



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

July 24, 2017
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Oath of Office for new Police Officer Tim Dills and Records Support Staff
Kimberly McDermott
 - b. Update on CDBG 2017/2018 Funding Allocation
 - c. Planning Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of July 17, 2017
 - b. Approval of Claims in the amount of: \$454,479.04
 - c. Contract Modification 02: Heart Lake Road Cape Seal (17-006-TRN-001)
6. **Public Hearings**
7. **Other Business**
 - a. * Ordinance 3005: Wave Franchise Agreement (Discussion/Possible Action)
 - b. * Finance Update (Discussion)
 - c. * Ambulance Rate Update (Discussion)
 - d. * Ordinance 3009: Amending the 2017/2018 Budget (Discussion/Possible Action)
 - e. * Resolution 1991: Authorizing Refund of 2020 Library Bond Payment
(Discussion/Possible Action)
 - f. * Resolution 1993: Emergency Declaration and Contract for West 2nd St and
Hartford Avenue Sanitary Sewer Repair/Replacement (Action)
 - g. Contract Award: WWTP Outfall Line Repair (13-020-SEW-009) (Action)
8. **Adjournment**

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

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



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning August 7, 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 7, 2017

- Anacortes Senior Center Interlocal Agreement with Skagit County

August 14, 2017

August 21, 2017

August 28, 2017

September 5, 2017

September 11, 2017

September 18, 2017

September 25, 2017

- Anacortes Americorp in Anacortes School District Presentation

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Jul 24, 2017, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Jul 26, 2017, 5:00 PM, Main Conference Room, City Hall
- Housing Affordability & Community Services, Thursday, Aug 3, 2017, 1:30 PM, Main Conference Room, City Hall
- Public Works, Monday, Aug 7, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Personnel, Monday, Aug 7, 2017, 5:00 AM, Main Conference Room, 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



PLANNING, COMMUNITY, & ECONOMIC DEVELOPMENT

DATE: July 19, 2017
TO: Mayor and City Council
FROM: Joann Stewart
Planning, Community, & Economic Development
SUBJECT: 2017-2018 CDBG Action Plan
REQUIRED ACTION: **Update - Project Allocations**

Briefing

The funding allocation for 2017/2018 CDBG was delayed because of the late date the Consolidated Appropriations bill was put forth by Congress. The City finally received the appropriation notice on June 23, 2017, and it was more than anticipated - we will receive a total grant of \$95,113 for program year 2017/2018.

The allocations to the projects put forth will be:

Public Services – Anacortes Family Center - \$14,266
Anacortes Housing Authority Rehab Project - \$64,678
Administration/Planning - \$16,169

The deadline to submit the application to HUD this year is August 16, 2017 (normally it is May 15 of each year). The City, through the HOME Consortium, will submit the grant application on July 28, 2017. It takes approximately 45 days to process the application; we should receive confirmation that our allocations are acceptable by mid-September.

If you have any questions or comments, please do not hesitate to contact Joann Stewart, 360-293-1907, joanns@cityofanacortes.org. Thank you.

City Council Minutes – July 17, 2017

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of July 17, 2017 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, Bruce McDougall and Matt Miller were present. The assembly joined in the Pledge of Allegiance.

Executive Session per RCW 42.30.110

Mayor Gere announced that City Council and the City Attorney would convene in executive session for approximately 20 minutes to discuss potential litigation. At approximately 6:13 p.m. the mayor called meeting back to order and announced that no action had been taken in the executive session.

Announcements and Committee Reports

Department of Commerce Smart Vision Award: 2016 Comprehensive Plan:

Planning Director Don Measamer reported that the City had submitted its 2016 Comprehensive Plan to the Department of Commerce for consideration for the Governor's Choice Award in its Smart Vision category. Mr. Measamer summarized the immense amount of public engagement and volunteer and staff time dedicated to the development and adoption of the plan. Mr. Measamer thanked all involved for their hard work to develop the final document.

Valerie Smith, Washington State Department of Commerce, presented Anacortes with the Governor's Smart Vision Award on behalf of Governor Jay Inslee. Ms. Smith cited the far reaching value of the comprehensive plan. She described the extensive public input and intense coordination and cooperation among a wide variety of stakeholders and concluded that the plan demonstrated excellence in comprehensive planning and meaningful public participation. Ms. Smith called Anacortes a leader in planning for smart sustainable growth and recognized the important role Anacortes serves in protecting surrounding rural, forested and marine areas that are so important to Anacortes and Skagit County citizens. Mayor Gere accepted the award on behalf of the city. Mr. Measamer distributed certificates of appreciation to the mayor, councilmembers, Planning Commissioners, Citizens Advisory Committee members, the consultant team from Makers, and Planning Manager Libby Grage.

4th of July Parade Awards Presentation: Sylvia Cooper thanked everyone who participated in the 4th of July parade and announced the first, second and third place winners in the float and marching group categories. Float: 1st place to Anacortes Sister Cities, 2nd place to Anacortes Community Theatre, 3rd place to When You Wish Events. Marching Group: 1st place tie between Anacortes Youth Cheer and Twisted Pixies, 2nd place to Kiwanis Sunrisers Kazoo and Precision Drill Team, 3rd place to Old Anacortes Rowing and Sailing Society (OARS). Mayor Gere presented awards and certificates to the winners.

Port/City Liaison Committee: Mr. Johnson reported from the committee meeting the prior Tuesday. Topics discussed included declining transport of prilled sulfur and a resulting decrease in prilled sulfur mitigation payments from the Port to the city; issuance of the Corps of Engineers permit for the wastewater treatment plant outfall repair which was schedule to begin August 6; long term use of the Marine Hardware building; and the maritime strategic plan currently under development. Mayor Gere elaborated on the fact gathering and stakeholder meetings held thus far as a collaborative effort between the city, the Port of Anacortes and EDASC on a strategic plan to develop a marine center of excellence and generate family wage jobs. The mayor said she would continue to report on the ongoing effort.

Finance Committee: Mr. Johnson reported from the committee meeting the prior Wednesday. He said sales tax revenue was up 11% from the same period the prior year, driven by businesses that respond to the health of the economy. He reported on upcoming improvements to picture quality on Channel 10. He

explained the proposed early payment of the final year of the library bond which would come to Council for action by resolution at its next regular meeting. Mr. Johnson described the City of Redmond model for evaluating the value of government services provided in relation to total taxes and fees collected and establishing a ratio consistent with voter sentiment to guide planning. Mr. McDougall reported that the committee had also discussed the risks and rewards of different rates of expansion of the city's fiber optic network. He explained that by year end the skeleton network connecting the utility pump stations would pass 10% of buildings in town. Mr. McDougall encouraged planning to determine how fast the network would be built out to reach remaining residents and businesses and develop funding and operating models to support build out, noting that the rapidly emerging internet of things would likely quickly expand demand for affordable high speed fiber connectivity.

Public Works Committee: Mr. Walters reported from the committee meeting earlier in the evening at which those present discussed the wastewater treatment plant outfall repair project and the need to order HDPE pipe for that project to ensure sufficient supply; the possible acquisition of the PUD water distribution system on south Fidalgo Island; a private road with public access in Skyline; the WSDOT Sharpes Corner roundabout project and overlay projects which were expected to go out to bid in the fall; the state legislature's failure to adopt a capital budget which could jeopardize the city's loan for the Blue Heron Circle reservoir project in which case the city might need to issue an internal loan to fund the project; and the pending Skagit County grant for fiber which was still under discussion.

Ms. Lovelett announced that she would not be able to attend the July 24, 2017 regular City Council meeting and asked that her absence be excused.

Public Comment

Nicholas Genovese, 1311 17th Street, asked who approves floats for the 4th of July parade. Mr. Genovese said that this was the first year in the six years he had attended the parade that he saw specific political narrative present. Mayor Gere explained that the parade had historically been open to anyone who arrived at the starting line and that when the city took over the event the prior year it began vetting only the participants who wished to compete for prizes though it was considering another kind of sign up system for the future. Mr. Genovese said he respected First Amendment rights but that he felt the parade was a celebration of community and patriotism, not a forum for specific political narratives.

Walter Guterbock, 2005 29th Place, said he observed the line of traffic waiting to turn south at Sharpes Corner and asked if a regular roundabout were built at that intersection, how would drivers ever get out of Anacortes heading east? Ms. Pickett said she was very impressed by WSDOT presentations addressing that question including a traffic simulation and that the WSDOT model indicated that the roundabout would accommodate the traffic flow. Mr. Walters observed that WSDOT can also adjust timing of the signal lights approaching the roundabout to regulate traffic flow. Mr. Guterbock agreed that in Great Britain traffic lights are used to regulate traffic flows surrounding busy roundabouts. Mr. Johnson requested that the WSDOT simulation be posted on the city website.

Consent Agenda

Mr. Johnson moved, seconded by Ms. Lovelett, to approve the following Consent Agenda items. Vote: Ayes – Walters, Pickett, Adams, Lovelett, McDougall, Miller and Johnson. Motion carried.

- a. Minutes of July 10, 2017
- b. Approval of Claims in the amount of: \$434,609.79
- c. Cap Sante Marine Lease

The following vouchers/checks were approved for payment:
EFT numbers: 85649 through 85702, total \$102,829.95
Check numbers: 85703 through 85757, total \$193,017.26
Wire transfer numbers: 211817 through 218933, total \$19,114.33

OTHER BUSINESS

Resolution 1992: Approve the Addition of 32nd Street/D Avenue Roundabout Construction (2018) to State Transportation Improvement Plan (STIP)

Public Works Director Fred Buckenmeyer explained that the city had been awarded federal grant funds for the design portion of the project and that the terms of that grant and potential grants for construction funds both require that the city demonstrate allocated funding sources for the construction of the roundabout. Mr. Buckenmeyer recommended earmarking \$600,000 of transportation impact fees for the project, noting that this was one of very few transportation projects eligible for impact fee funding. He clarified that street overlays were not eligible for impact fee funding. Mr. Buckenmeyer added that staff would apply for Transportation Improvement Board funding for construction of the roundabout and if that funding were awarded, some or all of the earmarked impact fees would not be spent on the 32nd Street and D Avenue roundabout project. Mr. Johnson confirmed that a subsequent budget amendment would be required to conform the 2018 budget to Resolution 1992 if it were approved.

Ms. Lovelett moved, seconded by Mr. Miller, to approve **Resolution 1992** to approve the use of impact fee funds, REET funds, and TIB funds for the fiscal year 2018 32nd Street and D Avenue roundabout project. Vote: Ayes – Pickett, Adams, Lovelett, McDougall, Miller, Johnson and Walters. Motion carried.

Contract Award: Aquatic Vegetation Management of Heart Lake (17-073-PRK-001)

Parks Operations and Forestland Manager Jonn Lunsford requested Council approval to execute a contract with AquaTechnex to apply the herbicide fluridone at Heart Lake to treat the hybrid milfoil in the lake, consistent with Resolution 1989 adopted at the July 10, 2017 regular City Council meeting. Mr. Lunsford reported that staff issued a Request for Proposals and received two responses including the low bid from AquaTechnex. He said that the proposal had been reviewed by the city's consultant, Herrera Environmental, and found satisfactory. Mr. Lunsford recommended approval of the contract with AquaTechnex in the amount of \$41,826.75. He said work would begin very soon after approval. In response to a question from Mr. Miller, Mr. Lunsford reported that the other proposal had been in the amount of approximately \$49K.

Mr. Johnson moved, seconded by Mr. Adams, to authorize the mayor to enter into the presented contract with AquaTechnex. Ms. Lovelett asked Mr. Lunsford to ensure that the lake was adequately signed prior to application. Mr. Lunsford explained that application of fluridone does not require restrictions of use for swimming, drinking, or fishing but said both AquaTechnex and city staff would post extensive explanatory signage. Vote: Ayes – Adams, Lovelett, McDougall, Miller, Johnson, Walters and Pickett. Motion carried.

Local Climate Action (Discussion/Possible Action)

Mayor Gere summarized the discussion of the city's green initiatives from the July 10, 2017 City Council meeting and Council's request for consideration of the open letter to the international community and parties to the Paris Agreement that was included in the packet materials.

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

Eric Shen, speaking for Transition Fidalgo & Friends, said that everyone needs to work to combat climate change and its impacts. He reported that a growing number of states, cities, universities and businesses had been agreeing to work to meet the goals of the Paris Climate Agreement even though the U.S. federal Government had backed out of that agreement. Mr. Shen observed that greenhouse gases are generated by individuals and businesses so individual and local action was required to change that course. He said signing the open letter would show that Anacortes has been and remains dedicated to combatting climate change and preparing for its unavoidable impacts. Mr. Shen encouraged Council to sign on to the letter that dedicates Anacortes to meeting the goals of the Paris Climate Agreement.

Nicholas Genovese, 1311 17th St, cited his consulting career in water and process technologies that reduce the use of water and energy and therefore emissions. He applauded the city's efforts to conserve energy and resources which is good for local families, communities and businesses but said it was hard for him to understand signing a very generalized and unenforceable document to be held accountable to a bureaucracy in Brussels. He said the climate movement seemed like a centralization of power. Mr. Genovese said the local community and businesses were already doing the right things, becoming more efficient with water and energy, without signing the open letter.

Ms. Pickett made a business case for signing the document. She said it was unprecedented that 195 countries signed the Paris Climate Agreement. She observed that we all trade with other countries and said there was no reason for the United States to give another country any more reasons to buy Airbus vs. Boeing. She called the letter a statement of "we stand with you." Ms. Pickett agreed that the document was very broad and unenforceable but said any time 195 different cultures agree on a course of action, it's worth staying with that. She observed that the U.S. business sector was already moving to reduce carbon footprints because it makes good economic sense. She respected Mr. Genovese's concerns but said signing the open letter was worth it.

Mr. Johnson noted that more than 1400 institutions had signed the open letter, including 140 U.S. cities and towns and major businesses. He reported an email from a thoughtful constituent asking how Council could face the many employees of the two local oil refineries and tell them Anacortes wanted to act to cost them their jobs by aligning with proponents of the Paris Climate Agreement. Mr. Johnson noted that major energy companies were on record supporting the agreement because it reflects the economic future and that Shell was one of 16 parties that urged the U.S. to remain a party to the agreement. He explained that the Department of Defense considers climate change a major driver of instability which will cause military as well as economic challenges. Mr. Johnson said signing the open letter affirms that Anacortes will continue to support the efforts established by the Paris accords.

Mr. Adams praised Mr. Buckenmeyer's presentation at the July 10, 2017 City Council meeting enumerating the city's many efforts to achieve energy efficiency. He said the Paris Agreement has turned into a political thing but that the open letter doesn't approve the language of the Paris Agreement, simply says Anacortes will as a local community move forward to reduce energy use. He said he'd rather put the open letter in the form of a resolution and add the presentation from the prior week and language specifically listing Anacortes past and planned future efforts to conserve energy.

Ms. Lovett reported on her research of the Paris Climate Accord and said it allowed each country to determine its own efforts towards a solution. She agreed with Ms. Pickett that it takes a global community to solve these problems working together. She said that the open letter is non-binding but symbolizes to the local community that Anacortes has leadership to work locally on the effects of climate change and is dedicated to doing so. She called the Paris accord an historic opportunity for the entire world to move forward. Ms. Lovett observed that Anacortes is a refinery town and is on the forefront of the changing economy and achieving a just transition. She noted that there is a lot of consensus among refineries about the impacts of climate change.

Brian Wetcher, 814 26th Street, clarified that the Paris agreement would be administered under the auspices of the United Nations. He congratulated the city on acting on an impact of climate change by contracting to treat the milfoil at Heart Lake, which he said is almost completely the result of a warming climate over the past ten years. He said the city has stepped up to the plate with the technology it has adopted and its building code decisions. Mr. Wetcher recalled the slogan, "Think globally, act locally" and said the city has already acted locally, now was the time to think globally and tell the citizens why it is important that the city take a positive stand towards a unified approach to global warming.

Mr. Miller reiterated that issues like this are well outside Council's lane as a non-partisan governing body per Article 1 Section 10 of the U.S. Constitution. He said the proposal to sign the open letter clearly says that the elected representatives of the citizens of Anacortes don't like the action taken by the U.S. government with respect to the Paris Climate Agreement. Mr. Miller said that would divide rather than unite Council on issues it agreed upon, such as the great environmental and cost friendly actions reported by Mr. Buckenmeyer at the prior week's meeting. He gave other examples of federal action with which he disagreed but suggested those were not appropriate topics for Council consideration and that Council should better spend its time on infrastructure, public safety, budget and local regulations. Mr. Miller said he would not vote in favor of signing the open letter but that in no way implied he felt individuals should not voice their own opinions about political leadership. He called for the question to be voted on as soon as possible so Council could get back to work on development regulations.

Mr. Walters agreed with several of Mr. Miller's points and said he did not generally favor non-binding statements on issues Council had no control over but was willing to make an exception for this item because it is really important. He said the city was leading by example with its actions to respond to climate change but needed to tell the public what it was doing and why. Mr. Walters said the open letter did not endorse the Paris Climate Agreement, only committed Anacortes to remain engaged to hold warming well below 2°C and accelerate the transition to a clean energy economy. He cited the economic benefits and opportunities the two local refineries have brought to Anacortes but said that industry will change over time and Council needs to anticipate that. Mr. Walters argued that climate change is not a partisan issue and that opinion about it is not clearly divided along party lines.

Mr. McDougall agreed with Mr. Walters that the city was walking the walk with its actions to reduce its carbon footprint but wasn't necessarily communicating how it was doing so. He said he would be seeking partners to crunch numbers and study how Anacortes was doing as a municipality and as a community to reduce its carbon footprint, track that progress over time, and communicate it to the public. He said Anacortes was only bound by a commitment to itself to reduce its carbon footprint and to be part of the global community in that effort. He reminded that doing so also makes economic sense.

Ms. Lovelett moved, seconded by Mr. Johnson, to authorize the mayor to sign the open letter to the international community and parties to the Paris Agreement that was included in the packet materials. Mr. Adams moved, seconded by Mr. Miller, to add as an attachment to the letter the Green Initiatives Past-Present-Future slide presentation presented by staff at the July 10, 2017 City Council meeting and some language addressing what Anacortes has done to reduce its carbon footprint and what it intends to do in the future. Vote on amendment: Ayes – Lovelett, McDougall, Miller, Johnson, Walters, Pickett and Adams. Motion carried. Vote on amended motion: Ayes – McDougall, Johnson, Walters, Pickett, Adams and Lovelett. Nays – Miller. Motion carried.

There being no further business, at approximately 7:35 p.m. the Anacortes City Council meeting of July 17, 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 July 24, 2017 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
218839	4/28/2017	262185	10653	THE LIBRARY STORE, INC	LIBRARY SUPPLIES	\$1,040.79
218948	5/15/2017	170444	04831	T-SHIRTS BY DESIGN	CO-ED VOLLEYBALL SHIRT	\$9.22
218947	5/18/2017	32844	02520	SKAGIT SOILS	SOIL - STORVIK	\$429.66
217346	5/24/2017	112-3095263-4255460	08811	AMAZON.COM	PLANTRONICS CS540 HEADSET - VALORA	\$220.41
217068	5/24/2017	300162296	01443	KCDA PURCHASING COOPERATIVE	COPY PAPER 8.5 X 11 - FINANCE	\$382.18
217069	5/24/2017	300162298	01443	KCDA PURCHASING COOPERATIVE	24# COPY PAPER - 3RD FLOOR	\$103.11
219129	5/24/2017	979953	10665	JWJ	MACHINE PIPETS FOR FIBER PROJECT	\$162.75
217347	5/24/2017	A33250	02405	SEBO'S DO-IT CENTER	PARKS - PADLOCK	\$59.83
217344	5/25/2017	111-1578190-0268210	08811	AMAZON.COM	CITY HALL - REPLACE/ADD EASELS	\$199.96
217079	5/25/2017	114-6425298-5253067	08811	AMAZON.COM	MAGNETIC HOOKS	\$11.87
217065	5/25/2017	16123201	05523	PACIFIC POWER BATTERIES	BATTERIES PUBLIC SAFETY	\$150.59
217357	5/25/2017	38740061	01616	LOWE'S BUSINESS ACCOUNT/GEMB	HARDWARE FOR SCBA RACKS	\$3.09
217067	5/25/2017	A33824	02405	SEBO'S DO-IT CENTER	CEMENT/PVC PIPE/BALL VALVE-STORVIK	\$53.98
217066	5/25/2017	A34043	02405	SEBO'S DO-IT CENTER	FACILITY USE TIEMS	\$6.50
217074	5/25/2017	U95549/1	00021	ACE HARDWARE	CITY HALL JANITORIAL	\$32.53
217076	5/26/2017	0474149582144125	08879	PARTY CITY	SURVIVOR CAMP SUPPLIES	\$181.02
217078	5/26/2017	1198665 A	09354	DOUBLETREE INN	ACCOMMODATION FOR CHIEFS CONFERENCE	\$481.44
218266	5/26/2017	140708	02280	SCOTT RICHARDS INSURANCE, INC	ADD ASST CITY CLERK TO CRIME INSURANCE	\$101.00
217073	5/26/2017	158822	10605	PIPETTE.COM	PIPETTE CALIBRATION SERVICE	\$46.00
217075	5/26/2017	714600013763	04308	COSTCO WHOLESALE CORPORATION	SURVIVOR CAMP SUPPLIES	\$97.80
217071	5/28/2017	113-3587744-8625809	08811	AMAZON.COM	APD - VIDEO CAMERA	\$77.52
217196	5/30/2017	010259/3594995	07231	HOME DEPOT	OUTLET COVERS, DUCT TAPE, HOLE HAWG DRILL, WRENCH, YARD STICK, TAPE MEASURE	\$656.15
217191	5/30/2017	0171912-IN	06422	NURNBERG SCIENTIFIC	BIOHAZARD BAGS	\$64.17
217361	5/30/2017	38176109	01616	LOWE'S BUSINESS ACCOUNT/GEMB	STARTER FOR WEEDEATER	\$4.53
217147	5/30/2017	A31556/1	00021	ACE HARDWARE	SOIL AND SEEDS	\$12.42

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
217146	5/30/2017	A37731	02405	SEBO'S DO-IT CENTER	FASTENERS/TIE WRAP/EYE BOLT	\$47.26
219060	5/30/2017	A37773	02089	PETTY CASH FUND	REIMBURSE EMPLOYEE - PURCHASE FOR CITY ITEM	\$34.01
217143	5/30/2017	A37833	02405	SEBO'S DO-IT CENTER	GARAGE DOOR PARTS	\$7.14
217145	5/30/2017	WAANA91479	00939	FASTENAL CO	TOOL	\$71.41
217144	5/31/2017	111-1903108-2488206	08811	AMAZON.COM	BALL MOUNT AND PINTLE HOOK AND HITCH PIN AND CLIP	\$97.35
217194	5/31/2017	17201	00306	BAYSHORE OFFICE PRODUCTS INC	CITY HALL 3RD FLOOR BREAKROOM SUPPLIES	\$5.36
217786	5/31/2017	3217	05088	ECO-3	PLANNING & BUILDING TRAINING	\$1,650.00
217249	5/31/2017	38001201601	02342	SAFeway INC	LOCAL PLANNING TRAINING 20170531	\$23.36
217195	5/31/2017	636031	10184	US BANK	LUNCH: BUCKENMYER, CURTIS - EOC CLASS.	\$29.70
217193	5/31/2017	A38303	02405	SEBO'S DO-IT CENTER	LAWNMOWER BLADE BALANCER	\$4.76
217190	5/31/2017	A38346	02405	SEBO'S DO-IT CENTER	NYLON BRUSH	\$4.11
217192	5/31/2017	A38701	02405	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$8.93
217415	5/31/2017	WAANA91533	00939	FASTENAL CO	HOLE SAWS, HOLE SAW ADAPTERS FOR FIBER PROJECT	\$185.48
217410	6/1/2017	0172040-IN	06422	NURNBERG SCIENTIFIC	BUFFER PH4	\$86.50
217254	6/1/2017	112-4534538-7454625	08811	AMAZON.COM	RETRACTABLE PENS	\$17.78
217253	6/1/2017	112-9291276-7916205	08811	AMAZON.COM	MARKER PENS	\$7.99
218988	6/1/2017	11263	07844	NW COMMUNICATIONS, INC	TESTED & INSPECTED POLICE RADIOS	\$1,766.27
217248	6/1/2017	1151123	00598	COLE-PARMER INSTRUMENT CO.	THERMOMETER SYSTEM TRACEABLE	\$185.65
217252	6/1/2017	11747	10184	US BANK	LUNCH: CURTIS, BUCKENMYER - EOC CLASS.	\$29.09
217407	6/1/2017	50095320	04057	THE SEMINAR GROUP	SCHOOLS/EDUCATIONAL SCHL-THE SEMINAR GROUP	\$709.00
217247	6/1/2017	52569040	01938	NORTHERN TOOL & EQUIPMENT CO	HOOK BASE FOR FORK LIFT TRUCK	\$501.27
217359	6/1/2017	55337770	01616	LOWE'S BUSINESS ACCOUNT/GEMB	GARDEN HOSE FOR DECON	\$20.61
217251	6/1/2017	A38956	02405	SEBO'S DO-IT CENTER	SEALANT, PAINTABLE UNDERCOAT FOR FIBER PROJECT	\$55.90
217416	6/2/2017	113-0327558-0892239	08811	AMAZON.COM	PARTICULATE FILTERS	\$350.54
217409	6/2/2017	170508	04831	T-SHIRTS BY DESIGN	ACFL STAFF T-SHIRTS	\$97.65
217414	6/2/2017	95001478757	02342	SAFeway INC	ART WALK SUPPLIES	\$73.08
217405	6/2/2017	A34941	02405	SEBO'S DO-IT CENTER	GALVANIZED ELBOW	\$10.84
217406	6/2/2017	A39392	02405	SEBO'S DO-IT CENTER	SAW BLADES, NYLON LINE	\$113.88
217411	6/2/2017	A39450	02405	SEBO'S DO-IT CENTER	IRRIGATION SUPPLIES	\$27.29
217418	6/2/2017	R17APT7MPP	10596	SCANCAFE, INC.	HEAT EXCHANGER NEGATIVE 1997 RESTORE	\$26.28
217412	6/3/2017	437	02807	UNITED STATES POSTMASTER	POSTAGE PLANNING	\$7.20

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
217417	6/3/2017	52639204	01938	NORTHERN TOOL & EQUIPMENT CO	PRESSURE WASHER PARTS	\$159.14
217413	6/4/2017	114-2738447-6741025	08811	AMAZON.COM	IT SUPPLIES	\$98.99
217360	6/5/2017	16688216	01616	LOWE'S BUSINESS ACCOUNT/GEMB	UTILITY SHELVING FOR SCBA MASKS	\$22.14
217296	6/5/2017	2005813371280	03318	DELL MARKETING LP	APD - LAPTOPS	\$5,389.80
217469	6/5/2017	2457238	10616	OFFICESUPPLY.COM	AUTOMATIC ELECTRIC LETTER OPENER -FIN	\$251.31
217470	6/5/2017	2668000	10619	GREAT PLAINS INDUSTRIES	OIL TRANSFER PUMP INLET SCREEN	\$37.43
217290	6/5/2017	26T70N	10184	US BANK	CHARGES FOR TRAVEL (LODGING)	\$317.96
217505	6/5/2017	293539	02549	SMILEY'S INC	WELDING FOR FIBER PROJECT	\$203.65
218999	6/5/2017	4330	02144	WEST MARINE PRODUCTS, INC	PARK SUPPLIES	\$42.28
217467	6/5/2017	A41348	02405	SEBO'S DO-IT CENTER	PHILLIPS BIT, FASTENERS, SPRINKLER	\$72.29
217468	6/5/2017	A41558	02405	SEBO'S DO-IT CENTER	RAKE & SHOVEL	\$47.72
217454	6/6/2017	439406	01331	INTERNATIONAL CODE COUNCIL,INC	INTERNATIONAL CODE MEMBERSHIP PAUL INGALLS	\$105.00
217500	6/6/2017	99496936	10088	GOTOCITRIX.COM	GOTOMEETING ANNUAL PLAN	\$480.34
217503	6/6/2017	A42185	02405	SEBO'S DO-IT CENTER	NOZZLES/GLOVES FOR IRRIGATION REPAIR	\$23.91
217502	6/6/2017	A42215	02405	SEBO'S DO-IT CENTER	X-LINE FOR ACFL PRUNING	\$30.36
217499	6/6/2017	A42602	02405	SEBO'S DO-IT CENTER	PLIERS/SAW/CAP/FASTENERS/TAPE-WATER REPAIRS	\$45.07
217498	6/6/2017	A42641	02405	SEBO'S DO-IT CENTER	SLIP CAP/PRIMER FOR WATER REPAIRS	\$7.66
217533	6/7/2017	#4063	10613	HEAVY DUTY SUPPLIES LLC	SLUDGE JUDGE TOP SECTION AND BOTTOM SECTION	\$203.25
217551	6/7/2017	018261	09169	LOU'S GLOVES, INC	NITRILE GLOVES, LARGE	\$154.00
217536	6/7/2017	24336463	10355	WEBSTAUANTSTORE	TABLE & BAR STOOLS FOR PARKLET	\$744.00
217534	6/7/2017	64978	10044	LMI NOTARY SERVICE	NOTARY BOND & STAMP RENEWAL	\$152.75
217550	6/7/2017	66317437	10184	US BANK	TRAVEL EXPENSES, LEADERSHIP SUMMIT, E.SCHUH	\$114.12
217535	6/7/2017	A42904	02405	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$35.73
217549	6/8/2017	112-6298509-1966609	08811	AMAZON.COM	IPHONE 6 PHONE CASE - S HOGLUND	\$16.26
218886	6/8/2017	114-5386082	04834	UNITED SITE SERVICES, INC	PORTABLE TOILET RENTAL - WA PK PLAYGROUND/LOWER BEACH	\$103.67
217552	6/8/2017	36855	02466	SKAGIT COUNTY PUBLIC HEALTH &	SPRAY PARK HEALTH PERMIT	\$100.00
217606	6/8/2017	728805	00306	BAYSHORE OFFICE PRODUCTS INC	MUSEUM - ADJUSTABLE DESK	\$717.05
217608	6/9/2017	0013	10184	US BANK	5 LUNCHES - ACTIVE SHOOTER CLASS-HAL'S DRIVE IN	\$49.76
217607	6/9/2017	171487	10184	US BANK	5 LUNCH COFFEE - ACTIVE SHOOTER CLASS -THE WOOLLEY MARKET	\$11.80

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217609	6/9/2017	1849	08975	RUNNING AWARDS	ART DASH RIBBONS	\$644.50
217605	6/9/2017	3568	10618	NARTEC, INC.	PATROL SUPPLIES; NARTEC FIELD DRUG TESTING KITS	\$122.50
217610	6/10/2017	112-9674589-8330622	08811	AMAZON.COM	XTREME CLEEN DISINFECTANT CONCENTRATE	\$58.77
217692	6/12/2017	00047028	10184	US BANK	PARKING - INTERVIEW PANEL - DIAMOND PARKING	\$8.00
217854	6/12/2017	30001216410	02342	SAFEWAY INC	SUPPLIES FOR BARK IN THE PARK	\$20.71
217874	6/12/2017	5165	02144	WEST MARINE PRODUCTS, INC	SEALING PAINT - STORVIK SIGN	\$21.68
217859	6/12/2017	A45814	02405	SEBO'S DO-IT CENTER	PAINT SUPPLIES	\$15.36
218183	6/12/2017	A45870	02405	SEBO'S DO-IT CENTER	HACKSAW FRAME, VARIOUS BITS	\$32.86
217867	6/12/2017	A45979	02405	SEBO'S DO-IT CENTER	CABLE TIES - BALLFIELDS	\$21.69
217687	6/12/2017	A5881	02405	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$3.26
217850	6/12/2017	U01279/1	00021	ACE HARDWARE	SMALL TOOL	\$17.47
217717	6/13/2017	114-3903378-7802630	08811	AMAZON.COM	WTP-POWER SUPPLY ADAPTER FOR SURFACE PRO	\$19.50
217752	6/13/2017	300169514	01443	KCDA PURCHASING COOPERATIVE	8.5 X 11 COPY PAPER - APD	\$535.05
217656	6/13/2017	552426	01765	MISTER T'S AWARDS &	PLAQUES FOR BEST FLOAT AND BEST	\$289.70
217869	6/13/2017	A46619	02405	SEBO'S DO-IT CENTER	RUBBER Mallet, MASONRY BIT	\$35.50
217871	6/13/2017	A46834	02405	SEBO'S DO-IT CENTER	ALUMINUM ANGLE, RIVET - KAYAK MOUNT	\$12.47
218815	6/13/2017	Reim Copay	00675	COUSINS, RICHARD	REIMBURSE PHARMACY COPAY, LEOFF1 RETIREE	\$72.88
217754	6/14/2017	112-9674589-8330622	08811	AMAZON.COM	PAPER TOWELS	\$125.96
217751	6/14/2017	A47408	02405	SEBO'S DO-IT CENTER	FACILITY REPAIR ITEMS	\$7.79
218166	6/14/2017	U04816/1	00021	ACE HARDWARE	NOZZLE	\$7.80
217788	6/15/2017	113-0466986-5530604	08811	AMAZON.COM	USB FLASH DRIVES	\$40.29
217921	6/15/2017	170558	04831	T-SHIRTS BY DESIGN	WA PARK STAFF T-SHIRTS & HOODIES	\$706.34
217911	6/15/2017	8561 00058 30575	07231	HOME DEPOT	SPOTLIGHT, FLASHLIGHT, BATTERIES FOR WATER CREW	\$257.15
218184	6/15/2017	A48081	02405	SEBO'S DO-IT CENTER	RAT BAIT	\$21.68
217852	6/15/2017	U06982/1	00021	ACE HARDWARE	CABLE TIES, TWINE - BARK IN THE PARK	\$34.69
217908	6/16/2017	729704	00306	BAYSHORE OFFICE PRODUCTS INC	CHAIR	\$327.00
217906	6/16/2017	729859	00306	BAYSHORE OFFICE PRODUCTS INC	FACILITIES - CHAIR	\$249.43
217901	6/16/2017	A48416	02405	SEBO'S DO-IT CENTER	FACILITY PARTS	\$6.92
217902	6/16/2017	A48699	02405	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$32.91
217907	6/16/2017	A48769	02405	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$14.29
218167	6/16/2017	U08194/1	00021	ACE HARDWARE	GLOVES, BAGS	\$31.22
217853	6/16/2017	X50207	01023	FRONTIER BUILDING SUPPLY	SHOVEL - ACFL	\$21.87

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217913	6/17/2017	111-3598439-8133064	08811	AMAZON.COM	AAA BATTERIES	\$8.29
217910	6/17/2017	114-5003148-4473805	08811	AMAZON.COM	VIDEO ADAPTER CABLE	\$11.99
217912	6/17/2017	114-8167191-8623446	08811	AMAZON.COM	SHARPIE MARKERS	\$7.93
217914	6/17/2017	114-8572575-9747436	08811	AMAZON.COM	FLEXGRIP PENS	\$8.19
217872	6/17/2017	A49423	02405	SEBO'S DO-IT CENTER	PAINT, FASTENERS - BALLFIELDS	\$5.00
217968	6/19/2017	0172706-IN	06422	NURNBERG SCIENTIFIC	MFC BROTH, DPD, THERMOMETER & FILTERS	\$467.38
217956	6/19/2017	111-9719559-4269054	08811	AMAZON.COM	LYSOL DISINFECTING WIPES	\$8.27
217955	6/19/2017	112-1231728-3182625	08811	AMAZON.COM	HEFTY GARBAGE BAGS	\$11.98
218168	6/19/2017	112-558248-553142	08811	AMAZON.COM	PHONE HOLSTER	\$5.96
217957	6/19/2017	114-3543487-4971451	08811	AMAZON.COM	MR. CLEAN MAGIC ERASER	\$39.71
217954	6/19/2017	114-4485384-6546602	08811	AMAZON.COM	DUSTER REFILLS	\$12.88
217951	6/19/2017	2013009-102824621	01816	MUNICIPAL RESEARCH &	MRSC PUBLIC WORKS CONTRACTING WEBINAR - MATSON	\$35.00
217952	6/19/2017	2013009-102825462	01816	MUNICIPAL RESEARCH &	MRSC PUBLIC WORKS CONTRACTING WEBINAR - HUNT	\$35.00
217829	6/19/2017	94	09946	CASH & CARRY	CREAMER AND SUGAR	\$13.40
219210	6/19/2017	INV-11323	07844	NW COMMUNICATIONS, INC	RADIO GRANT; REMOVAL AND INSTALL	\$4,065.50
218007	6/20/2017	0172767-IN	06422	NURNBERG SCIENTIFIC	BUFFER	\$135.95
217967	6/20/2017	JAMAR-7399	08259	JAMAR TECHNOLOGIES, INC.	6 VOLT RECHARGEABLE BATTERY	\$227.05
218137	6/21/2017	001-372997	02109	PISTON SERVICE OF ANACORTES	TRUCK BED COATING, ZERO RUST YELLOW FOR FIBER PROJECT	\$67.81
218009	6/21/2017	102884694	10024	WASHINGTON FINANCE OFFICERS	CASH RECEIPTING CLASS - KERI KNAPP	\$125.00
217972	6/21/2017	44001355861	02342	SAFEWAY INC	SPRAY PARK GRAND OPENING	\$23.73
218003	6/21/2017	A51410	02405	SEBO'S DO-IT CENTER	DESK FAN	\$30.37
218186	6/21/2017	A51576	02405	SEBO'S DO-IT CENTER	FASTENERS - TABLES	\$7.00
218208	6/21/2017	A51628	02405	SEBO'S DO-IT CENTER	CABLE TIES	\$21.69
218187	6/21/2017	A51767	02405	SEBO'S DO-IT CENTER	FASTENERS, ROUNDUP - STORVIK	\$32.85
218152	6/22/2017	111-6750429-2017063	08811	AMAZON.COM	FACIAL TISSUES	\$11.37
218145	6/22/2017	111-7202657-9701024	08811	AMAZON.COM	PATROL SUPPLIES; RECHARGE BATTERY STICK	\$17.39
218006	6/22/2017	112-7914599-3796228	08811	AMAZON.COM	4000 80LB BUSINESS CARDS	\$87.80

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218138	6/22/2017	63652735889	09062	SHELL	GAS FOR FIRE DEPT/MUSEUM TRUCK	\$39.47
217986	6/22/2017	91001468727	02342	SAFEWAY INC	SURVIVOR CAMP SUPPLIES	\$145.24
218136	6/22/2017	A52224	02405	SEBO'S DO-IT CENTER	FACILITY PARTS	\$5.19
218135	6/22/2017	N367953	02123	PLATT ELECTRIC SUPPLY INC	OPS GENERATOR ITEMS	\$311.47
218169	6/22/2017	WAANA92262	00939	FASTENAL CO	CUTTING WHEEL	\$19.51
218143	6/23/2017	10936610	10184	US BANK	TAXI - VOGEL TRAINING IN CHICAGO	\$91.88
218151	6/23/2017	13710	07032	CODE 4 PUBLIC SAFETY EDUCATION	CODE 4 PUBLIC SAFETY EDUCATION	\$99.00
218255	6/23/2017	1387886	10184	US BANK	PARKING	\$84.71
218333	6/23/2017	170227	10544	CRALEY GROUP LIMITED	PURCHASE OF MICRO-DUCT SYSTEM	\$100,082.32
218147	6/23/2017	222409	10529	DITCH WITCH NORTHWEST	SHACKLES, 10K DUBLITE, 1 1/4 CARRO FOR FIBER PROJECT	\$103.42
218148	6/23/2017	222410	10529	DITCH WITCH NORTHWEST	DUBLITE FOR FIBER PROJECT	\$614.01
219140	6/23/2017	277670	01023	FRONTIER BUILDING SUPPLY	SHEETROCK, LUMBER, FASTENERS FOR FIBER ROOM BUILD @ LIBRARY	\$1,282.17
218909	6/23/2017	378504	10092	WALTER E NELSON CO	TRASH CANS - DANIELS FIELD	\$488.25
218197	6/23/2017	A52696	02405	SEBO'S DO-IT CENTER	KEY - ACFL	\$2.16
218199	6/23/2017	A52801	02405	SEBO'S DO-IT CENTER	SCREWDRIVER, CLAMP	\$11.97
218201	6/23/2017	A52848	02405	SEBO'S DO-IT CENTER	DRILL BIT	\$2.16
218081	6/24/2017	010761	10648	JOANN FABRIC & CRAFT	3RD OF JULY SUPPLIES	\$57.42
219139	6/24/2017	15014	01530	LAKE SIDE INDUSTRIES, INC.	CRUSHED ROCK FOR FIBER PROJECT	\$324.69
218141	6/24/2017	S103526397	01057	GEMPLER'S INC	GARBAGE PICK UP TOOL	\$35.65
218258	6/26/2017	044574	10650	PUBLISHER SPOTLIGHT	BOOKS	\$15.00
218257	6/26/2017	097357	10649	ABRAMS	BOOKS	\$20.00
218256	6/26/2017	1615420892	02816	UNITED STATES POSTMASTER	LIBRARY POSTAGE	\$51.30
218261	6/26/2017	1615620013	02816	UNITED STATES POSTMASTER	LIBRARY POSTAGE	\$67.61
218406	6/26/2017	8061	10639	CASCADE STONE SUPPLY	STEPPING STONES - STORVIK	\$92.77
218203	6/26/2017	A55523	02405	SEBO'S DO-IT CENTER	WHITE MARKING PAINT - BALLFIELDS	\$6.50
219211	6/26/2017	INV-11192	07844	NW COMMUNICATIONS, INC	RADIO GRANT; REMOVAL AND INSTALL RADIO	\$3,673.81
218170	6/26/2017	J46865	01023	FRONTIER BUILDING SUPPLY	LUMBER - WA PARK TABLES	\$192.91
218171	6/26/2017	J47019	01023	FRONTIER BUILDING SUPPLY	PLYWOOD, LUMBER - KIDS R BEST FEST	\$160.03
218259	6/26/2017	June 26	10651	QUARTO PUBLISHING	BOOK	\$25.00
218254	6/26/2017	U35954/1	00021	ACE HARDWARE	FLAGGING TAPE, SANDWICH BAGS - WP USE	\$38.99
218204	6/27/2017	A55888	02405	SEBO'S DO-IT CENTER	PAINT BRUSH - GRAFFITI	\$17.56
218206	6/27/2017	A55970	02405	SEBO'S DO-IT CENTER	SANDING WHEEL	\$5.96
218292	6/27/2017	A56154	02405	SEBO'S DO-IT CENTER	FASTENERS FOR FIBER PROJECT	\$7.80
218293	6/27/2017	A56259	02405	SEBO'S DO-IT CENTER	10" REGULAR PATTERN SNIP FOR FIBER PROJECT	\$20.39
218297	6/27/2017	A56349	02405	SEBO'S DO-IT CENTER	DRILL BIT SET, TOOLS FOR FIBER PROJECT	\$23.18
218358	6/27/2017	ALA 2017	10184	US BANK	LODGING ALA CONFERENCE	\$1,019.04
218359	6/27/2017	ALA 2017	10184	US BANK	Inf:SWISSOTEL-SWISSOTEL CHICAGO	\$13.59

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218355	6/27/2017	ALA2017	10184	US BANK	LODGING ALA CONFERENCE 6/23-27	\$1,019.04
218291	6/27/2017	J47355	01023	FRONTIER BUILDING SUPPLY	COMB BLADES FOR FIBER PROJECT	\$25.15
219146	6/27/2017	S8294495.001	10666	CONSOLIDATED SUPPLY CO.	10" & 8" FIELD-LOK TYTON 350 GSKT ONLY FOR M AVE WATERLINE PROJECT	\$3,468.53
218407	6/27/2017	WAANA92398	00939	FASTENAL CO	FASTENERS FOR TABLES	\$22.50
218615	6/28/2017	0173168-IN	06422	NURNBERG SCIENTIFIC	MFC BROTH ROSOLIC ACID	\$155.92
218900	6/28/2017	114-5478983	04834	UNITED SITE SERVICES, INC	Portable toilet rental - Thompson Trail	\$169.17
218356	6/28/2017	A56599	02405	SEBO'S DO-IT CENTER	FACILITY REPAIR ITEMS	\$32.09
218357	6/28/2017	A56687	02405	SEBO'S DO-IT CENTER	FACILITY REPAIR ITEMS	\$28.22
218412	6/28/2017	A56730	02405	SEBO'S DO-IT CENTER	IRRIGATION SUPPLIES	\$5.56
218876	6/28/2017	DNR Lease 61580	03888	FEDEX	DNR R&S CONSENT TO SUBLEASE	\$23.66
219208	6/28/2017	IN1142797	07823	MUNICIPAL EMERGENCY SERVICES	FIT TEST ADAPTER (GRANT)	\$64.81
218411	6/28/2017	J47655	01023	FRONTIER BUILDING SUPPLY	LUMBER - PICNIC TABLES	\$254.04
219003	6/29/2017	0112488	06543	PACIFIC TIRE COMPANY, INC	SERVICE FOR VEH #511	\$180.11
219002	6/29/2017	0112489	06543	PACIFIC TIRE COMPANY, INC	SERVICE FOR VEH #510	\$60.76
218616	6/29/2017	0173205-IN	06422	NURNBERG SCIENTIFIC	CHLORINE TOTAL DPD 10 ML 1000PK	\$209.71
218614	6/29/2017	10001924002	02342	SAFEWAY INC	KRBF SUPPLIES	\$18.63
218636	6/29/2017	112-4873448-0170658	08811	AMAZON.COM	SCAN TOOL FOR SHOP	\$55.62
218928	6/29/2017	114-2228199-0353826	08811	AMAZON.COM	WALL MOUNTED ELECTRIC FAN	\$173.25
219092	6/29/2017	1490719	03100	WOOD'S LOGGING SUPPLY	PARTS FOR VEH #176 & #179	\$1,280.85
218635	6/29/2017	1Ws6-ytd8	10641	EASYAUTHCODES.COM	UNLOCK CODE PROGRAMMING FOR PROPANE CONVERSION	\$40.00
218620	6/29/2017	5403640176	02816	UNITED STATES POSTMASTER	PASSPORT POSTAGE	\$99.75
218639	6/29/2017	56001216164	02342	SAFEWAY INC	SURVIVOR CAMP SUPPLIES	\$15.66
218619	6/29/2017	A57409	02405	SEBO'S DO-IT CENTER	FACILITY REPAIR ITEMS	\$15.17
218413	6/29/2017	A57528	02405	SEBO'S DO-IT CENTER	CABLE TIES - BALLFIELDS	\$13.01
218637	6/29/2017	J61059	01023	FRONTIER BUILDING SUPPLY	STANLEY BLADES, DRYWALL SCREWS, STUDS FOR FIBER PROJECT	\$21.59
218405	6/29/2017	U45907/1	00021	ACE HARDWARE	REC SUPPLIES	\$93.70
218409	6/29/2017	WAANA92463	00939	FASTENAL CO	MISC. FASTENERS - BACKSTOP PADS	\$113.90
218410	6/29/2017	WAANA92478	00939	FASTENAL CO	FASTENERS - BACK STOP PADS	\$96.34
218630	6/30/2017	00001744	10346	IMPORTED P CARD TRANSACTION	PARKING SIDNEY DAYS EVENT	\$20.00
219174	6/30/2017	010976	00930	SKIDMORE PHARMACY INC.	LEOFF1 PHARMACY COPAYS	\$63.55
219127	6/30/2017	0173	02468	SKAGIT COUNTY SOLID WASTE FUND	JUNE TONNAGE HAULED	\$73,396.40
219109	6/30/2017	1-553643	00789	DIAMOND RENTALS INC.	2 PORTABLE TOILETS - 4TH OF JULY PARADE	\$160.00

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218950	6/30/2017	114-5497102	04834	UNITED SITE SERVICES, INC	TEMPORARY PORTABLE TOILETS IN	\$896.69
218902	6/30/2017	114-5497400	04834	UNITED SITE SERVICES, INC	Portable toilet rental - Cemetery	\$106.09
218903	6/30/2017	114-5497402	04834	UNITED SITE SERVICES, INC	Portable toilet rental - WA Pk Loop #1	\$71.84
218904	6/30/2017	114-5497404q	04834	UNITED SITE SERVICES, INC	Portable toilet rental - Ace of Hearts	\$95.79
218905	6/30/2017	114-5497460	04834	UNITED SITE SERVICES, INC	Portable toilet rental - WA Pk - Loop 2	\$93.00
218906	6/30/2017	114-5497501	04834	UNITED SITE SERVICES, INC	Portable toilet rental - Edwards Way	\$105.56
218907	6/30/2017	114-5497544	04834	UNITED SITE SERVICES, INC	PORTABLE TOILET RENTAL - WA PARK PLAYGROUND	\$388.38
219112	6/30/2017	1144	02473	SKAGIT COUNCIL OF GOVERNMENTS	SCOG ADMIN SRVS CHARGES	\$995.68
218941	6/30/2017	11974	00148	ANACORTES CHAMBER OF COMMERCE	CHAMBER SOUTH COMMERCIAL BANNERS	\$5,935.84
219048	6/30/2017	1422-U05	00369	BLYTHE PLUMBING & HEATING INC	FILTER REPLACEMENT	\$456.79
218415	6/30/2017	14879	02670	SUNLAND BARK & TOPSOILS	RED BARK	\$631.47
219187	6/30/2017	205438	07524	WIDENER & ASSOCIATES	GUEMES TRAIL EXTENSION - ENV COMPLIANCE REVIEW - JUNE 2017	\$260.40
219143	6/30/2017	205439	07524	WIDENER & ASSOCIATES	WWTP OUTFALL REPAIR PERMITTING - JUNE 2017	\$9,942.80
219063	6/30/2017	3091008593	04296	LEXISNEXIS	LEGAL LEBRARY SUBSCRIPTION JUNE 2017	\$278.85
218617	6/30/2017	314683239	01165	HACH COMPANY	SAMPLER BATTERY 12V LEAD ACID 3 PIN	\$532.09
219006	6/30/2017	32	00424	BUBBA SUDZ CAR WASH, INC.	JUNE CAR WASHES- 12	\$108.00
219087	6/30/2017	52978/2	06246	H.B. JAEGER	PLUMBING SUPPLIES FOR NEW SCREENS	\$105.82
219193	6/30/2017	7658	01986	ORCA INFORMATION, INC	BACKGROUND CHECK, JACOB LELAND, POLICE	\$27.00
218940	6/30/2017	78024705	02154	150-PRAXAIR DISRIBUTION INC	CYLINDER RENTAL	\$161.12
218629	6/30/2017	801531221AWOPT	09222	WASHINGTON STATE FERRIES	Inf:COMMUTER TRANSPORT/FERRY-WSFERRIES-ANACORTES	\$19.45
218627	6/30/2017	A58228	02405	SEBO'S DO-IT CENTER	IT USE ITEMS	\$20.59
218987	6/30/2017	INV00244922	10661	SMARSH	TEXT ARCHIVING SOFTWARE	\$716.00
218866	6/30/2017	LBG12263610	00125	AMERICAN PLANNING ASSOCIATION	APA MEMBERSHIP LBG	\$150.00
218608	6/30/2017	Ref#22001924480	00244	ASSOCIATION OF WASHINGTON	AWC MINI GRANT PURCHASE DUE BY JULY 1	\$165.00
219056	7/1/2017	1388119-0043-8	02997	WASTE MANAGEMENT	JUNE 2017 CONTRACTED SERVICES	\$100,628.95
219141	7/1/2017	2017-1658	10301	GONZALES LANDSCAPING &	LANDSCAPE MAINTENANCE - JULY 2017	\$5,425.00
219005	7/1/2017	297	06414	BLUE COW CARWASH	26 CAR WASHES- MAY & JUNE	\$234.00
218414	7/1/2017	A58877	02405	SEBO'S DO-IT CENTER	PROTECTIVE GLASSES - DAVE O.	\$32.50
218631	7/1/2017	xxxxx13	10346	IMPORTED P CARD TRANSACTION	Inf:COMMUTER TRANSPORT/FERRY-WSFERRIES-SIDNEY	\$19.45
218632	7/1/2017	xxxxx14	10346	IMPORTED P CARD TRANSACTION	Inf:OTHER HOTELS-THE SIDNEY PIER HOTEL	\$6.94

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218633	7/1/2017	xxxxx15	10346	IMPORTED P CARD TRANSACTION	Inf:OTHER HOTELS-THE SIDNEY PIER HOTEL	\$177.14
218640	7/3/2017	103086651	10024	WASHINGTON FINANCE OFFICERS	WA FINANCE OFFCRS ASSOC CONFERENCE MILES STEFFEN	\$750.00
218643	7/3/2017	113-8627437-6303418	08811	AMAZON.COM	BATTERIES	\$9.44
218990	7/3/2017	1174035	02681	SURETY PEST CONTROL	MONTHLY PEST CONTROL- OPS	\$48.83
218734	7/3/2017	17-030-PLN-005	00645	CONSTRUCTION UNLIMITED INC	RETAINAGE RELEASE	\$825.00
218519	7/3/2017	3658	10533	KENNELLY KEYS MUSIC	RENTAL OF SOUND SYSTEM FOR JULY 3	\$100.00
218642	7/3/2017	36772 6	00408	MARKET LLC, THE	4TH OF JULY	\$91.12
218644	7/3/2017	580845	10278	RITE AID	4TH OF JULY	\$25.00
219091	7/3/2017	74000	00003	A-1 MOBILE LOCK AND KEY, INC.	HEART OF ANACORTES KEYS REPLACED	\$62.39
218638	7/3/2017	J61729	01023	FRONTIER BUILDING SUPPLY	INSULATION FOR FIBER ROOM @ LIBRARY	\$66.26
218913	7/3/2017	WAANA92528	00939	FASTENAL CO	FASTENERS - BALLFIELD MATS	\$14.78
219119	7/5/2017	007845909	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM VEST; NEW OFC DILLS	\$813.75
219110	7/5/2017	1706189	04831	T-SHIRTS BY DESIGN	WRESTLING CAMP T-SHIRTS	\$197.47
219130	7/5/2017	2017-0842	02454	ISLAND SASH & DOOR	INSTALL NEW WINDOWS AT ANACORTES CITY HALL	\$21,363.44
219131	7/5/2017	57020	00592	CODE PUBLISHING INC	CODIFICATION SERVICES	\$1,505.33
218700	7/5/2017	64668	09871	ELECTRO-CHEMICAL DEVICES, INC	ELECTROLYTE REFIL KIT TCL2	\$116.37
218701	7/5/2017	ANpZACZ8	10641	EASYAUTHCODES.COM	AUTH CODE TO UNLOCK PROPANE CONVERSION ON VEHICLE	\$40.00
218702	7/5/2017	iqiNBatZZ	10641	EASYAUTHCODES.COM	UNLCOK AUTH CODE FOR PROPANE CONVERSION ON VEHICLE	\$40.00
219049	7/5/2017	S3573595.00	03896	BUILDERS' HARDWARE & SUPPLY	FACILITY LOCK AND KEY ITEMS	\$320.94
218998	7/5/2017	S6-2249335	05774	SEATTLE AUTOMOTIVE	PARTS FOR VEH #155	\$289.34
218699	7/5/2017	V39722/1	00021	ACE HARDWARE	MEMO BOOK, CORRECTION FLUID - WP	\$21.87
219115	7/6/2017	00748613	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM SWEATER; RECORDS SUPPORT BEYER	\$66.83
218703	7/6/2017	112-0166309-4340227	08811	AMAZON.COM	GATORADE - ART DASH	\$73.16
218782	7/6/2017	112-1064603-1003433	08811	AMAZON.COM	PATROL SUPPLIES; K9 T-BONE FOOD	\$54.24
218785	7/6/2017	1664	09986	SIGNDOG NW	UPDATE FIREWORK BANNER & PRICE MAGNETIC SIGNS	\$75.95
219050	7/6/2017	212296	10626	BAY CITY SUPPLY	FACILITY SUPPLIES	\$144.79
219123	7/6/2017	2503050001	00080	ALLIED ELECTRONICS INC	HOOR METERS	\$52.07
219088	7/6/2017	303445	02839	USA BLUE BOOK	LABSOLUTIONS POWDER DETERGENT	\$310.53
218997	7/6/2017	41600233633	02909	LES SCHWAB TIRE CENTERS	ALIGNMENT FOR VEH #155	\$86.75
218784	7/6/2017	A61817	02405	SEBO'S DO-IT CENTER	DRILL BIT SET FOR FIBER PROJECT	\$3.26

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218783	7/6/2017	A61832	02405	SEBO'S DO-IT CENTER	OFFICE SUPPLIES - LIBRARY	\$36.87
218944	7/6/2017	A61910	02405	SEBO'S DO-IT CENTER	KEY TAG RACK, SCRUB SPONGES - WA PARK	\$34.33
218943	7/6/2017	A61954	02405	SEBO'S DO-IT CENTER	BYPASS PRUNER	\$17.35
218951	7/6/2017	I17008701	02930	WASHINGTON STATE PATROL	BACKGROUND CHECK - BATEMAN	\$12.00
219171	7/6/2017	I4556685	01004	HD FOWLER COMPANY INC	MASTER METER FIRE HYDRANT - CUBIC FEET	\$1,601.68
218781	7/6/2017	IN STORE PURCHASE	04308	COSTCO WHOLESALE CORPORATION	PATROL SUPPLIES; COFFEE PODS	\$119.97
219220	7/6/2017	LTAC 1706	05726	STOUGHTON, MARY	LTAC HEART CLEANING JUNE 2017	\$217.60
219209	7/6/2017	WAMO141398	00939	FASTENAL CO	PARTICULATE FILTERS-RESPIRATORS	\$233.32
219125	7/6/2017	WAMO141403	00939	FASTENAL CO	SAFETY LADDER STICKER	\$34.37
218986	7/7/2017	001-374543	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #179	\$42.48
219008	7/7/2017	001-374584	02109	PISTON SERVICE OF ANACORTES	TRAILER BALL	\$19.02
218856	7/7/2017	0173328+IN	06422	NURNBERG SCIENTIFIC	THERMOMETER	\$68.48
219212	7/7/2017	0474924-IN	01839	NATIONAL SAFETY INC	PPE: DUST MASKS, HEAD MUFF, EAR PLUGS,	\$315.95
218862	7/7/2017	113-7252825-5256264	08811	AMAZON.COM	REPLACEMENT BADGE EMBLEM NAME PLATE- VEH #100	\$22.99
218861	7/7/2017	113-9457541-4625861	08811	AMAZON.COM	STEEL SHOVEL HOLDER- VEH #176	\$127.44
219047	7/7/2017	220013286525	02192	PUGET SOUND ENERGY	HEART OF ANACORTES 6/6-7/6	\$30.25
218853	7/7/2017	300176250	01443	KCDA PURCHASING COOPERATIVE	LASER COPY PAPER - APD	\$15.75
219135	7/7/2017	3327161	00717	DAILY JOURNAL OF COMMERCE	LIBRARY REBRANDING RFP ADVERTISEMENT	\$50.60
219219	7/7/2017	730382	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$214.83
219168	7/7/2017	747218	00524	CENTRAL WELDING SUPPLY CO, INC	FILTERS / RESPIRATOR FOR OPS. REMODEL	\$227.76
218978	7/7/2017	7887	02405	SEBO'S DO-IT CENTER	PARTS FOR SHOP & VEH #179	\$29.80
218984	7/7/2017	7889	02405	SEBO'S DO-IT CENTER	PARTS FOR VEH #179	\$26.73
219045	7/7/2017	81013	00369	BLYTHE PLUMBING & HEATING INC	WTP REPAIRS	\$4,378.20
218915	7/7/2017	A62293	02405	SEBO'S DO-IT CENTER	BALL VALVE, BRASS NIPPLE, ADAPTER -	\$30.89
218945	7/7/2017	A62544	02405	SEBO'S DO-IT CENTER	KEYS CUT	\$36.26
219136	7/7/2017	AN 51865	00524	CENTRAL WELDING SUPPLY CO, INC	RESPIRATOR FILTERS FOR FIBER PROJECT	\$227.76
218914	7/7/2017	J62864	01023	FRONTIER BUILDING SUPPLY	UTILITY KNIFE, TIE DOWN, BULK CANISTER	\$77.36
218854	7/7/2017	V40824/1	00021	ACE HARDWARE	LIBRARY ITEMS	\$21.69
219169	7/8/2017	17713	01530	LAKESIDE INDUSTRIES, INC.	ROCK 5/8 & 3/4 FOR STREET	\$342.38
218916	7/8/2017	A62423	02405	SEBO'S DO-IT CENTER	SOD CUTTER RENTAL - BALLFIELDS	\$55.61
219013	7/10/2017	001-374732	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #410	\$19.89
219062	7/10/2017	00292353	07378	MUNICIPAL CODE CORPORATION	ANNUAL WEB HOSTING FOR JULY 2017	\$80.00
219007	7/10/2017	044316	10278	RITE AID	SAILING SUPPLIES - EXPOS	\$18.97

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219199	7/10/2017	1285093385	06742	ATKINSON DMD, BRANDON L.	DENTAL SERVICES, RICHARD COUSINS, LEOFF1 RETIREE	\$159.00
219182	7/10/2017	300000003909	02192	PUGET SOUND ENERGY	ENERGY BILL FOR WWTP	\$16,240.25
219200	7/10/2017	300000006290	02192	PUGET SOUND ENERGY	ELECTRICITY - MUSEUM VENUES	\$169.58
218994	7/10/2017	7717	00180	ANACORTES TOWING LLC	TOWING; APD CASE #17-A05102	\$162.75
218996	7/10/2017	8498 30 017 0490698	04412	COMCAST	CITY HALL INTERNET CONNECTION 7/20-8/19/17	\$186.12
218995	7/10/2017	8498 30 030 0111230	04412	COMCAST	WTP 14489 RIVER BEND RD. - 7/19-8/18/17	\$231.37
218981	7/11/2017	001-374877	02109	PISTON SERVICE OF ANACORTES	SUPPLIES FOR SHOP	\$94.88
219011	7/11/2017	001-374880	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #704	\$12.84
218980	7/11/2017	001-374884	02109	PISTON SERVICE OF ANACORTES	SUPPLY FOR SHOP #159	\$10.08
218985	7/11/2017	001-374954	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #157	\$18.41
219114	7/11/2017	007873339	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM PANT; CHIEF SMALL	\$56.41
219001	7/11/2017	0112490	06543	PACIFIC TIRE COMPANY, INC	SERVICE ON VEH #514	\$180.11
219120	7/11/2017	111-4487056- 9809856	08811	AMAZON.COM	SPEARS PIPE FITTINGS	\$58.23
219107	7/11/2017	114-5507963	04834	UNITED SITE SERVICES, INC	TOILET RENTAL FOR BARGE ON 4TH OF JULY	\$118.55
218982	7/11/2017	114892	01022	FRONTIER FORD	PART FOR VEH #157	\$35.59
219046	7/11/2017	1172215	02681	SURETY PEST CONTROL	PEST CONTROL CITY HALL	\$43.40
218935	7/11/2017	170420162120158	10654	VAN WEY, CRAIG	REFUND CANCELLED CAMPING RESERVATION,	\$226.00
219216	7/11/2017	210373B	10626	BAY CITY SUPPLY	FACILITY SUPPLIES	\$65.10
218989	7/11/2017	275149	09522	U.S. MOWER	PART FOR VEH #704	\$18.05
219134	7/11/2017	279758	01023	FRONTIER BUILDING SUPPLY	MATERIALS FOR FIBER ROOM BUILD @ LIBRARY	\$36.61
218979	7/11/2017	8221	02405	SEBO'S DO-IT CENTER	SUPPLIES FOR SHOP	\$52.68
219017	7/11/2017	8498 30 017 0464628	04412	COMCAST	WA PARK INTERNET SERVICE - 7/21-8/20/17	\$96.12
218919	7/11/2017	A64895	02405	SEBO'S DO-IT CENTER	PVC COUPLING, FASTENERS - CEMETERY	\$7.35
218921	7/11/2017	A65027	02405	SEBO'S DO-IT CENTER	COUPLING - STORVIK	\$11.92
218973	7/11/2017	A65152	02405	SEBO'S DO-IT CENTER	SUPPLIES FOR SHOP	\$61.91
218974	7/11/2017	A65452	02405	SEBO'S DO-IT CENTER	PAINT MIXER, PAIL FOR FIBER PROJECT	\$15.82
218910	7/11/2017	DEPOT-46621	09864	DOG WASTE DEPOT	DOG WASTE BAGS (20 CASES)	\$1,199.80
218967	7/11/2017	J63869	01023	FRONTIER BUILDING SUPPLY	1 1/4" SR PH SELF TAP FOR FIBER ROOM BUILD @ LIBRARY	\$8.46
218912	7/11/2017	ORDERS8003115	01886	NORTH COAST ELECTRIC	TECH CONNECT SOFTWARE SUPPORTS	\$8,224.81
218970	7/11/2017	OWTP1 Jordan Davis	10658	CALIFORNIA STATE UNIVERSITY	COURSE PACKAGE OWTP1	\$113.00
218885	7/11/2017	refundfoilWAPark	10652	FOIL, JON	REFUND CAMPING FEES LESS FEES	\$58.00

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219015	7/12/2017	0112905	06543	PACIFIC TIRE COMPANY, INC	PARTS FOR SHOP STOCK	\$984.15
218993	7/12/2017	071217	00955	FIDALGO CLEANING	CLEANING & SUPPLIES	\$700.00
218977	7/12/2017	111-4623980-1561864	08811	AMAZON.COM	POWER STRIP	\$10.49
219032	7/12/2017	112-8579144-6599406	08811	AMAZON.COM	STAINLESS STEEL BIRD SPIKES	\$399.00
219040	7/12/2017	149555	10346	IMPORTED P CARD TRANSACTION	ART DASH T-SHIRTS	\$1,000.00
218946	7/12/2017	17020318570213	10657	KELLER, DAVID	REFUND CAMPING, LESS FEES	\$116.00
218949	7/12/2017	170641	04831	T-SHIRTS BY DESIGN	T=SHIRT FLAG FOOTBALL	\$9.22
219180	7/12/2017	2017-7536	04403	PUBLIC SAFETY TESTING INC	POLICE & FIRE CIVIL SERVICE TESTING	\$600.00
219138	7/12/2017	2500	08501	COASTAL FARM &	4" SNGL SNATCH BLOCK FOR FIBER PROJECT	\$27.16
219014	7/12/2017	279941	01023	FRONTIER BUILDING SUPPLY	SUPPLIES FOR STREET DEPT	\$69.87
219227	7/12/2017	3018685966	09284	IDEXX DISTRIBUTION INC	COLILERT MEDIA - LAB SUPPLIES	\$1,734.83
219098	7/12/2017	460759	02353	SAN JUAN LANES	PEE WEE BOWLERS FEE & SHOE RENTAL	\$202.90
219170	7/12/2017	53027/2	06246	H.B. JAEGER	PVC SEWER PIPE GSK	\$461.08
219106	7/12/2017	6783	02144	WEST MARINE PRODUCTS, INC	HAND HELD VHF RADIOS	\$256.02
219133	7/12/2017	76950	02478	SKAGIT RIVER STEEL &	TUBES, PIPE FOR FIBER PROJECT	\$120.52
218976	7/12/2017	8163CCC	09217	HAM RADIO OUTLET	TRANSCEIVER AND PARTS FOR EOC HAM RADIO	\$1,555.80
219207	7/12/2017	82558729	09185	BOUND TREE MEDICAL, LLC	PHARMACEUTICALS	\$97.90
219104	7/12/2017	88592	05523	PACIFIC POWER BATTERIES	ASSORTED BATTERIES	\$147.99
219000	7/12/2017	9021	08552	LITTLE CAESARS PIZZA	PIZZA FOR KIDS NIGHT OUT	\$56.41
219121	7/12/2017	920677/1	00021	ACE HARDWARE	WALL REPAIR PATCH KIT	\$9.75
219038	7/12/2017	A65863	02405	SEBO'S DO-IT CENTER	SUPPLIES FOR SHOP	\$131.49
219009	7/12/2017	A66116	02405	SEBO'S DO-IT CENTER	CAUSLAND IRRIGATION SUPPLIES	\$12.90
218942	7/12/2017	donuthouse	10184	US BANK	DONUTS FOR KIDS R BEST FEST	\$14.40
219034	7/12/2017	J64419	01023	FRONTIER BUILDING SUPPLY	REBAR - DEPOT	\$5.29
219037	7/12/2017	Membership	08811	AMAZON.COM	CONTINUITY SUBSCRIPTION-AMAZONPRIME MEMBERSHIP	\$11.92
219035	7/12/2017	xxxxx11	10346	IMPORTED P CARD TRANSACTION	Inf:HARDWARE STORES-ANACORTES HENERY HARDWAR	\$3.81
219081	7/12/2017	xxxxx9	10346	IMPORTED P CARD TRANSACTION	Inf:AUTOMOTIVE PARTS,ACCESSO-PISTON SVC OF ANACORTE	\$29.03
219116	7/13/2017	1059031	02519	SKAGIT PUBLISHING LLC	PUBLISH AA-1641971 AA-1642543	\$101.50
219033	7/13/2017	112-9284637-9547411	08811	AMAZON.COM	NOTEPAD PADDING ADHESIVE - APD	\$7.99
219082	7/13/2017	16154	09740	DUMAS BAY CNTR	LODGING - DUMAS LIBRARY DIRECTOR'S MEETING 7/12-14	\$66.65
218983	7/13/2017	170220142620679	10660	WOOLWINE, PHYLLIS	CAMPING REFUND - 5 SITES 2-3 DAYS EACH	\$199.00
219099	7/13/2017	188098	00950	FIDALGO COFFEE ROASTERS	10 LBS. COFFEE 7/13	\$93.00

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218992	7/13/2017	1990255984	06718	ARAMARK	NYLON MATS CLEANED	\$16.28
219043	7/13/2017	1990255992	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$66.81
219197	7/13/2017	2509618	02342	SAFEWAY INC	PAPER PLATES, WELLNESS	\$13.01
219004	7/13/2017	33001216575	02342	SAFEWAY INC	KIDS NIGHT OUT SUPPLIES	\$26.17
219085	7/13/2017	41600234534	02909	LES SCHWAB TIRE CENTERS	REPAIR FLAT DUE TO NAIL	\$18.45
219086	7/13/2017	552696	01765	MISTER T'S AWARDS &	2017 WINNER ENGRAVING	\$22.79
218656	7/13/2017	60139	00124	AMERICAN DISTRIBUTING COMPANY	LIGNIN FOR DUST CONTROL - 9,000	\$7,242.38
219222	7/13/2017	732400	00306	BAYSHORE OFFICE PRODUCTS INC	CALCULATORS	\$42.70
219137	7/13/2017	8397	02405	SEBO'S DO-IT CENTER	HARDWARE SUPPLIES FOR FIBER PROJECT	\$6.44
219036	7/13/2017	8585569	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM BOOTS; OFC DOTZAUER	\$173.60
219122	7/13/2017	86405	07368	THE HOSE SHOP, INC	COUPLER/TIP	\$67.44
219113	7/13/2017	97880000001	00494	CASCADE NATURAL GAS CORP.	STA 3: 6/14 - 7/10	\$15.98
219044	7/13/2017	99103969	01351	RICOH USA, INC	S/N C32029555 CITY HALL COPIER 3RD 7/1-7/31/17	\$377.30
218991	7/13/2017	cs- PamelaTango	05274	GOOD, PAMELA	PAYMENT FOR WINTER SPRING TANGO INSTRUCTOR	\$1,397.55
219010	7/13/2017	css-SABA football	03614	AHS SEAHAWK SABA FOOTBALL	CONTRACTED SERVICE FOR AHS FOOTBALL	\$446.61
219083	7/13/2017	J64948	01023	FRONTIER BUILDING SUPPLY	BEADEX MUDLITE FOR FIBER ROOM BUILD @ LIBRARY	\$18.26
219214	7/13/2017	LTAC Reimburse Museu	03996	ANACORTES MUSEUM FOUNDATION	LTAC REIMBURSE MUSEUM ADVERTISING	\$4,450.00
219076	7/13/2017	N514080	02123	PLATT ELECTRIC SUPPLY INC	APD KEY PAD WIRING ITEMS	\$110.39
219079	7/13/2017	xxxxx1	10346	IMPORTED P CARD TRANSACTION	Inf:HARDWARE STORES-ANACORTES HENERY HARDWAR	\$28.17
219084	7/13/2017	xxxxx4	10346	IMPORTED P CARD TRANSACTION	Inf:COMMERCIAL PHOTOGRAPHY-RACEPRINTZ	\$800.00
219080	7/13/2017	xxxxx6	10346	IMPORTED P CARD TRANSACTION	Inf:HOME SUPPLY WAREHOUSE STORES-LOWES #00035*	\$24.15
219158	7/14/2017	055154	04308	COSTCO WHOLESALE CORPORATION	BREAKROOM SUPPLIES	\$9.49
219111	7/14/2017	170205161605530	10230	CHEN, BRYAN	REFUND CAMPING RESERVATION	\$37.00
219093	7/14/2017	280199	01023	FRONTIER BUILDING SUPPLY	SUPPLIES FOR SHOP UPGRADES	\$23.59
219094	7/14/2017	280229	01023	FRONTIER BUILDING SUPPLY	SUPPLIES FOR SHOP UPGRADES	\$20.53
219124	7/14/2017	3723	00719	DALCO INC	NOZZLE/NIPPLE	\$64.09
219132	7/14/2017	57089	00592	CODE PUBLISHING INC	CODIFICATION SERVICES - 5/26/17 UPDATE	\$190.53
219215	7/14/2017	732636	00306	BAYSHORE OFFICE PRODUCTS INC	FACILITY ITEMS	\$214.83
219052	7/14/2017	8428	02405	SEBO'S DO-IT CENTER	SUPPLIES FOR SHOP	\$61.54

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219160	7/14/2017	A67094	02405	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$20.60
219164	7/14/2017	J65104	01023	FRONTIER BUILDING SUPPLY	SUPPLIES FOR OPERATIONS SHOP REMODEL PROJECT	\$61.43
219226	7/14/2017	WAANA92822	00939	FASTENAL CO	NUTS, BOLTS, WASHERS, BUSHINGS AND PIPE	\$134.21
219221	7/14/2017	WAANA92823	00939	FASTENAL CO	NITRILE GLOVES XXL - 2 CASES	\$295.12
219159	7/14/2017	xxxxx10	10346	IMPORTED P CARD TRANSACTION	Inf:HARDWARE STORES-ANACORTES HENERY HARDWAR	\$30.36
219157	7/14/2017	xxxxx4	10346	IMPORTED P CARD TRANSACTION	Inf:HARDWARE STORES-ANACORTES HENERY HARDWAR	\$11.92
219161	7/14/2017	xxxxx7	10346	IMPORTED P CARD TRANSACTION	Inf:HOME SUPPLY WAREHOUSE STORES-LOWES #00035*	\$8.67
219118	7/15/2017	00005W5A83287	02817	UNITED PARCEL SERVICE	UPS SHIPPING CHARGES; WEEK END 7-15-17	\$7.70
219166	7/15/2017	113-6191882-6853035	08811	AMAZON.COM	MAGNETIC HOOKS	\$23.96
219165	7/15/2017	44918/1	00021	ACE HARDWARE	SLIP LINER AND ANTI OXIDANT GUARD	\$40.98
219185	7/17/2017	001-375469	02109	PISTON SERVICE OF ANACORTES	10MM ALLEN SOCKET - PS5	\$21.34
219117	7/17/2017	007846831	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM GLOVES; OFC WAKEFIELD	\$59.89
219105	7/17/2017	190-1840-00	00147	ANACORTES, CITY OF	WWTP UTILITY BILLING	\$5,394.47
219061	7/17/2017	2734	08957	WASHINGTON ASSOCIATION OF	PUBLIC RECORDS OFFICER ASSOCIATION DUES	\$25.00
219089	7/17/2017	279756	01023	FRONTIER BUILDING SUPPLY	ITEMS FOR ROTARY BALL FIELDS	\$25.14
219103	7/17/2017	732430	00306	BAYSHORE OFFICE PRODUCTS INC	CERTIFICATE HOLDERS FOR PARADE WINNERS	\$35.28
219128	7/17/2017	792107900	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$74.69
219189	7/17/2017	8691	02405	SEBO'S DO-IT CENTER	FASTENERS FOR FIBER PROJECT	\$7.07
219145	7/17/2017	COA0717	09183	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING JUNE	\$3,608.37
219191	7/17/2017	N527554	02123	PLATT ELECTRIC SUPPLY INC	ELECTRONIC SCREWDRIVER (4 IN 1) AND	\$201.57
219090	7/17/2017	reimb	10664	PURSLEY, REBECCA	REIMBURSEMENT RETURNED BOOK	\$15.00
219142	7/17/2017	Roeder	02465	SKAGIT COUNTY AUDITOR'S OFFICE	LIEN ROEDER 3116 V PLACE	\$35.00
219188	7/17/2017	Z168155	02123	PLATT ELECTRIC SUPPLY INC	6V LIGHT BULBS FOR CONTROL PANELS	\$123.91
219172	7/18/2017	052-0010-00 June	00147	ANACORTES, CITY OF	WATER/SEWER/GARBAGE OPERATIONS, JUNE	\$957.23
219178	7/18/2017	0605554	08219	ANTHONY'S RESTAURANT	SISTER CITY TOWN OF SIDNEY MAYOR AND TOWN CRIER LUNCH	\$146.02
219206	7/18/2017	1990263106	06718	ARAMARK	LAUNDRY SERVICE-WTP	\$71.46
219195	7/18/2017	366561 & 366563	02896	VISA	HOTEL ROOM FOR MAYOR AND COUNCILMEMBER WASH DC	\$398.28
219176	7/18/2017	3812191-1	05765	ADRIFT	SISTER CITY VISIT FOR FOURTH OF JULY EVENTS	\$181.24
219223	7/18/2017	732974	00306	BAYSHORE OFFICE PRODUCTS INC	COVER FOR LAB LOGS	\$7.32

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
219213	7/18/2017	921095/1	00021	ACE HARDWARE	ITEMS FOR USE @ PUBLIC SAFETY BUILDING	\$15.11
219204	7/18/2017	Acct #050-0520-01	10674	MEYHOFF, JYLE & SARAH	SERVICE LOCATION: 2005 38TH ST~	\$115.75
219203	7/18/2017	Acct #070-1284-03	10673	BORON, MOLLY	SERVICE LOCATION: 1319 30TH ST~	\$84.61
219202	7/18/2017	Acct #100-0440-00	10672	ADNAN, ALI	Overpayment on closed account	\$6.00
219201	7/18/2017	Acct #143-4615-00	10671	PADILLA HEIGHTS PROPERTIES LLC	Payment on closed account	\$33.43
219205	7/18/2017	Acct #490-0170-01	10675	ROGERS, AMY	Payment on closed account	\$85.31
219198	7/18/2017	AFD0717	02436	SHIFT CALENDARS	ANNUAL SHIFT CALENDAR ORDER	\$201.03
219192	7/18/2017	Dec 11-18 2017	10669	AAUW	REFUND BANNER	\$175.00
219179	7/18/2017	Dec 4-11 2017	02141	PORT OF ANACORTES	REFUND BANNER	\$175.00
219186	7/18/2017	Feb 5-9 2018	10668	ANACORTES FAMILY CENTER	REFUND BANNER	\$175.00
219177	7/18/2017	Nov 13-20 2017	10667	ANACORTES FARMERS MARKET	BANNER REFUND	\$350.00
219190	7/18/2017	Oct 1-8 2018	03316	SAMISH INDIAN NATION	REFUND BANNER	\$175.00
219183	7/18/2017	Oct 16-23	10298	RHOADES, LISA	REFUND BANNER	\$175.00
219184	7/18/2017	Oct 2-9 2017	00148	ANACORTES CHAMBER OF COMMERCE	REFUND BANNER	\$175.00
219194	7/18/2017	Oct 23-30 2017	10670	SKAGIT COMMUNITY BAND	REFUND BANNER	\$175.00
219175	7/18/2017	Visa	02896	VISA	TRAVEL	\$470.87
219173	7/31/2017	052-0010-00 July	00147	ANACORTES, CITY OF	WATER/SEWER/GARBAGE OPERATIONS, JULY	\$955.43

Total **\$454,479.04**



City Council Agenda Bill

Meeting Date: 7/24/2017

Agenda Item: 5c

Subject: Contract Modification 02 – Heart Lake Road Repair 2017

Staff Contact: Fred Buckenmeyer

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

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

Summary Statement: In accordance with Provisions 1-04.4 Changes, and 1-05.1 Control of Work as cited in Standard Specifications for Road, Bridge, and Municipal Construction 2016 under Contract 17-006-TRN-001, City staff seeks City Council consent to issue a contract modification to Larry Brown Construction in the amount of \$9,859.70, increasing the total contract price to \$228,913.61, to incorporate field change orders that occurred during the Heart Lake Road Repair 2017 Project.

Background: Additional asphalt crack seal is required to patch the edges where road surface patching was completed through Modification 01. Furthermore, additional roadway surface unraveled due to the repair of adjacent asphalt and the City directed the Contractor to perform minor surface repair with Cl.3/8" HMA PG-64 "pre-level" asphalt. This added work requires additional time and material

Budget Impact	
Amount Budgeted	\$1,115,000
Budget Account (BARS)	104.720.542.30.41
Proposed Expenditure	\$9,859.70
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Larry Brown Construction
Amount	\$9,859.70
Start Date	Notice to Proceed
End Date	7/31/17

Previous Council/Committee Action: Original contract awarded on 2/27/17. Modification 01 approved 7/10/17.

Competing Viewpoints Considered: N/A

Recommended Motion: I move the City Council provide consent to issue Modification 02 to Larry Brown Construction under Contract 17-006-TRN-001 in the amount of \$9,859.70, increasing the total contract price to \$228,913.61.

Alternative Actions: N/A

Attachments (listed in order presented): Modification 02 to Contract 17-006-TRN-001



Contract Number 17-006-TRN-001
Modification 02

Date	July 25, 2017			
Modification No.	01			
Page	1	of	2	Pages

Contract Number 17-006-TRN-001

Contract Title Heart Lake Road Repair 2017

Prime Contractor Larry Brown Construction, Inc.

PREAMBLE

In accordance with Provisions **1-04.4 Changes**, and **1-05.1 Control of Work** as cited in Standard Specifications for Road, Bridge, and Municipal Construction 2016, this modification provides an equitable price adjustment in consideration of changes in Work as described below under Article I. The total contract price is increased from \$219,053.91 by \$9,859.70 to \$228,913.61.

The Contract is amended as follows:

ARTICLE I. WORK

Insert the following *third paragraph* under Article 1:

"The work as described above is hereby amended per Modification 02. Additional asphalt crack seal is required to patch the edges where road surface patching was completed through Modification 01. Furthermore, additional roadway surface unraveled due to the repair of adjacent asphalt and the City directs the Contractor to perform minor surface repair with CI.3/8" HMA PG-64 "pre-level" asphalt. This added work requires additional time and material."

ARTICLE III(A). CONTRACT TIMES:

This extension provides time to complete the work required by Modification 02. The second paragraph is revised to read:

".....Physical Completion as defined in Section 1-08.5 of the Special Provisions shall be achieved by September 21, 2017."

ARTICLE IV. CONTRACT PRICE

To incorporate changes in the total price consistent with the changes in Work as described herein, the first paragraph is revised to read:

"...which is included as an Exhibit to this Agreement based upon the Unit Prices shown. Per the changes in Work incorporated per Modification 01 and 02, Exhibit B, Exhibit C and Exhibit D Force Account Sheet Total are incorporated into the Contract. The total contract price as stated hereunder is revised to read **"Two Hundred Twenty-Eight Thousand Nine Hundred Thirteen Dollars and Sixty-One Cents (\$228,913.61),"**

All other terms and conditions remain unchanged.

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

CITY OF ANACORTES

LARRY BROWN CONSTRUCTION, INC.

By _____
Laurie Gere, Mayor

By _____
Signature

Date _____

Printed Name _____

Title _____

Date _____

Original Agreement Amount	\$214,100.60	Original Contract Completion Date	5/19/2017
Current Agreement Amount	\$219,053.91	Current Contract Completion Date	5/19/2017
Change Per this Modification	\$ 9,859.70	Net Change	125 days
Total After Amendment	\$219,053.91	Contract Completion Date After Change	9/21/2017

CONTRACT 17-006-TRN-001
EXHIBIT C

HEART LAKE ROAD = FORCE ACCOUNT SHEET TOTAL

Minor asphalt surface repair with Cl.3/8" HMA PG-64 "pre-level" asphalt.
Descriptions of the repairs:

STA.	FT.L/R	DIMENSIONS in feet
------	--------	--------------------

31+00	1R	15x1
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61+00	2L	10x5
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80+40	10L	10x1
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Subcontractor: Asphalt Quality Sealers

Lump Sum: \$500.00

Prime Contractor's O.H. & P. @ 12%: \$60.00

Total Amount: \$560.00

**DAILY REPORT OF
FORCE ACCOUNT WORKED
BY PRIME**

EXHIBIT D

Larry Brown Construction, Inc.
PO Box 29960
Bellingham, WA 98228

Project No.: _____ Project Name: Heart Lake Road
Item No.: _____ Date: 7/10/2017
Description of Work/Remarks: Crack Sealing

Prime Contractor: LBC Subcontractor: _____

LABOR						
EMPLOYEE'S NAME	TRADE	STRAIGHT TIME		OVERTIME		DOLLAR AMOUNT
		HOURS	WAGE RATE	HOURS	WAGE RATE	
	TCS		49.06			0.00
	Flagger		46.04			0.00
	Laborer		53.86			0.00
	Operator		68.02			0.00
	Operator		68.02			0.00
	Truck Driver		53.86			0.00
	Foreman		69.15			0.00
Subtotal/Labor Costs:						0.00
Prime Contractor O.H. & P @ 29%:						0.00
01) LABOR TOTAL:						0.00
MATERIALS / OTHER MISCELLANEOUS ITEMS						
DESCRIPTION	INVOICE #	QUANTITY	UNIT PRICE	FREIGHT	USE TAX	DOLLAR AMOUNT
						0.00
						0.00
Subtotal/Material & Misc. Costs:						0.00
Prime Contractor's O.H. & P. @ 21%:						0.00
02) MATERIAL/MISC. TOTAL						0.00
SUBCONTRACTOR						
NAME	INVOICE #	QUANTITY	UNIT PRICE	OTHER COST		DOLLAR AMOUNT
Asphalt Quality Sealers	961	1	8303.30			8303.30
Subtotal Sub Cost						8303.30
Prime Contractor's O.H. & P. @ 12%:						996.40
SUBCONTRACTOR TOTAL						9299.70
EQUIPMENT / MOBILIZATION						
DESCRIPTION	HOURS WORKED	RATE PER HOUR	OTHER COST		DOLLAR AMOUNT	
			DESC.	RATE		
Cat 314 CR Excavator		45.00			0.00	
New Holland 575E Backhoe W/ HP		35.00			0.00	
Kenworth Dump Truck		50.00			0.00	
Bomag 2 Tn Compactor		25.00			0.00	
Cat IT14G Loader		40.00			0.00	
Equip Trailer		12.00			0.00	
F 350 Pick Up		16.00			0.00	
Ram 2500 Pick Up		16.00			0.00	
F 550Tool Truck w/ small tools		20.00			0.00	
Hitachi 150 Excavator		45.00			0.00	
Volvo EC 45 Excavator		40.00			0.00	
Cat 308 CR Excavator		40.00			0.00	
Subtotal/Equipment Costs:						0.00
Prime Contractors O.H. & P. @ 21%:						0.00
03) EQUIPMENT TOTAL :						0.00
04) SUBTOTAL (Line 1 + 2 + 3) =						9299.70
Owner's Representative						
PAYMENT ENTERED:						
On:	By:					
TOTAL AMOUNT DUE (Line 4 + 5) =						9299.70



City Council Agenda Bill

Meeting Date: 7/24/2017

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. Any new Facilities shall 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 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, caused by the sole negligence 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 Grantee's negligence shall in any way contribute;
2. 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;
3. 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
4. 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, 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. 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 with the City to account for 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 within the Franchise Area. If 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.

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 as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. 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 or paragraphs.

B. Grantee shall pay 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 and the provisions of any such permit, approval, license, agreement or other document, 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: Public Works Director City of Anacortes City Hall 904 6th Street Anacortes, WA 98221	Grantee: Astound Broadband, LLC 401 Kirkland Parkplace, Suite 500 Kirkland, WA 98033 Attn: Steve Weed, CEO and Byron Springer, EVP
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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

1% Drinking Water Loan

principal:	4,974,755
int rate:	1.0%
years:	20
Annual Payment:	(\$275,677.61)
Total Paid:	(\$5,513,552.30)
Interest paid:	(\$538,797.30)

3% Municipal Revenue Bond

principal:	4,974,755
int rate:	3.0%
years:	20
Annual Payment:	(\$334,381.68)
Total Paid:	(\$6,687,633.55)
Interest paid:	(\$1,712,878.55)

Difference in cost:	\$1,174,081.25
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City Council Agenda Bill

Meeting Date: 7/24/2017

Agenda Item: 7b

Subject: Mid-year Finance Update

Staff Contact: Steve Hoglund

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

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

Summary Statement: The attached Finance update contains data through June 30, 2017. The first half of the year property tax has been receipted, which can be noted on the Tax Revenue chart, and on the All Funds section, where it is noted that all revenue and expenditure status at the fund level looks reasonable for this time of year. Sales tax continues to be strong, at 11% higher than the same period 2016, and slightly ahead of target, at 1.3% over budget. The marine trades, vehicle sales, construction, and hospitality continue to lead the sales tax generation. No operating funds, or revenue or expenditure streams, appear problematic at this time.

Background:

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: N/A

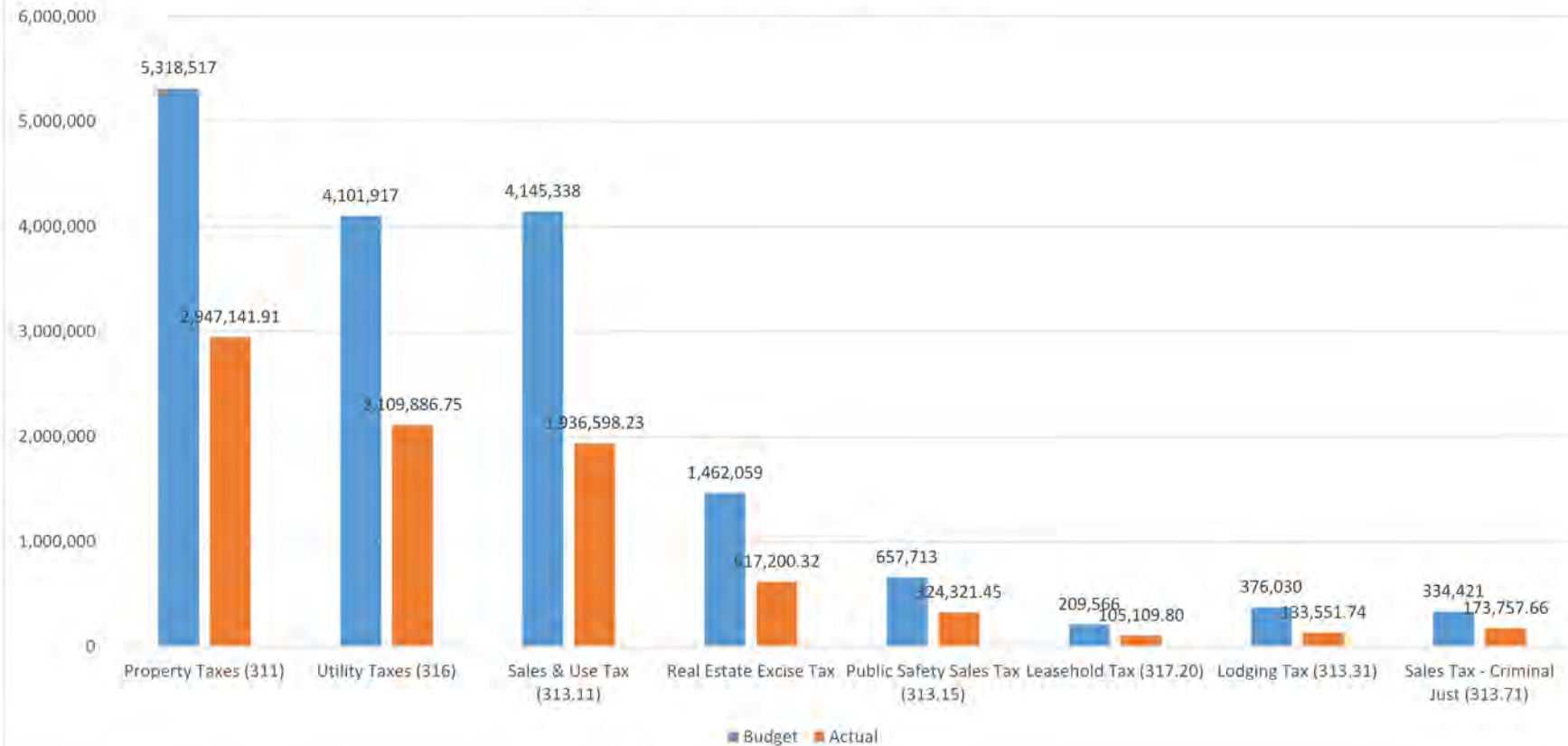
Competing Viewpoints Considered: N/A

Recommended Motion: N/A

Alternative Actions: N/A

Attachments : Graphs and summary charts

2017 Tax Revenue Budget to Actual



Taxes

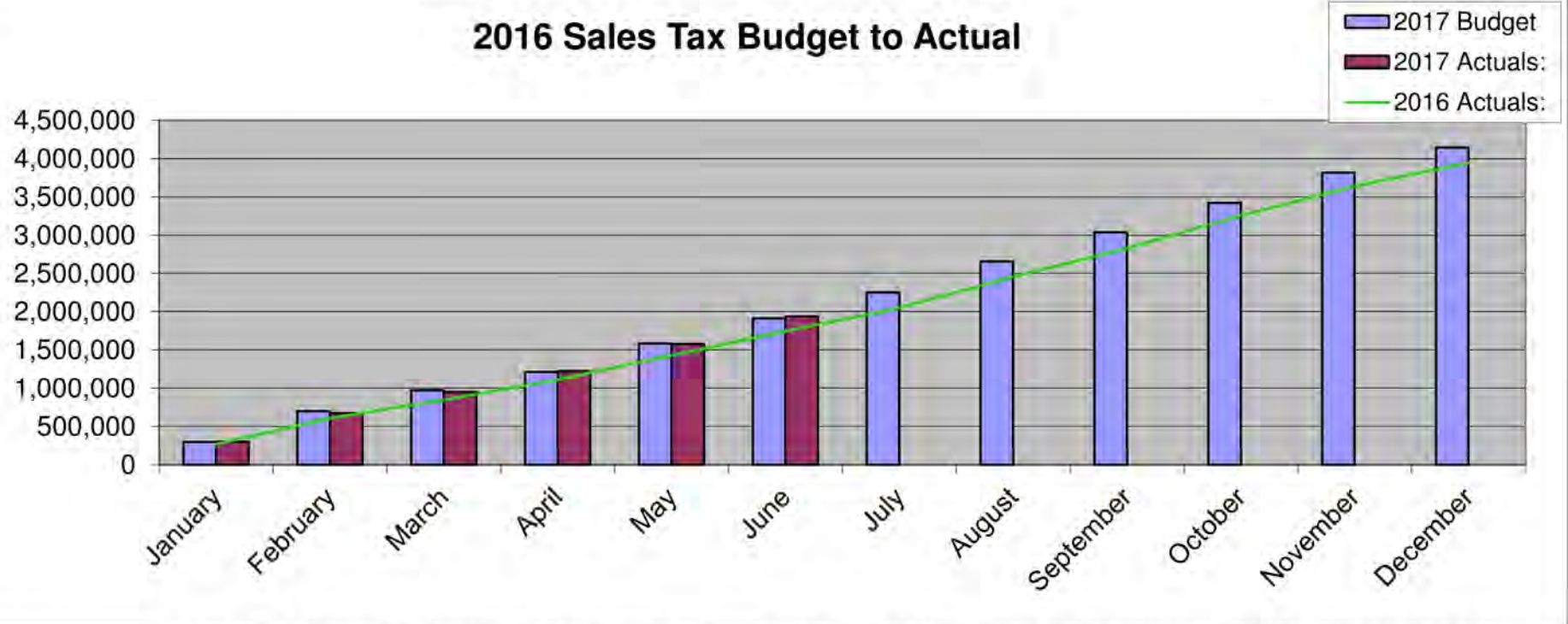
Taxes	Budget	Actual	Jan - June 50%
Property Taxes (311)	5,318,517	2,947,141.91	55%
Utility Taxes (316)	4,101,917	2,109,886.75	51%
Sales & Use Tax (313.11)	4,145,338	1,936,598.23	47%
Real Estate Excise Tax	1,462,059	617,200.32	42%
Public Safety Sales Tax (313.15)	657,713	324,321.45	49%
Leasehold Tax (317.20)	209,566	105,109.80	50%
Lodging Tax (313.31)	376,030	133,551.74	36%
Sales Tax - Criminal Just (313.71)	334,421	173,757.66	52%

Totals Taxes: 16,605,561 8,347,568 50%

Total Governmental budget (2017): 26,533,425

Taxes as a % of Gov Budget: 63%

2016 Sales Tax Budget to Actual



	January	February	March	April	May	June	July	August	September	October	November	December
2017 Budget	294,902	699,661	970,833	1,211,363	1,584,485	1,911,086	2,251,159	2,654,507	3,037,077	3,419,990	3,818,673	4,145,338
2017 Actuals:	298,921	672,367	951,182	1,221,516	1,577,702	1,936,598						
2016 Actuals:	270,996	607,357	847,117	1,112,232	1,430,188	1,744,885	2,050,785	2,454,555	2,827,248	3,256,627	3,637,666	3,945,850
Year to prior year:	10.3%	10.7%	12.3%	9.8%	10.3%	11.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
Year to budget:	1.4%	-3.9%	-2.0%	0.8%	-0.4%	1.3%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
Actual Receipts:												
2017 Total:	298,921	373,446	278,816	270,333	356,187	358,896						
Month % change:	10.3%	11.0%	16.3%	2.0%	12.0%	14.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
2016 Total:	270,996	336,361	239,760	265,116	317,956	314,697	305,900	403,770	372,694	429,378	381,040	308,184

Real Estate Excise Tax (REET)

	Total REET Revenues		
	2016	2017	% YTD Change
January	90,785	108,345	19%
February	41,788	83,871	45%
March	52,085	71,546	43%
April	100,310	113,091	24%
May	128,959	105,290	16%
June	132,996	158,342	17%
July	121,693		
August	157,115		
September	111,482		
October	142,738		
November	122,623		
December	108,345		
To date	1,310,919	640,484	
2017 Budget % Received		1,134,666	56%

	Current	2017	Estimated
	Cash Balance	Budgeted Expense	Ending Cash
REET 1:	1,429,730	621,250	1,375,813
REET 2:	1,747,178	813,640	1,500,871

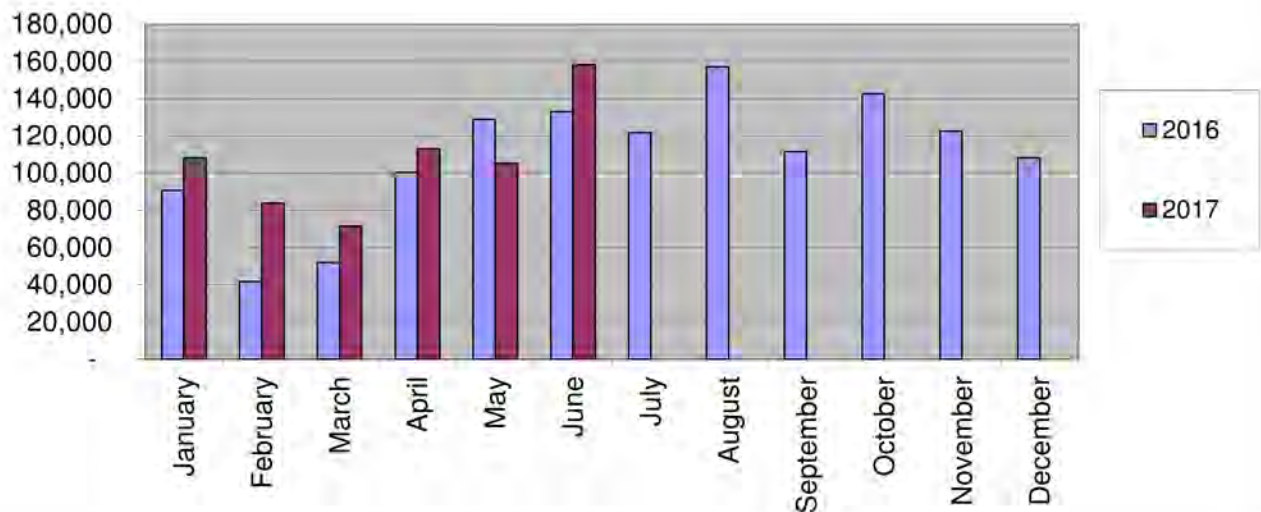
ALLOWABLE USE OF REET

REET 1: RCW 82.46.010: public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets; roads; highways; sidewalks; street and road lighting systems; traffic signals; bridges; domestic water systems; storm and sanitary sewer systems; parks; recreational facilities; law enforcement facilities; fire protection facilities; trails; libraries; administrative facilities; judicial facilities

REET 2: RCW 82.46.035: public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems, and planning, construction, reconstruction, repair, rehabilitation, or improvement of parks

Primary difference: REET 2 is more restrictive, cannot be used for Parks Acquisition, Trails, Admin, or Public Safety.

Cumulative REET



IMPACT FEES

	Impact Fee Revenues		
	Street	Park	Fire
January	7,740	3,690	
February	1,800	1,230	
March	9,000	6,735	
April	10,116	3,690	
May	17,188	7,380	
June	6,300	4,890	
July			
August			
September			
October			
November			
December			
To date:	52,144	27,615	
Projected:	111,960	83,040	
% collected:	46.6%	33.3%	

	Current Cash Balance	2017 Budgeted Expense	Estimated Ending Cash
Street	607,131	75,000	610,347
Parks	262,676	50,000	254,098

Impact Fee Revenues

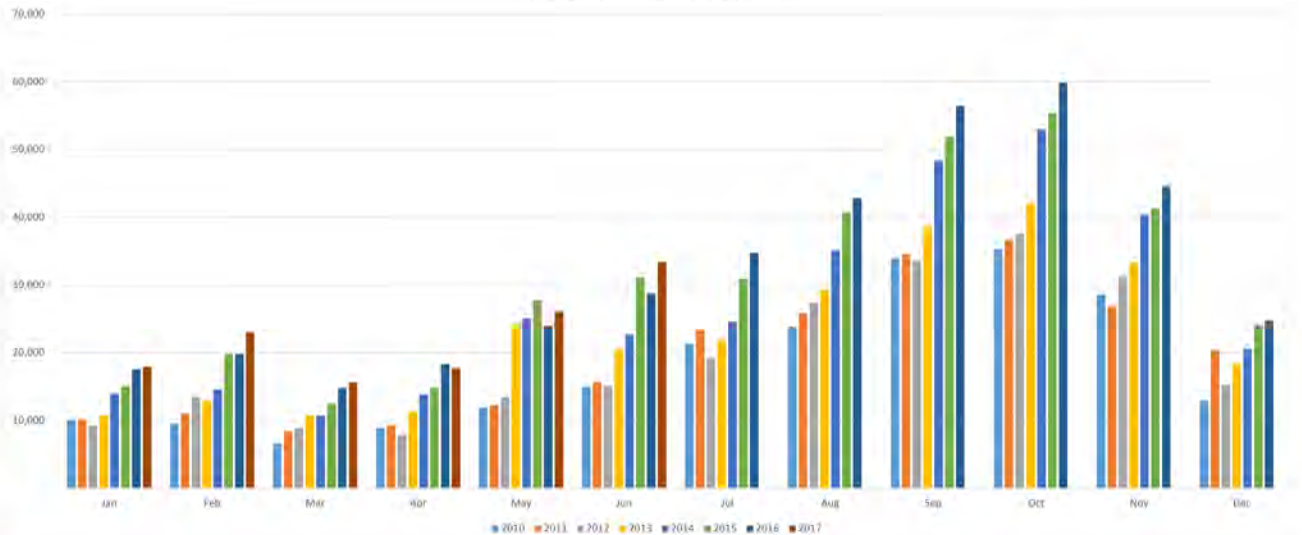


Lodging Tax Receipts by Month

	2010	2011	2012	2013	2014	2015	2016	2017
Jan	10,052	10,073	9,212	10,730	13,922	14,995	17,536	17,886
Feb	9,498	10,927	13,467	12,891	14,518	19,790	19,794	23,002
Mar	6,594	8,369	8,906	10,721	10,652	12,480	14,723	15,558
Apr	8,862	9,308	7,827	11,287	13,814	14,789	18,327	17,694
May	11,842	12,203	13,447	24,170	24,978	27,734	23,959	26,059
Jun	14,958	15,657	15,115	20,429	22,646	31,090	28,702	33,354
Jul	21,283	23,322	19,185	21,847	24,560	30,894	34,718	
Aug	23,799	25,797	27,335	29,252	35,074	40,691	42,774	
Sep	33,883	34,528	33,542	38,564	48,375	51,865	56,371	
Oct	35,287	36,609	37,498	41,990	52,933	55,347	59,795	
Nov	28,585	26,777	31,208	33,268	40,350	41,323	44,510	
Dec	12,922	20,344	15,223	18,431	20,553	24,079	24,792	
Total:	217,565	233,914	231,966	273,580	322,375	365,078	386,002	133,552

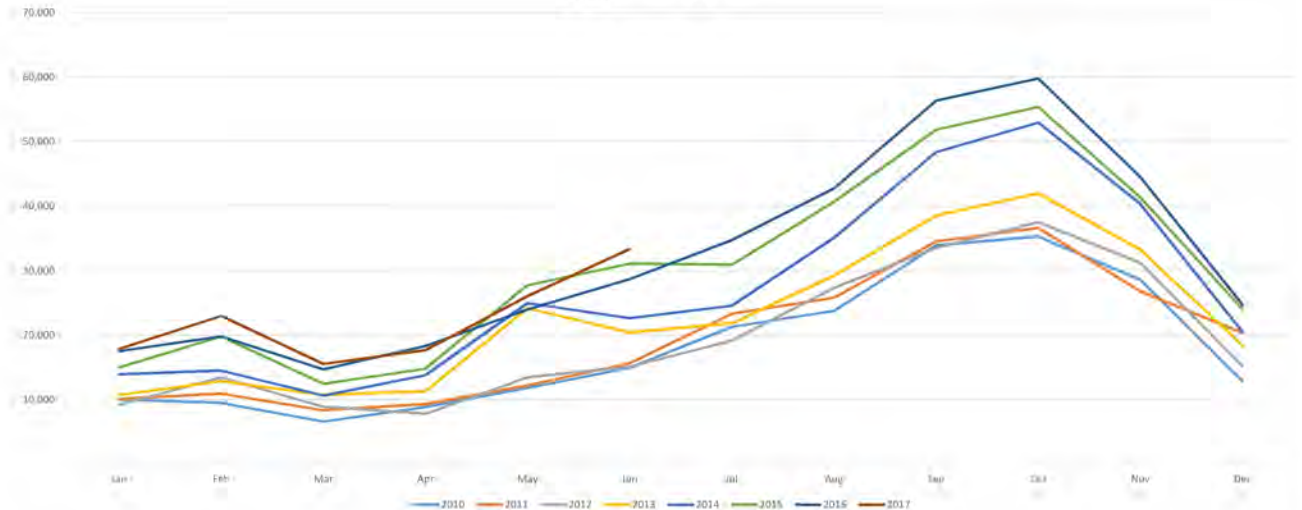
Current Cash Balance: 667,456

Lodging tax receipts trend



NOTE: Lodging tax revenues are recieved 2 months after the room is paid for by the customer. E.g. the City will recieve tax revenues in August from a hotel room that was paid for in June.

Lodging tax receipts trend



CITY OF ANACORTES
ALL FUNDS
Revenues/Expenditures
January - June 2017

		2017 Adj Budget	Year to date Actuals	% of Total Budget
001	GENERAL FUND			
	Revenue	14,606,983.78	7,839,370.39	54%
	Expenditure	14,606,983.74	7,327,527.44	50%
	Difference	0	511,843	
101	PARK & RECREATION			
	Revenue	1,669,198.65	910,477.89	55%
	Expenditure	1,669,198.60	781,542.12	47%
	Difference	0	128,936	
102	CEMETERY			
	Revenue	221,124.69	122,660.16	55%
	Expenditure	221,124.67	108,387.37	49%
	Difference	0	14,273	
103	LIBRARY			
	Revenue	1,397,137.64	759,109.85	54%
	Expenditure	1,397,137.64	700,608.88	50%
	Difference	0	58,501	
104	STREET MAINTENANCE			
	Revenue	2,184,012.55	766,856.31	35%
	Expenditure	2,184,012.55	1,628,762.55	75%
	Difference	0	-861,906	
105	ARTERIAL STREET			
	Revenue	1,178,796.93	324,767.67	28%
	Expenditure	1,178,795.93	352,593.57	30%
	Difference	1	-27,826	
106	Trans Bene Dist			
	Revenue	299,056.15	161,627.20	54%
	Expenditure	299,056.15	0.00	
	Difference	0	161,627	
107	WASHINGTON PARK			
	Revenue	262,602.96	134,749.31	51%
	Expenditure	262,602.96	123,806.67	47%
	Difference	0	10,943	
108	PARKS CAPITAL			
	Revenue	165,000.00	231,029.48	140%
	Expenditure	165,000.00	268,093.05	
	Difference	0	-37,064	
110	AMBULANCE FUND			
	Revenue	3,226,473.71	1,485,924.05	46%
	Expenditure	3,226,473.67	1,461,223.11	45%
	Difference	0	24,701	
112	DEVELOPMENT FEES			
	Revenue	125,000.00	83,039.16	
	Expenditure	125,000.00	125,000.00	
	Difference	0	-41,961	
113	ACFL MANAGEMENT FUND			
	Revenue	41,865.73	58,813.93	140%
	Expenditure	41,865.78	98,014.54	234%
	Difference	0	-39,201	

CITY OF ANACORTES
ALL FUNDS
Revenues/Expenditures
January - June 2017

		2017 Adj Budget	Year to date Actuals	% of Total Budget	
135	TOURISM				
	Revenue	299,837.00	139,667.66	47%	
	Expenditure	299,837.00	138,734.32	46%	
	Difference	0	933		
200	2000 GO BOND DEBT SERVICE				
	Revenue	502,990.00	259,792.35	52%	
	Expenditure	502,990.00	36,795.00	7%	
	Difference	0	222,997		
209	2009 PUBLIC SAFETY REFUNDING				
	Revenue	259,800.00	144,121.66	55%	
	Expenditure	259,800.00	9,900.00	4%	
	Difference	0	134,222		
335	GROWTH MANAGEMENT CAPITAL IMPROVEMENT				
	Revenue	1,462,059.00	617,200.32	42%	
	Expenditure	1,434,890.00	17,500.00	1%	
	Difference	27,169	599,700		
401	WATER				
	Revenue	19,060,026.34	10,073,774.77	53%	Chgs budg 8,672,596.45
	Expenditure	19,060,026.34	6,090,393.02	32%	Actuals: 5,047,726.85
	Difference	0	3,983,382		% collected: 58%
					Cap Budg: 9,145,766.37
					Actuals: 4,462,833.04
					% collected: 49%
440	SEWER				
	Revenue	8,399,035.25	3,082,092.80	37%	Chgs budg 5,219,884.42
	Expenditure	8,399,035.25	2,675,558.42	32%	Actuals: 2,291,776.36
	Difference	0	406,534		% collected: 44%
445	STORM DRAIN				
	Revenue	1,627,764.75	454,920.43	28%	Chgs budg 914,494.00
	Expenditure	1,627,764.95	553,213.97	34%	Actuals: 373,308.24
	Difference	0	-98,294		% collected: 41%
450	SANITATION				
	Revenue	3,432,266.74	1,761,819.25	51%	
	Expenditure	3,432,266.74	1,613,714.30	47%	
	Difference	0	148,105		
501	EQUIPMENT RENTAL FUND				
	Revenue	1,827,819.48	1,340,405.06	73%	
	Expenditure	1,827,819.48	1,076,604.58	59%	
	Difference	0	263,800		
611	FIREMEN'S PENSION FUND				
	Revenue	34,000.00	25,358.62	75%	
	Expenditure	34,000.00	17,804.19	52%	
	Difference	0	7,554		

CAPITAL PROJECTS BUDGET VS. ACTUAL

JANUARY - JUNE 2017

2017										
Line	BARS	Account	Budget Request	Budget Detail	Actual YTD	Project Under (Over) Budget	BARS Under (Over) Budget	Job Cost/ Project No.	Description	Line
	001.220.594.18.64	Machinery & Equipment	0		4,727	-4,727	-4,727	16-070-IDS	VOIP	543
543	001.310.594.21.64	Machinery & Equipment	0	0	0	0	-20,978		One additional patrol vehicle	543
				0	20,978	-20,978	0	err020a	Police Aux Patrol Vehicle (Tesoro Grant)	
						0				
617	001.320.594.25.64	Capital Equipment	530,500			0	55,400			617
618				511,000	475,100	35,900		scba2016	SCBA Program (unfunded Grant)	618
619				12,000	0	12,000			Turnout Gear Washer	619
620				7,500	0	7,500			Fire Hose (70 Lengths)	620
621				0	0	0			Annual Radio Replacement Program	621
622				0	0	0			Annual Vehicle Extrication Program	622
623					0	0				623
733	001.320.594.22.62	Buildings & Structures (Acquis	20,000			0	20,000			733
734				0	0	0			Design March Point Fire Station	734
735				20,000	0	20,000			Live Fire Training Water Retention	735
850	001.713.594.53.62	BUILDINGS & STRUCTURES	195,000			0	151,558			850
851					0	0			Public Safety Building	851
852				40,000	16,592	23,408		17-079-POL	Public Safety Security Cameras	852
853				20,000	8,774	11,226		17-038-FAC	Public Safety Flooring	853
854					0	0				854
855					0	0				855
856					0	0				856
857					0	0				857
858					0	0			Washington Park	858
859				0	0	0			Washington Park Bathroom Upgrade	859
860					0	0			Water Treatment Plant	860
				0	0	0			Water Treatment Camera Installation	
860					0	0			Library	860
861				0	0	0			Spikes for Library Roof	861
862					0	0				862
863				50,000	0	50,000			Library Carpet Replacement	863
864					0	0			Fire Stations	864
865				25,000	0	25,000			Interior Painting Fire Station 1 & 2	865
866				0	0	0			Flooring Fire Station 1 & 2	866
867				0	0	0			HVAC upgrade Fire Station 1	867
868					0	0			Operations Shop	868
869				35,000	0	35,000		16-085-IDS	Bathroom Expansion	869
869.5				25,000	18,076	6,924		17-069-FAC	Overhead Garage Doors	869.5
						0				
	101.410.594.76.64	Machinery & Equipment	11,000	11,000	0	11,000	11,000		Tractor (partial)	
1020	102.430.594.36.63	Other Improvements	5,000	5,000	0	5,000	5,000		Design	1020
	108.410.594.76.44	Taxes & Operating Assessme	0	0	0	0	0			
1310	108.410.594.76.60	Capital Outlays	165,000			0	-103,093			1310
1311				0	0	0			South Commercial Ave Pocket Park	1311
1312				55,000	0	55,000			Cemetery Improvements/Expansion	1312
1313				25,000	0	25,000			Depot Improvements	1313

CAPITAL PROJECTS BUDGET VS. ACTUAL

JANUARY - JUNE 2017

2017										
Line	BARS	Account	Budget Request	Budget Detail	Actual YTD	Project Under (Over) Budget	BARS Under (Over) Budget	Job Cost/ Project No.	Description	Line
1314				60,000	57,583	2,417		17-049-PRK, 17-061-PRK	Park Improvements	1314
1315				25,000	1,306	23,694		trailmaint, 17-019-IDS	Trail Improvements	1315
1315.1				0	32,223	-32,223		15-028-IDS	WA Park Improvements	1315.1
				0	176,981	-176,981		14-014-IDS	Storvik Park Spray Pad	
						0				
1375	110.320.594.22.51	Intergovernmental Services	0		0	0	0			1375
1376	110.320.594.22.64	Machinery & Equipment	0		20,401	-20,401	-20,401	17-022-FIR	Extrication Equipment (unfunded Grant)	1376
	113.410.594.76.61	Land & Land Improvements	0		60,419	-60,419	-60,419		Van Buren/Bell Property Purchase	1375
	113.410.594.76.64	Machinery & Equipment	14,000	14,000	0	14,000	14,000		Tractor (partial)	
1559	356.440.594.72.62	Buildings & Structures	68,250			0	68,250			1559
1560				43,250	0	43,250			meeting room modernization project (based on Dimensional bid from 2015 + inflation, however unsure if prevailing wage was included)	1560
1561				25,000	0	25,000			needs assessment/charette	1561
1562					0	0	0			1562
1613	401.000.594.34.10	SALARIES & WAGES	0		0	0	0			1613
1614	401.000.594.34.20	PERSONNEL BENEFITS	0		0	0	0			1614
1615	401.000.594.34.60	Capital Outlays	0		0	0	0			1615
1616	401.000.594.34.61	Land & Land Improvements	0		0	0	0			1616
1617	401.000.594.34.62	Buildings & Structures (Acquis	0		0	0	0			1617
1618	401.000.594.34.63	Other Improvements	5,224,000			0	3,980,746			1618
1619				500,000	0	500,000			Retired WTP Decommissioning	1619
1620				1,125,000	417,541	707,459		16-018-WTR, 17-001-WTR, 17-003-TRN	Pipeline Replacements	1620
1621				2,500,000	297,605	2,202,395		16-039-WTR	3MG Reservoir Restoration	1621
1622				100,000	173,364	-73,364		16-016-WTR, 15-010-IDS	Telemetry Upgrades	1622
1623				90,000	0	90,000			Water Treatment Camera Installation	1623
1623				33,000	0	33,000			Cathodic Protect/Anode Replace	1623
1624				100,000	0	100,000			Pass Lake 10-inch Waterline	1624
1625				176,000	0	176,000			Sharpes Corner Project	1625
1626				0	0	0			Intake Pump Replacement	1626
1627				100,000	5,165	94,835		17-007-WTR	Reline 36-inch Transmission Line	1627
1628				500,000	267,032	232,968		14-056-IDS	Fiber Telemetry	1628
1629.1				0	82,547	-82,547		err860	Ditch Witch Directional Driller	1629.1

CAPITAL PROJECTS BUDGET VS. ACTUAL

JANUARY - JUNE 2017

2017										
Line	BARS	Account	Budget Request	Budget Detail	Actual YTD	Project Under (Over) Budget	BARS Under (Over) Budget	Job Cost/ Project No.	Description	Line
1630.1					0	0				1630.1
						0				
1878.1	401.740.594.34.63	Other Improvements	10,000	10,000	0	10,000	-3,709		Cathodic protection	1878.1
					13,709	-13,709		wtr594	capital parts	
						0				
1918.1	440.000.594.35.20	PERSONNEL BENEFITS	0		0	0	0			1918.1
1919.1	440.000.594.35.62	Buildings & Structures (Acquis	0		0	0	0			1919.1
1920.1	440.000.594.35.63	Other Improvements	2,918,000			0	2,499,193			1920.1
1921.1				990,000	5,554	984,446		14-009-IDS, 14-056-IDS	Fiber Telemetry	1921.1
1922.1				628,000	328,862	299,138		16-001-SEW, 16-074-SEW, 17-015-SEW, 17-018-SEW, 17-045-SEW	Collection System Rehab/Inflow and Infiltration Reduction	1922.1
1923.1				300,000	29,314	270,686		14-002-SEW	WWTP Admin Building Upgrade	1923.1
1924.1				1,000,000	53,847	946,153		13-020-SEW	Outfall Maintenance and Rehabilitation	1924.1
					1,229	-1,229		14-035-SEW	Pump Station Upgrades	
1925.1					0	0				1925.1
						0				
1926.1	440.000.594.35.64	Machinery & Equipment	1,350,000			0	1,045,712			1926.1
1927.1				260,000	3,013	256,987		15-013-SEW	Pump Station Upgrades	1927.1
1921.1					51,316	-51,316		14-009-IDS, 14-056-IDS	Fiber Telemetry	1921.1
1928.1				40,000	0	40,000			PS 13 Odor Control	1928.1
1929.1				650,000	249,959	400,041		15-032-SEW, 17-008-SEW	Incinerator Offgas Scrubbing System	1929.1
1930.1				100,000	0	100,000			Dechlorination/Disinfection Upgrade	1930.1
1931.1				300,000	0	300,000			Outlet Duct and Crossover Duct Rehabilitation	1931.1
						0				
2123.1	445.770.594.31.60	Capital Outlays	470,000			0	432,044			2123.1
2124.1					0	0				2124.1
2125.1				150,000	8,046	141,954		17-021-STM	Storm Sewer Upgrade	2125.1
2126.1				20,000	0	20,000			Trash Racks	2126.1
2127.1				300,000	29,910	270,090		16-041-STM, 17-005-STM	Storm Pond/Vault Restoration	2127.1
						0				
2202.1	450.780.594.37.60	Capital Outlays	63,000			0	10,707			2202.1
2203.1				35,000	32,442	2,558		err174	Pickup Truck	2203.1
2204.1				28,000	19,851	8,149		17-014-IDS	Dumpster & Roll-Off replacements	2204.1
						0				
2298.1	501.790.594.18.62	BUILDINGS & STRUCTURES	0		0	0	0			2298.1
2299.1	501.790.594.48.60	Capital Outlays	705,000			0	121,545			2299.1
2300.1				92,000	110,296	-18,296		err387, err426, err861, err713	Parks/Depot	2300.1

CAPITAL PROJECTS BUDGET VS. ACTUAL

JANUARY - JUNE 2017

2017										
Line	BARS	Account	Budget Request	Budget Detail	Actual YTD	Project Under (Over) Budget	BARS Under (Over) Budget	Job Cost/ Project No.	Description	Line
2301.1				65,000	0	65,000			Fire	2301.1
2302.1				34,000	30,213	3,787		err177	Street	2302.1
2303.1				80,000	39,504	40,496		err175, err176	Water Maint	2303.1
2304.1				28,000	0	28,000			Solid Waste	2304.1
2305.1				180,000	0	180,000			Police	2305.1
					53,357	-53,357		err033	pursuit vehicle	
					53,310	-53,310		err034	pursuit vehicle	
					52,867	-52,867		err035	pursuit vehicle	
2306.1				155,000	102,330	52,670		err179, err180, err425	WWTP	2306.1
2307.1				65,000	70,005	-5,005		err052, err424	Fleet	2307.1
2308.1				0	0	0			IT	2308.1
2309.1				6,000	71,572	-65,572		err15909, err178	ACFL	2309.1
2310.1					0	0			WTP	2310.1
1219	105.712.595.64.63	Other Improvements	0		0	0	0			1219
1220	105.712.595.90.10	Salaries & Wages	65,358	65,358	15,053	50,305	50,305			1220
						0		99001pwp	Development Review	
						0			Other	
1221	105.712.595.90.12	Overtime	2,679	2,679	2,849	-170	-170			1221
						0		99001pwp	Development Review	
						0			Other	
1222	105.712.595.90.20	Personnel Benefits	30,890	30,890	12,098	18,791	18,791			1222
						0		99001pwp	Development Review	
						0			Other	
1223	105.712.595.90.43	Travel & Training	1,000	1,000	0	1,000	1,000		5 employees	1223
1224					0	0				1224
1225	105.720.595.30.63	Other Improvements	472,619			0	358,660			1225
1226				71,619	33,120	38,499		16-004-TRN	32nd and D roundabout (partial grant funding)	1226
1227				203,000	79,847	123,153		16-005-TRN, 16-025-TRN	Oakes/San Juan Harbor Roundabout Design (partial grant funding)	1227
1227.1				198,000	101	197,899		15-006-TRN	S. March Point Rd Shoulder Widening	1227.1
1228				0	455	-455		13-030-TRN	Safe Routes to School	1228
1228				0	128	-128		16-012-TRN	Flashing Beacons	1228
				0	308	-308		15-052-TRN	South Commercial	
						0				
1229	105.720.595.61.63	Other Improvements	550,000			0	415,292			1229
1230				100,000	751	99,249		16-078-TRN	ADA Ramps	1230
1231				450,000	133,957	316,043		17-028-TRN	Sidewalks, Trip Hazards Repair/Tree	1231
1232					0	0				1232
						0				
1233	105.720.595.62.63	Other Improvements	56,250			0	-17,673			1233

CAPITAL PROJECTS BUDGET VS. ACTUAL

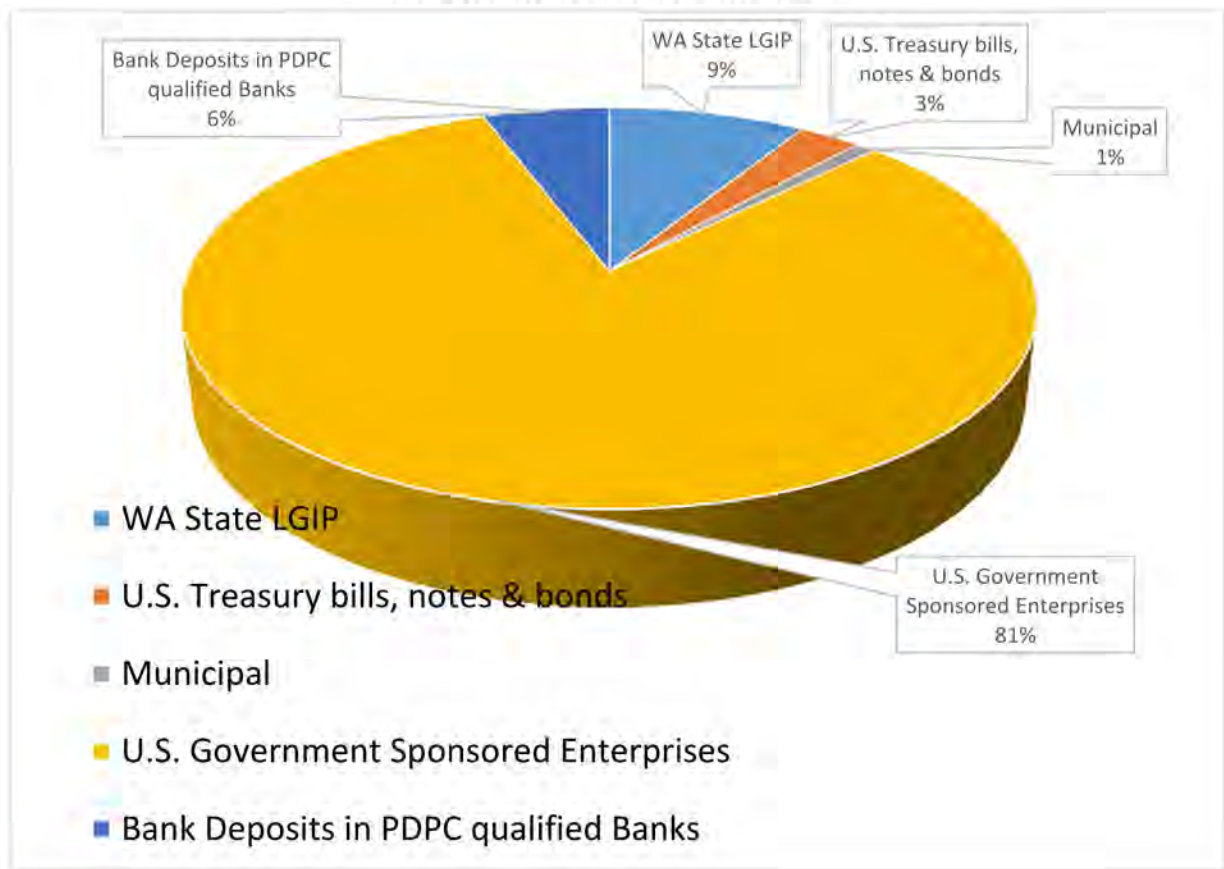
JANUARY - JUNE 2017

2017										
Line	BARS	Account	Budget Request	Budget Detail	Actual YTD	Project Under (Over) Budget	BARS Under (Over) Budget	Job Cost/ Project No.	Description	Line
				56,250	52,186	4,064		14-023-TRN, 14-028-TRN, 13-016-TRN	Guemes Channel Trail	
1227.1				0	21,691	-21,691		15-006-TRN	S. March Point Rd Shoulder Widening	1227.1
1228				0	46	-46		16-012-TRN	Flashing Beacons	1228

City of Anacortes
Investment Diversification
5/31/2017

		Percentage	Maximum	Test
WA State LGIP	\$ 5,018,622	9%	100%	OK
U.S. Treasury bills, notes & bonds	\$ 1,570,095	3%	100%	OK
Municipal Securities	\$ 515,710	1%	30%	OK
U.S. Government Sponsored Enterprises				
FFCB	\$ 1,749,997	3%	50%	OK
FHLB	\$ 11,603,650	21%	50%	OK
FHLMC	\$ 248,949	0%	50%	OK
FNMA	\$ 18,927,380	34%	50%	OK
Other GSE's	\$ 13,588,380	24%	30%	OK
Total U.S. Government Sponsored Enterprises	\$ 46,118,356	82%	90%	OK
Bank Deposits in PDPC qualified Banks				
Skagit State Bank	\$ 3,198,977			
Washington Federal	\$ 29,461			
Total Bank Deposits in PDPC qualified Banks	\$ 3,228,438	6%	20%	OK
Total Portfolio	\$ 56,451,221			

Portfolio Diversification



Local City NAICS Detail Report - Top 30 Producers

Data Distribution Date from : 6/1/2017 to : 6/1/2017

Sales and Use Tax only, excludes lodging tax. Local Sales/Use Tax Paid reflects City of Anacortes .85% share only. Activity month is two months prior to Distribution Date.

NAICS Code from : 0 to : 999999

NAICS	Description	Local Taxable Sales		Local Sales/Use Tax
441120	Used Car Dealers	\$2,905,475.14	7%	\$24,696.55
441222	Boat Dealers	\$2,492,620.37	6%	\$21,187.27
333514	Special Die and Tool, Die Set, Jig, and Fixture Manufacturing	\$2,308,447.10	5%	\$19,621.81
236115	New Single-Family Housing Construction (except Operative Builders)	\$2,103,083.53	5%	\$17,876.32
722511	Full-Service Restaurants 2012 re-class Code	\$1,786,813.99	4%	\$15,187.97
532292	Recreational Goods Rental	\$1,355,477.55	3%	\$11,521.56
926150	Regulation, Licensing, and Inspection of Miscellaneous Commercial Sectors	\$1,348,491.91	3%	\$11,462.18
445110	Supermarkets and Other Grocery (except Convenience) Stores	\$1,202,458.35	3%	\$10,220.89
444130	Hardware Stores	\$1,060,099.19	2%	\$9,010.85
722513	Limited-Service Restaurants	\$1,031,184.81	2%	\$8,765.06
236210	Industrial Building Construction	\$1,006,102.26	2%	\$8,551.87
441110	New Car Dealers	\$924,952.70	2%	\$7,862.11
423830	Industrial Machinery and Equipment Merchant Wholesalers	\$813,746.87	2%	\$6,916.82
236220	Commercial and Institutional Building Construction	\$768,929.37	2%	\$6,535.92
721110	Hotels (except Casino Hotels) and Motels	\$714,804.72	2%	\$6,075.87
454111	Electronic Shopping	\$687,296.66	2%	\$5,842.07
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$626,305.39	1%	\$5,323.60
446110	Pharmacies and Drug Stores	\$612,156.13	1%	\$5,203.31
561730	Landscaping Services	\$605,848.39	1%	\$5,149.78
517210	Wireless Telecommunications Carriers (except Satellite)	\$586,059.33	1%	\$4,981.53
424690	Other Chemical and Allied Products Merchant Wholesalers	\$491,543.71	1%	\$4,178.09
722410	Drinking Places (Alcoholic Beverages)	\$488,446.02	1%	\$4,151.77
321999	All Other Miscellaneous Wood Product Manufacturing	\$466,652.46	1%	\$3,966.54
488390	Other Support Activities for Water Transportation	\$443,110.49	1%	\$3,766.44
447110	Gasoline Stations with Convenience Stores	\$426,346.90	1%	\$3,623.98
811490	Other Personal and Household Goods Repair and Maintenance	\$415,464.80	1%	\$3,531.44
336612	Boat Building	\$388,691.62	1%	\$3,303.87
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)	\$382,486.52	1%	\$3,251.20
487210	Scenic and Sightseeing Transportation, Water	\$373,698.56	1%	\$3,176.43
811111	General Automotive Repair	\$342,439.65	1%	\$2,910.74
Total Top 30:		\$29,159,234.49		\$247,853.83
Grand Total for Period:		\$42,606,373.03		\$362,151.43



City Council Agenda Bill

Meeting Date: 7/24/2017

Agenda Item: 7c

Subject: Ambulance Rate Increase

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: The Ambulance Rate Schedule for Skagit County was increased by the County Commissioners effective July 1, 2017. BLS rates increased by \$60 to \$685, ALS1 increased by \$50 to \$875, ALS2 increased by \$60 to \$985. The last rate increase was June 1, 2015. Rate changes in Anacortes are authorized by the Mayor per AMC 13.54.

Background: The City of Anacortes is one of three contractors with Skagit County EMS to provide emergency ambulance service in Skagit County; the Anacortes EMS service area is Fidalgo Island. Skagit County sets billing rates to maintain consistency in billing across all ALS and BLS transports between all three Ambulance Service providers in Skagit County.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	No
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: N/A

Alternative Actions: N/A

Attachments (listed in order presented): Skagit County Resolution R20170145, Interlocal Cooperative Agreement C20140640/A20150207 between City of Anacortes and Skagit County

RESOLUTION NO. _____

RESOLUTION AMENDING SKAGIT COUNTY RESOLUTION NO. R20150181

REGARDING REVISION OF SKAGIT COUNTY
AMBULANCE FEE SCHEDULE

WHEREAS, Skagit County Ordinance No. 020030003 was passed by the Skagit Board of Commissioners effective December 30, 2002, to provide efficient and effective emergency medical and related services throughout Skagit County in compliance with state law; and

WHEREAS, pursuant to the Ordinance referenced above, the Skagit County Board of Commissioners has the responsibility to establish ambulance user fee rates; and

WHEREAS, a public hearing was held on June 27, 2017, considering the revision of ambulance fees to residents and non-residents of Skagit County; and

WHEREAS, the proposed rate schedule incorporates a higher rate for Skagit County residents and non-residents who utilize the service.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, that the following Ambulance Rate Schedule be established effective July 1, 2017, for all contracted ambulance service providers pursuant to the above-referenced Ordinance:

CMS#	Level of Service Codes	Resident Fee	Non-Resident Fee
A0428	BLS -- Non Emergency Transport	\$ 610.00	\$ 850.00
A0429	BLS -- Emergent Transport	\$ 685.00	\$ 900.00
A0426	ALS -- Non Emergency Transport, Level 1	\$ 820.00	\$ 1,163.00
A0427	ALS -- Emergency Transport, Level 1	\$ 875.00	\$ 1,168.00
A0433	ALS -- Emergency Transport, Level 2	\$ 985.00	\$ 1,230.00
A0434	Specialty Care Transport	\$ 1,150.00	\$ 1,330.00
A0425	Mileage	\$ 16.00	\$ 18.00

PASSED this day 3 of July 2017.



BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth a Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Linda Henner

Clerk of the Board

Approved as to form:

M. RQ (6/28/2017)

Civil Deputy Prosecuting Attorney

Approved as to Content:

K R Chan

Department Head

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
CITY OF ANACORTES
AND
SKAGIT COUNTY

SKAGIT COUNTY
Contract # C20140640
Page 1 of 14

NO:

City of Anacortes, A Washington non-charter code city, hereinafter called Contractor, and Skagit County, hereinafter called County, agrees as set forth in this Agreement, including:

(General Conditions); Exhibit A (Scope of Work); Exhibit B (Compensation);
Exhibit C (Proof of Insurance). Exhibit D (Skagit County Response Areas),
Exhibit E (Ambulance User Fee Schedule)

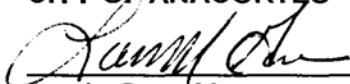
copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence January 1, 2015, and continue until December 31, 2015. Any party may terminate this Contract by giving 90 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.

The County has established the following GL expenditure code(s) for this Agreement:
123 55800014110, which shall be included on all billings or correspondence in connection therewith. 5100

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 6 (Independent Contractor), 8 (Taxes), 14 (Defense and Indemnity Agreement), 20 (Patent/Copyright Infringement) and 23 (Confidentiality), are totally and fully part of this contract and have been mutually negotiated by the parties.

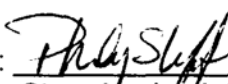
CONTRACTOR:
CITY OF ANACORTES

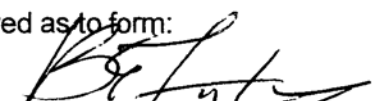

Laurie Gere, Mayor
(Date 12-16-14)

Laurie Gere
Print Name of Signatory

Mailing Address:
P.O. Box 547
Anacortes WA 98221
Telephone No. 360 293-1900
Fed. Tax ID # 91-6001227
Contractor Lic. # _____

Personal Services Agreement
Page 1

Attest:  For Steve
Steve Hoglund, Clerk/Treasurer

Approved as to form:

Bradford E. Furlong, WSBA # 12924
City Attorney

DATED this 29 day of December, 2014.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon

Sharon D. Dillon, Commissioner

Attest:

Jenelle Hennings

Clerk of the Board

For contracts under \$5,000:

Authorization per Resolution R20030146

Recommended:

[Signature]

12-18-14

Department Head

County Administrator

Approved as to form:

M. Allen (12/18/2014)

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Jessie Null Hoyt

Risk Manager

Approved as to budget:

Luisa Yogan

Budget & Finance Director

Personal Services Agreement

GENERAL CONDITIONS

1. Scope of Contractor's Services:

The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified in Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Unless specifically stated in Exhibit "B" or approved in writing in advance by the Skagit County Board of Commissioners, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in performance of this Contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system, for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

4. Administration:

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

4.1 The County's representative shall be Mark Raaka, Director of Emergency Medical Services.

4.2 The City of Anacortes' representative shall be Richard Curtis, Fire Chief.

5. Treatment of Assets and Property:

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

6. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Skagit County employees.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys'

fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

7. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

8. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

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

9. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington and to any other provisions set forth herein or in the attached exhibits.

10. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by providing requests in writing and given reasonable notice. Such review may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

11. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

12. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the

Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

13. Termination for Public Convenience:

The County may terminate the contract in whole or in part after written notice of not less than thirty (30) business days whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

14. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute to it.

15. Industrial Insurance Waiver:

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

16. Venue and Choice of Law:

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

17. Withholding Payment:

In the event the Contractor has failed to perform any obligation to be performed by the Contractor under this Agreement within the time set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

18. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. NO penalty or expense shall accrue to the County in the event this provision applies.

19. Contractor Commitments, Warranties and Representations:

Any written commitment received from the City Council concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

20. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County; to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

21. Disputes:

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, instructions, and decisions of the Skagit County Commissioners shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 21 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

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

22. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the County.

23. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all non-publicly available information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Skagit County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County or as may be required by the Public Records Act or otherwise required by law; provided, however, that the Contractor shall notify the County of any Public Records Act requests that are received that would relate to the information covered by this paragraph. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

24. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Skagit County Commissioners, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

25. Severability:

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

26. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

27. Survival:

The provisions of paragraphs 6, 8, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 26, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

28. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"

SCOPE OF WORK

- 1.1. Contractor shall provide trauma verified ambulance services on twenty-four (24) hours per day, seven (7) days per week basis. Contractor shall provide the County EMS Director with a 2015 Work Plan with appropriate ambulances, support vehicles and equipment in accordance with WAC Chapter 246-976, North Region and other applicable laws, regulations and MPD established policies to match resources to service demand levels.
- 1.2. Contractor shall respond to the portion of Skagit County designated as response area #1 on the map attached as EXHIBIT D.
- 1.3. Field personnel performing services under this Agreement shall at all times be certified to practice in the State of Washington, and in the case of Paramedics, certified in Skagit County.
- 1.4. All Contractor field personnel shall be under the direct medical control and supervision of the Skagit County Medical Program Director (MPD) or his designee, and shall comply with medical protocols, online medical control, and other requirements as established by the MPD and the state.
- 1.5. When available, and through the terms of this Agreement, Contractor shall utilize the Fleet Management software provided by the County for all costs of operating and maintaining ambulances.
- 1.6. If requested by County, Contractor shall complete electronic Patient Care Reports ("ePCR") for documentation of all dispatches received by Contractor from County Dispatch Center to create a single uniform county-wide ePCR and Data Collection System.
- 1.7. Contractor is responsible for complying with all current rules and regulations associated with providing services for recipients of and being reimbursed by Medicare, Medicaid and other state and federally funded programs, and any amendment there to.
- 1.8. Contractor acknowledges they are a covered entity under Federal HIPAA regulations, and will comply with all applicable rules and regulations. Contractor agrees to adhere to any specific HIPAA protocols, including any required training, requested by County related to transmitting, storing, and using HIPAA information pursuant to this Agreement.
- 1.9. Any violations of HIPAA rules and regulations, including a breach of PHI, shall be reported immediately to the County along with Contractor's actions to mitigate the effect of such violations.
- 1.10. Contractor agrees to use the approved User Fees schedule as set forth in EXHIBIT E at all times.
- 1.11. Contractor shall utilize designated third party Billing Services approved by the County for all EMS agencies.
- 1.12. No later than the 25th day of each calendar month the Contractor shall provide the County with a report detailing its call volume and financial performance the preceding month and year-to-date.

EXHIBIT "B"

COMPENSATION

1. The monthly compensation shall be \$67,600.00.
2. The County and the Contractor agree to meet no later than the third week of June to negotiate the Work Plan and compensation for the following calendar year.

EXHIBIT "C"

PROOF OF INSURANCE

The Contractor shall provide proof of insurance for Commercial General Liability, Professional Liability and Automotive Liability each in the amount of \$20,000,000.00 per occurrence to cover Contractor's activities during the term of this Contract. Insurance coverage shall be primary.

Proof of insurance shall be in a form acceptable and approved by the County.

The type of insurance required by this Agreement is marked below.

X 1) Commercial General Liability Insurance

Certificate Holder – Skagit County

**The Certificate must name the County as additional insured:
Skagit County, its elected officials, officers and employees
are named as additional insured.**

Thirty (30) days written notice to the County of cancellation
of the insurance policy.

X 2) Professional Liability

Certificate Holder – Skagit County

Thirty (30) days written notice to the County of cancellation
of the insurance policy

X 3) Automobile Liability

Certificate Holder – Skagit County

Thirty (30) days written notice to the County of cancellation
of the insurance policy

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

☐ 3) Insurance is waived

Date: _____
Risk Manager

EXHIBIT "D"

SKAGIT COUNTY RESPONSE AREAS

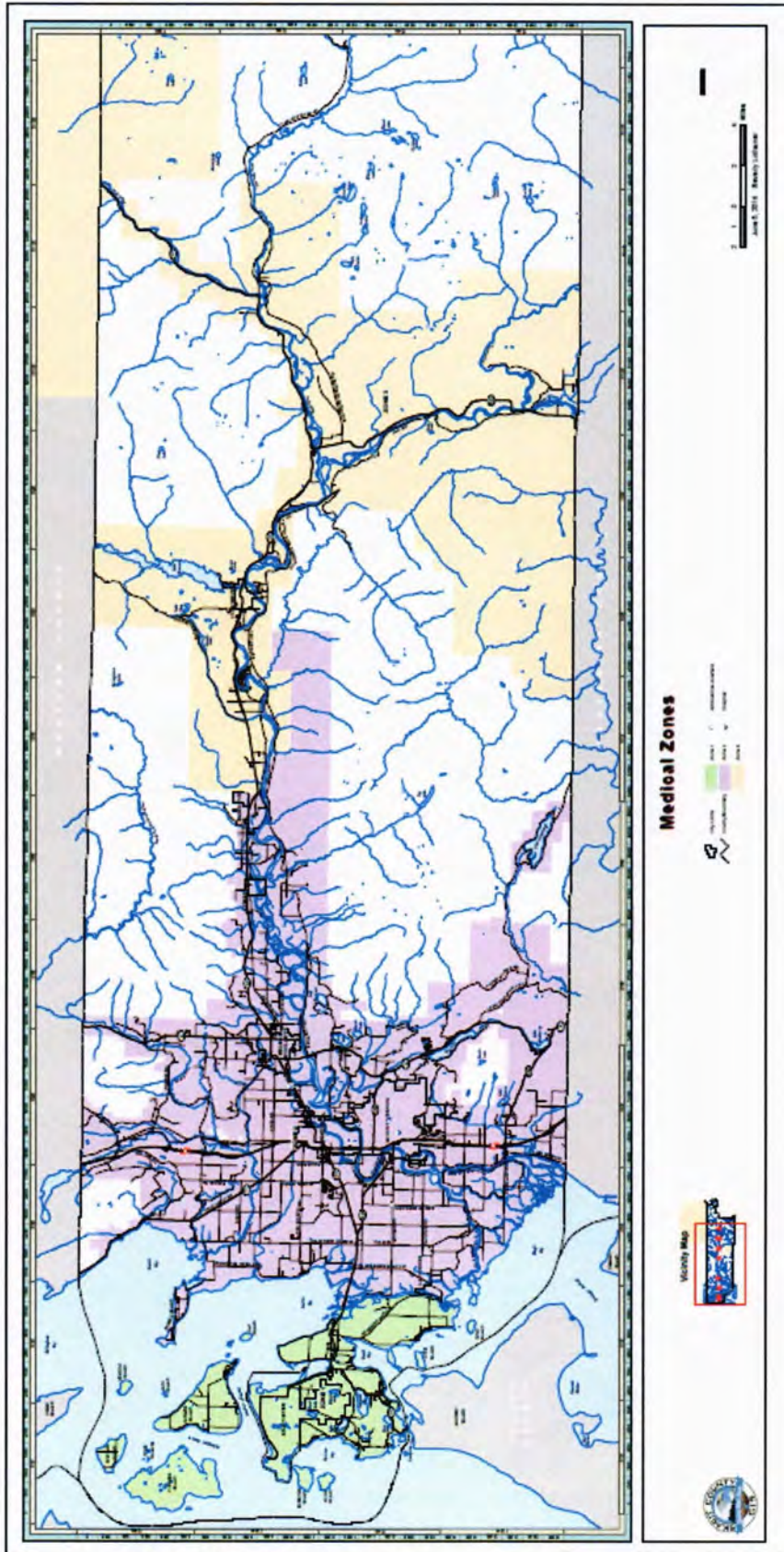


EXHIBIT "E"

AMBULANCE USER FEE SCHEDULE

- 1) Contractor will utilize fee schedule as set by the Board of County Commissioners.
- 2) Residency is defined as the primary residential address of the patient.
 - a) "Resident" is defined as having primary residential address within Skagit County, WA.
 - b) "Non-Resident" is defined as having primary residential address outside of Skagit County, WA.

AMENDMENT #3

ORIGINAL INTERLOCAL AGREEMENT #C20140640

City of Anacortes, herein after called "Contractor" and Skagit County, herein after called "County," agree to amend Skagit County Interlocal Agreement No. C20140640, as set forth below under "Terms of Amendment."

TERMS OF AMENDMENT:

Term of this Agreement.

The parties mutually agree to extend the original term of Agreement #C20140640 to continue until December 31, 2018.

Existing paragraph 1.12 in Exhibit A scope of work shall be deleted and replaced with the following language:

Contractor agrees to provide the County EMS Director with access to call volume and financial performance reporting data available from the third party electronic patient care reporting system and third party billing service.

Paragraph 1 in Exhibit "B," Compensation is amended as follows:

1. Effective January 1, 2016 the monthly compensation shall be \$68,952.00.

Paragraphs 5 and 6 listed below is hereby added to Exhibit "B," Compensation.

5. County will reimburse Contractor, upon receipt of documentation of actual expenses paid by Contractor, for three (3) video laryngoscopes.

5.1 Skagit County Medical Program Director will determine specific device to be utilized in Skagit County.

5.2 Reimbursement of devices shall not exceed \$24,000.00.

6. County will reimburse Contractor, upon receipt of documentation of actual expenses paid by Contractor, for three (3) ventilator devices with continuous positive airway pressure (CPAP) capability.

6.1 Skagit County Medical Program Director will determine specific device to be utilized in Skagit County.

6.2 Reimbursement of devices shall not exceed \$42,000.00.

All other terms and conditions of the Original Interlocal Agreement shall remain in effect.

DATED this 22 day of Dec, 2015.

CONTRACTOR

Lamphe - Mayor of Anacortes
Signature & Title

Laure M. Bere
Print name of Signature

Approved: December 28, 2015

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON



Kenneth A. Dahlstedt, Chair

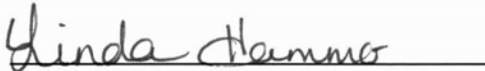


Lisa Janicki, Commissioner



Ron Wesen, Commissioner

Attest:



Clerk of the Board

Recommended:

Department Head

For contracts under \$5,000:

Authorization per Resolution R20030146

County Administrator

Approved as to form:



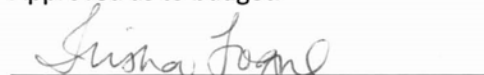
Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director



City Council Agenda Bill

Meeting Date: 7/24/2017

Agenda Item: 7d

Subject: 2nd quarter 2017 budget amendment

Staff Contact: Steve Hoglund

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

Action Type	
x	Ordinance No. 3009
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: There are two capital projects in the Parks department that require a "rollover budget amendment", and a lighting project at the Water Treatment Plant that does not have budget authority.

Background: All three of these projects have been discussed by and approved by Council. The Spraypad project at Storvik park was started in 2016 but construction continued into and will conclude in 2017, however it was not budgeted for in the current fiscal year as the it was not clear at the time of budget development what the budget need was. Likewise the Washington Park restroom project was started in 2016, but continues in the current fiscal year, but at the time of budget development the level of budget authority needed in 2017 was unclear. The Water Treatment Plant lighting project will be paid with PSE rebate funds, and was approved by council in June of this year.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	Various
Proposed Expenditure	\$433,000
Budget Amendment Required?	Yes
Revenue Source	Various

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Budget Ordinance 2993, 1st quarter budget amendment Ordinance 3003

Competing Viewpoints Considered: Budget should not be amended.

Recommended Motion: I move to adopt Ordinance 3009 authorizing the 2nd quarter amendment to the 2017/2018 biennial budget.

Alternative Actions: Do not adopt budget amendment.

Attachments (listed in order presented): Ordinance 3009

ORDINANCE 3009

AN ORDINANCE AMENDING ORDINANCE NO. 2993 ADOPTED ON NOVEMBER 28, 2016, ENTITLED “AN ORDINANCE ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES AND USES FOR THE 2017/2018 BIENNIUM”

WHEREAS, The Storvik Park Spray Pad project in the Parks Department was not completed in 2016 and requires a rollover budget amendment to provide budget authority to conclude the project, using funding sources in the current fiscal year of donations, REET, and impact fees, and

WHEREAS, The Washington Park Restroom project was not completed in 2016 and requires a rollover budget amendment to provide budget authority to conclude the project, using funding sources in the current fiscal year of REET, and

WHEREAS, A city relighting project was authorized by City Council on June 12, 2017, and this amendment will provide the budget authorization for that project;

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

Section 1. Ordinance No. 2993 dated November 28, 2016 adopting the Budget for the 2017/2018 biennium is hereby amended to reflect the following revisions to expenditures and revenues in the following funds:

BARS Number	Description	DR	CR
108.410.594.76.60	Spray Park Rollover	250,000	
108.410.397.00.00	Transfers In Impact Fees		50,000
108.410.397.00.00	Transfers In REET		50,000
108.4110.367.00.00	Donations		150,000
108.410.594.76.60	Washington Park Rollover	55,000	
108.410.397.00.00	Transfers In REET		55,000
401.730.534.10.48	LED Lighting upgrade	128,000	
401.000.337.00.00	PSE Rebate		128,000

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

PASSED AND APPROVED THIS 24th day of July, 2017

CITY OF ANACORTES, WASHINGTON

BY: _____
Laurie Gere, Mayor

ATTEST:

(Corporate Seal)

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM

Darcy Swetnam
City Attorney

2005 UTGO refunded bond

	Valuation	Valuation in thousands
library bond valuation	3,000,817,498	3,000,817
2020 Principal amount		490,000
400K house value in thousands		400
Princiapl per 1000/assessed		0.1633
400K home tax levy savings in 2020:		65.32

Continue rebate:

Rebate amount per year:	31,372
Savings per thousand:	0.01045
400K home tax levy saving per year:	4.18

Tax savings already gained (2004-2017)	\$439,208.00
Total tax savings with early payoff:	\$929,208.00



City Council Agenda Bill

Meeting Date: 7/24/2017

Agenda Item: 7e

Subject: Early payoff of year 2020 Library Bond Payment

Staff Contact: Steve Hoglund

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

Action Type	
	Ordinance No.
	Code Revision?
x	Resolution No. 1991
	Contract
	Public Hearing
	Staff Report

Summary Statement: The following resolution would authorize early payment of the last year of the Library bond. This is not to pay off the entire balance, only the final year (2020); debt service payments would still be required for 2017, 2018, and 2019. With this early payoff, the City will be debt free by the end of 2019, with the exception of the debt carried in the Water Utility.

Background: In 2001 city residents authorized by public vote a bond issue (and corresponding tax levy to pay the debt service) to construct and equip a new library. (That bond was subsequently refunded in 2005.) Through significant donations, and an under budget project, there was \$500,000 in cash left over at the end of the project. Through Resolution 1624 Council authorized a rebate of that \$500K back to the taxpayers in the form of a lower annual tax levy, but with a number of years in the early and mid 2000's of high interest earnings, the \$500,000 fund has not diminished as significantly as projected, and there remains enough cash to call the final year of the bond. Calling the last year of the bond will extinguish the cash balance, and at the same time effectively put over \$500,000 back into the local economy in the form of lower taxes in 2020.

Budget Impact	
Amount Budgeted	NA
Budget Account (BARS)	200.111.10.00.00
Proposed Expenditure	\$490,000
Budget Amendment Required?	No
Revenue Source	Library cash

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Resolution 1624

Competing Viewpoints Considered: Don't call the last year of debt early, leave the rebate in place, run the property tax levy through fiscal year 2020, and make the last payment on schedule.

Recommended Motion: I move to adopt Resolution 1991 authorizing the redemption of the 2020 maturity of the 2005 UTGO library bond.

Alternative Actions: Do not authorized the resolution, leave all as is.

Attachments (listed in order presented): Resolution 1624, Resolution 1991, Notice of Redemption

RESOLUTION No 1624

A RESOLUTION AUTHORIZING ANNUAL REBATE TO THE TAXPAYERS
THROUGH PROPERTY TAX LEVY REDUCTION ON SCHEDULED
LIBRARY BOND DEBT SERVICE PAYMENTS

WHEREAS, the City of Anacortes in the year 2000 issued Library Bonds in the principal amount of \$6,050,000 for the construction of a new Library building, and

WHEREAS, building construction efficiency effected a \$500,000 cost saving, and

WHEREAS, the City desires to rebate said monies to the property tax payers through an annual levy reduction over the remaining 17-year life of the bonds by reducing the annual debt service requirement to be paid from property taxes,

NOW, THEREFORE, BE IT RESOLVED by the Anacortes City Council that the Finance Director be directed at budget preparation time each year (2004-2020) to reduce the Library property tax levy to the taxpayers of Anacortes by rebating monies toward debt service payments in amounts as shown on attached schedule entitled "Library Property Tax Payers Rebate" so that by the end of bond maturity a total of \$500,000 will have been rebated (Note resulting tax levy deductions will depend upon both total city-wide and individual assessed valuations as annually determined by the County Assessor) This Resolution authorizes the necessary inter-fund transfers to be made to effect scheduled payments

PASSED AND APPROVED this 3rd day of February 2003

CITY OF ANACORTES

By H. Dean Maxwell
H Dean Maxwell

ATTEST

George Khtarian
George Khtarian, City Clerk

APPROVED AS TO FORM

Ian S. Munce
Ian S Munce, City Attorney

City of Anacortes
LIBRARY PROPERTY TAX PAYERS REBATE
 2001 Library G O (Voted) Bonds for new Library Building

Year	(Debt Svc Schedule) Total Principal & Interest Payment	<u>To Be Paid From</u>	
		<u>Tax Levy</u>	<u>REBATE</u>
2004	\$527,223	\$497,811	\$29,412
2005	525,935	496,523	29,412
2006	524,110	494,698	29,412
2007	526,748	497,336	29,412
2008	523,579	494,167	29,412
2009	524,873	495,461	29,412
2010	520,360	490,948	29,412
2011	525,100	495,688	29,412
2012	522,850	493,438	29,412
2013	524,738	495,326	29,412
2014	520,475	491,063	29,412
2015	525,350	495,938	29,412
2016	528,788	499,376	29,412
2017	525,788	496,377	29,411
2018	526,848	497,437	29,411
2019	526,260	496,849	29,411
2020	529,000	499,589	29,411
Totals	\$8,928,025	\$8,428,025	\$500,000

RESOLUTION NO. 1991

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES,
AUTHORIZING THE REDEMPTION OF DEBT SERVICE YEAR 2020 OF THE 2005
UNLIMITED TAX GENERAL OBLIGATION LIBRARY BOND

WHEREAS, in 2003 the City Council of the City of Anacortes adopted Resolution 1624 authorizing a \$500,000 rebate to the tax payers of cost savings on the new Library construction project; and

WHEREAS, the remaining library bonds are callable, meaning they can be paid off early if the City so wishes, and the final year of 2020 has a callable principal balance of \$490,000; and

WHEREAS, there is sufficient cash in the Library "rebate account" to call the final year of the bond, thereby saving the taxpayers over \$500,000 in principal and interest in 2020; and

WHEREAS, the City Council wishes to use those funds to call the final year of the 2005 UTGO Library bond, now therefore:

BE IT RESOLVED, BY THE City Council of the City of Anacortes that the Notice of Redemption of the Anacortes UTGO Library Bond for the call and redemption of the 2020 maturity is hereby authorized.

ADOPTED, at the regular meeting of the City Council of the City of Anacortes, this 24th day of July 2017, by a majority of the members.

City of Anacortes, Washington

BY: _____
Laurie Gere, Mayor

ATTEST:

Steven D. Hoglund, City Clerk

Notice of Redemption*
City of Anacortes, Washington
Unlimited Tax General Obligation Refunding Bonds, 2005

NOTICE IS HEREBY GIVEN that the City of Anacortes, Washington, has called for redemption on September 1, 2017 the Unlimited Tax General Obligation Refunding Bonds, 2005 maturing in 2020, as identified below.

The Bonds will be redeemed at a price of one hundred percent (100%) of their principal amount, plus accrued interest to September 1, 2017 (the "Redemption Price"). The Redemption Price of the Bonds is payable on presentation and surrender of the Bonds at the office of:

U.S. Bank
Global Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

Interest on all Bonds or portions thereof which are redeemed shall cease to accrue on September 1, 2017.

The following Bonds are being redeemed:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Rate</u>	<u>CUSIP Nos.</u>
2020	\$490,000	4.05%	032429 FY3

*IF BONDS ARE TO BE SELECTED BY LOT. PLEASE INDICATE SO IN THE AREA DESIGNATED BY BOND NUMBER. (ATTACH ADDITIONAL PAGES IF REQUIRED). [N/A]

Special Instructions: NONE

TOTAL AMOUNT TO BE CALLED: \$490,000

IF PUBLISHED, WHEN? August 1, 2017.

APPROVED BY _____ DATE _____

SENDER'S: TELEPHONE # (360) 293 - 1906

FAX#: (360) 293 - 1928

COMPLETED FORMS CAN BE EMAILED TO U.S. BANK NATIONAL ASSOCIATION TO THE PARTIES BELOW:

Carolyn Morrison, Phone: 206-344-4678 carolyn.morrison@usbank.com

Ryan Brennan, Phone: 206-344-4648 ryan.brennan@usbank.com

Julie KammueLLer, Phone: 651-466-6113 julie.kammueLLer@usbank.com

MH SSU21310
7/14/2017

TO
Hartford

MH SSU21310
11:38

189.8 FT



EMERGENCY SEWER
REPLACEMENT - BLES
BOT & BOS NPADD.

7-17-17
DRAWN BY: TTH

- 1" = 50'
- REPLACE EXIST. 8" CONC. MAIN WITH 8" PVC FROM MH 42-172 TO MH 42-111
 - RECONNECT ACTIVE SIDE SEWERS ONLY
 - BRUSHPILE PER MOVED CON JTH DETAIL ST-01
 - INSTALL 4" PVC CONDUIT FOR FUTURE FIBER AT 2' DEPTH



City Council Agenda Bill

Meeting Date: 7/24/2017

Agenda Item: 7f

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

Staff Contact: Fred Buckenmeyer

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

Action Type	
	Ordinance No.
	Code Revision?
X	Resolution No. 1993
X	Contract
	Public Hearing
	Staff Report

Summary Statement: Pursuant to RCW 39.04.280, City Staff seeks an emergency declaration from City Council regarding the repair/replacement of a sanitary sewer main located in the alley between West 2nd and West 3rd Streets and Hartford and Illinois Avenues. Resolution 1993 submitted for approval further states that the Council authorizes the Public Works Director, Finance Director, and Mayor to proceed without solicitation of bids to a contract for construction of the repair/replacement of approximately 380 linear feet of sanitary sewer pipe at said location.

Background: On or about July 15, 2017, a sewer back-up was reported at the location described above which resulted from a collapsed sanitary sewer (SS) main. The damage to the SS main occurred because the pipe is an ageing concrete pipe with significant root intrusion along the length of the whole line, and the damage presents an imminent potential for total failure and property damage. This event falls within the definition of an emergency as set forth under RCW 39.04.280.

Budget Impact	
Amount Budgeted	\$2,918,000.00
Budget Account (BARS)	440.000.594.35.63
Proposed Expenditure	NTE \$96,689.78
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Construction Unlimited
Amount	NTE \$96,689.78
Start Date	Ratified
End Date	9/30/17

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move to approve Resolution 993 and award a contract to Construction Unlimited for the above-referenced work.

Alternative Actions: N/A

Attachments: Resolution 1993, PO No. 17-094-SEW-001

CITY OF ANACORTES

RESOLUTION NO. 1993

A RESOLUTION of the City of Anacortes, Washington, relating to public works; making findings pursuant to RCW 39.04.280; declaring an emergency and authorizing the Public Works Director and Finance Director, under the supervision of the Mayor, to acquire replacement of damaged sanitary sewer main located in the alley between West 2nd and West 3rd Streets and Hartford and Illinois Avenues, without solicitation of bids; and authorizing the Public Works Director, Finance Director and Mayor to carry out this authorization.

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

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

- 1.1 The City's sanitary sewer system which includes over 100 miles of sanitary sewer lines is the responsibility of the City's to maintain.
- 1.2 On or about July 15, 2017, a sewer backup was reported in the alley between West 2nd and West 3rd Streets and Hartford and Illinois Avenues.
- 1.3 A video investigation was conducted which revealed that the ageing concrete sanitary sewer main collapsed, had significant root intrusion along the length of the whole line, and was significantly damaged; a state of imminent potential for total failure causing property damage and becoming a risk to human health.
- 1.4 Installation of replacement pipe to repair the damage is "public work" as defined by RCW 39.04.010 (4).
- 1.5 RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements for public works in the event of an emergency. For purposes of RCW 39.04.280, an "emergency" is any unforeseen circumstance beyond the control of the municipality that either (a) presents a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

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

Section 2. Designation of Single Source Purchase. Based on the Recitals and Findings above, it is appropriate and lawful under RCW 39.04.280 for the City to waive the competitive bidding requirements and to contract for the replacement of said sanitary sewer main; an approximate 380 linear feet of sewer pipe.

Section 3. Authority of Public Works Director. The City’s Public Works Director and Finance Director are authorized, under supervision of the Mayor, to proceed to contract, without solicitation bids, for the replacement of damaged sanitary sewer main located in the alley between West 2nd and West 3rd Streets and Hartford and Illinois Avenues, and to take such actions as necessary to carry out the intent and direction of this Resolution.

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

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

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 24th day of July 2017.

Laurie Gere, Mayor

ATTEST:

Steve D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney



PURCHASE ORDER 17-094-SEW-001

Emergency Sewer Repair Blocks 804 & 805 Northern Pacific Addn.

Construction Unlimited Inc.
2201 Skyline Way, Ste 203
Anacortes, WA 98221

Contact: Ted Anstensen
Phone: (360) 293-1266

Completion Date: 9/30/17

Date: July 25, 2017

Issuing Office: (360) 299-1971
Tiffany Matson, Contract Specialist
City of Anacortes— Legal Department
PO Box 547
Anacortes, WA 98221

Project Manager: Tim Hohmann
Phone: (360) 588-8068
Email: timh@cityofanacortes.org

Qty	DESCRIPTION	U/M	Amount
1	Contractor shall provide all labor, equipment and materials to repair and replace approximately 380 LF of existing 8" concrete sewer main with new 8" PVC sewer pipe from Manhole U2-172 at vacated Illinois Avenue to manhole U2-111 in Hartford Avenue. Existing side sewer connections will be connected to the new main line. The trench will be backfilled and the alley surface will be restored with Crush Surfacing Top Course per COA Standard Detail ST-01. The Project is named as "Emergency Sewer Repair Blocks 804 and 805 Northern Pacific Addition". WORK is described in enclosed Exhibit A which is hereby incorporated by reference and made a part hereof. WORK is subject to: (1) 2016 WSDOT Standard Specifications for Road, Bridge and Municipal Construction, as modified per enclosed Exhibit B, Special Provisions, and (2) 2011 City of Anacortes Engineering Standards The above-referenced documents are hereby incorporated by reference and made a part hereof. Final measurement and payment for the Work subject to Project Manager authorization, will be determined in accordance with Provision 1-09.6 Force Account as cited under the 2016 WSDOT Standard Specifications. Questions of a technical nature may be directed to Tim Hohmann whose contact information is provided above. Questions of a contractual nature may be directed to the Issuing Office. <u>WASHINGTON STATE PREVAILING WAGES</u> The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/dli/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is 7/18/17. A copy of the applicable prevailing wages rates are also available for viewing at the office of the Owner, located at 904 5th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project. The Department of Labor and Industries provides the wage forms. Payments by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project. For contracts in excess of \$10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of <i>Intent to Pay Prevailing Wages</i> approved by the Department of Labor and Industries and the address and phone number of the Industrial Statistician where complaints or inquiries may be made. The City will refer any dispute regarding the prevailing rate of wage to the Department of Labor and Industries for arbitration.	NOT TO EXCEED	\$89,115.00
	Subtotal		\$89,115.00
	Sales Tax @ 8.5%		\$ 7,574.78
	Total Price		\$96,689.78

CONSTRUCTION UNLIMITED, INC.

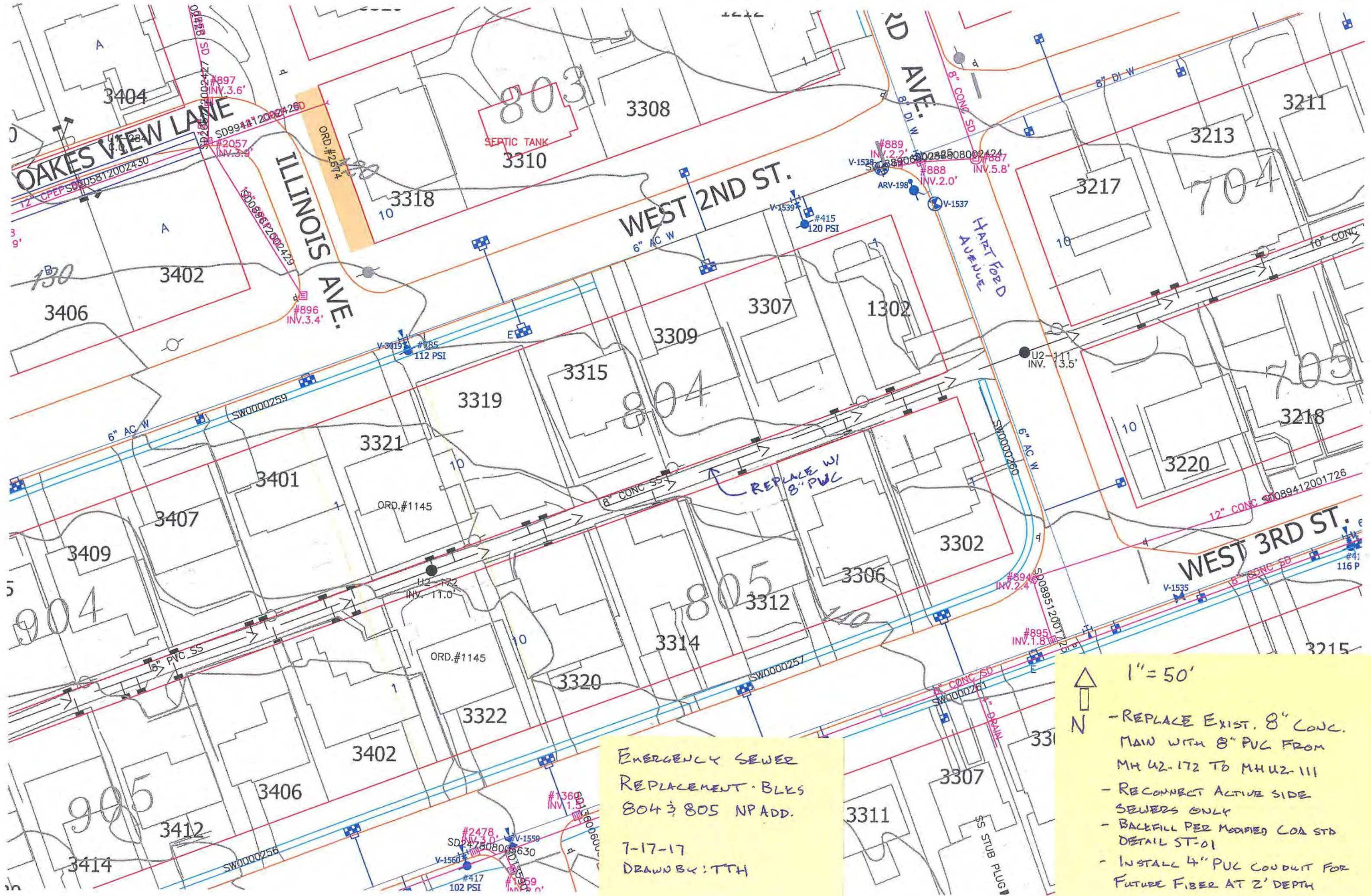
CITY OF ANACORTES

(Print Name)

Date

Mayor

Date



EMERGENCY SEWER
REPLACEMENT - BLKS
804 & 805 NP ADD.

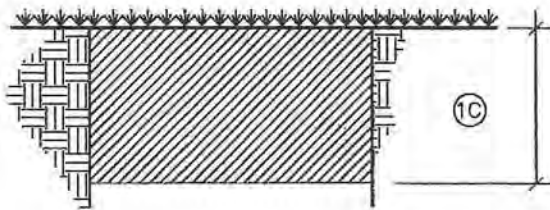
7-17-17
DRAWN BY: TTH



1" = 50'

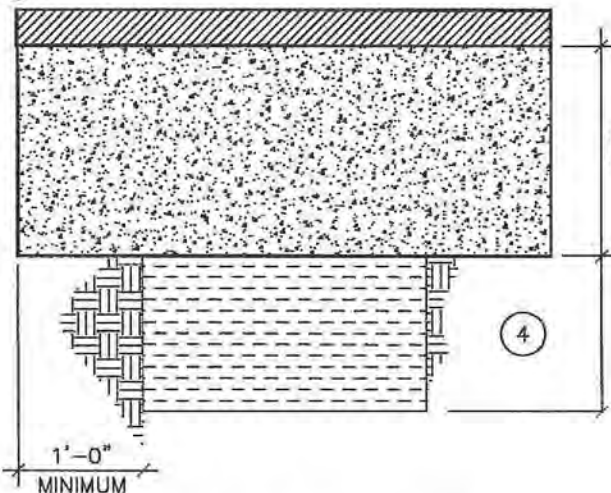
- REPLACE EXIST. 8" CONC. MAIN WITH 8" PVC FROM MH U2-172 TO MH U2-111
- RECONNECT ACTIVE SIDE SEWERS ONLY
- BACKFILL PER MODIFIED COA STD DETAIL ST-01
- INSTALL 4" PVC CONDUIT FOR FUTURE FIBER AT 2' DEPTH

EMERGENCY SEWER REPLACEMENT
BLKS 804 & 805 NP ADD.



PUBLIC EASEMENTS

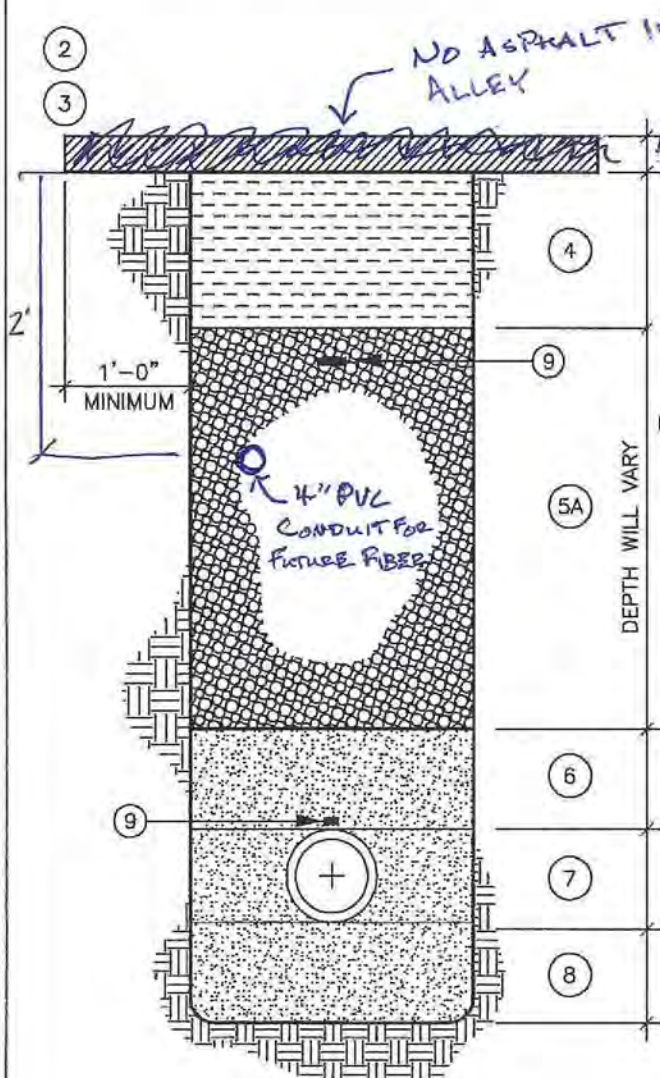
2
3



CONCRETE PAVED STREET

GENERAL NOTES:

- 1A. 3 INCH MINIMUM CLASS B ASPHALT, PER SECTION 2-06.3(2) OF THE 2002 WSDOT STANDARD SPECIFICATIONS FOR ROADS, BRIDGES AND MUNICIPAL CONSTRUCTION.
- 1B. CONCRETE PATCH TO BE THE SAME DEPTH AS EXISTING CONCRETE STREET.
- 5B 1C. 12 INCHES - COMPACTED DEPTH TOP SOIL TO BE FINISHED WITH SEED OR SOD. SEED TO BE WEED FREE.
2. SAWCUT
3. ALL JOINTS BETWEEN OLD AND NEW ASPHALT TO BE SEALED (SECTION 5-05.3(8)B) USING A HOT POURED JOINT SEALANT, PER SECTION 9-04.2(1).
4. 6 INCHES - CRUSHED SURFACING, PER SECTION 9-03.9(3), AND PREPARED PER SECTION 2-06.3(2), "SUBGRADE FOR SURFACING".
- 5(A). GRAVEL BASE MATERIAL, APPROVED WSDOT SPECIFIED MATERIAL, OR SPECIFIED IN THE APPROVED PLANS. MATERIAL TO BE COMPACTED TO 95%, PER SECTION 7-09.3(11) "COMPACTION BACKFILL". SEE ALSO, SECTION 7-08.3(3) "BACKFILLING".
- 5(B). CONTROL DENSITY FILL WILL BE REQUIRED BY THE CONTRACTOR IF THE TRENCH CROSSING FAILS.
6. THE PIPE ZONE SHALL BE BACKFILLED WITH SAND BACKFILL TO 12-INCHES ABOVE THE PIPE, PER SECTION 7-09.3(10) "BACKFILLING TRENCHES". THE PIPE ZONE SHALL BE COMPACTED TO 90%, PER SECTION 7-08.3(1)C.
7. SAND BACKFILL - PIPE ZONE
8. 6 INCHES - SAND BACKFILL
9. LAY ALUMINUM LOCATE TAPE A MINIMUM OF 12 INCHES BELOW FINISHED GRADE AND 12 INCHES ABOVE PIPE.



PAVED STREET

SCALE: NOT TO SCALE

DRAWN BY: S.L.

FILE: ST-01 UTILITY TRENCH TYPICAL.DWG

EFFECTIVE DATE:

01-20-2005

REVIEW BY DATE:

05-31-2013

REVIEWER:

BUCKENMEYER



DETAIL: ST-01

STREET CUT REPAIR
TYPICAL

APPENDIX A - STANDARD DRAWING 2011

MODIFIED - 7-17-17 TTH

**EMERGENCY SEWER REPAIR BLOCKS 804 & 805 NORTHERN PACIFIC ADDN.
PURCHASE ORDER 17-094-SEW-001
SPECIAL PROVISIONS
EXHIBIT B**

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2016 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

- 2016 *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT as modified by the APWA Special Provisions provided herein
- 2011 City of Anacortes EDS Construction Standards (www.cityofanacortes.org/PublicWorks/Engineering/EngineeringStandards-2011)

Contractor shall obtain copies of these publications, at Contractor's own expense.

DIVISION 1 – GENERAL REQUIREMENTS

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bonds for the full contract amount. The bonds must be separate payment and performance bonds and each shall be for the full contract amount. The bonds shall:

1. Be on Contracting Agency-furnished forms;
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:

- a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
- b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-05.7 Removal of Defective and Unauthorized Work
(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.12(1) One-Year Guarantee Period

(March 8, 2013 APWA GSP)

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees

should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Taxes

Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax *(June 27, 2011 APWA GSP)*

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of

tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.18 Public Liability and Property Damage Insurance

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance

(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

A. Insurance Term

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

B. Extended Coverage for Completed Operations

The Contractor shall maintain Commercial General Liability completed operations coverage for a period of three years following substantial completion of the work for the benefit of the City by naming the **City of Anacortes and its officers, elected officials, employees, agents, and volunteers an additional insured** using Additional Insured-Completion Operations endorsement CG 20 37 10 01 or an endorsement providing at least as broad coverage.

C. No Limitation

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

D. Minimum Scope of Insurance

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

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

Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

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

E. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

F. Public Entity Full Availability of Contractor Limits

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

G. Other Insurance Provision

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

H. Acceptability of Insurers

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

I. Verification of Coverage

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

J. Subcontractors' Insurance

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

K. Notice of Cancellation

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

L. Failure to Maintain Insurance

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

1-07.24 Rights of Way
(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-09.11(3) Time Limitation and Jurisdiction
(July 23, 2015 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW

36.01.05 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13(3) Claims \$250,000 or Less
(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration
(July 23, 2015 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.



City of Anacortes Public Works

"Essential Services for our Community"



CITY OF ANACORTES

WASTEWATER TREATMENT PLANT OUTFALL REPAIR



Recommended Action

To provide consent to award a contract in the amount of \$1,524,079.00 to Culbertson Marine Construction Inc. for the repair of the WWTP Outfall



City of Anacortes Public Works

"Essential Services for our Community"





Outfall Details

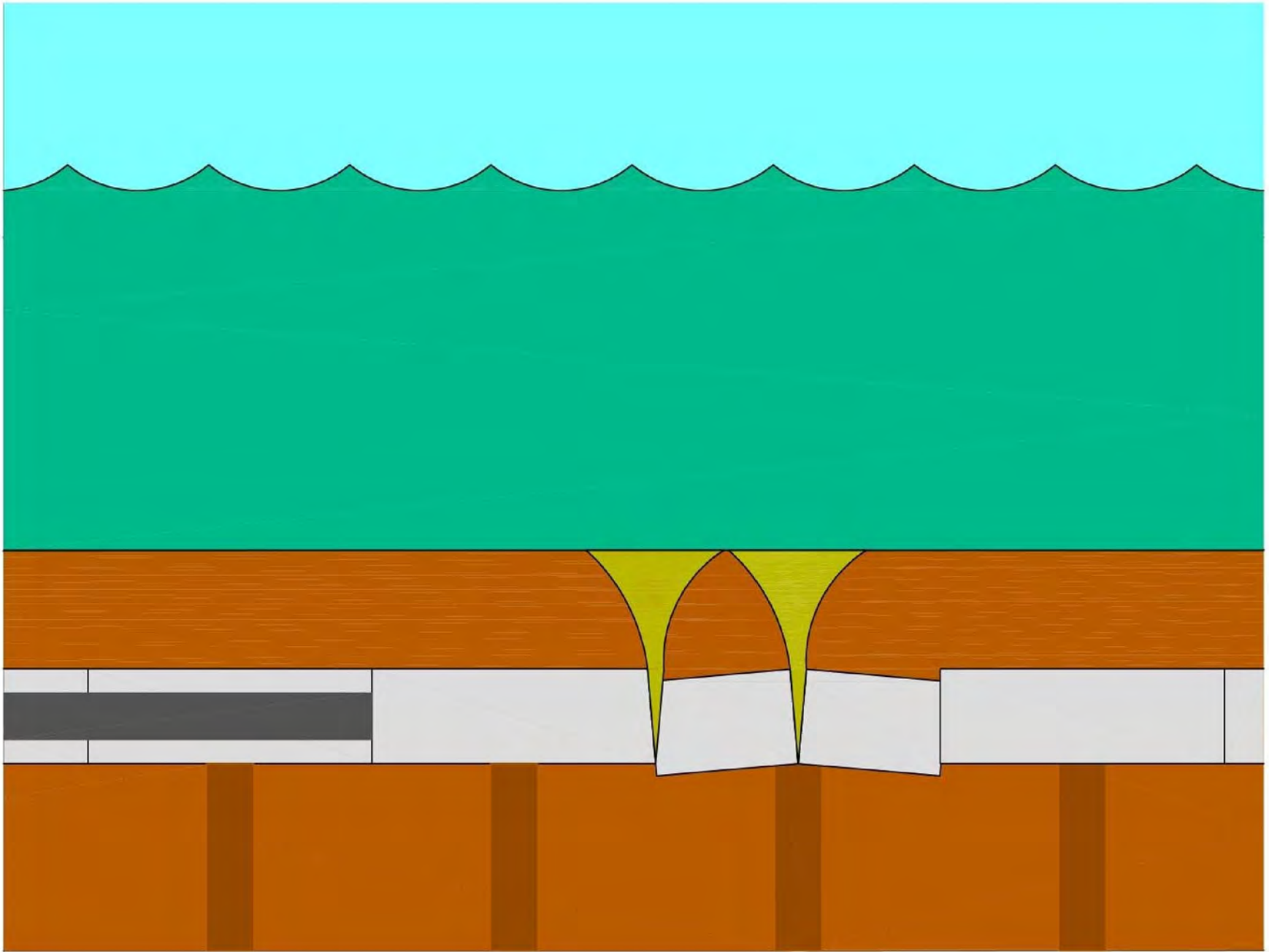
- Construction Circa 1954
- In Easement Obtained in 1954
- Pipe in Very Poor Condition
- Buried Approximately in 10 feet +/- of Backfill
- Water Depth Varies from Approximately 10 to 20 feet
- Located Adjacent to Active Shipping Terminal
- Located in Guemes Channel, Tidally Influenced
- Different Pipe Material Exist
- WWTP and Outfall Operate 24/7

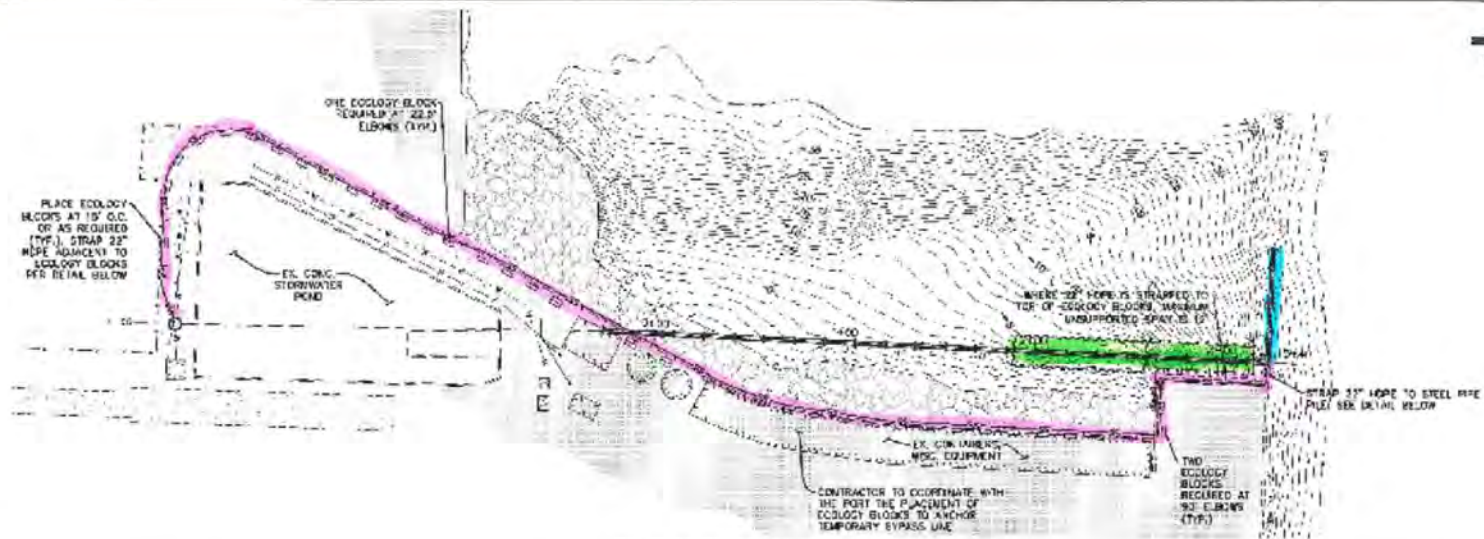


City of Anacortes Public Works

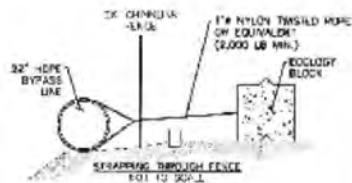
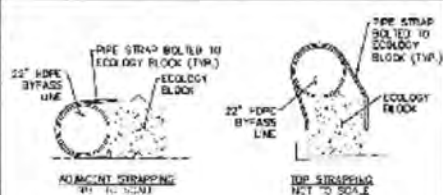
"Essential Services for our Community"



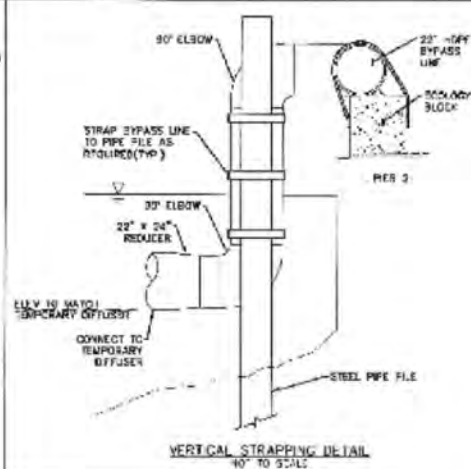




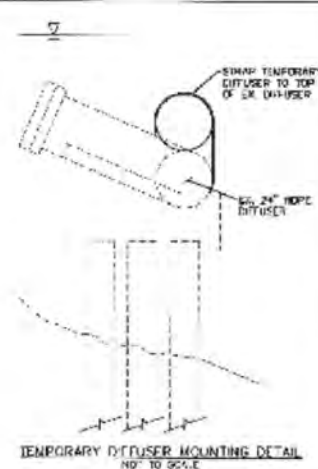
TEMPORARY BYPASS LINE PLAN
NOT TO SCALE



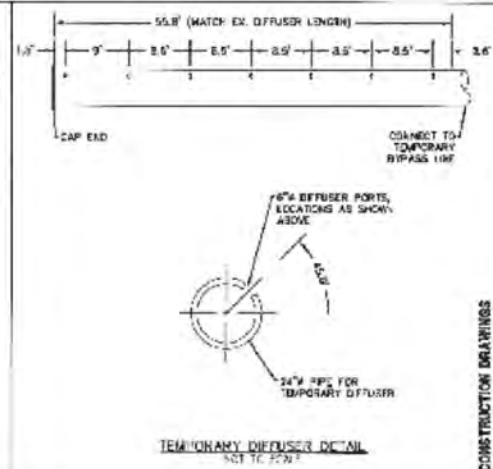
BLOCKING/STRAPPING DETAIL
NOT TO SCALE



VERTICAL STRAPPING DETAIL
NOT TO SCALE



TEMPORARY DIFFUSER MOUNTING DETAIL
NOT TO SCALE



TEMPORARY DIFFUSER DETAIL
NOT TO SCALE

CONSTRUCTION DRAWINGS

	UNIT	RFM405.5
DESIGNED BY: J.L.B.	07/20/17	REV: 1
CHECKED BY: H. PO. 754W	07/20/17	
DESIGNED BY: J.L.B.	07/20/17	
SCALE: 1" = 10'-0"	07/20/17	
Drawn by: J.L.B. w/ J. PO. 754W		
Reviewed by: J. PO. 754W		

2. View of NEW 405 at bridge on HWY 101 and 405/2000/



SKILLINGS CONNOLLY
 6613 JONES BOULEVARD, SUITE 100, LAGUNA, CA 92653
 PH: (949) 451-9390 www.skconn.com

ANACORTES OUTFALL
 ANACORTES V.06

BYPASS DETAILS
 0000
 001
 002
 003



ANACORTES OUTFALL

ANACORTIS

525

PROPOSED OUTFALL PROFILE

10121	10121
10121	10121

- Competitive Bidding Requirements Waived
- Cost
- Schedule



City Council Agenda Bill

Meeting Date: 7/24/2017

Agenda Item: 7g

Subject: Contract Award to Culbertson Marine Construction Inc. for the Repair of the WWTP Outfall

Staff Contact: Matt Reynolds

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 13-020-SEW-009
	Public Hearing
	Staff Report

Summary Statement: Staff recommends the City Council provide consent to award a contract to Culbertson Marine Construction Inc. in the amount of \$1,524,079.00 to repair of the Wastewater Treatment Plant (WWTP) outfall. The work involves the replacement of approximately 120 feet of pipe under approximately 10 feet of fill located underwater adjacent to the Guemes Channel, including the construction of a sheet pile cofferdam containment structure and temporary outfall bypass piping.

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. It is anticipated that the work will begin on August 1st and is expected to take seven weeks to complete.

Budget Impact	
Amount Budgeted	\$2,918,000.00
Budget Account (BARS)	440.000.594.35.63
Proposed Expenditure	\$1,524,079.00
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Culbertson Marine
Amount	\$1,524,079.00
Start Date	August 1, 2017
End Date	November 1, 2017

Previous Council/Committee Action: Sole-source Resolution 1960 was approved May 23, 2016 as well as contracts for design and preliminary construction.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council provide its 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.

Alternative Actions: N/A

Attachments Contract 13-020-SEW-009, Resolution 1960

**City of Anacortes WWTP
Outfall Line Repair
CONTRACT 13-020-SEW-009 FOR CONSTRUCTION**

This Contract is by and between The City of Anacortes (Owner) and
Culbertson Marine Construction (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.1 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. The City of Anacortes "WWTP Outfall Repair" project includes the removal of approximately 120 lineal feet of the existing outfall pipe, including a 24" concrete carrier pipe and a 22" HDPE liner, and replacing with 30-inch HDPE pipe. In addition to the removal and installation of the pipe the work will also include the use of barge-mounted equipment to install temporary sheet pile walls, the excavation and disposal of approximately 700 CY of excavated material and backfilling with clean material. It is not known at this time if the material is contaminated but for the sake of this contract, it is assumed that it is and will need to be disposed of accordingly. Temporary work will also include the installation of bypass piping and a temporary diffuser pipe.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located west of the Port of Anacortes' Pier 2, situated in Guemes Channel in Anacortes Washington.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer.

Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.2 Contract Documents Defined

A. The Contract Documents consist of the following documents:

- 1. This Contract.
- 2. Performance bond.
- 3. Payment bond.
- 4. Specifications listed in the Table of Contents.
- 5. Drawings as listed on the Drawing Sheet Index.
- 6. Addenda.
- 7. NWS-2017-101 - NWP Authorization Letter with enclosures.
- 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.1 Engineer

A. The Engineer for this Project is Skillings Connolly, Inc.

ARTICLE 4 - CONTRACT TIMES

4.1 Contract Times

A. The Work will be substantially completed on or before **October 1, 2017** and completed and ready for final payment on or before **November 1, 2017**.

4.2 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and

those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

- C. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.
- D. The Contract Documents were prepared based on means, methods, techniques, sequences, and procedures of construction, provided by the Contractor who will be responsible for the work; therefore, the Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for changes necessary because of issues with his chosen construction means, methods, techniques, sequences or procedures of construction.

4.3 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.1 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of **One Million Five Hundred Twenty-Four Thousand Seventy-Nine Dollars [\$1,524,079.00]**, which includes \$119,397.89 in taxes, for all Work.

ARTICLE 6 - BONDS AND INSURANCE

6.1 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. The bonds must meet the following provisions:
 - 1. Be for the full amount of the project, including tax.
 - 2. Name City of Anacortes as the obligee.
 - 3. List the correct Project Name and Project Number.
 - 4. Be signed by both the surety (the Attorney in Fact) and the Contractor.
 - 5. Be issued by a surety authorized to do business in the State of Washington (listed on the Insurance Commissioners website) and which meets the AM Best Rating required in the Contract Documents. If no requirement exists, a minimum of AM Best Rating A-7 or better will be required.

6.2 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u>1,000,000</u>
Bodily Injury/Disease Aggregate	\$ <u>1,000,000</u>

- b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

- c. Automobile Liability herein:

Combined Single Limit of:	\$ <u>1,000,000</u>
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- B. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The Owner and Port of Anacortes shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the Owner evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Owner under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

- C. Since the Contractor will be working from barges or other watercraft the Contractor must maintain Protection and Indemnity (P&I) insurance providing coverage for actions of the crew to third parties in the amount of \$1,000,000 each occurrence or accident. The Owner shall be named by endorsement as an additional insured on the Contractor's Protection and Indemnity insurance policy. The Contractor must also provide proof of insurance coverage in compliance with the statutory requirements of the Merchant Marine Act of 1920 (Jones Act).
- D. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- E. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis. Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.
- F. This Contract involves work on or adjacent to and/or work contributing to commerce on Navigable Waters of the United States, as defined by the U.S. Code of Federal Regulations. The Contractor therefore shall provide proof of insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act.
- G. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- H. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner, Engineer, and Port of Anacortes and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its

equivalent for design professional additional insureds.

- I. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- J. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- K. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours.

7.2 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site, (i.e.: the Port of Anacortes property). Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, the Port of Anacortes, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.3 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items

are specifically called for in the Contract Documents.

- B. The Contractor shall coordinate with the City of Anacortes Waste Water Treatment Plant operators to facilitate the bypass piping of the sewer effluent.
- C. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.4 Subcontractors and Suppliers

The Contractor shall give notice reasonably in advance of placing any subcontract; preferably the Contractor shall identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a Sub-Contractor to furnish supplies or services for performance of the prime Contractor or a Sub-Contractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed Sub-Contractor, (iv) proposed subcontract price.

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

1. of the acceptability of any subcontract terms or conditions;
2. of the allowability of any cost under this contract, or
3. to relieve the Contractor of any responsibility for performing this Contract.

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

7.5 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.6 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.7 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. Contractor shall follow all requirements as listed in NWS-2017-101 - NWP Authorization Letter with enclosures.
- C. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- D. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.8 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.9 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response

to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- B. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- C. Engineer will provide timely review of shop drawings and samples.
- D. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- E. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- F. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- G. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily

injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections

on the Site to check the quality or quantity of the Work.

- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.2 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.1 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such

condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.1 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, initiate mediation in accordance with the procedures of Washington Arbitration & Mediation Services.
- E. If the dispute is not resolved to the satisfaction of the parties through mediation, the Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.1 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.2 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.1 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The Contractor shall break lump sum items into units that will allow for measurement of Work in progress.

14.2 Applications for Payments:

- A. Contractor shall submit an application for payment monthly in a form acceptable to the Engineer, but no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations

associated with prior applications for payment.

14.3 Retainage

- A. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. The Contractor may elect to execute a Retainage Bond. The bond must be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State.
- B. Retainage will be released 45 days after final acceptance, provided that the following has occurred:
 - 1. All liens placed against the project have been released. For projects over \$35,000, releases from the Department of Labor and Industries, Department of Employment Security and the Department of Revenue will also be required.
 - 2. Affidavits of Wages paid for the final correct contract amount are approved and on file for the Contractor and any subcontractors.
 - 3. Worker's Compensation Premiums for the Contractor and any subcontractors are current.

14.4 WASHINGTON STATE PREVAILING WAGES

- A. Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. The applicable provisions are as follows:
 - 1. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of Intent to Pay Prevailing Wages approved by the Washington State Department of Labor and Industries.
 - 2. Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the Affidavit of Wages Paid approved by the Washington State Department of Labor and Industries.
 - 3. The Department of Labor and Industries provides the wage forms. Payment by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project.
 - 4. For contracts in excess of \$10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of Intent to Pay Prevailing Wages approved by the Department of Labor and Industries and the address and phone number of the Industrial Statistician where complaints or inquires may be made. The City will refer any dispute regarding the prevailing rate of wage to the Department of Labor and Industries for arbitration.
 - 5. The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries:
<https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is 7/14/17. A copy of the applicable prevailing wage rates are also available

for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

14.5 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.6 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.7 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.8 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion

thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.9 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.10 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.2 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.3 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.4 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.1 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has worked with the Engineer to create the Contract Documents based on his planned means, methods, techniques, sequences, and procedures of construction.
2. Contractor has done an independent estimate of the cost to do the work and is satisfied that he can construct the Work at the Contract Price.
3. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
4. Contractor has visited the Site, conducted a thorough visual examination of the Site, including an underwater survey, and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
5. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site, including underwater survey; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

Add the Contractor's representations from 1910-40A

ARTICLE 17 - MISCELLANEOUS

17.1 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.2 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.3 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.4 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.5 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.6 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

RESOLUTION NO. 1960

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, Washington relating to public works; authorizing the reconstruction and improvement of the City Wastewater Treatment Plant Outfall without following competitive bidding requirements in awarding the contract.

WHEREAS, the City is planning to replace a portion of the Wastewater Treatment Plant outfall pipe, by which treated effluent is discharged into the Guemes Channel. The pipe to be replaced is located on wood pilings under approximately ten feet of backfill and located under water in a marine environment that is tidally influenced and adjacent to active shipping lanes and an active shipping facility. The exact condition of the pipe cannot be determined until construction begins; and

WHEREAS, Section 70.95A.090 of the Revised Code of Washington provides a broad competitive bidding exemption for pollution control facilities improved by Cities; and

WHEREAS, Section 70.95A.020 defines pollution as “any form of environmental pollution, including but not limited to water pollution, air pollution, land pollution, solid waste disposal, thermal pollution, radiation contamination, or noise pollution,”; and

WHEREAS, Section 70.95A.020 defines pollution control facility to include “any land, building, structure, machinery, system, fixture, appurtenance, equipment or any combination thereof, or any interest therein...to be used...in furtherance of the purpose of abating, controlling, or preventing pollution,”; and

WHEREAS, the City desires to use its sole discretion to select a contractor with the specific skills and qualifications to complete the project due to the unknown condition of the existing outfall and supports, the complexity of the marine environment, and the technical difficulties of the project, which is inconsistent with the competitive bidding requirements under Washington law.

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

1. The City Wastewater Treatment Plant and its related equipment, including the outfall to be improved with the Wastewater Treatment Plant outfall replacement project, are consistent with the definition of a pollution control facility in Section 70.95A.020 RCW.
2. The exemption from competitive bidding requirements for pollution control facilities provided by Section 70.95A.090 RCW applies to the improvement of the Wastewater Treatment Plant outfall replacement project.

3. The technical challenges of the project, unknown condition of the existing structure, and the complexity of the marine environment in which the work will take place require specific skills and qualifications for the contractor to complete the project.
4. Therefore the City Council of the City of Anacortes, Washington hereby waives competitive bidding requirements for awarding the contract in the Wastewater Treatment Plant outfall replacement project.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 23rd day of May, 2016.


LAURIE M. GERE, MAYOR

Approved as to form and legality:


Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:


Steve D. Hoglund, City Clerk Treasurer



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning August 7, 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 7, 2017

- Anacortes Senior Center Interlocal Agreement with Skagit County

August 14, 2017

August 21, 2017

August 28, 2017

September 5, 2017

September 11, 2017

September 18, 2017

September 25, 2017

- Anacortes Americorp in Anacortes School District Presentation

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Jul 24, 2017, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Jul 26, 2017, 5:00 PM, Main Conference Room, City Hall
- Housing Affordability & Community Services, Thursday, Aug 3, 2017, 1:30 PM, Main Conference Room, City Hall
- Public Works, Monday, Aug 7, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Personnel, Monday, Aug 7, 2017, 5:00 AM, Main Conference Room, 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
