



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

June 12, 2017
6:00 p.m.

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. Approval of Claims in the amount of: \$411,060.93
 - b. Contract Award: Water Treatment Plant LED Lighting Retrofit & Upgrade Project
 - c. Findings & Conclusions: CUP-2017-0001, Anacortes School District, Cap Sante High School Portable(s)
6. **Public Hearings**
7. **Other Business**
 - a. * Island Hospital Community Education Presentation (Discussion)
 - b. * Bike/Pedestrian Committee Presentation (Discussion)
 - c. Independence Day Celebration Update (Discussion)
 - d. Interlocal Agreement with Skagit County for Annual EDASC Membership (Discussion/Possible Action)
8. **Executive Session (20 Minutes)**
 - a. Real Estate transaction
9. **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 June 19, 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.

June 19, 2017

June 26, 2017

July 3, 2017

Special Meeting: THIS MEETING WILL BE CANCELLED IN LIEU OF COMMUNITY INDEPENDENCE DAY CELEBRATION. DO NOT SCHEDULE ANY BUSINESS THIS NIGHT.

July 10, 2017

•Community Action of Skagit County 2016 Impact Report

July 17, 2017

July 24, 2017

August 7, 2017

August 14, 2017

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Jun 12, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Jun 13, 2017, 4:30 PM, Mayor's Office
- Public Works, Monday, Jun 19, 2017, 5:00 PM, Public Works Director's Office, City Hall
- 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

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 12, 2017 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
217376	5/19/2017	72006	00003	A-1 MOBILE LOCK AND KEY, INC.	ACCESS CONTROL REPAIR	\$330.93
217280	6/5/2017	MAY 2017	00015	ACADEMIC CHOIR APPAREL	CHARGE TO VISA FOR NEW JUDGE ROBE	\$245.00
217449	5/5/2017	10467	00022	ACE CONCRETE CUTTING LLC	WWTP POLYMER CONTAINMENT REMOVAL	\$15,795.00
217350	6/2/2017	917418/1	00021	ACE HARDWARE	VINEGAR FOR LAB	\$4.87
217305	5/31/2017	917277/1	00021	ACE HARDWARE	POOL FOR FOUNTAIN AT WATERFRONT FESTIVAL	\$9.75
217147	5/30/2017	A31556/1	00021	ACE HARDWARE	SOIL AND SEEDS	\$12.42
217137	5/25/2017	916761/1	00021	ACE HARDWARE	CLEANING SUPPLIES	\$26.32
217074	5/25/2017	U95549/1	00021	ACE HARDWARE	CITY HALL JANITORIAL	\$32.53
217348	6/1/2017	917347/1	00021	ACE HARDWARE	POOL/SILICONE	\$35.43
217310	5/30/2017	1331	09794	ACME CREATIVE	ACE BANNER FOR WATERFRONT FESTIVAL	\$104.48
217460	6/1/2017	4982	05808	AGREEMENT DYNAMICS INC	COACHING SESSIONS, LIBRARY	\$2,750.00
217127	5/30/2017	300-10025197	05987	ALL BATTERY SALES & SERVICE	PATROL SUPPLIES; DISPOSABLE GLOVES	\$154.56
217197	5/31/2017	300-10025264	05987	ALL BATTERY SALES & SERVICE	QUICK NYLON PARTS, MINI LAMPS AUTO,	\$161.76
217339	6/2/2017	300-10025343	05987	ALL BATTERY SALES & SERVICE	LED BEACON LIGHT FOR SHOP	\$216.89
217253	6/1/2017	112-9291276-7916205	08811	AMAZON.COM	MARKER PENS	\$7.99
217079	5/25/2017	114-6425298-5253067	08811	AMAZON.COM	MAGNETIC HOOKS	\$11.87
217254	6/1/2017	112-4534538-7454625	08811	AMAZON.COM	RETRACTABLE PENS	\$17.78
217355	5/31/2017	114-9191442-4506661	08811	AMAZON.COM	PH INDICATOR	\$20.94
217312	5/26/2017	114-8830016-6927469	08811	AMAZON.COM	EASEL STAND	\$53.98
217071	5/28/2017	113-3587744-8625809	08811	AMAZON.COM	APD - VIDEO CAMERA	\$77.52
217144	5/31/2017	111-1903108-2488206	08811	AMAZON.COM	BALL MOUNT AND PINTLE HOOK AND HITCH PIN AND CLIP	\$97.35
217413	6/4/2017	114-2738447-6741025	08811	AMAZON.COM	IT SUPPLIES	\$98.99
217293	5/30/2017	800BC14L5Q	08811	AMAZON.COM	NITRILE GLOVES	\$131.15
217344	5/25/2017	111-1578190-0268210	08811	AMAZON.COM	CITY HALL - REPLACE/ADD EASELS	\$199.96
217346	5/24/2017	112-3095263-4255460	08811	AMAZON.COM	PLANTRONICS CS540 HEADSET - VALORA	\$220.41
217416	6/2/2017	113-0327558-0892239	08811	AMAZON.COM	PARTICULATE FILTERS	\$350.54
217336	6/1/2017	219820	00155	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; MAY 2017	\$420.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
214999	2/8/2017	3/6/17	00148	ANACORTES CHAMBER OF COMMERCE	CHAMBER OF COMMERCE MONTHLY LUNCH DON M	\$15.00
217158	5/31/2017	LTAC Chamber 2%	00148	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER 2% MAY 31, 2017	\$9,473.40
217125	5/25/2017	24643	00156	ANACORTES PRINTING	TRESPASS NOTICES	\$271.25
217267	5/17/2017	97729	10606	APPLIED PROFESSIONAL SERVICES	WASTEWATER TREATMENT PLANT OUTFALL REPAIR - ELECTRICAL LOCATE	\$270.00
217174	6/1/2017	1990193181	06718	ARAMARK	NYLON MATS CLEANED	\$16.28
217099	5/24/2017	1990180590	06718	ARAMARK	STA 3 MAT SERVICE: 5/24	\$21.70
217102	5/25/2017	1990182699	06718	ARAMARK	STA 2 MAT SERVICE: 5/25	\$21.70
217111	5/25/2017	1990182700	06718	ARAMARK	STA 1 MAT SERVICE: 5/25	\$21.70
217202	6/1/2017	1990193189	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$66.81
216788	5/23/2017	1990179323	06718	ARAMARK	WEEKLY CLOTHES CLEANING	\$71.46
216984	5/30/2017	1990189848	06718	ARAMARK	WEEKLY CLOTHES CLEANING-WTP	\$71.46
217425	6/6/2017	1990200294	06718	ARAMARK	CLOTHES CLEANED - WTP PERSONNEL	\$71.46
217314	6/5/2017	1990197192	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$74.03
217453	6/2/2017	942	06826	ASPHALT QUALITY SEALERS	ANACORTES STREET REPAIR 2017	\$18,850.36
217448	5/30/2017	101412	00244	ASSOCIATION OF WASHINGTON	SUPP LIFE INSURANCE. JUNE/JUL - WOLFS. & SUBTRACT APRIL - FRANTZ	\$37.60
217307	5/30/2017	727579	00306	BAYSHORE OFFICE PRODUCTS INC	90# CARDSTOCK FOR ACE FLYERS FOR	\$13.55
217309	5/31/2017	727723	00306	BAYSHORE OFFICE PRODUCTS INC	90# CARDSTOCK FOR ACE FLYERS FOR	\$17.89
217033	5/24/2017	1410-U01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - LIBRARY	\$1,808.74
215957	5/16/2017	order	00391	BRABER EQUIPMENT	FLAIL BLADES	\$433.90
217340	5/31/2017	2	00424	BUBBA SUDZ CAR WASH, INC.	MAY CAR WASHES- 10	\$80.00
217222	6/1/2017	2114533	09961	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$8.52
217320	6/2/2017	2119968	09961	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$19.47
217014	5/23/2017	63800000000-pks	00494	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, GRANDVIEW CEM.	\$17.26
217304	6/2/2017	24898462775-wtp	00494	CASCADE NATURAL GAS CORP.	14489 RIVERBEND RD. - MAY USE	\$1,292.33
217272	5/31/2017	92112977	01061	CHEMTRADE CHEMICALS US LLC	ALUM SULFATE (53416)	\$4,717.70
217230	6/2/2017	8498 30 017 0319913	04412	COMCAST	LIBRARY INTERNET ACCESS 6/9-7/8/17	\$170.70
217318	5/30/2017	0188-482203	03816	CONSOLIDATED ELECTRICAL	SATCO PLUG ADPT FOR WWTP LIGHTS	\$86.06
217316	5/31/2017	0188-481763	03816	CONSOLIDATED ELECTRICAL	RAB ALED3T78N, POLE PARKING LIGHTS FOR	\$2,047.56
217075	5/26/2017	714600013763	04308	COSTCO WHOLESALE CORPORATION	SURVIVOR CAMP SUPPLIES	\$97.80
217435	6/6/2017	Reim	00675	COUSINS, RICHARD	REIMBURSE PHARMACY COPAY, LEOFF1 RETIREE, COUSINS	\$72.88
217349	5/22/2017	81205	08332	CROWN FILMS	DOG WASTE BAGS	\$598.92
217112	5/26/2017	5/25/17	00701	CURTIS, RICHARD	SUBSISTENCE REIMBURSEMENT - CHIEFS	\$64.02
217296	6/5/2017	ORDER2005813371 280	03318	DELL MARKETING LP	APD - LAPTOPS	\$5,389.80
216558	5/16/2017	NR17404001	00780	DEPARTMENT OF ECOLOGY	LAB ACCREDITATION RENEWAL FEE	\$840.00

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217421	6/5/2017	1-551574	00789	DIAMOND RENTALS & CONSTRUCTION	NEW GRANDSTAND 36" 15 HP KAWASAKI MOWER	\$7,156.68
217285	5/19/2017	12419	08912	EBAY OR PAYPAL	STYLUS FOR SURFACE PRO	\$43.99
217286	5/25/2017	21254	00841	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING	\$317.63
217176	5/25/2017	21255	00841	ECONOWASH LAUNDRY & DRY	MAY LAUNDRY	\$1,210.32
217317	5/25/2017	AR70028	09741	ELECTRONIC BUSINESS MACHINES	COPIES (2/12 - 5/11/2017	\$126.92
217351	5/24/2017	m2017051	00904	EVANS FUNERAL CHAPEL	REPLACEMENT MARKER FOR IDA ROLPH	\$482.83
216762	5/19/2017	WAMO140581	00939	FASTENAL CO	STRONGHOLD V BELT	\$45.87
217145	5/30/2017	WAANA91479	00939	FASTENAL CO	TOOL	\$71.41
217171	5/23/2017	1096609222	02193	FERRELLGAS	PROPANE FOR AUTOGAS DISPENSER	\$202.24
217172	6/1/2017	1096707480	02193	FERRELLGAS	PROPANE FOR AUTOGAS DISPENSER	\$206.02
217170	5/17/2017	1096554698	02193	FERRELLGAS	PROPANE FOR AUTOGAS DISPENSER	\$586.19
217156	5/26/2017	120415	08654	FIDALGO AUTO PARTS - NAPA	LED LICENSE KIT FOR #510	\$27.48
217150	6/1/2017	060117	00955	FIDALGO CLEANING	CLEANING & SUPPLIES; 6/1-6/15	\$700.00
217204	5/31/2017	186919	00950	FIDALGO COFFEE ROASTERS	10 LBS COFFEE: 6/1	\$93.00
217165	5/31/2017	186923	00950	FIDALGO COFFEE ROASTERS	COFFEE FOR OPS / PARKS MAINTENANCE	\$186.00
217072	5/23/2017	5143646	00973	FISHER SCIENTIFIC	TYPE K THERMOMETER WATER PROOF	\$178.27
217128	5/28/2017	360-299-2484-0726025	07909	FRONTIER COMMUNICATIONS	LIBRARY PHONE 5/28-6/27/17	\$52.57
217335	5/28/2017	360-293-3725-050113-	07909	FRONTIER COMMUNICATIONS	DEPOT PHONE JUNE 17	\$57.86
217167	5/28/2017	360-299-3674-021417-	07909	FRONTIER COMMUNICATIONS	BACK UP PHONE LINE OPERATIONS, 5/28 -	\$64.73
217133	5/28/2017	360-299-6615-0615165	07909	FRONTIER COMMUNICATIONS	APD 911 LINE	\$64.95
217175	5/28/2017	3602930161	07909	FRONTIER COMMUNICATIONS	STA 2 FAX; 5/28 - 6/27	\$66.25
217149	5/28/2017	3602936955	07909	FRONTIER COMMUNICATIONS	GUEST INTERNET (5/28 - 6/27)	\$69.59
217161	5/28/2017	3602939063	07909	FRONTIER COMMUNICATIONS	STA 3 PHONE/FAX: 5/28 - 6/27	\$73.77
217132	5/28/2017	360-293-4900-0912865	07909	FRONTIER COMMUNICATIONS	APD BAC LINE	\$77.39
217130	5/28/2017	253-009-1310-0919005	07909	FRONTIER COMMUNICATIONS	APD FRAME RELAY	\$84.22
217131	5/28/2017	360-588-1422-0822015	07909	FRONTIER COMMUNICATIONS	APD BUSINESS LINE	\$286.70
217268	6/5/2017	360-299-0813-1017915	07909	FRONTIER COMMUNICATIONS	WWTP PHONE BILL	\$298.95
217129	5/28/2017	360-293-5868-1006005	07909	FRONTIER COMMUNICATIONS	APD BUSINESS LINE SUMMARY	\$334.41
217126	5/28/2017	360-293-0327-0122885	07909	FRONTIER COMMUNICATIONS	CITY MAIN PHONE 5/28-6/27/17	\$611.71
217295	5/26/2017	007611928	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM PANT; CHIEF SMALL	\$56.41
217262	6/5/2017	9459597465	03120	GRAINGER	WINCH	\$260.40
217447	5/30/2017	17513-04-1	04441	GRAY & OSBORNE INC	ANACORTES HIGH SCHOOL FIELD HOUSE DRAINAGE REVIEW	\$459.66

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217444	5/30/2017	17513-02-1	04441	GRAY & OSBORNE INC	GARDEN VILLAGE SHORT PLAT SPL-2017-0001 GT INVESTMENTS STORMWATER	\$529.70
217446	5/30/2017	17513-03-1	04441	GRAY & OSBORNE INC	CAP SANTE HIGH SCHOOL DRAINAGE REVIEW	\$529.70
217439	5/30/2017	17513-01-1	04441	GRAY & OSBORNE INC	GROSS SHORT PLAT STORMWATER PLAN REVIEW	\$534.12
217274	5/31/2017	52512/2	06246	H.B. JAEGER	PLUMBING FOR NEW INTAKE SCREENS	\$1,155.14
217297	5/25/2017	321096	09217	HAM RADIO OUTLET	COMPUTER CABLE FOR TNC	\$21.95
217294	5/22/2017	May22,2017	09217	HAM RADIO OUTLET	KANTRONICS TNC (CERT TRAILER)	\$199.95
217225	6/2/2017	refund-Harrison	10611	HARRISON, LAUREL	DEPOT USE CANCELLED - REFUND	\$225.00
217429	5/30/2017	157394	06602	HI-TECH EVS, INC	PARTS FOR VEH #202	\$1,034.38
217196	5/30/2017	010259/3594995	07231	HOME DEPOT	OUTLET COVERS, DUCT TAPE, HOLE HAWG DRILL, WRENCH, YARD STICK, TAPE MEASURE	\$656.15
216760	5/16/2017	17000279 RJ05700	07762	I. KRUGER INC	HYDROCYCLONE TIPS	\$6,194.08
217437	6/5/2017	3711*1	08195	IMCO GENERAL CONSTRUCTION	FILTER 8 UNDERDRAIN REPAIR	\$15,905.53
217250	5/31/2017	xxxxx4	10346	IMPORTED P CARD TRANSACTION	Inf:WHOLESALE OFFICE SUP-BAYSHORE OFFICE PRODUCTS	\$5.36
217470	6/5/2017	xxxxx2	10346	IMPORTED P CARD TRANSACTION	Inf:OTHER DIRECT MARKETER-GREAT PLAINS IND INC	\$37.43
217468	6/5/2017	xxxxx4	10346	IMPORTED P CARD TRANSACTION	Inf:HARDWARE STORES-ANACORTES HENERY HARDWAR	\$47.72
217467	6/5/2017	xxxxx3	10346	IMPORTED P CARD TRANSACTION	Inf:HARDWARE STORES-ANACORTES HENERY HARDWAR	\$72.29
217414	6/2/2017	xxxxx8	10346	IMPORTED P CARD TRANSACTION	Inf:GROCERY STORES,SUPERMARK-SAFEWAY STORE00005934	\$73.08
217409	6/2/2017	xxxxx6	10346	IMPORTED P CARD TRANSACTION	Inf:MISCELLANEOUS AND SPECIAL-T SHIRTS BY DESIGN	\$97.65
217454	6/6/2017	439406	10346	IMPORTED P CARD TRANSACTION	INTERNATIONAL CODE MEMBERSHIP PAUL INGALLS	\$105.00
217408	6/1/2017	xxxxx12	10346	IMPORTED P CARD TRANSACTION	Inf:SCHOOLS/EDUCATIONAL SCHL-THE SEMINAR GROUP	\$130.00
217469	6/5/2017	xxxxx1	10346	IMPORTED P CARD TRANSACTION	Inf:WHOLESALE OFFICE SUP-OFFICESUPPLY.COM	\$251.31
217407	6/1/2017	xxxxx11	10346	IMPORTED P CARD TRANSACTION	Inf:SCHOOLS/EDUCATIONAL SCHL-THE SEMINAR GROUP	\$579.00
217096	5/16/2017	98534132	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$6.50
217093	5/12/2017	98487713	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$13.77
217095	5/16/2017	98534130	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - JUVENILE	\$16.26
217084	5/12/2017	98487705	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$18.86
217086	5/12/2017	98487707	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$31.40
217085	5/12/2017	98487706	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - JUVENILE	\$42.38
217094	5/15/2017	98511718	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$92.33
217083	5/11/2017	98476777	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$228.32
217097	5/15/2017	98511719	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$871.67
217177	5/22/2017	12584	10607	INTUBRITE	RECHARGEABLE BATTERIES FOR LARYNGOSCOPES	\$71.84
217322	5/31/2017	05/31/17	01364	ISLAND HOSPITAL	O2 SUPPLIES: MAY	\$147.02

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217319	5/30/2017	1679858732	01371	ISLAND OPTOMETRY	PRESCRIPTION LENSES FOR SCBA MASKS	\$700.00
217431	5/26/2017	2017-0673	02454	ISLAND SASH & DOOR	INSTALL NEW WINDOWS AT THE ANACORTES SENIOR CENTER	\$5,146.02
217441	5/24/2017	300162208	01443	KCDA PURCHASING COOPERATIVE	8.5 X 11 COPY PAPER - WWTP	\$76.44
217443	5/24/2017	300162210	01443	KCDA PURCHASING COOPERATIVE	8.5 X 11 COPY PAPER - OPERATIONS	\$76.44
217445	5/24/2017	300162209	01443	KCDA PURCHASING COOPERATIVE	8.5 X 11 COPY PAPER - WTP	\$76.54
217069	5/24/2017	300162298	01443	KCDA PURCHASING COOPERATIVE	24# COPY PAPER - 3RD FLOOR	\$103.11
217068	5/24/2017	300162296	01443	KCDA PURCHASING COOPERATIVE	COPY PAPER 8.5 X 11 - FINANCE	\$382.18
217273	6/1/2017	904143-0	09557	KEENEY'S OFFICE SUPPLY, INC.	LABEL CARTRIDGES	\$44.13
217278	6/5/2017	JUNE 2017	01511	KORTERUD, WAYNE D	INDIGENT SCREENING	\$375.00
217179	5/20/2017	10267	01530	LAKESIDE INDUSTRIES, INC.	RIP RAP FOR 28TH STREET/ACFL	\$50.18
217461	6/6/2017	Pay Application 2	01546	LARRY BROWN CONSTRUCTION INC	HEART LAKE ROAD REPAIR 2017	\$91,266.02
217118	5/17/2017	117283	06793	LEGEND DATA SYSTEMS INC	PASSPORTS AND NAMETAGS	\$58.81
217283	5/29/2017	17-845	04253	LIFE TEK, INC	FIRST AID CPR TRAINING	\$300.00
217275	6/5/2017	130391	02169	LITHTEX NW	OFFICE FORMS	\$106.53
217223	6/2/2017	refund-lovett	10609	LOVETT, JOY EARLE	CAMPING REFUND-NO SPACE AVAILABLE	\$40.00
217276	5/12/2017	00035	01616	LOWE'S BUSINESS ACCOUNT/GEMB	PARTS FOR VALVE REPAIR	\$21.10
217151	5/31/2017	Reimburse 20170531	01717	MEASAMER, DON	AWC TRAINING - LOCAL PLANNING	\$51.92
217311	5/24/2017	1233361MTR	09734	MOTIVATORS	CARABINER TORCH LIGHT FOR ACE EVENTS	\$683.00
217200	6/1/2017	MV166883	01801	MOTOR TRUCKS INC	BELT RETRACTOR ASSY FOR #219	\$118.25
217159	5/26/2017	MV166558	01801	MOTOR TRUCKS INC	HYD SOLENOID FOR #608	\$152.32
217442	6/6/2017	10092055	10069	NAVIA BENEFIT SOLUTIONS	MAY, NAVIA PARTICIPANT FEE	\$116.20
217224	6/2/2017	refund - Nielsen	10610	NIELSEN, NORM	REFUND FOR BOAT LOT PARKING-OVERPAYMENT	\$36.00
217247	6/1/2017	52569040	01938	NORTHERN TOOL & EQUIPMENT CO	HOOK BASE FOR FORK LIFT TRUCK	\$501.27
216918	5/25/2017	103191	01939	NORTHSTAR CHEMICAL INC.	SODIUM HYDROXIDE - 25%	\$4,698.47
217323	5/31/2017	17-17438	08938	NORTHWEST SAFETY CLEAN	CLEAN AND REPAIR BUNKER SET	\$103.25
217191	5/30/2017	0171912-IN	06422	NURNBERG SCIENTIFIC	BIOHAZARD BAGS	\$64.17
217428	6/3/2017	8499	08981	PACIFIC NORTHWEST FIREWOOD	FIREWOOD BUNDLES	\$1,400.00
217065	5/25/2017	16123201	05523	PACIFIC POWER BATTERIES	BATTERIES PUBLIC SAFETY	\$150.59
217163	5/30/2017	0111360	06543	PACIFIC TIRE COMPANY, INC	TIRES MOUNT & DISMOUNT FOR #511	\$93.48
217162	5/30/2017	0111343	06543	PACIFIC TIRE COMPANY, INC	TIRES FOR STOCKING SHOP - 42100 11/R22.5	\$803.21
217076	5/26/2017	0474149582144125	08879	PARTY CITY	SURVIVOR CAMP SUPPLIES	\$181.02
217419	6/6/2017	Petty Cash Keri	02088	PETTY CASH FUND	REIMBURSE PETTY CASH FUND KERI	\$30.95
217121	5/31/2017	REIMB	02087	PETTY CASH FUND	REIMBURSE PETTY CASH FUND; PATROL AND OFFICE SUPPLIES	\$84.27
217073	5/26/2017	158822	10605	PIPETTE.COM	PIPETTE CALIBRATION SERVICE	\$46.00
217201	5/31/2017	001-370880	02109	PISTON SERVICE OF ANACORTES	FITTING FOR #143	\$4.54

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
217157	5/25/2017	001-370390	02109	PISTON SERVICE OF ANACORTES	AIR FILTER FOR #204	\$18.84
217203	5/31/2017	001-370800	02109	PISTON SERVICE OF ANACORTES	TRANSMISSION LINE FOR #143	\$22.47
217155	5/26/2017	001-370446	02109	PISTON SERVICE OF ANACORTES	FUEL FILTER FOR #204	\$30.20
216789	5/22/2017	N124102	02123	PLATT ELECTRIC SUPPLY INC	CONDUIT	\$4.03
217327	6/1/2017	983	02141	PORT OF ANACORTES	Dock Rental - QD-19	\$32.96
217329	6/1/2017	985	02141	PORT OF ANACORTES	Dock Rental - QD-21	\$32.96
217330	6/1/2017	986	02141	PORT OF ANACORTES	DOCK RENTAL - QD-22	\$32.96
217331	6/1/2017	987	02141	PORT OF ANACORTES	DOCK RENTAL	\$32.96
217332	6/1/2017	989	02141	PORT OF ANACORTES	Doc rental - QD-25	\$32.96
217328	6/5/2017	984	02141	PORT OF ANACORTES	DOCK RENTAL - QD24	\$32.96
217333	6/5/2017	8292	02141	PORT OF ANACORTES	MOORAGE - QUARTERLY - SPACE QD-01A	\$66.60
217326	6/1/2017	530	02141	PORT OF ANACORTES	DOCK RENTAL QD-13 QD-23 & QD-27	\$98.88
217219	6/1/2017	200000667218	02192	PUGET SOUND ENERGY	LIBRARY 10TH & M STREET LIGHT 5/2/17-6/1/17	\$83.58
217218	6/1/2017	200000667101	02192	PUGET SOUND ENERGY	LIBRARY 4/7/17-5/5/17	\$2,431.60
216624	5/15/2017	300000005235	02192	PUGET SOUND ENERGY	VARIOUS LOCATIONS-APRILS	\$2,677.98
217281	6/1/2017	2000012505505	02192	PUGET SOUND ENERGY	14489 RIVERBEND RD. - MAY	\$73,424.98
217426	6/1/2017	808900	08818	REECE, STORMIE	DEPOT CLEANING - MAY	\$506.00
217255	6/1/2017	IN36840	02260	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	\$1,691.28
217289	5/31/2017	CL61261	02260	REISNER DISTRIBUTOR INC	VEHICLE FUEL - MAY	\$18,495.12
217213	6/1/2017	5048740913	01351	RICOH USA, INC	S/N C86152062 HR COPIES 5/1/17-5/31/17	\$20.24
217211	6/1/2017	5048741625	01351	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 5/1/17-5/31/17	\$27.28
217210	6/1/2017	5048740934	01351	RICOH USA, INC	S/N C86138600 APD HALLWAY 3/1/17-5/31/17	\$45.46
217214	6/1/2017	5048740213	01351	RICOH USA, INC	S/N C86111493 COURT 3/1/17-5/31/17	\$100.28
217215	6/1/2017	5048740917	01351	RICOH USA, INC	S/N C86079893 LIBRARY PUBLIC 3/1/17-5/31/17	\$121.10
217217	6/1/2017	5048740565	01351	RICOH USA, INC	S/N C86150637 CARNEGIE 3/1/17-5/31/17	\$249.19
217430	5/12/2017	Pay Application 5	10357	ROOSENDAAL HONCOOP	STORVIK PARK SPRAYPAD & RESTROOM	\$45,427.59
217249	5/31/2017	38001201601	02342	SAFEWAY INC	LOCAL PLANNING TRAINING 20170531	\$23.36
217288	6/5/2017	2434336	02342	SAFEWAY INC	ICE FOR THE LAB	\$60.94
216456	5/12/2017	140433	02280	SCOTT RICHARDS INSURANCE, INC	CITY CLERK/CASH HANDLER CRIME INSURANCE	\$71.00
215883	4/27/2017	139219	02280	SCOTT RICHARDS INSURANCE, INC	INSURE DEPOT MADRONE GROVE SCULPTURES	\$380.22
216952	5/26/2017	140710	02280	SCOTT RICHARDS INSURANCE, INC	INSURE DITCH WITCH AND TRAILER ER 860	\$388.39
216455	5/12/2017	140432	02280	SCOTT RICHARDS INSURANCE, INC	POLICE CHIEF CRIME INSURANCE RENEWAL	\$857.00
217198	6/1/2017	S6-2133774	05774	SEATTLE AUTOMOTIVE	BRAKE CLEANER	\$30.47
217190	5/31/2017	A38346	02405	SEBO'S DO-IT CENTER	NYLON BRUSH	\$4.11
217193	5/31/2017	A38303	02405	SEBO'S DO-IT CENTER	LAWNMOWER BLADE BALANCER	\$4.76
217194	5/31/2017	17201	02405	SEBO'S DO-IT CENTER	CITY HALL 3RD FLOOR BREAKROOM SUPPLIES	\$5.36
217032	5/25/2017	4433	02405	SEBO'S DO-IT CENTER	SEALANT FOR FIBER PROJECT	\$6.07
217066	5/25/2017	A34043	02405	SEBO'S DO-IT CENTER	FACILITY USE TIEMS	\$6.50
217143	5/30/2017	A37833	02405	SEBO'S DO-IT CENTER	GARAGE DOOR PARTS	\$7.14

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
217019	5/27/2017	4656	02405	SEBO'S DO-IT CENTER	SPRAY NOZZLES	\$7.79
217192	5/31/2017	A38701	02405	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$8.93
217422	6/2/2017	5077	02405	SEBO'S DO-IT CENTER	4 PK 9V BATTERY	\$9.75
217107	5/30/2017	4832	02405	SEBO'S DO-IT CENTER	FASTENERS FOR SEWER JET	\$9.85
216890	5/19/2017	3947	02405	SEBO'S DO-IT CENTER	NIPPLES	\$10.83
217405	6/2/2017	A34941	02405	SEBO'S DO-IT CENTER	GALVANIZED ELBOW	\$10.84
217154	5/1/2017	002548	02405	SEBO'S DO-IT CENTER	BLACK PIPE FOR #860	\$11.88
217021	5/25/2017	4491	02405	SEBO'S DO-IT CENTER	BRASS STRIP AND FASTENERS	\$12.89
216889	5/25/2017	4394	02405	SEBO'S DO-IT CENTER	PAINT AND DIE	\$15.16
217354	5/19/2017	3980	02405	SEBO'S DO-IT CENTER	PLUMBING - STORVIK SPRAY PARK	\$16.78
217152	6/1/2017	4970	02405	SEBO'S DO-IT CENTER	CLEANING SUPPLIES FOR TAKING VEHICLE TO	\$18.84
217457	6/6/2017	5426	02405	SEBO'S DO-IT CENTER	SURGE STRIP FOR WATER DEPT	\$20.60
217301	6/1/2017	4968	02405	SEBO'S DO-IT CENTER	RECHARGABLE AA BATTERIES AND CHARGER	\$23.86
216897	5/20/2017	4022	02405	SEBO'S DO-IT CENTER	COUPLINGS AND BUSHINGS	\$25.57
217411	6/2/2017	A39450	02405	SEBO'S DO-IT CENTER	IRRIGATION SUPPLIES	\$27.29
216883	5/25/2017	4448	02405	SEBO'S DO-IT CENTER	PAINT MACHINE SUPPLIES: FLINT STRIKER,	\$28.39
216896	5/20/2017	4034	02405	SEBO'S DO-IT CENTER	BALL VALVES AND NIPPLES	\$29.90
217303	6/1/2017	5006	02405	SEBO'S DO-IT CENTER	SUPPLIES FOR ACE BOOTH AT WATERFRONT	\$30.09
217020	5/24/2017	4368	02405	SEBO'S DO-IT CENTER	MITRE AND COMB SQUARES AND MAGNET	\$30.78
216893	5/19/2017	3922	02405	SEBO'S DO-IT CENTER	BATTERIES	\$34.70
216885	5/25/2017	4456	02405	SEBO'S DO-IT CENTER	PINK MARKING PAINT - SIDEWALK TRIP	\$41.60
217146	5/30/2017	A37731	02405	SEBO'S DO-IT CENTER	FASTENERS/TIE WRAP/EYE BOLT	\$47.26
217067	5/25/2017	A33824	02405	SEBO'S DO-IT CENTER	CEMENT/PVC PIPE/BALL VALVE-STORVIK	\$53.98
217251	6/1/2017	A38956	02405	SEBO'S DO-IT CENTER	SEALANT, PAINTABLE UNDERCOAT FOR FIBER PROJECT	\$55.90
217423	6/2/2017	5148	02405	SEBO'S DO-IT CENTER	STARTER ROPE #6 200' ROLL	\$56.15
217347	5/24/2017	A33250	02405	SEBO'S DO-IT CENTER	PARKS - PADLOCK	\$59.83
216858	5/17/2017	3787	02405	SEBO'S DO-IT CENTER	GRAY SPRAY PAINT, FLAT BAR STEEL FOR	\$88.54
217406	6/2/2017	A39392	02405	SEBO'S DO-IT CENTER	SAW BLADES, NYLON LINE	\$113.88
217153	6/1/2017	4978	02405	SEBO'S DO-IT CENTER	SHOVELS, TAMPER, MARKING PAINT, GROMMET	\$140.72
217080	5/17/2017	33918	10147	SENSOURCE	2017 RENEWAL SOFTWARE 6/30/17-6/30/18	\$480.00
217134	5/25/2017	Costco	09510	SHEPHERD, DOUG	LADDER FOR CERT TRAILER	\$162.74
217123	5/30/2017	1613	09986	SIGNDOG NW	SIGNAGE FOR STORVIK PARK SPLASH PARK	\$2,142.88
216787	5/18/2017	100192	02468	SKAGIT COUNTY SOLID WASTE FUND	TONNAGE/TRANSFER STATION	\$18.44
217226	6/5/2017	June	07723	SKAGIT LAW GROUP PLLC	PROSECUTING ATTORNEY SERVICES JUNE 2017	\$6,000.00
217306	5/25/2017	LTAC Tulip Fest Reim	02503	SKAGIT VALLEY TULIP FESTIVAL	LTAC TULIP FEST REIMBURSEMENT	\$2,400.00
217271	5/23/2017	93282443	08425	SMOKEY POINT CONCRETE INC	5.5 SK CONCRETE - FIDALGO BAY RD.	\$843.05
217166	5/22/2017	93280671	08425	SMOKEY POINT CONCRETE INC	5.5SK 7/8 AEA CONCRETE	\$951.55

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
217337	5/31/2017	0096329-IN	02574	SOLID WASTE SYSTEMS INC	REPAIRS TO VEH #511	\$680.30
217199	5/26/2017	1162504	02681	SURETY PEST CONTROL	LIBRARY - PEST CONTROL	\$66.19
217358	5/25/2017	1162523	02681	SURETY PEST CONTROL	PEST CONTROL SERVICE @ ASAC	\$92.23
217136	6/1/2017	3003251822	03957	THYSSENKRUPP ELEVATOR CORP	MAINTENANCE CONTRACT: 6/1 - 8/31	\$598.85
217433	6/1/2017	GB00100301	02776	TRANSAMERICA LIFE INS CO	JUNE LEOFF LONG-TERM CARE INSURANCE	\$354.90
217436	5/31/2017	17034	09434	TRANSPORTATION SOLUTIONS INC	32ND & D ROUNDABOUT INTERSECTION IMPROVEMENT DESIGN MAY 2017	\$2,391.36
217434	5/31/2017	Pay Application 3	04355	TRICO COMPANY, LLC	2017 SANITARY SEWER IMPROVEMENTS	\$18,353.58
217277	5/30/2017	1z99e0180392389576	02817	UNITED PARCEL SERVICE	SHIPPING - SAMPLES	\$9.64
217284	6/3/2017	00005W5A83227	02817	UNITED PARCEL SERVICE	UPS SHIPPING CHARGES; WEEK ENDING 06-03-17	\$16.63
216986	5/23/2017	114-5334257	04834	UNITED SITE SERVICES, INC	INTAKE STATION - AVON	\$67.74
217427	5/31/2017	114-5362598	04834	UNITED SITE SERVICES, INC	PORTABLE TOILETS IN CAMPGROUND DURING	\$121.62
217291	6/1/2017	POB 547	02807	UNITED STATES POSTMASTER	PO BOX 547 1 YR RENEWAL	\$314.00
217455	6/6/2017	0542005-001	02835	UNUM LIFE INS CO OF AMERICA	JUNE, LEOFF LONG-TERM CARE PREMIUM	\$586.60
217290	6/5/2017	JUNE 2017	10184	US BANK	CHARGES FOR TRAVEL (LODGING)	\$317.96
217205	6/1/2017	106113	08325	VENTEK INTERNATIONAL	SERVER HOSTING/DIGITAL CELLULAR CARRIER	\$135.00
217279	5/26/2017	9786542453	02879	VERIZON WIRELESS	SCADA CELLULAR MODEM - 4/27-5/26/2017	\$498.63
217451	5/12/2017	436806	02896	VISA	INTERNATIONAL CODE COUNCIL MEMBERSHIP GF	\$95.00
216446	5/12/2017	80977	02896	VISA	MIKLASKI TRAINING 5/3-5 YAKIMA	\$206.38
217282	5/10/2017	30772612	02896	VISA	ACCOMMODATION - ADMIN CONFERENCE	\$223.38
217181	5/25/2017	1529	08956	WA STATE FIRE FIGHTERS JATC	AFD PORTION OF 1ST QTR. APPRENTICESHIP:	\$442.50
217135	5/17/2017	598246	10092	WALTER E NELSON CO	FACILITY SUPPLIES	\$237.70
217124	5/17/2017	598254	10092	WALTER E NELSON CO	FACILITY SUPPLIES	\$1,523.77
217081	5/20/2017	2386	07000	WASHINGTON ROLL CALL	2017 WA STATE YEARBOOK	\$41.10
217345	5/23/2017	377535806	09222	WASHINGTON STATE FERRIES	WSF-TRAINING-MARRS, FRASER	\$17.35
217343	5/23/2017	202454666	09222	WASHINGTON STATE FERRIES	TRAVEL EXPENSE-MARRS, FRASER	\$26.40
216595	5/12/2017	1449	02144	WEST MARINE PRODUCTS, INC	BILGE PUMP - SAILING PROGRAM	\$43.38
217321	6/5/2017	REIMB	09672	WOLFSWINKEL, KARL	TRAINING PER DIEM; WOLFSWINKEL	\$114.00
217263	6/1/2017	089392074	03123	XEROX CORPORATION	XEROX COLORCUBE 4/22/17-5/21/17	\$148.04
217221	5/19/2017	2524946	09791	ZOLL MEDICAL CORPORATION	ADULT REUSABLE SENSOR	\$369.23

Total

\$411,060.93



City Council Agenda Bill

Meeting Date: 6/12/2017 **Agenda Item** 5b

Subject: Contract Award - Water Treatment Plant LED Lighting Retrofit & Upgrade Project

Staff Contact: Fred Buckenmeyer

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

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

Summary Statement: City staff seeks Council consent to award a contract in the amount of \$110,353.05 to Rhema Electric, LLC to provide all labor, materials, tools, and equipment to install all lighting products as specified on the Puget Sound Energy Lighting Load calculation spreadsheet, in specified locations listed on spreadsheet at the City of Anacortes Water Treatment Plant.

Background: On May 1, 2017 the City Council approved to accept the PSE Schedule 258 High Voltage Conservation Grant Agreement to change out the lighting at the Water Treatment Plant to LED lighting. Based on that approval, on May 12, 2017 the City solicited bids for the subject project through the Small Works Roster. May 30, 2017 a bid opening was conducted and 2 bid were received. Bid results are provided as an attachment hereto.

Budget: The proposed project is estimated to cost \$110,353.05, PSE has confirmed via email that the PSE grant amount will be capped at the final project cost. After the LED install project is complete the WTP is estimated to **save \$16,215.00 dollars a year** on their electrical bill.

Budget Impact	
Amount Budgeted	\$156,500.00
Budget Account (BARS)	401.730.534.10.48
Proposed Expenditure	\$110,353.05
Budget Amendment Required?	Yes
Revenue Source	PSE Incentive

Proposed Contract	
Contractor	Rhema Electric, LLC
Amount	\$110,353.05
Start Date	Award of contract
End Date	150 calendar days after City's award of contract.

Previous Council/Committee Action: On May 1, 2017 the City Council approved to accept the PSE Schedule 258 High Voltage Conservation Grant Agreement to change out the lighting at the Water Treatment Plant to LED lighting.

Competing Viewpoints Considered: None

Recommended Motion: I move that City Council approve a contract award in the amount \$110,353.05 to Rhema Electric, LLC to provide all labor, materials, tools, and equipment to install all lighting products as specified on the Puget Sound Energy Lighting Load calculation spreadsheet, in specified locations listed on spreadsheet at the City of Anacortes Water Treatment Plant.

Alternative Actions: Do not award the contract, either go out for bids again or cancel the project.

Attachments (listed in order presented): Bid Documents, Contract

SMALL WORKS NOTIFICATION

Project Name: Water Treatment Plant LED Lighting Retrofit & Upgrade Project
Project Number: 17-065-WTR-001
Project Manager: Russ Pittis, 360-299-1964

This is to notify contractors that in accordance with competitive bid requirements set forth under RCW 39.04.155, Small Works Roster Contract Procedures, the City of Anacortes is seeking bids for the above project from a select list of contractors registered on City's MRSC Small Works Roster.

The City of Anacortes is accepting sealed bids addressed to Steve Hoglund, City Clerk, City of Anacortes, 904 6th Street, PO Box 547, Anacortes, Washington, 98221, until **2:00 PM, local time on Tuesday, May 30, 2017**, when bids will be publicly opened and read. The City will not consider bids received after that time and date.

MANDATORY Pre-Bid Meeting: 10:00am, Friday, May 19, 2017 @ COA Water Treatment Plant, 14489 River Bend Rd, Mount Vernon, WA 98273

Project Description:

The project provides for Install all lighting products as specified on the Puget Sound Energy Lighting Load calculation spreadsheet, in specified locations listed on spreadsheet at the City of Anacortes Water Treatment Plant, 14489 River Bend Rd, Mount Vernon, WA 98273. Contractor shall commence work with-in 90 days of award of contract, and complete installation with-in 150 days of contract award date.

ALL lighting and control products and materials to be installed under this contract shall be installed "as specified" on the PSE workbook form and WILL be purchased from and provided by Pacific Lamp and Supply Company, (PLS) no exceptions, per PLS standard terms and conditions. Payment for materials may be required in advance, at PLS's discretion, based upon the Electrical contractor's credit history/rating.

Title VI – Language on Civil Rights Act of 1964:

"The City of Anacortes in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award."

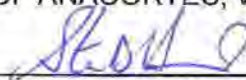
Project Documents: Contact Russ Pittis at (360) 299-1964.

The OWNER reserves the right to reject any and all bids and to waive any minor irregularities in the bidding documents.

Dated the 12th day of May, 2017.

CITY OF ANACORTES, WASHINGTON

By



Steve Hoglund, City Clerk

Water Treatment Plant LED Lighting Retrofit & Upgrade Project

17-065-WTR-001

General Project Specifications and Guidelines:

Install all lighting products as specified on the Puget Sound Energy Lighting Load calculation spreadsheet, in locations listed on spreadsheet. This will include and is not limited to: new fixtures, lamps, retrofit kits, replacement ballasts, occupancy sensing switches, miscellaneous parts, materials and equipment necessary to complete the lighting retrofit project as specified.

Bids shall include all fixtures, lamps, kits & parts, in addition to the total number of labor hours estimated, the prevailing wage labor rate, as well as applicable sales (or other) taxes, permits, recycling fees, etc. necessary to provide a complete installation.

Electrical contractor shall order, receive, store, install, etc. all lighting materials and components. Additional electrical equipment may be required to provide a complete installation. Note: All lighting products used in the completion of this project are to be purchased from and provided by Pacific Lamp and Supply Company, Seattle WA. No exceptions. Contact Dave Kunesh 206-767-5334 davek@pacificlamp.com for a copy of the material quote.

Contractor shall be fully and currently licensed, bonded and insured to perform electrical contracting work in this facility. Contractor shall maintain a clean jobsite environment. Work schedule shall be coordinated with owner's representative. Work areas shall be cordoned off while allowing as much access as possible to the building while work is being performed.

Contractor shall perform all work to conform with all applicable codes and is responsible for any permits, electrical inspections, etc. that may be necessary to complete the project. Contractor shall discuss with owner's representative any violations or potential violations of applicable codes to determine proper corrective measures.

Quantities used on lighting spreadsheet are estimates only. Actual counts may differ. Contractor shall bid based on listed quantities and after being awarded and prior to ordering materials from supplier, list quantity differences and submit to owner's representative.

Certain fixture types may be omitted from this project at the sole discretion of the owner's representative. Contractor will be informed of these omissions at time of contract award.

Contractor shall commence work with-in 90 days of award of contract, and complete installation with-in 150 days of contract award date. Contractor's representative shall meet regularly with owner's representative to coordinate work schedule, count variations, access schedules and other pertinent issues.

Contractor shall clean with a soft cloth and appropriate cleaner the reflective surface and louvers or lens of all luminaires within the scope of work, newly installed or retrofitted.

Contractor shall protect all property, buildings & grounds, work, stored materials and construction equipment in their care from damage, vandalism and theft.

Contractor shall properly dispose of all lighting materials removed from the site and provide documentation of proper disposal to owner's representative, upon completion of project, prior to final payment.

If any changes or substitutions are made to the specifications attached herewith, contractor shall provide "as-built" spreadsheet and PSE forms to owner's representative upon completion of project, prior to final payment. Contractor shall be responsible for timely submission of invoices necessary to secure PSE funding.

CITY OF ANACORTES TABULATION OF BIDS

Bid Item: Water Treatment Plant LED Lighting Retrofit & Upgrade Project

Department: Resource Conservation

Location: City Hall - Council SubCommittee Room

Date: 5/30/2017

Time: 2:00

	TIME IN	COMPANY	BID AMOUNT
1.	1:27	LUMENAL LIGHTING	\$140,698.46
2.	1:48	Rhema Electric, LLC	\$110,353.05
3.			
4.			
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Water Treatment Plant LED Lighting Retrofit & Upgrade Project
PROJECT NO. 17-065-WTR-001
BID FORM

Having familiarized ourselves with the premises and conditions affecting the bid, the undersigned proposes to retrofit and upgrade the Water Treatment Plant lighting for the price stated below.

Description	Qty	U/M	Unit Price	Amount
Labor - Water Treatment Plant LED Lighting Retrofit & Upgrade (Reference Email of May 12, 2017 including attachments)	1	Lump Sum	\$ 30,642.86	\$ 30,642.86
Materials - Water Treatment Plant LED Lighting Retrofit & Upgrade (Reference Email of May 12, 2017 including attachments)	1	Lump Sum	\$ 71065.02	\$ 71065.02

Subtotal \$ 101707.88

8.5% Sales Tax \$ 8645.17

Total Bid \$ 110,353.05

Bidders are required to submit price in Lump Sum. The lowest responsive, responsible Bid will be determined following Bid Opening. Prices shall be unconditional and remain firm for a period not less than 60 days from the date of bid opening. Upon request, successful Bidder shall furnish a price breakdown for the Lump Sum amount.

Name of Bidder: Rhema Electric LLC
Mailing Address: 628 S Spruce Street
City, State, Zip: Burlington, WA 98233
Email Address: davea@rhemaelectric.com
Telephone: 360-416-8227 Fax: 866-413-4997
Contractor's State License No.: RHEMAEL9400H

The bidder makes the following declaration:

NON-COLLUSION DECLARATION

By signing the signature page of this proposal, I declare, under penalty of perjury under the laws of the United States, that the following statement is true and correct:

My firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

(Corporate Seal)

Name of Bidder

Title

Date

Signature of Bidder

DAVID DUNCAN PM/Estimator
5/30/2017 David Duncan



CONTRACT 17-065-WTR-001

AGREEMENT WITH
Rhema Electric LLC

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Rhema Electric LLC, a private contractor at 628 S Spruce Street, Burlington, WA 98233 (herein after referred to as "Contractor").

PROJECT

Water Treatment Plant LED Lighting Retrofit & Upgrade Project

Scope of Work: Contractor shall furnish all materials, equipment and labor to install all lighting products as specified on the Puget Sound Energy Lighting Load calculation spreadsheet, which is hereby incorporated by reference and made a part hereof, in specified locations listed on spreadsheet at the City of Anacortes Water Treatment Plant, 14489 River Bend Rd, Mount Vernon, WA 98273.

Contract Price: Rhema Electric LLC will do the scope of work above for **One Hundred Ten Thousand Three Hundred Fifty-Three Dollars and Five Cents (\$110,353.05) which includes \$8,645.17 in sales 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.

Time of Completion: Contractor shall commence work with-in 90 days of award of contract, and complete installation with-in 150 days of contract award date.

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

Contract Requirements: Contractor must have a contractor license number and insurance, as well as a 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

Contract Documents: The attached General Provisions and Exhibit A 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:

Rhema Electric LLC

Signature

Printed Name

Date

License #

1. Delivery. Advance coordination of the work shall be made with the Project Manager Russ Pittis, (360) 299-1964.

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. In addition, the City will require persons doing business with the City to possess a business license.

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

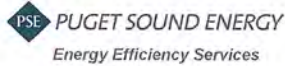
Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries.

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 5/30/17. 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.



High Voltage Lighting Calculation Worksheet

Version 2015.1.1 (Use until 12/31/2018)

Color Key: (white cells autofill)

	User Input Cell
	Varies From Existing

Abbreviations:

LBF	Low Power Ballast Factor (.75-.85)
NBF	Normal Power Ballast factor (.86-.95)
HBF	High Power Ballast factor (.96-1.15)

Customer/Facility Name: City of Anacortes Water Treatment Plant
 Project Address: 14499 River Bend Road - Mt. Vernon, WA 98273
 Customer Contact Name: Russ Pella Customer Phone: 360-299-1964
 Contractor Contact Name: TBD Contractor Phone:
 Prepared By: Dave Kunesh Preparer Phone: 206-767-5334

High Voltage Customer Rate Schedule:

Sch 46	\$0.060	Avg kWh Charge:
	\$2.09	Avg kW Charge:

Existing System										Proposed System										
#	Heat Type	Location	Qty	Lighting Type	Fixture Description	Annual Hours	Fixture Watts	Total kW	kWh/Year	Remarks (Optional)	Qty	Lighting Type	Fixture Description	Controls Savings		Annual Hours	Fixture Watts	Total kW	kWh/Year	Savings kWh/Year
														%	Type					
1.	Gas Heat	401 LOBBY	9	CFL (Hardwired)	HW CFL 32W (Electronic Ballast)	4380	32	0.29	1,281	1L CFL 6" HORIZ RDL	9	Custom Fixture	PHI 9.5PLTU840/DIR	30%	Occupancy Sensor	3,066	12	0.11	331	930
2.	Gas Heat	401 LOBBY	2	CFL (Hardwired)	HW CFL 32W (Electronic Ballast)	8760	32	0.06	561	1L CFL 6" HORIZ RDL	2	Custom Fixture	PHI 9.5PLTU840/DIR		None	8,760	12	0.02	210	350
3.	Gas Heat	409 MANAGERS OFFICE	3	T8 (Standard)	T8 4' 2-Lamps	2600	59	0.18	460	2L 2X4T VOLUMETRIC	3	Custom Fixture	GC (2)-12T84F/840/DIR	30%	Occupancy Sensor	1,820	29	0.09	158	302
4.	Gas Heat	406 STOCK ROOM	2	T8 (Standard)	T8 4' 2-Lamps	3120	59	0.12	368	2L 2X4T VOLUMETRIC	2	Custom Fixture	GC (2)-12T84F/840/DIR	30%	Occupancy Sensor	2,184	29	0.06	127	241
5.	Gas Heat	408 CONFERENCE ROOM	4	T8 (Standard)	T8 4' 2-Lamps	3120	59	0.24	736	2L 2X4T VOLUMETRIC	4	Custom Fixture	GC (2)-12T84F/840/DIR	30%	Occupancy Sensor	2,184	29	0.12	253	483
6.	Gas Heat	407 OFFICE	2	T8 (Standard)	T8 4' 2-Lamps	2600	59	0.12	307	2L 2X4T VOLUMETRIC	2	Custom Fixture	GC (2)-12T84F/840/DIR	30%	Occupancy Sensor	1,820	29	0.06	106	201
7.	Gas Heat	410 OFFICE	2	T8 (Standard)	T8 4' 2-Lamps	2600	59	0.12	307	2L 2X4T VOLUMETRIC	2	Custom Fixture	GC (2)-12T84F/840/DIR	30%	Occupancy Sensor	1,820	29	0.06	106	201
8.	Gas Heat	405 BREAK ROOM	4	T8 (Standard)	T8 4' 2-Lamps	8760	59	0.24	2,067	2L 2X4T VOLUMETRIC	4	Custom Fixture	GC (2)-12T84F/840/DIR	30%	Occupancy Sensor	6,132	29	0.12	711	1,356
9.	Gas Heat	405 BREAK ROOM	1	T8 (Standard)	T8 4' 2-Lamps	8760	59	0.06	517	2L 2X4T VOLUMETRIC	1	Custom Fixture	GC (2)-12T84F/840/DIR		None	8,760	29	0.03	254	263
10.	Gas Heat	404 RESTROOM	1	Custom Fixture	EXISTING HW CFL 2x42 elec. ballast	8760	84	0.08	736	2L CF HORIZ SURFACE CYLINDER	1	Custom Fixture	PHI 2X9.5PLTU840/DIR	30%	Occupancy Sensor	6,132	24	0.02	147	589
11.	Gas Heat	403 LAB	4	T8 (Standard)	T8 4' 2-Lamps	8760	59	0.24	2,067	2L 2X4T VOLUMETRIC	4	Custom Fixture	GC (2)-12T84F/840/DIR	30%	Occupancy Sensor	6,132	29	0.12	711	1,356
12.	Gas Heat	403 LAB	1	T8 (Standard)	T8 4' 2-Lamps	8760	59	0.06	517	2L 2X4T VOLUMETRIC	1	Custom Fixture	GC (2)-12T84F/840/DIR		None	8,760	29	0.03	254	263
13.	Gas Heat	403 LAB HOOD FAN	1	T5 (High Output)	T5HO 3' 1 Lamp	50	43	0.04	2	1L 3' T5 STRIP	1	Custom Fixture	GC 12T5HE/3F/840/DIR	30%	Occupancy Sensor	35	15	0.02	1	2
14.	Gas Heat	402 OPERATIONS DESK	10	T8 (Standard)	T8 4' 2-Lamps	8760	59	0.59	5,168	2L 2X4T VOLUMETRIC	10	Custom Fixture	GC (2)-12T84F/840/DIR	30%	Occupancy Sensor	6,132	29	0.29	1,778	3,390
15.	Gas Heat	402 OPERATIONS DESK	2	T8 (Standard)	T8 4' 2-Lamps	8760	59	0.12	1,034	2L 2X4T VOLUMETRIC	2	Custom Fixture	GC (2)-12T84F/840/DIR		None	8,760	29	0.06	508	526
16.	Gas Heat	420 FILTER GALLERY SOUTH	6	T8 (Standard)	T8 4' 2-Lamps	3120	59	0.35	1,104	2L 2X4T VOLUMETRIC	6	Custom Fixture	GC (2)-12T84F/840/DIR	30%	Occupancy Sensor	2,184	29	0.17	380	724
17.	Gas Heat	420 FILTER GALLERY SOUTH	2	T8 (Standard)	T8 4' 2-Lamps	8760	59	0.12	1,034	2L 2X4T VOLUMETRIC	2	Custom Fixture	GC (2)-12T84F/840/DIR		None	8,760	29	0.06	508	526
18.	Gas Heat	480490 MECH ROOM	6	T5 (High Output)	T5HO 4' 2 Lamp	8760	117	0.70	6,150	2L 4' T5HO WET LOCATION PENDANT	6	Custom Fixture	GC (2) 24T5HO4F/840/DIR	30%	Occupancy Sensor	6,132	56	0.34	2,080	4,069
19.	Gas Heat	480490 MECH ROOM	2	T5 (High Output)	T5HO 4' 2 Lamp	8760	117	0.23	2,050	2L 4' T5HO WET LOCATION PENDANT	2	Custom Fixture	GC (2) 24T5HO4F/840/DIR		None	8,760	56	0.11	981	1,069
20.	Gas Heat	440 / 450 STAIRS	3	T5 (High Output)	T5HO 4' 2 Lamp	8760	117	0.35	3,075	2L 4' T5HO WET LOCATION WALL MOUNTED	3	Custom Fixture	GC (2) 24T5HO4F/840/DIR	30%	Occupancy Sensor	6,132	56	0.17	1,030	2,045
21.	Gas Heat	440 / 450 STAIRS	1	T5 (High Output)	T5HO 4' 2 Lamp	8760	117	0.12	1,025	2L 4' T5HO WET LOCATION WALL MOUNTED	1	Custom Fixture	GC (2) 24T5HO4F/840/DIR	30%	Occupancy Sensor	6,132	56	0.06	343	682
22.																				
23.	Gas Heat	415 MENS LOCKER VESTIBULE	1	T5 (High Output)	T5HO 4' 2 Lamp	4380	117	0.12	512	2L 4' T5HO VAPOR-TIGHT	1	Custom Fixture	GC (2) 24T5HO4F/840/DIR	30%	Occupancy Sensor	3,066	56	0.06	172	341
24.	Gas Heat	413 LAUNDRY	2	T5 (High Output)	T5HO 4' 2 Lamp	1200	117	0.23	281	2L 4' T5HO VAPOR-TIGHT	2	Custom Fixture	GC (2) 24T5HO4F/840/DIR	30%	Occupancy Sensor	840	56	0.11	94	187
25.	Gas Heat	412 MENS LOCKER	3	T5 (High Output)	T5HO 4' 2 Lamp	4380	117	0.35	1,537	2L 4' T5HO VAPOR-TIGHT	3	Custom Fixture	GC (2) 24T5HO4F/840/DIR	30%	Occupancy Sensor	3,066	56	0.17	515	1,022
26.	Gas Heat	412 MENS LOCKER	1	T5 (High Output)	T5HO 4' 2 Lamp	8760	117	0.12	1,025	2L 4' T5HO VAPOR-TIGHT	1	Custom Fixture	GC (2) 24T5HO4F/840/DIR		None	8,760	56	0.06	491	534
27.	Gas Heat	412 MENS LOCKER	1	T8 (Standard)	T8 4' 2-Lamps	4380	59	0.06	258	2L 4' VANITY	1	Custom Fixture	GC (2)-12T84F/840/DIR	30%	Occupancy Sensor	3,066	29	0.03	89	170
28.	Gas Heat	412 MENS LOCKER	3	Custom Fixture	EXISTING HW CFL 2x42 elec. ballast	3120	84	0.25	786	2L CF HORIZ SURFACE CYLINDER	3	Custom Fixture	PHI 2X9.5PLTU840/DIR	30%	Occupancy Sensor	2,184	24	0.07	157	629
29.	Gas Heat	414 WOMENS LOCKER VESTIBULE	1	T5 (High Output)	T5HO 4' 2 Lamp	1460	117	0.12	171	2L 4' T5HO VAPOR-TIGHT	1	Custom Fixture	GC (2) 24T5HO4F/840/DIR	30%	Occupancy Sensor	1,022	56	0.06	57	114
30.	Gas Heat	411 WOMENS LOCKER	1	T5 (High Output)	T5HO 4' 2 Lamp	1460	117	0.12	171	2L 4' T5HO VAPOR-TIGHT	1	Custom Fixture	GC (2) 24T5HO4F/840/DIR	30%	Occupancy Sensor	1,022	56	0.06	57	114
31.	Gas Heat	411 WOMENS LOCKER	1	T5 (High Output)	T5HO 4' 2 Lamp	8760	117	0.12	1,025	2L 4' T5HO VAPOR-TIGHT	1	Custom Fixture	GC (2) 24T5HO4F/840/DIR		None	8,760	56	0.06	491	534
32.	Gas Heat	411 WOMENS LOCKER	3	Custom Fixture	EXISTING HW CFL 2x42 elec. ballast	1460	84	0.25	368	2L CF HORIZ SURFACE CYLINDER	3	Custom Fixture	PHI 2X9.5PLTU840/DIR	30%	Occupancy Sensor	1,022	24	0.07	74	294
33.	Gas Heat	411 WOMENS LOCKER	1	T8 (Standard)	T8 4' 2-Lamps	1460	59	0.06	86	2L 4' VANITY	1	Custom Fixture	GC (2)-12T84F/840/DIR	30%	Occupancy Sensor	1,022	29	0.03	30	57
34.	Gas Heat	430 FILTER GALLERY NORTH	6	T8 (Standard)	T8 4' 2-Lamps	3120	59	0.35	1,104	2L 2X4T VOLUMETRIC	6	Custom Fixture	GC (2)-12T84F/840/DIR	30%	Occupancy Sensor	2,184	29	0.17	380	724
35.	Gas Heat	430 FILTER GALLERY NORTH	2	T8 (Standard)	T8 4' 2-Lamps	8760	59	0.12	1,034	2L 2X4T VOLUMETRIC	2	Custom Fixture	GC (2)-12T84F/840/DIR		None	8,760	29	0.06	508	526
36.	Gas Heat	470 ELECTRICAL ROOM	21	T5 (High Output)	T5HO 4' 2 Lamp	8760	117	2.46	21,523	2L 4' T5HO WET LOCATION PENDANT	21	Custom Fixture	GC (2) 24T5HO4F/840/DIR	30%	Occupancy Sensor	6,132	56	1.18	7,211	14,312

Existing System											Proposed System										
#	Heat Type	Location	Qty	Lighting Type	Fixture Description	Annual Hours	Fixture Watts	Total kW	kWh/Year	Remarks (Optional)	Qty	Lighting Type	Fixture Description	Controls Savings		Annual Hours	Fixture Watts	Total kW	kWh/Year	Savings kWh/Year	
														%	Type						
37.	Gas Heat	470 ELECTRICAL ROOM	3	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.35	3,075	2L 4' TSHO WET LOCATION PENDANT	3	Custom Fixture	GC (2) 24TSHO4F/B40/DIR		None	8,760	56	0.17	1,472	1,603	
38.	Gas Heat	450 PUMP ROOM	23	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	2.89	23,573	2L 4' TSHO WET LOCATION PENDANT	23	Custom Fixture	GC (2) 24TSHO4F/B40/DIR	30%	Occupancy Sensor	8,132	56	1.29	7,866	15,675	
39.	Gas Heat	450 PUMP ROOM	2	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.23	2,050	2L 4' TSHO WET LOCATION PENDANT	2	Custom Fixture	GC (2) 24TSHO4F/B40/DIR		None	8,760	56	0.11	981	1,099	
40.	Gas Heat	450 PUMP ROOM	2	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.23	2,050	2L 4' TSHO WET LOCATION WALL MOUNTED	2	Custom Fixture	GC (2) 24TSHO4F/B40/DIR	30%	Occupancy Sensor	8,132	56	0.11	867	1,363	
41.	Gas Heat	NORTH STAIRS TO PIPE GALLERY	2	T8 (Standard)	T8 4' 2-Lamps	8760	59	0.12	1,034	2L 2X4T VOLUMETRIC	2	Custom Fixture	GC (2)-12T84F/B40/DIR	30%	Occupancy Sensor	8,132	29	0.06	356	678	
42.	Gas Heat	NORTH STAIRS TO PIPE GALLERY	1	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.12	1,025	2L 4' TSHO WET LOCATION WALL MOUNTED	1	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR		None	8,760	56	0.06	491	534	
43.	Gas Heat	461 LOW LIFT HEADER ROOM	5	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.59	5,125	2L 4' TSHO WET LOCATION WALL MOUNTED	5	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR	30%	Occupancy Sensor	8,132	56	0.28	1,717	3,406	
44.	Gas Heat	461 LOW LIFT HEADER ROOM	1	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.12	1,025	2L 4' TSHO WET LOCATION WALL MOUNTED	1	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR		None	8,760	56	0.08	491	534	
45.	Gas Heat	210 AREA B LOWER LEVEL	15	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	1.76	15,374	2L 4' TSHO WET LOCATION PENDANT	15	Custom Fixture	GC (2) 24TSHO4F/B40/DIR	30%	Occupancy Sensor	8,132	56	0.84	5,151	10,223	
46.	Gas Heat	210 AREA B LOWER LEVEL	2	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.23	2,050	2L 4' TSHO WET LOCATION PENDANT	2	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR		None	8,760	56	0.11	981	1,099	
47.	Gas Heat	210 AREA B LOWER LEVEL	8	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.70	6,150	2L 4' TSHO WET LOCATION WALL MOUNTED	8	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR	30%	Occupancy Sensor	8,132	56	0.34	2,060	4,089	
48.	Gas Heat	462 FILTER GALLERY	65	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	7.61	66,020	2L 4' TSHO WET LOCATION PENDANT	65	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR	30%	Occupancy Sensor	8,132	56	3.84	22,320	44,289	
49.	Gas Heat	462 FILTER GALLERY	3	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.35	3,075	2L 4' TSHO WET LOCATION PENDANT	3	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR		None	8,760	56	0.17	1,472	1,603	
50.	Gas Heat	462 FILTER GALLERY	1	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.12	1,025	2L 4' TSHO WET LOCATION WALL MOUNTED	1	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR		None	8,760	56	0.06	491	534	
51.	Gas Heat	ROOM 211	10	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	1.17	10,249	2L 4' TSHO WET LOCATION PENDANT	10	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR	30%	Occupancy Sensor	8,132	56	0.56	3,434	6,815	
52.	Exterior Itg	EXTERIOR TEATMENT BUILDING	6	Metal Halide	MH, 150W Lamp	4200	165	1.11	4,982	1L MH WALLPACK	6	Custom Fixture	RAB WP2LED37N		Exterior Photo Control	4,200	37	0.22	932	3,730	
53.	Exterior Itg	EXTERIOR TEATMENT BUILDING	8	Custom Fixture	LEAVE EXISTING	4200				LED FLOOD	8	Custom Fixture	LEAVE EXISTING		Exterior Photo Control	4,200					
54.	Exterior Itg	EXTERIOR AREA 1 UPPER LEVEL	3	Metal Halide	MH, 150W Lamp	4200	165	0.96	2,331	1L MH WALLPACK	3	Custom Fixture	RAB WP2LED37N		Exterior Photo Control	4,200	37	0.11	466	1,666	
55.	Exterior Itg	EXTERIOR AREA 2 UPPER LEVEL	8	Custom Fixture	LEAVE EXISTING	4200				LED FLOOD	8	Custom Fixture	LEAVE EXISTING		Exterior Photo Control	4,200					
56.	Exterior Itg	EXTERIOR AREA 2 UPPER LEVEL	3	Metal Halide	MH, 150W Lamp	4200	165	0.96	2,331	1L MH WALLPACK	3	Custom Fixture	RAB WP2LED37N		Exterior Photo Control	4,200	37	0.11	466	1,666	
57.	Exterior Itg	EXTERIOR AREA 3 UPPER LEVEL	4	Metal Halide	MH, 150W Lamp	4200	165	0.74	3,108	1L MH WALLPACK	4	Custom Fixture	RAB WP2LED37N		Exterior Photo Control	4,200	37	0.15	622	2,496	
58.	Exterior Itg	EXTERIOR AREA 3 UPPER LEVEL	1	Metal Halide	MH, 250W Lamp	4200	291	0.29	1,222	1L MH WALLPACK	1	Custom Fixture	RAB WP2LED37N		Exterior Photo Control	4,200	37	0.04	155	1,067	
59.	Exterior Itg	EXTERIOR AREA 3 UPPER LEVEL	12	Custom Fixture	LEAVE EXISTING	4200				LED FLOOD	12	Custom Fixture	LEAVE EXISTING		Exterior Photo Control	4,200					
60.	Gas Heat	310 CHLORINE FEED ROOM	13	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	1.52	13,324	2L 4' TSHO WET LOCATION PENDANT	13	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR	30%	Occupancy Sensor	8,132	56	0.73	4,464	8,860	
61.	Gas Heat	310 CHLORINE FEED ROOM	2	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.23	2,050	2L 4' TSHO WET LOCATION PENDANT	2	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR		None	8,760	56	0.11	981	1,099	
62.	Gas Heat	310 CHLORINE FEED ROOM	3	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.35	3,075	2L 4' TSHO WET LOCATION WALL MOUNTED	3	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR	30%	Occupancy Sensor	8,132	56	0.17	1,030	2,045	
63.	Gas Heat	320 WET CHEMICAL ROOM	18	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	2.11	18,448	2L 4' TSHO WET LOCATION PENDANT	18	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR	30%	Occupancy Sensor	8,132	56	1.01	6,161	12,268	
64.	Gas Heat	320 WET CHEMICAL ROOM	2	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.23	2,050	2L 4' TSHO WET LOCATION PENDANT	2	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR		None	8,760	56	0.11	981	1,099	
65.	Gas Heat	330 DRY CHEMICAL ROOM	16	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	1.67	16,399	2L 4' TSHO WET LOCATION PENDANT	16	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR	30%	Occupancy Sensor	8,132	56	0.90	5,494	10,804	
66.	Gas Heat	330 DRY CHEMICAL ROOM	2	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.23	2,050	2L 4' TSHO WET LOCATION PENDANT	2	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR		None	8,760	56	0.11	981	1,099	
67.	Gas Heat	340 ELECTRICAL	4	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.47	4,100	2L 4' TSHO WET LOCATION PENDANT	4	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR	30%	Occupancy Sensor	8,132	56	0.22	1,374	2,728	
68.	Gas Heat	350 ELECTRICAL	1	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.12	1,025	2L 4' TSHO WET LOCATION WALL MOUNTED	1	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR	30%	Occupancy Sensor	8,132	56	0.06	343	662	
69.	Exterior Itg	EXTERIOR CHEMICAL BUILDING	11	Metal Halide	MH, 150W Lamp	4200	165	2.04	8,547	1L MH WALLPACK	11	Custom Fixture	RAB WP2LED37N		Exterior Photo Control	4,200	37	0.41	1,709	6,838	
70.	Non Heated	650 HSPS STAIR	1	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.12	1,025	2L 4' TSHO WET LOCATION PENDANT	1	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR	30%	Occupancy Sensor	8,132	56	0.06	343	662	
71.	Non Heated	650 HSPS STAIR	2	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.23	2,050	2L 4' TSHO WET LOCATION WALL MOUNTED	2	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR	30%	Occupancy Sensor	8,132	56	0.11	867	1,363	
72.	Non Heated	650 HSPS STAIR	2	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.23	2,050	2L 4' TSHO WET LOCATION WALL MOUNTED	2	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR		None	8,760	56	0.11	981	1,099	
73.	Non Heated	840 STORAGE	10	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	1.17	10,249	2L 4' TSHO WET LOCATION PENDANT	10	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR	30%	Occupancy Sensor	8,132	56	0.59	3,434	6,815	
74.	Non Heated	840 STORAGE	2	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.23	2,050	2L 4' TSHO WET LOCATION PENDANT	2	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR	30%	Occupancy Sensor	8,132	56	0.11	867	1,363	
75.	Non Heated	830 PIPING CHAMBER	11	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	1.29	11,274	2L 4' TSHO WET LOCATION PENDANT	11	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR	30%	Occupancy Sensor	8,132	56	0.62	3,777	7,497	
76.	Non Heated	830 PIPING CHAMBER	1	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.12	1,025	2L 4' TSHO WET LOCATION PENDANT	1	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR		None	8,760	56	0.06	491	534	
77.	Non Heated	830 PIPING CHAMBER	1	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.12	1,025	2L 4' TSHO WET LOCATION WALL MOUNTED	1	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR	30%	Occupancy Sensor	8,132	56	0.06	343	662	
78.	Non Heated	830 PIPING CHAMBER	1	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.12	1,025	2L 4' TSHO WET LOCATION WALL MOUNTED	1	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR		None	8,760	56	0.06	491	534	
79.	Non Heated	620 ELECTRICAL ROOM	3	T5 (High Output)	TSHO 4' 2 Lamp	8760	117	0.35	3,075	2L 4' TSHO WET LOCATION WALL MOUNTED	3	Custom Fixture	GC (2) 24T5HQ4F/B40/DIR	30%	Occupancy Sensor	8,132	56	0.17	1,030	2,045	



**CITY COUNCIL'S FINDINGS OF FACT, CONCLUSIONS
OF LAW, & DECISION:**

CLOSED-RECORD PUBLIC

HEARING DATE: Monday, June 05, 2017, @ 6:00 PM

OPEN-RECORD PUBLIC

HEARING DATE: Wednesday, May 24, 2017, @ 6:00 PM

FILE NUMBER: CUP-2017-0001

PROJECT LOCATION: The site is addressed as 1517 22nd Street, Anacortes, WA. The subject property is located at the southeastern corner of 22nd Street and "J" Avenue. The site is located within a portion of Section 24; Township 35 North; Range 01 East; Willamette Meridian.

SUBJECT PARCEL #: P31801

**APPLICANT &
LANDOWNER:**

Anacortes School District
2200 "M" Avenue
Anacortes, WA 98221

PROJECT CONTACT:

Marc Estvold, Project Manager
3302 Oakes Avenue
Anacortes, WA 98221

**STAFF REPORT
PREPARED BY:**

Kevin Cricchio, AICP
Associate Planner
City of Anacortes
904 6th Street
Anacortes, WA 98221

SUBJECT PROPOSAL:

The applicant has applied for a Conditional Use Permit (CUP) to permit the temporary placement of a 2,700 square foot portable

building on the grass field located at the southeast corner of the intersection of 22nd Street and “J” Avenue. The building will be used to house Cap Sante High School. The proposal includes moving the building to this location June of 2017 and removing it fall of 2019. Additionally, a 1,200 square foot crushed surface parking area with two parking areas is proposed just west of the building and 476 square feet of graveled paths.

In addition to the 2,700 square foot portable building discussed above, the applicant also requests the temporary placement of two optional 1,100 square feet (2,200 square feet total) portables, 320 square feet of ramp and deck, and 720 square feet of graveled parking. If the two optional portables are used, they would be in place the summer of 2018 and removed in the fall of 2019.

EXISTING LAND USE: The project site sits vacant with no improvements on it. Anacortes School District student’s uses the ball-field for recreational purposes.

CURRENT ZONING & COMP.

PLAN DESIGNATION: Public Use (P) Zoning District

SURROUNDING ZONING & LAND USES:

Direction:	Zoning:	Present Land-Use:
North:	Residential Medium Density (R3) Zoning District	22 nd Street & Single-Family Residences
South:	Public Use (P) Zoning District	Island View Elementary School
East:	Public Use (P) Zoning District	School District’s Tennis Court
West:	Residential Medium Density (R3) Zoning District	“J” Avenue & Fidalgo Pool & Fitness Center District

SITE ACREAGE: ~2.24 Acres (According to Assessors’ Records)

FINDINGS OF FACT:

I. GENERAL BACKGROUND:

1. A pre-application conference was conducted at 1:30 PM on April 27, 2017, concerning the proposed development (File #: PRE-2017-0008).
2. The applicant conducted a neighborhood meeting at the senior center at 6:00 PM on May 3, 2017.

3. On April 12, 2017, the applicant submitted the subject Conditional Use Permit to the City of Anacortes' Department of Planning, Community, & Economic for review.
4. Following a review of the application material submitted, the Department of Planning, Community, & Economic deemed the application complete effective April 26, 2017.
5. Per AMC Table 19.20.030-1, Conditional Use Permits require a twenty-one (21) day comment period. The twenty-one (21) day comment period ended at 5:00 PM on May 17, 2017, but comments were accepted up until the close of the of the open-record public hearing.

II. NOTICE OF APPLICATION (NOA) & NOTICE OF HEARING (NOH):

1. A "Notice of Application & Hearing" was published in the Anacortes American Newspaper on April 19, 2017.
2. The Notice of Application & Hearing was posted onsite in two different locations on April 14, 2017. Additionally, the notice was posted at the library, city hall, the local USPS, and on the city's website on April 14, 2017.
3. The notice was mailed to neighboring landowners located within 300 feet of the subject property on April 14, 2017.
4. Agencies and departments of jurisdiction were solicited for comment on April 14, 2017.
5. In the morning on Monday, April 17, 2017, PCED received revisions from the applicant. Therefore, re-noticing was required.
6. Accordingly, the revised "Notice of Application & Hearing" was published in the Anacortes American Newspaper on April 26, 2017.
7. The project site was reposted in two different locations with the revised notice on April on April 17, 2017. Additionally, the notice was posted at the library, city hall, the local USPS, and on the city's website on April 17, 2017.
8. The revised notice was mailed to neighboring landowners located within 300 feet of the subject property on April 17, 2017.

III. CRITICAL AREA / ENVIRONMENTALLY SENSITIVE AREA REVIEW:

No critical areas are located either on the subject property or within three hundred (300) feet of it.

IV. STATE ENVIRONMENTAL POLICY ACT:

The subject proposal is exempt from SEPA environmental review per WAC § 197.11.800 and AMC § 18.04.120.

V. PUBLIC COMMENT:

To date, no public comment has been received (**See Exhibit # 04**).

VI. AGENCY & DEPARTMENT COMMENT:

Comments received from both agencies and departments of jurisdiction can be found in **Exhibit # 05**.

VII. ZONING ORDINANCE/CODE:

1. Per AMC § 17.26.040(A), “Public Schools” in the Public Use Zoning District require a Conditional Use Permit. Accordingly, the applicant has submitted a Conditional Use Permit to permit the placement of one or more portables onsite temporarily until the Fall of 2019 while Anacortes High School is being rebuilt.
2. Per AMC § 17.26.060, there are no minimum setback requirements in the Public Use Zoning District.
3. Additionally, per AMC § 17.26.080 there is no maximum land coverage in the Public Use Zoning District
4. Per AMC § 17.26.090, the maximum permitted building height in the Public Use Zoning District is thirty-five (35) feet above average original grade. The proposed portables will be well below the maximum permitted height.
5. Per AMC § 17.46.020, the minimum number of off-street parking spaces required for public schools is 1 per 4 fixed seats or 10 per 1,000 net square if no fixed seats. Since this is a temporary use, the applicant is proposing the location of one off-street parking space for each classroom /portable along with one handicap stall. Moreover, the applicant contends that the majority of students using the portable(s) will be walking from Anacortes High School. Additionally, there is a significant amount of on-street parking alongside “J” Avenue and 22nd Street available for students that do drive.
6. Per Ordinance 2991, development shall comply with the Department of Ecology’s 2012, Stormwater Management Manual for Western Washington as amended in December 2014. Accordingly, the applicant submitted a drainage analysis/ stormwater plan, which was reviewed on behalf of the city by third-party review (**See Exhibit #07**). Revisions to the drainage analysis /stormwater plan were requested by third party review.
7. Per AMC § 19.36.040, in order to grant a Conditional Use Permit, the decision maker must find that the use would be consistent with the following criteria as follows:
 - A) The use would comply with any specific requirements for the conditional use specified elsewhere in this code.

FINDING OF FACT:

Per AMC § 17.26.040(A), public schools require a Conditional Use Permit in the Public Use Zoning District.

- B) Access to this site is appropriate considering the anticipated volume of traffic resulting from the use.

FINDING OF FACT:

Access to the site will be by way of “J” Avenue and 22nd Street.

- C) Off-street parking and loading facilities are adequate in terms of location, amount, and design to service the use.

FINDING OF FACT:

The subject proposal involves the temporary placement of 1-3 portables onsite for use as classrooms while Anacortes High School is undergoing re-development. One off-street parking space for each classroom /portable along with one handicap stall is proposed. The applicant contends that the majority of students using the portable(s) will be walking from Anacortes High School. Additional off-street parking is available at Anacortes High School for student using the portable classrooms. Adequate on street parking is also available along both “J” Avenue and 22nd Street.

- D) The amount and location of open space and the provision of screening is such that buffering of incompatible uses is achieved.

FINDING OF FACT:

The proposed temporary placement of 1-3 portable classrooms is the only proposed use onsite. No location of open-space or screening is proposed. The site is separated from other uses by a playfield to the south, a tennis court to the east, and city streets located to the north and west thereof.

- E) The location and intensity of outdoor lighting is such that it does not cast light on adjacent, adjoining, or neighboring properties.

FINDING OF FACT:

Streetlights are located on the west side of “J” Avenue. Each of the 1-3 proposed portable classrooms will have a light above the exterior door. If any additional outdoor lighting is proposed, it will be down-shielded as conditioned below.

- F) Hours and manner of operation of the propose use, including anticipated noise generation, are not inconsistent with the adjacent or nearby uses.

FINDING OF FACT:

The proposed hours of operation will be 7:00 AM to 3:00 PM, Monday through Friday. There is no school during the months of summer. No generation of noise is expected beyond that of the adjacent school use located to the east and south of the project site.

G) Public facilities and utilities are capable of adequately serving the proposed use.

FINDING OF FACT:

Public utilities including but not limited to power, potable water, and sanitary sewer are available at the project site and will be used.

H) The physical conditions of the site, including size, shape, topography, and drainage, are suitable for the proposed development.

FINDING OF FACT:

The site is predominantly flat and vegetated with grass as it has been used a ball-field for recreation by the school district. The conditions of the site are conducive for the proposed development.

I) Any other factors deemed relevant to the decision maker.

FINDING OF FACT:

As is required per AMC Table 19.20.030-1, both a pre-application conference and neighborhood meeting were conducted for the subject Conditional Use Permit.

The 1-3 proposed portables will be located onsite temporarily until Fall of 2019, while Anacortes High School is being re-developed. The applicant has attempted to minimize as much as possible any impacts to the neighborhood and its residents.

8. The subject proposal is consistent with the above development regulations and the proposed land use is permitted in the underlying zoning districts.

VIII. CONCLUSIONS OF LAW:

1. The public notice requirements of the Conditional-Use Permit has been complied with.
2. The project is consistent with the general purposes of the City's Comprehensive Plan, the city's planning standards and specifications of the zoning ordinance, and other ordinances applicable to the proposal.
3. The City Council bases its Findings of Fact, Conclusions of Law & Decision on the entire record, including all testimony and exhibits. Any finding, which would be

deemed a Conclusion of Law, and any Conclusion of Law, which should be deemed a finding is hereby adopted as such.

IX. STAFF RECOMMENDATION:

The Department of Planning, Community, and Economic Development recommends that the City Council approve the subject Conditional Use Permit subject to staff's suggested conditions of approval as listed below.

X. PLANNING COMMISSION RECOMMENDATION:

The Planning Commission conducted an open-record public hearing on May 24, 2017, regarding the subject Conditional Use Permit. Following public testimony, the Planning Commission deliberated on the matter. A motion was made to approve the subject Conditional Use Permit subject to staff's conditions of approval. The motion was seconded. The Planning Commission voted unanimously in favor of recommending approval to City Council.

XI. DECISION:

Based on the foregoing information and analysis and the City regulatory authority to implement the policies, standards, and the regulations of the Anacortes Municipal Code (AMC), the City Council **approves** the subject Conditional Use Permit subject to staff's suggested conditions of approval listed below.

XII. CONDITIONS OF APPROVAL:

1. The applicant shall be responsible for reimbursement to the City for both the cost third party review and for the cost of posting, mailing and publication of the public hearing for this proposal. Payment shall be made prior to building permit application submittal or issuance.
2. All applicable permits shall be secured before any construction activities begin onsite.
3. If any garbage dumpsters are proposed, the applicant is responsible for following the city's dumpster pad specifications.
4. If any garbage dumpsters are used, dumpsters shall be screened by constructing a wood enclosure(s) around them surrounded by landscaping. Both wood enclosures and landscaping shall be in place prior to certificate of occupancy being issued.
5. All exterior lighting shall be down-shielded thus preventing light trespass and impacts to the neighborhood.
6. The location of 1-3 portable classrooms onsite is temporary lasting until the Fall of 2019. Thereafter, all portable(s) shall be removed from the subject property and the site shall be restored to its present condition. Notwithstanding, a new Conditional Use Permit will be required to permit the continued location of said portables onsite past fall of 2019.
7. Development shall comply with the Department of Ecology's 2012, Stormwater Management Manual for Western Washington as amended in December 2014.

INTRODUCED, PASSED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 5th day of June 2017.

CITY OF ANACORTES, WASHINGTON

LAURIE M. GERE, MAYOR

Approved as to form and legality:

ATTEST:

Darcy Swetnam, WSBA# 40530
City Attorney

Steve D. Hoglund, City Clerk Treasurer

JUDICIAL APPEAL:

Per AMC 19.20.030-1 and 19.20.240(A), there is no further administrative appeal available for this decision. Appeals of the decision may be made to Superior Court pursuant to Chapter 36.70C RCW.”

EXHIBITS:

EXHIBIT NUMBER:	NAME OF EXHIBIT:
Exhibit #01:	Master Permit Application, Narrative, & CUP Criteria of Approval
Exhibit #02:	Assessor’s Info & City GIS Map
Exhibit #03:	Notice of Application & Hearing
Exhibit #04:	Public Comments Received
Exhibit #05:	Agency & Department Comments Received
Exhibit #06:	Site Plan
Exhibit #07:	Drainage Analysis/ Stormwater Plan & Third Party Review
Exhibit #08:	PCED’s Presentation to Planning Commission
Exhibit #09:	Planning Commission’s (Open-Record Public Hearing) Minutes



ISLAND HOSPITAL

A COMMUNITY CONVERSATION ABOUT
THE FUTURE OF ISLAND HOSPITAL
SPRING/SUMMER 2017



OUR DEEP COMMUNITY ROOTS

Our community created Island Hospital nearly 60 years ago because they wanted high-quality care, close to home.





THE NEED: A DEPENDABLE SOURCE FOR CAPITAL PROJECTS

District residents will have an opportunity to help close the funding gap by considering a 31-cent increase per \$1,000 of assessed property value in our Regular property tax levy on the August 1, 2017 ballot.

This would yield an additional \$1.7 million a year to help pay for needed technology, facility and capital improvements.



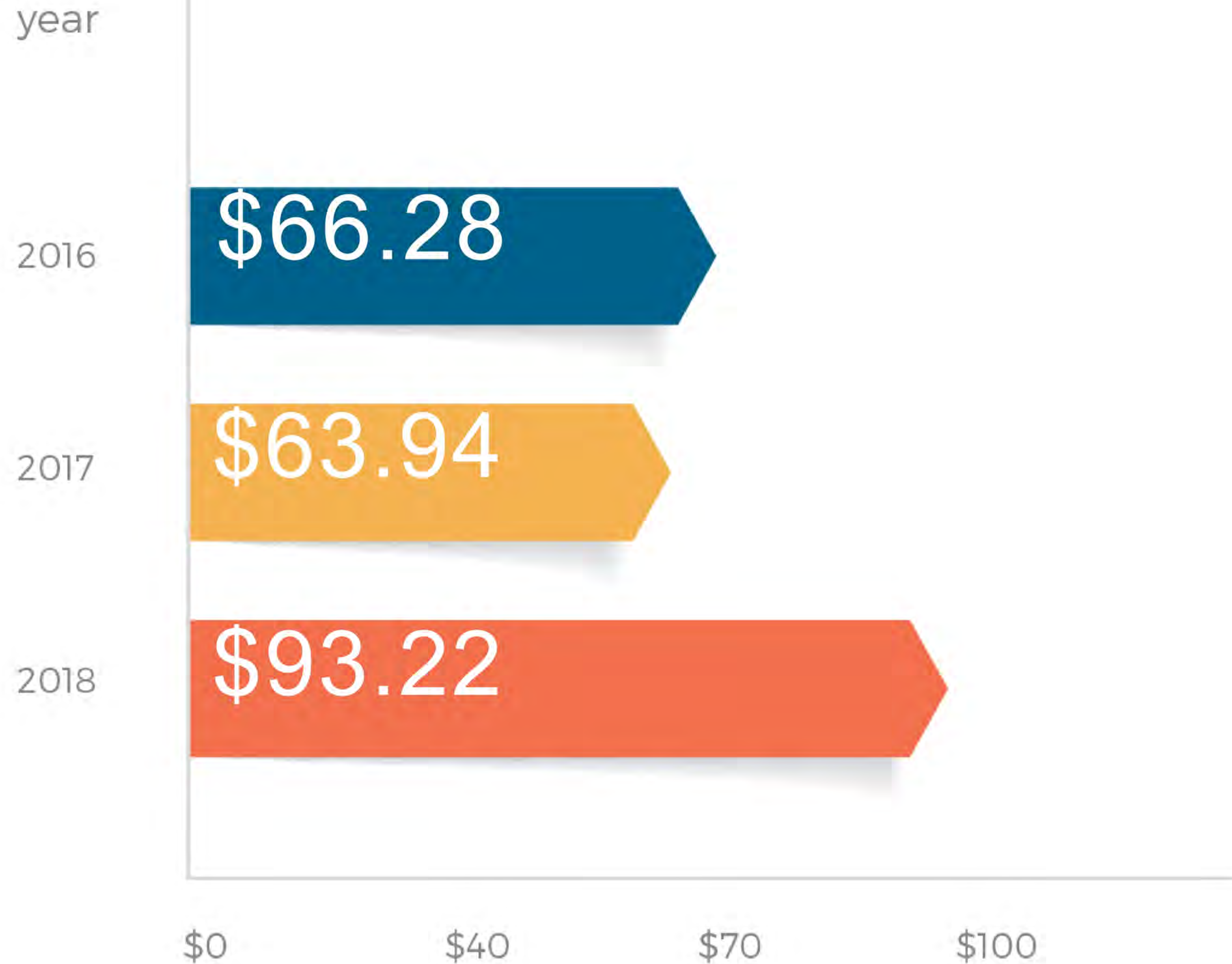
WHY IS A LEVY INCREASE NEEDED?

- The Regular levy generates about \$1 million a year, which is earmarked to pay off a \$10 million bond associated with the 2005 construction of the new hospital project.
- But the district spends \$3-5 million every year on needed capital projects. That means patient and other hospital revenues are being used for capital projects.

DUE TO THE UNCERTAINTY IN HEALTHCARE REIMBURSEMENT WE NEED A SUSTAINABLE SOLUTION TO HELP FINANCE CAPITAL PROJECTS THAT ENSURE CONTINUED DELIVERY OF HIGH-QUALITY CARE CLOSE TO HOME.



Total property tax paid to hospital per
\$100,000 of assessed property value



HOW MUCH WILL WE PAY?

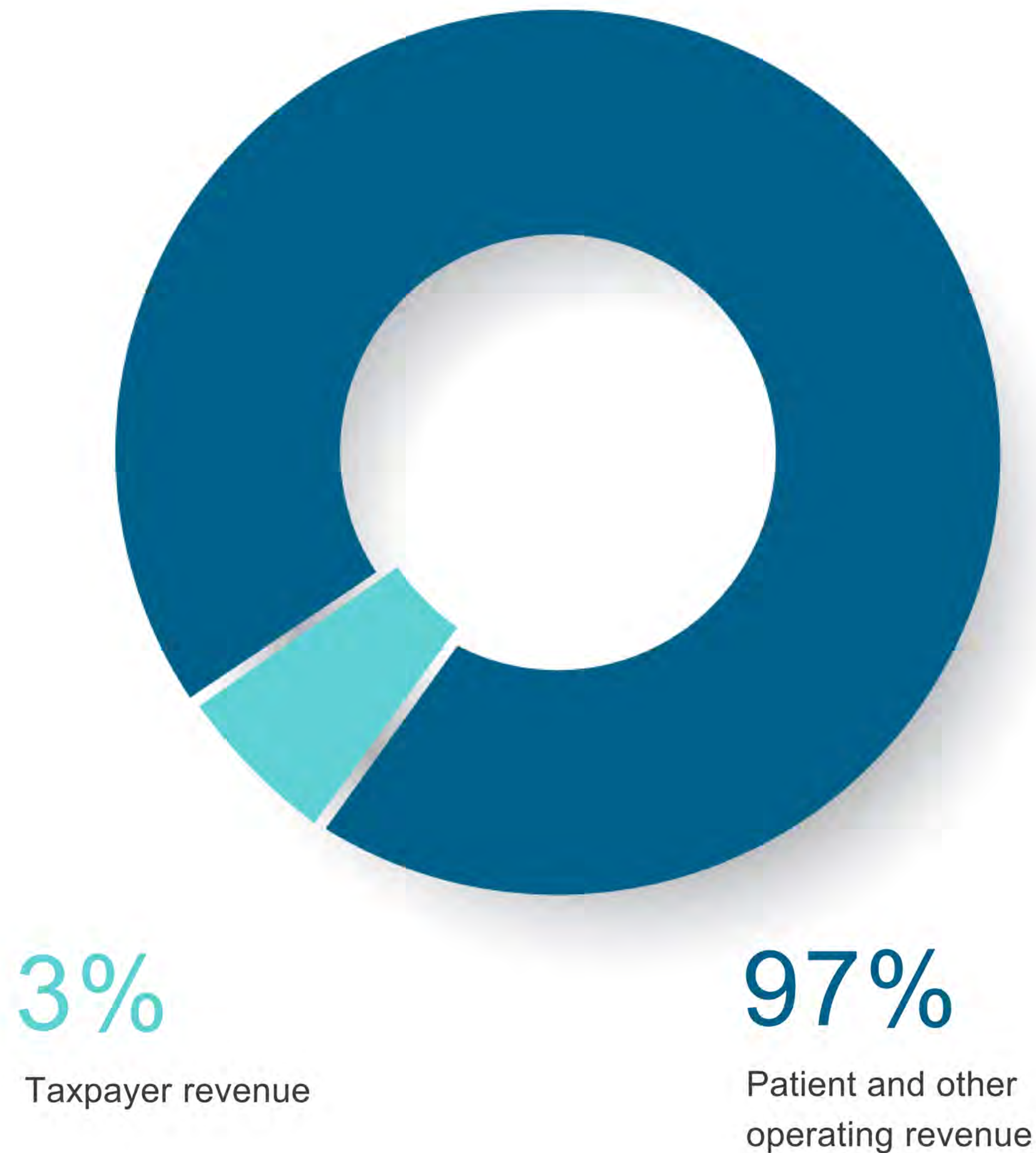
District residents pay the **lowest property tax rate** in Skagit County.

Even with the levy rate increase, residents will pay one of the lowest – if not the lowest – tax rate.

A property valued at \$400,000 currently pays \$256 per year. If approved, the new amount would be \$373. This is an increase of \$117.



Island Hospital's \$100M Budget



YOUR SUPPORT IS CENTRAL TO OUR SUCCESS

Community support – from volunteers to financial support – is central to our success.

Total Hospital tax levies account for 3% of our annual \$100 million budget, but they help ensure facilities and equipment are maintained and upgraded as needed to deliver quality health care services.



TRACK RECORD OF FISCAL RESPONSIBILITY

This is the first time in more than 30 years that voters are being asked to increase the Regular levy. In 1987 it was \$21 per \$100,000 of assessed property value. This year, the Regular levy was only \$19.

IH Medical Arts Pavilion 2012 -- Built utilizing a Federal program saving \$2 million in construction costs.





KEEP HIGH QUALITY CARE CLOSE TO HOME

We are asking district residents to help close the funding gap by considering a 31-cent increase per \$1,000 of assessed property value in our Regular property tax levy on the August 1, 2017 ballot.



Island Hospital was No. 1 in the state for lowest readmission rates in 2015



“100 top hospitals” in the nation for performance improvement



One of the most innovative small hospitals in the U.S.



One of the highest inpatient satisfaction and lowest cost by discharge in Washington State



Island is one of only 10 WA hospitals ranked a 4-Star Hospital by Medicare, based on patients' survey responses



Island Hospital ranks among the top 10 of all Washington hospitals based on a survey that measured adverse effects suffered by surgical patients during hospital stays

OUR PATIENTS COME FIRST

Island Hospital has won numerous awards over the years for our high-quality of service and patient satisfaction.

Questions?



Bicycle Corrals

A Bicycle Parking Solution
for Anacortes

What is a **Bicycle Corral**?



A group of bike racks located in the parking lane.



Bikes Mean Business!

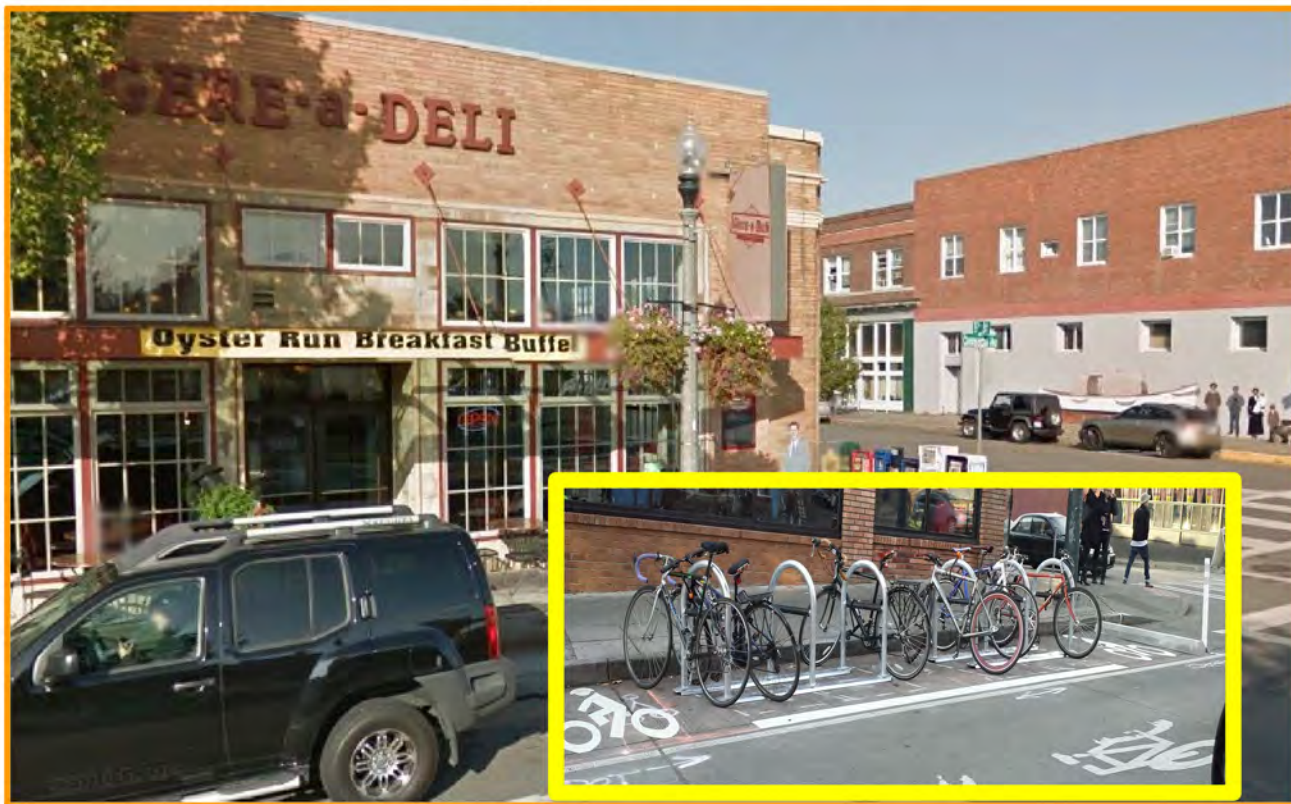
- Accessible
- Visible
- Welcoming



Bicycle Corrals use empty space!

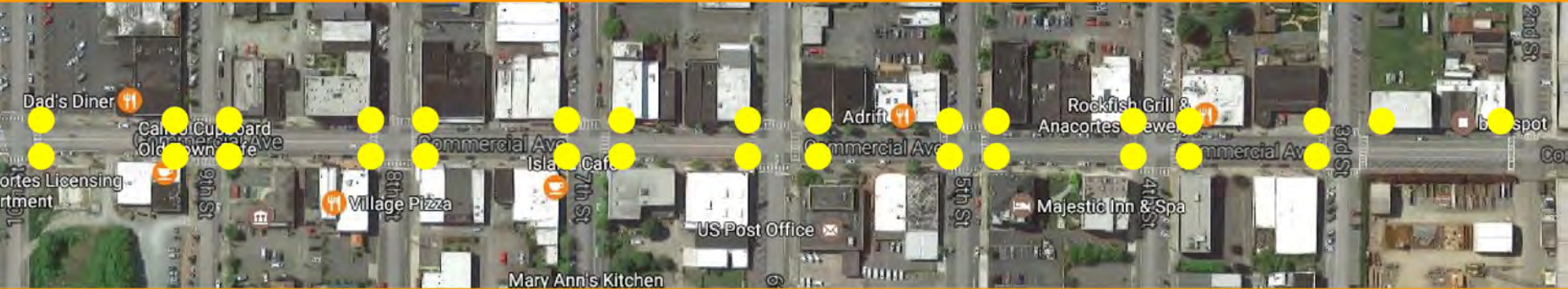


Easy to install!



How about three?

We have a few options...





Bicycle Corrals



★★★Anacortes Celebrates★★★



★INDEPENDENCE★DAY★

Join the town for a traditional Independence Day celebration. Show your patriotic colors!

Patriotic Community Event

Mon., July 3, 5:30-7:30pm

Heart of Anacortes, 4th & O

This patriotic event honors those who have served our country. There will be music, entertainment and food bring the family and honor our veterans while having fun too.



Town Picture

Tues., July 4, 10am

5th & Commercial

Join your neighbors & fellow community members in a photoshoot by the Anacortes American celebrating our fair city!



Independence Day Parade

Tues., July 4, 11am

Downtown

Decorated floats & marching bands are encouraged to enter awards contest; winners will be announced at Rock the Dock.

Rock the Dock

Tues., July 4, 3:30pm

Seafarer's Park, 601 Seafarers Way

Family fun continues at the Port of Anacortes event, complete with a fireworks display at dusk. Fireworks donations welcome - Anacortes Parks Foundation PO Box 1902, Anacortes, WA 98221



Patriotic Community Event

- ★ Monday, July 3rd
- ★ 5:30 – 7:30 at the Heart of Anacortes
- ★ Music, food, short speeches, entertainment
- ★ Opportunity to say thank you to veterans
- ★ Mary Snyder or Gary Robinson 293.1918

Town Picture

- ★ Tuesday, July 4th
- ★ 10:00 AM
- ★ 5th and Commercial
- ★ Anacortes American

Parade

- ★ Tuesday, July 4th 11:00 AM
- ★ Downtown / Commercial
- ★ Two ways to participate
 - ★ Show up in the traditional fashion (no prizes)
 - ★ Pre-register win big prizes
- ★ Candy throwing and catching
- ★ Sylvia Cooper – 299.0953

Rock the Dock

- ★ Tuesday, July 4th
- ★ 3:30 PM
- ★ Seafarer's Park
- ★ Music, food, entertainment, etc.
- ★ Port of Anacortes

Fireworks finale

- ★ Tuesday, July 4th
- ★ Approximately 10 PM
- ★ Barge launch from in front of Seafarer's Park
- ★ Donations needed
 - ★ Utility bill
 - ★ Anacortes Parks Foundation, P.O. Box 1902
 - ★ Anacortesparksfoundation.org
 - ★ City Hall



Questions, Comments, Help



City Council Agenda Bill

Meeting Date: 6/12/2017 **Agenda Item:** 7d

Subject: Skagit County Interlocal funding agreement for EDASC

Staff Contact: Steve Hoglund

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

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

Summary Statement: Skagit County has agreed to award \$7200 towards the City's EDASC dues out of its Economic Development monies.

Background: Skagit County annually contributes funds via interlocal agreement to cities in Skagit County that are to be used toward economic development, and specifically used for the membership fees the City pays to EDASC.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Annually since 2009 the City and County have entered into an Interlocal agreement to provide the City with County Economic Development funds to help pay EDASC membership fees.

Competing Viewpoints Considered: Do not accept the money, pay the membership fees out of our own fund balance.

Recommended Motion: I move to adopt the proposed Interlocal to authorize the Economic Development funding agreement between the City and Skagit County.

Alternative Actions: Do not adopt the Interlocal agreement

Attachments (listed in order presented): Funding Interlocal agreement & County Resolution.

FUNDING AGREEMENT

BETWEEN

SKAGIT COUNTY AND CITY OF ANACORTES

Skagit County, through the Department of Administrative Services (hereinafter referred to as County) and City of Anacortes (hereinafter referred to as Recipient), for and in consideration of the mutual benefits do hereby agree as follows:

1. Purpose: The purpose of the contract is to distribute economic development funds pursuant to RCW 82.14.370. Future economic development projects require input from the County's Cities and Towns and it is imperative that they remain members of the Economic Development Alliance of Skagit County. Given the current economic downturn and the constraint it has placed on municipal budgets, it is recognized that this stop-gap funding mechanism will allow Cities and Towns to continue to participate as members.
2. Scope of Work: Recipient will use the funds distributed under this contract pursuant to the intent and purpose of RCW 82.14.370. Further, Recipient is to use such funds as reimbursement for payments made to the Skagit County Economic Development Alliance of Skagit County for the calendar year 2017.
3. Payment: County will compensate Recipient a maximum of \$7,200, chargeable to GL expenditure code # 342 585024110. Recipient shall submit a statement of work describing the use of funds distributed by the County and the County upon receipt of appropriate documentation shall distribute a portion of the awarded funding as determined by the County Contract Representative described in Paragraph 6.1 of this Contract. However, such payments shall not occur more often than monthly, through the County voucher system. The County Contract Representative has the sole discretion of determining what appropriate documentation is required in order for Recipient to receive a distribution of funds under this Agreement.
4. Recipient agrees that in the event the county or other state or federal agency finds that the funds distributed pursuant to this agreement violate any state or federal laws including but not limited to the primary purpose for which funds pursuant to this agreement are being given, Recipient agrees to return the funds provided by County under this agreement to County including any penalties and interest, and agrees to hold County harmless and indemnify County for distributing such funds contrary to state or federal law. Further, in the event that funds provided to Recipient under this agreement are used for a purpose other than what was originally described in its application of funds, the Recipient agrees to return such funds to the County upon demand.
5. The parties agree that Recipient is an independent contractor and not an employee, or agent of Skagit County. Recipient hereby agrees not to make any representations to any third party or to allow such third party to remain under the misimpression that Recipient is

an employee, independent contractor, or agent of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement. Recipient will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Recipient represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

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

6.1 The County's representative shall be the Budget and Finance Director:
Trisha Logue
1800 Continental Place, Suite 100
Mount Vernon, WA 98273

6.2 Recipient's representative shall be the Finance Director:
Steve Hoglund
P.O. Box 547
Anacortes, WA 98221

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

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

employees or volunteers shall be excess of Recipient's insurance and shall not contribute to it.

8. This Contract shall commence on January 1, 2017 and continue until either party terminates by giving 30 days' notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, or until the County has distributed all funds which it has allocated to the Recipient pursuant to Resolution #R20170108, but in no event shall the contract continue for more than one year from January 1, 2017.

9. The Recipient shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

10. The Recipient will secure, at his own expense, all personnel required in performing said services under this Contract. Recipient shall be personally liable for applicable payroll, Labor and Industries premiums, and all taxes, and shall hold the County harmless from any claims related thereto.

11. Right to Review: This contract is subject to review by the State Auditor's office. The County or its designee shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on-site inspection by County agents or employees, and inspection of all records of other materials, which the County deems pertinent to the Agreement and its performance. Recipient shall preserve and maintain all financial records and records relating to this project under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

12. Acknowledgement of Funding: All books, informational pamphlets, press releases, research reports, articles, requests for information, signs or other public notices developed for or referring to the activities or programs funded by this agreement shall include the statement, "This project received funding from Skagit County," or similar language acknowledging Skagit County's funding contribution. Further, Recipient shall notify the County (or Administrative Services) no later than two weeks before a dedication ceremony or public event for any activities or programs funded by this agreement. Recipient shall also make efforts to verbally acknowledge the County's contributions to the Recipient at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.

13. Prevailing Wages: If Prevailing Wages are applicable to the work provided under the Agreement then Recipient shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Recipient for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-

filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

14. Nondiscrimination: During the performance of this contract, the Recipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Recipient shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

15. Compliance with Applicable Law: The Recipient and all subcontractors of Recipient shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); safety and health regulations. In the event of the Recipient's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Recipient is responsible for any and all costs or liability arising from the Recipient's failure to so comply with applicable law.

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

17. No Separate Legal Entity: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement.

18. Termination of Contract for Cause

a. If, through any cause, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Recipient shall violate any of its covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the Recipient describing such default or violation. Further, in the event Recipient fails to

expend funds under this contract in accordance with State or Federal laws and/or the provisions of the agreement, the County reserves to right to recapture funds expended to Recipient in an amount equal to the extent of the noncompliance.

b. The County may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

19. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Recipient shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. Nonassignability: Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Recipient.

21. Taxes: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Recipient or its staff shall be the sole responsibility of the Recipient.

City of Anacortes

Signature

(Date _____)

Print Name

Title

Mailing Address:

Telephone No. _____

Fed. Tax ID # _____

Contractor Lic. #. _____

DATED this _____ day of _____, 2017.

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

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Attest:

Lisa Janicki, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

RESOLUTION NO. .

**AWARDING GRANT FUNDING FOR
ECONOMIC DEVELOPMENT / PUBLIC FACILITIES PROJECTS**

WHEREAS on May 4, 1998, the Board of Skagit County Commissioners adopted Ordinance 16979 authorizing a .04% sales tax rebate from Washington State for public facility financing pursuant to Chapter 366, Laws of 1997; and

WHEREAS on May 18, 1998, the Board of Skagit County Commissioners adopted Resolution 16991, establishing the Distressed Counties Public Facilities Fund #342 to account for the sales tax revenue returned by Washington State and the expenditures thereof; and

WHEREAS on May 3, 1999, the Board of Skagit County Commissioners adopted Resolution 17426, establishing an Advisory Committee and a process for receiving and evaluating public facility proposals; and

WHEREAS on June 21, 1999, the Board of Skagit County Commissioners adopted Ordinance 17478 authorizing an additional .04% sales tax rebate from Washington State for public facility financing pursuant to Chapter 311, Laws of 1999; and

WHEREAS on April 12, 2000, the Board of Skagit County Commissioners adopted Resolution 17837, issuing bonds of \$8,000,000 to finance public facility projects within Skagit County with the principal and interest to be repaid from the sales tax collected; and

WHEREAS on June 25, 2007, the Board of Skagit County Commissioners adopted Ordinance O20070006, authorizing an additional .01% sales tax rebate from Washington State for Public facility financing pursuant to Chapter 478, Laws of 2007; and

WHEREAS on May 1, 2007, the Washington State Legislature passed House Bill 1543 which allows public facility moneys to be used to pay for personnel in economic development offices; and

WHEREAS the Advisory Committee met on May 3, 2017 to evaluate and discuss project submittals and recommend ten public facility projects and funding for personnel at the Economic Development Association of Skagit County (EDASC); and

WHEREAS the Board of County Commissioners has reviewed and revised the recommendations from the Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED that the following funding be awarded from the Rural Distressed County sales tax authorized by the State of Washington and Skagit County Ordinances and Resolutions:

Port of Skagit County – Fiber Optics - \$1,200,000

Port of Skagit County – Peak Sherpa Project - \$300,000

City of Sedro-Woolley – SR 20 East Lane Widening & Safety Improvements - \$300,000

Port of Anacortes – Pier 2 Bulkhead Wall Improvements - \$300,000

EDASC – Operations (Staffing) - \$200,000

City of Anacortes - EDASC - Investment - \$7,200
City of Burlington - EDASC - Investment - \$7,500
City of Mount Vernon - EDASC - Investment - \$10,000
City of Sedro-Woolley - EDASC - Investment - \$2,000
Town of La Conner - EDASC - Investment - \$1,000
Skagit County - EDASC - Investment - \$47,000

All agencies awarded grant funds shall enter into an agreement with Skagit County further outlining the structure of the award. Grant funds will be disbursed on a reimbursement basis as the projects are constructed.

IN TESTIMONY WHEREOF, WE HEREUNTO SET OUR HANDS AND THE OFFICIAL
SEAL OF OUR OFFICE THIS 22 day of May, 2017.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON



Ron Wesen
Ron Wesen, Chair

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Lisa Janicki
Lisa Janicki, Commissioner

ATTEST:

Amber Epps
Clerk of the Board

RECOMMENDED:

Lisa Gagne
Department Head

APPROVED AS TO FORM:

N. R. [Signature] (5/18/2017)
Deputy Prosecuting Attorney



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning June 19, 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.

June 19, 2017

June 26, 2017

July 3, 2017

Special Meeting: THIS MEETING WILL BE CANCELLED IN LIEU OF COMMUNITY INDEPENDENCE DAY CELEBRATION. DO NOT SCHEDULE ANY BUSINESS THIS NIGHT.

July 10, 2017

- Community Action of Skagit County 2016 Impact Report

July 17, 2017

July 24, 2017

August 7, 2017

August 14, 2017

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Jun 12, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Jun 13, 2017, 4:30 PM, Mayor's Office
- Public Works, Monday, Jun 19, 2017, 5:00 PM, Public Works Director's Office, City Hall
- 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
