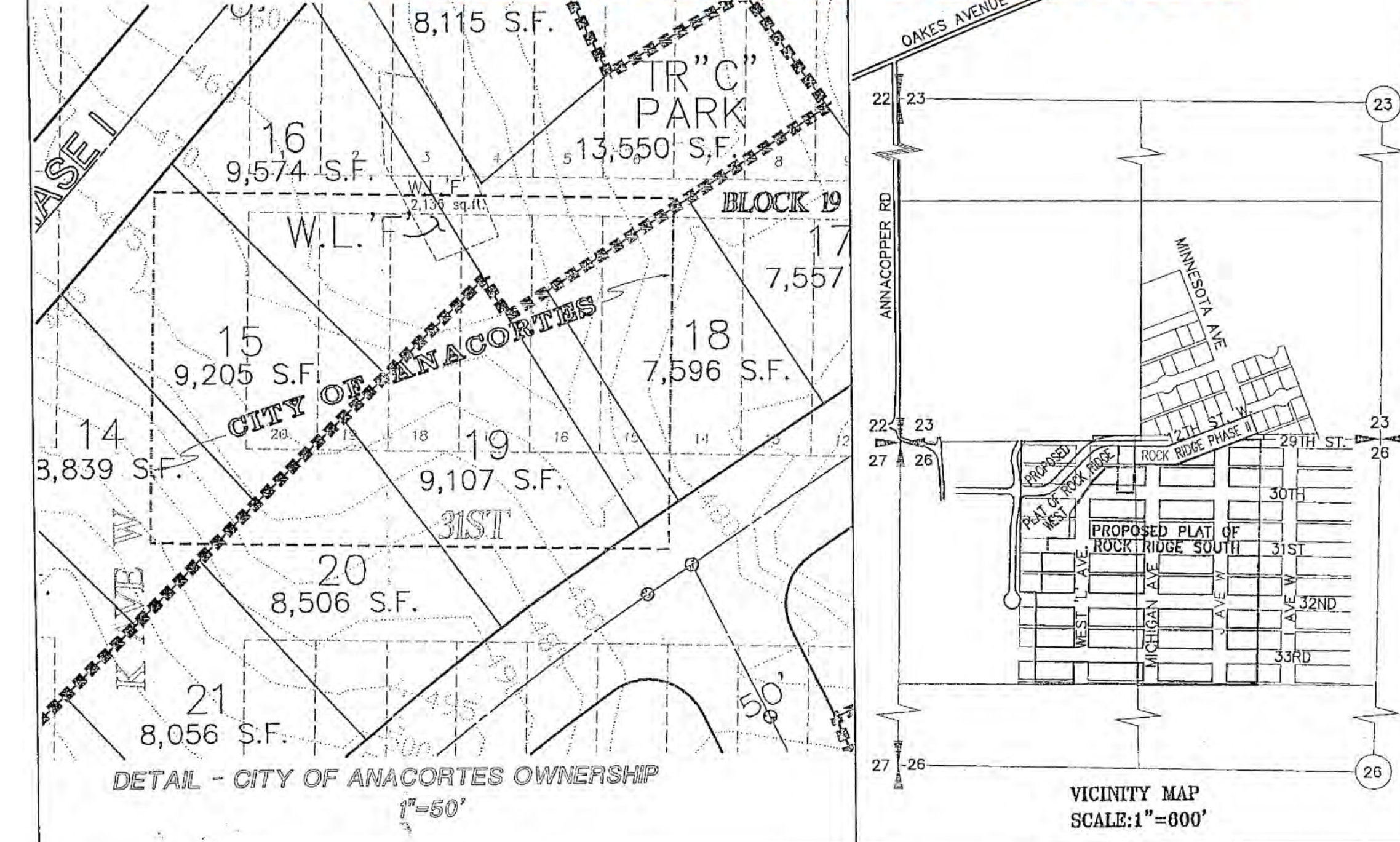
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SEC 26, TWP 35N, RGE 1E, W.M.



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LEGAL DESCRIPTION FOR ROCK RIDGE SOUTH:

THAT PORTION OF BLOCKS 9, 10, 11, 17, 18, 19, 20, 37, 38, 39, 40, 45, 46, 47, 48, 65, 66, 67 AND 68 IN THE PLAT OF TUTTLE & BUCKLEY'S PLAT OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 23, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M. SAID COUNTY; THENCE S89°58'12"E ALONG THE NORTH LINE OF SAID SUBDIVISION 1984.37 FEET TO THE NORTHWEST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER, AND THE TRUE POINT OF BEGINNING; THENCE S12°17'18"W ALONG THE EAST LINE OF SAID WEST HALF 1344.42 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE N88°42'48"W ALONG THE SOUTH LINE OF SAID SUBDIVISION 689.80 FEET TO THE SOUTHWEST CORNER OF LOT 12 SAID BLOCK 67; THENCE N17°12'12"E 120.79 FEET TO THE NORTHWEST CORNER OF LOT 9, SAID BLOCK 67; THENCE N88°42'48"W ALONG THE NORTH LINE OF SAID BLOCK AND THE WESTERLY PROLONGATION THEREOF 320.00 FEET TO THE NORTHEAST CORNER OF LOT 10, SAID BLOCK 68; THENCE S17°12'12"W 123.76 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER, BEING THE SOUTHEAST CORNER OF LOT 11, SAID BLOCK 68; THENCE N89°44'46"W ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 210.01 FEET TO THE SOUTHWEST CORNER OF LOT 17, SAID BLOCK 68; THENCE N17°12'12"E 501.72 FEET TO THE SOUTHWEST CORNER OF LOT 17, SAID BLOCK 40; THENCE S88°42'48"E 30.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 17; THENCE N17°12'12"E 216.00 FEET TO THE NORTHWEST CORNER OF LOT 5, SAID BLOCK 40; THENCE S88°42'48"E 30.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE N17°12'12"E 80.00 FEET TO THE SOUTHWEST CORNER OF LOT 15, SAID BLOCK 17; THENCE S88°42'48"E 120.00 FEET TO THE SOUTHWEST CORNER OF LOT 10, SAID BLOCK 17; THENCE N17°12'12"E 116.00 FEET TO THE SOUTHWEST CORNER OF LOT 17, SAID BLOCK 17; THENCE S88°42'48"E 70.00 FEET; THENCE N17°12'12"E 100.00 FEET; THENCE S88°42'48"E 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1, SAID BLOCK 18; THENCE N17°12'12"E 80.00 FEET TO THE SOUTHWEST CORNER OF LOT 20, SAID BLOCK 11; THENCE S88°42'48"E 90.00 FEET TO THE SOUTHWEST CORNER OF LOT 17, SAID BLOCK 11; THENCE N17°12'12"E 100.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE S88°42'48"E 60.00 FEET TO THE NORTHEAST CORNER OF LOT 16, SAID BLOCK 11; THENCE N17°12'12"E 18.00 FEET TO THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK 11; THENCE S88°42'48"E ALONG THE SOUTH LINE OF SAID LOT AND EASTERLY PROLONGATION THEREOF 165.00 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN CITY OF ANACORTES SHORT PLAT 98-004, RECORDED IN VOLUME 14 OF SHORT PLATS, PAGES 30 AND 31 UNDER A.F. # 9905240012, RECORDS OF SAID COUNTY;

THENCE S88°42'48"E 60.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 IN SAID SHORT PLAT; THENCE S88°42'48"E ALONG THE SOUTH LINE OF SAID SHORT PLAT, 87.23 FEET; THENCE N69°41'51"E ALONG THE SOUTHEASTLY LINE OF SAID SHORT PLAT 390.61 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE S89°58'12"E 108.31 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF TRACT 'B' IN THE PROPOSED PLAT OF ROCK RIDGE WEST DESIGNATED FOR 'FUTURE DEVELOPMENT' DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5, SAID BLOCK 40; THENCE S88°42'48"E 30.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE N17°12'12"E 80.00 FEET TO THE SOUTHWEST CORNER OF LOT 15, SAID BLOCK 17; THENCE S88°42'48"E 120.00 FEET TO THE SOUTHWEST CORNER OF LOT 12, SAID BLOCK 17; THENCE N17°12'12"E 116.00 FEET TO THE SOUTHWEST CORNER OF LOT 10, SAID BLOCK 17; THENCE S88°42'48"E 100.00 FEET; THENCE N17°12'12"E 70.00 FEET; THENCE S88°42'48"E 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1, SAID BLOCK 18; THENCE N17°12'12"E 80.00 FEET TO THE SOUTHWEST CORNER OF LOT 20, SAID BLOCK 11; THENCE S88°42'48"E 90.00 FEET TO THE SOUTHWEST CORNER OF LOT 17, SAID BLOCK 11; THENCE N17°12'12"E 100.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE S88°42'48"E 60.00 FEET TO THE NORTHEAST CORNER OF LOT 16, SAID BLOCK 11; THENCE N17°12'12"E 18.00 FEET TO THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK 11; THENCE S88°42'48"E ALONG THE SOUTH LINE OF SAID LOT AND EASTERLY PROLONGATION THEREOF 165.00 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN CITY OF ANACORTES SHORT PLAT 98-004, RECORDED IN VOLUME 14 OF SHORT PLATS, PAGES 30 AND 31 UNDER A.F. # 9905240012, RECORDS OF SAID COUNTY;

TOGETHER WITH THOSE VACATED PORTIONS OF K AVE 'W', 31ST, AND THE ALLEY ABUTTING SAID LOTS HAVING BEEN VACATED UNDER ORDINANCE NO. 296 AS WOULD ATTACH BY OPERATION OF LAW.

NOTE:

THE ABOVE DESCRIPTION INCLUDES A TRACT OF LAND OWNED BY THE CITY OF ANACORTES DESCRIBED AS FOLLOWS:

LOTS 15 THROUGH 20, BLOCK 19 IN THE PLAT OF TUTTLE & BUCKLEY'S PLAT OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 23, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THOSE VACATED PORTIONS OF K AVE 'W', 31ST, AND THE ALLEY ABUTTING SAID LOTS HAVING BEEN VACATED UNDER ORDINANCE NO. 296 AS WOULD ATTACH BY OPERATION OF LAW.

PLAT NAME: ROCK RIDGE SOUTH (PHASE V, ALTERNATIVE PLAN)

APPLICANT/OWNER: ROCK RIDGE LLC
3307 "H" AVENUE
ANACORTES, WA 98221
(360) 299-0408

PROJECT PLANNER: LANG ASSOCIATES, INC.
10658 RIVIERA PLACE N.E.
SEATTLE, WA 98125
(206) 306-8880

PROJECT MANAGER: NELSEN DEVELOPMENT GROUP
14205 S.E. 36TH STREET, #100
BELLEVUE, WASHINGTON 98006
(425) 519-3656

LAND SURVEYOR/ENGINEER & FIELD TOPOGRAPHY: SUMMIT ENGINEERS & SURVEYORS, INC.
2218 OLD HIGHWAY 99 SOUTH
MOUNT VERNON, WA 98273
(360) 416-4999

NOTE: ROADS AND ALLEYS VACATED EAST OF LINE PER ORDINANCE NO. 296 AS WOULD ATTACH BY OPERATION OF LAW.

EXISTING ZONING: RESIDENTIAL LOW DENSITY - (R2)
ACREAGE: 31.16
NO. OF LOTS PROPOSED: 88 (2.82/AC.)

PHASING: I
II
III
IV
V

PROPOSED USE: DETACHED SINGLE FAMILY
MINIMUM LOT SIZE: 7,500 SQUARE FEET
CITY OF ANACORTES

DATUM:

AREA BREAKDOWN	SQ.-FT.	ACRES	PERCENTAGE OF TOTAL AREA
LOTS (ALL PHASES)	865,038	19.86	63.74%
STREETS (ALL PHASES)	233,720	5.37	17.22%
ACCESS TRACT "E"	2,975	4.55	0.22%
PROPERTY EXCHANGE *	198,056	4.06	14.59%
OPEN-SPACE/PARK **	57,287	1.32	4.22%
TOTAL	1,357,076	31.16	100.00%

* TRACT "B" INCLUDING WETLANDS 'D' & 'E' AND 25' BUFFER

** TRACTS "A" & "C" & "D" & "F" & "G" & "H" & "I" (OWNERSHIP TO BE RETAINED BY THE HOMEOWNER'S ASSOCIATION)

*** 200% BONUS FOR RETENTION PER CITY OF ANACORTES CODE 17.41.050 - EXISTING SITE VEGETATION.

PROPERTY EXCHANGE	SQ.-FT.	ACRES	PERCENTAGE OF TOTAL AREA
CITY OWNERSHIP	(32,560)	(0.75)	(2.40%)
USABLE	118,056	2.71	8.70%
WETLAND 'D' & 'E'	33,470	0.77	2.47%
REQUIRED 25' BUFFER	46,530	1.07	3.43%
NET GAIN TO CITY	165,496	3.80	12.20%

LANDSCAPE AREA	SQ.-FT.	ACRES	% OF TOTAL AREA (ACTUAL)	% OF TOTAL AREA (WITH 200% BONUS)
TRACT "A"	37,732	0.87	2.78%	2.78%
TRACT "B"	198,056	4.55	14.59%	29.18% ***
TRACT "C"	13,550	0.31	1.00%	1.00%
TRACT "D"	1,009	0.02	0.07%	0.07%
TRACT "E"	1,292	0.03	0.10%	0.10%
TRACT "F"	1,643	0.04	0.12%	0.12%
TRACT "G"	1,073	0.02	0.08%	0.08%
TRACT "H"	988	0.02	0.07%	0.07%
N.G.P.E.	31,872	0.73	2.35%	2.35%
TOTAL PROVIDED	287,215	6.59	21.16%	35.75%

WATER: CITY OF ANACORTES

SEWAGE DISPOSAL: CITY OF ANACORTES

FIRE: CITY OF ANACORTES FIRE DEPARTMENT

SCHOOL: ANACORTES SCHOOL DISTRICT

TELEPHONE: VERIZON

GAS: CASCADE NATURAL GAS



Lang Associates, Inc.
Land Use and Development Consultants
10658 Riviera Place N.E.
Seattle, WA 98125
TEL: (206) 306-8880
Fax: (206) 362-6848
Email: deenlang@yahoo.com

FILE NAME: 03203-96145PP5
PLOT SCALE: 1:1 PAPER SPACE
LAST EDIT DATE: 11/21/2003

DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____

REVISIONS: _____
DATE: _____

SUMMIT Engineers & Surveyors, Inc.
2218 Old Highway 99 So. Mount Vernon WA. 98273
Phone: (360) 416-4999 Fax: (360) 416-4949

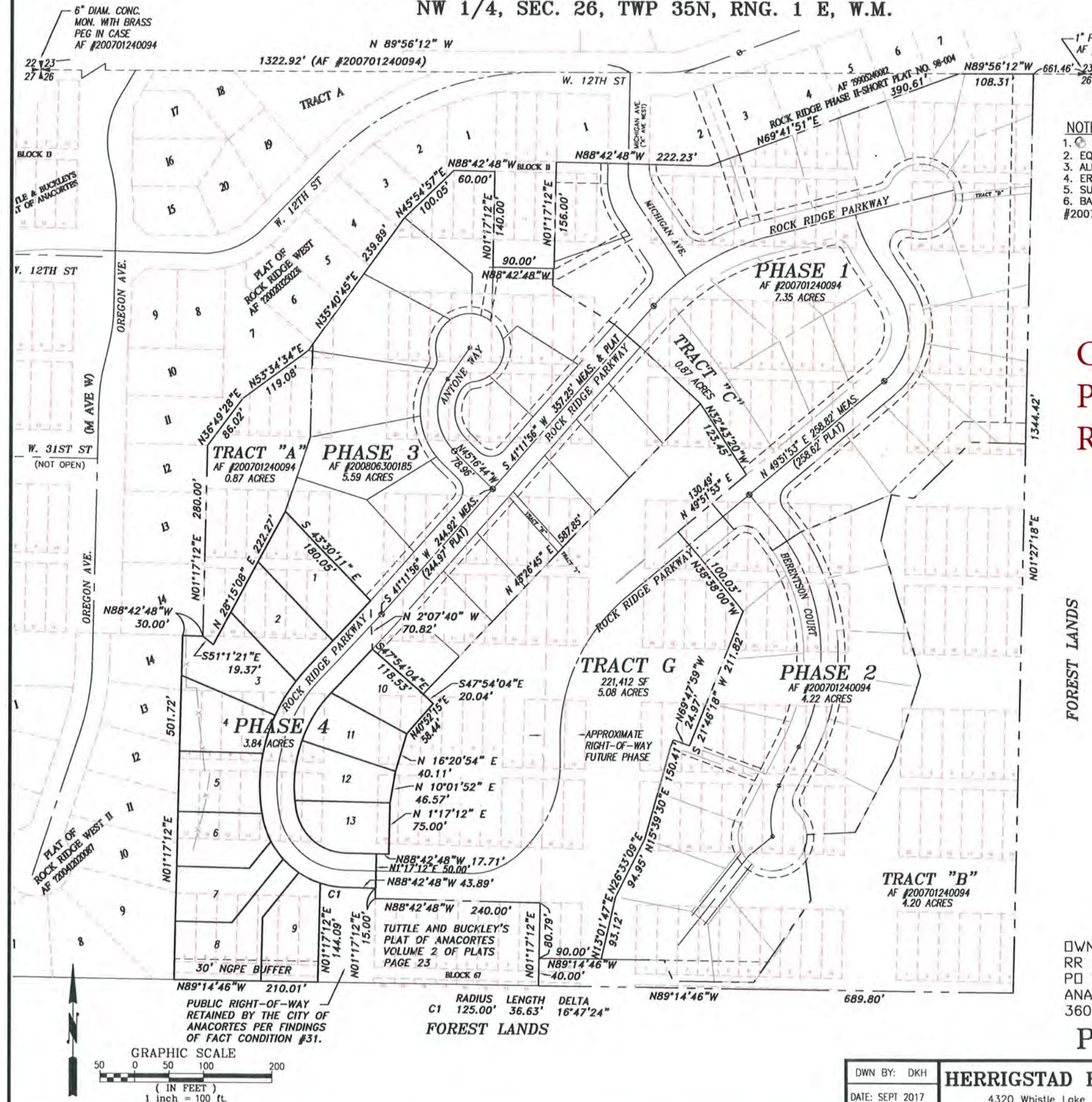
PRELIMINARY PLAT MAP

PROJECT: ROCK RIDGE SOUTH, PHASE V, ALTERNATIVE PLAN
DEVELOPER: ROCK RIDGE LLC, 3307 "H" AVENUE, ANACORTES, WA 98221 PHONE: (360) 299-0408

1 of 7

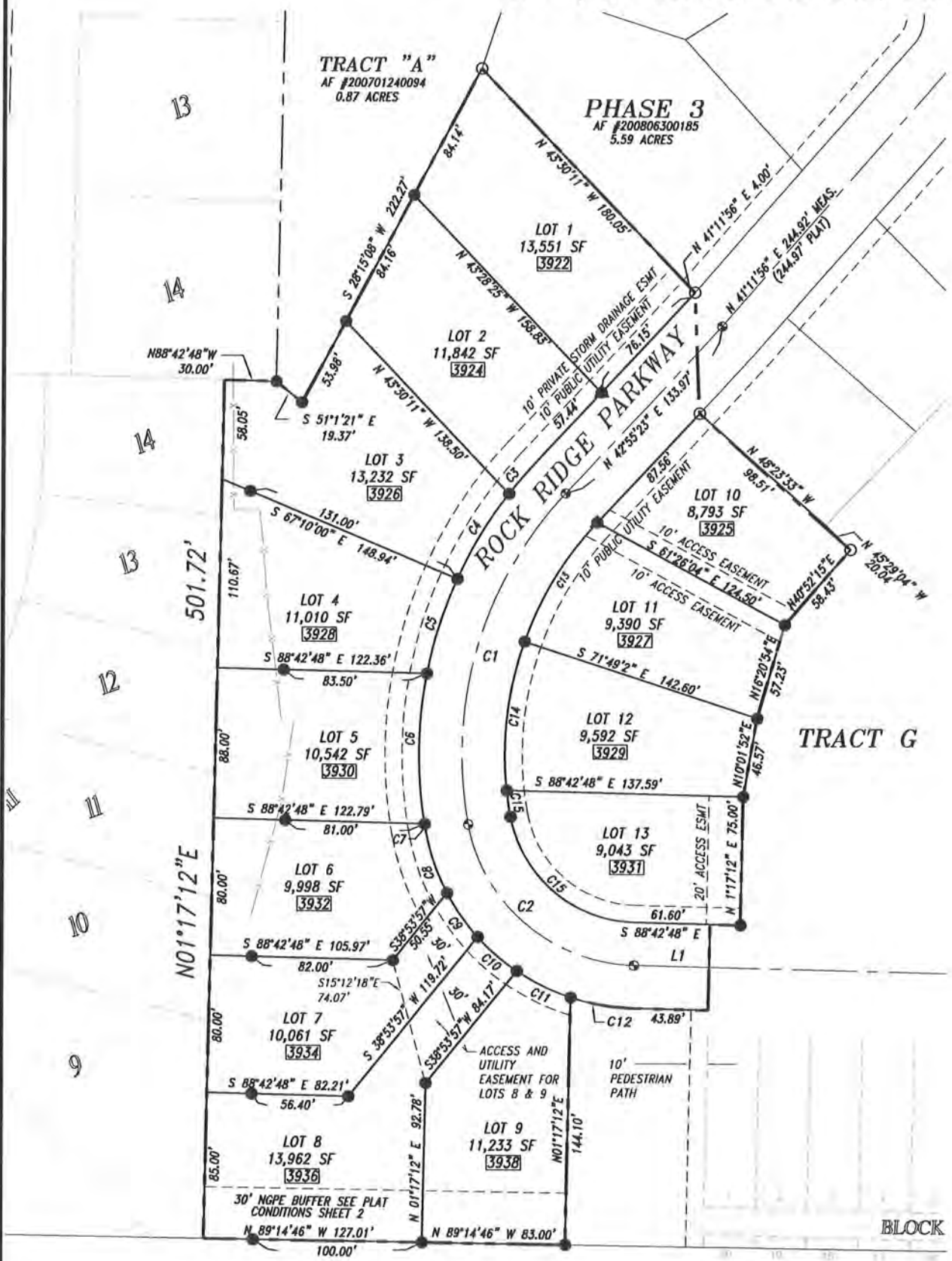
PLAT OF ROCK RIDGE SOUTH PHASE 4

NW 1/4, SEC. 26, TWP 35N, RNG. 1 E, W.M.



PLAT OF ROCK RIDGE SOUTH PHASE 4

NW 1/4, SEC. 26, TWP 35N, RNG. 1 E, W.M.



- NOTES
- 1. SET CONCRETE MON WITH BRASS CAP IN CASE WITH COVER.
 - 2. SET RE-BAR AND RED CAP PLS. #27817.
 - 3. FOUND EXISTING REBAR AND CAP MARKED AS NOTED. VISITED 3-22-2017.
 - 4. EQUIPMENT USED: CARLSON CR2 2" TOTAL STATION.
 - 5. ALL CONCRETE MONUMENTS WERE VISITED ON 3-22-2017.
 - 6. ERROR OF CLOSURE MEETS WASHINGTON STATE SURVEY STANDARDS.
 - 7. SURVEY METHOD: STANDARD FIELD TRAVERSE.
 - 8. BASIS OF BEARINGS: PLAT OF ROCK RIDGE SOUTH PHASE 1 & 2, AF 200701240094.
 - 9. ADDRESSES SHOWN ON PLAT.
 - 10. SEE SHEET 3, PUD AND PLAT CONDITIONS #2 FOR BUILDING SETBACK REQUIREMENTS.
 - 11. BSBL BUILDING SETBACK LINE.

CORRECTED FINAL
PLAT MAP, PHASE 4,
ROCK RIDGE SOUTH

CURVE TABLE

NUMBER	RADIUS	ARC LENGTH	DELTA ANGLE
C1	225.00'	209.67'	53°23'31"
C2	100.00'	136.56'	78°14'35"
C3	250.00'	22.66'	5°11'35"
C4	250.00'	58.50'	13°24'25"
C5	250.00'	58.50'	13°24'26"
C6	250.00'	88.46'	20°16'28"
C7	250.00'	4.85'	01°06'39"
C8	125.00'	37.70'	17°16'51"
C9	125.00'	31.32'	14°21'18"
C10	125.00'	30.09'	13°47'37"
C11	125.00'	34.96'	16°01'20"
C12	125.00'	62.00'	88°48'41"
C13	200.00'	82.29'	23°34'30"
C14	200.00'	88.58'	25°22'39"
C15	200.00'	15.50'	4°26'25"
C16	75.00'	102.42'	78°14'37"

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 88°42'48" E	43.89'



9-20-17

OWNER/DEVELOPER
RR Summitt NW LLC
PO BOX 319
ANACORTES, WA 98221
360-293-7431

LAND SURVEYOR
DALE HERRIGSTAD PLS
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221
360-299-8804

PW #03-037-DEV

SHEET 4 OF 4

DWN BY: DKH
DATE: SEPT 2017

HERRIGSTAD ENGINEERING & SURVEYING

4320 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8804

SCALE: NOTED
JOB 2015-146



City of
Anacortes



Water Cost of Service & Rate Design Study

Gordon Wilson, Sr. Program Manager
Tage Aaker, Project Manager
October 2, 2017

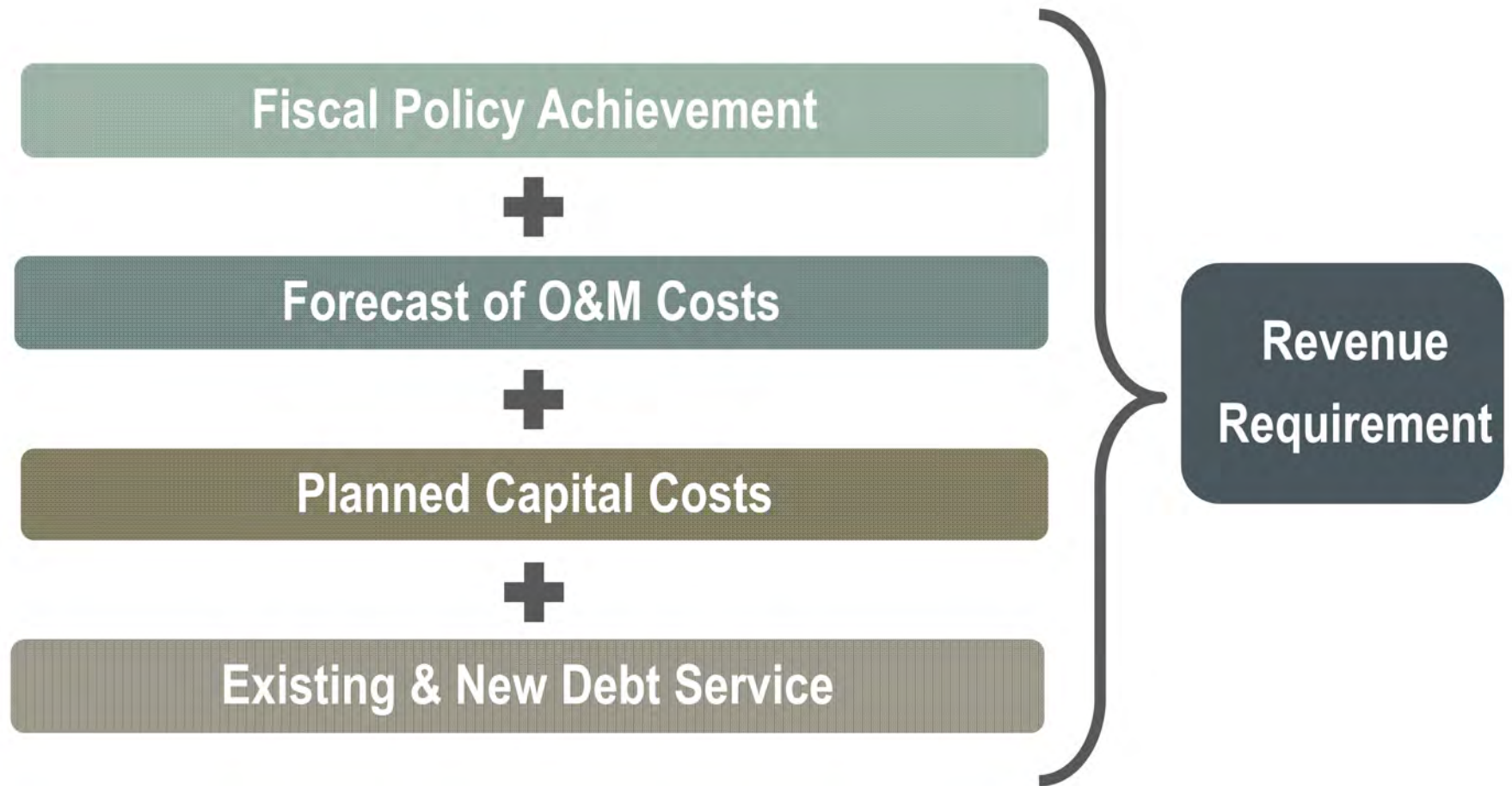


Agenda

- ◆ **Introduction & background**
- ◆ **Review revenue requirements**
 - 2015 revenue requirement study
- ◆ **Study goals & methodology**
 - Cost-of-Service Analysis
 - Rate Design: Single family block structure
- ◆ **Rate comparison to other jurisdictions**



Revenue Requirement Study





Revenue Requirement Review

- ♦ The City has been increasing rates based on the 2015 study

	2016	2017	2018	2019	2020	2021
Revenue Increase	36%	18%	7%	7%	4%	4%

- ♦ 2017 Study utilizes previous study; revenue requirement was not revisited
- ♦ 2017 revenue recovery goal: \$4.3 million
 - 2016 actual retail revenue + estimated customer growth + rate increase



Study Goals for 2017

- ◆ **2017 Cost of Service & Rate Design Study**
- ◆ **Cost-of-Service**
 - Evaluates equity of current rate structure
 - Allocates total utility cost by function
- ◆ **Rate Design**
 - Developed a “block rate” structure for single family water customers

Existing Water Rate Structure

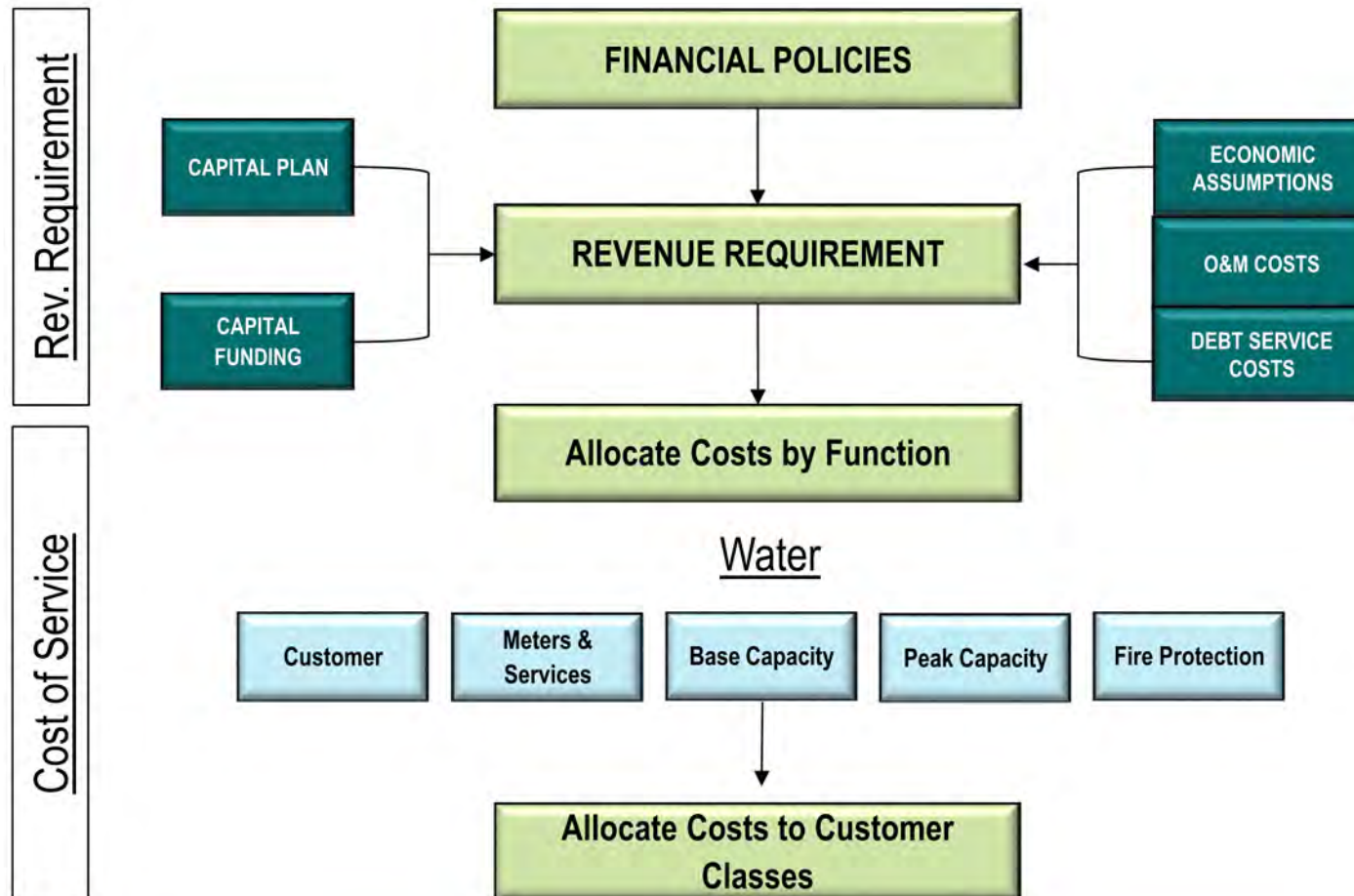
- Study to evaluate current 1.5 multiplier of commercial vs. residential rates

Class	Type	Type	Meter Size	2016	2017
Residential	Fixed	per Month	0.625	\$13.66	\$16.51
Residential	Fixed	per Month	0.75	\$13.66	\$16.51
Residential	Fixed	per Month	1.00	\$22.82	\$27.58
Residential	Fixed	per Month	1.50	\$45.49	\$54.99
Residential	Fixed	per Month	2.00	\$72.82	\$88.02
Residential	Variable	per Cubic Foot	All	\$0.01518	\$0.01835
Commercial	Fixed	per Month	0.625	\$20.49	\$24.77
Commercial	Fixed	per Month	0.75	\$20.49	\$24.77
Commercial	Fixed	per Month	1.00	\$34.22	\$41.36
Commercial	Fixed	per Month	1.50	\$68.24	\$82.48
Commercial	Fixed	per Month	2.00	\$109.23	\$132.03
Commercial	Fixed	per Month	3.00	\$218.46	\$264.06
Commercial	Fixed	per Month	4.00	\$341.42	\$412.69
Commercial	Fixed	per Month	6.00	\$683.04	\$825.62
Commercial	Fixed	per Month	8.00	\$1,092.90	\$1,321.04
Commercial	Variable	per Cubic Foot	All	\$0.02277	\$0.02752

Cost of Service Analysis



Study Methodology & Linkage





Budget into Functional Categories

- ◆ Debt Service
- ◆ Water Utilities Administration
- ◆ Engineering Plans & Services
- ◆ Fire Hydrants Maintenance
- ◆ Maintenance Of Services
- ◆ Water Distribution System
- ◆ Water Maintenance Administration - Operations
- ◆ Water Transmission System
- ◆ Distribution Reservoirs
- ◆ Intake Operations
- ◆ Water Treatment Plant

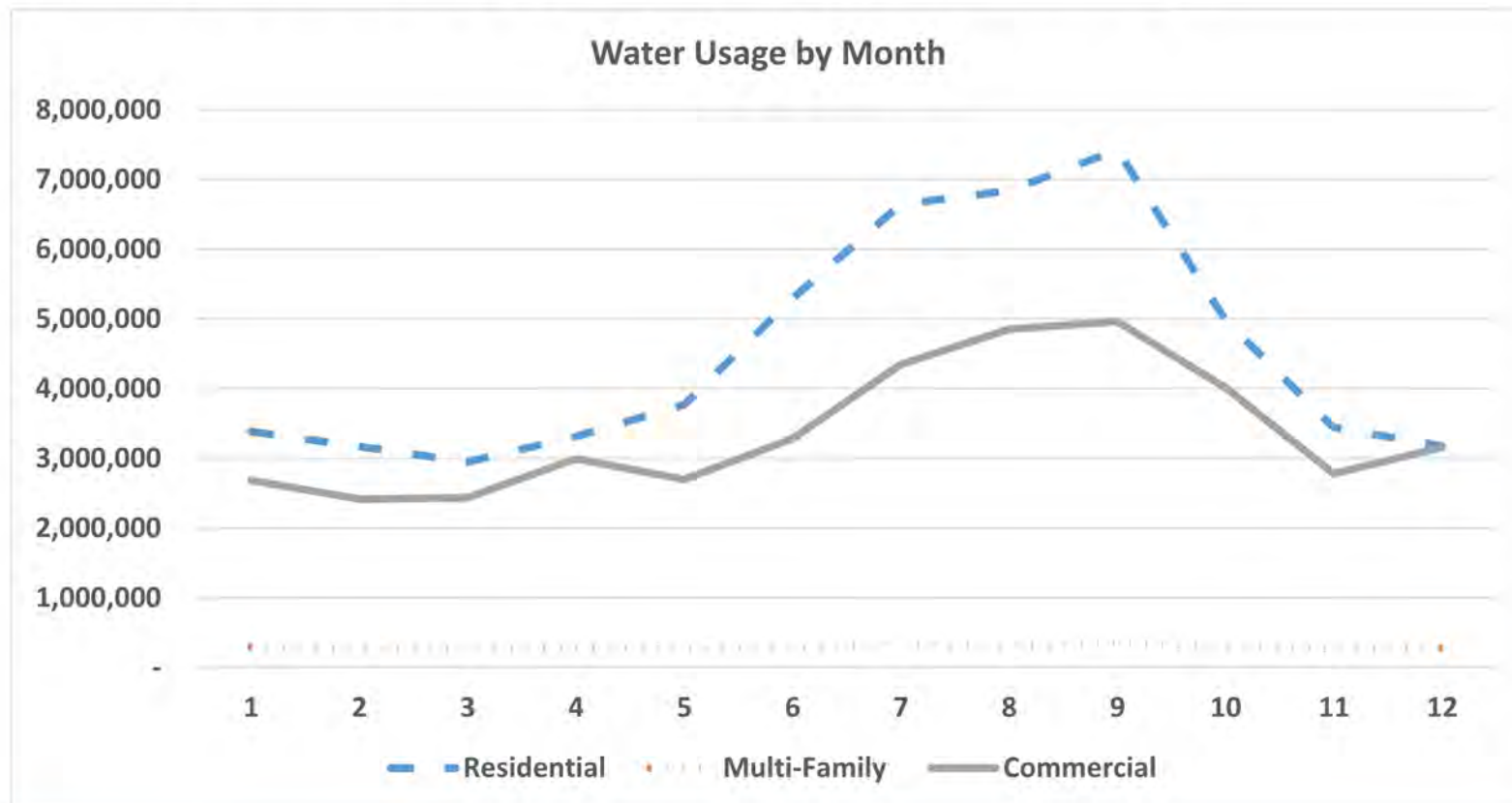
Functional Allocation of 2017 Revenue Target

Customer	3%
Meters & Services	2%
Base Demand	62%
Peak Demand	31%
Fire Protection	3%
Total	100%



Multi-Family Should be Distinct Rate Class

- ♦ Commercial customers use 2-3x more water per account than multi-family
- ♦ Commercial customers peak much more than multi-family





Assign Functional Costs to Customer Groups

- ◆ **Customer:** Number of accounts
- ◆ **Meters & Services:** Meter service equivalents based on AWWA
- ◆ **Base Demand:** Annual usage (cubic feet of water)
- ◆ **Peak Demand:** Summer usage (cubic feet of water)
- ◆ **Fire Protection:** Fire flow requirements (gpm weighted by accts)

Customer Classes	Accounts	MSEs	Total Annual Usage	Total Peak Usage
Residential	88%	77%	53%	56%
Multi-Family	3%	4%	5%	4%
Commercial	9%	18%	42%	40%
TOTAL	100%	100%	100%	100%



Cost Allocation Example: Peak Costs

- Estimated peak related costs are assigned to customer groups based on total cubic feet used during summer (peak) period

Peak Demand			
Customer Classes	Allocation Basis		Allocated Cost
	Total Peak Usage	% Share	
Residential	26,202,033	56.2%	\$ 744,481
Multi-Family	1,732,621	3.7%	\$ 49,229
Commercial	18,681,024	40.1%	\$ 530,786
TOTAL	46,615,678	100.0%	\$ 1,324,497



Cost of Service: Revenue Neutral

Class	Existing 2017 Structure	Cost of Service 2017 Structure	\$ Diff	% Diff
Residential	\$ 2,385,537	\$ 2,420,192	\$ 34,655	1.5%
Multi-Family	247,999	187,428	(60,571)	-24.4%
Commercial	1,669,490	1,695,406	25,916	1.6%
Total	\$ 4,303,027	\$ 4,303,027	\$ -	0.0%

- ◆ Revenue neutral comparison
- ◆ Kept residential irrigation w/ residential; Commercial irrigation w/ commercial
- ◆ Multi-family customers would see a 24% reduction
 - Currently paying same rates as commercial customers



Cost of Service: With 2018 Increase

Class	Existing 2017 Revenue	Cost of Service 2017 Revenue	Cost of Service 2018 Revenue	% Diff
Residential	\$ 2,385,537	\$ 2,420,192	\$ 2,589,606	8.6%
Multi-Family	247,999	\$ 187,428	\$ 200,548	-19.1%
Commercial	1,669,490	\$ 1,695,406	\$ 1,814,085	8.7%
Total	\$ 4,303,027	\$ 4,303,027	\$ 4,604,238	7.0%

- ◆ Impact on forecasted rate schedule shown at end of presentation
- ◆ Multi-family would actually see a 19% decrease—not 24.4% decrease
 - Incorporates the 7% system-wide increase in revenue needs

Rate Design: Single Family Block Rates



Block Rates – Overview

- ◆ **Reasons to consider block rate design**
 - Conservation, particularly during peak irrigation season
 - Customer class equity
 - System must be built for peak demand, not just average demand,
 - Those who peak more cost the system more
 - Less-than-average water users will pay less than under current rates

- ◆ **Block rates only for single family customers**
 - Peak more than commercial or multi-family
 - Single family irrigation is more controllable by customer
 - More likely for price signal to be effective



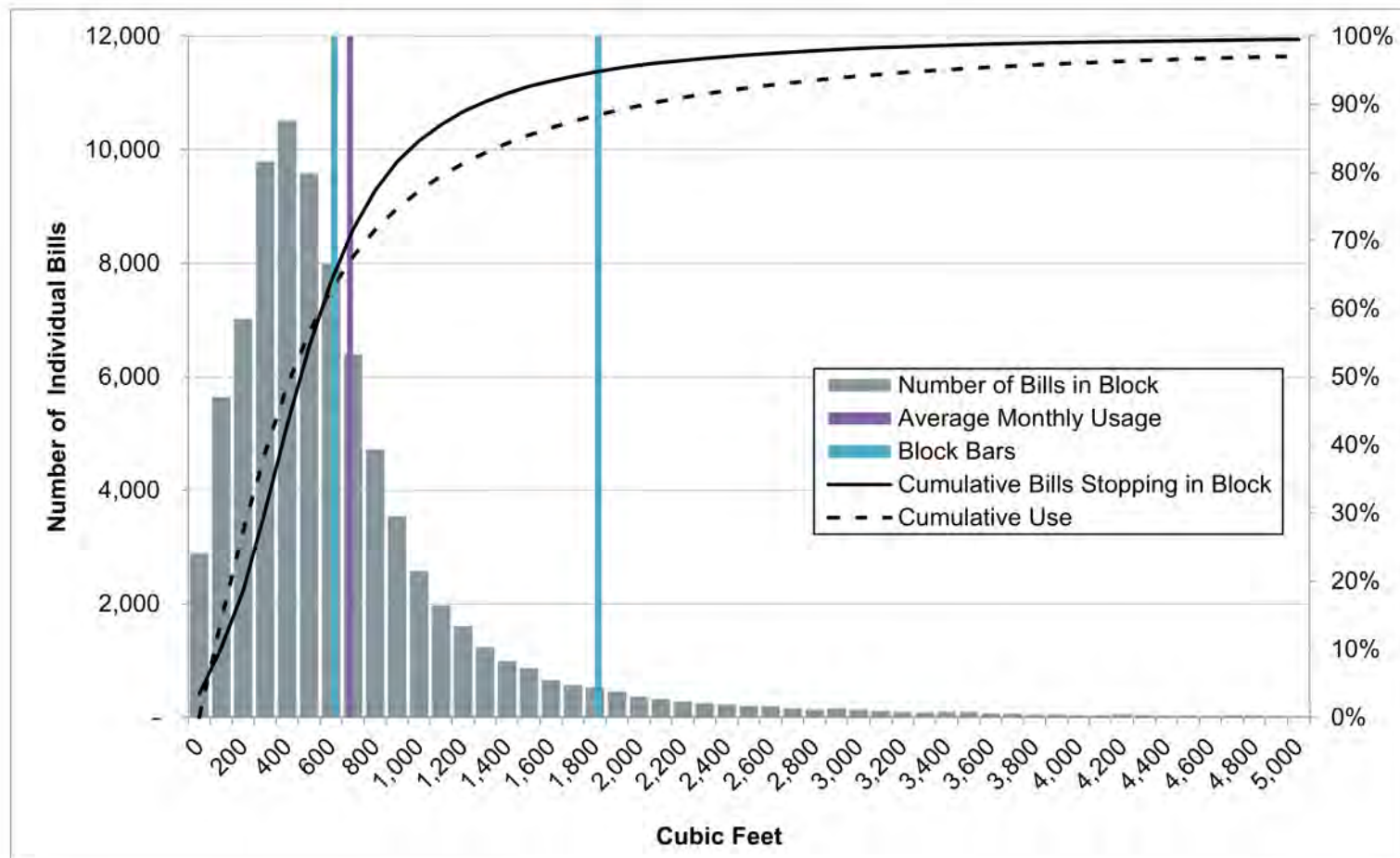
Block Rates – Thresholds

- ♦ **Many ways to design block rates**
 - Here we assumed three blocks, which is very common
 - Meaningful price signal without being too aggressive
- ♦ **Designed to be revenue neutral**

Block	Threshold	General Design Goals
Block 1	600 cubic feet	Average monthly winter consumption
Block 2	601 – 1800 cubic feet	2x summer monthly average consumption
Block 3	1801+ cubic feet	Between 5-10% of bills (<i>not accounts</i>)



Bill Frequency



Price Elasticity

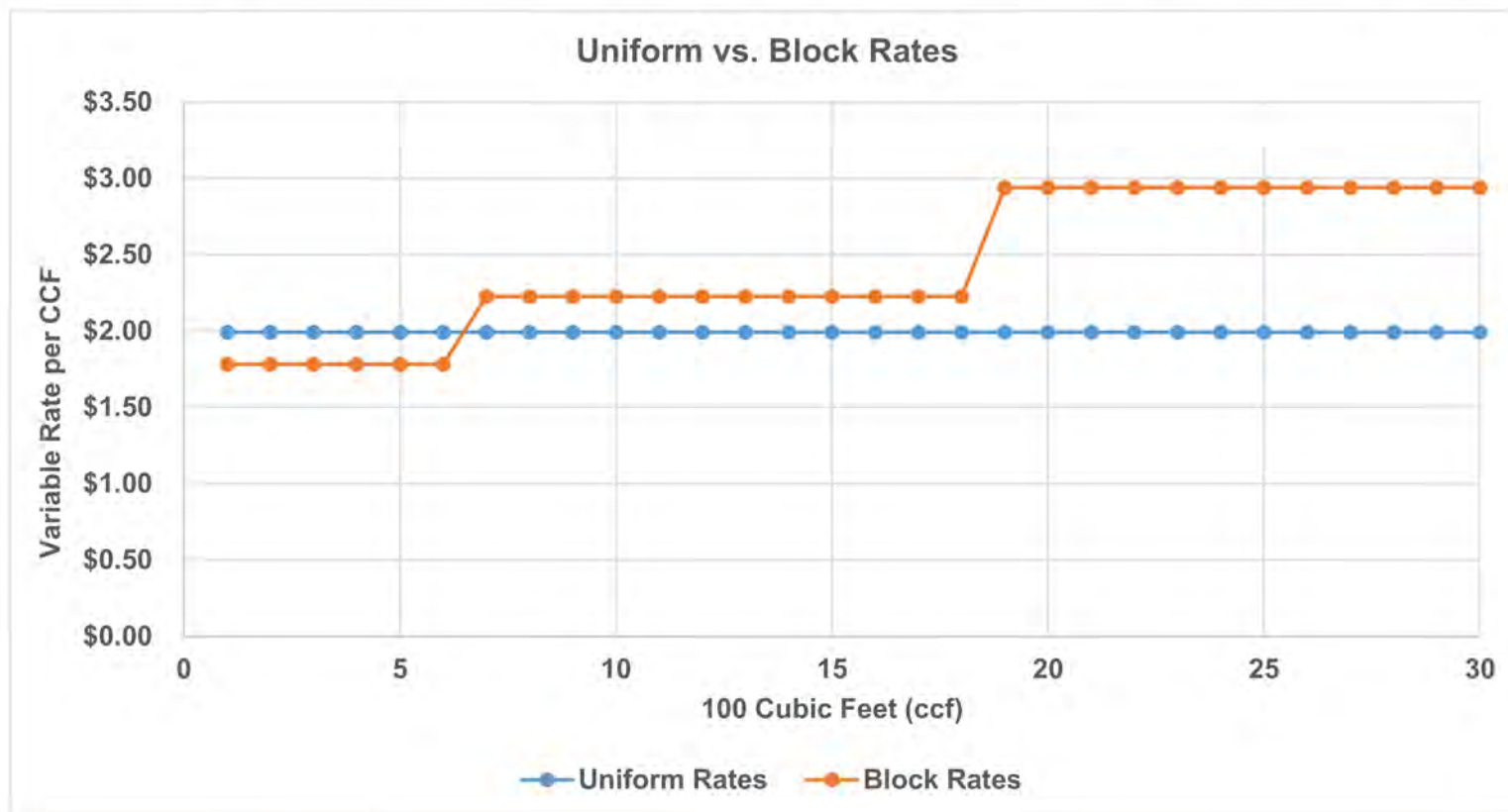
- ◆ Attempts to measure the sensitivity of water use relative to changes in price
- ◆ Inverse relationship between price & water use
 - In general, Price ↑ Use ↓
- ◆ Elasticity adjustment based on AWWA M1 Manual guidance
 - AWWA: Most likely elasticity range is -0.10 and -0.30
 - E.g. a 10% increase in variable charge leads to usage *decrease* of 1% to 3%

$$e = \frac{\frac{\text{change in usage}}{\text{original usage level}}}{\frac{\text{change in price}}{\text{original price level}}}$$



Impact on Variable Rate

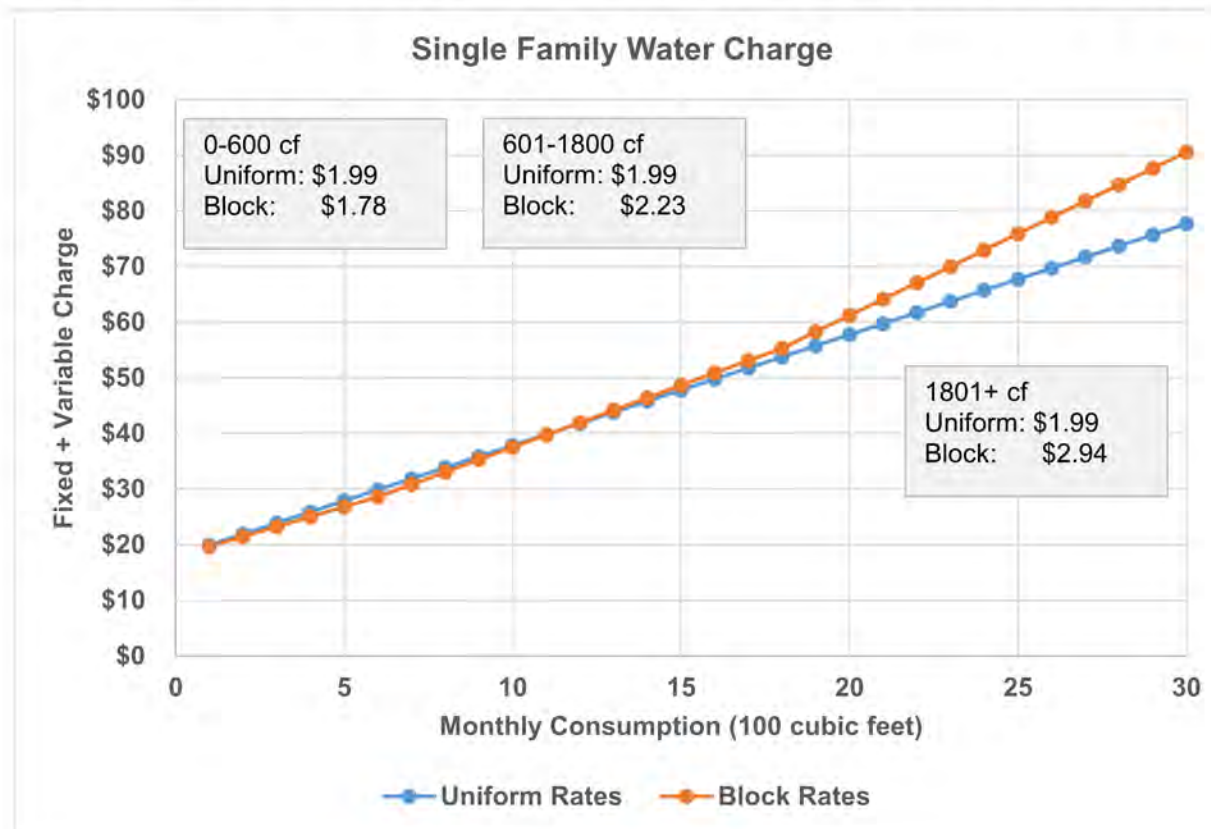
- ◆ 0-600 cubic feet represents roughly two-thirds of total single family usage





Impact on Charges by Usage Level (\$)

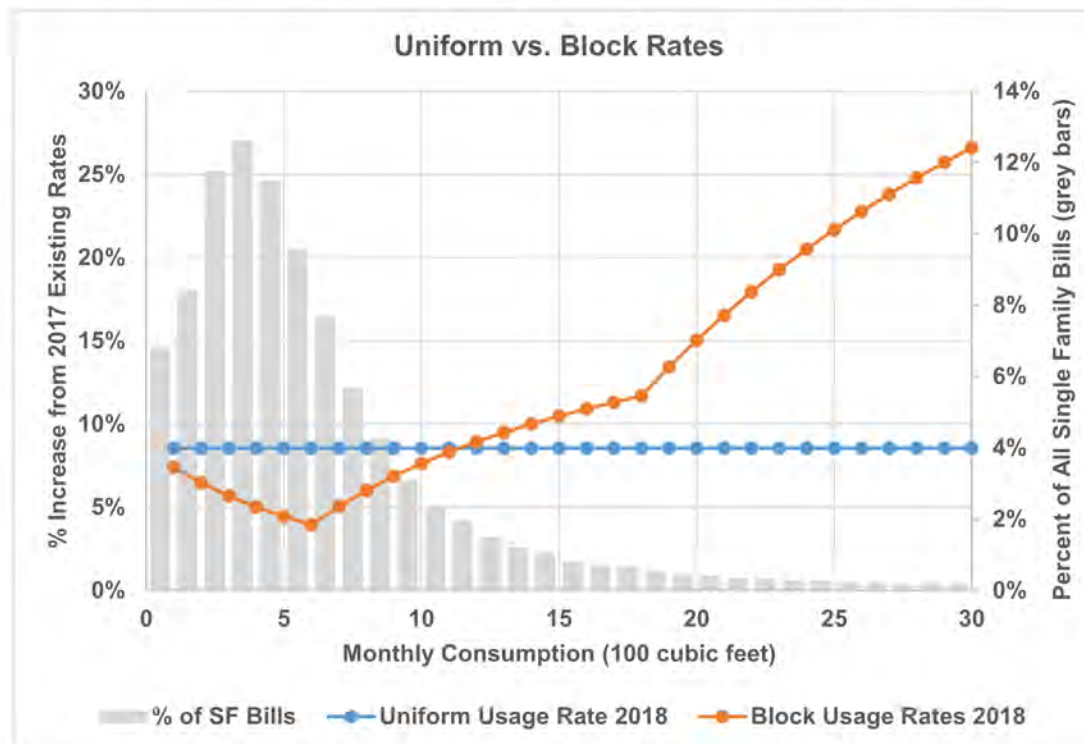
- ◆ Breakeven between uniform & block rates: about 1,100 cubic feet





Impact on Charges by Usage Level (%)

- ◆ COS increase for single family in 2018 is 8.6% (blue line)
- ◆ Block rates allows for only 4% increase for 5-6 ccf per month (orange line)
 - Customers with 20 ccf: 15% increase; 30 ccf: 27% ...



Summary

Summary

◆ **Cost of Service**

- Create a multi-family rate class
- Lower multi-family rates relative to commercial rates
- Single family and commercial customers increase slightly more than ATB

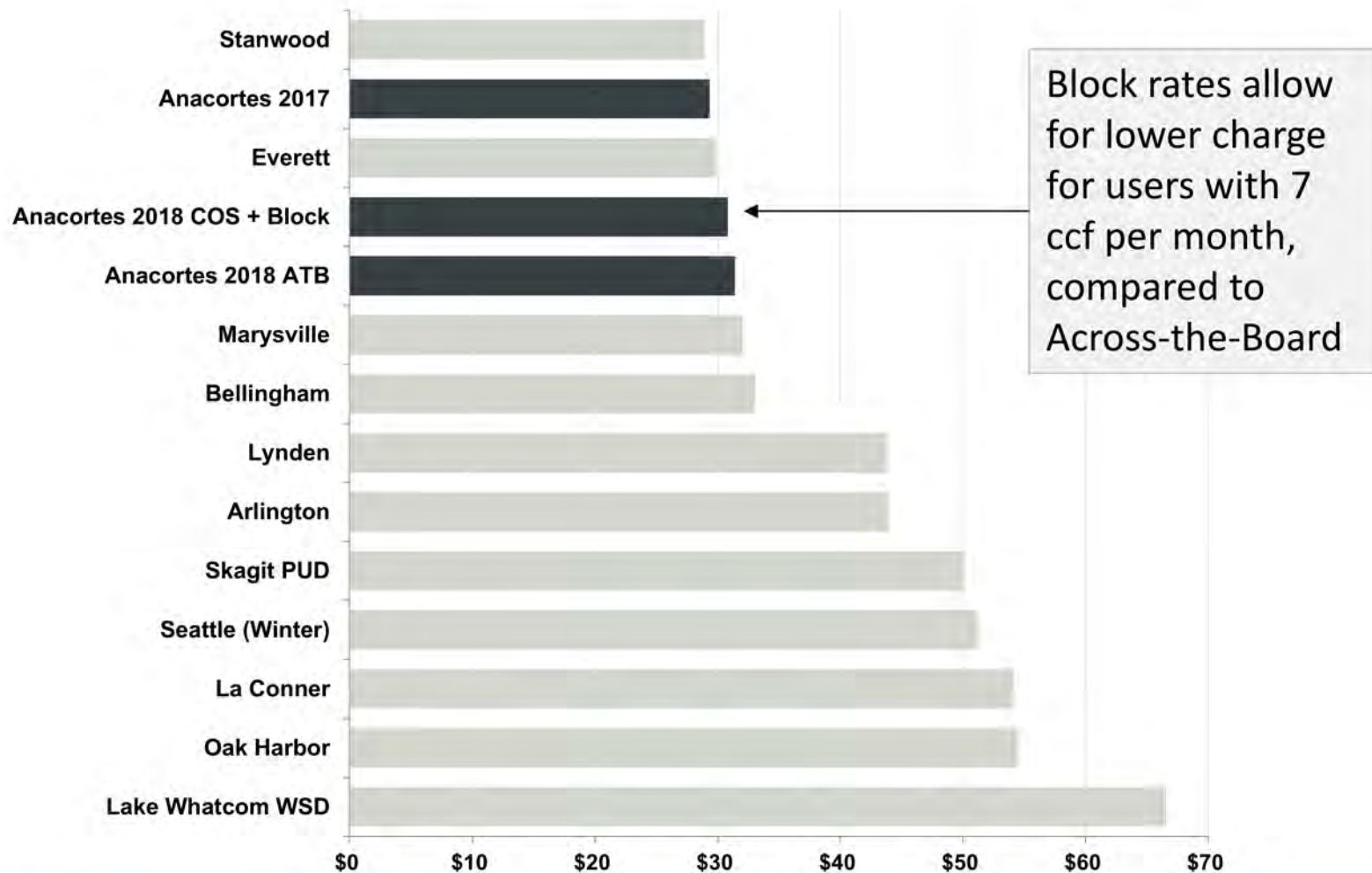
Class	Increase over 2017 Rates
Residential	8.6%
Multi-Family	-19.1%
Commercial	8.7%
Total	7.0%

◆ **New block rate structure recommended for single family customers**

- Three tiered block rate structure replacing uniform rate structure



Single Family Monthly Sample Bills (7 ccf/mo.)



Rate Schedules



Systemwide Revenue Needs Forecast

	2016	2017	2018	2019	2020	2021
Revenue Increase	36%	18%	7%	7%	4%	4%



Rate Schedules: Single Family

					ADOPTED	Across-the-Board Increases			Cost of Service		
						7.0%	7.0%	4.0%			
Existing Rate Class	Rate Type	Frequency / Unit	Meter Size	2017	2018	2019	2020	2018	2019	2020	
Residential								8.6%	7.0%	4.0%	
Residential	Fixed	per Month	0.625	\$16.51	\$17.67	\$18.90	\$19.66	\$17.92	\$19.18	\$19.94	
			0.75	\$16.51	\$17.67	\$18.90	\$19.66	\$17.92	\$19.18	\$19.94	
			1.00	\$27.58	\$29.51	\$31.58	\$32.84	\$29.94	\$32.04	\$33.32	
			1.50	\$54.99	\$58.84	\$62.96	\$65.48	\$59.69	\$63.87	\$66.43	
			2.00	\$88.02	\$94.18	\$100.77	\$104.81	\$95.55	\$102.24	\$106.33	
	Variable	per CF	All	\$0.01835	\$0.02	\$0.02	\$0.02	\$0.0199	\$0.0213	\$0.0222	
	Variable	per CCF		\$1.83	\$1.96	\$2.10	\$2.18	\$1.99	\$2.13	\$2.22	
OR											
		Cubic feet							Per 100 cubic feet		
Block 1		(0-600)			\$1.76	\$1.89	\$1.96	\$1.78	\$1.91	\$1.98	
Block 2		(601 - 1800)			\$2.20	\$2.36	\$2.45	\$2.23	\$2.38	\$2.48	
Block 3		(> 1800)			\$2.82	\$3.02	\$3.14	\$2.94	\$3.14	\$3.27	



Rate Schedules: Multi-Family

					ADOPTED			Across-the-Board Increases			Cost of Service		
								7.0%	7.0%	4.0%			
Existing Rate Class	Rate Type	Frequency / Unit	Meter Size	2017	2018	2019	2020				2018	2019	2020
Multi-Family (Was Commercial)											-19.1%	7.0%	4.0%
	Fixed	per Month	0.625	\$24.77	\$26.50	\$28.36	\$29.49				\$20.03	\$21.43	\$22.29
			0.75	\$24.77	\$26.50	\$28.36	\$29.49				\$20.03	\$21.43	\$22.29
			1.00	\$41.36	\$44.26	\$47.35	\$49.25				\$33.45	\$35.79	\$37.22
			1.50	\$82.48	\$88.25	\$94.43	\$98.21				\$66.70	\$71.37	\$74.22
			2.00	\$132.03	\$141.27	\$151.16	\$157.21				\$106.77	\$114.24	\$118.81
			3.00	\$264.06	\$282.54	\$302.32	\$314.42				\$213.54	\$228.48	\$237.62
			4.00	\$412.69	\$441.58	\$472.49	\$491.39				\$333.73	\$357.09	\$371.37
			6.00	\$825.62	\$883.41	\$945.25	\$983.06				\$667.65	\$714.38	\$742.96
			8.00	\$1,321.04	\$1,413.51	\$1,512.46	\$1,572.96				\$1,068.28	\$1,143.06	\$1,188.78
	Variable	per CF	All	\$0.02752	\$0.03	\$0.03	\$0.03				\$0.0223	\$0.0238	\$0.0248
		per CCF		\$2.75	\$2.94	\$3.15	\$3.28				\$2.23	\$2.38	\$2.48



Rate Schedules: Commercial

					ADOPTED			Across-the-Board Increases			Cost of Service		
								7.0%	7.0%	4.0%			
Existing Rate Class	Rate Type	Frequency / Unit	Meter Size	2017	2018	2019	2020				2018	2019	2020
Commercial								8.7%	7.0%	4.0%			
Commercial	Fixed	per Month	0.625	\$24.77	\$26.50	\$28.36	\$29.49	\$26.92	\$28.80	\$29.95	\$26.92	\$28.80	\$29.95
			0.75	\$24.77	\$26.50	\$28.36	\$29.49	\$26.92	\$28.80	\$29.95	\$26.92	\$28.80	\$29.95
			1.00	\$41.36	\$44.26	\$47.35	\$49.25	\$44.94	\$48.09	\$50.01	\$44.94	\$48.09	\$50.01
			1.50	\$82.48	\$88.25	\$94.43	\$98.21	\$89.62	\$95.90	\$99.73	\$89.62	\$95.90	\$99.73
			2.00	\$132.03	\$141.27	\$151.16	\$157.21	\$143.47	\$153.51	\$159.65	\$143.47	\$153.51	\$159.65
			3.00	\$264.06	\$282.54	\$302.32	\$314.42	\$286.93	\$307.02	\$319.30	\$286.93	\$307.02	\$319.30
			4.00	\$412.69	\$441.58	\$472.49	\$491.39	\$448.43	\$479.82	\$499.02	\$448.43	\$479.82	\$499.02
			6.00	\$825.62	\$883.41	\$945.25	\$983.06	\$897.13	\$959.93	\$998.32	\$897.13	\$959.93	\$998.32
			8.00	\$1,321.04	\$1,413.51	\$1,512.46	\$1,572.96	\$1,435.46	\$1,535.94	\$1,597.37	\$1,435.46	\$1,535.94	\$1,597.37
	Variable	per CF per CCF	All	\$0.02752	\$0.03	\$0.03	\$0.03	\$0.0299	\$0.0320	\$0.0333	\$0.0299	\$0.0320	\$0.0333
				\$2.75	\$2.94	\$3.15	\$3.28	\$2.99	\$3.20	\$3.33	\$2.99	\$3.20	\$3.33

Contact FCS GROUP:
(425) 867-1802
www.fcsgroup.com



TO: Darcy Swetnam, City Attorney

FROM: Bill Dorrance, 1908 Creekside Place, Anacortes; 360-873-8355
Treasurer on Creekside's Board for 4 years, term ended February 2017
Asked by the President of Creekside's Board to attempt to obtain more
equitable water meter fees in December 2015 and July of this year.

REPRESENTING:

Creekside Village Planned Unit Development, 2002 Creekside Circle
Anacortes, WA 98221-2460 – Consists of 74 homes on 23 acres.

Each home is billed for residential Storm, Water (5/8" x 3/4") & Sewer

WHAT IS AT ISSUE: Creekside's Home Owner Association's three 1 1/2" and one 2" water
meters – all free standing: not related to buildings. These four irrigation water meters
water all of Creekside's landscaping including the plants around each buildings
foundation.

ORDINANCE 2961

Prior to the winter of 2015 we did not receive water bills after the water was turned off by the
city. Our water meters were turned off when rainfall fulfills our irrigation water needs, and the
sprinkler system needed to be drained to prevent potential damage to our sprinkler system caused
by freezing winter temperatures. During the wet/rainy half of the year we received neither base
fees nor consumption fees. When City Ordinance 2961, which was passed because of concern
about vacant buildings and "snowbirds," was applied to our irrigation meters; our annual base
fee costs related to our irrigation water meters immediately doubled. Ordinance 2961 eliminated
the option of having water meter base fee charges discontinued when the water meter is shut off.
The applicable code section is 13.08.035 – Minimum rates for utility service.

ANACORTES' IRRIGATION METER POLICY

"Irrigation meters are billed for water base fees and consumption only. Irrigation meters are
billed at residential rates for single-family residences; otherwise they are billed at commercial
rates. Irrigation meters that serve a common area are billed at commercial rates."

RELEVANT DEFINITIONS FOR CREEKSIDE'S CONCERNS

"ARBITRARY AND CAPRICIOUS" means the absence of a rational connection between the
facts found and choices made."

"MONOPOLY PRICE DISCRIMINATION" happens when different prices are charged to
different groups of consumers for an identical good or service, for reasons not associated with
costs of supply."

ARGUMENTS FOR MAINTAINING BASE FEES REGARDLESS OF CONSUMPTION:

1. The infrastructure in the ground needs to be maintained regardless of use.
2. I can think of others for water meters associated with buildings, but not for irrigation.

ARGUMENTS AGAINST MAINTAINING CREEKSIDE'S BASE FEES WHEN THE WATER METERS HAVE BEEN SHUT OFF:

1. A residence provides potential benefits for its owners 24/7 for 365 days/year; while Creekside's water meters provide no potential benefits during the cold & wet half of the year. By volition homeowners shut off their water. Our water meters are shut off due to circumstances that are beyond our control – An “Act of God” in effect.
2. During 2014, the last year before 2961 influenced our water costs, our base fee and water consumption bills totaled **\$5,222**.
During 2016, the first year which was fully impacted by 2961, our base fee and water consumption bills totaled **\$14,505.08**.
2961 immediately added about \$2000 to our previous costs for water. The large difference between 2016 and 2014's annual cost for water reflect increases in fees as well as increased water consumption in 2016.
3. For 2017 our 4 water meter base fees will total \$3,859.08. This is a lot of money to maintain 4 irrigation water meters, which only provide water for our sprinkler systems which do not care about receiving “quality, clean water on demand.”
4. For 2017 our 74 homeowners will pay \$12,423.12 (\$13.99 x 74 x 12 months) in Residential Water Base Fees for their homes. If their homes were not part of a Planned Unit Development, they would be able to water their landscaping with their existing water supply without having to pay additional base fees, and all of their water bills would be billed at Residential rates.

REQUESTED SOLUTION TO ORDINANCE 2961'S CAUSING TOO STEEP (DOUBLING OUR ANNUAL BASE FEE COSTS) AN INCREASE IN OUR BASE FEE COSTS:

1. Reduce the monthly base fees on our water meters. OR
2. When the water is shut off, either charge a reduced fee or no fee.

ARGUMENTS FOR BILLING CREEKSIDE VILLAGE OWNERS ASSOCIATION'S WATER METERS AT COMMERCIAL RATES:

1. Mr. Steve Hoglund's argument, as expressed in a November 3, 2016 email to me, was: "The City of Anacortes, like most of the water purveyors in the region that we compare ourselves against, have 2 water rates: Single Family Residential (SFR), and Commercial. SFR is very easy to define, and it is done at the time a building permit is purchased, and that information is entered into the utility billing system at that time. If a building (or other type of) permit is requested, it is setup with a commercial account in the utility billing system. Bottom line is, the [?] has 2 charge types: SFR and Commercial. Those definitions were established way before my time, and from the review we've done, seems to be standard in the industry.
2. Mr. Hoglund's [we do it because other people do it] seems to be the only justification.

ARGUMENTS AGAINST BILLING CREEKSIDE'S WATER METERS AT COMMERCIAL RATES:

1. The City of Seattle does have Residential and Commercial water rates, but has identical rates for both categories. I suspect they do not wish to be guilty of being *Arbitrary and Capricious* as well as engaging in *Monopoly Price Discrimination*.
2. In February 2015 Anacortes contracted with FCS GROUP to perform a water rate study. On page 16 of that study they wrote : "Review the rational for the 1.5 multiplier for inside-city commercial rates. The rate of relationship between various customer classes (e.g. single family, multi-family, commercial, etc.) is often established through a cost of service study which evaluates how various customer classes place demands on the system. **It is uncommon to have commercial rates be strictly determined through a rate multiplier.**"
3. I suspect that "a cost of service study" would show that our irrigation water meters,' which merely service our sprinkler systems, "demand on the system" would be less, not more than a residential building's water meters.
4. Creekside's homeowners paying **50% more** for the meters and water to maintain their landscaping than Single Family Residential customers seems inherently unfair because Creekside's homeowners live in Single Family Residences!
Talk about "***the absence of a rational connection between the facts found and the choices made.***" When Creekside's homeowners are already paying for their home's water meter and water use, how could you possibly justify gouging them on the water meters and water that they use to maintain their landscaping?

REQUESTED SOLUTION TO CREEKSIDE BEING BILLED AT COMMERCIAL RATES:

Change our rates and anyone else, whose cost of service has not been considered, to Residential Rates.

One last observation which strikes me as unfair (unethical business practices) is the fact that the City's bills on our water meters do not reveal that we even have a Monthly Base Water Fee. Besides consumption figures, only one figure/fee is quoted to which the City Utility Tax is added. When the City of Anacortes is billing us \$3859.08 in Base Fees this year, the least they could do is mention the monthly charge on each bill, especially in view of escalating increases in fees. A commercial entity could not get away with hiding fees in this manner.



City Council Agenda Bill

Meeting Date: 10/2/2017

Agenda Item: 7b

Subject: Cost of Water Service and Rate Design Analysis

Staff Contact: Matt Reynolds

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

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

Summary Statement: The City has entered into a contract with Financial Consulting Solutions Group, Inc. (FCS) to perform a cost of water service and rate design analysis. FCS has completed the analysis and will present their findings to the Council at their October 2, 2017 meeting. After receiving comment from the Council, FCS will submit a study technical memorandum at a later date. Should the Council wish to move forward with a change to the water rate structure, staff will bring a resolution to the Council for consideration at a future meeting.

Background: FCS completed a water revenue requirement study in 2015 that resulted in revenue increases that were expected to be needed through 2021. The scope of that study was limited to applying the increases to the existing rate schedule. This 2017 study builds upon the 2015 work by performing a cost of service and rate design analysis. A cost of service analysis looks at how much revenue should be equitably recovered from each customer class. A rate design analysis looks at how that revenue is recovered (i.e. rate structure).

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: N/A

Alternative Actions: N/A

Attachments Power Point Presentation



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning October 9, 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.

October 9, 2017

- Contract Amendment: Systems Design West Ambulance Billing Service
- Contract Modification: WTP Lagoon Sediment Removal 17-098-WTR-001
- Closed Record Public Hearing, Conditional Use Permit CUP-2017-0002: Dog Kennel/Boarding and Grooming Associated with an Existing Doggy Daycare at Molly Lane (Discussion/Possible Action)
- Closed Record Public Hearing, SDP-2017-0001; WSDOT Shoreline Permit(s) SSDP, SCUP & Shoreline Variance; SR-20 /Sharpe's Corner Vicinity Improvements (Discussion/Possible Action)
- Requested Amendment to Prilled Sulfur Interlocal Agreement with Port of Anacortes (Discussion/Possible Action)
- Update on NoaNet Survey
- Update on New City Website

October 16, 2017

- Resolution ____: Establishing a Unified Fee Schedule for Utility Fees and Charges

October 23, 2017

November 6, 2017

- 2017/2018 Budget Mid-biennial Review and Modification: Mayor Presentation to Council (Discussion)

November 13, 2017

- Public Hearing: Ordinance ____: 2017/2018 Budget Mid-biennial Review and Modification (Discussion)

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 (Discussion/Possible Action)

November 27, 2017

December 4, 2017

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Oct 2, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Housing Affordability & Community Services, Thursday, Oct 5, 2017, 1:30 PM, Main Conference Room, City Hall
- Planning, Monday, Oct 9, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Oct 10, 2017, 4:30 PM, Mayor's Office, City Hall
- Finance, Wednesday, Oct 11, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Oct 16, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Oct 23, 2017, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Oct 25, 2017, 5:00 PM, Main Conference Room, City Hall