



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

June 26, 2017
6:00 p.m.

*** REVISED * PRELIMINARY AGENDA**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Planning Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of June 19, 2017
 - b. Approval of Claims in the amount of: \$293,896.08
 - c. Contract Award: Purchase of Fiber Optics Communication Materials (MicroFiber)
6. **Public Hearings**
7. **Other Business**
 - a. International Gateway Sign Update (Discussion)
 - b. Keystone Services, LLC Latecomer Agreement 2017-0001 (Discussion/Possible Action)
 - c. Contract Award: Preliminary Work to prepare for the Repair of the WWTP Outfall (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 July 3, 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.

July 3, 2017

CANCELLED IN LIEU OF COMMUNITY INDEPENDENCE DAY CELEBRATION

July 10, 2017

- Community Action of Skagit County 2016 Impact Report (Discussion)
- Resolution 1989: Heart Lake Aquatic Vegetation Management Plan (Discussion/Possible Action)
- Contract Award: Aquatic Vegetation Management of Heart Lake 17-073-PRK-001 (Discussion/Possible Action)
- Ordinance 3005: Wave Franchise Agreement (Discussion/Possible Action)

July 17, 2017

July 24, 2017

August 7, 2017

August 14, 2017

August 21, 2017

August 28, 2017

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Jun 26, 2017, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Jun 28, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Jul 3, 2017, 12:00 AM, CANCELLED
- Housing Affordability & Community Services, Thursday, Jul 6, 2017, 1:30 PM, City Hall
- Planning, Monday, Jul 10, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Jul 11, 2017, 4:30 PM, City Hall, Mayor's Office
- Finance, Wednesday, Jul 12, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Jul 17, 2017, 5:00 PM, Public Works Director's Office, City Hall

City Council Minutes – June 19, 2017

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of June 19, 2017 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett and Matt Miller were present. Councilmember Bruce McDougall was absent. The assembly joined in the Pledge of Allegiance.

Ms. Lovelett moved, seconded by Mr. Johnson, to excuse the absence of Mr. McDougall who was out of town. The motion passed unanimously by voice vote.

Announcements and Committee Reports

Public Safety Committee: Mr. Adams reported from the committee meeting the prior week at which Fire Chief Richard Curtis presented information about alternative proposals for the 2018 EMS levy ballot. Mr. Adams said the group also briefly discussed the bike corral parking presentation from the June 12, 2017 meeting and that both the fire and police chiefs were in favor of testing the concept on Commercial Avenue.

Mr. Miller reported from the Law and Justice Committee meeting the prior Wednesday. He announced the jail open house for invited guests on July 11 and reported on a presentation about public supportive housing in Mt. Vernon.

Finance Committee: Mr. Johnson reported from the committee meeting the prior Wednesday. He indicated that Finance Department staff were preparing a summary of the total tax burden for Anacortes residents from all taxing districts, had presented May month end figures to the committee, and also reported on the crime insurance policy which would be discussed later on the agenda. Mr. Johnson added that Dan O'Donnell from La Conner had attended the meeting to discuss agricultural irrigation water, a topic about which policy discussions would continue.

Public Works Committee: Mr. Johnson reported from the committee meeting earlier in the evening at which the members discussed the Keystone latecomer agreement presented at the June 5, 2017 regular City Council meeting, progress on the fiber optic project, and scheduled work to investigate seismic bracing options for City Hall as well as a possible revised space configuration for the third floor. Councilmembers discussed the seismic investigation at some length. Ms. Pickett expressed her disappointment that after decades of study no constructive action had been taken. Ms. Lovelett advised that the current contract would produce an engineering spec to continue the work and asked to quantify the safety factor that could be achieved with the amount budgeted for the current biennium. Mr. Johnson reported that the committee also discussed the deteriorating Commercial Avenue banner and was considering possible alternatives.

Mayor Gere announced a number of upcoming community events including Anacortes High School graduation Wednesday night, the Storvik Park Spray Pad ribbon cutting at 4:00 Wednesday afternoon, a visit from the Seattle Seahawks to Rice Field on Friday at 12:30 and Relay for Life at Rice Field all weekend.

Public Comment

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

Consent Agenda

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

- a. Minutes of June 5, 2017 and June 12, 2017
- b. Approval of Claims in the amount of: \$1,079,638.92
- c. Street Fair Application: Anacortes Arts Festival
- d. Contract Modification: 2017 Asphalt Overlay Project 17-003-TRN-001, Mod 02
- e. Contract Modification: 2017 Sanitary Sewer Improvements 16-074-SEW-001, Mod 01
- f. Contract Award: Install Manhole for Wastewater Outfall Repair Project 13-020-SEW-007
- g. Street Fair Application: Art Walk Summer Pedestrian Plaza

The following vouchers/checks were approved for payment:

EFT numbers: 85334 through 85386, total \$105,820.27

Check numbers: 85387 through 85420, total \$900,669.79

Wire transfer numbers: 217106 through 217657, total \$117,643.36

OTHER BUSINESS

Mayor Gere advanced Agenda Item 7b to precede Agenda Item 7a.

Ordinance 3007: Repealing AMC 2.08, City Officer Bonds

Finance Director Steve Hoglund presented draft Ordinance 3007 which would repeal Anacortes Municipal Code Chapter 2.08, City Officer Bonds. Mr. Hoglund reviewed RCW 35A.12.080 requiring bonds “conditioned on the honest and faithful performance of their official duties” for the treasurer and police chief, then pointed out that AMC 2.08 duplicated that statutory bonding requirement as well as specifying relatively low bond amounts for city employees. He then summarized the city’s current bond and crime insurance coverage through WCIA which provided much higher coverage at currently recommended levels. Mr. Hoglund’s slides were added to the packet materials for the evening. He recommended rescinding AMC Chapter 2.08 to avoid redundancy with the RCW and remove outdated policy limits. Mr. Walters moved, seconded by Mr. Johnson, to approve **Ordinance 3007**. Vote: Ayes – Walters, Pickett, Adams, Lovelett, Miller and Johnson. Motion carried.

Heart Lake Milfoil and Algae Treatments

Forestlands Manager Jonn Lunsford responded to councilmember questions from the most recent consideration of this topic at the June 5, 2017 regular City Council meeting. He reported on the various state agencies involved with management of the lake including Department of Fish and Wildlife, Department of Ecology and State Parks. Regarding usage restrictions following fluridone treatments, Mr. Lunsford advised that the half-life of the chemical was approximately 21 days. He said the product provided no recommended restrictions for swimming, fishing, or drinking after treatment but said that staff would have to post the lake at the time of treatment. Mr. Lunsford added that irrigating using fluridone treated water was restricted but that no irrigation water was pulled directly from the lake and that staff recommended not treating the lake until outflow had stopped for the season so there would be no downstream flow. Regarding funding options, Mr. Lunsford reported that there were currently approximately \$315K in the quarry fund and \$162K of Forest Endowment Fund interest that could be directed towards the project.

Mr. Johnson asked about the effectiveness of the boat/trailer inspections and signage used to help prevent spread of milfoil between lakes. Mr. Lunsford reported limited success of those measures. Mr. Johnson suggested closing Heart Lake to boating following the opening day fishing event in order to prevent

milfoil reinfestation. Mr. Adams disagreed and urged reaching out to fishing user groups before taking such a step. Mr. Miller agreed. He expressed support for proceeding with the milfoil and algae treatments recommended by staff but did not support use of general funds for that purpose. Mr. Miller inquired about the timeline for treatment. Mr. Lunsford explained the permitting, contracting and application steps involved and said the recommended treatment window would be July and August. Mr. Miller encouraged public education about that timeline. Mr. Walters noted that the suggested funding sources were all ultimately general fund dollars that were in demand for other projects including pavement management. He strongly urged adopting a multi-year aquatic vegetation management plan before approving funding, noting that Council had previously agreed on that strategy at its May 15 meeting. Ms. Lovelett expressed concern about the substantial unbudgeted expenditure in light of other important park projects.

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

Brian Wetcher, 814 26th Street, addressed boating's impact on the spread of milfoil, noting that aquatic birds also spread milfoil between lakes. Mr. Wetcher said staff's proposal, endorsed by the Forest Advisory Board, was the least invasive and toxic methodology available. He said that without treatment, Heart Lake would continue to experience toxic algae blooms each year which was a liability for the city. He urged Council to go forward with a plan to acquire permits and treat the lake. Mr. Wetcher commended staff for managing the ACFL in a thrifty manner for many years and urged general fund financing for the lake treatments. He called the quarry fund a long term resource for land acquisition and warned that spending it to fund vegetation management would make it unavailable for future acquisition of inholdings. Mr. Wetcher suggested general fund borrowing from the quarry fund instead.

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

Councilmembers continued discussion of funding mechanisms for treating the lake, generally favoring use of the quarry fund. Mr. Miller asked staff to prepare a five-year vegetation management plan that would address the treatment schedule, the permit timeline, and financing sources. Mr. Johnson asked that the plan also address steps to prevent reinfestation and spread of milfoil between lakes. Ms. Lovelett noted that the quarry fund and the Forest Endowment fund both replenish themselves, through ongoing rock sales and interest revenues, so would be appropriate funding sources along with the \$49K DOE grant for alum treatments. Mr. Lunsford advised that if the city wanted to accept the \$49K DOE grant, it needed to do so no later than July 1, preferably sooner.

Ms. Pickett said it was important to proceed with the milfoil treatments in light of the management plan for the lake as a recreational resource and moved to accept the DOE grant. The motion was not immediately seconded. Mr. Adams and Mr. Lunsford clarified that if the city accepted the DOE grant for algae treatment in 2018, it was effectively committing to pursuing milfoil treatment using city funds in 2017. Councilmembers discussed whether to vote on the grant agreement or wait and vote on an entire management plan at the June 26 or July 10 meeting. Mr. Johnson seconded Ms. Pickett's motion to accept the DOE grant with an amendment to direct staff to prepare a vegetation management plan including funding from the quarry fund and bring the plan back to Council for approval at its June 26, 2017 meeting. Mayor Gere restated the motion to approve Grant Agreement WQALG-2018-Anacor-00002. Ms. Pickett acknowledged Mr. Johnson's amendment to the motion to include using the quarry fund for the grant match. Vote: Ayes – Pickett, Adams, Lovelett, Miller and Johnson. Nays – Walters. Motion carried.

There being no further business, at approximately 7:00 p.m. the Anacortes City Council meeting of June 19, 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 June 26, 2017 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
216595	5/12/2017	1449	02144	WEST MARINE PRODUCTS, INC	BILGE PUMP - SAILING PROGRAM	\$43.38
217831	5/16/2017	2017-1400	10301	GONZALES LANDSCAPING &	STORVIK PARK SPRAY PARK SOIL & GRASS SEED	\$2,712.50
217343	5/23/2017	202454666	09222	WASHINGTON STATE FERRIES	TRAVEL EXPENSE-MARRS, FRASER	\$26.40
217345	5/23/2017	377535806	09222	WASHINGTON STATE FERRIES	WSF-TRAINING-MARRS, FRASER	\$17.35
217072	5/23/2017	5143646	00973	FISHER SCIENTIFIC	TYPE K THERMOMETER WATER PROOF	\$178.27
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
217347	5/24/2017	A33250	02405	SEBO'S DO-IT CENTER	PARKS - PADLOCK	\$59.83
217523	5/25/2017	0550332765	01941	HONEY BUCKET	MT. ERIE - WEEKLY PLUS EXTRA SVC.	\$382.50
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
217074	5/25/2017	U95549/1	00021	ACE HARDWARE	CITY HALL JANITORIAL	\$32.53
217065	5/25/2017	16123201	05523	PACIFIC POWER BATTERIES	BATTERIES PUBLIC SAFETY	\$150.59
217066	5/25/2017	A34043	02405	SEBO'S DO-IT CENTER	FACILITY USE TIEMS	\$6.50
217067	5/25/2017	A33824	02405	SEBO'S DO-IT CENTER	CEMENT/PVC PIPE/BALL VALVE-STORVIK	\$53.98
217078	5/26/2017	1198665 A	09354	DOUBLETREE INN	ACCOMMODATION FOR CHIEFS CONFERENCE	\$481.44
217076	5/26/2017	0474149582144125	08879	PARTY CITY	SURVIVOR CAMP SUPPLIES	\$181.02
217075	5/26/2017	714600013763	04308	COSTCO WHOLESALE CORPORATION	SURVIVOR CAMP SUPPLIES	\$97.80
217073	5/26/2017	158822	10605	PIPETTE.COM	PIPETTE CALIBRATION SERVICE	\$46.00
217927	5/28/2017	0002	10624	BETHLY, MERRILEE	REFUND OVERPAYMENT OF CAMPING FEES	\$50.00
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
217147	5/30/2017	A31556/1	00021	ACE HARDWARE	SOIL AND SEEDS	\$12.42
217143	5/30/2017	A37833	02405	SEBO'S DO-IT CENTER	GARAGE DOOR PARTS	\$7.14
217293	5/30/2017	114-9060308-3073058	08811	AMAZON.COM	NITRILE GLOVES	\$131.15
217146	5/30/2017	A37731	02405	SEBO'S DO-IT CENTER	FASTENERS/TIE WRAP/EYE BOLT	\$47.26

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
217145	5/30/2017	WAANA91479	00939	FASTENAL CO	TOOL	\$71.41
217191	5/30/2017	0171912-IN	06422	NURNBERG SCIENTIFIC	BIOHAZARD BAGS	\$64.17
217702	5/31/2017	114-5374791	04834	UNITED SITE SERVICES, INC	Portable toilet rental - Community	\$128.71
217703	5/31/2017	114-5374888	04834	UNITED SITE SERVICES, INC	Portable toilet rental - Thompson Trail	\$175.00
217704	5/31/2017	114-5374889	04834	UNITED SITE SERVICES, INC	Portable toilet rental - Cemetery	\$106.09
217705	5/31/2017	114-5374891	04834	UNITED SITE SERVICES, INC	Portable toilet rental - Ace of Hearts	\$95.79
217706	5/31/2017	114-5374927	04834	UNITED SITE SERVICES, INC	Portable toilet rental - WA Pk Loop #1	\$93.00
217707	5/31/2017	insert#	04834	UNITED SITE SERVICES, INC	Portable toilet rental - Edwards Way	\$105.56
217195	5/31/2017	636031	10184	US BANK	LUNCH: BUCKENMYER, CURTIS - EOC CLASS.	\$29.70
217192	5/31/2017	A38701	02405	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$8.93
217194	5/31/2017	17201	00306	BAYSHORE OFFICE PRODUCTS INC	CITY HALL 3RD FLOOR BREAKROOM SUPPLIES	\$5.36
217415	5/31/2017	WAANA91533	00939	FASTENAL CO	HOLE SAWS, HOLE SAW ADAPTERS FOR FIBER PROJECT	\$185.48
217355	5/31/2017	114-9191442-4506661	08811	AMAZON.COM	PH INDICATOR	\$20.94
217193	5/31/2017	A38303	02405	SEBO'S DO-IT CENTER	LAWNMOWER BLADE BALANCER	\$4.76
217249	5/31/2017	38001201601	02342	SAFeway INC	LOCAL PLANNING TRAINING 20170531	\$23.36
217190	5/31/2017	A38346	02405	SEBO'S DO-IT CENTER	NYLON BRUSH	\$4.11
217144	5/31/2017	111-1903108-2488206	08811	AMAZON.COM	BALL MOUNT AND PINTLE HOOK AND HITCH PIN AND CLIP	\$97.35
217742	6/1/2017	190-1840-00	00147	ANACORTES, CITY OF	WWTP UTILITY BILL	\$4,150.53
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
217252	6/1/2017	11747	10184	US BANK	LUNCH: CURTIS, BUCKENMYER - EOC CLASS.	\$29.09
217251	6/1/2017	A38956	02405	SEBO'S DO-IT CENTER	SEALANT, PAINTABLE UNDERCOAT FOR FIBER PROJECT	\$55.90
217408	6/1/2017	50095320	04057	THE SEMINAR GROUP	SCHOOLS/EDUCATIONAL SCHL-THE SEMINAR GROUP	\$130.00
217407	6/1/2017	50095320	04057	THE SEMINAR GROUP	SCHOOLS/EDUCATIONAL SCHL-THE SEMINAR GROUP	\$579.00
217410	6/1/2017	0172040-IN	06422	NURNBERG SCIENTIFIC	BUFFER PH4	\$86.50
217248	6/1/2017	1151123	00598	COLE-PARMER INSTRUMENT CO.	THERMOMETER SYSTEM TRACEABLE	\$185.65
217247	6/1/2017	52569040	01938	NORTHERN TOOL & EQUIPMENT CO	HOOK BASE FOR FORK LIFT TRUCK	\$501.27
217708	6/2/2017	114-5374890	04834	UNITED SITE SERVICES, INC	Portable toilet rental - WA Pk - Loop 2	\$71.84
217418	6/2/2017	R17APT7MPP	10596	SCANCAFE, INC.	HEAT EXCHANGER NEGATIVE 1997 RESTORE	\$26.28
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

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
217411	6/2/2017	A39450	02405	SEBO'S DO-IT CENTER	IRRIGATION SUPPLIES	\$27.29
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
217701	6/3/2017	0015	10617	SULC, MIKE	REFUND OVERPAYMENT OF CAMPING FEE	\$180.00
217417	6/3/2017	52639204	01938	NORTHERN TOOL & EQUIPMENT CO	PRESSURE WASHER PARTS	\$159.14
217412	6/3/2017	437	02807	UNITED STATES POSTMASTER	POSTAGE PLANNING	\$7.20
217413	6/4/2017	114-2738447-6741025	08811	AMAZON.COM	IT SUPPLIES	\$98.99
217512	6/5/2017	1550	06528	ECCOS DESIGN, LLC	STORVIK SPARY PARK-PUNCHLIST PREP-F/U	\$578.50
217469	6/5/2017	2457238	10616	OFFICESUPPLY.COM	AUTOMATIC ELECTRIC LETTER OPENER -FIN	\$251.31
217296	6/5/2017	2005813371280	03318	DELL MARKETING LP	APD - LAPTOPS	\$5,389.80
217470	6/5/2017	2668000	10619	GREAT PLAINS INDUSTRIES	OIL TRANSFER PUMP INLET SCREEN	\$37.43
217505	6/5/2017	293539	02549	SMILEY'S INC	WELDING FOR FIBER PROJECT	\$203.65
217504	6/5/2017	MI0367719943	02144	WEST MARINE PRODUCTS, INC	STORVIK SPRAY PAD SIGN	\$42.28
217468	6/5/2017	217468	02405	SEBO'S DO-IT CENTER	RAKE & SHOVEL	\$47.72
217467	6/5/2017	A41348	02405	SEBO'S DO-IT CENTER	PHILLIPS BIT, FASTENERS, SPRINKLER	\$72.29
217290	6/5/2017	26T70N	10184	US BANK	CHARGES FOR TRAVEL (LODGING)	\$317.96
217698	6/6/2017	155393	00632	MILES SAND & GRAVEL CO.	SAND - KIWANIS MEADOWS	\$842.07
217503	6/6/2017	A42185	02405	SEBO'S DO-IT CENTER	NOZZLES/GLOVES FOR IRRIGATION REPAIR	\$23.91
217500	6/6/2017	99496936	10088	GOTOCITRIX.COM	GOTOMEETING ANNUAL PLAN	\$480.34
217454	6/6/2017	439406	01331	INTERNATIONAL CODE COUNCIL,INC	INTERNATIONAL CODE MEMBERSHIP PAUL INGALLS	\$105.00
217502	6/6/2017	A42215	02405	SEBO'S DO-IT CENTER	X-LINE FOR ACFL PRUNING	\$30.36
217498	6/6/2017	A42641	02405	SEBO'S DO-IT CENTER	SLIP CAP/PRIMER FOR WATER REPAIRS	\$7.66
217499	6/6/2017	A42602	02405	SEBO'S DO-IT CENTER	PLIERS/SAW/CAP/FASTENERS/TAPE-WATER REPAIRS	\$45.07
217801	6/7/2017	045-192666	00847	TYLER TECHNOLOGIES INC	EDEN CONTRACT MANAGEMENT MODULE IMPLEMENTATION CONSULT	\$347.20
217580	6/7/2017	2017-1427	10301	GONZALES LANDSCAPING &	LANDSCAPE MAINTENANCE - MAY 2017	\$5,425.00
217511	6/7/2017	728641	00306	BAYSHORE OFFICE PRODUCTS INC	CARDSTOCK	\$13.01
217533	6/7/2017	#4063	10613	HEAVY DUTY SUPPLIES LLC	SLUDGE JUDGE TOP SECTION AND BOTTOM SECTION	\$203.25
217535	6/7/2017	A42904	02405	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$35.73
217536	6/7/2017	24336463	10355	WEBSTAUANTSTORE	TABLE & BAR STOOLS FOR PARKLET	\$744.00
217550	6/7/2017	66317437	10184	US BANK	TRAVEL EXPENSES, LEADERSHIP SUMMIT, E.SCHUH	\$114.12
217551	6/7/2017	018261	09169	LOU'S GLOVES, INC	NITRILE GLOVES, LARGE	\$154.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
217720	6/8/2017	Fireworks 6/8/2017	07444	WESTERN DISPLAY FIREWORKS, LTD	LTAC 4TH OF JULY FIREWORKS	\$10,000.00
217549	6/8/2017	112-6298509- 1966609	08811	AMAZON.COM	IPHONE 6 PHONE CASE - S HOGLUND	\$16.26
217606	6/8/2017	728805	00306	BAYSHORE OFFICE PRODUCTS INC	MUSEUM - ADJUSTABLE DESK	\$717.05
217552	6/8/2017	36855	02466	SKAGIT COUNTY PUBLIC HEALTH &	SPRAY PARK HEALTH PERMIT	\$100.00
217561	6/8/2017	25680655 - Siedlik	02896	VISA	LODGING - SIEDLICK - KENNEWICK TRAINING	\$206.40
217560	6/8/2017	25680655 Irving	02896	VISA	LODGING - T. IRIVING - KENNEWICK, WA	\$206.40
217935	6/9/2017	3644223	10225	FAMILY CARE NETWORK	PRE-EMPLOYMENT HEALTH SCREENING; LELAND	\$241.00
217838	6/9/2017	444	10621	RPM PERFORMANCE LLC	LINEX SPRAY BED-LINER- VEH #179	\$1,147.58
217825	6/9/2017	445	10621	RPM PERFORMANCE LLC	LINEX SPRAY BED-LINER- VEH #176	\$1,147.58
217823	6/9/2017	71274B-X	10452	UNDERWOOD & ASSOCIATES	FEASIBILITY STUDY TO CONSTRUCT OPERATIONS SHOP REMODEL	\$1,997.76
217832	6/9/2017	71281B-X	10452	UNDERWOOD & ASSOCIATES	FEASIBILITY STUDY - CITY HALL THIRD FLOOR REMODEL	\$4,590.00
217696	6/9/2017	741191	05284	GUARDIAN SECURITY SYSTEMS INC	FIRE EXTINGUISHER ORDER & INSPECTIONS	\$827.02
217934	6/9/2017	9435739628	07570	CEMEX	SWEEPER DEBRIS HAULED - TICKET NO.	\$597.04
217932	6/9/2017	9435739629	07570	CEMEX	SWEEPER DEBRIS HAULED AWAY TICKET	\$439.96
217878	6/9/2017	P1568-6	06985	QCC QUALITY CONTROLS CORP.	RADIO TELEMETRY IMPROVEMENTS @ WTP	\$45,107.10
217605	6/9/2017	3568	10618	NARTEC, INC.	PATROL SUPPLIES; NARTEC FIELD DRUG TESTING KITS	\$122.50
217609	6/9/2017	1849	08975	RUNNING AWARDS	ART DASH RIBBONS	\$644.50
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
217931	6/10/2017	13288	01530	LAKESIDE INDUSTRIES, INC.	DUMP FEES OF CONCRETE	\$422.69
217610	6/10/2017	112-9674589- 8330622	08811	AMAZON.COM	XTREME CLEEN DISINFECTANT CONCENTRATE	\$58.77
217743	6/12/2017	001-372121	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #410	\$50.39
217808	6/12/2017	0205280-IN	02260	REISNER DISTRIBUTOR INC	1 DRUM SYNCON R & O	\$1,777.67
217679	6/12/2017	2154920	09961	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$299.06
217697	6/12/2017	300000000343	02192	PUGET SOUND ENERGY	PARKS/CEM/WASH. PARK/FAC/DEPOT	\$4,008.72
217659	6/12/2017	300000004923	02192	PUGET SOUND ENERGY	ALL STATION: 5/5 - 6/9; + 29-3: 4/6- 5/9	\$771.87
217789	6/12/2017	300000005235	02192	PUGET SOUND ENERGY	WTP ELECTRICITY	\$3,714.35
217734	6/12/2017	300000006290	02192	PUGET SOUND ENERGY	ELECTRICITY - MUSEUM VENUES	\$223.35
217846	6/12/2017	400001451154	02192	PUGET SOUND ENERGY	PS7 MAINTENANCE DISCONNECT AND RECONNECT	\$492.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
217804	6/12/2017	50834	10156	911 SUPPLY, INC	BACK ORDERED PANTS - MM	\$130.19
217840	6/12/2017	5606-2	02412	SEMRAU ENGINEERING & SURVEYING	HARBORLANDS - STORMWATER COMPLIANCY THIRD PARTY REVIEW	\$704.00
217765	6/12/2017	5641B-1	02412	SEMRAU ENGINEERING & SURVEYING	INTEGRA - STORMWATER COMPLIANCY THIRD PARTY REVIEW	\$544.00
217766	6/12/2017	5641C-1	02412	SEMRAU ENGINEERING & SURVEYING	CHANNEL CROSSING - STORMWATER COMPLIANCY THIRD PARTY REVIEW	\$736.00
217843	6/12/2017	802056	01588	LIFE ASSIST, INC	MUCOSAL ATOMIZATION DEVICE	\$187.16
217726	6/12/2017	reimburse	09764	MARTIN, DANIEL	REIMBURSE FOR CDL PHYSICAL EXAM	\$150.00
217867	6/12/2017	A45979	02405	SEBO'S DO-IT CENTER	CABLE TIES - BALLFIELDS	\$21.69
217850	6/12/2017	U01279/1	00021	ACE HARDWARE	SMALL TOOL	\$17.47
217854	6/12/2017	8851	02342	SAFEWAY INC	SUPPLIES FOR BARK IN THE PARK	\$20.71
217687	6/12/2017	A5881	02405	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$3.26
217692	6/12/2017	xxxxx4	10346	IMPORTED P CARD TRANSACTION	Inf: PARKING LOTS AND GARAGES-DIAMOND PARKING WE09	\$8.00
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
217731	6/13/2017	001-372197	02109	PISTON SERVICE OF ANACORTES	TBOLT CLAMP #410	\$16.62
217864	6/13/2017	007708809	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM EXTERNAL VEST; SGT FLOYD	\$320.08
217866	6/13/2017	007708821	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM EXTERNAL VEST; CAPT FULLER	\$320.08
217868	6/13/2017	007708822	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM EXTERNAL VEST; CHEIF SMALL	\$320.08
217870	6/13/2017	007708824	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM EXTERNAL VEST; OFC RAY	\$320.08
217865	6/13/2017	1633-7	06080	MAKERS ARCHITECTURE	ZONING, DEV & DESIGN STDS - MAY 2017	\$8,046.46
217877	6/13/2017	2017APR-1	08296	WASHINGTON AMATEUR SOFTBALL	SUMMER CO-ED SOFTBALL TEAM REGISTRATION	\$330.00
217929	6/13/2017	210373	10626	BAY CITY SUPPLY	FACILITY SUPPLIES	\$948.91
217811	6/13/2017	50875	10156	911 SUPPLY, INC	BACK ORDEED PANTS - RD	\$260.38
217728	6/13/2017	6022	02405	SEBO'S DO-IT CENTER	GASKETS, GEARS, WASHERS, PIN LOCK OIL	\$79.67
217761	6/13/2017	AFD FM Q1 17	02505	SKAGIT- 911	SPILLMAN FEES - 1ST QTR. 2017	\$1,468.43
217763	6/13/2017	Pay Application 3	01546	LARRY BROWN CONSTRUCTION INC	HEART LAKE ROAD REPAIR 2017	\$13,013.77
217759	6/13/2017	RE41 JA2711 L144	02941	WASH ST DEPT OF TRANSPORTATION	17TH ST & Q LABOR CHARGES FOR SIGNAL	\$126.13
216801	6/13/2017	TI-0310530	01869	NEWMAN TRAFFIC SIGNS	12" X 18" SIGN BLANKS	\$408.09
217752	6/13/2017	300169514	01443	KCDA PURCHASING COOPERATIVE	8.5 X 11 COPY PAPER - APD	\$535.05
217717	6/13/2017	114-3903378-7802630	08811	AMAZON.COM	WTP-POWER SUPPLY ADAPTER FOR SURFACE PRO	\$19.50

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
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
217732	6/14/2017	001-372427	02109	PISTON SERVICE OF ANACORTES	OIL FILTER #610	\$41.98
217798	6/14/2017	1050775	02519	SKAGIT PUBLISHING LLC	PUBLISH AA-1630196 AA-1630526	\$324.80
217729	6/14/2017	121820	08654	FIDALGO AUTO PARTS - NAPA	FUEL FILTER, HYDRAULIC FILTER #403	\$91.67
217809	6/14/2017	141450	02280	SCOTT RICHARDS INSURANCE, INC	INSURE LIBRARY SCULPTURE "DEPARTURE"	\$32.98
217805	6/14/2017	141453	02280	SCOTT RICHARDS INSURANCE, INC	INSURE FORKLIFTS ER424, ER425	\$87.66
217757	6/14/2017	17A04296	00180	ANACORTES TOWING LLC	TOWING; APD CASE #17-A04296	\$162.75
217833	6/14/2017	3326377	00717	DAILY JOURNAL OF COMMERCE	LEGAL NOTICE: RFP HEART LAKE VEGETATION MANAGEMENT	\$57.50
217700	6/14/2017	3346	07737	STEVENS ELECTRIC INC	POWER POLES - FIBER MAKE READY WORK	\$5,425.00
217876	6/14/2017	40483	07863	HERRERA ENVIRONMENTAL	HEART LAKE MILFOIL STUDY	\$6,206.87
217821	6/14/2017	50913	10156	911 SUPPLY, INC	UNIFORM SHIRTS -RC	\$286.35
217723	6/14/2017	5369	10620	OLYMPUS CONTAINERS	20 STANDARD CONTAINER #90009	\$3,683.58
217812	6/14/2017	92123390	01061	CHEMTRADE CHEMICALS US LLC	ALUM SULFATE - BULK LIQ	\$4,711.84
217746	6/14/2017	9788000000	00494	CASCADE NATURAL GAS CORP.	STATION 3: 5/12 - 6/14	\$17.52
217730	6/14/2017	COA0617	09183	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING MAY	\$3,595.83
217918	6/14/2017	I17007930	02930	WASHINGTON STATE PATROL	BACKGROUND CHECKS - PARKS, REC.	\$36.00
217755	6/14/2017	I17008424	02930	WASHINGTON STATE PATROL	BACKGROUND CHECKS; MAY 2017	\$192.00
217721	6/14/2017	MV167878	01801	MOTOR TRUCKS INC	2 1/2 " ROUND RED #511	\$37.95
217719	6/14/2017	SCommercial906528	07514	THOMPSON'S GREENHOUSE	COMMERCIAL AVE PLANTER BOXES PLANTS	\$150.54
217754	6/14/2017	11296745898330622	08811	AMAZON.COM	PAPER TOWELS	\$125.96
217751	6/14/2017	A47408	02405	SEBO'S DO-IT CENTER	FACILITY REPAIR ITEMS	\$7.79
217733	6/15/2017	001-372156	02109	PISTON SERVICE OF ANACORTES	V-BELT, CLAMPS, HEATER HOSE FOR #410	\$58.20
217740	6/15/2017	001-372473	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #022	\$5.36
217735	6/15/2017	06/15/2017	00955	FIDALGO CLEANING	CLEANING - MUSEUM	\$100.00
217736	6/15/2017	06/15/2017	00955	FIDALGO CLEANING	CLEANING - MARITIME HERITAGE CENTER	\$50.00
217844	6/15/2017	104291	01939	NORTHSTAR CHEMICAL INC.	SODIUM BISULFITE 38% SOLUTION	\$1,181.57
217837	6/15/2017	1167215	02681	SURETY PEST CONTROL	STA 2 - JUNE SERVICE	\$44.49
217762	6/15/2017	15950	09617	FRONTLINE CLEANING SERVICES	LIBRARY - CUSTODIAL SERVICE JUNE	\$1,314.78
217939	6/15/2017	170543	04831	T-SHIRTS BY DESIGN	VOLLEYBALL CAMP TSHIRTS	\$436.17
217795	6/15/2017	187269	00950	FIDALGO COFFEE ROASTERS	5 BAGS FIDALGO GOLD/3 BAGS DECAF	\$152.10
217738	6/15/2017	187334	00950	FIDALGO COFFEE ROASTERS	COFFEE 3RD FLOOR 5 BAGS @ \$18.60	\$93.00
217745	6/15/2017	187339	00950	FIDALGO COFFEE ROASTERS	10 LBS. COFFEE - 6/15	\$93.00
217724	6/15/2017	187341	00950	FIDALGO COFFEE ROASTERS	DAYBREAK COFFEE FOR OPS/PARKS	\$130.20
217756	6/15/2017	1990214057	06718	ARAMARK	NYLON MATS CLEANED	\$16.28

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
217882	6/15/2017	1990214065	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$66.81
217933	6/15/2017	210373A	10626	BAY CITY SUPPLY	FACILITY SUPPLIES	\$417.28
217814	6/15/2017	50966	10156	911 SUPPLY, INC	BACK ORDERED PANTS - MV	\$130.19
217737	6/15/2017	552371	01765	MISTER T'S AWARDS &	MAYORS AWARD OF MERIT NAME PLATE	\$22.95
217758	6/15/2017	729614	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES; PAPER PADS	\$17.49
217881	6/15/2017	729620	00306	BAYSHORE OFFICE PRODUCTS INC	LETTER FILE FOLDERS - FINANCE	\$6.90
217834	6/15/2017	729691	00306	BAYSHORE OFFICE PRODUCTS INC	GOLDENROD PAPER	\$6.07
217917	6/15/2017	78597	00947	FIDALGO POOL & FITNESS CENTER	RENTAL OF POOL FOR SAILING CLASS	\$142.50
217839	6/15/2017	787	00645	CONSTRUCTION UNLIMITED INC	CAP SANTE MARINE PROJECT: PILINGS AND SIGN REMOVAL	\$17,664.58
217760	6/15/2017	ESO-27168	09866	ESO SOLUTIONS	ANNUAL PATIENT CARE RECORDS SOFTWARE	\$4,975.25
217936	6/15/2017	P1529-10	06985	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP	\$405.00
217739	6/15/2017	May Visa	02896	VISA	CHERRI KAHNS TRAINING CLASS 5-5-2017	\$129.00
217788	6/15/2017	113-0466986-5530604	08811	AMAZON.COM	USB FLASH DRIVES	\$40.29
217852	6/15/2017	U06982/1	00021	ACE HARDWARE	CABLE TIES, TWINE - BARK IN THE PARK	\$34.69
217786	6/15/2017	PG0100421876	05088	ECO-3	PLANNING & BUILDING TRAINING	\$1,650.00
217911	6/15/2017	8561 00058 30575	07231	HOME DEPOT	SPOTLIGHT, FLASHLIGHT, BATTERIES FOR WATER CREW	\$257.15
217921	6/15/2017	170558	04831	T-SHIRTS BY DESIGN	WA PARK STAFF T-SHIRTS & HOODIES	\$706.34
217860	6/16/2017	2681-21706000	09504	FCS GROUP	WATER COST OF SERVICE AND RATE DESIGN STUDY - THROUGH 6/16/17	\$6,282.50
217855	6/16/2017	Pay Application 1	01546	LARRY BROWN CONSTRUCTION INC	2017 M AVENUE WATERLINE REPLACEMENT	\$31,986.68
217764	6/16/2017	Reim	02372	SCHUH, EMILY	TRAVEL EXPENSES, E. SCHUH	\$247.10
217916	6/16/2017	WAMO141089	00939	FASTENAL CO	STRONGHOLD V BELT	\$447.87
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
217907	6/16/2017	A48769	02405	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$14.29
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
217853	6/16/2017	X50207	01023	FRONTIER BUILDING SUPPLY	SHOVEL - ACFL	\$21.87
217938	6/16/2017	A48081	02405	SEBO'S DO-IT CENTER	RAT BAIT	\$21.68
217827	6/17/2017	000099E018247	02817	UNITED PARCEL SERVICE	SHIPPING CHARGES - CAMERA FOR	\$252.61
217879	6/17/2017	8498 30 017 0543538	04412	COMCAST	DEPOT INTERNET 6/22-7/21/17	\$186.12

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
217872	6/17/2017	A49423	02405	SEBO'S DO-IT CENTER	PAINT, FASTENERS - BALLFIELDS	\$5.00
217913	6/17/2017	111-3598439-8133064	08811	AMAZON.COM	AAA BATTERIES	\$8.29
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
217910	6/17/2017	114-5003148-4473805	08811	AMAZON.COM	VIDEO ADAPTER CABLE	\$11.99
217851	6/19/2017	103863	01939	NORTHSTAR CHEMICAL INC.	RESIN COMPOUND - COAG POLY	\$12,460.14
217796	6/19/2017	15-028-IDS-007	10157	KODIAK INDUSTRIAL SOLUTIONS	RETAINAGE RELEASE	\$14,790.00
217797	6/19/2017	16-100-IDS-001	01805	MOUNT VERNON CARPET	RETAINAG RELEASE	\$8,776.98
217824	6/19/2017	17-043-SEW-001	04334	BLUE SEAL INC	RETAINAGE RELEASE	\$2,300.00
217836	6/19/2017	170527-3928	09913	LAB/COR, INC.	CRYPTO-GIARDIA ANALYSIS	\$900.00
217845	6/19/2017	1990218088	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$74.03
217883	6/19/2017	6490	02405	SEBO'S DO-IT CENTER	LIQUID TITE AND KNOCKOUT SEAL	\$7.14
217790	6/19/2017	Pay App 3 - Mod	01546	LARRY BROWN CONSTRUCTION INC	DOWNTOWN SIDEWALKS PHASE 1 - 3RD STREET	\$4,403.57
217841	6/19/2017	W5560951	10622	SCHOOL OUTFITTERS	LIBRARY HEADPHONE	\$115.87
217829	6/19/2017	94	09946	CASH & CARRY	CREAMER AND SUGAR	\$13.40
217930	6/20/2017	006555	02405	SEBO'S DO-IT CENTER	3" S&D PLUGS FOR FIBER PROJECT	\$6.49
217922	6/20/2017	11272	10623	WOHLGEMUTH, LOREN	REFUND 2 NIGHTS CAMPING, LESS	\$37.00
217915	6/20/2017	1990221228	06718	ARAMARK	WTP LAUNDRY/MATS/WIPERS	\$71.46
217928	6/20/2017	24686	00156	ANACORTES PRINTING	PATROL SUPPLIES; BUSINESS CHECK FORMS AND B&R FORMS	\$222.43
217856	6/20/2017	61417	00180	ANACORTES TOWING LLC	TOWING; APD CASE #17-A04337	\$162.75
217919	6/20/2017	73198	00003	A-1 MOBILE LOCK AND KEY, INC.	LOCK REPAIR @ HEART OF ANACORTES	\$238.70
217937	6/20/2017	Pay App 4	04355	TRICO COMPANY, LLC	2017 SANITARY SEWER IMPROVEMENTS *FINAL INVOICE*	\$13,966.92
217923	6/20/2017	Refund #091-1320-00	10627	CARROLL, MELISSA	Payment on closed account	\$97.65
217926	6/20/2017	Refund #143-2880-01	10600	FILLER, DANIEL & TONI	Payment on closed account	\$44.15
217924	6/20/2017	Refund #150-3220-02	10628	MUNSELLE, AMY & LANCE	Payment on closed account	\$177.17
217925	6/20/2017	Refund #400-8890-02	10629	HEINEMAN, LESLIE & RAY	Payment on closed account	\$97.16

Total

\$293,896.08



City Council Agenda Bill

Meeting Date: 6/26/2017

Agenda Item: 5c

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

Staff Contact: Fred Buckenmeyer

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

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

Summary Statement: Staff recommends the City Council provide consent to award a contract in the amount of \$84,153.84 to Gray Bar for the supply of microfiber associated with the construction of Phase 2 of the City's fiber optics communication project. The microfiber will be installed under the contract with Henkels and McCoy.

Background: City Council previously awarded a contract to Power & Telephone for the supply of microfiber. After the award it was discovered the microfiber manufacturer's lead time was at 24 weeks. City staff decided to request new quotes to find a vendor who would provide the microfiber within the timeframe needed for the installation contract. 5 quotes were received. The attached spreadsheet outlines the variables on shipping time frame, manufacturer and cost. Noted below is the recommendations based upon the following;

- General Pacific is the lowest price, with a 28 week delivery time.
- Graybar – OFS is the second lowest price, with a 12 week delivery, end of September.
- Graybar – Corning is also the second lowest price, same price as Graybar OFS, with a 5 week delivery, but quoted a different manufacturer of fiber cable.

The difference between Corning and OFS microfiber is the outside diameter (OD) of Corning is 8.1mm and Tensile strength of 225lbf, versus OFS product 9.7mm OD and 300lbf tensile strength. The OFS cable is the recommended product based upon tensile strength and OD size requirements. It is also spec'd in the RFP documents to the contractor, Henkels. Henkels also agreed that the Corning product would work in lieu of the OFS product

The last conversation regarding the microfiber installation thru phase II would occur around September. Based upon a microfiber delivery date at the end of September, we recommend using the Graybar - OFS fiber quote, keeping with the specified fiber manufacturer.

Budget Impact	
Amount Budgeted	\$5,684,000
Budget Account (BARS)	401.000.594.3463
Proposed Expenditure	\$84,153.84
Budget Amendment Required?	No
Revenue Source	Water Fund

Proposed Contract	
Contractor	Gray Bar
Amount	\$84,153.84
Start Date	Issuance of PO
Ship Date	12 weeks

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

Competing Viewpoints Considered: N/A

Recommended Motion: I move that Council provide consent to award a contract in the amount of \$84,153.84 to Gray Bar for the subject project.

Alternative Actions: Not approve the contract, City staff would need to go out for new bids which would delay the project

Attachments (listed in order presented): Quote Tabulation, PO

	Gray Bar - OFS	Gray Bar - Corning	Power and Tel	General Pacific	Walker & Assoc Option Corning
Microfiber cost	\$ 82,623.18	\$ 82,623.18	\$ 87,902.83	\$ 80,602.41	\$ 128,811.20
Microfiber shipping time	12 Weeks	5 Weeks	20-24 weeks	28 Weeks	4 Weeks
Fiber Cost, 48 Count	\$ 1,311.10	\$ 1,311.10	\$ 1,466.28	\$ 1,344.23	\$ 1,708.74
Fiber shipping time	5 Weeks	5 Weeks		20-24 weeks	No date
Drop Cost	\$ 219.55	\$ 219.55	No Bid	\$ 274.86	\$ 226.98
Drop Shipping time	5 weeks	5 weeks		8-9 weeks	9 weeks
Total Cost	\$ 84,153.83	\$ 84,153.83	\$ 89,369.11	\$ 82,221.50	\$ 130,746.92
	*8.5% tax rate	*8.5% tax rate	* 9% tax rate	* tax rate 8.5%	* tax rate 8.5%
	*Loose tube microfiber ship September from GA	3-5 week lead times ship from NC		* 48 ct fiber length different than requested	Corning Microfiber
			*No bid drop		*750 cable cutting fee waived
					* 48 ct fiber OFS



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

PURCHASE ORDER 14-056-IDS-004

VENDOR: Gray Bar
Jonah Arficano
14603 E MONCRIEFF PL STE 200
AURORA CO 80011-1234

Date: June 27, 2017
Contact: Matt Reynolds
Department: Public Works Department
(360) 299-1951
mattr@cityofanacortes.org

Email: jonahliza.africano@graybar.com
Phone: (720) 374-1776

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

Shipping Time: Microfiber = 12 weeks
Fiber & Drop = 5 weeks

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	LS	Microfiber Cable, Will Meet or Exceed the Following Specifications: MiDia FX Microcable, GRO20 compliant. Microfiber cable will be suitable for installation inside microduct size, 14mm ID / 22mm OD. Dry Core Cable, Microfiber, 144 count, 12 fibers per loose tube. Single mode minimum optical transmission performance, .35/.31/.22 db/km@1310/1385/1550nm. PE Sheath will have footage labels in feet and printed "City of Anacortes" on jacket of cable at a minimum of every three feet.	LS	\$76,150.40	\$76,150.40
2	3,281	Outside Plant Fiber Optic Cable Will Meet or Exceed the Following Specifications: Outdoor rated aerial and or direct buried fiber optic cable - Fortex DT 100%, dry fill, light armor, single PE jacket, single Armor, DCM, ALLWAVE Glass. Single mode minimum optical transmission performance, .35/.31/.22 db/km@1310/1385/1550nm. PE Sheath will have footage labels in feet and printed "City of Anacortes" on jacket of cable at a minimum of every three feet.	EA	\$0.3683	\$1,208.39
3	1	Hardened Connectorized Drop Cable Will Meet or Exceed the Following Specifications: APC/SC Standard weather-tight connector on one end of hardened drop. PE outer jacket rated for outdoor use. Internal strength member with water blocking compound. Connector will be fitted with a pulling eye for placement in conduit. Fiber type will meet or exceed G657.A2 specifications. Vendor agrees to provide quantities and part numbers as laid out in attached Exhibit B, Quote 0227757840 Rev-1, which by this reference is incorporated herein. Exhibit A, <u>General Provisions</u> , and Exhibit B, <u>Quote 0227757840 Rev-1</u> , are hereby incorporated by reference and made a part hereof.	EA	\$202.35	\$202.35
		Sum Total			\$77,561.14
		Sales Tax @ 8.5%			\$ 6,592.70
		Total Price			\$84,153.84

GRAY BAR

CITY OF ANACORTES

Signature

MAYOR

Printed Name

Date

Date

1.1 TAXES

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

1.2 DELIVERY

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

1.3 INSPECTION

A. Of the Work

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

B. Project Manager's Authority

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

1.4 FEDERAL, STATE AND MUNICIPAL REGULATIONS

This Contract shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

1.5 THE CITY'S RIGHT TO TERMINATE CONTRACT

A. 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 City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the City'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 City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the 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 City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

1.6 CHANGES/ADDITIONAL WORK

The City reserves the right to make, at any time during the Work, such changes in quantities and such alterations in the Work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the Work as

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

1.7 REGISTERED OR LICENSED CONTRACTOR

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

1.8 INDEPENDENT CONTRACTOR

The parties agree that Contractor is an independent contractor, and not an employee nor agent of the City of Anacortes. Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that Contractor is an employee of the City.

1.9 PAYMENT

Invoices will not be processed for payment until receipt of a properly completed invoice, and invoiced items are received and accepted. Each invoice shall include: Company Name, Invoice Date, Invoice Number, City of Anacortes Contract Number, Quantities, Unit Prices and Extended Amounts.

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

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

Net 30 days shall apply. Payment(s) made in accordance with contract terms shall fully compensate the Contractor for all risk, loss, damages, or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.

1.10 WITHHOLDING PAYMENT

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

1.11 FINAL PAYMENT; WAIVER OF CLAIM

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

1.12 DEFENSE AND INDEMNITY AGREEMENT

The Contractor agrees to defend, indemnify and save harmless the City, 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 City, its elected or appointed officials or

employees for damages because of personal or bodily injury, including death at any time resulting there from, 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, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the City, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its appointed or elected officials or employees. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.

1.13 INSURANCE

A. Insurance Term

The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the Public Entity.

B. No Limitation

Vendor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Vendor shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The Public Entity shall be named as an additional insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing equivalent coverage.

D. Minimum Amounts of Insurance

Vendor shall maintain the following insurance limits:

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

Vendor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before goods, materials or supplies will be accepted by the Public Entity.

H. Notice of Cancellation

The Vendor shall provide the Public Entity with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

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

J. Public Entity Full Availability of Vendor Limits

If the Vendor 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

Vendor, irrespective of whether such limits maintained by the Vendor 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 Vendor.

1.14 INDUSTRIAL INSURANCE WAIVER

With respect to the performance of this Contract and as to claims against the City, 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 Contract 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 Contract.

1.15 DISPUTES

A. General

Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Agency, 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 Purchasing Agent or the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and 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 accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

1.16 FORCE MAJEURE

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

1.17 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 Contract, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the County of Skagit. This Contract shall be governed by the law of the State of Washington.

1.18 NOTICE

Except as set forth elsewhere in the Contract, for all purposes under this Contract, 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 City Clerk, 904 6th Street, PO Box 547, Anacortes, WA, 98221-0547. Notice to the Contractor for all purposes under this Contract shall be given to the address reflected on the Quote Documents. Notice may

be given by delivery or by depositing in the US Mail, first class, postage prepaid.

1.19 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.

1.20 WAIVER

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

1.21 SURVIVAL

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

1.22 ENTIRE CONTRACT

The terms stated within this Contract represent the terms that shall apply in any subsequent contract to this Invitation between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

To: ANACORTES CITY OF/COMM
CITY HALL
ANACORTES WA 98221
Attn: Stephanie Austin/NOANET

Date: 06/19/2017
Proj Name: OFS MICROFIBER
GB Quote #: 0227757840 Rev-1

COA PO 14-056-IDS-004
EXHIBIT B



14603 E MONCRIEFF PL STE 200
AURORA CO 80011-1234
Phone: 720 374 1776
Fax: 720 374 1710

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
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Notes: FREIGHT TERMS: FREIGHT INCLUDED

SPECIAL ORDER AND NON-STOCK ITEMS:

Items that are indicated as Non-stock; Special Order or Custom built/Made to order are subject to the following:

- (1) Non-cancelable, non-returnable, non-refundable
- (2) Must meet the Mfgr. MOQ (minimum order requirement)
- (3) Orders for Fiber or copper that ship from the factory there is a tolerance equal to -10% to plus 10% overage for copper and 0 + 5% for fiber.
- (4) Orders for Graybar stock cables that are custom cut copper or fiber are non-returnable.
- (5) Additional information is found as it pertains on individual line items, regarding lead times, Minimum order requirements and shipping terms or other specifications or exceptions.

::: LINES 100-700 :::

LEAD TIME (ARO):

As of right now all loose tube orders (which microfiber is considered) would ship in September. My recommendation to the customer is get the order in and we will do everything we can to expedite it, but without an order on the factory we can't do anything.
(Lead time is subject to change).

CUSTOM PRINT NOTE PER OFS:

The print would be all CAPS, CITY OF ANACORTES, and every 2 feet for foot markings.

To: ANACORTES CITY OF/COMM
CITY HALL
ANACORTES WA 98221
Attn: Stephanie Austin/NOANET

Date: 06/19/2017
Proj Name: OFS MICROFIBER
GB Quote #: 0227757840 Rev-1

100	15,950 EA	OFS FITEL LLC	AT-3CE43CT-144	MIDIA FX DRY CORE CABLE MICROFIBER 144	\$89.80	100	\$14,323.10
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GB Part #: 25808406 UPC #:

Item Note: AT-3CE43CT-144_Midia FX Single PE Jkt, Dielectric Central Member ALLWAVE + SM-.35/.31/.25 db/km@1310/1385/1550
Cable OD: 9.7 mm (0.38 in)

200	13,700 EA	OFS FITEL LLC	AT-3CE43CT-144	MIDIA FX DRY CORE CABLE MICROFIBER 144	\$89.80	100	\$12,302.60
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GB Part #: 25808406 UPC #:

Item Note: AT-3CE43CT-144_Midia FX Single PE Jkt, Dielectric Central Member ALLWAVE + SM-.35/.31/.25 db/km@1310/1385/1550
Cable OD: 9.7 mm (0.38 in)

300	16,650 EA	OFS FITEL LLC	AT-3CE43CT-144	MIDIA FX DRY CORE CABLE MICROFIBER 144	\$89.80	100	\$14,951.70
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GB Part #: 25808406 UPC #:

Item Note: AT-3CE43CT-144_Midia FX Single PE Jkt, Dielectric Central Member ALLWAVE + SM-.35/.31/.25 db/km@1310/1385/1550
Cable OD: 9.7 mm (0.38 in)

400	19,100 EA	OFS FITEL LLC	AT-3CE43CT-144	MIDIA FX DRY CORE CABLE MICROFIBER 144	\$89.80	100	\$17,151.80
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GB Part #: 25808406 UPC #:

Item Note: AT-3CE43CT-144_Midia FX Single PE Jkt, Dielectric Central Member ALLWAVE + SM-.35/.31/.25 db/km@1310/1385/1550
Cable OD: 9.7 mm (0.38 in)

500	14,100 EA	OFS FITEL LLC	AT-3CE43CT-144	MIDIA FX DRY CORE CABLE MICROFIBER 144	\$89.80	100	\$12,661.80
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GB Part #: 25808406 UPC #:

Item Note: AT-3CE43CT-144_Midia FX Single PE Jkt, Dielectric Central Member ALLWAVE + SM-.35/.31/.25 db/km@1310/1385/1550
Cable OD: 9.7 mm (0.38 in)

600	5,300 EA	OFS FITEL LLC	AT-3CE43CT-144	MIDIA FX DRY CORE CABLE MICROFIBER 144	\$89.80	100	\$4,759.40
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GB Part #: 25808406 UPC #:

Item Note: AT-3CE43CT-144_Midia FX Single PE Jkt, Dielectric Central Member ALLWAVE + SM-.35/.31/.25 db/km@1310/1385/1550
Cable OD: 9.7 mm (0.38 in)

700	3,281 EA	OFS FITEL LLC	AT-3CEH2YT-048	48 STR SM SJSA FIBER	\$36.83	100	\$1,208.39
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GB Part #: 25808408 UPC #:

Item Note: MIN ORDER QTY: 3,281 FT

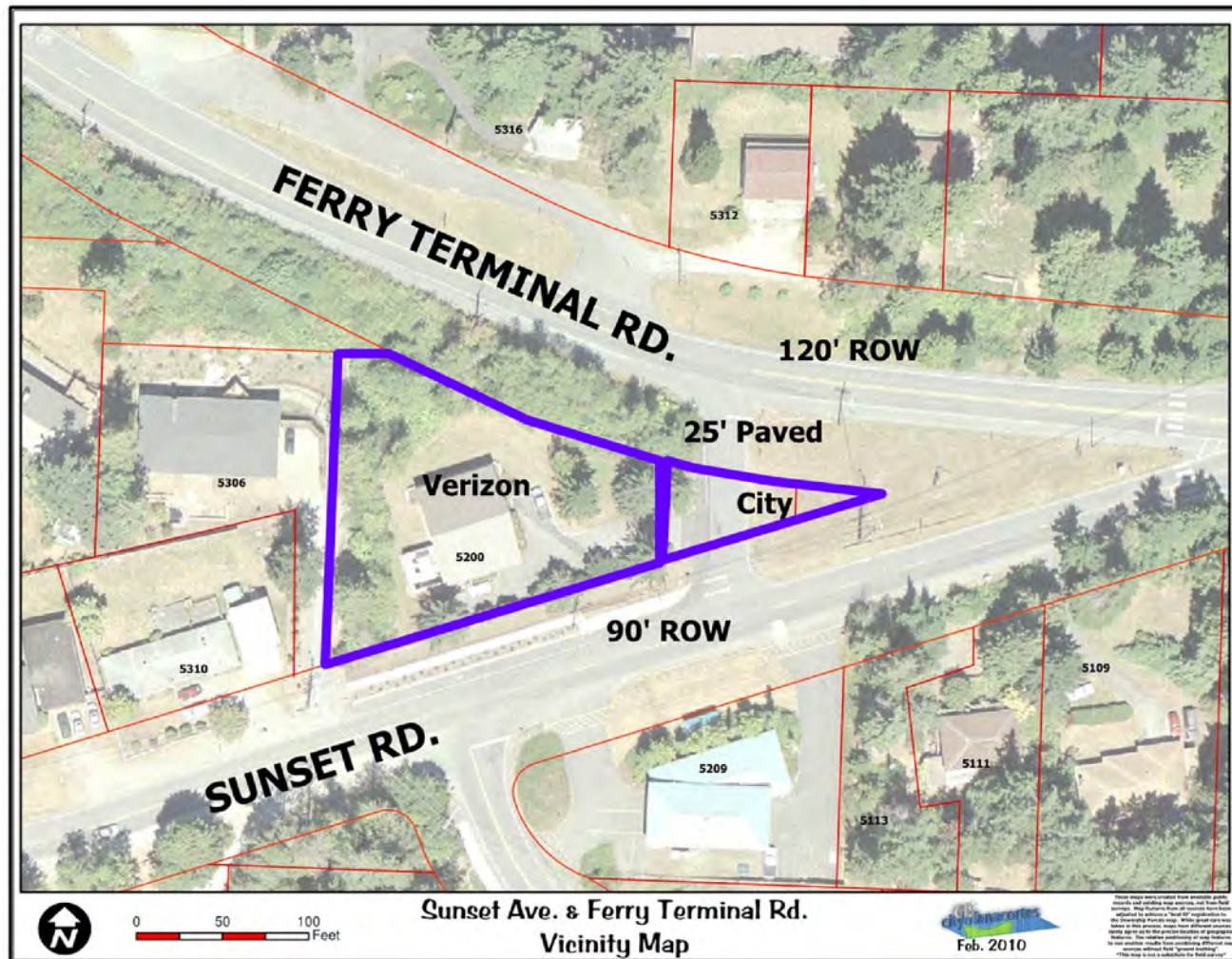
AT-3CEH2YT-048_FORTEX DT-100% DRY LIGHT ARMOR SINGLE PE JKT, SINGLE ARMOR, DIELECTRIC CENTRAL
MEMBER ALLWAVE + SM-.35/.31/.25 db/km@1310/1385/1550

800	1 EA	COMMScope	FHD-P01D-0700F	CTO-FHC DROP CABLES	\$202.351		\$202.35
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Item Note: Lead time: 5 weeks ARO + transit

Subtotal:	\$77,561.14
Estimated Tax:	\$6,592.70
(Actual tax value will be calculated at time of order placement)	
Total:	\$84,153.84

DOT right-of-way runs 60 feet from the center of Ferry Terminal Road.
Our sign will be in the right-of-way.



Looking east at the site in 2009 before any work



Another view in 2009 looking east





Phase 1
was
landscaping
and the
Anacortes
Sister Cities
Flag
Pavillion









Far left: Artist
Kevin Petelle
and "Moon
Waves" in Oak
Harbor.



Left: "The
Fisherman's
Tribute" at Port
of Everett

“Late for the Interurban” in Fremont



“Ped” on the Wenatchee Riverfront Loop Trail



AnacortesAmerican 12/4/13
'It's a timeless piece, which is what we were going for. It makes a statement for Anacortes.'

— Marilee Maricich, Beautification Committee member



BRIANA ALZOLA

Marilee Maricich was on the jury that selected a design by Sultan artist Kevin Pettelle for a new welcome sign at the International Gateway at the top of Ferry Terminal Road. She's on the Anacortes Chamber of Commerce Beautification Committee, which has championed the project and will be raising funds soon.

Chamber sails ahead with sign plan

BY BRIANA ALZOLA
American staff writer

Stainless steel sails standing almost 20 feet tall will be the dominate feature of a new welcome sign the Anacortes Chamber of Commerce plans to install at the new International Gateway near the state ferry terminal.

The area has already undergone plenty of improvements, including a flag pavilion and landscaping, as the chamber worked in partnership with the City of Anacortes, Anacortes Sister Cities Association and Simply Yards Landscape and Design.

Now the chamber's Beautification Committee is working to install a sign that will

brand Anacortes as an artistic, vibrant community with a marine heritage and recreation opportunities.

"I love the design," said committee member Marilee Maricich, who was on the sign selection jury. "It's a timeless piece, which is what we were going for. It makes a statement for Anacortes."

The nautical elements, celebrating the area's maritime history, were exactly what the committee was looking for, Maricich said.

Earlier this year the chamber worked with the Anacortes Arts Commission to put out a call to artists. A dozen responded and four finalists were selected. The jury chose a sign designed by Sultan artist Kevin Pettelle.

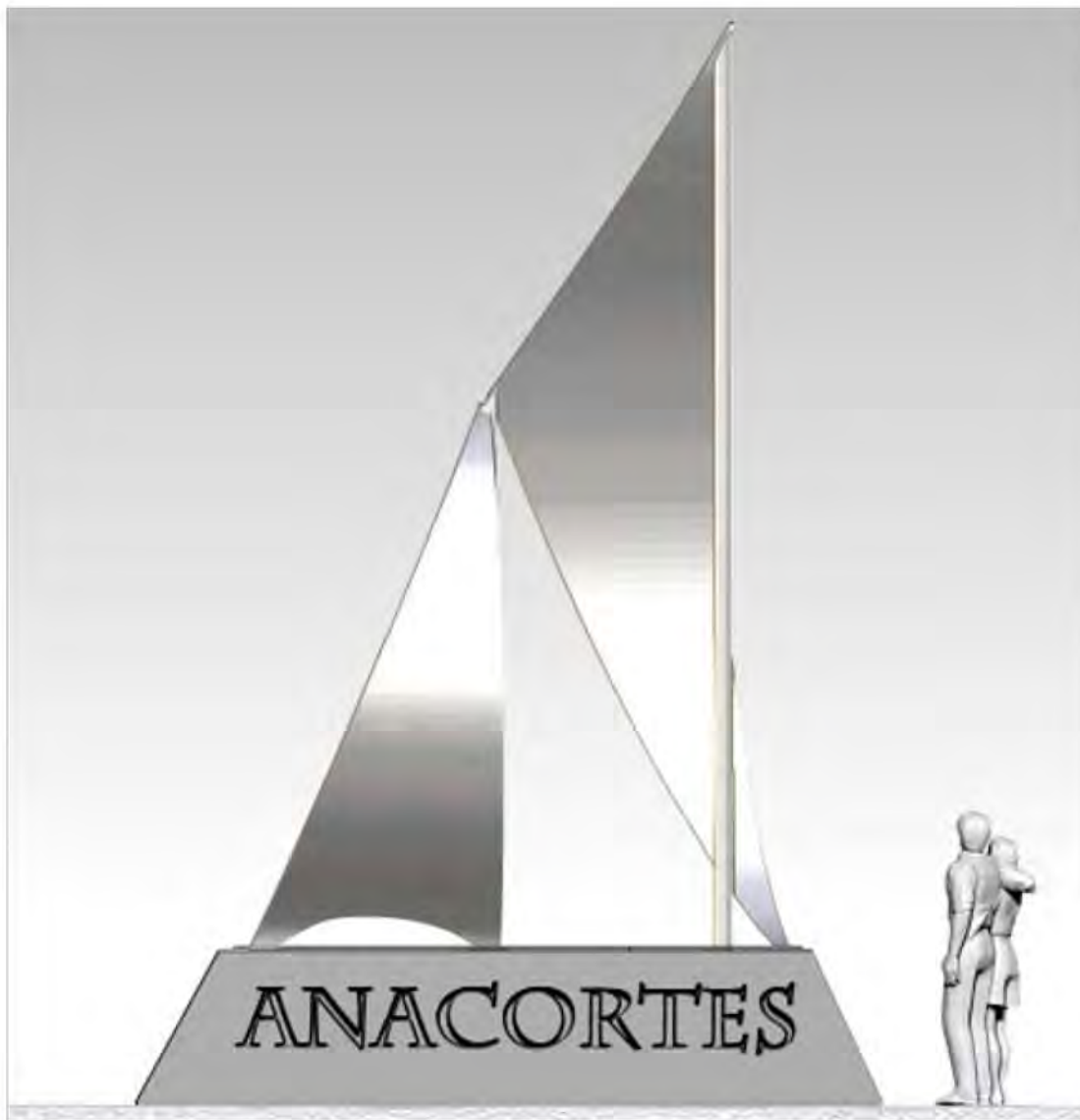
The jury was impressed with how well his piece fits the site. The stainless steel sculpture's two sails will be attractive from all directions at the busy site, committee members say.

That caught the attention of City Council member Cynthia Richardson when committee chair Jack Darnton updated the council on the sign progress at a council study session Nov. 25.

The current wooden sign only welcomes people coming off the ferry, she said. Those traveling to the ferry or heading out to the Skyline area only see the empty wooden back.

See Sign, page A7

The City Council approved the sign design in late 2013



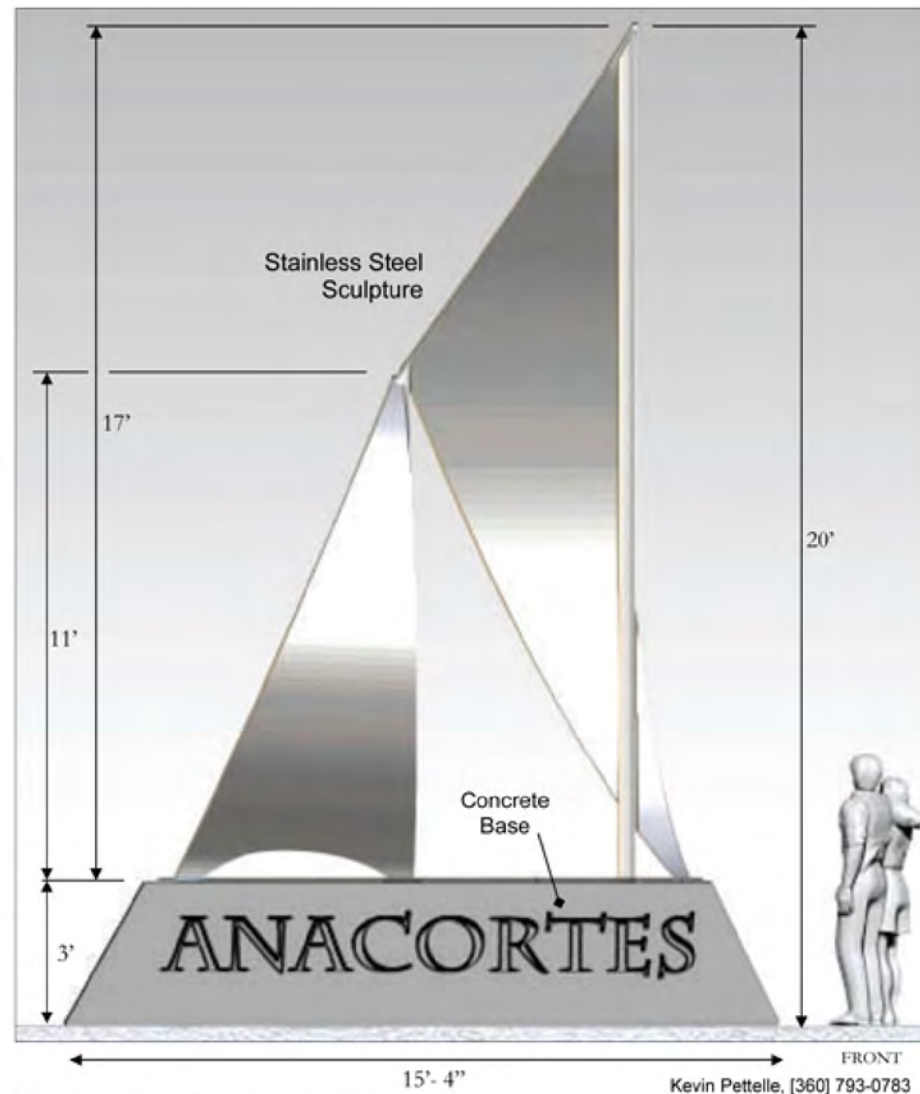
Anacortes
Gateway
Sculpture

The view for motorist
coming up Ferry
Terminal Road.

Kevin E .Pettelle
© 2016



VIEWS



Anacortes Gateway Sculpture

Kevin Pettelle, [360] 793-0783
kpettelle@skyvalley.net
© 2016



A large white rectangular sign with red text is mounted on two white vertical poles. The sign is set against a background of a clear blue sky and a blurred landscape of rolling hills and a dirt road. The text on the sign is in a bold, sans-serif font.

**SPRING
BOAT SHOW
MARCH 5-7**

Ken Turner



\$10,000

Running, 2016
R Ave.

Peregrine O'Gormley



\$24,000

"How much Longer"
4th St. & O Ave.

\$20,000

Windsong

Leo Osborne
Kiwanis
Waterfront
Park



\$72,000

Annie Curtis

Gerald
Tsutakawa
Cap Sante
Marina



Merrillee Moore



\$34,000

Erie, 2011 - stainless steel
Hwy 20 & commercial Ave.



City Council Agenda Item

Meeting Date: 6/26/2017

Agenda Item: 7a

Subject: History, status and plans for International Gateway sign

Staff Contact: Gary Robinson

Approved for Submittal to Council by	
X	Gary Robinson

Action Type	
X	None

Summary Statement: The Anacortes Chamber of Commerce has been working with the City for almost 10 years to beautify the International Gateway – the triangular piece of property in the West End at the top of Ferry Terminal Road. The current phase is a welcome sign to brand and announce Anacortes to visitors. Initial fundraising has been done with a major push to be launched soon.

Background: Phase 1 was site landscaping and the Anacortes Sister Cities Flag Pavilion. The pavilion was dedicated in late 2012 with final landscaping touches in 2013. The Chamber's Beautification Committee was the driver. Phase 2 is a welcome sign integrated with a sculptural element that brands Anacortes as a vibrant, artistic, forward-looking community with a marine heritage and recreational opportunities. An artist was chosen through a juried process and he has been paid \$10,000 for detailed plans that are being reviewed by the state Department of Transportation. The new sign would be on DOT right-of-way, as the current sign is. The sign design was approved by the City Council in November, 2013. About \$23,000 has been secured. Total cost of the sign would be approximately \$45,000. Additional fundraising will start when the approval process with DOT is complete.

Jack Darnton and I will be at the meeting to make a brief presentation and answer any questions you may have of the project. If you know of any questions you may have in advance of the meeting, please don't hesitate to let me know so that I might be better prepared to answer them.



LATECOMER AGREEMENT

Keystone Services, LLC

Latecomer Agreements Generally

- Allow a property owner who has installed street or utility improvements to recover a portion of the costs from other property owners who later develop property using the improvements.
- Authority: RCW 35.91 RCW
- Chapter 12.20 AMC
- Process
 - *Latecomer Agreement is between City and Developer*
 - *Developer improves sewer connections for neighborhood (Participating)*
 - *When undeveloped properties are built out, new property owners pay City latecomer fee (Benefiting)*
 - *City then forwards fee to Developer as reimbursement within 60 days*

Keystone Project





Cost of Project

- Total Estimated cost: \$55,056.50
- Participating Parcels:
 - *4 Participating*
 - *Each pay \$6,882.06*
- Benefiting Parcels:
 - *Potentially 4*
 - *Not currently developed*
 - *Would pay \$27,528.26 between all 4*

QUESTIONS?





City Council Agenda Bill

Meeting Date: 6/26/2017

Agenda Item: 7b

Subject: Keystone Services, LLC Latecomer Agreement Application

Staff Contact: Fred Buckenmeyer, Steve Lange

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.
	Contract
	Public Hearing
	Staff Report

Summary Statement: The Keystone Services, LLC Latecomer Agreement 2017-0001 has been reviewed by the Engineering Department and has been determined to meet the requirements of Latecomer Agreements as identified under the Anacortes Municipal Code, Section 12.20, as well as policies established by the Public Works Director. A copy of the Director's report along with a description of the property owners' rights and options were mailed to the property owners of record on May 10th, 2017. The City did not receive any written requests for a hearing within 20 days of the mailing. It is recommended that the City Council accept the proposed Latecomer Agreement.

Background: On May 14, 2017, Keystone Services submitted a Latecomer Agreement Application in consideration of 490 linear feet of 8" pvc sanitary sewer pipe and related appurtenances.

Previous Council/Committee Action: Council discussed this application at its meeting on June 5, 2017

Competing Viewpoints Considered: N/A

Recommended Motion: I move that the City Council accept the proposed Latecomer Agreement 2017-0001 and authorize the Mayor to sign.

Alternative Actions: N/A

Attachments (listed in order presented): Latecomer Agreement 2017-0001 and Supporting Documents; June 6, 2017 letter from Bruce Flanagan



ANACORTES PUBLIC WORKS DEPARTMENT

FRED BUCKENMEYER, DIRECTOR OF PUBLIC WORKS

P.O. BOX 547, ANACORTES, WA 98221

E-MAIL: fredb@cityofanacortes.org

PH (360) 293-1920

FAX (360) 293-1938

May 10, 2017

ATTENTION: To the Property Owners of Record according to the Skagit County Assessor Records Whose Parcels are affected by the Subject Latecomer Agreement

SUBJECT: Latecomer Agreement 2017-001: 8" Sanitary Sewer Installation – Block 1302 and 1303 Northern Pacific Addition (PW#17-056-ADM)

Your name(s) appears on the attached list of property owners whose parcel(s) will be affected by an upcoming decision by the Anacortes City Council.

The Council will consider an application for a Latecomer Agreement concerning a proposed sewer line improvement constructed in the block of 1302 and 1303 Northern Pacific Addition by Keystone Property Services, LLC.

Since this infrastructure improvement may serve your property, I have enclosed an explanation of Latecomer Agreements and a copy of the report that will be submitted to City Council.

If the Council approves the Latecomer Agreement, your property will be assessed a share of the construction costs. The City will collect the assessed fee if and only when an application is made to connect to the City's Sanitary Sewer System within 10 years from the date of the Latecomer Agreement. Following that date, no latecomer fee is collected. The proposed latecomer fee is \$6,882.06 per residence. The properties affected by this Latecomer Agreement are shown on the enclosed plat map. The Report prepared for City Council review details the costs and method to allocate the latecomer fee.

You have the right to a hearing on this matter if you wish. The matter will be reviewed by City Council for approval or denial on June 5, 2017. The City is combining an opening for public hearing on the same date set for Council decision. The meeting will be held at the Municipal Building Council Chambers, 2nd floor, located at the intersection of 6th and Q Avenue in Anacortes, Washington.

If the City Council approves the Latecomer Agreement, the Agreement will be recorded with Skagit County property records. If you have any questions, please call me at (360) 299-1983.

Sincerely,

CITY OF ANACORTES

A handwritten signature in blue ink, appearing to read "S. Lange".

Steven Lange
Project Manager



• Water • Wastewater • Streets • Storm Drainage • Engineering • Solid Waste
• Transportation • Equipment • Capital Projects • Development Services



KEYSTONE LATECOMER AGREEMENT
8-INCH SANITARY SEWER INSTALLATION
BLOCK 1302 AND 1303 – NORTHERN PACIFIC
ADDITION

PW#17-056-ADM

FOR INFORMATION, CONTACT:
Steven Lange, Project Manager
City of Anacortes Engineering Department
PO Box 547

Anacortes, WA 98221

Office: 360.293.1920 **Cell Phone:** 360.661.3468 **Fax:** 360.293.1938
stevel@cityofanacortes.org

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**City of Anacortes
Public Works Engineering
Latecomer Agreement Policy
October 2011**

Subject:

Public Work's Director's policy on constructed improvements subject to Latecomer Fees, via a Latecomer Agreement.

Supporting information:

- City of Anacortes Ordinance Number 2523
- City of Anacortes Municipal Code: Chapter 12.20 – Latecomer Agreements for Street and Utility Improvements.
- City of Anacortes Engineering Standards, current version
- RCW 35.72 – Contracts for Street, Road and Highway projects.
- RCW 35.91 – Municipal Water and Sewer Facilities Act

Policy:

To determine which improvements the benefiting parcels receive, the following guidelines are to be used;

1. **Subject to a Latecomers Agreement:** The parcel needs to be able to have immediate access and are able to recognize the full potential, or use, of the facilities by a direct connection to said facilities.
2. **Not Subject to a Latecomer Agreement:** The parcels have to extend or improve the facilities in order to obtain and recognize full potential, or use of said facilities.

PART 1

LATECOMERS AGREEMENT NO. 2017-0001

This Agreement is made and entered into this ____ day of _____, 2017 by and between the **CITY OF ANACORTES**, a municipal corporation, hereinafter referred to as "City," and Keystone Services, LLC, hereinafter referred to as "Developer",

WHEREAS, the Developer has installed certain improvements which consist of the following:

490 Linear Feet of 8" PVC Sanitary Sewer pipe and related appurtenances

WHEREAS, the improvement has been accepted by the City; and

WHEREAS, the Developer is desirous of entering into a Latecomers Agreement with the City; and

WHEREAS, the City has calculated the proportionate share of the cost of the improvement that should be paid by other properties served by this improvement, namely Parcels P58288.

WHEREAS, this Agreement does not make any statement by the City that the lots are buildable;

WHEREAS, this Agreement does not make any statement by the City that the lots may actually be approved for hookup to the improvement;

WHEREAS, the City has agreed to collect said proportionate share of the costs of this improvement before any person shall be allowed to tap into the City of Anacortes water system by the terms of this Latecomer Agreement and return said share to the Developer.

WHEREAS, the City of Anacortes has the authority to enter into Latecomer Agreements per RCW 35.91 and Anacortes Municipal Code 12.20.

NOW THEREFORE, IT IS AGREED THAT:

1. The documentation for actual construction costs were submitted by the Developer on April 12, 2017. This submittal is the Developer's final and complete statement of costs for this improvement and is the basis for determining a pro rata share for each property as stated in Paragraph 14 below.
2. The Developer will provide as-built drawings for all facilities covered under the terms of this Agreement.
3. Throughout the terms of the agreement the beneficiary must, in writing, certify annually in January the names(s) and address(es) of the Beneficiary. The City is not responsible for locating any person who may be entitled to benefits for any agreement. Failure to receive the annual certification required under this subsection, gives the City absolute right to refuse to make payment under this Agreement and money received may then become the sole and exclusive property of the City.
4. Payments of the latecomer charge must be made to the City under the Latecomer Agreement in accordance with the City's rules and terms of this Agreement.
5. Payment to the City must be by one lump sum. The City will pay over the amount due to the Developer within 60 days of receipt of said payment.

6. If payment of the Latecomer charge is made to someone other than the City, the City will require proof of payment in the form of a release from the Developer. Proof of recording will also be required before any connection to the City water system. The City will not under any circumstances be involved in enforcing private payment arrangements or mediating payment disputes between parties.
7. If payment is made, and any check is not cashed within six (6) months from date of mailing, then the City will cancel the check and place said sum in the water utility fund.
8. No Latecomer fee shall be collected for any property owned by the Developer and abutting the improvements covered by this Agreement.
9. If a property covered by the terms of this Agreement is served by the City's sanitary sewer system by a City water line not constructed under the terms of this Agreement, no latecomer fee will be collected.
10. A Latecomer fee is due or collectable only when an actual connection is made to the City's Sanitary Sewer system.
11. The recovery period under this Agreement shall be 10 years from the date below, after which the City shall have no obligation to collect and/or refund any monies in regard to this Agreement.
12. Execution of this Agreement by the Developer constitutes a waiver and release from all claims and future claims arising from the establishment, administration and enforcement of the Latecomer Agreement.
13. The location of the improvement covered by this Agreement is highlighted on the attached drawing.
14. The Latecomers charge per Parcel as listed above is Six Thousand Eight Hundred and Eighty Two Dollars and Six Cents (\$6,882.06).
15. All terms of this agreement comply with the Anacortes Municipal Code, Chapter 12.20.

This Agreement was accepted by the City Council at its regular meeting of _____ 2017.

DATED in Anacortes, WA this _____ day of _____, _____.

CITY OF ANACORTES

KEYSTONE SERVICES, LLC

By _____
Laurie Gere

By _____
(signature)

Print Name _____

Title _____

ATTEST:

Steve Hoglund
City Clerk - Treasurer

PART 2



Engineering and Development Services
PO Box 547, Anacortes, WA 98221
Telephone 360.293.1920
Fax 360.293.1938
E-mail engineering@cityofanacortes.org

RECEIVED 04.14.17
SRL

Latecomer Agreement Application

Municipal Codes 12.20, 13.12.130, 12.32.007

Applicant Information

Date: April 12, 2017

Name: Keystone Property Services, LLC Telephone 360-588-4189

Address: 1007 8th St. Anacortes, WA 98221

Contact Information (if different)

Name: _____ Telephone _____

Address: _____

Summary of Facilities

Facility	Total Project Qty *	Benefiting Property Qty.	Qty. Unit	Unit Cost	Total Project Cost	Total Benefiting Properties Cost
**Street			SF			
***Water			LF			
***Storm			LF			
***Sewer	490	245	LF	\$57.04	\$30,325.75	\$15,162.98
Other	7675	3837.5	SF	\$1.25	\$9600	\$4800
Other						

Grade and Gravel

*Total number of lots served 8 Number of latecomer lots 4

* Total project includes all improvements in addition to the benefiting property improvements.

** Street improvements must include curb, gutter, and sidewalk in the benefiting side of the street.

*** Water, sewer, storm connections must be provided and usable on the benefiting property.

Application Fee Worksheet

Base Fee		\$950
Number of Facilities	<u>1</u> X \$300 =	\$300
Total Application Fee		\$1250

Attachments:

- ☒ Name/address of owners of record for each property within proposed assessment area.
- ☒ Plans prepared and stamped by a professional engineer registered in the State of Washington detailing improvements, legal descriptions of all the properties proposed for latecomer agreement, and detailed cost estimate of the entire project.

R and J Dirtworks INC
418 N. Barker st
Mount Vernon, WA 98273
(360) 391-2718
rjdirtworks@gmail.com



BID

BID # 1046
DATE 03/03/2017
EXPIRATION DATE 03/31/2017

ADDRESS
Kris Yaun
Keystone Building Service LLC
1007 8th st
Anacortes, WA 98221

Please detach top portion and return with your payment.

JOB DESCRIPTION
Storm & sanitary sewer

JOB LOCATION
W 2nd st Anacortes

ACTIVITY	QTY	RATE	AMOUNT
Services Install 490 ft of 8" PVC sewer pipe with 2 new manholes and 1 tie in to an existing manhole. Install 8, 6" laterals to 8 lots (4 upper and 4 lower). Includes all material, backfill, jute, straw, and testing of piping.	1	27,950.00	27,950.00
Services Install 280ft of 8" PVC storm drain pipe with laterals to 4 lots. instal 1 type 1 catch basin. build a 40ft long swale lined with quarry spalls.	1	7,450.00	7,450.00
Services Grade and gravel a 7675 sq ft alley with a hammer head.	1	9,600.00	9,600.00

50% of bid is due pre job. The remainder is due upon completion of the job. Any change orders, and/or extras will be due at time of change, or upon completion of the job depending on changes, and/or the discretion of R and J Dirtworks INC.

TOTAL **\$45,000.00**

Accepted By

Accepted Date

**PROPERTIES AFFECTED BY
LATECOMER AGREEMENT
PW#17-056-ADM**

**8" SANITARY SEWER INSTALLATION – BLOCK 1302 AND
1303 NORTHERN PACIFIC ADDITION**

Plat Map Reference	Property Owner Name(s)	Parcel Number	Address
P1	Keystone Property Services, LLC 1007 8 th Street Anacortes, WA 98221	P58291	3802 West 2 nd Street
P2	Keystone Property Services, LLC 1007 8 th Street Anacortes, WA 98221	P133184	3806 West 2 nd Street
P3	Keystone Property Services, LLC 1007 8 th Street Anacortes, WA 98221	P133185	3812 West 2 nd Street
P4	Charles and Rebecca Nyman 6002 Parkside Drive Apt E Anacortes, WA 98221	P133186	3816 West 2 nd Street
B1 – B4	Sagapo Investments, LLC Attention: Richard McKee P.O. Box 2680 Woodinville, WA 98072	P58288	None

PARTICIPATING

Details for Parcel: P58291



Jurisdiction: ANACORTES
Please contact the city of ANACORTES for ANACORTES zoning information.

Zoning Designation:

[Recorded Documents](#)
[Excise Affidavits](#)

Documents scanned and recorded by the Auditor's office
Document scans of excise affidavits

Parcel Number

P58291

XrefID

3809-303-010-0102

Quarter Section Township Range

NW 23 35 01

Owner Information

KEYSTONE PROPERTY SERVICES LLC

1007 8TH ST

ANACORTES, WA 98221

Site Address(es)

3802 WEST 2ND AVENUE

Anacortes, WA (Jurisdiction, State)

[Zip Code Lookup](#) | [Site Address Information](#)

Map Links

[Open in iMap](#)

Assessor's Parcel Map:

[PDF](#) | [DWF](#)

Current Legal Description [Abbreviation Definitions](#)

LOT A, SURVEY AF#201605190058, AKA LOTS 1 AND 2 AND THE EAST HALF OF LOT 3, BLOCK 1303, NORTHERN PACIFIC ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2016 Values for 2017 Taxes*

Building Market Value \$.00
Land Market Value +\$108,700.00
Total Market Value \$108,700.00
Assessed Value \$108,700.00
Taxable Value \$108,700.00

Sale Information

Deed Type QUIT CLAIM DEED
Sale Date 2016-05-26
Sale Price \$.00

2017 Property Tax Summary

2017 Taxable Value \$108,700.00
General Taxes \$1,035.04
Special Assessments/Fees
Total Taxes \$1,035.04

* Effective date of value is January 1 of the assessment year (2016)

[Legal Description at time of Assessment](#)

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030	
Neighborhood	(21AVIEW) ANACORTES VIEW RESIDENTIAL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions		
Utilities		Acres	0.17	
Improvement 1 Attributes Summary				
Building Style	SINGLE FAMILY RESIDENCE			
Year Built		Foundation		
Above Grade Living Area		Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area		Heat/Air Conditioning		
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms		
Bathrooms				
For additional information on individual segments see Improvements tab				

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

* Total living area includes above grade living area and finished basement area.

* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

Assessment data for improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.

Rw#17-056-ADM

PARTICIPATING

Details for Parcel: P133184



Jurisdiction: ANACORTES
Please contact the city of ANACORTES for ANACORTES zoning information.

Zoning Designation:

[Recorded Documents](#)

Documents scanned and recorded by the Auditor's office

Parcel Number P133184	XrefID 3809-303-010-0202	Quarter Section Township Range NW 23 35 01
Owner Information KEYSTONE PROPERTY SERVICES LLC 1007 8TH ST ANACORTES, WA 98221	Site Address(es) 3806 WEST SECOND AVENUE Anacortes, WA (Jurisdiction, State) Zip Code Lookup Site Address Information	Map Links Open in Map Assessor's Parcel Map: PDF DWF

Current Legal Description [Abbreviation Definitions](#)

LOT B, SURVEY AF#201605190058, AKA THE WEST HALF OF LOT 3 AND ALL OF LOTS 4 AND 5, BLOCK 1303, NORTHERN PACIFIC ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2016 Values for 2017 Taxes*

Building Market Value \$.00
Land Market Value +\$108,700.00
Total Market Value \$108,700.00
Assessed Value \$108,700.00
Taxable Value \$108,700.00

Sale Information

Deed Type QUIT CLAIM DEED
Sale Date 2016-05-26
Sale Price \$.00

2017 Property Tax Summary

2017 Taxable Value \$108,700.00
General Taxes \$1,035.04
Special Assessments/Fees
Total Taxes \$1,035.04

* Effective date of value is January 1 of the assessment year (2016)

[Legal Description at time of Assessment](#)

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030	
Neighborhood	(21AVIEW) ANACORTES VIEW RESIDENTIAL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions		
Utilities		Acres	0.17	
Improvement 1 Attributes Summary				
Building Style	SINGLE FAMILY RESIDENCE			
Year Built		Foundation		
Above Grade Living Area		Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area		Heat/Air Conditioning		
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms		
Bathrooms				
For additional information on individual segments see Improvements tab				

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

* Total living area includes above grade living area and finished basement area.

* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

Assessment data for improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.

PW#17-056-ADM

PARTICIPATING

Details for Parcel: P133185



Jurisdiction: ANACORTES
Please contact the city of ANACORTES for ANACORTES zoning information.

Zoning Designation:

Parcel Number P133185	XrefID 3809-303-010-0302	Quarter Section Township Range NW 23 35 01
Owner Information KEYSTONE PROPERTY SERVICES LLC 1007 8TH ST ANACORTES, WA 98221	Site Address(es) 3812 WEST 2ND AVENUE Anacortes, WA (Jurisdiction, State) Zip Code Lookup Site Address Information	Map Links Open in iMap Assessor's Parcel Map: PDF DWF

Current Legal Description [Abbreviation Definitions](#)

LOT C, SURVEY AF#201605190058, AKA LOTS 6 AND 7 AND THE EAST HALF OF LOT 8, BLOCK 1303, NORTHERN PACIFIC ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2016 Values for 2017 Taxes*

Building Market Value	\$0.00
Land Market Value	+\$108,700.00
Total Market Value	\$108,700.00
Assessed Value	\$108,700.00
Taxable Value	\$108,700.00

Sale Information

Deed Type	QUIT CLAIM DEED
Sale Date	2016-05-26
Sale Price	\$0.00

2017 Property Tax Summary

2017 Taxable Value	\$108,700.00
General Taxes	\$1,035.04
Special Assessments/Fees	
Total Taxes	\$1,035.04

* Effective date of value is January 1 of the assessment year (2016)

[Legal Description at time of Assessment](#)

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030	
Neighborhood	(21A/VIEW) ANACORTES VIEW RESIDENTIAL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions		
Utilities		Acres	0.17	
Improvement 1 Attributes Summary				
Building Style	SINGLE FAMILY RESIDENCE			
Year Built		Foundation		
Above Grade Living Area		Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area		Heat/Air Conditioning		
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms		
Bathrooms				
For additional information on individual segments see Improvements tab				

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

* Total living area includes above grade living area and finished basement area.

* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

Assessment data for improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.

Pw#17-056-ADM

Participating

Details for Parcel: P133186



Jurisdiction: ANACORTES
Please contact the city of ANACORTES for ANACORTES zoning information.

Zoning Designation:

[Recorded Documents](#)
[Excise Affidavits](#)

Documents scanned and recorded by the Auditor's office
Document scans of excise affidavits

Parcel Number P133186	XrefID 3809-303-010-0402	Quarter Section Township Range NW 23 35 01
Owner Information NYMAN CHARLES NYMAN REBECCA 6002 PARKSIDE DRIVE APT E ANACORTES, WA 98221	Site Address(es) 3816 WEST SECOND STREET Anacortes, WA (Jurisdiction, State) Zip Code Lookup Site Address Information	Map Links Open in iMap Assessor's Parcel Map: PDF DWE

Current Legal Description [Abbreviation Definitions](#)

LOT D, SURVEY AF#201605190058, AKA THE WEST HALF OF LOT 8 AND ALL OF LOTS 9 AND 10, BLOCK 1303, NORTHERN PACIFIC ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2016 Values for 2017 Taxes*

Building Market Value \$0.00
Land Market Value +\$108,700.00
Total Market Value \$108,700.00
Assessed Value \$108,700.00
Taxable Value \$108,700.00

Sale Information

Deed Type WARRANTY DEED
Sale Date 2016-09-27
Sale Price \$180,000.00

2017 Property Tax Summary

2017 Taxable Value \$108,700.00
General Taxes \$1,035.04
Special Assessments/Fees
Total Taxes \$1,035.04

* Effective date of value is January 1 of the assessment year (2016)

[Legal Description at time of Assessment](#)

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030	
Neighborhood	(21A)VIEW) ANACORTES VIEW RESIDENTIAL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions		
Utilities		Acres	0.17	
Improvement 1 Attributes Summary				
Building Style	SINGLE FAMILY RESIDENCE			
Year Built		Foundation		
Above Grade Living Area		Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area		Heat/Air Conditioning		
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms		
Bathrooms				
For additional information on individual segments see Improvements tab				

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

* Total living area includes above grade living area and finished basement area.

* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

Assessment data for improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.

PW#17-056-ADM

Benefitting

Details for Parcel: P58288



Jurisdiction: ANACORTES
Please contact the city of ANACORTES for ANACORTES zoning information.

Zoning Designation:

[Recorded Documents](#)
[Excise Affidavits](#)

Documents scanned and recorded by the Auditor's office
Document scans of excise affidavits

Parcel Number

P58288

XrefID

3809-302-010-0104

Quarter Section Township Range

NW 23 35 01

Owner Information

SAGAPO INVESTMENTS LLC

ATTN RICHARD MCKEE

PO BOX 2680

WOODINVILLE, WA 98072

Site Address(es)

Map Links

[Open in iMap](#)

Assessor's Parcel Map:

[PDF](#) | [DWF](#)

Current Legal Description [Abbreviation Definitions](#)

LOTS 1 TO 10, BLOCK 1302, N P TO ANACORTES, RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2016 Values for 2017 Taxes*

Building Market Value \$.00
Land Market Value +\$372,600.00
Total Market Value \$372,600.00
Assessed Value \$372,600.00
Taxable Value \$372,600.00

Sale Information

Deed Type QUIT CLAIM DEED
Sale Date 2012-03-09
Sale Price \$.00

2017 Property Tax Summary

2017 Taxable Value \$372,600.00
General Taxes \$3,547.90
Special Assessments/Fees
Total Taxes \$3,547.90

* Effective date of value is January 1 of the assessment year (2016)

[Legal Description at time of Assessment](#)

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030
Neighborhood	(21A)VIEW) ANACORTES VIEW RESIDENTIAL		
Levy Code	0900	Fire District	
School District	SD103	Exemptions	
Utilities	*PWR, WTR-P	Acres	0.00
Improvement 1 Attributes Summary			
Building Style	SINGLE FAMILY RESIDENCE		
Year Built		Foundation	
Above Grade Living Area		Exterior Walls	
Finished Basement		Roof Covering	
*Total Living Area		Heat/Air Conditioning	
Unfinished Basement		Fireplace	
*Total Garage Area		Bedrooms	
Bathrooms			
For additional information on individual segments see Improvements tab			

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

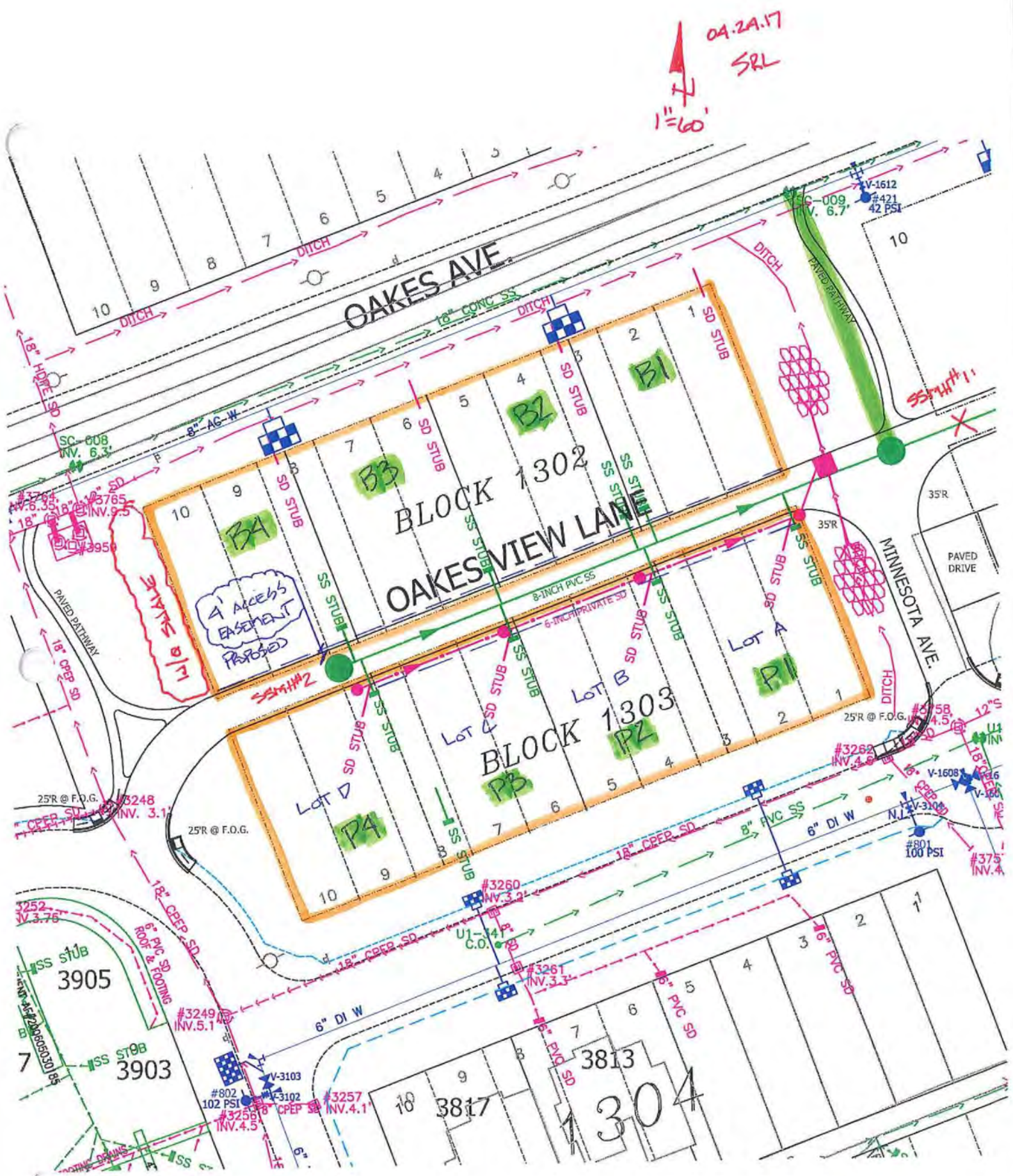
* Total living area includes above grade living area and finished basement area.

* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

Assessment data for Improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.

Rw#17-056-ADM

PART 3



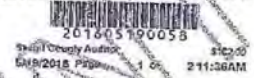
VICINITY MAP: FUTURE PROPOSED IMPROVEMENTS (AMC)
SCALE: 1"=60'

W 2nd & MINNESOTA BOUNDARY LINE ADJUSTMENT

IN THE S.W. 1/4, SEC. 23, TWP 35 N., RNG 1 E., W.M.
CITY OF ANACORTES, WASHINGTON

AUDITORS CERTIFICATE

RECORD OF SURVEY AT THE REQUEST OF DALE K. HERRIGSTAD



[Signature]
AUDITOR
[Signature]
DEPUTY AUDITOR

NOTES

1. SET REBAR AND CAP #27807.
2. FOUND MONUMENT IN CASE WITH COVER ON March 12, 2016.
3. FOUND PK NAIL AT INTERSECTION.
4. BASIS OF BEARINGS: Center line of Oakes Avenue RDS #200511010118.
5. EQUIPMENT USED: CR2 2" TOTAL STATION.
6. ERROR OF CLOSURE MEETS WASHINGTON STATE SURVEY STANDARDS.
7. SURVEY METHOD: STANDARD FIELD TRAVERSE.
8. THIS BOUNDARY SURVEY AND ALL UTILITIES WERE NOT INVESTIGATED.

GENERAL INFORMATION

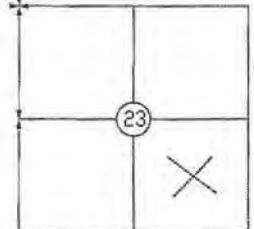
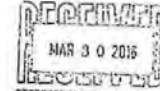
1. This Boundary Line Adjustment is for the purpose of identifying 4 building parcels from 10 city lots in Block 1303 of the "NORTHERN PACIFIC ADDITION TO ANACORTES, WASHINGTON".
2. Assessor's Account No. PS8291, 3808-303-010-0102.
3. Land Description Information is from the First American Title Insurance Company, order No: A110665 dated December 21, 2015.
4. Zoning: (R2) Residential Low Density.
5. Water Supply: City of Anacortes.
6. Sewer Disposal: City of Anacortes.
7. Storm Sewer: City of Anacortes.
8. This is a boundary survey only. Not all utilities were investigated.

PROPERTY AREA BEFORE BLA 35,146 SF (0.81 ACRES)

ADDRESSES:

- LOT A 3802 W 2ND AVENUE
LOT B 3806 W 2ND AVENUE
LOT C 3812 W 2ND AVENUE
LOT D 3816 W 2ND AVENUE

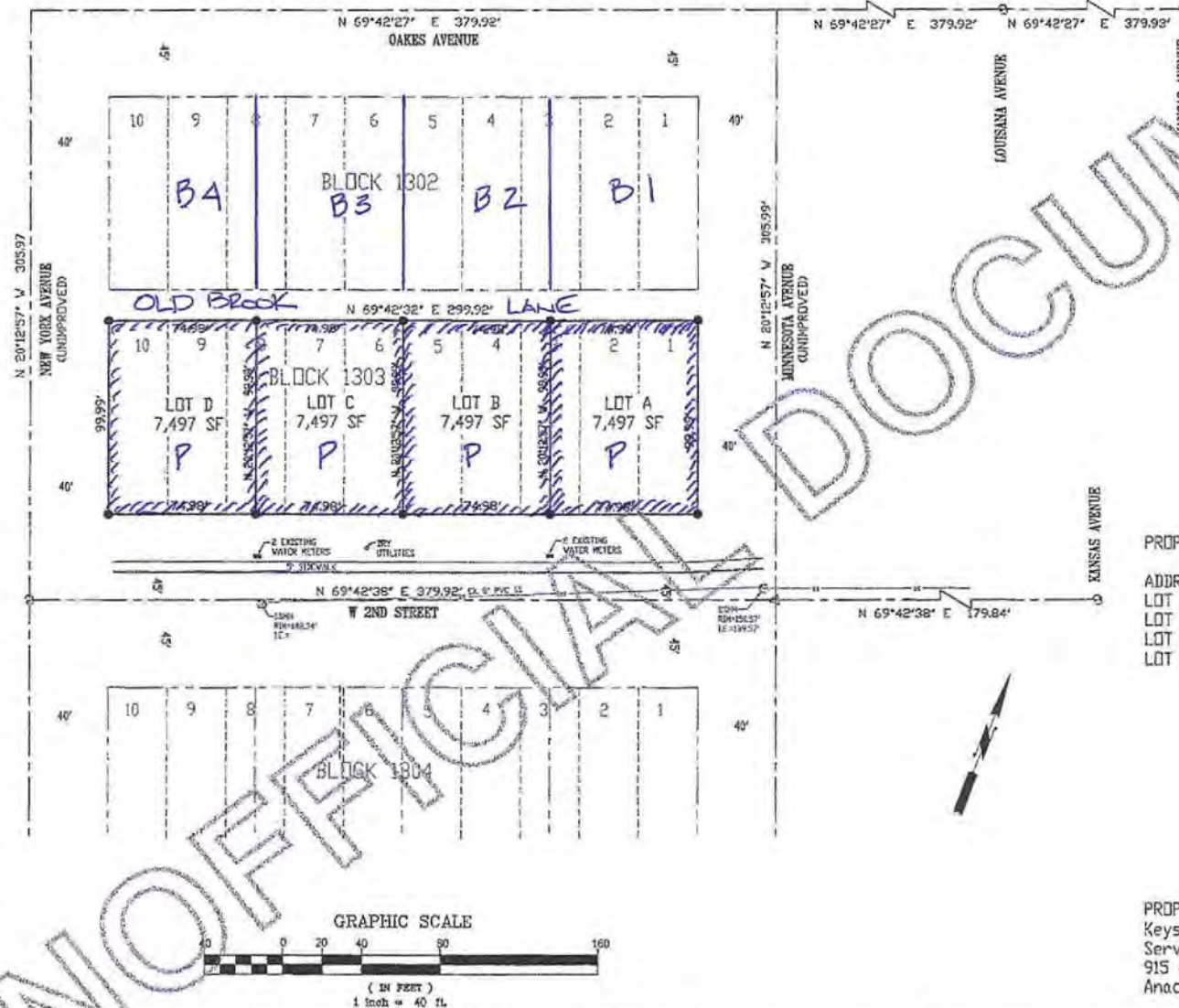
SECTION TIE SEE
RDS AF #200505030185



SECTION 23, TOWNSHIP 35 N.,
RNG. 1 EAST, W.M.
CITY OF ANACORTES,
SKAGIT COUNTY, WASHINGTON:

BLA-2016-1002

PROPERTY OWNERS
Keystone Property
Services, LLC
915 4th Street
Anacortes, WA 98221



SURVEYOR
DALE K. HERRIGSTAD P.L.S.
4320 WHISTLE LAKE ROAD
ANACORTES WA 98221
360-299-8804



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF KRIS YALIN IN MARCH 2016.

DALE K. HERRIGSTAD, P.L.S.
Certificate No. 27807
Date MAY 17, 2016

HERRIGSTAD
ENGINEERING AND SURVEYING
4320 WHISTLE LAKE ROAD, ANACORTES WA
PHONE (360) 299-8804

BOUNDARY LINE ADJUSTMENT
FOR
KEYSTONE PROPERTY SERVICES LLC

SCALE 1"=40'	DATE March 2016	JOB NO: 2016-13
DRAWN BY: DALE H.	CHKD BY: DKH	SHEET: OF: 1 2

W 2nd & MINNESOTA BOUNDARY LINE ADJUSTMENT
IN THE S.W. 1/4, SEC. 23, TWP 35 N., RNG 1 E., W.M.
CITY OF ANACORTES, WASHINGTON

PW# 17-05 DM



201605190058
Skagit County Assessor 5/19/2016 Page 2 of 2 2:11:08AM

LEGAL DESCRIPTION BEFORE ADJUSTMENT

Lots 1 to 10, inclusive, Block 1303, "NORTHERN PACIFIC ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington.

LEGAL DESCRIPTION AFTER ADJUSTMENT

LOT A

All of lots 1 and 2 and the East half of Lot 3, Block 1303, "NORTHERN PACIFIC ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington.

LOT B

The West half of Lot 3 and all of lots 4 and 5, Block 1303, "NORTHERN PACIFIC ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington.

LOT C

All of lots 6 and 7 and the East half of Lot 8, Block 1303, "NORTHERN PACIFIC ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington.

LOT D

The West half of Lot 8 and all of lots 9 and 10, Block 1303, "NORTHERN PACIFIC ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington.

ACCEPTANCE

This Boundary Line Adjustment is hereby examined and approved for

acceptance the 11th day of May, 2016

City Engineer

Subdivision Administrator

CONSENT

Know All Men by we the undersigned owners certify that the Boundary Line Adjustment is made as a free act and deed, in Witness whereof we have hereunto set our hands and seals this 11th day of May, 2016.

Keystone Property Services LLC

State of Washington

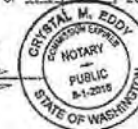
County of Skagit
I certify that I know of have satisfactory evidence that Kristopher Yaw
signed this instrument, on oath stated that (he/she/they) (was/are) authorized to
execute the instrument and acknowledged it as the Sole member of
Keystone Property Services LLC, to be the free and voluntary act of such
party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 11th day of May, 2016
Notary Public in and for the State of Washington

Name printed Kristopher M. Eddy

Residing at Bellingham

My commissions expires 8-1-2016



PROPERTY OWNERS
Keystone Property
Services, LLC
915 4th Street
Anacortes, WA 98221

BLA-2016-1002

SURVEYOR
DALE K. HERRIGSTAD P.L.S.
4320 WHISTLE LAKE ROAD
ANACORTES WA 98221
360-299-8804



5-16-2016

HERRIGSTAD
ENGINEERING AND SURVEYING
4320 WHISTLE LAKE ROAD, ANACORTES WA
PHONE (360) 299-8804

BOUNDARY LINE ADJUSTMENT
FOR
KEYSTONE PROPERTY SERVICES LLC

SCALE	DATE	JOB NO.
1"=40'	March 2016	2016-13
DRAWN BY: DALE H.	CHKD BY: DNH	SHEET: OF: 2 2

PART 4



ENGINEERING
STEVEN LANGE, P.M.

P.O. BOX 547
ANACORTES, WA 98221
Cell: (360) 661.3468
E-mail: stevel@cityofanacortes.org
FAX(360) 293-1938

Job PJ # 17-056-Adm

Title COST SHARE BREAK DOWN

Calculated by STEVEN LANGE

DATE 04.24.17

Checked by _____

DATE _____

Sheet 1 of 1

SCALE _____

TOTAL ESTIMATED COSTS:

* SENIOR:	(BID)	\$ 27,950.00	x 8.7% (2431.65)	= \$ 30,381.65
* OTHER:	(BID)	\$ 9,600.00	x 8.7% (835.20)	= \$ 10,435.20
* ACCESS ROAD				
* STORM:	(BID)	\$ 7,450.00	x 8.7% (648.15)	= \$ 8,098.15
* ENGINEERING FEES: (X10%)		\$ 4500.00	x 8.7% (391.50)	= \$ 4,891.50
* APPLICATION FEES: (FEE)		\$ 1250.00		= \$ 1,250.00
				<u>\$ 55,056.50</u>

\$55,056.50 / 8 = \$6,882.06 EACH PARCEL

<u>PARCEL #:</u>	<u>ADDRESS:</u>	<u>BENEFITTING / PARTICIPATING</u>	<u>Amount:</u>
PJ-58291	3802 1/2 2ND ST	P	\$ 6,882.06
PJ-133184	3806 1/2 2ND ST	P	\$ 6,882.06
PJ-133185	3812 1/2 2ND ST	P	\$ 6,882.06
PJ-133186	3816 1/2 2ND ST	P	\$ 6,882.06
PJ-58288	—	B	\$ 27,528.26

04.24.17

Steven Lange

04-25-17
SPL

ANACORTES PUBLIC WORKS DEPARTMENT

ENGINEERING PLAN REVIEW FEE AND CONSTRUCTION FEES

ENGINEERING AND INSPECTION FEE WORKSHEET (DEVELOPER DEDICATED ASSETS)

Engineering Project No.	Project Location	
PJ# 17-056-DEV	112ND STREET & MINNESOTA	
Project Name	Project Engineer	Developer
KEYSTONE SANITARY SEWER	HERRIGSTAD	KEYSTONE

LATECOMER AGREEMENT

The Developer shall enter the quantities shown on the construction drawings to be submitted to the City for review. This document is used to maintain the City's inventory of Public Works infrastructure and determine the amount of Engineering & Inspection Fees due to the City.

	DESCRIPTION	UNITS	QUANTITY	Unit Cost	Total Cost	FEE AMOUNT
STORM SEWER	6" L.F.			\$25.00		
	8" L.F.			\$30.00		
	10" L.F.			\$37.00		
	12" L.F.		30	\$45.00	1350-	
	15" L.F.					
	18" L.F.					
	24" L.F.					
	Other _____					
	Other _____					
	Catch Basin, Type I	EA		\$740.00		
	Catch Basin, Type II	EA		\$3500.00		
	Storm Manholes	EA		\$5000.00		
	Ponds	EA				
	Bioswales	LF-EA	110	\$50.00	5500-	
	Vaults or other water quality measures	EA				
SANITARY SEWER	6" L.F.			\$35.00		
	8" L.F.		490	\$45.00	22,050-	
	10" L.F.					
	12" L.F.					
	15" L.F.					
	18" L.F.					
	24" L.F.					
	Other _____					
	Other _____					
	Sanitary Manholes 48"	EA	2	\$5000.00	10,000-	
	Sanitary Manholes Other _____	EA				
	Lift Station	EA				



ANACORTES PUBLIC WORKS DEPARTMENT

ENGINEERING PLAN REVIEW FEE AND CONSTRUCTION FEES

	DESCRIPTION	UNITS	QUANTITY	Unit Cost	Total Cost		FEE AMOUNT
WATER	4"	L.F.		\$45/\$55			
	6"	L.F.		\$55/\$75			
	8"	L.F.		\$55/\$75			
	12"	L.F.		\$65/\$80			
	16"	L.F.		\$75/\$90			
	Other _____	L.F.					
	Water Meter	EA		\$200.00			
	Fire Hydrant	EA		\$5000.00			
STREETS	Street Construction Length____ Width____	S.F.			(\$4) 2'x length (\$3) 24'x length (\$2.80) 20' x length		
	Street Lights	EA		\$3000.00			
	Street & Stop Signs	EA		\$200.00			
	Curb & Gutter	L.F.		\$14.00			
	Overlay, Asphalt	TON		\$100.00			
	Overlay, Concrete	S.Y.					
	Sidewalk	S.Y.		\$28.80			
	Wheelchair Ramps	S.Y.		\$36.00			
OTHER	Landscaping	S.Y.		\$27.00			
	Trails	S.F.					
	Stream Enhancement	S.F.					
	C.S.T.C. ACCESS Other	TONS	376	30 -	11,280 -		
	RIP RAP Other	CY	2	\$ 57.40	114.80		
	Temporary Erosion/Sediment Control **	Lump Sum	1	\$2000.00	2000 -		
	Earthwork	C.Y.	203	\$15.00	3045 -		
	Traffic Control		1	\$2000.00	2000 -		
	Erosion Control			\$500.00			
	Utility Relocation/Adjustment	EA		\$275.00			
	TOTAL COSTS				\$ 57,339.80		

** Temporary Erosion/Sediment Control includes: Clear and Grade, Fill and Grade, ESC Supervisor, and Silt Fencing.

X 8.7
\$ 4,908.50
\$ 62,328.36 TOTAL ESTIMATE

04-25-17 *[Signature]*



ENGINEERING
STEVEN LANGE, P.M.
P.O. BOX 547
ANACORTES, WA 98221
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E-mail: stevel@cityofanacortes.org
FAX(360) 293-1938

Job PJ# 17-056-ADM
Title KEYSTONE SANITARY SEWER LATERAL EST.
Calculated by STEVEN LANGE DATE 04-24-17
Checked by _____ DATE _____
Sheet 1 of 4 SCALE _____

MOBILIZATION: ASSUME 10% OF ESTIMATE PER THE CURRENT WSDOT SPECIFICATIONS FOR ROADS, BRIDGES AND MULTIPLE

1 LS

12" STORM

30 LF - PER CIVIL PLAN

* INCLUDES TRENCH EX, PIPE, PIPE ZONE, TRENCH ZONE
BACKFILL TO SUBGRADE

30 LF

BIOSSHALE: CALL'D 2X. SEE PAGE 3

110 x 3' WATER QUALITY SHALE - GLASS LINED.
CHECK DAMS PLACED PER WSDOT STANDARD DETAIL
1-50.20-01.

110 LF

CALCULATE BY LINEAR FOOT. COST PER LOCAL CONTRACTOR

8" PVC SANITARY SEWER

490 LF, PER DESIGN

* INCLUDES TRENCH EX, PIPE, PIPE ZONE, TRENCH ZONE
BACKFILL TO SUBGRADE, CONNECTION TO STRUCTURES

490 LF

TYPE II MANHOLE

(2) EACH PER PLAN

* INCLUDES EXCAVATION, SETTING TO GRADE, BACKFILL,
CHANNELING

2 EA



ENGINEERING
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Job PIJ# 17-056-ADM
Title KEYSTONE SANITARY SEWER LATECOMER EST
Calculated by STEVEN LANGE DATE 04.25.17
Checked by _____ DATE _____
Sheet 2 of 4 SCALE _____

ROADWAY EXCAVATION

PER THE 2011 EDS STANDARDS, THE CROSS-SECTION FOR THE ALLEY, PER CHAPTER 3, STREETS, STR-15 "ROADWAY STRUCTURAL REQUIREMENTS", ITEM STR-15.2 - MINIMUM THICKNESS" IS 6" GRAVEL BORROW, 2" C.S.T.C. AND 2" ASPHALT.

THIS PROJECT IS NOT PROVIDING ASPHALT OR IMPROVING "DAKES VIEW LAKE". SO THIS IS NOT GOING TO BE CALCULATED.

FOR THE PURPOSES OF THIS ESTIMATE, AN 8" CROSS-SECTION WILL BE USED.

$$138' \times 20' \times 8'' = 68.14 \text{ CY}$$

$$30' \times 30' \times 2 \times 8'' = 11.11 \text{ CY}$$

$$30' \times 30' \times 2 \times 8'' = 11.11 \text{ CY}$$

$$52' \times 12' \times 8'' = 15.4 \text{ CY}$$

$$326' \times 12' \times 8'' = \frac{96.6 \text{ CY}}{202.36 \text{ OR } 203 \text{ CY}}$$

203 CY



**ENGINEERING
STEVEN LANGE, P.M.**

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FAX(360) 293-1938

Job PW# 17-056-ADM
Title KEYSTONE SANITARY SEWER LAIDOMER EST.
Calculated by STEVEN LANGE DATE 04.25.17
Checked by _____ DATE _____
Sheet 3 of 4 SCALE _____

CRUSHED SURFACING TOP COURSE:

USING THE CY'S ESTIMATED FROM THE ROADWAY EXCAVATION, THIS CALCULATION WILL USE C.S.T.C. TO REPLACE THE GRAVEL BORROW IDENTIFIED IN THE CROSS-SECTION.

GRAVEL BORROW STRUCTURAL COEFFICIENT = .11

C.S.T.C. STRUCTURAL COEFFICIENT = .14

$$203 \text{ CY} \times 8'' =$$

$$203 \text{ CY} \times 1.85 (\text{CONVERSION TO TONS}) = 375.55 \text{ OR } 376 \text{ TONS}$$

376 TONS

GROSS LINED SWALE:

PAVS SCALE = 110'

COST IS BASED ON A CONVERSATION WITH A LOCAL CONTRACTOR ON A PREVIOUS PRIVATE DEVELOPMENT. ANTICIPATE \$50 PER LF TO CONSTRUCT A SWALE. ASSUME HAUL IS INCLUDED IN THIS PRICE.

110 LF

04.25.17

SLN



ENGINEERING
STEVEN LANGE, P.M.

P.O. BOX 547
ANACORTES, WA 98221
Cell: (360) 661.3468
E-mail: stevel@cityofanacortes.org
FAX(360) 293-1938

Job PW# 17-056-ADM
Title KEYSTONE SANITARY SEWER LATERAL EST.
Calculated by STEVEN LANGE DATE 04.25.17
Checked by _____ DATE _____
Sheet 4 of 4 SCALE _____

Hand Paved RIP-RAP:

CONVERSION 1.4375 (TONS TO CY'S)

NO CALCULATION PROVIDED ASSUME 2 CY

2 CY $\times$ 1.4375 = ~~2.875~~ ^{TONS TO CY SRL} OR 3 TON

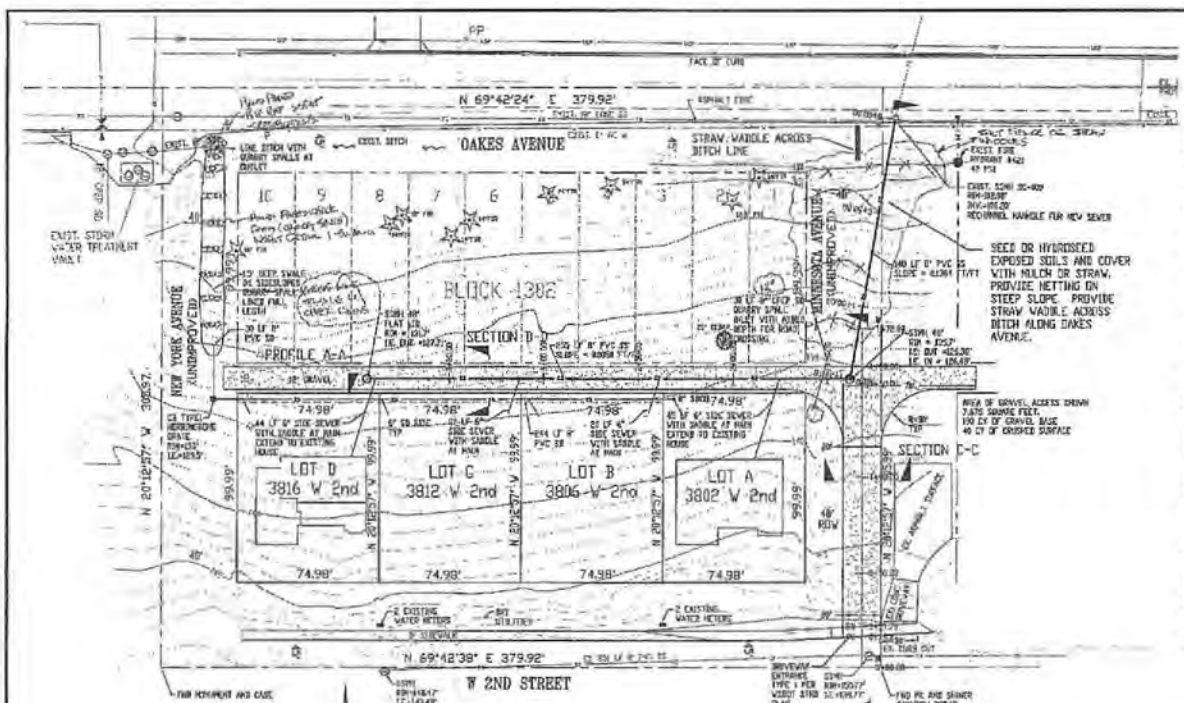
* USE PRICE PER PW# 06-072 DEN SFBR BUSINESS PARK
\$57.40 PER TON CY

04.25.17

2 CY SRL

3 TON

PART 5



SANITARY SEWER NOTES

- ALL PVC SEWER PIPE AND FITTINGS SHALL CONFORM TO AND MEET THE REQUIREMENTS OF THE LATEST ASTM SPECIFICATIONS 2002A, ALSO:
 - PIPE JOINT FITTINGS SHALL MEET REQUIREMENTS OF SECTION 20.
 - ALL SANITARY SEWER PIPES SHALL BEAT THE MARK OF THE NATIONAL SANITATION FOUNDATION.
 - ALL PIPES SHALL BE SUITABLE FOR USE AS A GRAVITY SEWER CONDUIT.
 - PIPE SHALL HAVE FLEXIBLE JOINTS.
- ALL FITTINGS AND ACCESSORIES SHALL BE MANUFACTURED AND PROVIDED BY THE PIPE SUPPLIER OR BE AN APPROVED EQUIVALENT AND HAVE SOLID AND/OR SPOST CONSTRUCTION IDENTICAL TO THAT OF THE PIPE. MANHOLE COUPLING CONNECTIONS TO THE SIZE OF THE SEWER PIPE SHALL BE USED.
- 8-INCH PVC SANITARY SEWER PIPE SHALL BE USED FOR SEWER SERVICE. SEWER SHALL BE CONSTRUCTED AT A MINIMUM OF 1% SLOPE OF 2% AT THE LOCATIONS SHOWN ON THE PLANS AND HAVE A 6-INCH TEST VIE AT THE EXISTENCE, PLACED AND SLOPED FOR TESTING AND FUTURE USE. JOINT SEWERS VIE SHALL BE LOCATED WITHIN 10 FEET OF THE EXISTENCE. JOINT SHALL BE IDENTICAL TO JOINTS.
- A SIDE SEWER GRATE THAT IS LESS THAN 24 INCHES SHALL BE APPROVED BY THE ENGINEER AND THE CITY OF ANCHORAGE UPON WRITTEN REQUEST.
- THE END OF EACH SANITARY SEWER STATION SHALL BE FINISHED WITH A PRESSURE TREATED DIA. 24 INCH PLATE AT THE FLOW LINE OF THE SEWER AND EXTEND 4 FEET ABOVE FINISHED GRADE. THERE SHALL BE A PERMANENT MARK LABELED "SEWER" WITH A DOPH TO THE FLOW LINE SHOWN ON THE DIA.
- SEWER COVER SHALL BE INSTALLED PROPERLY TO AVOID WATER INFILTRATION IN THE MANHOLE.
- WHEN CONNECTING THE PIPE TO MANHOLES, USE 4-INCH FLEXIBLE CONNECTIONS, 400-400, OF MR. INC. OR APPROVED EQUIVALENT. THE PIPE TO MANHOLE CONNECTIONS REQUIRE FLEXIBLE CONNECTIONS, SEE STANDARD SPECIFICATIONS SECTION 7-8.5.
- PIPE JOINTS SHALL BE EXPOSED FROM THE INSIDE AND OUTSIDE AND TO BE INSPECTED PRIOR TO BACKFILL BY THE MANHOLE BY THE CITY INSPECTOR.
- MANHOLE FRAME AND LIDS SHALL BE SLOPED TO CORRESPOND TO THE STREET GRADE.
- TIPS OF MANHOLES WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE ADJUSTED TO FINAL GRADE UNITS, JUST PRIOR TO PAVING.
- ALL MANHOLES AND CLEAN-OUTS IN DRIVEWAYS AHEAD SHALL INCLUDE A CONCRETE SEAL, AROUND THE ALTERNATE HOLES FOR THE CURRENT EGS STANDARD. CALL 342-2222 FOR SCHEDULE 40 INSPECTION ALUM. (400-400).
- ALL MANHOLES SHALL BE PROTECTED FROM VIBRATION OF PILES, GROUND, WATER AND OTHER SOURCES DURING CONSTRUCTION.
- THE OPERATOR SHALL INSTALL, AT ALL CONNECTIONS TO EXISTING SEWER MANHOLES, EXPOSED OR PILES TO PREVENT TRENCH COLLAPSE FROM EXISTING EXISTING SANITARY SEWER. EXPOSED OR PILES SHALL BE PLACED DOWN IN PLACE THROUGHOUT THE CONSTRUCTION OF THE SEWER AND SHALL BE REMOVED ALONG WITH THE COLLECTED DEBRIS AT THE TIME OF FINAL INSPECTION AND IN THE PRESENCE OF A DESIGNATED REPRESENTATIVE OF THE CITY OF ANCHORAGE. CALL 342-2222 FOR SCHEDULE 40 INSPECTION ALUM. (400-400).
- THE FLOW CHANNEL, SEWER FROM MANHOLE SHALL BE FORMED BY CAST-IN-PLACE PORTLAND CEMENT CONCRETE. CHANNEL SHALL HAVE A NON-CORRODIBLE CROSS-SECTION AND SMOOTH UNIFORM SLOPE FROM INLET TO OUTLET. WHEN THREE OR MORE PIPES ARE CONNECTED TO ONE MANHOLE, THE FLOW CHANNEL SHALL BE FORMED TO PROTECT DIRECT FLOW FROM INLET TO OUTLET.
- STEPS CONSISTING OF 40 INCH SPACED HET BENT AND GALVANIZED REINFORCED BARS SHALL BE INSTALLED AT ONE (1) FOOT CENTERS EACH MANHOLE. SHALL HAVE A MINIMUM OF 40 INCH BARS OF ADJUSTABLE BRACK OR CONCRETE ADJUSTABLE BRACK BETWEEN THE TOP OF THE CURB AND THE BASE OF THE MANHOLE FRAME.
- ALL TESTING AND CONNECTIONS TO THE EXISTING SEWER SHALL BE DONE IN THE PRESENCE OF A DESIGNATED REPRESENTATIVE OF THE CITY OF ANCHORAGE. CALL 342-2222 FOR SCHEDULE 40 INSPECTION ALUM. (400-400).
- A LOW-PRESSURE AND TEST AT 5 PSI FOR 15 MINUTES FOR SEWER MAINS IS REQUIRED. PRE-TESTING IS REQUIRED. RECONSTRUCTING A PAVED TEST MAY RESULT IN SEVERAL DAYS DELAY DUE TO CONFLICTS WITH OTHER PROJECTS. CALL 342-2222 FOR SCHEDULE 40 INSPECTION ALUM. (400-400).
- UPON INSPECTION APPROVAL, BY THE CITY OF ANCHORAGE PUBLIC WORKS INSPECTOR AND THE VIDEO INSPECTION REQUEST FORM IS COMPLETED BY THE CONTRACTOR, THE CITY OF ANCHORAGE INSPECTOR SHALL PERFORM A VIDEO INSPECTION OF THE SANITARY SEWER MAINS TO DETERMINE CLEARANCES, ALIGNMENT AND PROPER REPAIRS AFTER LOTS HAVE BEEN PAVED. CALL THE PUBLIC WORKS INSPECTOR AT 342-2222 FOR SCHEDULE 40 INSPECTION ALUM. (400-400).
- A PRE-INSPECTION CHECKLIST IS AVAILABLE PRIOR TO A VIDEO REQUEST.

EROSION CONTROL NOTES

- A Certified Erosion and Sediment Control Supervisor is required. The EDC Supervisor must have attended and Erosion and Sediment Control class within 30 days prior to the start of construction.
- The Certified Erosion and Sediment Control Supervisor will oversee and be responsible for all erosion control. The facilities shall be inspected daily and maintained to ensure proper functioning. Written records shall be kept of weekly inspections and after every significant storm event at the EDC facilities during the wet season October 1 to April 30. Monthly records during the dry season May 1 to September 30. Written records shall be turned into the Project Manager or inspection of a weekly basis at the weekly scheduled project meetings.
- It shall be in place per the approved set of plans prior to any construction start.
- The erosion control shall be inspected once a day and modified to meet the surrounding conditions as needed.
- Provide a sign displaying a 24-hour contact number and name of the EDC Supervisor. The letter plate shall be a minimum of 6" letters. This shall be in place prior to construction start. The location of the sign shall be a reflection of the Contractor and Developer and Development.
- The storm drain system and existing ditches shall be cleaned daily Section 7-23.0. All drainage systems shall be cleaned to the satisfaction of the City of Anchorage prior to acceptance of the project.
- Sufficient construction entrances and roads shall be installed at the beginning of construction and maintained during the duration of the project. Additional entrances may be required such as each point to ensure that all paved areas are kept clean and not allowed to enter into City streets.
- Any work exposed that will not be disturbed for 140 days during the wet season or seven (7) days in the dry season shall be immediately stabilized with the approved EDC methods: seeding, mulching, plastic covering, etc.
- Two (2) work prior to the beginning of the wet season (October 1), all disturbed areas shall be revegetated to stability which must also be verified in preparation for the winter rains. Disturbed areas shall be stabilized within 60 days of the beginning of the wet season. A sketch map of those areas to be revegetated and those areas to remain uncovered shall be submitted to the Project Manager. The Project Manager can require seeding in additional areas in order to protect surface waters, adjacent properties or drainage facilities.
- Planting for an Erosion Control system are subject to a \$200 to \$300 Fine under Chapter 22.6 - Fines for Violation. Each day is considered a different violation.

DESIGNER:
 COMPANY NAME: Vetterline Building Services LLC
 DESIGNER NAME: Christopher T. Vetterline
 ADDRESS: 300-440-1111
 PHONE: 300-440-1111
 FAX: 300-440-1111
 EMAIL: chris@vetterlinebuilding.com

ENGINEER:
 COMPANY NAME: HERRICSTAD Engineering PC
 ENGINEER NAME: Dale HERRICSTAD
 ADDRESS: 300-440-1111
 PHONE: 300-440-1111
 FAX: 300-440-1111
 EMAIL: dale@herricstad.com

PW #17-012-DEV

BELOW ARE THE CONTACT NAMES AND NUMBERS FOR THE KEY PEOPLE THAT BE INVOLVED WITH THIS PROJECT. PLEASE INCLUDE THIS LIST ON THE PLAN SET. IT SHOULD BE A 24-HOUR EMERGENCY NUMBER FOR EACH.

CITY OF ANCHORAGE:

A. JEFFREY LARSON PROJECT MANAGER
 OFFICE: 342-2222
 CELL: 342-2222
 FAX: 342-2222
 EMAIL: JEFFREY.LARSON@CITYOFANCHORAGE.ORG

B. JIM SALVENDY PUBLIC WORKS INSPECTOR
 OFFICE: 342-2222
 CELL: 342-2222
 FAX: 342-2222
 EMAIL: JIM.SALVENDY@CITYOFANCHORAGE.ORG

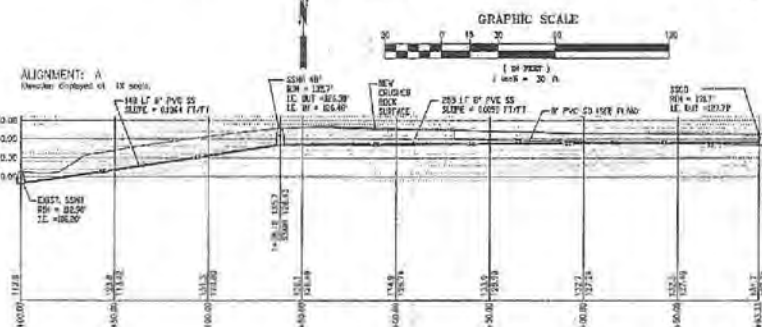
C. ERIC BLANCKENHORN ASSISTANT CITY ENGINEER
 OFFICE: 342-2222
 CELL: 342-2222
 FAX: 342-2222

THE PROJECT MANAGER IS THE KEY PERSON OF CONTACT FOR THE CITY OF ANCHORAGE. THE PUBLIC WORKS INSPECTOR IS THE KEY PERSON OF CONTACT FOR THE CITY OF ANCHORAGE. FOR EMERGENCY ASSISTANCE, SAFETY, FIELD COORDINATION AND INSPECTIONS.

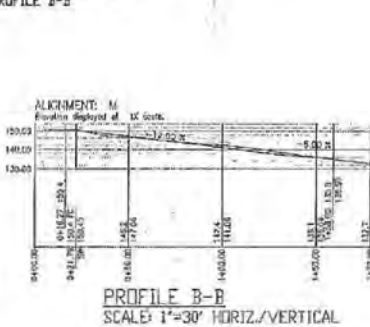
ANY OTHER CITY PERSONNEL, INCLUDING OTHER CITY PERSONNEL, SHALL BE DEEMED TO BE THE PROJECT MANAGER IF THE PROJECT MANAGER IS UNAVAILABLE. THE LINE OF COMMUNICATION SHOULD BE FOLLOWED.



CITY ENGINEER: DATE: January 29, 2017
 The approval will expire not later than the date stated above.



PROFILE A-A
 SCALE: 1"=30' HORIZ./VERTICAL

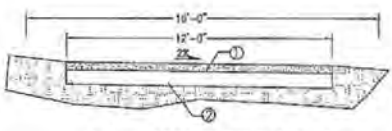


PROFILE B-B
 SCALE: 1"=30' HORIZ./VERTICAL

SECTION NOTES FOR ALLEY AND ROW
 (SECTION 5-05 AND SECTION 9 OF THE CURRENT PLANS AND SPECIFICATIONS FOR ROAD BRIDGE AND MUNICIPAL CONSTRUCTION.)

1. 2" CRUSHED SURFACING TOP COURSE

2. 8" GRAVEL BORROW



16' ALLEY SECTION D-D
 N.T.S.



MINNESOTA ROW SECTION C-C
 N.T.S.

HERRICSTAD ENGINEERING & SURVEYING DALE E. HERRICSTAD P.E., P.L.S. 41200 WILSON LANE ROAD ANCHORAGE, ALASKA 99502 (907) 289-8800	REVISIONS BY DATE
	MINNESOTA Sanitary Sewer 3802 - 3816 W 2nd Street Owner: Keweenaw Sewaling Services LLC 915 4th Street Anchorage, AK 99501
Sanitary Sewer & Storm Drain Plan & Profile	
SHEET NO. C1	
JOB NO. 2016-18-13 DATED: Jan 2017 SCALE: 1"=30' DRAWN BY: J. HERRICSTAD CHECKED BY: J. HERRICSTAD DESIGNED BY: J. HERRICSTAD	

January 29, 2017

[illegible]



1

PART 6



ANACORTES PUBLIC WORKS DEPARTMENT

Steven Lange, Project Manager

P.O. BOX 547, ANACORTES, WA 98221

E-MAIL: stevel@cityofanacortes.org

PH(360) 293-1920

FAX(360) 293-1938

Memo

Date: April 26, 2017

To: Fred Buckenmeyer, Public Works Director

From: Steven Lange

Subject: Recommendation – Keystone Services, LLC Latecomer Agreement Application
(PW#17-056-ADM)

cc: Eric Shjarback, City Engineer

This memo is to inform you that the Keystone Services, LLC Latecomer Agreement has been reviewed by the Engineering Department and has been determined to meet the requirements of Latecomer Agreements is identified under the Anacortes Municipal Code, Section 12.20, as well as policies established by the Public Works Director.

It is recommended that the application move forward for Public Hearing and acceptance of the City of Anacortes City Council.

Thank you,

A handwritten signature in blue ink, appearing to read "Steven Lange".

Steven Lange



• Water • Wastewater • Streets • Storm Drainage • Engineering • Solid Waste
• Transportation • Equipment • Capital Projects • Development Services

RECEIVED

JUN 8 2017

CITY OF ANACORTES
EXEC ADMIN

BRUCE FLANAGAN-ATTORNEY AT LAW

Licensed to practice law in OK(2962); CA(157930; and WA(457660
3706 West 2nd Street, Anacortes, WA 98221

E-Mail brittcayne4@comcast.net OR Cell Phone 360 298 4777

Fax and landline-360 2990536 Msgs Only

To Mayor Gere, and Respected Members of the Anacortes City Council 060617
My follow-up to Addressing the above, on 060517, and hopefully clarifying issues.

I am.....BF, both Attorney and Real Estate Broker, representing.. the owners, Richard McKee,..... his sister, Melissa Dykstra..... was unable to be present/to voice her objection to having her and her brother's land be named in this 2nd late comers lien for (literally speaking) the same parcel.

My clients sold the property on W 2nd St to Mr Yaun ((Keystone Building))), in early 2016.....in addition to paying a price for the property, Mr. Yaun requested as part of the transaction, that my client pay for a \$77 Thousand dollar Late Comers Agreement...which had been placed on their property in May of 2006, by the city, for the developer of the Isles.. They were not aware of it, nor was their predecessor in title; their Grand Father Don McKee; who had bequeathed it to them, but whose signature never appeared on any of the City documents, indicating he had never been notified, and thus the lien might be defective.... I had discussed this with them and raised the possibility of alternatives but,

For various reason, not the least of which is the fact that their family has been most generous over the years in their gifts to the City of Anacortes, i.e., the Cap Santee Marina; and in keeping with that spirit, through their grandmother Billy Demopoulos, they decided to pay it; and they further encumbered their parcel below/adjacent to the land that was being purchased by Mr. Yaun(Keystone) for half of that amount, and paid the other half, \$38,000 at the time of escrow close. Meaning, they paid that \$77,000 Late Comers fee.

In addition to the payment of the latecomers fee of 2006, which so far as we knew handled all the costs to be included on this parcel, And also Mr. Yuan had checked everything out, including his request of Mr McKee and Mrs Dykstra to create a view easement burdening their parcel, for the benefit the Block of land, that He(Keystone) was purchasing. Again, they wished to ensure that Mr. Yaun, and the people who bought his 4 lots would have great views. Therefore, to ensure this happening, a view easement restricting the growth of trees and vegetation to 10 feet was drafted and recorded on their remaining 3800 Oakes Avenue Parcel, north and adjacent to the parcel purchased by Mr. Yuan. We did request in the contract, Mr. Yuan cut down trees, clear the vegetation and stumps on the McKee/Dykstra parcel within 45 days of escrow close. This has yet to be completed....

My clients have had the lower parcel, 3800 Oakes Avenue for sale, after Mr. Yuan decided he would not purchase it along with 3800 West 2nd Street Jan 2016, now numbered 3802, 06, 12, 16. W 2nd St. 2nd St.

Not too long after the W 2nd St escrow closed, January of 2016, I received, as the listing broker, a number of calls from interested buyers, wanting to know if it was true that if they bought the parcel, they would only be able to build their houses to the height of 10'.

One of the callers happened to be a Broker I knew, and after asking him if he was serious, and his telling me yes, he further told me that Mr. Yaun had stated this to him as a true fact, that no one could build a house more than 10' high on that property, and of course his interested client was no longer interested. I immediately contacted Mr. Yaun, and explained to him what slander of title is about; his response to me was that it was all a big mistake.

So that was certainly a shock....and now we receive this 2nd shock.....of this possible 2nd latecomers lien...and even if not a lien, it has the same effect of discouraging would be buyers, as if it was a lien. Further, because of the way he constructed it, it is not suitable for my clients or their successors in title; He could have made it so, by dropping the cross lateral going W to E in the alley, down 3 or 4 feet, but didn't.

I asked Mr. Yaun recently, a couple of days ago, a why he had not tied in and used the sewer on West 2nd St. which is 6' from the South Eastern edge of his property. His response was that he didn't wish to go the expense of using pumps, on each of the four houses; even though he admitted to me he was aware that the depth of the sewer on W 2nd was 11 feet. I see now why he didn't bother, if he was going to get the city to collect the cost of this sewer that he is now having built, from my clients; despite the fact that he created the problem for himself by not hooking in to the existing city approved system, on West 2nd St., and not ensuring that the sewer lateral in the Alley, was deep enough to be of a benefit to my clients, and then, through this latecomers agreement, overcharge them for at least 400' of 8" collector pipe my clients can't use....

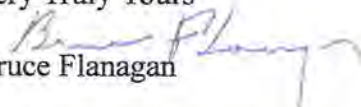
The reason I know that sewer on W 2nd is at least 11 feet deep, is that when I built my home on West 2nd, 150 feet away, for in 2010, I personally got in a trench 12 foot deep, and hooked up our lateral to that sewer. Although I don't understand why he would show his buyer one of lots, and himself for the remaining three parcels having to pay for the construction of the sewer....., refunded via this so-called late comer agreement. It is usual for the buyer to have to pay the City for the sewer connection, but in this case it appears they are contributing to the entire system.....and then of course bringing my clients into the obligation, even though he has created an unfair obligation on their part, since they will have to pump their sewage uphill to use this sewer system he has created...

So far as the actual cutting down of the trees is concerned, He finally started 10 months after escrow close, Nov of 2016, to request permission from the city, to cut them down after repeated requests from the owners,, he has yet to complete the work.

We respectfully ask that this latecomers lien be not approved, and further, that we be allowed to hook into the sewer bell located at the western edge of my client's parcel Parcel P58288, 3800 Oakes Avenue, close to the Bus Stop on Oakes Avenue. Since Mr. Yaun did not wish to pay for the costs of providing individual pumps for his houses, he apparently has now got the City Staff to believe that they should further burden my Clients with that additional problem, and thus include them on this proposed lien.....There is no need for this agreement, since my client or their buyer and successor in title, if they wish to use the system can always contract Mr. Yaun; or the City.

My clients of course are well aware that they (or the buyer of their property) will have to pay for the cost of hooking into the sewer on Oakes Avenue, at the North West corner of their 3800 Oakes Avenue Parcel. The only other alternative is for my clients or their successors in title to hook into Mr. Yaun's sewer at point below what I call (gravity flow maximum) that 8" collector pipe appears in the R Hand side of the diagram sent out by the city for this hearing.while Mr. Yaun, as late as this morning stated that if the city would allow us to do so, he would agree to have us do so.....we would be agreeable so long as the entry fee price reflects the diminished costs attributable to my clients.....which would not include the 290' 8" collector pipe in the alley, and not include the 60' of collector pipe heading north to the Oaks Avenue Sewer Bell at base of Minnesota intersecting with Oakes avenue ...excepting for a prorated cost of the last 10 to 15 feet of its joining the Keystone Collector., which is now attached to the Oaks Avenue sewer at the foot of Minnesota on Oakes Avenue. This is of course why he did not consult with my clients as to his plans for this sewer...he wanted to bill them for paying for costs that not only doesn't benefit them, but highly penalizes them....thus we would be paying for the privilege of pumping the sewage up hill, and additionally, paying for \$30,000 dollars worth of piping and gravel, and labor, that doesn't benefit us....had he been a bit more thoughtful and used his head, he would have ensured our cooperation and payment, by digging the cross lateral through the alley deep enough, so that it would truly have benefitted us.

Very Truly Yours


Bruce Flanagan

Encl: 3 pg letter plus cover page of the 1st Latecomer's fee paid by my clients in 2016.

Cc: Kristopher Yaun, Keystone Building



200606140126
Skagit County Auditor

6/14/2006 Page 1 of 5 3:43PM

LATECOMERS AGREEMENT City Project PW #05-050-ADM

This Agreement is made and entered into this 15th day of May, 2006 by and between the **CITY OF ANACORTES**, a municipal corporation, hereinafter referred to as "City," and **Habitat Construction**, hereinafter referred to as "Developer";

WHEREAS, the Developer has installed certain improvements which consist of the following: Parcel #P58291 #P58297 #P124359 Block 1304
LOTS 6, 7, East 1/2 of 8
STREET, SANITARY SEWER, STORM WATER, POTABLE
WATER, AND UTILITY IMPROVMENTS ON WEST 2ND
FROM NEW YORK AVENUE TO MINNESOTA AVENUE

WHEREAS, the improvements have been accepted by the City; and

WHEREAS, the Developer is desirous of entering into a Latecomers Agreement with the City, and;

WHEREAS, the City has calculated the proportionate share of the cost of the extensions that should be paid by other properties to be served by the improvements; and

WHEREAS, the City has agreed to collect said proportionate share of the cost of the extension before any services are installed and return said share to the Developer;

NOW, THEREFORE, it is agreed that:

1. The Developer will provide the City with the documentation of costs associated with the construction of the improvements;
2. It is the Developer's duty to notify the City in writing of any change in address of the official representative;
3. If any assignment of the right of refund is made, the City may require proof of said assignment;



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 \$124,000.00 to Culbertson Marine Construction Inc. to perform preliminary work to prepare for the repair of the WWTP Outfall



City of Anacortes Public Works

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Outfall Details

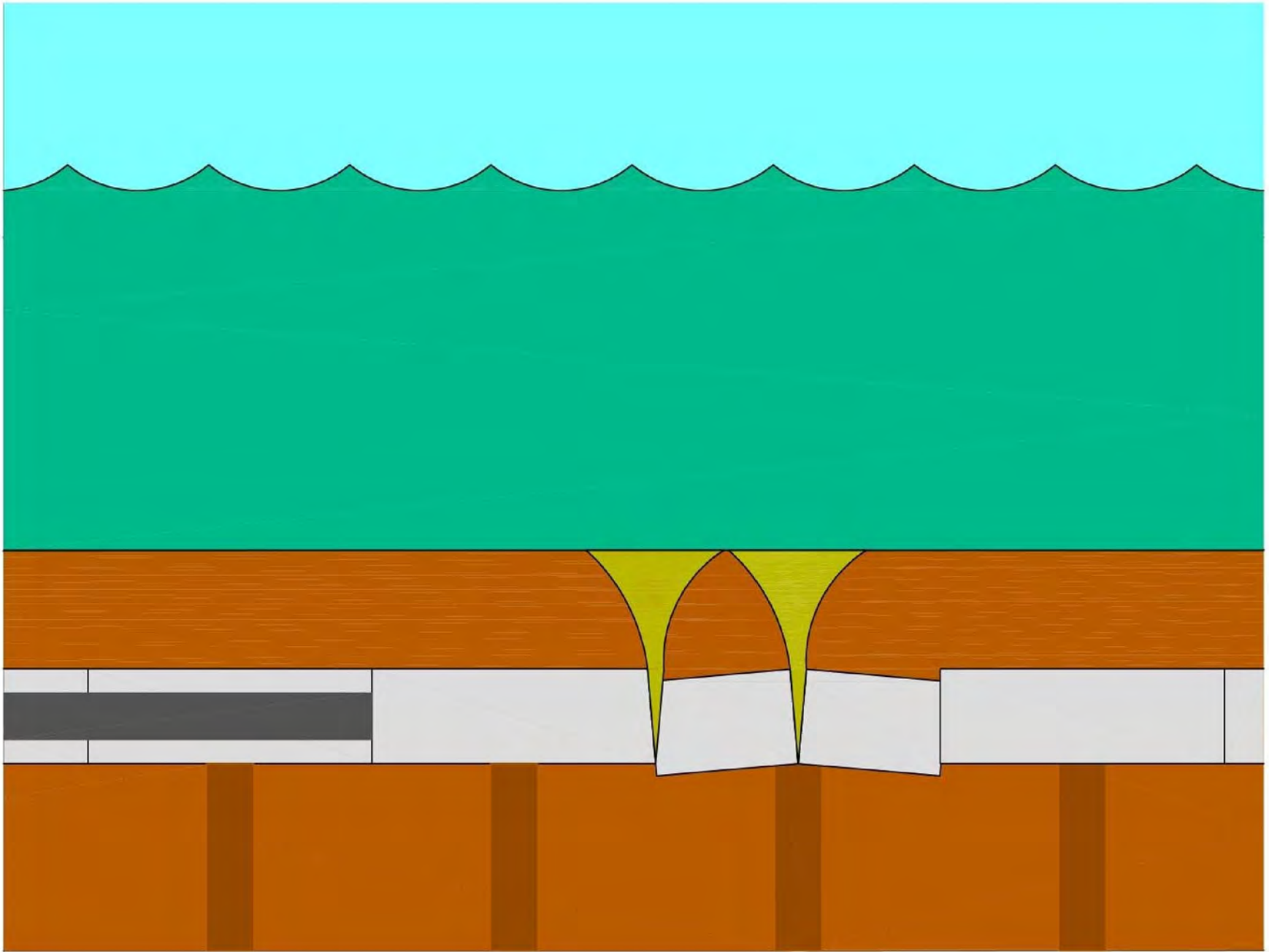
- Construction Circa 1954
- In Easement Obtained in 1954, Prior to POA Ownership
- Pipe in Very Poor Condition
- Buried Approximately 10 feet
- Water Depth Varies from Approximately 10 to 20 feet
- Located Adjacent to Active Shipping Terminal
- Located in Guemes Channel, Tidally Influenced
- Different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



City of Anacortes Public Works

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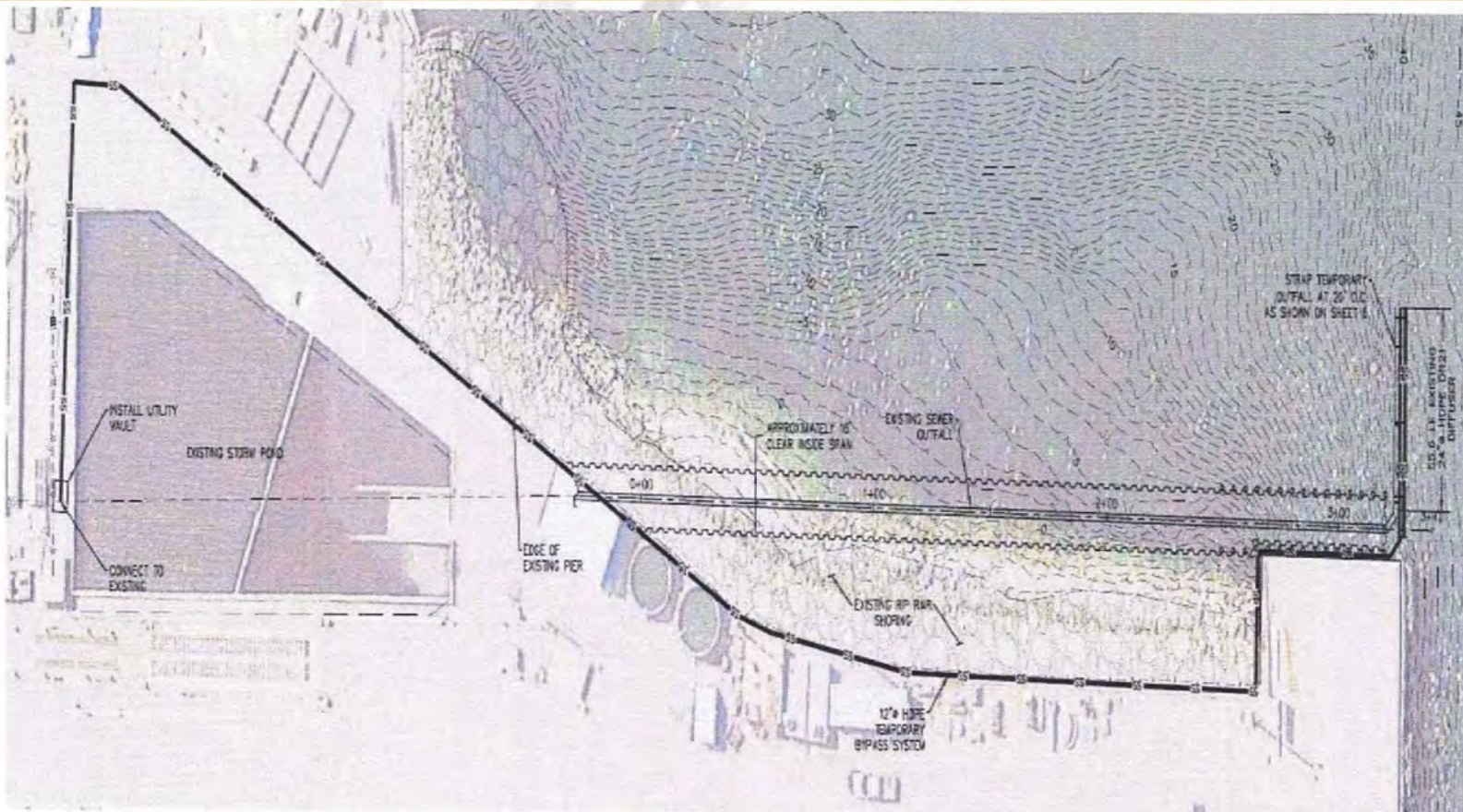


Fig. 2 – Temporary Bypass Alignment



City Council Agenda Bill

Meeting Date: 6/26/2017

Agenda Item: 7c

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

Staff Contact: Matt Reynolds

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

Action Type	
	Ordinance No.
	Code Revision
	Resolution No.
X	Contract
	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 \$113,109.30 to perform preliminary work necessary to prepare for the repair of the Wastewater Treatment Plant (WWTP) outfall. The work includes modifications to Culbertson Marine's barge that are necessary to carry out the repair, and procurement of sheet piling.

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. 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 be done in August and September of this year. Some of the details of the contract have not been finalized so the overall construction contract is yet not ready to bring to Council. However, to meet the August/September timeframe, certain work needs to begin as soon as possible. That work includes modifications to Culbertson Marine's barge and the procurement of sheet piling. This early work will be done on a time and materials basis with a not-to-exceed amount of \$113,109.30.

Budget Impact	
Amount Budgeted	\$2,918,000.00
Budget Account (BARS)	440.000.594.35.63
Proposed Expenditure	\$113,109.30
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Culbertson Marine
Amount	\$113,109.30
Start Date	Notice to Proceed
End Date	

Previous Council/Committee Action: Contracts have previously been awarded for design and a sole-source resolution has been approved.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council provide its consent to award a contract in the amount of \$113,109.30 to Culbertson Marine Construction Inc. to perform certain preliminary work necessary to prepare for the repair of the WWTP outfall.

Alternative Actions: N/A

Attachments Contract in preparation, will be provided prior to City Council meeting



CONTRACT 13-020-SEW-008
AGREEMENT WITH
Culbertson Marine Construction, Inc.

This contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Culbertson Marine Construction, Inc. a private contractor located 12819 Similk Bay Road, Anacortes, WA 98221 (herein after referred to as "Contractor").

PROJECT
Wastewater Treatment Plant (WWTP) Outfall Repair –
Preliminary Work

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to perform the preliminary work necessary to prepare for the repair of the Wastewater Treatment Plant (WWTP) outfall. Work by the Contractor shall include:
 - Liner for the barge to enclose the dredge material
 - Fence modifications to the Buff Orpington to contain the dredge material
 - Template manufacture for the ditch retaining system
 - Change of vibro head to sheet clamp
 - Sheet piling rental
2. **Contract Price:** Culbertson Marine Construction, Inc. will do the scope of work above on a time-and-materials (T&M) basis not-to-exceed price of **One Hundred Twenty-Four Thousand Dollars (\$124,000.00) which includes \$9,714.29 in tax.** This includes all labor and materials for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Performance Bond and Payment Bond:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and Payment Bond for the full contract amount to be in effect for six months after the date of final acceptance. The City may at its option release the bond once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor shall complete the work by August 31, 2017.
5. **Job Safety:** Contractor shall comply with all Department Labor and Industries and City of Anacortes safety standards while on the job.
6. **Warranty:** This Contract includes Contractor's one (1) year warranty for all new work installed. Said one (1) year warranty includes all labor and materials provided by the Contractor per Contract. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. Warrant shall begin as of the date cited on the Notice of Final Acceptance.
7. **Contract Requirements:** Contractor must have a contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.**

Forms Needed:

- 1) Proof of Insurance with Additional Insured Endorsement (see General Provisions Clause 9)
- 2) Intent to Pay Prevailing Wage
- 3) Affidavit of Wages Paid
- 4) Performance Bond
- 5) Payment Bond

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

The Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents.

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

Owner:

City of Anacortes

Mayor

Date

Contractor:

Culbertson Marine Construction, Inc.

Signature

Printed Name

Date

License #

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

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

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

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

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

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

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

4. Invoicing. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Title, Agreement Number and Price, or Amended Price.

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

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

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

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

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

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

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

B. Project Manager's Authority

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

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

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

9. Insurance.**9(1) GENERAL REQUIREMENTS**

The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated.

If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

The insurance policies shall contain a "cross liability" provision.

The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.

The Contractor shall provide the Contracting Agency and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).

The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency 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 Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

9(2) ADDITIONAL INSURED

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured:

the City of Anacortes and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

9(3) SUBCONTRACTORS

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverage listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

9(4) EVIDENCE OF INSURANCE

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-16(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

9(5) COVERAGE AND LIMITS

The insurance shall provide the minimum coverage and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

9(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations – for a period of one year following final acceptance of the work.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap / Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)

Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence
Stop Gap / Employers' Liability	
\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

9(5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000 combined single limit

9(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

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

11. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state.

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

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

14. The City's Right to Terminate Agreement.

A. Termination for Default

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

B. Termination for Public Convenience

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

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

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

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

18. Disputes

A. General

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

B. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

C. Detailed Claim

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

D. Dispute Resolution

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

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

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

19. Force Majeure. Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented

by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

20. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington. Any action brought under the Agreement or relating to the Project shall be brought in the Superior Court of the State of Washington in Skagit County Washington.

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

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

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

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

The bonds must meet the following provisions:

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

Release of Bonds

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

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

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

Exceptions – On projects \$35,000 and under, the Contractor may, in lieu of providing a performance and payment bond, elect to have the City withhold 50% of monies earned on the project for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, **whichever is later.**

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

Release of Retainage

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.

Projects \$0-\$35,000

For projects under \$35,000, the contractor can choose one of the following options:

- If the contractor has provided a Performance Bond and Payment Bond, the City will withhold 5% retainage as outlined above.
- If the contractor has chosen to have the City withhold 50% of the monies earned on the project in lieu of providing a performance bond and payment bond, the City will withhold a total of 50% of the monies earned for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, **whichever is later**

26. WASHINGTON STATE PREVAILING WAGES

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

WASHINGTON STATE PREVAILING WAGES

Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries.

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

The Department of Labor and Industries provides the wage forms. Payment by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project.

For contracts in excess of \$10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Department of Labor and Industries and the address and phone number of the Industrial Statistician where complaints or inquires may be made. The City will refer any dispute regarding the prevailing rate of wage to the Department of Labor and Industries for arbitration.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is 6/23/17. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning July 3, 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.

July 3, 2017

CANCELLED IN LIEU OF COMMUNITY INDEPENDENCE DAY CELEBRATION

July 10, 2017

- Community Action of Skagit County 2016 Impact Report (Discussion)
- Resolution 1989: Heart Lake Aquatic Vegetation Management Plan (Discussion/Possible Action)
- Contract Award: Aquatic Vegetation Management of Heart Lake 17-073-PRK-001 (Discussion/Possible Action)
- Ordinance 3005: Wave Franchise Agreement (Discussion/Possible Action)

July 17, 2017

July 24, 2017

August 7, 2017

August 14, 2017

August 21, 2017

August 28, 2017

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Jun 26, 2017, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Jun 28, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Jul 3, 2017, 12:00 AM, CANCELLED
- Housing Affordability & Community Services, Thursday, Jul 6, 2017, 1:30 PM, City Hall
- Planning, Monday, Jul 10, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Jul 11, 2017, 4:30 PM, City Hall, Mayor's Office
- Finance, Wednesday, Jul 12, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Jul 17, 2017, 5:00 PM, Public Works Director's Office, City Hall
