Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

August 7, 2017
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Announcements and Committee Reports**
   a. Public Works Committee

4. **Public Comment**

5. **Consent Agenda (Action)**
   a. Minutes of July 24, 2017
   b. Approval of Claims in the amount of: $802,724.20
   c. Contract Modification: March Point Shoulder Widening (15-006-TRN-001)
   d. Interlocal Agreement with Port of Anacortes for Emergency Repairs on Outfall
   e. Contract Modification: Wastewater Treatment Plant Outfall Repair (13-020-SEW-004)

6. **Public Hearings**

7. **Other Business**
   a. * Ordinance 3005: Wave Franchise Agreement (Discussion/Possible Action)
   b. * Anacortes Senior Center Interlocal Agreement with Skagit County (Discussion/ Possible Action)
   c. * Blue Heron Circle Reservoirs Project Funding (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 August 14, 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.

August 14, 2017

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August 21, 2017

•Municipal Fiber Update (Discussion)
•NOANET Network Coordinated Services Support Contract for COS Service Zones Software Implementation and Maintenance (Discussion/Possible Action)
•Administrative Services Budget Update (Discussion)

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August 28, 2017

•Contract Awards: Treatment Plant Chemicals
•Library Budget and General Update (Discussion)

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September 5, 2017

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September 11, 2017

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September 18, 2017

•Water Rate Study Presentation

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September 25, 2017

•Anacortes Americorp in Anacortes School District Presentation

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October 2, 2017

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Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Public Works, Monday, Aug 7, 2017, 5:00 PM, Public Works Director's Office, City Hall
•Personnel, Monday, Aug 7, 2017, 5:00 PM, Main Conference Room, City Hall
•Public Safety, Tuesday, Aug 8, 2017, 4:30 PM, Mayor's Office, City Hall
•Finance, Wednesday, Aug 9, 2017, 5:00 PM, Main Conference Room, City Hall
•Planning, Monday, Aug 14, 2017, 5:00 PM, Main Conference Room, City Hall
•Parks & Recreation, Thursday, Aug 17, 2017, 6:00 PM, Main Conference Room, City Hall
•Public Works, Monday, Aug 21, 2017, 5:00 PM, Public Works Director's Office, City Hall
•Finance, Wednesday, Aug 23, 2017, 5:00 PM, Main Conference Room, City Hall
•Planning, Monday, Aug 28, 2017, 5:00 PM, Main Conference Room, City Hall

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City Council Minutes – July 24, 2017

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of July 24, 2017 at 6:00 p.m. Councilmembers Eric Johnson, Erica Pickett, Brad Adams, Bruce McDougall and Matt Miller were present. Councilmembers Ryan Walters and Liz Lovelett were absent. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Oath of Office for new Police Officer Tim Dills and Records Support Staff Kimberly McDermott: Police Chief John Small introduced new Police Officer Timothy R. Dills, a native of Sedro-Woolley and a graduate of the University of Washington, who graduated the prior week from the police academy. Mayor Gere administered the oath of office to Officer Dills.

Chief Small introduced Police Records Support Specialist Kimberly A. McDermott who joined the department in March 2017. Mayor Gere administered the oath of office to Ms. McDermott.

Update on CDBG 2017/2018 Funding Allocation: Planning Director Don Measamer reported that the city's Community Development Block Grant (CDBG) appropriation notice had finally been received on June 23, 2017 in the amount of $95,113, somewhat more than anticipated. Mr. Measamer reminded that Council had previously approved awards to three agencies and called Council's attention to the revised amounts for each awardee consistent with the final appropriation as listed in the packet materials for the meeting.

Planning Committee: Mr. Adams announced that the Planning Committee meeting scheduled for earlier in the evening had been cancelled.

Ms. Pickett moved, seconded by Mr. Johnson, to excuse the absence of Ms. Lovelett on medical grounds. The motion carried unanimously by voice vote.

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

Consent Agenda
Mr. McDougall removed Item 5b from the Consent Agenda. Mr. Johnson moved, seconded by Mr. Adams, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

a. Minutes of July 17, 2017
c. Contract Modification 02: Heart Lake Road Cape Seal (17-006-TRN-001)

The following vouchers/checks were approved for payment:
EFT numbers: 85759 through 85802, total $38,575.84
Check numbers: 85803 through 85860, total $281,683.68
Wire transfer numbers: 218034 through 219200, total $19,561.48

b. Approval of Claims in the amount of: $454,479.04

Mr. McDougall inquired about Dell laptops for the police department which had appeared on several recent voucher lists. Mr. Hoglund indicated he would research the matter and provide more information.

Mr. McDougall moved, seconded by Mr. Miller, to approve Consent Agenda Item 5b, approval of claims in the amount of $454,479.04. The motion carried unanimously by voice vote.

OTHER BUSINESS

Ordinance 3005: Wave Franchise Agreement

Mayor Gere removed this item from the agenda to allow the applicant additional time to prepare.

Finance Update

Finance Director Steve Hoglund reported that because the state legislature did not pass a capital budget, the previously awarded Drinking Water State Revolving Fund loan for the Blue Heron reservoirs project was not currently available. He advised that he would monitor project spending over the rest of the year to determine if alternative funding would need to be arranged to allow the project to proceed and if an interfund bridge loan could fund the project until a capital budget was approved. Mr. Hoglund shared comparative calculations for the cost of the original loan versus a bond issue; his calculations were added to the packet materials for the meeting. Mr. Miller asked Mr. Hoglund to keep Council informed of the timeline for taking action to secure alternative funding if required. Councilmembers discussed the current bond market, the payback period for interfund loans, and whether current water rates could support the project if it had to be bonded.

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

Mr. Hoglund provided an update on the city's financial picture through June 2017. He reviewed a series of charts and tables from the meeting packet materials reporting on tax revenue, sales tax, real estate excise tax (REET), impact fees and lodging tax. Mr. McDougall asked for more information about the increase in lodging tax receipts. Mr. Hoglund then reviewed the revenues and expenditures by fund compared to projections for first half of the year and explained the transaction timing accounting for the few apparent anomalies. He briefly reviewed the budget to actual report for capital projects, then highlighted the report on the city's investment diversification as of May 31, 2017. Mr. Hoglund closed with a summary of the top 30 industries contributing to the city's sales tax revenue.

Mr. Johnson noted the current upward trend in revenue and observed that future revenue might also be affected by the development regulation changes under way, then asked about an updated 20-year revenue projection analysis. Mayor Gere suggested that project might be timely in 2018 when the development regulations are complete.

Ambulance Rate Update

Mr. Hoglund reported that Skagit County Commissioners had recently set new rates for emergency ambulance service in Skagit County effective July 1, 2017. He referenced the new rates which were included in the packet materials for the meeting. Mr. Adams inquired what portion of the billed fees were collected. Mr. Hoglund replied approximately 50% due to Medicare and Medicaid payer caps.

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

Ordinance 3009: Amending the 2017/2018 Budget

Mr. Hoglund presented Ordinance 3009 to amend the 2017 budget for two parks capital projects that rolled over from the 2016 budget and for the rebate-funded LED lighting upgrade project.

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

Mr. Johnson moved, seconded by Ms. Pickett, to adopt **Ordinance 3009**, authorizing the second quarter amendment to the 2017/2018 biennial budget. Vote: Ayes - Pickett, Adams, McDougall, Miller and Johnson. Motion carried.

Resolution 1991: Authorizing Refund of 2020 Library Bond Payment

Mr. Hoglund presented a resolution to authorize early payment of the last year of the 2005 library bond. He summarized the history of the bond including prior Council action by Resolution 1624 to rebate the excess proceeds from the bond back to the taxpayers over 20 years. Mr. Hoglund explained that due to higher than expected earnings on the remaining bond funds, the debt service fund had sufficient cash to call the final year (2020) of the bond and extinguish the debt a year early in 2019 while putting over $500,000 back into the local economy in the form of lower property taxes in 2020. Mr. Hoglund's calculations indicating 2020 property tax savings of over $65 for a $400K home were added to the packet materials for the meeting.

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

Mr. Johnson moved, seconded by Ms. Pickett, to adopt **Resolution 1991** authorizing the redemption of the 2020 maturity of the 2005 UTGO library bond. Vote: Ayes - Adams, McDougall, Miller, Johnson and Pickett. Motion carried.

Resolution 1993: Emergency Declaration and Contract for West 2nd St and Hartford Avenue Sanitary Sewer Repair/Replacement

Assistant Public Works Director Matt Reynolds presented a resolution declaring an emergency for a sanitary sewer repair and a contract for the work to Construction Unlimited in the amount of $96,689.78. Mr. Reynolds explained the nature and location of the failed sewer pipe and the work proposed to install a permanent repair.

Mr. Adams moved, seconded by Mr. Miller, to approve Resolution 1993 and award a contract to Construction Unlimited for the referenced work.

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

Mr. Reynolds responded to councilmember questions regarding the nature of the temporary repair and prioritization for sewer pipe rehabilitation prior to failure.

Vote: Ayes - McDougall, Miller, Johnson, Pickett and Adams. Motion carried.

Contract Award: WWTP Outfall Line Repair (13-020-SEW-009)

Mr. Reynolds requested Council authorization to award a contract to Culbertson Marine Construction Inc. in the amount of $1,524,079.00 for repair of the Wastewater Treatment Plant (WWTP) outfall. Mr. Reynolds recalled the description of the work from prior City Council meetings and reminded that Council had previously approved sole source contracting for the project. His slide presentation was added to the packet materials for the meeting. Mr. Reynolds noted the tight schedule for the work due to a Port of Anacortes project scheduled to begin October 1 and the COE permit expiration in mid-October; he said the contractor would begin work the following week if Council approved the contract. Mr. Miller confirmed with Mr. Reynolds that the proposed schedule was acceptable to the Dept. of Ecology and

clarified that the $1.5M contract would form a sizable portion of the total $2.9M budgeted for sewer fund capital projects for 2017. Mr. Adams asked how the city ensured value outside the competitive bidding process. Mr. Reynolds said the contractor's price was in line with the engineer's estimate prepared by the city's consultant, Skillings Connolly.

Mr. Johnson moved, seconded by Mr. Adams, to consent to award a contract in the amount of $1,524,079.00 to Culbertson Marine Construction Inc. for the repair of the Wastewater Treatment Plant outfall. Vote: Ayes - Miller, Johnson, Pickett, Adams and McDougall. Motion carried.

There being no further business, at approximately 7:02 p.m. the Anacortes City Council meeting of July 24, 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 August 7, 2017 City Council meeting:

Download this file in OpenDocument spreadsheet format.

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
219669	3/31/2017	Pay App 7	10270	MCCLURE & SONS, INC, LES MCCLURE	WWTP SEWAGE SLUDGE INCINERATOR SCRUBBER - THROUGH MARCH 31, 2017	$10,402.70
219495	5/11/2017	49407	01808	MT. BAKER OVERHEAD DOORS INC	REPAIR CABLE, LUBE AND ADJUST GARAGE	$124.78
219526	5/18/2017	8216	10685	PRIMAC ELECTRIC, LLC	REPAIR LIGHTING @ STORVIK PARK	$2,347.40
219403	5/20/2017	10267	01530	LAKESIDE INDUSTRIES, INC.	SORTED RIPRAP	$50.18
217357	5/25/2017	38740061	01616	LOWE'S BUSINESS ACCOUNT/GEMB	HARDWARE FOR SCBA RACKS	$3.09
217361	5/30/2017	38176109	01616	LOWE'S BUSINESS ACCOUNT/GEMB	STARTER FOR WEEDEATER	$4.53
217359	6/1/2017	55337770	01616	LOWE'S BUSINESS ACCOUNT/GEMB	GARDEN HOSE FOR DECON	$20.61
219398	6/2/2017	10940312	03072	WILBUR-ELLIS COMPANY, LLC	SEED MIX, FERTILIZER	$412.31
219521	6/3/2017	120947	08654	FIDALGO AUTO PARTS - NAPA	NOZZLE - 29-3	$15.18
217360	6/5/2017	16688216	01616	LOWE'S BUSINESS ACCOUNT/GEMB	UTILITY SHELVING FOR SCBA MASKS	$22.14
219375	6/8/2017	TB-171819273	10094	GOOD TO GO!	TOLLS - LICENSE 53506D/WA-6/8/17	$5.50
213907	6/8/2017	10721	07385	TRIVAN TRUCK BODY	TRUCK BODY FOR VEHICLE #176 - ON THE	$16,195.54
213908	6/8/2017	10722	07385	TRIVAN TRUCK BODY	TRUCK BODY INSTALLED ON VEH #179, ON	$14,900.32
219623	6/12/2017	1200057363	05880	HDR ENGINEERING, INC	BLUE HERON CIRCLE RESERVOIR PROJECT CONSTRUCTION ENGINEERING 4/30/17-5/27/17	$14,395.32
218077	6/15/2017	12545573	01616	LOWE'S BUSINESS ACCOUNT/GEMB	ELECTRICAL WIRE	$64.59
219668	6/15/2017	Pay App 8	10270	MCCLURE & SONS, INC, LES MCCLURE	WWTP SEWAGE SLUDGE INCINERATOR SCRUBBER - THROUGH JUNE 15, 2017	$85,185.41
219324	6/16/2017	049685297757	04194	AMAZON.CREDIT PLAN	DVD'S	$35.74
219296	6/16/2017	006270	02405	SEBO'S DO-IT CENTER	PARTS FOR SHOP AND #90011	$85.69
218057	6/23/2017	113-8008802-1221006	08811	AMAZON.COM	PARTS FOR VEH #176 & #179	$189.60
219325	6/24/2017	049685093325	04194	AMAZON.CREDIT PLAN	DVD'S	$497.31
219698	6/26/2017	112-0994424-5665047	08811	AMAZON.COM	KWIKEE CONTROL UNIT FOR #213	$220.04
218076	6/26/2017	27494612	01616	LOWE'S BUSINESS ACCOUNT/GEMB	PAINTING SUPPLIES	$65.61
218082	6/27/2017	114-6641455-3869804	08811	AMAZON.COM	OFFICE SUPPLIES FOR OPERATIONS	$80.32
218177	6/27/2017	114-0876915-4833014	08811	AMAZON.COM	OFFICE SUPPLY FOR OPS OFFICE	$54.22

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
218178	6/27/2017	114-1913264-9956210	08811	AMAZON.COM	OFFICE SUPPLY FOR OPS OFFICE	$3.47
218179	6/27/2017	114-4434885-8521024	08811	AMAZON.COM	OFFICE SUPPLY FOR OPS OFFICE	$9.74
218180	6/27/2017	114-7026208-5849013	08811	AMAZON.COM	OFFICE SUPPLY FOR OPS OFFICE	$20.96
219607	6/28/2017	114-5207732-2929016	08811	AMAZON.COM	AUX PATROL SAFETY GEAR; HARD HATS	$94.81
219608	6/28/2017	114-4783828-0984262	08811	AMAZON.COM	AUX PATROL SAFETY GEAR; REFLECTIVE TAPE	$29.13
219486	6/28/2017	7237	02405	SEBO'S DO-IT CENTER	SILICONE FOR HYDRANTS	$23.85
219064	6/29/2017	698331	00496	CASCADE COLUMBIA DISTRIBUTION	SODIUM FLUORIDE - 50# BAGS	$1,580.00
218302	6/29/2017	80280	09472	PUMP INDUSTRIES INC	DIAPHRAM PUMP	$1,215.81
219365	6/29/2017	299509	02839	USA BLUE BOOK	SULFURIC ACID	$147.93
219366	6/29/2017	299514	02839	USA BLUE BOOK	DECHLORINATION TABLETS	$199.97
219614	6/30/2017	3239	10416	ALL PHASE COMM LLC	GRANDSTREAM GATEWAY AFD FAX2	$200.73
219302	6/30/2017	131	06629	BOYS & GIRLS CLUBS	JUNE - LUNCH PROGRAM SERVICE PROVISION	$800.00
219481	6/30/2017	7345	01269	HOW IT WORKS, INC	TIME/EDITING FOR BROCHURE	$18.99
219612	6/30/2017	123503	10177	INFOSEND, INC.	PROGRAMMING FEE - RESIDENTIAL STORM RATES	$320.00
219613	6/30/2017	122735	10177	INFOSEND, INC.	MONTHLY STATEMENT & STORM RATE FLYERS	$4,546.08
219658	6/30/2017	123502	10177	INFOSEND, INC.	2017 FIREWORKS INSERT & FEES	$691.52
219376	6/30/2017	114-5497559	04834	UNITED SITE SERVICES, INC	2100 PENNSYLVANIA AVE - JUNE	$119.11
218734	7/3/2017	17-030-PLN-005	00645	CONSTRUCTION UNLIMITED INC	RETAINAGE RELEASE	$825.00
219576	7/3/2017	17-15501	00850	EDGE ANALYTICAL, INC	CHROMOGENIC SUBSTRATE TEST (COLIFORMS)	$15.00
219329	7/3/2017	99152503	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	$1,156.12
219357	7/3/2017	99152502	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	$224.40
218926	7/3/2017	16114736	01616	LOWE'S BUSINESS ACCOUNT/GEMB	RECTORSEAL-PLANT EQUIPMENT	$45.72
219218	7/3/2017	10586	10273	SKILLINGS CONNOLLY, INC	WASTEWATER TREATMENT PLANT OUTFALL REPAIR DESIGN 5/26/17-6/25/17	$5,558.76
219525	7/3/2017	12259	07568	THE PLUMBING GUYS, INC	TROUBLESHOOT & CLEAN WA PARK MAIN SEWER	$517.00
219619	7/4/2017	E17045P-1	10359	ELEMENTAL AIR, LLC	O2 & CO ANALYZER RENTAL DURING WWTP EMISSIONS TESTING AND CEMS DIAGNOSTICS	$2,530.00
217847	7/5/2017	17-14728	00850	EDGE ANALYTICAL, INC	FINAL EFFLUENT TESTING	$137.00
219497	7/6/2017	77780767	03813	HEIN, GERALD	REIMBURSE EYEWARE LENSES, LEOFF1 RETIREE	$105.00
218927	7/6/2017	55377658	01616	LOWE'S BUSINESS ACCOUNT/GEMB	COUPLING, NIPPLES, ELBOWS - PLANT EQUIP.	$14.02
218657	7/6/2017	0474765-IN	02199	NATIONAL SAFETY, INC	SAFETY GEAR, VESTS, GLASSES, HARNESS	$297.36
219555	7/7/2017	9435969233	07570	CADMAN MATERIALS, INC.	SWEEPER DEBRIS HAULED	$503.68

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219557	7/7/2017	9435969231	07570	CADMAN MATERIALS, INC.	SWEEPER DEBRIS HAULED	$398.03
219558	7/7/2017	9435969230	07570	CADMAN MATERIALS, INC.	SWEEPER DEBRIS HAULED	$473.49
219567	7/7/2017	9435969229	07570	CADMAN MATERIALS, INC.	SWEEPER DEBRIS HAULED	$386.28
219233	7/7/2017	10517114	02552	PAPE' MACHINERY ACCT 4437	WATER PUMP #410	$1,305.23
219487	7/10/2017	S10897374.001	01446	KELLER SUPPLY COMPANY	REPLACEMNT TANKLESS WATER HEATER FOR OPS. REMODEL	$1,167.25
219424	7/10/2017	806474	01588	LIFE ASSIST, INC	EXAM GLOVES, TUBING	$180.11
219772	7/10/2017	2195	04817	NW CLEANERS	JANATORIAL SERVICE FOR CITY HALL AND FIDALGO CENTER	$2,105.00
219671	7/10/2017	23610	09242	US CRANE & HOIST INC	ANNUAL WWTP CRANE INSPECTION	$1,236.83
219674	7/10/2017	23611	09242	US CRANE & HOIST INC	SERVICE AND INSPECT WTP CRANES	$3,079.13
219475	7/11/2017	Reim	00675	COUSINS, RICHARD	REIMBURSE PHARMACY COPAY, LEOFF1 RETIREE, RICHARD COUSINS	$72.88
219626	7/11/2017	P1552-15	06985	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WTP	$1,970.00
219493	7/11/2017	8225	02405	SEBO'S DO-IT CENTER	CEILING HOOKS, SEALANT, FASTENERS, TOOL	$15.97
219496	7/11/2017	8229	02405	SEBO'S DO-IT CENTER	CASE OF SILICONE FOR HYDRANTS	$143.09
219657	7/11/2017	8214	02405	SEBO'S DO-IT CENTER	PARTS FOR FIBER ROOM BUILD @ LIBRARY	$19.70
219058	7/12/2017	92143816	01061	CHEMTRADE CHEMICALS US LLC	ALUM SULFATE	$3,858.97
219227	7/12/2017	3018685966	09284	IDEXX DISTRIBUTION INC	COLILERT MEDIA - LAB SUPPLIES	$1,734.83
219342	7/12/2017	8304	02405	SEBO'S DO-IT CENTER	PARTS FOR VEH #179	$2.24
219524	7/12/2017	170678	04831	T-SHIRTS BY DESIGN	T-SHIRTS FOR CO-ED SOFTBALL CHAMPIONS	$444.85
219055	7/13/2017	113-9445789-5872226	08811	AMAZON.COM	PARTS FOR VEH #179	$47.31
219326	7/13/2017	732585	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES - CARNEGIE	$3.57
219616	7/13/2017	BI-0317971	00317	BECKWITH & KUFFEL	PS15 KSB PUMP 1 REBUILD	$4,329.00
219235	7/13/2017	WAANA92817	00939	FASTENAL CO	YELLOW ZINC HEX CAP SCREWS #175	$9.59
219731	7/13/2017	1200062368	05880	HDR ENGINEERING, INC	WATER SYSTEM MODEL UPDATE 5/28/17-7/1/17	$2,083.42
219234	7/13/2017	MV169862	01801	MOTOR TRUCKS, INC	DRUM BRAKES #512	$773.39
219228	7/13/2017	001-375157	02109	PISTON SERVICE OF ANACORTES	AUTO PART FOR #704	$5.61
219367	7/13/2017	001-375161	02109	PISTON SERVICE OF ANACORTES	PART FOR #11903	$5.01
219059	7/13/2017	300000005235	02192	PUGET SOUND ENERGY	2102 PENNSYLVANIA AVE. - JUNE	$3,812.12
219498	7/13/2017	8358	02405	SEBO'S DO-IT CENTER	2 PLIERS, FASTENERS	$33.96
219364	7/13/2017	0789354680	02813	UNITED STATES POSTAL SERVICE	PREPAID ENVELOPES	$168.00
219053	7/14/2017	112-4433005-8346611	08811	AMAZON.COM	PART FOR VEH #159	$47.00
219054	7/14/2017	113-1584405-7349058	08811	AMAZON.COM	PART FOR SHOP	$499.90
219101	7/14/2017	112-8648299-0596266	08811	AMAZON.COM	PARTS FOR VEH #159	$95.59

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219343	7/14/2017	82561482	09185	BOUND TREE MEDICAL, LLC	PHARMACEUTICALS	$59.10
219539	7/14/2017	9435987929	07570	CADMAN MATERIALS, INC.	SWEEPER DEBRIS HAULED	$541.13
219554	7/14/2017	9435987930	07570	CADMAN MATERIALS, INC.	SWEEPER DEBRIS HAULED	$590.89
219363	7/14/2017	WAMO141566	00939	FASTENAL CO	ADDITIVE FOR PORTABLE EYE WASHES	$102.21
219622	7/14/2017	2681-21707037	09504	FCS GROUP	WATER COST OF SERVICE AND RATE DESIGN STUDY	$3,822.50
219390	7/14/2017	007897073	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM SHIRTS; RECORDS INGRAM	$113.36
219391	7/14/2017	007897079	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM SHIRTS; RECORDS NEWSOM	$93.59
219477	7/14/2017	40677	07863	HERRERA ENVIRONMENTAL	HEART LAKE WATER QUALITY STUDY	$9,729.59
219405	7/14/2017	0475563-IN	02199	NATIONAL SAFETY, INC	SAFETY VESTS FOR WATER DEPT	$187.32
219057	7/14/2017	105888	01939	NORTHSTAR CHEMICAL INC.	SODIUM HYDROXIDE - 25%	$4,728.77
219229	7/14/2017	001-375282	02109	PISTON SERVICE OF ANACORTES	ADAPTER FOR #704	$10.61
219551	7/14/2017	8465	02405	SEBO'S DO-IT CENTER	FASTENERS	$21.46
219538	7/15/2017	18481	01530	LAKESIDE INDUSTRIES, INC.	CONCRETE DUMP FEES- STREET DEPT	$93.30
214117	7/15/2017	117191	02896	VISA	TRAINING HOTEL STAY; SRO DOTZAUER	$613.36
219401	7/17/2017	2017-18	10683	ANACORTES ENVIRONMENTAL SAFETY	ASBESTOS SURVEY - OPERATIONS BUILDING	$350.00
219105	7/17/2017	190-1840-00	00147	ANACORTES, CITY OF	WWTP UTILITY BILLING	$5,394.47
219360	7/17/2017	732897	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES - LIBRARY	$3.14
219323	7/17/2017	16209	09617	FRONTLINE CLEANING SERVICES	LIBRARY - CUSTODIAL SERVICE JULY	$1,314.78
219102	7/17/2017	10544264	01165	HACH COMPANY	STANDARD CELL BUFFER SOLUTION, SALT	$825.85
219126	7/17/2017	23341	01616	LOWE'S BUSINESS ACCOUNT/GEMB	HOES/CONNECTORS (OUTSTANDING INVOICE	$92.90
219389	7/17/2017	42010	01745	MICRO DATA BUSINESS FORMS	MANDATORY NEW TICKET BOOKS	$1,393.92
219230	7/17/2017	001-375567	02109	PISTON SERVICE OF ANACORTES	AUTO PARTS / WIRE TIRES FOR #704 REPAIR	$116.96
219351	7/17/2017	001-375491	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #851	$5.57
219667	7/17/2017	294112	02549	SMILEY'S INC	CABLE CLAMPS FOR FIBER PROJECT	$6.73
219362	7/17/2017	1172249	02681	SURETY PEST CONTROL	STA 2 SERVICE: JULY	$44.49
219176	7/18/2017	3812191-1	05765	ADRIFT	SISTER CITY VISIT FOR FOURTH OF JULY EVENTS	$181.24
219609	7/18/2017	114-7863866-4365843	08811	AMAZON.COM	PATROL SUPPLIES; LASER TEMP GAUGE	$28.58
219178	7/18/2017	0605554	08219	ANTHONY'S RESTAURANT	SISTER CITY TOWN OF SIDNEY MAYOR AND TOWN CRIER LUNCH	$146.02
219672	7/18/2017	1412-U05	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - CITY HALL	$889.70
219356	7/18/2017	2266941	09961	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	$436.96
219530	7/18/2017	0188-483711	03816	CONSOLIDATED ELECTRICAL	PVC CONNECTORS AND 3/4 FLEX	$20.53
219595	7/18/2017	17-16563	00850	EDGE ANALYTICAL, INC	NITRTE-N TESTING	$24.00

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219600	7/18/2017	17-16572	00850	EDGE ANALYTICAL, INC	COMPLETE INORGANICS-POINTE	$356.00
219196	7/18/2017	Order	09800	ENDRESS + HAUSER, INC	PH PROBE	$595.06
219292	7/18/2017	WAANA92909	00939	FASTENAL CO	BUSHINGS AND NIPPLES	$44.88
219420	7/18/2017	808062	01588	LIFE ASSIST, INC	TUBING	$122.06
219537	7/18/2017	1563571	00632	MILES SAND & GRAVEL CO.	CONCRETE- 1923 24TH ST PROJECT	$1,228.50
219231	7/18/2017	001-375639	02109	PISTON SERVICE OF ANACORTES	ATTACHMENTS FOR #100	$35.87
219232	7/18/2017	001-375634	02109	PISTON SERVICE OF ANACORTES	ADAPTERS FOR #704	$51.69
219441	7/18/2017	170	10141	SARAH SIBLEY	PARTNERSHIP ARTICLE FOR ATOWN	$300.00
219341	7/18/2017	8736	02405	SEBO'S DO-IT CENTER	PART FOR #11948	$13.48
219402	7/18/2017	0097594-IN	02574	SOLID WASTE SYSTEMS, INC	PART FOR VEH #512	$144.72
219474	7/18/2017	0542005-001	02835	UNUM LIFE INS CO OF AMERICA	AUGUST, UNUM LEOFF1 LONG-TERM CARE INSURANCE	$1,898.25
219175	7/18/2017	Visa	02896	VISA	TRAVEL	$335.42
219195	7/18/2017	366561 & 366563	02896	VISA	LODGING MAYOR/COUNCILMEMBER WASH DC	$398.28
219503	7/19/2017	39606	08557	ADGRAPHIX, LLC	GRAPHICS FOR VEH #018	$195.50
219018	7/19/2017	TM168622	00095	ALPINE PRODUCTS INC	THERMO- PLASTIC FOR STREET DEPT	$5,882.25
219285	7/19/2017	113-7233941-9455431	08811	AMAZON.COM	PART FOR VEH #175	$6.35
219286	7/19/2017	113-5228758-6050616	08811	AMAZON.COM	EXHAUST GAS TEMP GAUGE COVERS	$69.93
219348	7/19/2017	19902464360	06718	ARAMARK	STA 3 MAT SERVICE: 7/19	$21.70
219605	7/19/2017	101412	00244	ASSOCIATION OF WASHINGTON	AUGUST, SUPPLEMENTAL LIFE INSURANCE	$328.31
219305	7/19/2017	917 600 0000 9	00494	CASCADE NATURAL GAS CORP.	1915 13TH ST., 6/21/17-7/18/17	$12.18
219306	7/19/2017	260 037 3822 1	00494	CASCADE NATURAL GAS CORP.	611 R AVENUE - 620/17-7/18/17	$15.23
219307	7/19/2017	538 000 0000 1	00494	CASCADE NATURAL GAS CORP.	411 HILLCREST DR., 6/21/17-7/18/17	$16.53
219308	7/19/2017	638 000 0000 0	00494	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 6/21/17-7/18/17	$10.00
219319	7/19/2017	989 800 0000 8	00494	CASCADE NATURAL GAS CORP.	WWTP 6/20-7/18/17	$11.46
219320	7/19/2017	154 700 0000 9	00494	CASCADE NATURAL GAS CORP.	LIBRARY 6/20/17-7/18/17	$84.06
219322	7/19/2017	710 300 0000 5	00494	CASCADE NATURAL GAS CORP.	OPERATION / BUS GARAGE 6/21-7/18/17	$52.85
219330	7/19/2017	199 800 0000 4	00494	CASCADE NATURAL GAS CORP.	703 R AVE 6/20-7/18/17	$10.00
219331	7/19/2017	912 800 0000 0	00494	CASCADE NATURAL GAS CORP.	CARNEGIE 6/20-7/18/17	$13.67
219346	7/19/2017	674 400 0000 7	00494	CASCADE NATURAL GAS CORP.	STA 1: 6/21 - 7/18	$32.50
219347	7/19/2017	169 400 0000 9	00494	CASCADE NATURAL GAS CORP.	STA 2: 6/21 - 7/19	$22.33
219385	7/19/2017	038 200 0000 2	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS	$215.49
219438	7/19/2017	440 400 0000 0	00494	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 6/20-7/18/17	$91.39
219444	7/19/2017	795 700 0000 4	00494	CASCADE NATURAL GAS CORP.	CITY HALL 6/20-7/18/17	$10.72
219593	7/19/2017	17-16566	00850	EDGE ANALYTICAL, INC	COMPLETE IOC - HSPS	$356.00
219599	7/19/2017	17-16564	00850	EDGE ANALYTICAL, INC	COMPLETE IOC	$356.00
219601	7/19/2017	17-16568	00850	EDGE ANALYTICAL, INC	COMPLETE IOC-WA PARK	$356.00

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219603	7/19/2017	17-16895	00850	EDGE ANALYTICAL, INC	FLUORIDE 3 MG	$24.00
219532	7/19/2017	1172812	00999	FOSTER PEPPER PLLC	WTP 2017 -MATTER NO. 102	$4,561.70
219533	7/19/2017	1172809	00999	FOSTER PEPPER PLLC	WATER TLEMETRY SYSTEMS - MATTER NO. 100	$828.50
219534	7/19/2017	1172822	00999	FOSTER PEPPER PLLC	WATER TREATMENT PLANT MATTER NO. 96	$20,554.54
219536	7/19/2017	1563947	00632	MILES SAND & GRAVEL CO.	CONCRETE- 1923 24TH ST PROJECT	$830.31
219480	7/19/2017	0475991-IN	02199	NATIONAL SAFETY, INC	EYE PROTECTION / BLK FRM CLR LENS	$3.69
219353	7/19/2017	001-375754	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #851	$8.84
219359	7/19/2017	001-375786	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #175	$11.66
219361	7/19/2017	001-375771	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #704	$5.61
219397	7/19/2017	CSrecclass	10659	SEVEN STAR WOMEN'S KUNG FU	CONTRACTED SERVICES FOR TEACHING	$420.00
219237	7/19/2017	6-27	09591	SKAGIT CNTY INVESTIGATIONS LLC	PUB DEF INVEST KINSLOW	$110.00
219238	7/19/2017	6-23	09591	SKAGIT CNTY INVESTIGATIONS LLC	PUB DEF INVEST DELA CRUZ AC16233	$55.00
219439	7/19/2017	589557	02468	SKAGIT COUNTY SOLID WASTE FUND	VEH 100192 .16 TONNAGE-SOLID WASTE	$14.75
219383	7/19/2017	170654	04831	T-SHIRTS BY DESIGN	WRESTLING CAMP T-SHIRTS	$68.36
219670	7/19/2017	114-5559700	04834	UNITED SITE SERVICES, INC	TRAVELLING TOILET SERVICE FOR FIBER PROJECT CREW	$56.45
219656	7/19/2017	1083	03059	WHATCOM COUNTY PARKS & REC	USE OF WHATCOM COUNTY PLANTATION RIFLE RANGE 2017	$5,593.18
219440	7/20/2017	921294/1	00021	ACE HARDWARE	TURNBUCKLE 5/16 X 6 5/8	$5.36
219374	7/20/2017	C16013961	10680	AETNA	REFUND AMBULANCE OVERPAYMENT	$82.54
219384	7/20/2017	17A05489	00180	ANACORTES TOWING LLC	TOWING; APD CASE 17-A05489	$162.75
219349	7/20/2017	1990266466	06718	ARAMARK	STA 2 MAT SERVICE: 7/20	$21.70
219350	7/20/2017	1990266467	06718	ARAMARK	STA 1 MAT SERVICE: 7/20	$21.70
219387	7/20/2017	1990266472	06718	ARAMARK	APD MAT SERVICE: 7/20	$16.28
219413	7/20/2017	1990266478	06718	ARAMARK	NYLON MAT CLEANING FOR OPS/SHOP	$23.07
219453	7/20/2017	1990266477	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	$66.81
219304	7/20/2017	849830017054353 8	04412	COMCAST	611 R AVNEUE - 7/22/17-8/21/17	$186.12
219287	7/20/2017	161224154724382	10656	HARP, SHERYLE	REFUND - WASHINGTON PARK CANCELLATION	$20.00
219694	7/20/2017	0550384263	01941	HONEY BUCKET	MT. ERIE/7/20/17-8/16/17	$109.50
219371	7/20/2017	C17049102	10678	JAGNJIC, IVAN	REFUND AMBULANCE OVERPAYMENT	$555.21
219483	7/20/2017	911451-0	09557	KEENEY'S OFFICE SUPPLY, INC.	PENS & POST ITS - PUB DEFENDER	$41.47
219624	7/20/2017	1633-8	06080	MAKERS ARCHITECTURE	ZONING, DEV & DESIGN STDS JUNE 2017	$3,272.96
219355	7/20/2017	2214	04817	NW CLEANERS	WEEKLY CLEANING STA 1 - JULY	$488.00
219354	7/20/2017	001-375892	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #154 & #175	$51.81
219368	7/20/2017	001-375884	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #175	$81.61
219388	7/20/2017	001-375883	02109	PISTON SERVICE OF ANACORTES	SUPPLIES FOR SHOP	$85.14

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219691	7/20/2017	0045896-IN	04411	PR DIAMOND PRODUCTS INC	MULTI PURPOSE BLADE - WATER DEPT.	$179.00
219372	7/20/2017	C17027701	10679	REVOCABLE LIVING TRUST, CECIL AND BONITA FLORY	REFUND AMBULANCE OVERPAYMENT	$250.00
219473	7/20/2017	5049538065	01351	RICOH USA, INC	S/N C86112175 3RD FL COPIER (4/21-7/20/17)	$2,199.96
219344	7/20/2017	8995	02405	SEBO'S DO-IT CENTER	PART FOR #11909	$10.36
219345	7/20/2017	9006	02405	SEBO'S DO-IT CENTER	PART FOR #11909	$63.58
219450	7/20/2017	9012	02405	SEBO'S DO-IT CENTER	ITEMS FOR ENGINEERING	$6.49
219434	7/20/2017	C17005789	10686	SLATER, MICHELLE	REFUND AMBULANCE OVERPAYMENT	$166.53
219528	7/20/2017	2017-2018	02769	TOWN GRAPHICS	ADVERTISING IN DISCOVERY MAP OF	$450.00
219556	7/20/2017	9789615120	02879	VERIZON WIRELESS	PUMP STATIONS CADA COMMUNICATION 6/21-7/20/17	$479.17
219328	7/21/2017	733457	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES - CARNEGIE	$8.90
219602	7/21/2017	17-16894	00850	EDGE ANALYTICAL, INC	TOC TESTING	$98.00
219570	7/21/2017	157974	06602	HI-TECH EVS, INC	PART FOR VEH #202	$4,298.20
219484	7/21/2017	911685-0	09557	KEENEY'S OFFICE SUPPLY, INC.	LAMINATING POUCHES & TAPE - PLANNING	$52.29
219569	7/21/2017	6728597	09526	MOTION & FLOW CONTROL	SUPPLIES FOR SHOP	$2,306.54
219773	7/21/2017	945299364001	01962	OFFICE DEPOT, INC.	11 X 17 PAPER & ORANGE FILE FOLDERS	$60.98
219373	7/21/2017	001-376109	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #175	$8.86
219378	7/21/2017	001-376006	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #175	$11.66
219449	7/21/2017	200207	02389	SEAWESTERN, INC.	GRANT: SCBA, MASK, TANK FOR GUEMES	$5,571.48
219455	7/21/2017	8136 50 291 0005268	09989	WAVE	FIBER LEASE WTP TO CITY HALL 8/1-8/31/17	$320.12
219687	7/22/2017	19282	01530	LAKESIDE INDUSTRIES, INC.	RIP/RAP - WASH. PARK	$52.35
219755	7/22/2017	19346	01530	LAKESIDE INDUSTRIES, INC.	5/8" AND 3/4" ROCK	$563.36
219765	7/22/2017	19290	01530	LAKESIDE INDUSTRIES, INC.	5/8" AND 3/4" ROCK	$170.28
219499	7/22/2017	9114	02405	SEBO'S DO-IT CENTER	NEEDLE BEARINGS	$26.37
219564	7/22/2017	9097	02405	SEBO'S DO-IT CENTER	PARTS FOR #11-960 & #11-935	$40.43
219621	7/22/2017	8122784427	09706	SHRED-IT USA, LLC	CONTAINER SHREDDING - CITY HALL	$36.30
219677	7/22/2017	8122781139	09706	SHRED-IT USA, LLC	OLD RECORDS DESTROYED	$42.35
219393	7/24/2017	112-0528443-9070645	08811	AMAZON.COM	CELL PHONE CASE / MATT KOEGEL	$7.99
219419	7/24/2017	cs- Basketball	01092	ANACORTES GIRL'S BASKETBALL, (SABA)	PAYMENT FOR GIRLS BASKETBALL CAMP	$277.00
219546	7/24/2017	17A05596	00180	ANACORTES TOWING LLC	TOWING; APD CASE 17-A05596	$162.75
219547	7/24/2017	17A05631	00180	ANACORTES TOWING LLC	TOWING; APD CASE 17-A05631	$162.75
219396	7/24/2017	AndersonRefund	10682	ANDERSON, MICHAEL	REFUND CAMPING, LESS FEES	$100.00
219411	7/24/2017	1990270483	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	$74.69
219377	7/24/2017	17-004-TRN-002	06826	ASPHALT QUALITY SEALERS	RETAINAGE RELEASE	$13,372.48
219380	7/24/2017	cs- Hawkeyes	09021	AYSC - HAWKEYE WRESTLING	PAYMENT FOR WRESTLING CLINIC	$918.00
219409	7/24/2017	2278454	09961	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	$5.64

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219423	7/24/2017	cpls	00765	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; JUNE 2017	$402.00
219386	7/24/2017	LSBrennan	09018	EDASC FOUNDATION	TUITION - LEADERSHIP SKAGIT PROGAM - H.	$1,700.00
219485	7/24/2017	WAANA93081	00939	FASTENAL CO	PVC PIPE NIPPLES	$13.40
219352	7/24/2017	188290	00950	FIDALGO COFFEE ROASTERS	BREAKROOM SUPPLIES	$93.00
219489	7/24/2017	281448	01023	FRONTIER BUILDING SUPPLY	7'6" REMESH 48" FOR OPS REMODEL	$113.47
219490	7/24/2017	281408	01023	FRONTIER BUILDING SUPPLY	2X2X2 DOBIE BLOCK W/WIRE	$49.48
219491	7/24/2017	281407	01023	FRONTIER BUILDING SUPPLY	10 X 50 MIL BLACK PLASTIC / OPS. REMODEL	$39.33
219692	7/24/2017	281473	01023	FRONTIER BUILDING SUPPLY	DOUGLAS FIR 6 X 6, TREATED S4S, HEX	$34.28
219471	7/24/2017	360-299-3674-0214175	07909	FRONTIER COMMUNICATIONS	OPERATIONS BACK UP PHONE LINE 6/28-7/27/17	$64.73
219666	7/24/2017	992540003	01129	GRAYBAR ELECTRIC COMPANY, INC	FIBER MATERIALS - FIBER	$73,715.21
219392	7/24/2017	17A02496	01364	ISLAND HOSPITAL	JUVENILE FIT FOR JAIL	$246.95
219500	7/24/2017	3986-335359	08539	O'REILLY AUTO PARTS	PART FOR VEH #213	$3.39
219505	7/24/2017	0542410-IN	02260	REISNER DISTRIBUTOR INC	OIL FOR THE WWTP	$359.21
219394	7/24/2017	July 24, 2017	08270	SARA & SERVICES	UNIFORM HEMMING, REPAIR AND PATCH	$58.59
219452	7/24/2017	200266	02389	SEAWESTERN, INC.	GRANT: SCBA, 2 MASKS, TANK - DISTRICT 11	$6,499.15
219454	7/24/2017	200265	02389	SEAWESTERN, INC.	GRANT: SCBA CYLINDERS - DISTRICT 11	$2,783.03
219436	7/24/2017	9241	02405	SEBO'S DO-IT CENTER	TAPE	$3.22
219437	7/24/2017	9242	02405	SEBO'S DO-IT CENTER	TAPE	$3.22
219501	7/24/2017	9224	02405	SEBO'S DO-IT CENTER	MAGNETIC KNIFE BAR - 29-1	$17.35
219520	7/24/2017	9251	02405	SEBO'S DO-IT CENTER	MANILLA ROPE - ROPE RESCUE	$13.01
219663	7/24/2017	9205	02405	SEBO'S DO-IT CENTER	1/8 WIRE ROPE CLIPS FOR FIBER ROOM BUILD @ LIBRARY	$5.14
219665	7/24/2017	9232	02405	SEBO'S DO-IT CENTER	3 SGL PULLEY FOR FIBER ROOM BUILD @ LIBRARY	$26.02
219761	7/24/2017	9235	02405	SEBO'S DO-IT CENTER	SUPPLIES - MARITIME HERITAGE CENTER	$11.70
219443	7/24/2017	RS18021907	10377	SHIFTNOTE, LLC	SHIFTNOTE SERVICE THRU OCT. 31, 2017	$194.85
219395	7/24/2017	RE 41 JA2711 L145	02941	WASHINGTON STATE DEPARTMENT	17TH ST & Q AVE SIGNAL LIGHT	$1,498.84
219445	7/25/2017	5004329	00145	ANACORTES AMERICAN	WTP 2017 RENEWAL	$43.00
219476	7/25/2017	1990273564	06718	ARAMARK	LAUNDRY SERVICE - WTP	$71.46
219523	7/25/2017	733969	00306	BAYSHORE OFFICE PRODUCTS INC	POCKET FOLDERS	$23.07
219617	7/25/2017	8498 30 017 0487207	04412	COMCAST	CITY HALL INTERNET CONNECTION 8/5-9/4/17	$191.12
219488	7/25/2017	2-554724	00789	DIAMOND RENTALS INC.	METAL SHEARS - RENTAL TOOL FOR OPS.	$28.21
219683	7/25/2017	21261	00841	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING	$326.86
219592	7/25/2017	17-16576	00850	EDGE ANALYTICAL, INC	COMPLETE IOC-C BLUFF	$356.00
219596	7/25/2017	17-16941	00850	EDGE ANALYTICAL, INC	VOLATILE ORGANICS SAMPLE	$218.00
219597	7/25/2017	17-16945	00850	EDGE ANALYTICAL, INC	VOLATILE ORGANICS SAMPLES	$218.00

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219442	7/25/2017	16-001-SEW-002	07418	MICHELS CORPORATION	RETAINAGE RELEASE	$7,325.60
219494	7/25/2017	MV170716	01801	MOTOR TRUCKS, INC	MIRRORS FOR #513	$55.11
219502	7/25/2017	001-376382	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #512	$11.61
219565	7/25/2017	001-376379	02109	PISTON SERVICE OF ANACORTES	BATTERY FOR VEH #012	$5.27
219566	7/25/2017	001-376320	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #027	$45.52
219451	7/25/2017	N534487	02123	PLATT ELECTRIC SUPPLY INC	400 AMP POWER SWITCH - OPS GENERATOR	$2,663.98
219724	7/25/2017	400001718115	02192	PUGET SOUND ENERGY	POLE ATTACHMENT FOR FIBER TO 3 POLES	$228.97
219472	7/25/2017	169	10141	SARAH SIBLEY	ARTICLES FOR CITY WEBSITE	$1,200.00
219478	7/25/2017	9299	02405	SEBO'S DO-IT CENTER	DISH SOAP / OPS. BREAKROOM	$6.48
219701	7/25/2017	114-581448	04834	UNITED SITE SERVICES, INC	AVON ALLEN RD & STATE RTE	$22.58
219531	7/25/2017	09029408	07342	VERIZON BUSINESS	PHONE BILL 6/15-7/14/17	$46.09
219482	7/25/2017	04976100	09237	WASHINGTON TRACTOR, INC	2017 STIHL FS240 WEED TRIMMER	$560.59
219456	7/25/2017	1154635597	08896	WILSON DDS, NICHOLAS J	DENTAL SERVICES, LEOFF1 RETIREE, DOS: 6/13/17	$239.00
219703	7/26/2017	92153637	01061	CHEMTRADE CHEMICALS US LLC	ALUM SULFATE	$4,674.85
219766	7/26/2017	0561795	00932	FERGUSON ENTERPRISES, INC	LF 2 OMNI T2 METER 100 CF	$1,079.97
219727	7/26/2017	170669-4069	09913	LAB/COR, INC.	CRYPTO-GIARDIA ANYLYSES	$900.00
219529	7/26/2017	cs- Padovan	02043	PADOVAN, MARIE	PAYMENT TO DOG AGILITY INSTRUCTOR	$630.00
219527	7/26/2017	WPRefund	10688	RODGERS, CAROL	REFUND CANCELLED PICNIC RESERVATION,	$54.00
219545	7/27/2017	1990276905	06718	ARAMARK	APD MAT SERVICE: 7/27	$16.28
219618	7/27/2017	1990276913	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	$66.81
219550	7/27/2017	2289977	09961	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	$1.04
219544	7/27/2017	PER DIEM	07841	DOTZAUER, TRAVIS J	TRAINING PER DIEM; SRO DOTZAUER	$107.00
219598	7/27/2017	17-16870	00850	EDGE ANALYTICAL, INC	HERBICIDES SAMPLES	$198.00
219552	7/27/2017	188422	00950	FIDALGO COFFEE ROASTERS	BREAKROOM SUPPLIES	$93.00
219571	7/27/2017	188441	00950	FIDALGO COFFEE ROASTERS	BREAKROOM SUPPLIES	$167.40
219573	7/27/2017	188455	00950	FIDALGO COFFEE ROASTERS	BREAKROOM SUPPLIES	$186.00
219700	7/27/2017	188425	00950	FIDALGO COFFEE ROASTERS	BREAKROOM SUPPLIES	$132.40
219540	7/27/2017	0476738-IN	02199	NATIONAL SAFETY, INC	CHEMICAL RESISTANT JACKET AND BIB	$301.54
219735	7/27/2017	001-376541	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #608	$63.52
219740	7/27/2017	1704-01	02213	QUANTUM CONSTRUCTION, INC	CITY HALL SEISMIC UPGRADE CONSTRUCTION - JUNE 2017	$1,998.59
219553	7/27/2017	37103	02260	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	$2,747.57
219659	7/27/2017	9495	02405	SEBO'S DO-IT CENTER	PAINT, PAINT BRUSHES FOR FIBER ROOM BUILD @ LIBRARY	$49.41
219661	7/27/2017	9514	02405	SEBO'S DO-IT CENTER	BOX FAN FOR FIBER ROOM BUILD @ LIBRARY	$17.33
219684	7/27/2017	2472	02469	SKAGIT COUNTY SHERIFF'S OFFICE	NW MINI CHAIN; 2ND QTR 2017	$2,845.94
219627	7/27/2017	PR001 - July 2017	10574	STELLAR J CORPORATION	BLUE HERON CIRCLE RESERVOIRS PROJECT - CONSTRUCTION	$192,303.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
219730	7/27/2017	3359	07737	STEVENS ELECTRIC INC	ELECTRIC WORK FOR FIBER ROOM BUILD @ LIBRARY	$10,867.50
219548	7/27/2017	NNO	10689	WOLFF, KATHLEEN	ENTERTAINMENT FOR NATIONAL NIGHT OUT	$100.00
219690	7/28/2017	LTAC Chamber Market	00148	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER MARKETING REIMBURSE	$7,427.42
219688	7/28/2017	17A05775	00180	ANACORTES TOWING LLC	TOWING; APD CASE 17-A05775	$162.75
219611	7/28/2017	282101	01023	FRONTIER BUILDING SUPPLY	PARTS FOR WATER DEPT	$40.75
219664	7/28/2017	360-293-0327-0122885	07909	FRONTIER COMMUNICATIONS	CITY MAIN PHONE 360-293-0327 7/28-8/27/17	$611.24
219678	7/28/2017	360-299-6615-0615165	07909	FRONTIER COMMUNICATIONS	APD 911 LINE 7/28-8/27/17	$65.12
219679	7/28/2017	360-293-5868-1006005	07909	FRONTIER COMMUNICATIONS	APD BUSINESS LINE SUMMARY 7/28-8/27/17	$331.13
219680	7/28/2017	360-588-1422-0822015	07909	FRONTIER COMMUNICATIONS	APD BUSINESS LINE 7/28-8/27/17	$286.70
219681	7/28/2017	360-293-4900-0912865	07909	FRONTIER COMMUNICATIONS	APD BAC 7/28-8/27/17	$77.55
219689	7/28/2017	360-293-3725-Aug17	07909	FRONTIER COMMUNICATIONS	DEPOT 7-28 TO 8-27-17	$58.15
219693	7/28/2017	360-299-3674-0214175	07909	FRONTIER COMMUNICATIONS	OPERATIONS 7/28-8/27/17	$65.49
219746	7/28/2017	360-299-2484-0726025	07909	FRONTIER COMMUNICATIONS	LIBRARY PHONE 07/28/17-08/27/17	$52.77
219620	7/28/2017	170510164310226	10690	GRAMS, BARBARA	CANCELLATION OF SITE B 8-8/5/17	$10.00
219734	7/28/2017	728868	01421	JCI JONES CHEMICALS INC	CHLORINE	$6,300.00
219606	7/28/2017	REIMB	01587	LIDDLE, DOUGLAS A	UNIFORM BOOTS; OFC LIDDLE	$75.94
219736	7/28/2017	MV170992	01801	MOTOR TRUCKS, INC	PART FOR VEH #202	$158.84
219610	7/28/2017	001-376668	02109	PISTON SERVICE OF ANACORTES	PART FOR WATER DEPT	$20.13
219725	7/28/2017	001-376691	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #010	$229.04
219726	7/28/2017	001-376651	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #010	$23.61
219728	7/28/2017	001-376731	02109	PISTON SERVICE OF ANACORTES	SUPPLY FOR VEH #010	$18.87
219729	7/28/2017	S6-2334761	05774	SEATTLE AUTOMOTIVE	PART FOR VEH #010	$247.14
219660	7/28/2017	9558	02405	SEBO'S DO-IT CENTER	FASTENERS, PAINT FOR FIBER ROOM BUILD @ LIBRARY	$34.70
219629	7/28/2017	I-14645	08758	SIGNS BY TOMORROW - BELLINGHAM	MADRONA GROVE - REPLACEMENT SIGNAGE	$16.50
219787	7/28/2017	0041121-IN	02753	TMG SERVICES, INC	0-100 VAC GAUGE	$402.61
219752	7/31/2017	1990280925	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	$72.82
219676	7/31/2017	73452	00306	BAYSHORE OFFICE PRODUCTS INC	MAILING ENVELOPES - 4TH OF JULY PHOTO	$4.34
219702	7/31/2017	792 - Pay App 1	00645	CONSTRUCTION UNLIMITED INC	EMERGENCY SEWER REPAIR BLOCKS 804 & 805 NP ADDN.	$12,472.63

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
219785	7/31/2017	4339	00693	CULBERTSON MARINE CONSTRUCTION	WASTEWATER TREATMENT PLANT OUTFALL REPAIR - PRELIMINARY WORK	$118,285.71
219682	7/31/2017	072917	00955	FIDALGO CLEANING	CLEANING & SUPPLIES	$700.00
219695	7/31/2017	360-299-0813-1017915	07909	FRONTIER COMMUNICATIONS	WWTP 7/28-8/27/17	$298.20
219732	7/31/2017	001-376889	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #511	$36.04
219696	7/31/2017	2509626	02342	SAFEWAY INC	ICE FOR THE LAB	$32.28
219749	8/1/2017	1990284079	06718	ARAMARK	LAUNDRY SERVICE - WTP	$73.83
219745	8/1/2017	734325	00306	BAYSHORE OFFICE PRODUCTS INC	LONG REACH EMBOSSER FOR WARRANTS	$75.19
219747	8/1/2017	733162	00306	BAYSHORE OFFICE PRODUCTS INC	STAPLER	$8.44
219358	8/1/2017	20170801	08563	CHOWANEC, WILLIAM	STA 3 RENT: AUGUST	$2,045.00
219739	8/1/2017	Aug 2017	01511	KORTERUD, WAYNE D	INDIGENT SCREENING AUG 2017	$375.00
219756	8/1/2017	5049697712	01351	RICOH USA, INC	S/N C86078711 LIBRARY FL1 STAFF COPIER 5/1-7/31/17	$796.66
219757	8/1/2017	recurring	01351	RICOH USA, INC	S/N C86078755 LIBRARY FL1ADMIN COPIER (DATES)	$0.92
219760	8/1/2017	5049697745	01351	RICOH USA, INC	S/N C86078755 LIBRARY FL2 ADMIN COPIER 5/1-7/31/17	$28.93
219762	8/1/2017	5049697586	01351	RICOH USA, INC	S/N C86146548 APD PATROL OFFICE 5/1-7/31/17	$92.76
219764	8/1/2017	5049697257	01351	RICOH USA, INC	S/N C86180481 PARK & REC 5/1-7/31/17	$32.95
219767	8/1/2017	5049696783	01351	RICOH USA, INC	S/N C86152062 HR COPIES 7/1-7/31/17	$7.17
219769	8/1/2017	5049696900	01351	RICOH USA, INC	S/N C86111692 ENG 5/1-7/31/17	$82.25
219770	8/1/2017	5049696689	01351	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 7/1-7/31/17	$36.04
219748	8/1/2017	3RD QTR	02496	SKAGIT COUNTY DISTRICT COURT	3RD QTR BILLING JUDICIAL SERVICES	$14,457.00
219615	8/1/2017	303362939	03957	THYSSENKRUPP ELEVATOR CORP	LIBRARY-PHONE MONITOR ELEVATOR 8/1-10/31/17	$49.54

Total **$802,724.20**

City Council Agenda Bill

Meeting Date: 8/7/2017 **Agenda Item**: 5c

Subject: Contract Modification: March Point Shoulder Widening Project

Staff Contact: Fred Buckenmeyer

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

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
X	Contract Modification No. 4
	Public Hearing
	Staff Report

Summary Statement: Staff requests authorization to issue a supplement to Reichhardt & Ebe in the amount of $4,886.00 increasing the contract amount from $52,098.00 to $56,984.00 to revise the plans, specifications, and estimates (PS&E) and assist in rebidding the subject project.

Background: The original Contract Documents included a road closure. However, after bid opening, it was determined that a road closure was not prudent given the potential impacts. As such, it is necessary to rebid the project and the City requests the Consultant to revise the PS&E and assist in rebidding.

Budget Impact	
Amount Budgeted	$56,250.00
Budget Account (BARS)	105.720.595.62.63
Proposed Expenditure	$4,886.00
Budget Amendment Required?	No
Revenue Source	Federal Funds 86.5%; City Funds 13.5%

Proposed Contract	
Contractor	Reichhardt & Ebe
Amount	$4,886.00
Start Date	8/4/15
End Date	12/31/17

Previous Council/Committee Action: On August 4, 2015, the City entered a contract with Reichhardt & Ebe. Supplement 1 was approved by City Council on 10/19/15.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council consent to issue a supplement under the design contract for the March Point Road Shoulder Widening Project.

Alternative Actions: Not approve the supplement which would halt and/or cancel the project.

Attachments (listed in order presented): Supplement Agreement Number 4

Washington State Department of Transportation

Supplemental Agreement Number 004	Organization and Address Reichhardt & Ebe Engineering, Inc. 423 Front Street, PO Box 978 Lynden, WA 98264 Phone: 360-354-3687	
Original Agreement Number 15-006-TRN-001		
Project Number STPUS-6201(001)	Execution Date	Completion Date 12/31/17
Project Title March Point Road Shoulder Widening	New Maximum Amount Payable $56,984.00	

Description of Work

This supplement revises Work Task C through Task E: Plans, Specifications, and Estimate (PS&E). The original Contract Documents included a road closure. However, after bid opening, it was determined that a road closure was not prudent given the potential impacts. As such, the CONTRACTING AGENCY requested that the CONSULTANT revise the PS&E and assist in rebidding the Project.

The Local Agency of City of Anacortes desires to supplement the agreement entered in to with Reichhardt & Ebe Engineering, Inc. and executed on 8/4/2015 and identified as Agreement No. 15-006-TRN-001

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See Attached Exhibit A

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: _____

III

Section V, PAYMENT, shall be amended as follows:

Sup 004 adds $4,886.00 to the previous contract total of $52,098.00 (contract amount of $27,229.08 + Sup 001 amount of $3,948.07 + Sup 002 amount of $4,659.51 + Sup 003 amount of $16,261.34) for a new total of $56,984.00 - See attached Exhibit E-3.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Luis Ponce/Reichhardt & Ebe Engineering

Consultant Signature

By: City of Anacortes

Approving Authority Signature

Date

DOT Form 140-063
Revised 09/2005

EXHIBIT A
MARCH POINT ROAD SHOULDER WIDENING PROJECT
SCOPE OF WORK
SUPPLEMENT NO. 4

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1. PROJECT UNDERSTANDING

This supplement revises Work Task C through Task E: Plans, Specifications, and Estimate (PS&E). The original Contract Documents included a road closure. However, after bid opening, it was determined that a road closure was not prudent given the potential impacts. As such, the CONTRACTING AGENCY requested that the CONSULTANT revise the PS&E and assist in rebidding the Project.

The revised work includes the following Tasks:

Task 1 - Project Management/Administration

- Coordinate with the CONATRACTING AGENCY during the rebidding process.

Task 2 - Construction Contract - Rebidding

- Revise and update the Contract Documents and Specifications.
- Update the engineer's estimate.
- Prepare Traffic Control Plans that allows the road to remain open during construction.

Task 3 - Assistance During Bid Process

- Respond to Contractor questions and issue an Addendum if needed.

EXHIBIT E-3 Consultant Fee Determination
Supplement 4

MARCH POINT ROAD SHOULDER WIDENING PROJECT
Man-Hour and Cost Estimate
REICHHARDT & EBE ENGINEERING, INC.

Date: July 5, 2017

Construction Contract Rebidding Services

Task No.	Task Description	Engr. Level 7	Engr. Level 3	Tech. Level 4 (CAD)	Tech. Level 4	Cler. Level 3
1.00	**Project Management/Administration**					
1.01	Preparation of contract supplement/invoice review	2			1	
1.02	Coordination with Agency staff	6		1	1	
	Sub-Total	8	0	1	2	0
	Negotiated Hourly Rate	$119.16	$72.68	$64.82	$62.86	$47.14
	Sub-Total Task	$953.28	$0.00	$64.82	$125.72	$0.00
	Total Task					$1,143.82
2.00	**Construction Contract - Rebidding**					
2.01	Review and update contract documents and specifications	10				2
2.02	Update Engineer's Estimate	1	2			
2.03	Prepare Traffic Control Plans	3		8		
2.04	Compile and format bid documents and plans	1		1		3
	Sub-Total	15	2	9	0	5
	Negotiated Hourly Rate	$119.16	$72.68	$64.82	$62.86	$47.14
	Sub-Total Task	$1,787.40	$145.36	$583.38	$0.00	$235.70
	Total Task					$2,751.84
3.00	**Assistance During Bid Process**					
3.01	Respond to Contractor Questions	2	4			
3.02	Prepare Contract Addendums	1	2	2		1
	Sub-Total	3	6	2	0	1
	Negotiated Hourly Rate	$119.16	$72.68	$64.82	$62.86	$47.14
	Sub-Total Task	$357.48	$436.08	$129.64	$0.00	$47.14
	Total Task					$970.34
	TOTAL HOURS	26	8	12	2	6
	NEGOTIATED HOURLY RATE	$119.16	$72.68	$64.82	$62.86	$47.14
	Sub-Total	$3,098.16	$581.44	$777.84	$125.72	$282.84
	Sub-Total All Tasks					**$4,866.00**
5.00	**REIMBURSABLES**					
	Reproduction		250	Sheets @	$0.08	$20.00
	TOTAL					**$20.00**
	GRAND TOTAL					**$4,886.00**

City Council Agenda Bill

Meeting Date: 8/7/2017 **Agenda Item**: 5d

Subject: Interlocal Agreement between the Port of Anacortes and the City of Anacortes for Emergency Repairs of a Sewer Outfall

Staff Contact: Darcy Swetnam, Matt Reynolds

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

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

Summary Statement: Staff recommends the City Council authorize and ratify Mayor Gere's signature on the Interlocal Agreement between the Port of Anacortes and the City of Anacortes for Emergency Repairs of a Sewer Outfall. The agreement outlines the rights and responsibilities of the parties during the construction period on the outfall project.

Background: As has been previously discussed with the City Council, the WWTP outfall pipe is damaged causing treated effluent to escape the pipe before reaching the outfall diffuser, which is the permitted point of discharge. This is a violation of the City's wastewater NPDES permit issued by the Washington State Department of Ecology. Council previously approved a sole-source resolution allowing a construction contract to be awarded to Culbertson Marine without competitive bidding so they could be involved with the design of the project. The City awarded the contract to Culbertson Marine on July 24. Culbertson Marine began work on August 1st. Part of the project will be performed on Port property. The City has an easement to work on the outfall inland of the inner harbor line, but the Port is concerned about the impact of the over-water work on Port customers and operations. Therefore, the City and Port have negotiated the attached Interlocal Agreement to clarify the Parties rights and responsibilities during construction of the project.

Budget Impact	
Amount Budgeted	N/A
Budget Account (BARS)	440.000.594.35.63
Proposed Expenditure	$0
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Interlocal with POA
Amount	$0
Start Date	August 1, 2017
End Date	September 22, 2017

Previous Council/Committee Action: Council awarded the contract for the outfall work to Culbertson Marine on July 24, 2017.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize and ratify Mayor Gere's signature on the Interlocal Agreement between the Port of Anacortes and the City of Anacortes for Emergency Repairs of a Sewer Outfall.

Alternative Actions: N/A

Attachments Interlocal Agreement

AN INTERLOCAL AGREEMENT
BETWEEN THE PORT OF ANACORTES AND THE
CITY OF ANACORTES
FOR EMERGENCY REPAIRS OF A SEWER OUTFALL

This Agreement (the "Agreement") is entered into by and between the Port of Anacortes, a Washington municipal corporation (the "Port") and the City of Anacortes, a Washington municipal corporation (the "City").

WHEREAS, the Port owns Pier 2 shipping terminal ("Pier 2") which is used for bulk cargo shipping operations, which includes loading petroleum coke and prilled sulfur onto barges, receiving the bulk products via truck, and maintaining and managing Pier 2 to comply with the Port's various permits (the "Loading Operations"). A portion of Pier 2 is on property owned by the Washington Department of Natural Resources and managed by the Port pursuant to the Port Management Agreement (the "PMA Property").

WHEREAS, the Port has scheduled vessel arrivals, vessel berthing, Loading Operations and vessel departures for the period of the Work (the "Vessel Schedule") as referenced and attached hereto as Exhibit "A". The schedule is subject to change based on business needs of the Port customer. Any deviation from the Vessel Schedule by the Port could result in significant monetary impacts to the Port.

WHERAS, the Port has scheduled a bulkhead wall repair to the bulkhead at Pier 2 which will start on October 2, 2017 (the "Bulkhead Project"). Delay or interference in the Bulkhead Project could result in significant monetary impacts to the Port.

WHEREAS, the City's wastewater treatment plant (the "WWTP") outfall needs to be repaired because, due to damage to the outfall pipe, treated effluent is not making it to the permitted discharge point, which is the diffuser located just west of the north face of Pier 2. Rather, effluent escapes through cracks in the outfall pipe before reaching the diffuser. The City needs to conduct an emergency public work to repair the outfall to protect human health and the environment and to comply with its various permits for operation of the WWTP.

WHEREAS, the emergency public work involves replacing approximately 120 feet of concrete pipe with HDPE pipe, between the existing HDPE diffuser and the end of the existing HDPE pipe that was previously inserted into the original concrete pipe. When the HDPE pipe was inserted into the concrete pipe, it was not possible to make it all the way to the diffuser, leaving the approximately 120 foot gap in HDPE pipe. This project will remove approximately 120 feet of the original concrete pipe and replace it with HDPE. A cofferdam will be constructed around the existing pipe with sheet piling, not for dewatering, but to contain sediment. A barge-mounted excavator will expose the existing concrete pipe, which is sitting on, and strapped to, wood piling, will remove the pipe, and will replace it with new HDPE using the existing piling. The spoils will be placed on a barge, where it will remain until transported offsite for disposal. The excavation will be backfilled with clean sand and the sheet pile cofferdam

removed. Since it is not possible for the WWTP to operate for more than a few hours without the outfall, it will be necessary to construct a temporary outfall bypass line. The bypass line will intercept the existing outfall pipe at the newly constructed manhole between the south side of the storm water basin and the north DCI fence. The bypass will come out of the manhole, run west to the existing fence, and then follow the fence to the north end of Pier 2 where it will follow the westerly edge of the pier until the pipe enters the water near the northwest corner of the pier. The pipe will connect to a temporary diffuser that will be strapped to the existing diffuser. The temporary pipe will lie on the ground surface and will be held in place via straps to concrete "ecology" blocks (the "Work").

NOW THEREFORE, pursuant to chapter 39.34 RCW and RCW 52.30.020 the Port and the City agree as follows:

1. The following exhibits are attached hereto and incorporated by reference.

Exhibit A	Vessel Schedule
Exhibit B	Map of the area of the Work
Exhibit C	Form of Limited Waiver of Immunity under Title 51 and USL&H

2. City to Undertake the Work. The Port hereby grants to the City a non-transferrable license to come onto Pier 2 for the purpose of conducting and installing the Work. The license is granted subject to the terms and conditions of the PMA. To the extent reasonably required to conduct the Work, the Port grants to the City a temporary easement over and across that portion of Pier 2 within the PMA. A map showing the areas of the Work is attached hereto as Exhibit "B."

3. Schedule of Work and Coordination with Terminal Operations. The Work will begin August 1, 2017 and be completed no later than September 29, 2017 (the "Work Window") by which time the City's project shall be complete and demobilized. At the Port's discretion, the Work Window may be reasonably extended provided that such an extension and the Work undertaken during the extension does not impact the Bulkhead Project and/or Loading Operations.

4. Impact to Terminal Operations and/or Bulkhead Project. The City will manage the Work and its contractors such that the Work will have no more than a minimal impact to the Port's normal terminal operations, the Loading Operations or the Bulkhead Project. In this regard, the City will not interfere with the Port's normal terminal operations or the Loading Operations and will coordinate their activities and require their contractor to coordinate its activities to avoid impacts to the Loading Operations and/or the Bulkhead Project. It is recognized that this may require (i) temporary cessation or relocation of the Work to allow the Loading Operations to occur or (ii) increased shifts to accomplish the Work by September 29, 2017.

5. Cooperation and Project Coordinators. The Port and the City recognize that close cooperation and coordination will be necessary to complete the Work in a timely manner without significant disruption to the Vessel Schedule, normal terminal operations or Loading Operations. Therefore, the Port and the City appoint the following Project Coordinators. The Project Coordinators will be the point-of-contact between the Port and the City. It is anticipated that they will communicate regularly to anticipate issues and resolve issues in a timely manner so that the goals and purposes of this Agreement can be achieved. The Project Coordinators will keep each other reasonably informed concerning the Work schedule, the Vessel Schedule and the Bulkhead Project schedule with the goal of coordinating all these activities.

FOR THE PORT:	Jenkins Dossen Project Manager (360) 299-1814
FOR THE CITY:	Matt Reynolds Assistant Public Works Director (360) 299-1951

6. No Port Direction to City Consultants or Contractors. In no event will the Port provide direction to City contractors or consultants or be responsible for any claim that it provided such direction. Any communication with the Port shall be advisory only. This includes any requirement or direction concerning safety. The City shall retain complete responsibility to direct its contractors and consultants, including any safety direction or planning. The City will inform its contractors and consultants of the limitation of the Port.

7. Term. This Agreement will commence on July ___, 2017 and remain in effect until the Work is completed.

8. True and Full Value. This Agreement provides true and full value (as required by RCW 43.09.210) to the Port and the City because the Work will protect Pier 2 from damage.

9. Outfall Easement. At the conclusion of the Work and subject to the terms and conditions of the PMA, the Port and City will engage in negotiations for a utility easement to the City for that portion of the sewer pipe, diffuser pipe, and outfall on the PMA Property. The City will provide a legal description of the location of the sewer pipe, diffuser pipe, and outfall.

10. Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given when provided to the respective Project Coordinators.

11. Casualty Loss to City, Contractor or Consultant Property. The Port shall not be responsible to the City or its contractors or consultants for any property loss or damage done to the equipment

material or other property of the City, its contractors or consultants, occasioned by reason of any fire, storm or other casualty whatsoever. It shall be the property owner's responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the Port, the City, the contractor, the consultant, a third party, or act of nature.

12. Contractor and Consultant Insurance. Prior to entering onto Pier 2 to perform any portion of the Work, the City shall require its contractor and any consultant coming onto Pier 2 to procure and maintain a comprehensive general liability policy covering all claims for personal injury (including death) and property damage (including all real and personal property of the Port located on the Pier 2) arising on the Pier 2 or arising out of the Work. The limits of liability shall be not less than One Million Dollars ($1,000,000) for each occurrence and in the aggregate. The liability policies shall contain a cross-liability provision such that the policy will be construed as if separate policies were issued to the Port and the contractor or consultant. The foregoing insurance policy shall name Port as an endorsed additional insured. The City shall provide the Port with certificates of insurance and, if requested, copies of any policy to the Port. Furthermore, the policy of insurance required herein shall: (i) be written as a primary policy; (ii) contain an express waiver of any right of subrogation by the insurance company against the Port and the Port's elected officials, employees, or agents; and (iii) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of the contractor which might otherwise result in a forfeiture of said insurance.

13. Liability to Third Parties – Waiver of Industrial Insurance Protection. Prior to entering onto Pier 2 to perform any portion of the Work, the City shall require any contractor or consultant to provide a limited waiver of any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, The United States Longshore Harborworkers' Compensation Act and/or the Jones Act for claims brought by any employee of that contractor or consultant against the Port in the form attached hereto as Exhibit "C".

14. Modification. This Agreement represents the entire agreement between the Port and the City. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either the Port or the City unless executed in writing by authorized representatives of each. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealings between the Port and the City.

15. No Third Party Beneficiaries. This Agreement shall not be construed to provide any benefits to any third parties, including but not limited to the employees or volunteers of any contractor or consultant. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

16. Survival. All obligations of this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement that require performance beyond the termination date, shall survive the termination date of this Agreement.

17. Entire Agreement. The entire agreement between the Port and the City is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to the terms and conditions herein. This Agreement may be amended only by written instrument executed by the Port and the City subsequent to the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement this 31st day of July, 2017.

PORT OF ANACORTES

By: Brenda Treadwell
Its: Director of Planning, Properties & Environmental

CITY OF ANACORTES

By: Laurie Gere
Its: Mayor

EXHIBIT A
VESSEL SCHEDULE

As of July 28, 2017 – Subject to Change

Updates can be found at www.portofanacortes.com

ETA		ETD		VESSEL (TUG)	CARGO	QTY	OWNER/CHARTERER
JUL 26	0700	JUL 28	1800	ORCA HELX	PET COKE	7,750 MT	RIO TINTO/DARGAS
JUL 29	TBD	AUG 08	TBD	MV NAVIOS FELICITY	SULFUR	12,300 MT	OXBOW
AUG 23	0700	AUG 25	1800	ORCA HELX	PET COKE	7,750 MT	RIO TINTO/DARGAS
SEP 12	0700	SEP 14	1800	ORCA HELX	PET COKE	7,500 MT	RIO TINTO/DARGAS
SEP 29	TBD	OCT 05	TBD	BBC VESSEL	MODULES	1,906 MT	MAMMOET/TESORO

EXHIBIT B
MAP OF WORK AREA

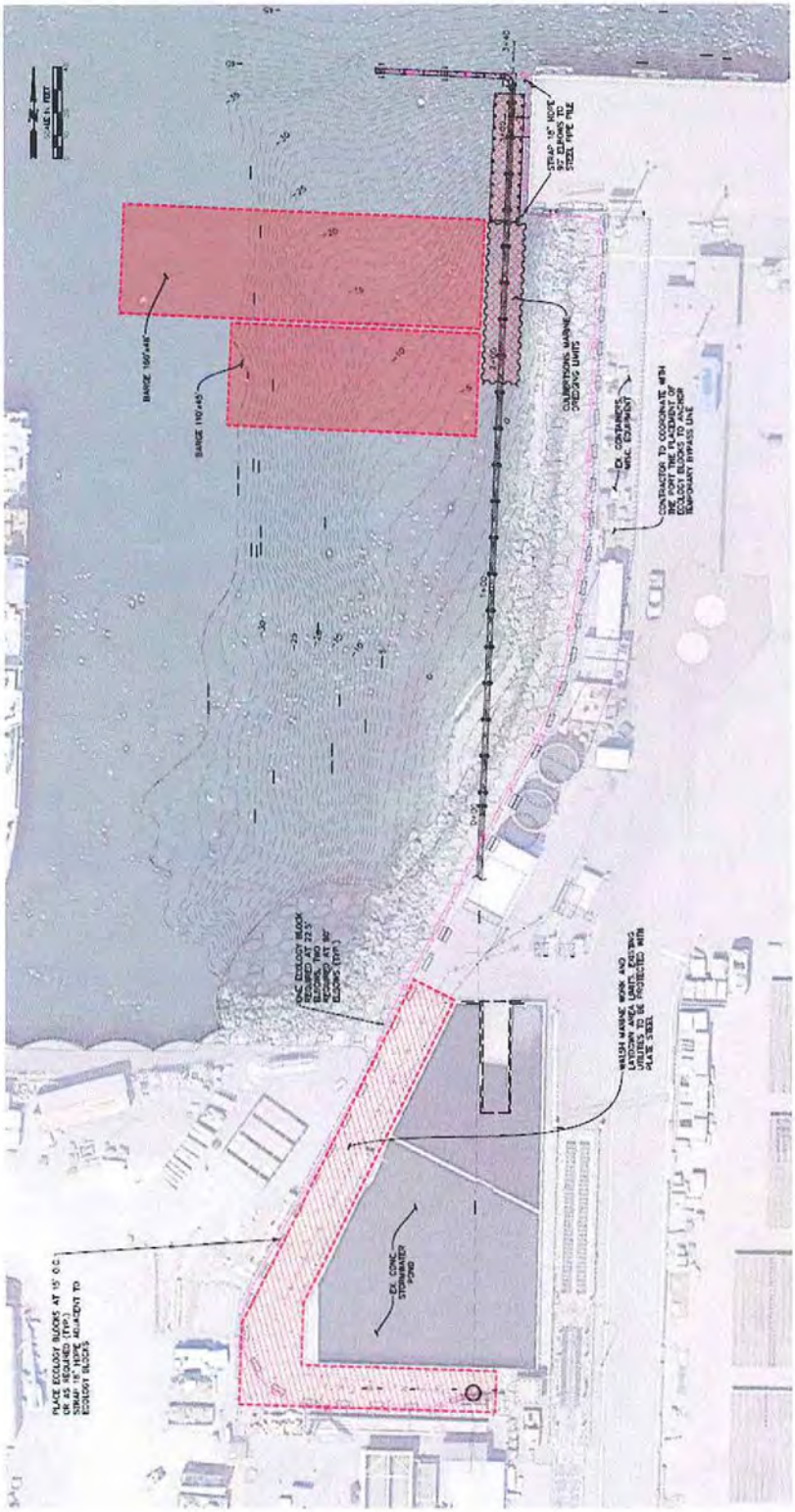

EXHIBIT C
FORM OF TITLE 51, USL&H AND JONES ACT IMMUNITY WAIVER

LIMITED WAIVER OF IMMUNITY UNDER THE WASHINGTON INDUSTRIAL INSURANCE ACT – TITLE 51 RCW, THE UNITED STATES LONGSHORE HARBOR WORKERS' COMPENSATION ACT AND THE JONES ACT

For and in part consideration and as an inducement to the Port of Anacortes to allow the undersigned contractor/consultant to enter upon the Port of Anacortes' property (including property owned by the Washington Department of Natural Resources and managed by the Port) for the purpose of undertaking the City sewer outfall emergency repair project (the "Project"), the undersigned does hereby provide this limited waiver of immunity, to the fullest extent permitted under the Washington Industrial Insurance Act – Title 51 RCW, the United States Longshore Harbor Workers' Compensation Act and/or the Jones Act, for claims brought by the Port of Anacortes or the Department of Natural Resources against the contractor or consultant arising from claims brought against the Port and/or the Department of Natural Resources arising from injuries to its employees working on the Project.

The contractor/consultant acknowledges that without this waiver the Port of Anacortes would not permit the contractor/consultant to enter upon the Port's property and therefore the contractor/consultant could not perform the Project work and receive the profit therefrom. Therefore this waiver is supported by adequate consideration. This waiver may not be withdrawn or modified by the contractor or consultant.

The undersigned has read this waiver and understands that it provides a limited waiver of protection against claims and lawsuit from the Port of Anacortes arising from injuries to contractors/consultants employees working on the Project. The undersigned represents and warrants that he/she is authorized to sign this on behalf of the contractor/consultant

Dated this ____ day of July, 2017

_____
[PRINT NAME OF CONTRACTOR OR CONSULTANT]

_____
By: _____
Its: _____

City Council Agenda Bill

Meeting Date: 8/7/2017 **Agenda Item**: 5e

Subject: Contract Modification – Wastewater Treatment Plant Outfall Repair Project

Staff Contact: Fred Buckenmeyer

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

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

Summary Statement: In accordance with Article 16, Changes/Additional Work provision under Contract 13-020-SEW-004, the City seeks City Council consent to issue a modification to Skillings Connolly, Inc. in the amount of $105,963.39, increasing the total contract price to $162,270.39, to begin the Final Design and Services During Construction of the Project which includes designing final construction plans, coordination with the Contractor, final technical memos, and onsite construction engineering support for the Wastewater Treatment Plant Outfall Repair. This additional work is within the boundaries of the originally contracted work.

Background: Skillings Connolly, Inc. began Phase 1 of the project in July 2016 which included (1) determine the preferred construction model that is necessary to repair the leaking wastewater outfall pipe (2) prepare a Rough Order of Magnitude (ROM) cost estimate, and (3) identify permit requirements. Phase 2 began on March 27, 2017 which included work to support the acquisition of the US Army Corps permits and preparing construction plans. This work classifies as professional service.

Budget Impact	
Amount Budgeted	$2,918,000.00
Budget Account (BARS)	440.000.594.35.63
Proposed Expenditure	$105,963.39
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Skilling Connolly, Inc.
Amount	$105,963.39
Start Date	Inception
End Date	12/29/2017

Previous Council/Committee Action: Contract Modification 03 authorizing Phase 2 was approved by Council on 3/13/17.

Competing Viewpoints Considered: N/A

Recommended Motion: I move City Council provide consent to issue a modification to Skillings Connolly, Inc. under Contract 13-020-SEW-004 in the amount of $105,963.39 for a total contract amount of $162,270.39.

Alternative Actions: N/A

Attachments (listed in order presented): Modification to Contract 13-020-SEW-004.

Contract Number	13-020-SEW-004
Contract Title	Wastewater Treatment Plant Outfall Repair
Prime Contractor	Skillings Connolly Inc.

PREAMBLE

This Modification, issued in accordance with Article 16, Changes/Additional Work, authorizes an additional Work. Following correspondence between the City and Consultant, the City determined to begin the Final Design and Construction of the Project which includes designing final construction plans, coordination with the Contractor, final technical memos, and onsite construction engineering support. The contract price will increase from $56,307.00 by $105,963.39 to $162,270.39.

The Articles of Contract are hereby modified as follows:

Under Article 1 **Scope of Work**, insert the following second paragraph:

> "In addition to the services described above, the Consultant shall perform the services described in attached Exhibit B and Exhibit B-1; Exhibits under Modification 04 which are hereby incorporated by reference and made a part hereof. Exhibit B describes the activities to be performed by the Consultant for the final design of the Wastewater Treatment Plant (WWTP) Outfall. Exhibit B-1 describes the onsite engineering support to be performed by the Consultant during the construction of the WWTP Outfall Repair."

Under Article 1 **Price**, the first sentence is revised to read:

> "The services provided under this Agreement shall be reimbursed on a time-and-materials (T&M) basis not-to-exceed **One Hundred Sixty-Two Thousand Two Hundred Seventy Dollars and Thirty-Nine Cents ($162,270.39)**. The Consultant's estimated level of effort is 1,138 hours. The billable rates for services are provided under Article 4 Payment Terms."

Under Article 4 **Payment Terms**, the first sentence is revised to read:

> "Progress payments shall be based upon the rate information set forth below:

Labor Category	Billable Rate
Principal-in-Charge	$160.00
Senior Project Engineer	$155.00
Project Engineer	$114.00
Engineer	$114.00
Inspector	$112.00
Technician	$ 92.00
Project Administrator	$ 92.00

All other terms remain unchanged.

CITY OF ANACORTES

By _____
Laurie Gere, Mayor

Date_____

SKILLINGS CONNOLLY, INC.

By _____
Signature

Printed _____

Title _____

Date_____

Original Agreement Amount	$19,988.00	Original Contract Completion Date	8/15/2016
Current Agreement Amount	$56,307.00	Current Contract Completion Date	12/29/2017
Change Per this Modification	$105,963.39	Net Change	0 days
Total After Amendment	$162,270.39	Contract Completion Date After Change	12/29/2017

CONTRACT 13-020-SEW-004

EXHIBIT B

SCOPE OF WORK

Prepared for:

CITY OF ANACORTES
FINAL WASTEWATER TREATMENT PLANT OUTFALL DESIGN
July 19, 2017

Task 1 Quality Control

1. Appropriate Project Management and Quality Control will ensure that the project is executed in a timely manner, within budget, and to meet project expectations.
2. Project progress will be monitored and staff assigned and coordinated to meet the project demands.
3. Invoices will be submitted on a monthly basis with written progress reports.
4. Deviations from anticipated the scope will be communicated upon recognition by the project engineer to the City of Anacortes by telephone and/or email or in person.

Task 2 Final Design

1. Consultant will provide coordination with the Contractor as well as calculations and recommendations for the following items:
    a. Coupling research for the temporary bypass line, outfall connection, and reconnection after temporary bypass line is removed. Consultant will evaluate and calculate required restraints if required, and provide recommendations to the City for appropriate couplings for HOPE to HDPE connections.
    b. Detail temporary bypass line installation within existing 72" manhole, bypass line routing, and reconnection of the outfall line after removal of the temporary bypass line.
    c. Detail new concrete pile cap replacements for the existing wood piles.
    d. Calculations for Contractor's cantilevered construction platform to determine platform strength, deflection, and counterbalance requirements.
    e. Calculations for Contractor's sheet pile shoring to determine embedment and adequacy.
    f. Calculations for Contractor's pipe pile supported shoring to determine support requirements, embedment, and adequacy.
    g. Calculations for temporary bypass line support, strapping, and thrust blocking requirements.

2. Consultant will attend Preconstruction meeting with the stakeholders (City of Anacortes, Port of Anacortes, City of Anacortes WWTP, Environmental Consultant, and Contractors).
3. Consultant will prepare final construction plans with the following plan sheets, to include revisions as required through coordination with the City, the Contractor, and other stakeholders:
    a. Cover Sheet

b. Plan sheet showing the site and limits of work
c. Existing outfall profile sheet
d. Proposed outfall profile sheet
e. Outfall details sheet
f. Temporary bypass plan and details (2 sheets)

4. Consultant will prepare the WWTP Outfall – Temporary Outfall Bypass technical memo for submittal to the Department of Ecology and assist with addressing comments from the agency. The technical memo will include:
   a. Description of the temporary bypass plan, installation, and removal schedule.
   b. Evaluation WWTP pump capacities and expected flows.
   c. Temporary bypass line sizing.

5. Consultant will revise the previously completed WWTP Outfall – Flow Evaluation technical memo to include the previously unaccounted 22" HDPE line, manhole contraction/expansion losses, and to reflect the improvements that are being installed as part of the outfall repair project.

END SCOPE OF WORK

CONTRACT 13-020-SEW-004
EXHIBIT B-1
SCOPE OF WORK

Prepared for:

CITY OF ANACORTES
WASTEWATER TREATMENT PLANT OUTFALL REPAIR
July 18, 2017

Introduction:

The existing wastewater treatment plant outfall located at the end of R Avenue on the Port of Anacortes (Port) property in the City of Anacortes (City) has been experiencing effluent leakage along a section of the existing outfall pipe, prior to the multi-port diffuser discharge point. This is assumed to be due to the incomplete slip-lining of the existing 24-inch reinforced concrete pipe outfall and/or a broken section of the concrete pipe.

In order to stop the pipe from leaking, the City proposes to replace approximately 150 LF to 300 LF of the existing 18-inch HDPE pipe slip-lined within the existing 24-inch reinforced concrete pipe (RCP) with a 30-inch HDPE pipe.

The City has signed a sole-source contract with Culbertson Marine Construction, (Contractor), as the general contractor, to facilitate the repairs to the outfall line. The City has retained Skillings Connolly to work with the Contractor to prepare a design for the outfall repair which is consistent with the conditions of the environmental permits. Permit services have been provided by Ross Widener.

The design was prepared in coordination with the Anacortes Treatment Plant operators taking into consideration the treatment plant's operational limitations/constraints as well as the Contractor's input on construction / equipment constraints. Due to a level of uncertainty regarding the existing conditions and the actual ways, means and methods required in response to what is found in the field. Both the Contractor and the City desire Skillings Connolly provide on-site support services during construction.

The Port of Anacortes is very concerned of potential impact the City's construction project may have on Port activities.

Assumptions:

- Construction is anticipated to start August 1, 2017 and is required to be completed by October 1, 2017 to meet the Port's schedule conditions.
- The work will include the construction of bypass piping and the installation of a temporary diffuser which will connect to the pipe located in the new manhole installed south of the Port's stormwater pond.
- All of the in-water pipe replacement must be construction must be done inside a cofferdam to prevent siltation.
- The existing outfall piping is supported on piling as shown on the original construction drawings. The exact location of the piling is unknown, but believed to be as shown on the plans.
- Skillings Connolly will provide part time, onsite support during construction support as well as office support as required.
- Construction will commence August 1, 2017 and end October 1, 2017.

- Engineer's contract duration for construction support will commence August 1, and end Nov. 1 to allow for the preparation of As-built Record Drawings and any required follow-up support for coordination with the Department of Ecology.

Scope of work tasks:

Skillings Connolly, (Consultant) will provide onsite construction engineering support services during critical stages of construction of the bypass piping, temporary diffuser piping, cofferdam installation and pipeline replacement.

Assumptions:

- It is assumed the Contractor will be working 4 – 10-hour days for 40 – working days.
- It is assumed the Consultant will be on site during critical times of construction, but will not be required to be on site full time. For estimating purposes, the Consultant assumes that two people will be required initially during the bypass piping phase, and during the initial cofferdam installation. On average, the project will be on site half-time with a professional engineer, as well as available office staff time, as necessary.

Task 1: Onsite Construction Engineering

- Provide an onsite engineer to be available to answer Contractor's questions and to either provide field engineered responses to Contractor's requests, or to facilitate coordination with Consultant's office for additional support.

- Provide onsite construction documentation, including: Inspector's Daily Reports, (IDR) and photographs to document the Contractor's progress. Provide daily communication to the City, reporting on the Contractor's operations.

- Provide coordination with the City of Anacortes' Wastewater Treatment Plant operators to monitor the plant's operation status and to keep the plant operators informed on the status of construction.

- Monitor construction progress and provide coordination updates with the Port of Anacortes.

- Should unanticipated changes occur resulting in additional cost, the Consultant will prepare documentation and an Engineer's Estimate of probable construction cost changes.

- Review Contractor's progress payment requests to verify status of completion and make recommendation to City for progress payment.

- Conduct a post construction walk through and prepare a punch list of work that needs to be completed. The walk through will include conjunction with staff from the City of Anacortes, the Port of Anacortes and the Contractor. Conduct a final walk through after the Contractor has completed all of the punch list items. Verify with the City and the Port.

- Upon satisfactory completion of the work, prepare a Notice of substantial completion a letter of recommendation to accept the work.

- Review Contractor's final payment request and if acceptable, make recommendation to City for payment

- Upon completion of construction, prepare a set of As-built Record Drawings in both hard copy and electronic format and prepare project closeout records documentation.

Task 2: Project Management

1. Appropriate Project Management and Quality Control will ensure that the project is executed in a timely manner, within budget, and to meet project expectations.
2. Project progress will be monitored and staff assigned and coordinated to meet the project demands.
3. Invoices will be submitted on a monthly basis with written progress reports.
4. Deviations from anticipated construction scope will be communicated upon recognition by the project engineer to the City of Anacortes by telephone and/or email or in person.

END SCOPE OF WORK

City Council Agenda Bill

Meeting Date: 8/7/2017 **Agenda Item**: 7a

Subject: Wave Franchise Agreement

Staff Contact: Fred Buckenmeyer, Darcy Swetnam

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

Action Type	
x	Ordinance No. 3005
	Code Revision?
	Resolution No.
x	Contract
	Public Hearing
	Staff Report

Summary Statement: The enclosed is a franchise agreement to Wave Cable to operate telecommunication services in City right-of-way.

Background: The proposed Ordinance is a non-exclusive franchise agreement with Astound Broadband (Wave), giving them license to operate telecommunication facilities in City right-of-way. Wave currently has a franchise agreement to operate in the City. This Agreement will not interfere with the City's new telemetry or municipal broadband system.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move we adopt Ordinance Number 3005, an ordinance of the City of Anacortes granting Astound Broadband a non-exclusive franchise for the transmission of telecommunications in, through, over and under the rights-of-way of the City of Anacortes.

Alternative Actions:

Attachments (listed in order presented): Proposed Ordinance 3005

ORDINANCE 3005

AN ORDINANCE OF THE CITY OF ANACORTES GRANTING ASTOUND BROADBAND, LLC DBA WAVE A NON-EXCLUSIVE FRANCHISE FOR THE TRANSMISSION OF TELECOMMUNICATIONS IN, THROUGH, OVER AND UNDER THE RIGHTS-OF-WAY OF THE CITY OF ANACORTES.

WHEREAS, Astound Broadband, LLC, a Washington limited liability company ("Grantee") has requested that the City grant it the right to install, operate and maintain a fiber optic-based telecommunications system within the public Rights-of-Way of the City; and

WHEREAS, the City Council finds it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to Grantee; and

WHEREAS, the City Council has the authority under state law to grant franchises for the use of its Rights-of-Way; and

WHEREAS, the City is willing to grant the rights requested by Grantee subject to certain terms and conditions.

NOW, THEREFORE, The City Council of the City of Anacortes does ordain as follows:

Section 1. Definitions. Where used in this Ordinance and the franchise granted hereby (the "Franchise") these terms have the following meanings:

A. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.

B. "City" means the City of Anacortes, a municipal corporation of the State of Washington.

C. "Emergency Situation" means an emergency involving likely loss of life or substantial property damage as determined by City in good faith.

D. "Facilities" means Grantee's fiber optic cable system constructed and operated within the City's Rights-of-Way, and shall include all cables, wires, conduits, ducts, pedestals and any associated converter, equipment or other facilities within the City's Rights-of-Way, designed and constructed for the purpose of providing Telecommunications Service and other lawful services not prohibited by this Ordinance.

E. "Franchise" shall mean the initial authorization or renewal thereof, granted by the City, through this Ordinance, or a subsequently adopted Ordinance, which authorizes construction and operation of the Grantee's Facilities for the purpose of offering Telecommunications Service and other lawful services not prohibited by this Ordinance.

F. “Franchise Area” means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

G. “Person” means an individual, partnership, association, joint stock company, trust, corporation, limited liability company or governmental entity.

H. “Rights-of-Way” means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas within the City.

I. “Telecommunications Service” means telecommunications service as defined in RCW 35.99.010(7). However, Telecommunications Service shall not include the provision of “cable services”, as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

Section 2. Franchise Area and Authority Granted.

A. Facilities within Franchise Area. The City does hereby grant to Grantee the right, privilege, authority and franchise to construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along and across Rights-of-Way in the Franchise Area for purposes of Telecommunications Service.

B. Permission Required to Enter Onto Other City Property. Nothing contained in this Ordinance is to be construed as granting permission to Grantee to go upon any other public place other than Rights-of-Way within the Franchise Area in this Ordinance. Permission to go upon any other property owned or controlled by the City must be sought on a case by case basis from the City.

C. Compliance with WUTC Regulations. At all times during the term of the Franchise, Grantee shall fully comply with all applicable regulations of the Washington Utilities and Transportation Commission and the City of Anacortes.

D. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below, or across any Public Ways so long as the terms and conditions regulating any other Telecommunications Service are no more favorable than the terms and conditions of this Franchise.

Section 3. Construction and Maintenance.

A. Grantee's Facilities shall be located, relocated and maintained within the Rights-of-Way in accordance with Anacortes Municipal Code (“AMC”) Chapter 12.08, Chapter 15.32, and so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington. Whenever it is necessary for Grantee, in the exercise of its rights under the Franchise, to make any excavation in the Rights-of-Way, Grantee shall obtain prior approval from

the City of Anacortes Public Works Department, pay the applicable permit fees, and obtain any necessary permits for the excavation work. Upon completion of such excavation, Grantee shall restore the surface of the Rights-of-Way to the specifications established within the Anacortes Municipal Code and/or the City's published applicable development standards (collectively referred to herein as "Specifications"). For the purposes of this Franchise, and as referred to in this section, "published" refers to and included all provisions of the City code, and any other City standards, requirements, policies or similar adopted by the City Council or any city department that are publicly available upon request. If Grantee should fail to leave any portion of the excavation in a condition that meets the City's specifications per the AMC, the City may, on five (5) days' notice to Grantee, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition consistent with the Specifications. Grantee shall pay to the City the reasonable cost of such work; which shall include, among other things, the City's overhead in obtaining completion of said work, and any engineering, planning, consulting, and/or legal fees incurred.

B. Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by Grantee shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) days written notice to Grantee, the City may order all work necessary to restore the damaged area to a safe and acceptable condition and Grantee shall pay the reasonable costs of such work to the City, including City overhead.

C. In the event of an Emergency Situation, Grantee may commence such emergency and repair work as required under the circumstances, provided that Grantee shall notify the City Public Works Director in writing as promptly as possible before such repair or emergency work commences, or as soon thereafter as possible, if advanced notice is not reasonably possible. The City may act, at any time, without prior written notice in the case of an Emergency Situation, but shall notify Grantee in writing as promptly as possible under the circumstances.

D. Grantee agrees that if any of its actions under the Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director.

Section 4. Location and Relocation of Facilities.

A. Grantee shall place any new Facilities underground where all existing telecommunications and cable facilities, including municipally owned facilities are located underground. Consistent with AMC 15.32, any new Facilities whose routes coincide with existing utility poles may be located above-ground and placed on existing utility poles,. No new utility poles shall be installed in connection with placement of new above-ground Facilities.

B. Grantee recognizes the need for the City to maintain adequate width for installation and maintenance of publicly or privately owned sanitary sewer, water, and storm, flood and drainage utilities and other public utility providers. Thus, the City reserves the right to maintain clear zones

within the public right-of- way for installation and maintenance of said utilities. The clear zones for each Right-of-Way segment shall be noted and conditioned with the issuance of each Right-of-Way permit. If adequate clear zones are unable to be achieved on a particular Right-of-Way, Grantee shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

C. Except as otherwise required by law, Grantee agrees to relocate, remove or reroute its Facilities as ordered by the City, at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions of Section 5, Grantee agrees to protect and save harmless the City from any third-party claims for service interruption or other losses in connection with any such change or relocation other than City's negligence or willful misconduct.

D. If the City determines that a project necessitates the relocation of the Grantee's existing Facilities, then:

1. Within a reasonable time, which shall be no less than ninety (90) days prior to the commencement of the project, the City shall provide the Grantee with written notice requiring relocation; provided that in the event of an Emergency Situation beyond the control of the City and which will result in severe financial consequences to the City or its citizens or businesses, the City shall give the Grantee written notice as soon as practicable;

2. The City shall provide the Grantee with copies of information for such improvement project and a proposed location for the Grantee's Facilities so that Grantee may relocate its Facilities in other Rights-of-Way in order to accommodate the project; and

3. The Grantee shall complete relocation of its Facilities at no charge or expense to the City so as to accommodate the project at least ten (10) days prior to commencement of the project. In the event of an Emergency Situation as described in this Section, the Grantee shall relocate its Facilities within the reasonable time period specified by the City.

E. The Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the Facilities. If so requested by the City, the Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Grantee full and fair consideration, within a reasonable time, so as to allow for the relocation work to be performed in a timely manner. In the event the City ultimately determines that there is no other reasonable alternative, the Grantee shall relocate its Facilities as otherwise provided in this Section.

F. The provisions of this Section shall in no manner preclude or restrict the Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any Person or entity other than the City, where the Facilities to be constructed by said Person or entity are not or will not become City-owned, operated or maintained Facilities; provided, that such arrangements shall not unduly delay a City construction project.

G. The Grantee shall indemnify, hold harmless and pay the costs of defending the City against any and all third party claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of the Grantee to relocate its Facilities in a timely manner; provided, that the Grantee shall not be responsible for damages due to unreasonable delays caused by the City or circumstances beyond the reasonable control of the Grantee.

H. In the event that the City orders the Grantee to relocate its Facilities for a project which is primarily for private benefit, the private party or parties causing the need for such project shall reimburse the Grantee for the cost of relocation in the same proportion as their contribution to the total cost of the project.

I. In the event of an unforeseen Emergency Situation that creates a threat to public safety, health or welfare, the City may require the Grantee to relocate its Facilities at its own expense, any other portion of this Section notwithstanding.

Section 5. Indemnification.

Grantee shall, at its sole cost and expense, indemnify, hold harmless, and defend the City and its officers, boards, commissions, agents, and employees against any and allthird party claims, suits, causes of action, proceedings, and judgments for damages or equitable relief arising out of the construction, operation or repair of its Facilities regardless of whether the act or omission complained of is authorized, allowed, or prohibited by this Franchise excepting only those claims to the extent caused by the negligence or willful misconduct of the City. Without limiting in any way Grantee's obligation to indemnify the City and its officers, boards, commissions, agents, and employees, as set forth above, this indemnity provision also includes damages and liabilities such as:

1. To Persons or property, in any way arising out of or through the acts or omissions of the Grantee, its contractors, subcontractors and their officers, employees, or agents, to the extent the Grantee's negligence or willful misconduct contributed; and
2. Arising out of Grantee's failure to comply with the provisions of any federal, state, or local statute, ordinance, rule or regulation applicable to the Grantee with respect to any aspect of its business to which this Franchise applies.
3.

Section 6. Default.

A. If Grantee shall fail to comply with any of the provisions of the Franchise, unless otherwise provided in the Franchise, the City will serve upon Grantee a written order to comply within thirty (30) days from the date such order is received by Grantee. If Grantee is not in compliance with the Franchise after expiration of the thirty (30) day period, the City may act to remedy the violation and may charge the reasonable costs and expenses of such action to Grantee. The City may act without the thirty (30) day notice in case of an Emergency Situation. If Grantee is not in compliance with the Franchise after expiration of 60 days following receipt of the written

order, the City may in addition, by ordinance and following written notice to Grantee, declare an immediate forfeiture of the Franchise and all of Grantee's rights and obligations thereunder.

B. In addition to other remedies provided in this Franchise or otherwise available at law, if Grantee is not in compliance with requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending Grantee Right-of-Way use permits until compliance is achieved.

Section 7. Nonexclusive Franchise. The Franchise granted by this Ordinance is not and shall not be deemed to be an exclusive franchise. The Franchise granted by this Ordinance shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area. The Franchise granted by this Ordinance shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 8. Franchise Term.

A. Unless earlier terminated by Grantee upon notice to the City, the Franchise is and shall remain in full force and effect for a period of ten (10) years from and after the effective date of this Ordinance, provided that the term may be extended for an additional five (5) years upon the agreement of Grantee and the City; and provided further, however, Grantee shall have no rights under the Franchise nor shall Grantee be bound by the terms and conditions of the Franchise unless Grantee shall, within thirty (30) days after the effective date of this Ordinance, file with the City its written acceptance of the Franchise, in a form acceptable to the City Attorney.

B. If the City and Grantee fail to formally renew the Franchise prior to the expiration of its term or any extension thereof, the Franchise shall automatically continue in full force and effect until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of intent not to renew the Franchise.

Section 9. Compliance with Codes and Regulations.

A. The rights, privileges and authority herein granted are subject to and governed by this Ordinance, the applicable laws of the State of Washington and the applicable laws of the United States, and all other applicable ordinances and codes of the City of Anacortes, as they now exist or may hereafter be amended, including but not limited to the provisions of Anacortes Municipal Code Title 12 and Title 15. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by Grantee shall be performed by Grantee in accordance with applicable federal, state and city rules and regulations, including the City's Public Works Policies and Standard Plans, and any required permits, licenses or posted fees, and applicable safety standards then in effect.

B. In the event that any territory served by Grantee is annexed to the City after the effective date of the Franchise, such territory shall be governed by the terms and conditions contained herein upon the effective date of such annexation.

C. The City acknowledges that Washington law currently limits the tax the City may impose on Grantee's activities hereunder to 6% of revenue derived from the provision of network telephone service (i.e., "telephone business" as defined in RCW 82.16.010) and that the federal Internet Tax Freedom Act prohibits the imposition of a tax or other fee on revenue derived by Grantee from Grantee's provision of Internet access services. Grantee agrees that if federal or Washington law is changed, Grantee, following not less than ninety (90) days written notice from the City, will meet with the City to discuss in good faith accounting for the changes regarding the tax, fee or charge authorized by the change in the law.

Section 10. Undergrounding. New Facilities unable to be added to existing utilities poles shall be installed underground pursuant to Section 4 of the Franchise. Grantee acknowledges the City's policy of undergrounding of Facilities within the Franchise Area. Grantee will cooperate with the City in the undergrounding of Grantee's existing Facilities with the Franchise Area. If the during the term of the Franchise, the City shall direct Grantee to underground Facilities within any Franchise Area, such undergrounding shall be at no cost to the City except as may be provided in RCW Chapter 35.99. Grantee shall comply with all federal, state, and City regulations on undergrounding. If the City undertakes any street improvement which would otherwise require relocation of Grantee's above-ground Facilities, the City may, by written notice to Grantee, direct that Grantee convert any such Facilities to underground Facilities.

Section 11. Record of Installations and Service.

A. With respect to excavations by Grantee and the City within the Franchise Area, Grantee and the City shall each comply with its respective obligations pursuant to Chapter 19.122 RCW and any other applicable state or federal law.

B. Upon written request of the City, Grantee shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided, however, any such plan so submitted shall be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

C. As-built drawings and maps of the precise location of any Facilities placed by Grantee in any Rights-of-Way shall be made available by Grantee to the City within ten (10) working days of the City's written request. These plans and maps shall be provided at no cost to the City and shall include hard copies and/or digital copies in a format commonly used in the telecommunications industry.

D. All information disclosed pursuant to this Section shall be used solely for non-competitive purposes and shall be confidential to the fullest extent permitted by law. Grantee acknowledges the City is a public agency subject to the Public Records Act, Chapter 42.56 RCW. Grantee will mark all documents it considers confidential prominently with the word "confidential."

Section 12. Shared Use of Excavations and Trenches.

A. If either the City or Grantee shall at any time after installation of the Facilities plan to make excavations in the area covered by the Franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of written request to do so, an opportunity to share such an excavation, *provided that*: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. In addition, pursuant to RCW 35.99.070, the City may request that Grantee install additional conduit, ducts and related access structures for the City pursuant to contract, under which Grantee shall recover its incremental costs of providing such facilities to the City. In accordance with RCW 35.99.070(2) such additional duct or conduit space and related access structures shall not be used by the City or its affiliates to provide telecommunications for hire, sale, or resale to the general public.

B. The City reserves the right to not allow open trenching for five years following a street overlay or improvement project. Grantee shall be given written notice at least ninety (90) days prior to the commencement of the project. Required trenching due to an emergency will not be subject to five (5) year street trenching moratoriums.

C. The City reserves the right to require Grantee to joint trench with other franchisees if both entities are anticipating trenching within the same franchise area and provided that the terms of this Section are met.

Section 13. Insurance.

A. Grantee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under the Franchise by Grantee, its agents, representatives or employees in the amounts and types set forth below.

1. Commercial General Liability insurance shall be as least at 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. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under the Franchise agreement using ISO Additional Insured endorsement CG 20 26 07 04 or substitute endorsement providing at least as broad coverage;

2. Commercial General Liability insurance shall be written with limits no less than $5,000,000 each occurrence and $5,000,000 general aggregate and $5,000,000 products-completed operations aggregate limit;

3. Automobile liability insurance for owned, non-owned and hired vehicles with a minimum combined single limit of $3,000,000 for each accident for bodily injury and property damage; and

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of Grantee's insurance and shall not contribute with it.

C. Grantee shall furnish the City with certificates of the foregoing insurance coverage or a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement.

D. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City.

E. Grantee's maintenance of insurance as required by the Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

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

G. The Grantee shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within five business days of their receipt of such notice.

Section 14. Assignment.

A. All of the provisions, conditions, and requirements herein contained shall be binding upon Grantee, and no right, privilege, license or authorization granted to Grantee hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold. Notwithstanding the foregoing, Grantee, without the consent of, but upon notice to the City, may assign this agreement in whole or in part to: (a) an Affiliate (as defined in this Ordinance); or (b) a lender for security purposes only.

B. Grantee may lease the Facilities or any portion thereof to another or provide capacity or bandwidth in its Facilities to another, *provided that:* Grantee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of the Franchise.

Section 15. Abandonment and Removal of Facilities. Upon the expiration, termination, or revocation of the rights granted under the Franchise, the Grantee shall remove all of its Facilities from the Rights-of-Way of the City within ninety (90) days of receiving notice from the City's Public Works Director; *provided however,* that the City may permit the Grantee's improvements to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Grantee's agreement to transfer ownership of the Facilities to the City, the Grantee shall submit to the City a proposal and instruments for transferring ownership to the City. Any such Facilities which are not permitted to be abandoned in place which are not removed within ninety (90) days of receipt of said notice shall automatically become the property of the City; *provided however*, that nothing contained within this Section shall prevent the City from compelling the Grantee to remove any such Facilities through judicial action when the City has not permitted the Grantee to abandon said Facilities in place.

Section 16. Miscellaneous.

A. If any term, provision, condition or portion of this Ordinance shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance which shall continue in full force and effect. The headings of sections and paragraphs of this Ordinance are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections of paragraphs.

B. Grantee shall pay a one-time fee for the City's reasonable administrative costs in drafting and processing this Ordinance and all work related thereto, which payment shall not exceed $4,000. Grantee shall further be subject to all published permit fees associated with activities. In the event any conflict between the provisions of any such permit, approval, license, agreement or other document and the Franchise, the provisions of the Franchise shall control.

C. Failure of the City to declare any breach or default under this Franchise or any delay in taking action shall not waive such breach or default, but the City shall have the right to declare any such breach or default at any time. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

D. Notwithstanding anything to the contrary herein, any determination by the City with respect to matters contained in this Ordinance and matters related to the Franchise shall be made in accordance with applicable federal law, including without limitation any applicable rules and regulations promulgated by the Federal Communications Commission, applicable state law and in a reasonable and non-discriminatory manner.

E. Dispute Resolution; Venue and Applicable Law. In the event of a dispute arising hereunder, venue for such disputes shall solely be the Snohomish County Superior Court. The applicable governing law shall be the Laws of the State of Washington.

Section 17. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:	Grantee:
Public Works Director City of Anacortes City Hall 904 6th Street Anacortes, WA 98221	Astound Broadband, LLC 401 Kirkland Parkplace, Suite 500 Kirkland, WA 98033 Attn: Steve Weed, CEO and Byron Springer, EVP

Notice shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 18. Effective date. This Ordinance, being in compliance with RCW 35A.47.040, shall be in force and effect five (5) days from and after its passage, approval and publication, but only if the Grantee has endorsed this ordinance and accepted the terms and conditions thereof.

Passed by majority vote of the Anacortes City Council in open meeting this _____ day of _____, 2017.

Signed in authentication thereof this _____ day of _____, 2017.

_____
MAYOR

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Acceptance:

Astound Broadband, LLC dba Wave for itself, its successors and assigns, accepts and agrees to the bound by all lawful terms, conditions, and provisions of the Franchise.

By: _____ Date:_____
Name: Byron Springer
Title: Executive Vice President Business and Legal Affairs

ORDINANCE _____

AN ORDINANCE OF THE CITY OF ANACORTES GRANTING ASTOUND BROADBAND, LLC DBA WAVE A NON-EXCLUSIVE FRANCHISE FOR THE TRANSMISSION OF TELECOMMUNICATIONS IN, THROUGH, OVER AND UNDER THE RIGHTS-OF-WAY OF THE CITY OF ANACORTES.

WHEREAS, Astound Broadband, LLC, a Washington limited liability company ("Grantee") has requested that the City grant it the right to install, operate and maintain a fiber optic-based telecommunications system within the public Rights-of-Way of the City; and

WHEREAS, the City Council finds it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to Grantee; and

WHEREAS, the City Council has the authority under state law to grant franchises for the use of its Rights-of-Way; and

WHEREAS, the City is willing to grant the rights requested by Grantee subject to certain terms and conditions.

NOW, THEREFORE, The City Council of the City of Anacortes does ordain as follows:

Section 1. Definitions. Where used in this Ordinance and the franchise granted hereby (the "Franchise") these terms have the following meanings:

A. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.

B. "City" means the City of Anacortes, a municipal corporation of the State of Washington.

C. "Emergency Situation" means an emergency involving likely loss of life or substantial property damage as determined by City in good faith.

D. "Facilities" means Grantee's fiber optic cable system constructed and operated within the City's Rights-of-Way, and shall include all cables, wires, conduits, ducts, pedestals and any associated converter, equipment or other facilities within the City's Rights-of-Way, designed and constructed for the purpose of providing Telecommunications Service and other lawful services not prohibited by this Ordinance.

E. "Franchise" shall mean the initial authorization or renewal thereof, granted by the City, through this Ordinance, or a subsequently adopted Ordinance, which authorizes construction and operation of the Grantee's Facilities for the purpose of offering Telecommunications Service and other lawful services not prohibited by this Ordinance.

F. “Franchise Area” means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

G. “Person” means an individual, partnership, association, joint stock company, trust, corporation, limited liability company or governmental entity.

H. “Rights-of-Way” means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas within the City.

I. “Telecommunications Service” means telecommunications service as defined in RCW 35.99.010(7). However, Telecommunications Service shall not include the provision of “cable services”, as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

Section 2. Franchise Area and Authority Granted.

A. Facilities within Franchise Area. The City does hereby grant to Grantee the right, privilege, authority and franchise to construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along and across Rights-of-Way in the Franchise Area for purposes of Telecommunications Service.

B. Permission Required to Enter Onto Other City Property. Nothing contained in this Ordinance is to be construed as granting permission to Grantee to go upon any other public place other than Rights-of-Way within the Franchise Area in this Ordinance. Permission to go upon any other property owned or controlled by the City must be sought on a case by case basis from the City.

C. Compliance with WUTC Regulations. At all times during the term of the Franchise, Grantee shall fully comply with all applicable regulations of the Washington Utilities and Transportation Commission and the City of Anacortes.

D. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below, or across any Public Ways so long as the terms and conditions regulating any other Telecommunications Service are no more favorable than the terms and conditions of this Franchise.

Section 3. Construction and Maintenance.

A. Grantee's Facilities shall be located, relocated and maintained within the Rights-of-Way in accordance with Anacortes Municipal Code (“AMC”) Chapter 12.08, Chapter 15.32, and so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington. Whenever it is necessary for Grantee, in the exercise of its rights under the Franchise, to make any excavation in the Rights-of-Way, Grantee shall obtain prior approval

from the City of Anacortes Public Works Department, pay the applicable permit fees, and obtain any necessary permits for the excavation work. Upon completion of such excavation, Grantee shall restore the surface of the Rights-of-Way to the specifications established within the Anacortes Municipal Code and/or the City's published applicable development standards (collectively referred to herein as "Specifications"). For the purposes of this Franchise, and as referred to in this section, "published" refers to and included all provisions of the City code, and any other City standards, requirements, policies or similar adopted by the City Council or any city department that are publicly available upon request. If Grantee should fail to leave any portion of the excavation in a condition that meets the City's specifications per the AMC, the City may, on five (5) days' notice to Grantee, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition consistent with the Specifications. Grantee shall pay to the City the reasonable cost of such work; which shall include, among other things, the City's overhead in obtaining completion of said work, and any engineering, planning, consulting, and/or legal fees incurred.

B. Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by Grantee shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) days written notice to Grantee, the City may order all work necessary to restore the damaged area to a safe and acceptable condition and Grantee shall pay the reasonable costs of such work to the City, including City overhead.

C. In the event of an Emergency Situation, Grantee may commence such emergency and repair work as required under the circumstances, provided that Grantee shall notify the City Public Works Director in writing as promptly as possible before such repair or emergency work commences, or as soon thereafter as possible, if advanced notice is not reasonably possible. The City may act, at any time, without prior written notice in the case of an Emergency Situation, but shall notify Grantee in writing as promptly as possible under the circumstances.

D. Grantee agrees that if any of its actions under the Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director.

Section 4. Location and Relocation of Facilities.

A. Grantee shall place any new Facilities underground where all existing telecommunications and cable facilities, including municipally owned facilities are located underground. Consistent with AMC 15.32, ~~A~~any new Facilities whose routes coincide with existing utility poles ~~shall~~ may be located above-ground and placed on existing utility poles, ~~notwithstandingshall comply with AMC 15.32~~. No new utility poles shall be installed in connection with placement of new above-ground Facilities.

B. Grantee recognizes the need for the City to maintain adequate width for installation and maintenance of publicly or privately owned sanitary sewer, water, and storm, flood and

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•**15.32.070 - Affected areas.**
Subject to the exempted facilities previously set forth in Section 15.32.040, the requirements of this chapter apply to the following generally described areas within the city:
A.
All new construction;
B.
All new extensions;
C.
Airports;
D.
Other areas as may be developed in a comprehensive plan for underground wiring developed through coordination between the city engineer and serving utilities.

drainage utilities and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of- way for installation and maintenance of said utilities. The clear zones for each Right-of-Way segment shall be noted and conditioned with the issuance of each Right-of-Way permit. If adequate clear zones are unable to be achieved on a particular Right-of-Way, Grantee shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

C. Except as otherwise required by law, Grantee agrees to relocate, remove or reroute its Facilities as ordered by the City, at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions of Section 5, Grantee agrees to protect and save harmless the City from any third-party claims for service interruption or other losses in connection with any such change or relocation other than City's negligence or willful misconduct.

D. If the City determines that a project necessitates the relocation of the Grantee's existing Facilities, then:

1. Within a reasonable time, which shall be no less than ninety (90) days prior to the commencement of the project, the City shall provide the Grantee with written notice requiring relocation; provided that in the event of an Emergency Situation beyond the control of the City and which will result in severe financial consequences to the City or its citizens or businesses, the City shall give the Grantee written notice as soon as practicable;

2. The City shall provide the Grantee with copies of information for such improvement project and a proposed location for the Grantee's Facilities so that Grantee may relocate its Facilities in other Rights-of-Way in order to accommodate the project; and

3. The Grantee shall complete relocation of its Facilities at no charge or expense to the City so as to accommodate the project at least ten (10) days prior to commencement of the project. In the event of an Emergency Situation as described in this Section, the Grantee shall relocate its Facilities within the reasonable time period specified by the City.

E. The Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the Facilities. If so requested by the City, the Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Grantee full and fair consideration, within a reasonable time, so as to allow for the relocation work to be performed in a timely manner. In the event the City ultimately determines that there is no other reasonable alternative, the Grantee shall relocate its Facilities as otherwise provided in this Section.

F. The provisions of this Section shall in no manner preclude or restrict the Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any Person or entity other than the City, where the Facilities to be constructed by said Person or entity are not or will not become City-owned, operated or maintained Facilities; provided, that such arrangements shall not unduly delay a City construction project.

G. The Grantee shall indemnify, hold harmless and pay the costs of defending the City against any and all third party claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of the Grantee to relocate its Facilities in a timely manner; provided, that the Grantee shall not be responsible for damages due to unreasonable delays caused by the City or circumstances beyond the reasonable control of the Grantee.

H. In the event that the City orders the Grantee to relocate its Facilities for a project which is primarily for private benefit, the private party or parties causing the need for such project shall reimburse the Grantee for the cost of relocation in the same proportion as their contribution to the total cost of the project.

I. In the event of an unforeseen Emergency Situation that creates a threat to public safety, health or welfare, the City may require the Grantee to relocate its Facilities at its own expense, any other portion of this Section notwithstanding.

Section 5. Indemnification.

~~A. Scope of Indemnity.~~ Grantee shall, at its sole cost and expense, indemnify, hold harmless, and defend the City and its officers, boards, commissions, agents, and employees against any and all ~~claims, including, but not limited to,~~ third party claims, suits, causes of action, proceedings, and judgments for damages or equitable relief arising out of the construction, operation or repair of its Facilities ~~or Telecommunications Services~~ regardless of whether the act or omission complained of is authorized, allowed, or prohibited by this Franchise excepting only those claims to the extent~~,~~ caused by the negligence or willful misconduct of the City. Without limiting in any way Grantee's obligation to indemnify the City and its officers, boards, commissions, agents, and employees, as set forth above, this indemnity provision also includes damages and liabilities such as:

1. To Persons or property, in any way arising out of or through the acts or omissions of the Grantee, its contractors, subcontractors and their officers, employees, or agents, ~~or~~ to ~~which~~the extent the Grantee's negligence or willful misconduct ~~shall in any way~~ contributed; and

~~Arising out of any claim for invasion of the right of privacy; for defamation of any Person, firm, or corporation; for the violation or infringement of any copyright, trademark, trade name, service mark, or patent; for a failure by the Grantee to secure consents from the owners or authorized distributors of programs delivered by Grantee's Facilities; or for violation of any other right of any person;~~

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2. Arising out of Grantee's failure to comply with the provisions of any federal, state, or local statute, ordinance, rule or regulation applicable to the Grantee with respect to any aspect of its business to which this Franchise applies.~~; and~~

3. ~~Arising from any third party suit, action, or litigation, whether brought by a competitor to Grantee or by any other person or entity, whether such Person or entity does or does not have standing to bring such suit, action, or litigation if such action (1) challenges the authority of the City to issue this Franchise to Grantee; or (2) alleges that in issuing this Franchise to Grantee, the City has acted in a disparate or discriminatory manner.~~

Section 6. Default.

A. If Grantee shall fail to comply with any of the provisions of the Franchise, unless otherwise provided in the Franchise, the City will serve upon Grantee a written order to comply within thirty (30) days from the date such order is received by Grantee. If Grantee is not in compliance with the Franchise after expiration of the thirty (30) day period~~ or has begun and is diligently pursuing compliance within such 30-day period~~, the City may act to remedy the violation and may charge the reasonable costs and expenses of such action to Grantee. The City may act without the thirty (30) day notice in case of an Emergency Situation. If Grantee is not in compliance with the Franchise after expiration of ~~or has not begun and pursued compliance by the end of the 3~~60 -days following receipt of the written order~~ period as set forth in this paragraph, T~~the City may in addition, by ordinance and following written notice to Grantee, declare an immediate forfeiture of the Franchise and all of Grantee's rights and obligations thereunder.

B. In addition to other remedies provided in this Franchise or otherwise available at law, if Grantee is not in compliance with requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending Grantee Right-of-Way use permits until compliance is achieved.

Section 7. Nonexclusive Franchise. The Franchise granted by this Ordinance is not and shall not be deemed to be an exclusive franchise. The Franchise granted by this Ordinance shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area. The Franchise granted by this Ordinance shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 8. Franchise Term.

A. Unless earlier terminated by Grantee upon notice to the City, the Franchise is and shall remain in full force and effect for a period of ten (10) years from and after the effective date of this Ordinance, provided that the term may be extended for an additional five (5) years upon the agreement of Grantee and the City; and provided further, however, Grantee shall have no rights under the Franchise nor shall Grantee be bound by the terms and conditions of the Franchise unless Grantee shall, within thirty (30) days after the effective date of this Ordinance,

file with the City its written acceptance of the Franchise, in a form acceptable to the City Attorney.

B. If the City and Grantee fail to formally renew the Franchise prior to the expiration of its term or any extension thereof, the Franchise shall automatically continue in full force and effect until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of intent not to renew the Franchise.

Section 9. Compliance with Codes and Regulations.

A. The rights, privileges and authority herein granted are subject to and governed by this Ordinance, the applicable laws of the State of Washington and the applicable laws of the United States, and all other applicable ordinances and codes of the City of Anacortes, as they now exist or may hereafter be amended, including but not limited to the provisions of Anacortes Municipal Code Title 12 and Title 15. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by Grantee shall be performed by Grantee in accordance with applicable federal, state and city rules and regulations, including the City's Public Works Policies and Standard Plans, and any required permits, licenses or posted fees, and applicable safety standards then in effect.

B. In the event that any territory served by Grantee is annexed to the City after the effective date of the Franchise, such territory shall be governed by the terms and conditions contained herein upon the effective date of such annexation.

C. The City acknowledges that Washington law currently limits the tax the City may impose on Grantee's activities hereunder to 6% of revenue derived from the provision of network telephone service (i.e., "telephone business" as defined in RCW 82.16.010) and that the federal Internet Tax Freedom Act prohibits the imposition of a tax or other fee on revenue derived by Grantee from Grantee's provision of Internet access services. Grantee agrees that if federal or Washington law is changed, Grantee, following not less than ninety (90) days written notice from the City, will ~~negotiate in good faith~~meet with the City to discuss in good faith ~~amend the Franchise to expand the revenue base on which such tax is applied~~accounting for the changes regarding the tax, fee or charge authorized by the change in the law.

Section 10. Undergrounding. New Facilities unable to be added to existing utilities poles shall be installed underground pursuant to Section 4 of the Franchise. Grantee acknowledges the City's policy of undergrounding of Facilities within the Franchise Area. Grantee will cooperate with the City in the undergrounding of Grantee's existing Facilities with the Franchise Area. If the during the term of the Franchise, the City shall direct Grantee to underground Facilities within any Franchise Area, such undergrounding shall be at no cost to the City except as may be provided in RCW Chapter 35.99. Grantee shall comply with all federal, state, and City regulations on undergrounding. If the City undertakes any street improvement which would otherwise require relocation of Grantee's above-ground Facilities, the City may, by written notice to Grantee, direct that Grantee convert any such Facilities to underground Facilities.

Section 11. Record of Installations and Service.

A. With respect to excavations by Grantee and the City within the Franchise Area, Grantee and the City shall each comply with its respective obligations pursuant to Chapter 19.122 RCW and any other applicable state or federal law.

B. Upon written request of the City, Grantee shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided, however, any such plan so submitted shall be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

C. As-built drawings and maps of the precise location of any Facilities placed by Grantee in any Rights-of-Way shall be made available by Grantee to the City within ten (10) working days of the City's written request. These plans and maps shall be provided at no cost to the City and shall include hard copies and/or digital copies in a format commonly used in the telecommunications industry.

D. All information disclosed pursuant to this Section shall be used solely for non-competitive purposes and shall be confidential to the fullest extent permitted by law. Grantee acknowledges the City is a public agency subject to the Public Records Act, Chapter 42.56 RCW. Grantee will mark all documents ~~submitted pursuant to this section~~it considers confidential prominently with the word "confidential." ~~Grantee acknowledges the City is a public agency subject to the Public Records Act, Chapter 42.56 RCW.~~

Section 12. Shared Use of Excavations and Trenches.

A. If either the City or Grantee shall at any time after installation of the Facilities plan to make excavations in the area covered by the Franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of written request to do so, an opportunity to share such an excavation, *provided that*: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. In addition, pursuant to RCW 35.99.070, the City may request that Grantee install additional conduit, ducts and related access structures for the City pursuant to contract, under which Grantee shall recover its incremental costs of providing such facilities to the City. In accordance with RCW 35.99.070(2) such additional duct or conduit space and related access structures shall not be used by the City or its affiliates to provide telecommunications for hire, sale, or resale to the general public.

B. The City reserves the right to not allow open trenching for five years following a street overlay or improvement project. Grantee shall be given written notice at least ninety (90) days prior to the commencement of the project. Required trenching due to an emergency will not be subject to five (5) year street trenching moratoriums.

C. The City reserves the right to require Grantee to joint trench with other franchisees if both entities are anticipating trenching within the same franchise area and provided that the terms of this Section are met.

Section 13. Insurance.

A. Grantee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under the Franchise by Grantee, its agents, representatives or employees in the amounts and types set forth below.

1. Commercial General Liability insurance shall be as least at 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. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under the Franchise agreement using ISO Additional Insured endorsement CG 20 26 07 04 or substitute endorsement providing at least as broad coverage;

2. Commercial General Liability insurance shall be written with limits no less than $5,000,000 each occurrence and $5,000,000 general aggregate and $5,000,000 products-completed operations aggregate limit;

3. Automobile liability insurance for owned, non-owned and hired vehicles with a minimum combined single limit of $3,000,000 for each accident for bodily injury and property damage; and

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of Grantee's insurance and shall not contribute with it.

C. Grantee shall furnish the City with certificates of the foregoing insurance coverage or a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement.

D. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City.

E. Grantee's maintenance of insurance as required by the Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or

otherwise limit City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

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

G. The Grantee shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within five business days of their receipt of such notice.

Section 14. Assignment.

A. All of the provisions, conditions, and requirements herein contained shall be binding upon Grantee, and no right, privilege, license or authorization granted to Grantee hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold. Notwithstanding the foregoing, Grantee, without the consent of, but upon notice to the City, may assign this agreement in whole or in part to: (a) an Affiliate (as defined in this Ordinance); or (b) a lender for security purposes only.

B. Grantee may lease the Facilities or any portion thereof to another or provide capacity or bandwidth in its Facilities to another, *provided that:* Grantee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of the Franchise.

Section 15. Abandonment and Removal of Facilities. Upon the expiration, termination, or revocation of the rights granted under the Franchise, the Grantee shall remove all of its Facilities from the Rights-of-Way of the City within ninety (90) days of receiving notice from the City's Public Works Director; *provided however,* that the City may permit the Grantee's improvements to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Grantee's agreement to transfer ownership of the Facilities to the City, the Grantee shall submit to the City a proposal and instruments for transferring ownership to the City. Any such Facilities which are not permitted to be abandoned in place which are not removed within ninety (90) days of receipt of said notice shall automatically become the property of the City; *provided however*, that nothing contained within this Section shall prevent the City from compelling the Grantee to remove any such Facilities through judicial action when the City has not permitted the Grantee to abandon said Facilities in place.

Section 16. Miscellaneous.

A. If any term, provision, condition or portion of this Ordinance shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance which shall continue in full force and effect. The headings of sections and paragraphs of this

Ordinance are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections of paragraphs.

B. Grantee shall pay a one-time fee for the City's reasonable administrative costs in drafting and processing this Ordinance and all work related thereto, which payment shall not exceed $4,000. Grantee shall further be subject to all published permit fees associated with activities. In the event any conflict between ~~and t~~the provisions of any such permit, approval, license, agreement or~~f~~ other document and the Franchise, the provisions of the Franchise shall control.

C. Failure of the City to declare any breach or default under this Franchise or any delay in taking action shall not waive such breach or default, but the City shall have the right to declare any such breach or default at any time. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

D. Notwithstanding anything to the contrary herein, any determination by the City with respect to matters contained in this Ordinance and matters related to the Franchise shall be made in accordance with applicable federal law, including without limitation any applicable rules and regulations promulgated by the Federal Communications Commission, applicable state law and in a reasonable and non-discriminatory manner.

E. Dispute Resolution; Venue and Applicable Law. In the event of a dispute arising hereunder, venue for such disputes shall solely be the Snohomish County Superior Court. The applicable governing law shall be the Laws of the State of Washington.

Section 17. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:	Grantee:
Public Works Director City of Anacortes City Hall 904 6th Street Anacortes, WA 98221	Astound Broadband, LLC 401 Kirkland Parkplace, Suite 500 Kirkland, WA 98033 Attn: Steve Weed, CEO and Byron Springer, EVP

Notice shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 18. Effective date. This Ordinance, being in compliance with RCW 35A.47.040, shall be in force and effect five (5) days from and after its passage, approval and publication, but only if the Grantee has endorsed this ordinance and accepted the terms and conditions thereof.

Passed by majority vote of the Anacortes City Council in open meeting this _____ day of _____, 2017.

Signed in authentication thereof this _____ day of _____, 2017.

_____
MAYOR

Attest:

_____
City Clerk

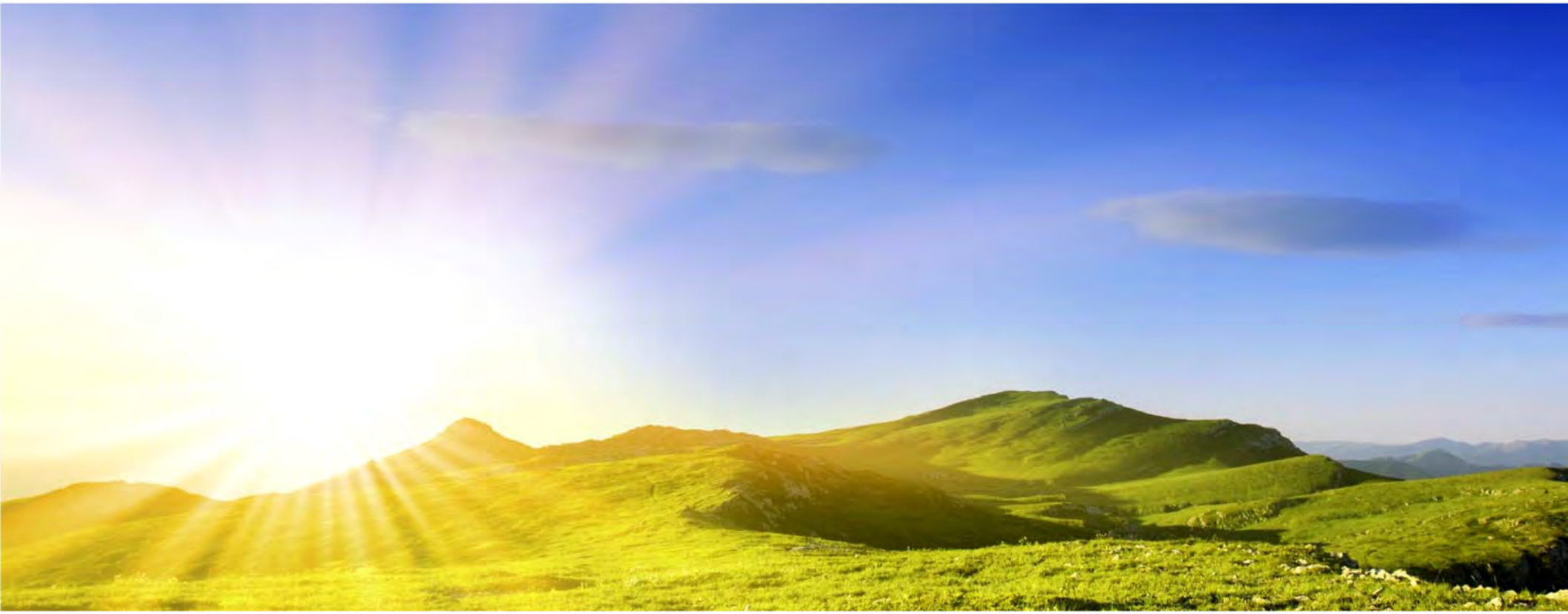
Approved as to Form:

_____
City Attorney

Acceptance:

Astound Broadband, LLC dba Wave for itself, its successors and assigns, accepts and agrees to the bound by all lawful terms, conditions, and provisions of the Franchise.

By: _____ Date:_____
Name: Byron Springer
Title: Executive Vice President Business and Legal Affairs



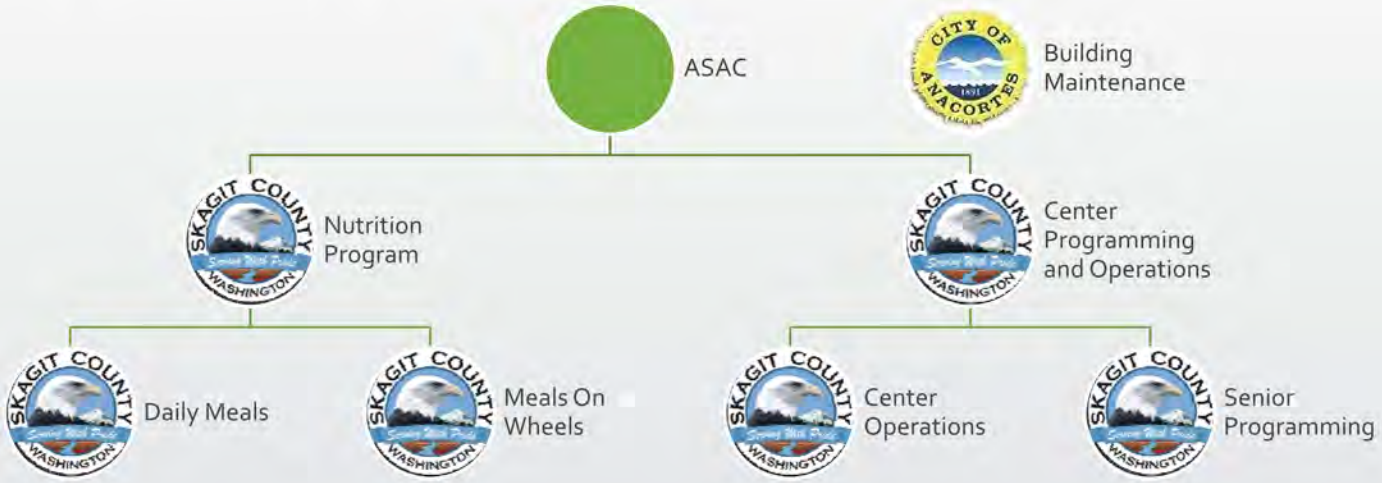
Anacortes Senior Activity Center

City of Anacortes| Skagit County

Background

- The City owns the building where the Anacortes Senior Activity Center (ASAC) is housed
- The County has historically run the ASAC
- ASAC activities are supported by ASAC Foundation
- Foundation reached out to the City in 2016 to discuss better tailoring programming to meet local community needs
- City and County have been negotiating since Fall 2016 on a transition plan to allow the City to manage ASAC programming
- County must continue to provide nutrition programming because of grant funding

ASAC Existing Structure



Proposed ASAC Structure

Historical Payment for Programs

Nutrition Programming

- City Pays County $30k/year for nutrition program
- Foundation has supported nutrition program through fundraising
- County pays any difference

Senior Center Programming

- County pays Administrator's salary and costs for programming
- City doesn't pay anything for programming

Proposed Payment for Programs

Nutrition Programming

- City Pays County $36k/year for nutrition program – increased amount to support additional staff
- Foundation supports nutrition program through fundraising
- County pays any difference

Senior Center Programming

- County pays City amount approximately the same as Administrator's salary and benefits
  - Prorated amount based on $90k for 2017
  - $95k for each year thereafter
- City pays difference btwn County pymt and costs

Key components of proposed Agreement

- Effective date of Agreement is 9/5/2017
- Initial agreement is for 2017-2018, but ILA provides for 2-year extension terms
- City will take on ASAC Administrator as City employee and will have discretion over programming and center management
- County will retain all control and responsibility for nutrition programs
- City's contribution to nutrition increases due to bifurcation of programs and need for increased nutrition staff
- City will continue to maintain facility
- ASAC Administrator will continue to support nutrition program through fundraising efforts
- ASAC Foundation has committed to continue to provide support to nutrition and center through
  - Fundraising efforts
  - Purchasing kitchen items
  - Supporting ASAC programs

Financial Impacts

- **2017**
  - City will pay County $32k for nutrition
    - January – August based on previous $30k rate for nutrition
    - September – December based on newly-negotiated $36k rate for nutrition
    - $32k total
  - County will pay City $30k for pro-rated cost of Administrator's salary from September through December
  - City has approximately $7,000 in costs for computer equipment, phone services, and transition
  - City will have to adopt budget amendment for 2017 to account for nutrition services and supplemental costs due to transition
- **2018 and Beyond**
  - City will pay County $36k for nutrition
  - County will pay City $95k for programming (Administrator's salary and benefits)

Requested Action

- Authorize the Mayor to enter into Interlocal Cooperation Agreement between Skagit County and the City of Anacortes for Provision of Community Services at the Anacortes Senior Activity Center
- Provide any Feedback on ILA

Questions?

ANACORTES SENIOR activity CENTER

City Council Agenda Bill

Meeting Date: 8/7/2017 **Agenda Item**: 7b

Subject: Anacortes Senior Activity Center Interlocal

Staff Contact: Darcy Swetnam, Emily Schuh

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 attached is an Interlocal agreement between Skagit County and the City of Anacortes by which the City takes over programming of the Anacortes Senior Activity Center, while the County continues to manage the nutrition program.

Background: The City began discussions in 2016 with Skagit County to take over management of the Senior Activity Center in Anacortes. Because of grant funding, the County has to maintain management of the nutrition program, which includes provision of daily meals and meals-on-wheels. However, the proposed ILA anticipates that the City will manage all other programming. This will include the City taking the Center Director as an employee. The County will pay an annual sum to the City ($90k prorated for 2017, $95k each year thereafter) to offset the costs of the center director. The City will pay an annual sum to the County ($36k) for provision of nutrition services. Prior to this agreement, the City has historically paid $30k annual for nutrition services.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move we authorize the Mayor to execute the Interlocal Cooperation Agreement between Skagit County and the City of Anacortes for Provision of Community Services at the Anacortes Senior Activity Center.

Alternative Actions: N/A

Attachments (listed in order presented): Draft Agreement

INTERLOCAL COOPERATION AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

THE CITY OF ANACORTES

PROVISION OF COMMUNITY SERVICES AT THE

ANACORTES SENIOR ACTIVITY CENTER

2017

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into by and between the City of Anacortes ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act.

RECITALS

WHEREAS, the County currently operates a Senior Services Program within the department of Public Health, which includes the provision of administrative and professional services to operate the Anacortes Senior Activity Center; and

WHEREAS, the City and County now desire to enter into an Agreement whereby the City will assume direction and coordination of programing services to seniors in Anacortes with the County retaining responsibility for nutrition programming; and

WHEREAS, the parties intend that the Anacortes Senior Activity Center (ASAC) will continue to operate at the City-owned facility located at 1701 22nd Street (the "Premises") and desires to continue to allow County to use Premises as further detailed in this Interlocal to provide senior meal services to qualifying Anacortes Seniors .

AGREEMENT

NOW, THEREFORE, the City and County hereby agree as follows:

1. City Responsibilities:
    a. The City will oversee and provide comprehensive programming and operational support to the Anacortes Senior Activity Center for all Senior Center programs and activities, other than those provided by the County as

part of the nutrition program described in Paragraph 2 below. The City will assume responsibility for all necessary acts to provide senior programming, including staff development, volunteer recruitment, administrative and professional support, safety management, budget oversight, and any other necessary activities.

b. The City will provide the following general services:
    i. Daily operation of Senior Activity Center Monday through Friday from 8am to 4pm except for holidays and during inclement weather.
    ii. Provide a variety of healthy lifestyle and educational programs, along with other activities of interest to older adults.
    iii. Prepare and distribute a monthly schedule of center programs and activities, including a menu.
    iv. Provide table set up and decorations for holiday meals.
    v. Provide all tableware, coffee pots, coffee supplies, and coffee service.
    vi. Provide coffee service during ASAC operating hours.
    vii. Provide mutually-agreeable reasonable support to County fundraising efforts to fund the meals on wheels programs including:
        1. Ensure local outreach and advertisement to support annual March for Meals fundraising campaign, including mailings, flyers, promotional ads etc.
        2. Support annual events as identified by County Nutrition Program such as Giving Tree, through efforts such as collection of donations, storing of gifts, and organizing volunteers to wrap gifts.
        3. Promote and participate in County-identified meals on wheels and senior nutrition fundraising events.
    viii. Provide onsite office space and phone line access for Nutrition Program staff. Ensure access to kitchen phone line.
    ix. Provide internet access and connection for Nutrition Program staff.
    x. Provide internet access to County network if fiber optic network is installed in the ASAC by the City.
    xi. Continue to provide janitorial services for kitchen and dining.
    xii. Support and assist County's volunteer recruitment efforts to maintain necessary volunteers for the County's nutrition programing.

2. <u>County Responsibilities</u>: The County will oversee and operate the nutrition program at the Anacortes Senior Activity Center, including the components described below. The County will assume responsibility for all necessary acts to provide nutrition programming, including staff development, volunteer recruitment, fundraising activities in conjunction with City support, administrative and professional support, budget oversight any other necessary activities.
    a. Congregate meals: The County will provide hot, nutritionally-balanced noon-time meals served at the Anacortes Senior Activity Center Monday

through Friday except for regularly scheduled County holidays or other closures resulting from business need.

b. Home delivered meals: The County will provide home-delivered meals to eligible Meals on Wheels Program clients. The County will conduct all initial home visits to assess clients' needs and conduct any necessary periodic assessments or reevaluations.
c. Liquid supplements: The County will make liquid food supplements available to all seniors with special nutritional needs during regular Nutrition Program hours.
d. Volunteers: The County will recruit, train, supervise and schedule volunteers for the following duties:
    i. Deliver hot and frozen meals;
    ii. Assist in the kitchen to package hot meals;
    iii. Receive client donations;
    iv. Serve congregate meals;
    v. Greet and sign in congregate meal guest;
    vi. Dish up and portion out meal components; and
    vii. Wash dishes. .

3. Term: The term of this Agreement shall be from September 5, 2017 through December 31, 2018. This Agreement may be renewed on the same terms and conditions set forth herein upon mutual agreement of the parties no later than 60 days prior the end of any then-current term for successive two-year terms.

4. Payments:
    a. County Payments
        i. Amount: The County will pay the City a prorated annual amount for 2017 of $90,000 and $95,000 for calendar year 2018 for senior center programing.
        ii. Schedule: One-fourth of the amount described in paragraph (a) above will be due at the end of each calendar quarter. Payment will be made after submission of an invoice from City and completion of payment processing by the County. The full amount owed may be paid at any time by the County. The amount due and payable to the city for services for 2017 shall be prorated.
    b. City Payment: The City will pay the County an annual amount of $30,000 for providing the senior nutrition program plus and additional $6,000 to cover approximately half of the increased cost to County due to bifurcating the senior meal and senior programing services for a total of $36,000.
    c. Historical Fundraising Contribution: The City will partner with the County to support and facilitate fundraising efforts of the March for Meals campaign.

5. Operation
    a. City Operations: The City will be responsible for all necessary operational expenses associated with providing direct senior services as outlined in this

Agreement. The City will maintain the Premises and be responsible for all costs associated with facility maintenance, utilities, repairs, and custodial services. Repairs to kitchen equipment critical for meal production shall be made as soon as possible to minimize interruption to meal service programs. The City has full discretion to authorize use of the Premises in any way it deems necessary; provided, however, that the City may not authorize use of the Premises in any way that interferes with the County's provision of nutritional programming.

b. Kitchen: The City will be responsible for maintenance and repairs of all kitchen equipment, including but not limited to large appliances, small appliances, serve ware, and any other equipment regularly used in the provision of nutritional services. The parties hereby acknowledge that the City may use all kitchen facilities and equipment for the provision of programming that supports Anacortes Senior Activity Center activities, including holiday celebrations, fundraising events, and special activities, at any time the kitchen facilities and equipment are not in use for the provision of nutrition programming, or as mutually agreed upon by the Parties provided that the City will ensure a monitor is onsite at any time the kitchen is used during non-Nutrition Program hours.

c. County Property:
    i. The County may leave equipment, materials, and food at the Anacortes Senior Activity Center in a mutually-agreed upon location to facilitate County nutrition programming.
    ii. The County may keep its freezer used to store home delivery meals at the Premises. The County is solely responsible for all maintenance, repairs, and cleaning associated with the freezer. The parties hereby acknowledge that the City has no access to the freezer and will not take any action to move, adjust or access the freezer without the prior permission of the County; provided, however, that, if the freezer interferes in any way with the City's use of the Premises, the City may, after consultation with County, take any reasonable actions necessary to remediate said interference.

d. No Joint Property: No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

6. Filing: As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force or otherwise made publicly available pursuant to RCW 39.34.040.

7. Validity: If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.

8. Authority: This Agreement shall be executed on behalf of each party by its authorized representative, and pursuant to appropriate legislative action of each participating agency.

a. County Representative: The County's representative shall be the Director of Public Health and the Human Services Manager or designee.
b. City Representative: The City's representative shall be the Mayor.

9. Indemnification: The City agrees to insure the Premises for fire and other property damage to the full value thereof. County covenants and agrees to hold the City harmless from and to pay and defend any claims, causes of action, and suits for damage occurring as a result of the use of the Premises for the operation of the County nutrition programs, except of such claims, causes of action and suits for damages based on negligence of the City. It is further understood and agreed that the County and its employees are acting as independent contractors in the performance of the agreement and are in no way employees or agents of the City of Anacortes. Each party agrees to be responsible for and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to defend, indemnify, and hold the other party harmless from any such liability.

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

11. Changes, Modifications, Amendments: This Agreement may be changed, modified, amended or waived only by written Agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

12. Waiver: Nothing herein shall be deemed to waive the immunities established pursuant to RCW 38.52.180 et seq. not to create third party right of liability.

13. Venue and Dispute Resolution: If the parties are unable to resolve their differences within thirty (30) days after mediation, venue and jurisdiction for any action arising under this Agreement shall lie in the Courts of Snohomish County, Washington. In the event of any dispute arising under this Agreement, the Court shall award attorney fees, costs, expert witness fees, mediation costs, and all other costs related to the dispute to the prevailing party.

14. No Third Party Beneficiaries: This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but limited to, any

agent, contractor, subcontractor, consultant, volunteer, or other representative of either party. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the parties hereto shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other party hereto.

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

16. Compliance with Laws: The parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement. The parties shall obtain and comply with any and all necessary permits, approvals, consents and notice from or to all applicable jurisdictions prior to commencing any work or action related to this Agreement.

17. Captions and Counterparts: The captions in this Agreement are for convenience and reference only, and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute one Agreement.

18. Integrated Agreement: This is an integrated agreement. No party has relied on any representation other than those expressly set forth herein in entering this Agreement.

19. Neutral Authorship: Each of the terms and conditions of this Agreement have been reviewed and negotiated with resort to legal counsel, and represents the combined work product of the parties hereto, and this Agreement shall not interpreted for or against party hereto. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement, and have either done so or have voluntarily chosen not to do so. The parties represent and warrant that they and their authorized representatives executing this Agreement have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms.

20. Further Acts: The parties agree to take such further actions and to execute documents as in their reasonable judgment may be necessary or desirable in order to carry out the terms of, and complete the transactions contemplated by, this Agreement.

21. Counterparts. This Agreement may be executed in counterparts by the parties with the same effect as if all parties hereto had signed the same document.

Executed this _____ day of _____, 2017.

CITY OF ANACORTES:

_____
Laurie M. Gere, Mayor

ATTEST:

_____
Steve D. Hoglund, City Clerk Treasurer

APPROVED AS TO FORM:

_____
Darcy J. Swetnam, WSBA #40530
City Attorney

Executed this _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

_____
Kenneth Dahlstedt, Chair

_____
Lisa Janicki, Commissioner

_____
Ron Wesen, Commissioner

Attest:

_____
Clerk of the Board

Approved as to Form:

_____
Civil Deputy Prosecuting Attorney

City Council Agenda Bill

Meeting Date: 8/7/2017 **Agenda Item**: 7c

Subject: Blue Heron Water Reservoir Funding

Staff Contact: Steve Hoglund

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

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

Summary Statement: Due to the State's inability to pass a capital budget, the Drinking Water State Revolving Fund Loan the City had been awarded by the Department of Ecology to replace the existing 3MG water reservoir is not available; it is therefore prudent to consider other funding options.

Background: Without a state capital budget, the Ecology Drinking Water loan is not available to the City to fund the water reservoir project. It is not guaranteed that the state will pass a capital budget in the next session; if they do, it will likely be at the end of the session, almost a year from now, around the end of June 2018. If Council wants to wait to see if we can get that loan, we would need to find other sources of funding in the interim, to pay for expenses that have been, and continue to be, incurred. Additionally, it is unclear if the loan proceeds would be eligible for expenses that have already been paid for; so there is a possibility we could not use the full loan, and would have to find another permanent funding for at least part of the project cost. An alternate funding source is Water Revenue bonds. This is the probably the most obvious and easiest solution; the City of Anacortes could probably get a 20 year issue at between 3% and 4% (the Loan has a 1% interest rates). PLEASE READ THIS: In April of 2007, Council adopted resolution 1739 which authorized the Finance Director to make declarations of reimbursement against future bond proceeds. What that means is project costs can be reimbursed by future bond issues if a declaration is put into place by the Finance Director. You will find attached a reimbursement declaration for project costs associated with the Blue Heron Circle Reservoir project. This in no way binds the City to a future bond issue; bond issues have to be authorized by Council through ordinance. The attached declaration provides the means for the City to reimburse itself if a bond issue is ultimately decided on.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Resolution 1739

Competing Viewpoints Considered:

Recommended Motion: N/A

Alternative Actions:

Attachments (listed in order presented): Resolution 1739, Reimbursement declaration for Blue Heron Circle project.

RESOLUTION NO. 1739

A RESOLUTION of the City of Anacortes, Washington, designating the Finance Director as the official authorized to make declarations of official intent on behalf of the City.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, as follows:

Section 1. Findings.

1.1. The City of Anacortes, Washington (the "City"), from time to time may reasonably expect to make expenditures for capital projects (or certain extraordinary working capital expenditures) from funds that are available but that are not (and are not reasonably expected to be) reserved, allocated on a long-term basis or otherwise set aside for those expenditures, and would reasonably expect to be reimbursed for those expenditures from proceeds of bonds or other obligations issued to finance those expenditures.

1.2. Certain federal regulations (the "federal reimbursement regulations") relating to the use of proceeds of tax exempt bonds or other obligations ("bonds") to reimburse the issuer of the bonds for expenditures made before the issue date of the bonds require, among other things, that not later than 60 days after payment of the original expenditure the City (or any person designated by the City to do so on its behalf) declare a reasonable official intent to reimburse those expenditures from proceeds of bonds.

Section 2. Designation of Official to Declare Official Intent. The Finance Director of the City is designated to make declarations of official intent, substantially in the form attached to this resolution as Exhibit A or in such other form as shall be prescribed by Treasury Regulation Section 1.150-2 (as it may be amended or superseded), on behalf of the City as may be necessary or appropriate from time to time for any purpose under, and in compliance with, the requirements of the federal reimbursement regulations.

Section 3. Effective Date; Ratification and Confirmation. This resolution shall be in full force and effect from and after its adoption and approval. All actions of the City or its officers prior to the date thereof and consistent with the terms of this resolution are ratified and confirmed.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular open public meeting thereof this 16th day of April, 2007.

CITY OF ANACORTES

H. Dean Maxwell

H. Dean Maxwell, Mayor

ATTEST:

Wanda J. Phillips

Wanda J. Phillips, City Clerk

50793043.2

EXHIBIT A

Declaration of Official Intent to Reimburse Expenditures from Proceeds of Bonds

I, the undersigned, Wanda Johnson, am the duly appointed, qualified and acting Finance Director of City of Anacortes, Washington (the "City"), and, as such, have been designated by the City to make declarations of official intent on behalf of the City when necessary or appropriate for any purpose under, and in compliance with, the requirements of certain federal regulations (the "federal reimbursement regulations") relating to the use of proceeds of tax exempt bonds or other obligations ("bonds") to reimburse the City for capital expenditures (and certain extraordinary working capital expenditures) made by the City before the issue date of the bonds. On behalf of the City, I make the following declaration of official intent under the federal reimbursement regulations:

1. Description of Project for Which Expenditures are to be Made. The City intends to make (and/or, not more than 60 days before the date of this declaration, has made) expenditures, and reasonably expects to reimburse itself for those expenditures from proceeds of bonds, for the following project, property, or program (the "Project"):

[Insert general functional description of the Project or, alternatively, identify the name and functional purpose of the fund or account from which the expenditures will be made:] _____

_____

_____

2. Maximum Principal Amount of Obligations Expected to be Issued for the Project. The City expects that the maximum principal amount of bonds that will be issued to finance the Project will be $_____.

3. Declaration Reasonable. I have reviewed the existing and reasonably foreseeable budgetary and financial circumstances of the City, and have determined that the City reasonably expects to reimburse itself for expenditures for the Project from proceeds of bonds because the City has no funds available that already are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the City for those expenditures on the Project.

4. Limitations on Uses of Reimbursement Amounts. The City will not, within 1 year after the expected reimbursement, use amounts corresponding to proceeds received from bonds issued in the future to reimburse the City for previously paid expenditures for the Project in any manner that results in those amounts being treated as replacement proceeds of any tax exempt bonds, i.e., as a result of being deposited in a reserve fund, pledged fund, sinking fund, or similar fund (other than a bona fide debt service fund) that is expected to be used to pay principal of or interest on tax exempt bonds. Nor will the City use those amounts in any manner that employs an abusive arbitrage device to avoid arbitrage restrictions.

5. Date of Declaration. This declaration of official intent is dated _____, 20___.

CITY OF ANACORTES, WASHINGTON

By _____
Its Finance Director

Declaration of Official Intent to Reimburse Expenditures from Proceeds of Bonds

I, the undersigned, Steven D. Hoglund, am the duly appointed, qualified and acting Finance Director of the City of Anacortes, Washington (the "City"), and, as such, have been designated by the City to make declarations of official intent on behalf of the City when necessary or appropriate for any purpose under, and in compliance with, the requirements of certain federal regulations (the "federal reimbursement regulations") relating to the use of proceeds of tax exempt bonds or other obligations ("bonds") to reimburse the City of capital expenditures (and certain extraordinary working capital expenditures) made by the City before the issue date of the bonds. On behalf of the City, I make the following declaration of official intent under the federal reimbursement regulations:

1. Description of Project for Which Expenditures are to be Made. The City intends to make (and/or, not more than 60 days before the date of this declaration, has made) expenditures, and reasonably expects to reimburse itself for those expenditures from proceeds of bonds, for the following project, property, or program (the "Project"):

Construction of two new water storage reservoirs to replace the existing 3 million gallon reservoir located at Blue Heron Circle in the City of Anacortes.

2. Maximum Principal Amount of Obligations Expected to be Issued for the Project. The City expects that the maximum principal amount of bonds that will be issued to finance the Project will be $5,582,000.

3. Declaration Reasonable. I have reviewed the existing and reasonably foreseeable budgetary and financial circumstances of the City, and have determined that the City reasonably expects to reimburse itself for expenditures for the Project from proceeds of bonds because the City has no funds available that already are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the City for those expenditures on the Project.

4. Limitations on Uses of Reimbursement Amounts. The City will not, within 1 year after the expected reimbursement, use amounts corresponding to proceeds received from bonds issued in the future to reimburse the City for previously paid expenditures for the Project in any manner that results in those amounts being treated as replacement proceeds of any tax exempt bonds, i.e., as a result of being deposited in a reserve fund, pledged fund, sinking fund, or similar fund (other than a bona fide debt service fund) that is expected to be used to pay principal, of or interest on, tax exempt bonds. Nor will the City use those amounts in any manner that employs an abusive arbitrage device to avoid arbitrage restrictions.

5. Date of Declaration. This declaration of official intent is dated August 2, 2017.

CITY OF ANACORTES, WASHINGTON

By _____
Finance Director

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning August 14, 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.

August 14, 2017

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August 21, 2017

•Municipal Fiber Update (Discussion)
•NOANET Network Coordinated Services Support Contract for COS Service Zones Software Implementation and Maintenance (Discussion/Possible Action)
•Administrative Services Budget Update (Discussion)

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August 28, 2017

•Contract Awards: Treatment Plant Chemicals
•Library Budget and General Update (Discussion)

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September 5, 2017

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September 11, 2017

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September 18, 2017

•Water Rate Study Presentation

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September 25, 2017

•Anacortes Americorp in Anacortes School District Presentation

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October 2, 2017

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Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Public Works, Monday, Aug 7, 2017, 5:00 PM, Public Works Director's Office, City Hall
•Personnel, Monday, Aug 7, 2017, 5:00 PM, Main Conference Room, City Hall
•Public Safety, Tuesday, Aug 8, 2017, 4:30 PM, Mayor's Office, City Hall
•Finance, Wednesday, Aug 9, 2017, 5:00 PM, Main Conference Room, City Hall
•Planning, Monday, Aug 14, 2017, 5:00 PM, Main Conference Room, City Hall
•Parks & Recreation, Thursday, Aug 17, 2017, 6:00 PM, Main Conference Room, City Hall
•Public Works, Monday, Aug 21, 2017, 5:00 PM, Public Works Director's Office, City Hall
•Finance, Wednesday, Aug 23, 2017, 5:00 PM, Main Conference Room, City Hall
•Planning, Monday, Aug 28, 2017, 5:00 PM, Main Conference Room, City Hall

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