



**Anacortes City Council**  
**Municipal Building Council Chambers**  
**904 Sixth Street**

**May 22, 2017**  
**6:00 p.m.**

**PRELIMINARY AGENDA**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
  - a. Parks & Recreation Committee
  - b. Planning Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
  - a. Minutes of May 15, 2017
  - b. Approval of Claims in the amount of: \$197,492.78
  - c. Contract Modification: Furnish & Install Traveling Screens at Water Treatment Plant (16-042-WTR-001)
  - d. Contract Modification: Storvik Park Spraypad and Restroom Project (14-014-IDS-002)
  - e. Contract Modification: 2017 Asphalt Overlay Project (17-003-TRN-001)
  - f. Interlocal Agreement for Outdoor Video Services
6. **Public Hearings**
7. **Other Business**
  - a. \* Library Update (Discussion)
  - b. Franchise Agreement: Wave (Discussion/Possible Action)
  - c. \* Resolution 1987: Interlocal Cooperative Purchasing Agreement with US Communities (Discussion/Possible Action)
  - d. Ordinance 3004: Amending AMC 19.16 (Discussion/Possible Action)
8. **Adjournment**

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

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



## Anacortes City Council

### Proposed Agenda Items for the Next Eight Weeks Beginning June 5, 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 5, 2017

- Contract Award: Water Treatment Plant LED Lighting Retrofit & Upgrade Project
- Closed Record Public Hearing: CUP-2017-0001, Anacortes School District, Cap Sante High School Portable(s) at SE corner of 22nd Street & "J" Avenue
- Request for Final Plat Approval: PUD-2011-0001, Jacob's Meadow, D Avenue/30th Street (Discussion/Possible Action)

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#### June 12, 2017

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#### June 19, 2017

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#### June 26, 2017

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#### July 3, 2017

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

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#### July 10, 2017

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#### July 17, 2017

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#### July 24, 2017

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#### Upcoming City Council Committee Meetings

*The public is welcome to attend City Council Committee Meetings.*

- Parks & Recreation, Thursday, May 18, 2017, 6:00 PM, Main Conference Room, City Hall
- Planning, Monday, May 22, 2017, 5:00 PM, Main Conference Room, City Hall
- Housing Affordability & Community Services, Thursday, Jun 1, 2017, 1:30 PM, City Hall
- Public Works, Monday, Jun 5, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Jun 12, 2017, 5:00 PM, Main Conference Room, City Hall

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## **City Council Minutes – May 15, 2017**

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Mayor Laurie Gere called to order the regular Anacortes City Council meeting of May 15, 2017 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, Bruce McDougall and Matt Miller were present. The assembly joined in the Pledge of Allegiance.

### **Announcements and Committee Reports**

Committee Appointments: Mayor Pro-Tem Walters announced that following the resignation of councilmember John Archibald and the appointment of councilmember Bruce McDougall, he would like to appoint Mr. McDougall to the committees on which Mr. Archibald previously served. Ms. Lovelett moved, seconded by Mr. Miller, to approve the appointment of Bruce McDougall to the Planning, Finance and Personnel committees. The motion passed unanimously by voice vote. Mr. Miller observed that Mr. Archibald had also served on the Traffic Safety Committee which was scheduled to meet the following morning.

Public Safety Committee: Mr. Miller reported from the committee meeting the previous Tuesday at which the members discussed the volunteer firefighter program. Mr. Miller expressed that he was generally happy with the volunteer program but that Council needed to look at the value proposition of the program in light of the \$50K budget amendment proposed by Fire Chief Richard Curtis to support it. He also reported that all was reported well at the police department. Ms. Lovelett added that the group had discussed the challenge of retaining trained volunteer firefighters given the higher rates of volunteer pay in surrounding jurisdictions.

Public Works Committee: Ms. Lovelett reported from the committee meeting earlier in the evening at which the members discussed a long list of topics including the storm utility outreach campaign in the June utility bills, the fiber optic project, Cartegraph asset management software, sidewalk projects, intake water screen replacement at the water treatment plant, the wastewater treatment plant outfall and incinerator scrubber projects, and the seasonal paving projects already underway. Mr. Johnson added that WSDOT would not be paving SR20 spur into and through Anacortes as planned in 2017 because the bids came in too high. Councilmembers expressed concern about the delay in the much needed repairs to the heavily traveled roadway. Mayor Gere said WSDOT might still put the project back out to bid in September and indicated that staff would convey Council's concern to WSDOT.

Mr. Miller reported from the Skagit County Law and Justice Task Force meeting the prior Wednesday at which it was reported that hiring was going well for the new jail and the facility was expected to be staffed and operational in August. He added that the new jail did include secure space for mental health and drug treatment programs. Mr. Miller said electeds may be invited to tour the facility in July. He also reported on a presentation about a new program in Mount Vernon serving the homeless.

Mayor Gere reported on the successful free spring clean up held on May 13 which served 398 vehicles and filled three dump trucks. She thanked public works staff for working that Saturday morning and thanked citizens for cleaning up the town.

Mayor Gere announced the Anacortes Community Task Force stakeholder meeting scheduled for May 16, 2017 at 7:00 p.m. in the City Council chambers. The mayor advised that the task force was formed in 2014 in response to concerns about the negative effects of drugs and alcohol in the community and aimed to help children and families promote healthy choices, build awareness about drugs and alcohol, and develop a safe place for kids and teens. She added that the latest Healthy Youth survey results would be reviewed at the meeting.

### **Public Comment**

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

### **Consent Agenda**

Mr. Walters removed Items 5a and 5d from the Consent Agenda. Ms. Lovelett moved, seconded by Mr. Johnson, to approve the following Consent Agenda items. The motion passed unanimously by voice vote.

- b. Approval of Claims in the amount of: \$373,960.53
- c. Contract Modification: WWTP Sewage Sludge Incinerator Scrubber Improvement Project (15-032-SEW-002)
- e. Street Fair Applications: Anacortes Waterfront Festival/Majestic Glass Corvette Club and Anacortes Jingle Bell Dash

The following vouchers/checks were approved for payment:

EFT numbers: 84883 through 84929, total \$55,180.17

Check numbers: 84930 through 84963, total \$206,612.93

Wire transfer numbers: 215622 through 216272, total \$115,644.45

- a. Minutes of May 8, 2017

Regarding the Historic Preservation Board annual report on page 2 of the draft minutes, Mr. Walters asked to amend the minutes to add that his great great grandparents had built the Sage home which was awarded the 2017 Preservation Award. Mr. Walters moved to approve the minutes of May 8, 2017 with that addition. The motion passed unanimously by voice vote.

- d. Interlocal Agreement with Skagit County: Mutual Assistance on Minor Projects

Mr. Walters disclosed that as a fixed salary employee of Skagit County, one of the contracting parties to the agreement, under RCW 42.23.040 he had a remote interest in the agreement and for the city to enter into the agreement his vote could not be counted. Ms. Lovelett asked for a summary of the revisions between the proposed contract and the prior version. City Attorney Darcy Swetnam said that the prior version of the agreement in place since 2014 had anticipated the city obtaining services from Skagit County and that the proposed 2017 agreement included reciprocal provisions for services that might be provided by the city to the county, as well as revised indemnification language. Mr. Walters confirmed with Public Works Director Fred Buckenmeyer that there was no specific project planned for which the city would provide services to the county. Ms. Lovelett moved, seconded by Mr. Adams, to approve the interlocal agreement with Skagit County for mutual assistance on minor projects. The motion passed unanimously by voice vote with Mr. Walters abstaining.

### **PUBLIC HEARINGS**

#### **Community Development Block Grant (CDBG): Review and Approve 2017/2018 Action Plan**

Planning, Community and Economic Development Director Don Measamer advised that the present meeting concluded the public hearing and comment period on the 2017/2018 Action Plan and reported that no comments on the plan had been received and only two applications for funding had been received, as described in the draft plan. Mr. Measamer said that CDBG funds for 2017/2018 had now been approved by Congress but not yet distributed by HUD. Staff had been told that Anacortes could expect



funding at a similar level to 2016/2017, likely to be distributed in September, and had also been instructed that Council could adopt the Action Plan as presented so that it could be submitted to HUD as soon as funding was distributed. Mr. Johnson confirmed that the funding allocations presented in the draft plan would be adjusted proportionally depending on the final funding from HUD.

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

Mr. Johnson commended Joann Stewart for so skillfully managing the complex CDBG grant. Mr. Adams moved, seconded by Mr. Miller, to adopt the CDBG 2017/2018 Action Plan as presented. Vote: Ayes – Walters, Pickett, Adams, Lovelett, McDougall, Miller and Johnson. Motion carried.

## **OTHER BUSINESS**

### **Northwest Career and Technical Academy Update by Director Lynette Brower**

Lynette Brower, Director of the Northwest Career and Technical Academy (NCTA), updated Council on the many programs offered and students served by the NCTA. Ms. Brower's slide presentation was added to the packet materials for the meeting. She explained that NCTA is one of sixteen skills centers across the state devoted to preparing students for high demand, high wage, regionally specific careers. Ms. Brower emphasized that the NCTA was part of the K-12 education system and so was entirely free to students who earned credits toward high school graduation as well as college credit for their half-day participation in its programs. She summarized the many partners in the NCTA including all six school districts in Skagit County, Skagit Valley College, and Meridian and Bellingham school districts in Whatcom County. Ms. Brower described the different programs offered at the Academy's five campuses, its state of the art facility in Mount Vernon, and how the academy offerings fit into the series of K-12 options for students to explore future careers. Ms. Brower responded to councilmember questions about how service clubs and the city might further the services offered to students by NCTA, noting that the programs were free to students but that the Academy's funding depended on enrollment so increasing awareness of the program's offerings and benefits would serve all students.

Mayor Gere invited members of the audience to comment on this agenda item. No one present wished to address the Council. Mayor Gere thanked Ms. Brower for her presentation and for the Academy's efforts to prepare students for successful careers.

### **EDASC Update by Executive Director John Sternlicht**

Executive Director John Sternlicht reported on recent developments and accomplishments at the Economic Development Alliance of Skagit County (EDASC) including progress towards its strategic plan goals of business retention and expansion, business recruitment and capacity building. His slide presentation was added to the packet materials for the meeting. Mr. Sternlicht characterized EDASC as *the* economic development organization for the entire county which he said was more efficient and successful than each city and the county supporting its own economic development department. He said EDASC takes a broad view of economic development including workforce development and described EDASC's work to support education, affordable housing and childcare to support an abundant and skilled workforce. Mr. Sternlicht described the Alliance's efforts to facilitate transitions of ownership to retain businesses as their founders retire. He then outlined its work to recruit businesses that fit Skagit County locations in terms of size, culture and industry and exploring resources to assist in redevelopment of brownfield sites, noting that site selection is now virtually all performed on line. Mr. Sternlicht listed elements of the strategic plan to build economic development capacity in the county including the fiber optic network, the tourism promotion area, workforce development, and site analysis.

He then described focused initiatives in Anacortes including work with the Marine Trades Association, the Port of Anacortes, the Anacortes Chamber of Commerce, and the city on the Maritime Economic Development Strategy. Mr. Sternlicht outlined the organizational shifts in the organization since his appointment several years prior and explained the change in its revenue structure to a 50/50 public/private membership based model. Mr. Sternlicht responded to councilmember questions about how EDASC has inventoried and made Anacortes business sites available for search on its website, how it targets businesses that fit with business sectors identified by Anacortes as desirable, and how EDASC supports small businesses.

#### **Ordinance 3004: Amending AMC 19.16**

City Attorney Darcy Swetnam introduced an ordinance to amend Anacortes Municipal Code Chapter 19.16. Her slide presentation was added to the packet materials for the meeting. Ms. Swetnam reminded that development regulations and procedural rules had been adopted in December with the understanding that revisions would follow to continually improve procedures, including the current proposal which had been prepared in response to valuable public feedback. She then explained that AMC 19.16 provides procedures for legislative matters including comprehensive plan updates but exempts the 6-year capital facilities financing plan (CFP) from the public participation requirements. Ms. Swetnam outlined the policy issues surrounding the CFP including the public's desire for input, state law governing CFP and comprehensive plan updates, and the need to allow for more frequent updates than for the rest of the comprehensive plan. She then summarized the content of draft Ordinance 3004 to specify the requirements and procedural rules for updating the CFP.

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

Ms. Lovelett requested that the ordinance come back to Council for consideration at its next meeting to provide additional time to review the new material. Ms. Swetnam concurred.

#### **Heart Lake Milfoil and Algae Treatments**

Parks & Forestlands Manager Jonn Lunsford introduced a discussion of Heart Lake and possible treatments for milfoil and algae in the lake. Mr. Lunsford summarized the history of the issue as detailed in the packet materials for the meeting. He said that if the city wanted to keep the lake open for recreation, the recommendation from the Forest Advisory Board and staff was to treat the milfoil in the lake with the herbicide fluridone during summer 2017 and to follow up with an algae treatment using aluminum sulfate (alum) in the spring of 2018. Mr. Lunsford advised that he had applied to the Department of Ecology for a permit to apply herbicides at the lake in order to allow Council to exercise that option during the 2017 season if it chose to do so; he said the lead time for permitting necessitated early permit application.

Mr. Lunsford responded to councilmember questions about the results of testing with different herbicide treatments at Heart Lake and elsewhere around the state, about the possibility of dredging the lake as an alternative to herbicides, about the ongoing expense of continued treatments to keep the lake open for established recreational uses, and about the relative priority of treating Heart Lake compared to other identified park capital and maintenance expenditures. Parks & Recreation Director Gary Robinson emphasized that past public input had favored maintaining the lake to allow boating, fishing and swimming. He said he proposed to fund the 2017/2018 treatments with \$100K of banked quarry revenue and \$100K of cash reserves. Mr. Lunsford added that the city had approximately \$34K of DOE grant funding available that it could apply to the alum portion of the project.

Noting the considerable ongoing cost to maintain the lake for recreational uses, Mr. Walters urged adopting a five-year program by resolution to ensure that funds are not wasted by not carrying the task to

completion. Mayor Gere and councilmembers inquired about the timeline for making a decision. Mr. Lunsford said that the current grant funding was for the 2017/2018 biennium and that the milfoil would need to be addressed in July or August if Council opted to treat it in 2017. Mr. Adams, who served on the Heart Lake Master Plan committee, strongly supported rehabilitating the lake for recreational uses.

Mayor Gere invited members of the audience to comment.

Marty Laumbattus, longtime member of the Forest Advisory Board, assured Council that the Board had discussed this question for a long time and did not take chemical application lightly. He endorsed Mr. Walters' idea of resolving to keep the lake open for recreation and said he'd like to see city move forward. Mr. Laumbattus noted that during the summer of 2016 the lake was essentially unusable for recreation and said the city would need to budget for the long term to manage vegetation in the lake.

Ms. Lovelett asked if there was money in the 2017/2018 budget for this item and Mr. Robinson said no. Ms. Lovelett asked for a budget for the project in the context of the parks master plan. Mr. Walters said that Heart Lake should be included in the capital facilities plan. Mr. Johnson suggested that some funding might also be available from the Parks Foundation. Ms. Pickett asked for more information about how much it would cost to dredge the lake and how likely that might be to be successful. Mr. Miller agreed with Mr. Walters and Mr. Laumbattus to adopt a resolution specifying a long term plan. Mr. Johnson suggested a planning horizon of ten years rather than five given the potential duration of treatments. Mr. Adams favored authorizing Mr. Lunsford to apply for the DOE permit, then developing an action plan to adopt by resolution. He suggested that the Parks & Recreation Committee address this question at its meeting later in the week. Mayor Gere confirmed that the remainder of the councilmembers were comfortable with that approach. Mr. Lunsford alerted councilmembers that public notice would appear in the *Anacortes American* that the city had applied for a permit to apply herbicides at Heart Lake to open a public comment period. Council could later determine whether or not to exercise the permission granted by the permit.

Mayor Gere asked if any other members of the audience wished to comment.

Brian Wetcher, longtime member of the Forest Advisory Board, reminded Council that Heart Lake was designated as a recreational area unlike most of the ACFL which is managed as a natural area. He said the vegetation in the lake was preventing traditional recreational uses. Mr. Wetcher explained that the city had already invested years and funds in extensive study, public input and planning to reach the Board's current recommendation. He said that rising temperatures and increasing vegetation were compounding the problem each year and said that naturally without intervention the lake would eventually become a meadow. He warned that toxic algae blooms create a liability for the city. Mr. Wetcher said the time to act is now and that while the Forest Board had been reluctant to endorse the use of chemicals in the lake alum and fluridone were more benign than any of the other chemicals proposed and cheaper than hand removal. He suggested that Herrera Environmental present its findings to Council to convey the results of research already completed. He reminded that the quarry revenue fund was designed for projects like this. Mr. Wetcher concluded that the city would be fighting a natural process to keep the lake open for recreational use but said that's the adopted mandate.

There being no further business, at approximately 8:30 p.m. the Anacortes City Council meeting of May 15, 2017 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the May 22, 2017 City Council meeting:  
[Download this file in OpenDocument spreadsheet format.](#)

| Invoice Doc # | Transaction Date | Invoice #           | Vendor # | Vendor Full Name              | Description                                   | Total Amount |
|---------------|------------------|---------------------|----------|-------------------------------|-----------------------------------------------|--------------|
| 215984        | 4/28/2017        | A06123/1            | 00021    | ACE HARDWARE                  | TOILET PLUNGER                                | \$10.84      |
| 216228        | 5/4/2017         | U84080/1            | 00021    | ACE HARDWARE                  | FERTILIZER - PLANTAR BOXES                    | \$19.52      |
| 216450        | 5/10/2017        | 915336/1            | 00021    | ACE HARDWARE                  | COUPLING - STORVIK SPRAY PARK                 | \$6.82       |
| 216460        | 5/11/2017        | 915437/1            | 00021    | ACE HARDWARE                  | WATER MONITORING STATION SUPPLIES             | \$35.12      |
| 216545        | 5/12/2017        | Ace 915523/1        | 00021    | ACE HARDWARE                  | OFFICE SUPPLIES                               | \$8.67       |
| 216603        | 5/16/2017        | 1318                | 09794    | ACME CREATIVE                 | PHOTO OF COUNCILMEMBER MCDOUGALL FOR THE WALL | \$184.45     |
| 215847        | 4/25/2017        | 112-8022238-0869000 | 08811    | AMAZON.COM                    | FINANCE - USB STICK                           | \$5.41       |
| 215815        | 4/26/2017        | 114-0989739-0381008 | 08811    | AMAZON.COM                    | SOLAR POWERED SPIDER ROBOT                    | \$2.65       |
| 215814        | 4/26/2017        | 114-2155880-3032240 | 08811    | AMAZON.COM                    | THAMES & KOSMOS WIND POWER 3.0 SCIENCE        | \$128.11     |
| 215987        | 4/29/2017        | 113-7455669-8274639 | 08811    | AMAZON.COM                    | COMPOSITION BOOKS                             | \$15.67      |
| 216114        | 5/1/2017         | 111-0433078-6293853 | 08811    | AMAZON.COM                    | HEADSETS AND BATTERIES FOR FIBER PROJECT      | \$379.00     |
| 216113        | 5/1/2017         | 114-0895665-2684208 | 08811    | AMAZON.COM                    | LABEL MAKER ITEMS - BROTHER CARRY CASE        | \$86.10      |
| 216152        | 5/1/2017         | 114-3121679-9285864 | 08811    | AMAZON.COM                    | CASH BOX                                      | \$31.23      |
| 216229        | 5/4/2017         | 112-7056925-5624230 | 08811    | AMAZON.COM                    | 2.4 GHZ WIRELESS REMOTE CLICKER               | \$14.99      |
| 216282        | 5/5/2017         | 112-8498803-5265816 | 08811    | AMAZON.COM                    | ANTI FOG SAFETY GLASSES                       | \$39.30      |
| 216516        | 5/15/2017        | 111-7140862-8755412 | 08811    | AMAZON.COM                    | LATEX GLOVES MEDIUM                           | \$16.45      |
| 214999        | 2/8/2017         | 3/6/17              | 00148    | ANACORTES CHAMBER OF COMMERCE | CHAMBER OF COMMERCE MONTHLY LUNCH DON M       | \$15.00      |
| 216445        | 5/12/2017        | 12A05986            | 00180    | ANACORTES TOWING LLC          | TOWING; APD CASE 17-A03270                    | \$162.75     |
| 216484        | 5/12/2017        | 17A03318            | 00180    | ANACORTES TOWING LLC          | TOWING; APD CASE #17-A03318                   | \$162.75     |
| 216418        | 5/10/2017        | 1990159534          | 06718    | ARAMARK                       | STA 3 MAT SERVICE: 5/10                       | \$21.70      |
| 216422        | 5/11/2017        | 1990161630          | 06718    | ARAMARK                       | STA 2 MAT SERVICE: 5/11                       | \$21.70      |
| 216435        | 5/11/2017        | 1990161631          | 06718    | ARAMARK                       | STA 1 MAT SERVICE: 5/11                       | \$21.70      |
| 216372        | 5/11/2017        | 1990161636          | 06718    | ARAMARK                       | NYLON MATS CLEANED                            | \$16.28      |
| 216437        | 5/11/2017        | 1990161642          | 06718    | ARAMARK                       | LAUNDRY SVC FOR OPS & PARKS                   | \$66.81      |
| 216393        | 5/11/2017        | 1990161643          | 06718    | ARAMARK                       | CLEANING OPS. FLOOR MATS                      | \$23.07      |



| Invoice Doc # | Transaction Date | Invoice #              | Vendor # | Vendor Full Name               | Description                                                       | Total Amount |
|---------------|------------------|------------------------|----------|--------------------------------|-------------------------------------------------------------------|--------------|
| 216487        | 5/15/2017        | 1990165670             | 06718    | ARAMARK                        | LAUNDRY SERVICE FOR WWTP                                          | \$74.03      |
| 215875        | 4/25/2017        | 15                     | 00306    | BAYSHORE OFFICE PRODUCTS INC   | GROMMET                                                           | \$8.46       |
| 216343        | 5/10/2017        | 725356                 | 00306    | BAYSHORE OFFICE PRODUCTS INC   | OFFICE SUPPLIES; ENVELOPES, CDS, MARKERS, PAPER PADS              | \$198.88     |
| 216427        | 5/10/2017        | 725423                 | 00306    | BAYSHORE OFFICE PRODUCTS INC   | EXHIBIT SUPPLIES                                                  | \$112.79     |
| 216601        | 5/11/2017        | 725465                 | 00306    | BAYSHORE OFFICE PRODUCTS INC   | RED PENS - PLANNING - LIBBY                                       | \$31.73      |
| 216419        | 5/12/2017        | 725763                 | 00306    | BAYSHORE OFFICE PRODUCTS INC   | CALCULATOR AND LOG BOOK                                           | \$25.50      |
| 216565        | 5/16/2017        | 725968                 | 00306    | BAYSHORE OFFICE PRODUCTS INC   | NAMEPLATE COUNCILMEMBER MCDOUGALL                                 | \$12.59      |
| 216458        | 5/15/2017        | 16-001-SEW-001         | 08868    | BIANCHI CONSTRUCTION, LLC      | RETAINAGE RELEASE                                                 | \$14,276.06  |
| 216497        | 5/10/2017        | 81469^                 | 00369    | BLYTHE PLUMBING & HEATING INC  | FURNISH & INSTALL NEW DAMPER MOTOR AND PC BOARD AT FIDALGO CENTER | \$485.69     |
| 216569        | 5/16/2017        | April PW Director      | 06902    | BUCKENMEYER, FRED              | TRAINING AND MILEAGE                                              | \$72.76      |
| 216568        | 5/16/2017        | 2060675                | 09961    | CARDINAL HEALTH 110, INC.      | PHARMACEUTICALS                                                   | \$105.37     |
| 216538        | 5/12/2017        | 9788000000             | 00494    | CASCADE NATURAL GAS CORP.      | STA 3: 4/12 - 5/11                                                | \$29.05      |
| 216525        | 5/15/2017        | AN 50828               | 00524    | CENTRAL WELDING SUPPLY CO, INC | MILD STEEL WIRE, TIP CONTACT MILLER                               | \$109.65     |
| 216600        | 5/16/2017        | Travel reimb           | 04256    | CERVANTES, JOSE                | REIMB MEALS AND MILEAGE ACCS CONF                                 | \$108.50     |
| 216465        | 5/10/2017        | 92097422               | 01061    | CHEMTRADE CHEMICALS US LLC     | ALUM SULFATE                                                      | \$4,754.68   |
| 216350        | 5/10/2017        | Fuel 622150            | 00550    | CHEVRON AND TEXACO UNIVERSAL   | FUEL FOR MEETING WITH FOSTER PEPPER RE WTP                        | \$39.31      |
| 216604        | 5/9/2017         | 5007804249             | 00007    | CINTAS CORPORATION             | FIRST AID SUPPLIES - VARIOUS DEPTS                                | \$420.91     |
| 216454        | 5/10/2017        | 8498 30 017<br>0490698 | 04412    | COMCAST                        | CITY HALL INTERNET CONNECTION 5/20-6/19/17                        | \$186.12     |
| 216453        | 5/10/2017        | 8498 30 030<br>0111230 | 04412    | COMCAST                        | WTP 14489 RIVER BEND RD. - 5/19-6/18/17                           | \$231.53     |
| 216452        | 5/11/2017        | 8498 30 017<br>0464628 | 04412    | COMCAST                        | WA PARK INTERNET SERVICE - 5/21-6/20/17                           | \$96.12      |
| 215873        | 4/25/2017        | 0188-481335            | 03816    | CONSOLIDATED ELECTRICAL        | PROPANE LIGHT FIXTURE PARTS                                       | \$22.84      |
| 216151        | 5/3/2017         | 0188-481562            | 03816    | CONSOLIDATED ELECTRICAL        | ELECTRICAL PARTS FOR FIBER PROJECT                                | \$126.63     |
| 216222        | 5/3/2017         | 0188-481610            | 03816    | CONSOLIDATED ELECTRICAL        | FACILITY REPAIR ITEMS                                             | \$106.46     |
| 216225        | 5/4/2017         | 0188-481636            | 03816    | CONSOLIDATED ELECTRICAL        | PVC ELBOWS FOR FIBER PROJECT                                      | \$5.51       |
| 216596        | 5/16/2017        | 76439-0359-90          | 00675    | COUSINS, RICHARD               | PHARMACY COPAY, LEOFF1 RETIREE, DOS: 4/27/17                      | \$72.88      |
| 216492        | 5/15/2017        | 170225                 | 10544    | CRALEY GROUP LIMITED           | FIBER MICRO-DUCT SYSTEM - STAGE 2                                 | \$87,105.04  |
| 216587        | 5/10/2017        | HE0003                 | 10563    | DANA E. OTTERHOLT D.D.S.       | DENTAL SERVICES, GERALD HEIN, LEOFF1 RETIREE                      | \$1,747.90   |



| Invoice Doc # | Transaction Date | Invoice #           | Vendor # | Vendor Full Name               | Description                                               | Total Amount |
|---------------|------------------|---------------------|----------|--------------------------------|-----------------------------------------------------------|--------------|
| 216441        | 5/12/2017        | cpls                | 00765    | DEPARTMENT OF LICENSING        | CPLS TO D.O.L.; APRIL 2017                                | \$480.00     |
| 216483        | 5/15/2017        | 211435              | 00768    | DEPT OF LABOR & INDUSTRIES     | RENEWAL FOR ANNUAL OPERATING CERTIFICATIONS FOR ELEAVTORS | \$437.40     |
| 216589        | 5/15/2017        | 10084               | 10589    | DIETRICH, JERRY                | SIDEBARD AD SILVER STRIDER MAGAZINE -                     | \$100.00     |
| 215901        | 4/27/2017        | 2035364             | 10581    | DOT GOV                        | GOV DOMAIN NAME                                           | \$400.00     |
| 216344        | 5/10/2017        | REIMB               | 07841    | DOTZAUER, TRAVIS J             | TRAINING DT INSTRT CLASS; OFC DOTZAUER                    | \$403.00     |
| 216518        | 5/12/2017        | 1677704715018       | 08912    | EBAY OR PAYPAL                 | PHOENIX 27-XL PIPE JOINT LUBRICANT FOR FIBER PROJECT      | \$68.97      |
| 215846        | 4/26/2017        | ER-75331            | 10577    | E-RIGGING.COM                  | GALVANIZED CABLE REEL FOR FIBER PROJECT                   | \$832.00     |
| 216429        | 5/12/2017        | WAANA90671          | 00939    | FASTENAL CO                    | STRETCH WRAP                                              | \$60.97      |
| 216529        | 5/10/2017        | 0546381             | 00932    | FERGUSON ENTERPRISES, INC      | MXU 11 YR PRORATION                                       | \$3,226.26   |
| 216394        | 5/10/2017        | 119192              | 08654    | FIDALGO AUTO PARTS - NAPA      | HITCH FOR #424                                            | \$23.53      |
| 216369        | 5/10/2017        | 186323              | 00950    | FIDALGO BAY COFFEE INC         | 1ST FLOOR BREAKROOM SUPPLIES                              | \$186.00     |
| 216567        | 5/16/2017        | 186316              | 00950    | FIDALGO BAY COFFEE INC         | COFFEE 3RD FLOOR                                          | \$93.00      |
| 215902        | 4/27/2017        | 20-26485669         | 01015    | FRED PRYOR SEMINARS            | K. KNAPP DEALING W/ DIFFICULT PEOPLE SEMINAR              | \$99.00      |
| 216550        | 5/11/2017        | 007517017           | 00368    | GALLS LLC - DBA BLUMENTHAL UNI | UNIFORM PATROL JACKET; CORP FARRELL                       | \$585.16     |
| 216104        | 4/26/2017        | 728846              | 05284    | GUARDIAN SECURITY SYSTEMS INC  | WWTP 500 T AVE                                            | \$1,576.00   |
| 216106        | 4/26/2017        | 728861              | 05284    | GUARDIAN SECURITY SYSTEMS INC  | LIBRARY 1120 10TH ST                                      | \$877.13     |
| 216198        | 4/27/2017        | 733633              | 05284    | GUARDIAN SECURITY SYSTEMS INC  | WT PRESTON INTERPRETIVE CENTER 713 R AVE                  | \$330.00     |
| 216197        | 4/27/2017        | 733639              | 05284    | GUARDIAN SECURITY SYSTEMS INC  | FIDALGO CENTER 1701 22ND ST                               | \$785.15     |
| 216337        | 4/28/2017        | 733771              | 05284    | GUARDIAN SECURITY SYSTEMS INC  | VOLUNTEER PARK - 1915 13TH ST                             | \$91.38      |
| 216335        | 4/28/2017        | 733819              | 05284    | GUARDIAN SECURITY SYSTEMS INC  | AFD #2 5209 SUNSET AVE                                    | \$10.85      |
| 216284        | 5/4/2017         | 10437484            | 01165    | HACH COMPANY                   | BUFFER POWDER PILLOWS/DISPOSABLE WIPES                    | \$658.55     |
| 216364        | 5/11/2017        | 257661              | 09899    | HARGETT, KENNETH               | REIMBURSE FOR CDL PHYSICAL TO KEN                         | \$85.00      |
| 216148        | 5/1/2017         | 731161007248        | 07231    | HOME DEPOT                     | STORAGE ITEM                                              | \$97.60      |
| 216481        | 5/10/2017        | 8563 00058 70209    | 07231    | HOME DEPOT                     | REPAIR ITEM CITY HALL                                     | \$9.85       |
| 216566        | 5/16/2017        | 7057                | 01269    | HOW IT WORKS, INC              | PHOTO OF MAYOR GERE                                       | \$14.67      |
| 216531        | 5/9/2017         | 21999               | 08541    | JET CITY TRUCKING & AGGREGATE  | SAND FOR WATER DEPT. STOCKPILE                            | \$234.36     |
| 216572        | 5/16/2017        | may training cherri | 01436    | KAHNS, CHERRI                  | MILEAGE CHERRI TRAINING MAY 5 2017                        | \$15.30      |
| 216602        | 5/11/2017        | 300157286           | 01443    | KCDA PURCHASING COOPERATIVE    | COPY PAPER 8.5 X 11 - 3RD FLOOR                           | \$252.98     |

| Invoice Doc # | Transaction Date | Invoice #         | Vendor # | Vendor Full Name               | Description                                                       | Total Amount |
|---------------|------------------|-------------------|----------|--------------------------------|-------------------------------------------------------------------|--------------|
| 216386        | 5/9/2017         | 087683            | 01493    | KIWANIS NOON CLUB OF ANACORTES | PARKS - FLAGS                                                     | \$313.57     |
| 216391        | 5/10/2017        | 2258              | 10157    | KODIAK INDUSTRIAL SOLUTIONS    | RHINO LININGS COATING @ WASHINGTON PARK CAMPGROUND MEN'S RESTROOM | \$16,087.50  |
| 216549        | 5/16/2017        | 17132             | 01542    | LANGUAGE EXCHANGE INC, THE     | INTERPRETER                                                       | \$150.00     |
| 216599        | 5/16/2017        | Pay Application 2 | 01546    | LARRY BROWN CONSTRUCTION INC   | DOWNTOWN SIDEWALKS PHASE 1 - 3RD STREET                           | \$3,359.77   |
| 215877        | 4/25/2017        | 51076             | 01564    | LEFEBER TURF FARM              | SOD FOR STORVIK PARK                                              | \$692.32     |
| 216548        | 5/11/2017        | 117123            | 06793    | LEGEND DATA SYSTEMS INC        | PASSPORT COLLECTORS, HELMET SHIELDS FOR                           | \$306.57     |
| 216353        | 5/10/2017        | 53353             | 01657    | MARINE SUPPLY & HARDWARE       | 1 X 2" BR. NIPPLE                                                 | \$9.22       |
| 215807        | 4/24/2017        | 277465            | 00408    | MARKET LLC, THE                | POPSICLES                                                         | \$4.99       |
| 216410        | 5/12/2017        | refund monroe     | 10588    | MONROE, ANNIE                  | REFUND - CANCELLATION OF PICNIC                                   | \$56.00      |
| 216485        | 5/11/2017        | 2017H012          | 01709    | MPI-MCNEILL POLYGRAPH & INVEST | PRE-EMPLOYMENT POLYGRAPHS; TWO POLICE OFC CANDIDATES              | \$400.00     |
| 216470        | 5/15/2017        | 50512             | 05335    | NETWORK COMPUTING ARCHITECTS   | BARRACUDA SOFTWARE SUBSCRIPTION                                   | \$2,565.49   |
| 216182        | 5/3/2017         | 74678172          | 01938    | NORTHERN TOOL & EQUIPMENT CO   | ROUGHNECK DIGITAL OIL CONTROL VALVE METER                         | \$146.54     |
| 216297        | 5/9/2017         | Incin Modify Rqst | 01908    | NORTHWEST CLEAN AIR AGENCY     | MODIFICATION REVIEW OF EXISTING ORDER                             | \$1,139.00   |
| 216593        | 5/9/2017         | 71563             | 03535    | NPELRA                         | PELRA WEBINAR TRAINING, 6/21/17                                   | \$89.00      |
| 215842        | 4/24/2017        | 0170454-IN        | 06422    | NURNBERG SCIENTIFIC            | BOD NUTRIENT BUFFER PILLOWS                                       | \$220.09     |
| 216150        | 5/1/2017         | 0170818-IN        | 06422    | NURNBERG SCIENTIFIC            | SULFURIC ACID AND AMMONIA                                         | \$141.57     |
| 216519        | 5/12/2017        | 683768387         | 01997    | ORIENTAL TRADING CO INC        | SUPPLIES FOR FISHING DERBY                                        | \$51.94      |
| 216389        | 5/10/2017        | 8392              | 08981    | PACIFIC NORTHWEST FIREWOOD     | FIREWOOD-WP-RESALE ITEM                                           | \$1,050.00   |
| 216361        | 5/10/2017        | 001-368733        | 02109    | PISTON SERVICE OF ANACORTES    | FILTERS FOR #850                                                  | \$11.52      |
| 216398        | 5/10/2017        | 001-368818        | 02109    | PISTON SERVICE OF ANACORTES    | FUEL FILTER FOR PARTS INVENTORY                                   | \$8.98       |
| 216395        | 5/11/2017        | 001-368920        | 02109    | PISTON SERVICE OF ANACORTES    | HUB CAP - SMALL PLASTIC CAP #842                                  | \$19.06      |
| 216396        | 5/11/2017        | 001-368921        | 02109    | PISTON SERVICE OF ANACORTES    | RPLACEMENT PIN & CABLES FOR #842                                  | \$9.20       |
| 216498        | 5/12/2017        | 001-368979        | 02109    | PISTON SERVICE OF ANACORTES    | 112 COMBINATION #704                                              | \$22.77      |
| 216399        | 5/11/2017        | 233               | 09690    | PRECISION TREE SERVICE         | REMOVAL OF 3 LEANING ALDER TREES IN                               | \$2,712.50   |
| 216421        | 5/10/2017        | 0038353-IN        | 02199    | PUGET SAFETY EQUIPMENT         | CREWS SAFETY GLASSES - OPEN HOUSE                                 | \$45.57      |
| 216560        | 5/10/2017        | 101100116         | 02192    | PUGET SOUND ENERGY             | CONVERSION OF OVERHEAD LINES TO                                   | \$21,785.00  |
| 216367        | 5/10/2017        | 220006944312      | 02192    | PUGET SOUND ENERGY             | CASINO DRIVE UNDER TWIN BRIDGES, 4/6 -                            | \$73.26      |
| 216374        | 5/10/2017        | PSE1677           | 02192    | PUGET SOUND ENERGY             | 1100 ST. RT. 20 ELECTRICITY                                       | \$19.33      |
| 216552        | 5/13/2017        | 300000000343      | 02192    | PUGET SOUND ENERGY             | ELECTRICITY - ALL PARKS, CEM, FC,                                 | \$3,749.41   |
| 216555        | 5/13/2017        | 300000004923      | 02192    | PUGET SOUND ENERGY             | STATIONS 1 & 2: 4/6 - 5/5                                         | \$604.85     |
| 216527        | 5/13/2017        | 300000008114      | 02192    | PUGET SOUND ENERGY             | SKYLINE STREET LIGHTS                                             | \$198.31     |
| 216022        | 4/28/2017        | 15454633          | 10583    | RENOVATOR'S SUPPLY             | MAINTENANCE SUPPLIES - CARNEGIE                                   | \$107.85     |
| 216457        | 5/12/2017        | 98799841          | 01351    | RICOH USA, INC                 | S/N C32029555 CITY HALL COPIER 3RD 5/1-5/31/17                    | \$377.31     |

| Invoice Doc # | Transaction Date | Invoice #      | Vendor # | Vendor Full Name              | Description                                           | Total Amount |
|---------------|------------------|----------------|----------|-------------------------------|-------------------------------------------------------|--------------|
| 216370        | 5/10/2017        | 3359-100358365 | 10169    | RISE VISION                   | MONITOR DISPLAY CITY HALL & APD                       | \$130.20     |
| 215841        | 4/24/2017        | 50001868830    | 02342    | SAFEWAY INC                   | TRACK AND FIELD SUPPLIES                              | \$25.91      |
| 216387        | 5/8/2017         | 16001216691    | 02342    | SAFEWAY INC                   | FANCY NANCY SUPPLIES                                  | \$43.22      |
| 216517        | 5/11/2017        | 21001475793    | 02342    | SAFEWAY INC                   | REFRESHMENTS - GROUNDBREAKING 1.5 MIL                 | \$21.16      |
| 216438        | 5/11/2017        | 2434320        | 02342    | SAFEWAY INC                   | ICE FOR THE LAB                                       | \$108.15     |
| 216373        | 5/11/2017        | 627697         | 03768    | SAN DIEGO POLICE EQUIP CO INC | AMMUNITION FOR TRAINING                               | \$772.73     |
| 216283        | 5/5/2017         | 31427552       | 02381    | SCIENTIFIC SUPPLY & EQUIP INC | FILTER PAPER AND ALUMINUM WEIGHING DISHES             | \$507.62     |
| 215883        | 4/27/2017        | 139219         | 02280    | SCOTT RICHARDS INSURANCE, INC | INSURE DEPOT MADRONE GROVE SCULPTURES                 | \$380.22     |
| 216455        | 5/12/2017        | 140432         | 02280    | SCOTT RICHARDS INSURANCE, INC | POLICE CHIEF CRIME INSURANCE RENEWAL                  | \$857.00     |
| 216456        | 5/12/2017        | 140433         | 02280    | SCOTT RICHARDS INSURANCE, INC | CITY CLERK/CASH HANDLER CRIME INSURANCE               | \$71.00      |
| 215806        | 4/24/2017        | A14572         | 02405    | SEBO'S DO-IT CENTER           | STRIPING PAINT - STORVIK                              | \$13.00      |
| 215808        | 4/24/2017        | A14816         | 02405    | SEBO'S DO-IT CENTER           | WA PARK GARBAGE CAN REPAIR                            | \$868.00     |
| 215843        | 4/25/2017        | A15328         | 02405    | SEBO'S DO-IT CENTER           | FASTENERS/PADLOCK                                     | \$27.85      |
| 215844        | 4/25/2017        | A15420         | 02405    | SEBO'S DO-IT CENTER           | FASTENERS & PADLOCK                                   | \$33.45      |
| 215845        | 4/25/2017        | A15598         | 02405    | SEBO'S DO-IT CENTER           | FASTENERS/BIT/STENCIL                                 | \$17.83      |
| 215874        | 4/26/2017        | A16533         | 02405    | SEBO'S DO-IT CENTER           | TOOL FOR INVENTORY                                    | \$6.07       |
| 215876        | 4/26/2017        | A16747         | 02405    | SEBO'S DO-IT CENTER           | FASTENERS/ADHESIVE/NYLON LINE                         | \$57.46      |
| 215985        | 4/28/2017        | A17761         | 02405    | SEBO'S DO-IT CENTER           | BALLFIELD SUPPLIES                                    | \$58.86      |
| 216112        | 5/1/2017         | A19438         | 02405    | SEBO'S DO-IT CENTER           | WELDING VISOR/SHIELD                                  | \$20.60      |
| 216146        | 5/2/2017         | A19944         | 02405    | SEBO'S DO-IT CENTER           | TOOL FOR INVENTORY                                    | \$19.52      |
| 216147        | 5/2/2017         | A20075         | 02405    | SEBO'S DO-IT CENTER           | PARTS FOR OPS                                         | \$40.28      |
| 216179        | 5/3/2017         | A20511         | 02405    | SEBO'S DO-IT CENTER           | FACILITY REPAIR ITEMS                                 | \$8.32       |
| 216180        | 5/3/2017         | A20592         | 02405    | SEBO'S DO-IT CENTER           | BASEBALL FIELDS PARTS                                 | \$6.05       |
| 216226        | 5/4/2017         | A21095         | 02405    | SEBO'S DO-IT CENTER           | SPRAY PAINT/BRUSHES FOR BALLFIELDS                    | \$19.92      |
| 216227        | 5/4/2017         | A21147         | 02405    | SEBO'S DO-IT CENTER           | WET SET CEMENT, PVC COUPLINGS, PIPE FOR FIBER PROJECT | \$12.13      |
| 216223        | 5/4/2017         | A21227         | 02405    | SEBO'S DO-IT CENTER           | FACILITY USE ITEMS                                    | \$86.79      |
| 216224        | 5/4/2017         | A21333         | 02405    | SEBO'S DO-IT CENTER           | FACILITY REPAIR ITEMS                                 | \$6.49       |
| 216285        | 5/5/2017         | A21600         | 02405    | SEBO'S DO-IT CENTER           | CABLE TIES - DEPOT                                    | \$16.26      |
| 216286        | 5/5/2017         | A21635         | 02405    | SEBO'S DO-IT CENTER           | FULL CIRCLE BUBBLER                                   | \$7.15       |
| 216280        | 5/5/2017         | A21676         | 02405    | SEBO'S DO-IT CENTER           | QUICK LINK, FASTENERS                                 | \$50.09      |
| 216449        | 5/9/2017         | A23524         | 02405    | SEBO'S DO-IT CENTER           | BUSHING, SLIP CAP, PVC TEE-STORVIK                    | \$97.54      |
| 216385        | 5/9/2017         | A26062         | 02405    | SEBO'S DO-IT CENTER           | X-LINE                                                | \$14.09      |
| 216406        | 5/10/2017        | A24453         | 02405    | SEBO'S DO-IT CENTER           | BALLFIELD SUPPLIES                                    | \$13.87      |
| 216448        | 5/10/2017        | A24582         | 02405    | SEBO'S DO-IT CENTER           | VALVES, ELBOWS - STORVIK SPRAY PARK                   | \$155.08     |
| 216407        | 5/10/2017        | A24906         | 02405    | SEBO'S DO-IT CENTER           | EXTENSION CORD                                        | \$34.71      |

| Invoice Doc # | Transaction Date | Invoice #              | Vendor # | Vendor Full Name               | Description                               | Total Amount |
|---------------|------------------|------------------------|----------|--------------------------------|-------------------------------------------|--------------|
| 216409        | 5/11/2017        | 3350                   | 02405    | SEBO'S DO-IT CENTER            | FLUTED WHEEL HANDLE                       | \$4.32       |
| 216526        | 5/11/2017        | 3351                   | 02405    | SEBO'S DO-IT CENTER            | HANDLE, SCREWS, FOR #11-939               | \$56.95      |
| 216479        | 5/11/2017        | A25062                 | 02405    | SEBO'S DO-IT CENTER            | WEEDEATER STRING                          | \$15.18      |
| 216420        | 5/11/2017        | A25168                 | 02405    | SEBO'S DO-IT CENTER            | VALVE BOX/ADAPTERS FOR STORVIK SPRAY      | \$28.05      |
| 216482        | 5/11/2017        | A25379                 | 02405    | SEBO'S DO-IT CENTER            | CEMENT/PRIMER/ELBOW                       | \$27.62      |
| 216514        | 5/12/2017        | A25541                 | 02405    | SEBO'S DO-IT CENTER            | CABLE TIES/PLIERS                         | \$29.27      |
| 216515        | 5/12/2017        | A25552                 | 02405    | SEBO'S DO-IT CENTER            | LINK CHAIN                                | \$31.77      |
| 216547        | 5/16/2017        | 3064                   | 02405    | SEBO'S DO-IT CENTER            | ELBOWS, UNIONS, ADAPTER AND CONNECTORS    | \$40.94      |
| 216535        | 5/2/2017         | 2017                   | 02514    | SKAGIT CO FIRE CHIEFS ASSN     | 2017 MEMBERSHIP DUES                      | \$238.00     |
| 216351        | 4/25/2017        | 00330                  | 03884    | SKAGIT COUNTY BAR ASSN         | AWARD CEREMONY FOR LIBERTY BELL           | \$70.00      |
| 216451        | 5/15/2017        | 2017LAWLIB             | 02508    | SKAGIT COUNTY LAW LIBRARY      | PUB DEF LAW LIBR ACCESS                   | \$50.00      |
| 216462        | 5/10/2017        | 558911                 | 02468    | SKAGIT COUNTY SOLID WASTE FUND | SOLID WASTE                               | \$38.73      |
| 216561        | 5/10/2017        | 1044340                | 02519    | SKAGIT PUBLISHING LLC          | PUBLISH AA-1614999 AA-1617132             | \$146.16     |
| 216590        | 5/12/2017        | 31985                  | 02520    | SKAGIT SOILS                   | SOIL - STORVIK                            | \$859.32     |
| 216592        | 5/15/2017        | 31996                  | 02520    | SKAGIT SOILS                   | SOIL - STORVIK                            | \$429.66     |
| 216591        | 5/16/2017        | 31991                  | 02520    | SKAGIT SOILS                   | SOIL - STORVIK PARK                       | \$429.66     |
| 216359        | 5/9/2017         | 4125642                | 04285    | SKAGIT VALLEY POLARIS KAWASAKI | SEAL CALIPER OUTER & INNER FOR #838       | \$35.83      |
| 216363        | 5/10/2017        | 293262                 | 02549    | SMILEY'S INC                   | REPAIR #842, SAFETY CHAINS, HOOKS,        | \$90.81      |
| 216281        | 5/5/2017         | I-70505-14             | 04735    | SOUND CEDAR CO                 | SPLIT CEDAR RAILS -ACFL                   | \$102.23     |
| 216580        | 5/11/2017        | 1162540                | 02681    | SURETY PEST CONTROL            | STA 2 SERVICE - MAY                       | \$44.49      |
| 216533        | 5/15/2017        | 5/15/2017              | 06174    | SWAN, SHARON                   | SUBSISTENCE: WFCA CONFERENCE              | \$82.00      |
| 216378        | 5/11/2017        | COA0517                | 09183    | SYSTEMS DESIGN WEST, LLC       | AMBULANCE SERVICE BILLING APRIL           | \$3,698.95   |
| 216388        | 5/10/2017        | 170431                 | 04831    | T-SHIRTS BY DESIGN             | VOLLEYBALL T SHIRTS                       | \$832.74     |
| 216464        | 5/15/2017        | 170414                 | 04831    | T-SHIRTS BY DESIGN             | SCREEN PRINTING ON SAFETY VESTS           | \$217.00     |
| 216400        | 5/9/2017         | 274883                 | 09522    | U.S. MOWER                     | DEFLECTOR SHIELD FOR #704                 | \$95.91      |
| 216339        | 5/10/2017        | 1Z5W5A83039233<br>9776 | 02817    | UNITED PARCEL SERVICE          | RETURN ITEM TO JOTTO DESK                 | \$20.29      |
| 216473        | 5/13/2017        | 00005W5A83197          | 02817    | UNITED PARCEL SERVICE          | UPS SHIPPING CHARGES; WEEK ENDING 5-13-17 | \$23.95      |
| 216570        | 5/13/2017        | 000099E018197          | 02817    | UNITED PARCEL SERVICE          | SHIPPING (PPE REPAIR)                     | \$10.18      |
| 216537        | 5/16/2017        | 1Z99E0180391305<br>541 | 02817    | UNITED PARCEL SERVICE          | WIL RETURNING LADDER TRUCK TIP CONTROL    | \$58.82      |
| 215986        | 4/28/2017        | 1234                   | 10184    | US BANK                        | FUEL IN FORD ESCAPE                       | \$29.84      |
| 216149        | 5/2/2017         | 1378355566108          | 10184    | US BANK                        | LODGING-MARRS - AWWA CONFERENCE           | \$89.89      |
| 216349        | 5/10/2017        | PW Eng Visa            | 02896    | VISA                           | MAY TRAVEL FUEL, PARKING, AMAZON PURCHASE | \$49.04      |
| 216446        | 5/12/2017        | 80977                  | 02896    | VISA                           | MIKLASKI TRAINING 5/3-5 YAKIMA            | \$206.38     |
| 216474        | 5/10/2017        | 1384                   | 09716    | WA STATE DEPT OF AGRICULTURE   | ANNUAL INSPECTION OF EVIDENCE SCALES      | \$33.60      |

| Invoice Doc # | Transaction Date | Invoice # | Vendor # | Vendor Full Name          | Description                                        | Total Amount |
|---------------|------------------|-----------|----------|---------------------------|----------------------------------------------------|--------------|
| 216467        | 5/10/2017        | 597211    | 10092    | WALTER E NELSON CO        | PARKS DEPT FACILITY ITEMS                          | \$475.62     |
| 216471        | 5/10/2017        | 597247    | 10092    | WALTER E NELSON CO        | PARKS DEPT FACILITY ITEMS                          | \$420.94     |
| 216436        | 5/11/2017        | 9039      | 02916    | WASHINGTON FIRE CHIEFS    | ADMIN CONFERENCE                                   | \$375.00     |
| 216584        | 5/10/2017        | 117007163 | 02930    | WASHINGTON STATE PATROL   | EMPLOYEE BACKGROUND CHECKS, MUSEUM, AASEN, ELLISON | \$24.00      |
| 216564        | 5/10/2017        | 117007160 | 02930    | WASHINGTON STATE PATROL   | BACKGROUND CHECKS-COACHES                          | \$48.00      |
| 216342        | 5/10/2017        | 117007652 | 02930    | WASHINGTON STATE PATROL   | BACKGROUND CHECKS; APRIL 2017                      | \$216.00     |
| 216461        | 4/21/2017        | 04742495  | 09237    | WASHINGTON TRACTOR, INC   | MOWER FOR USE @ DIKE                               | \$2,385.92   |
| 216181        | 5/2/2017         | 333       | 02144    | WEST MARINE PRODUCTS, INC | HEADCHEM FOR PORTABLE RESTROOM                     | \$52.04      |
| 216595        | 5/12/2017        | 1449      | 02144    | WEST MARINE PRODUCTS, INC | BILGE PUMP - SAILING PROGRAM                       | \$43.38      |

**Total** **\$197,492.78**





## City Council Agenda Bill

**Meeting Date:** 5/22/2017

**Agenda Item:** 5c

**Subject:** Furnish & Install Traveling Screens at Water Treatment Plant

**Staff Contact:** Fred Buckenmeyer

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

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

**Summary Statement:** In accordance with the Article 10 - Changes in the Work; Claims provision under Contract 16-042-WTR-001, the City seeks City Council consent to issue a change order to Tiger Construction, Ltd. in the amount of \$13,725.25, increasing the total contract price to \$294,646.62. It was found that the traveling water screening waste discharge chute did not align with the current configuration in place. Additional work is necessary to modify the traveling screens. This additional work is within the boundaries of the originally contracted work.

**Background:** The existing screens which were installed in 1969 are showing signs of failure. On April 20, 2016, City staff issued an Invitation to Bid to Furnish & Install Traveling Screens at the WTP Intake Pump Station. The engineer's estimate is \$300,000 and a contract was awarded to Tiger Construction, Ltd.

|                            |                   |
|----------------------------|-------------------|
| Amount Budgeted            | \$13,500.00       |
| Budget Account (BARS)      | 401.730.534.20.48 |
| Proposed Expenditure       | \$13,725.25       |
| Budget Amendment Required? | Yes               |
| Revenue Source             | City Funds        |

| Proposed Contract |                        |
|-------------------|------------------------|
| Contractor        | Tiger Construction Ltd |
| Amount            | \$13,725.25            |
| Start Date        | Upon full-execution    |
| End Date          | 6/19/17                |

**Previous Council/Committee Action:** The original contract was awarded by City Council on 5/23/16.

**Competing Viewpoints Considered:** N/A

**Recommended Motion:** I move that City Council provide consent to issue a modification to Tiger Construction, Ltd. under Contract 16-042-WTR-001 in the amount of \$13,725.25, increasing the total contract price to \$294,646.62.

**Alternative Actions:** Not approve the modification which would cause the new traveling water screens to be unusable.

**Attachments** (listed in order presented): Modification 02 to Contract 16-042-WTR-001.

Date May 23, 2017Modification No. 02Page 1 of 1

Contract Number 16-042-WTR-001  
Contract Title Furnish & Install Traveling Screens @ Water Treatment Plant  
Prime Contractor Tiger Construction, Ltd.

**PREAMBLE**

This modification is issued under the Contract General Conditions, **Article 10 – Changes in the Work; Claims**. It was found that the traveling water screening waste discharge chute did not align with the current configuration in place. In concurrence with the Engineer's recommendation to modify the traveling water screens, the total Contract price is revised from \$280,921.37 by \$13,725.25 to \$294,646.62.

The Contract is amended as follows:

**Article I. WORK**

Under Paragraph 1.1, insert the following subparagraph 1.1.B:

- 1.1.B. Modify the head assembly including the front cover, rear enclosure, extensions chute, change piping and rework in previous fabricated part to align with the current configuration in place.

**Article 4. CONTRACT TIMES**

Paragraph 4.2 is deleted in its entirety and the following shall be inserted:

- 4.2. Days to Achieve Substantial Completion and Final Payment.  
The Work will be substantially completed by June 19, 2017, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 30 calendar days following Substantial Completion.

**Article 5. CONTRACT PRICE** is deleted in its entirety and the following shall be inserted:

- 5.1 The total contract price is **Two Hundred Ninety-Four Thousand Six Hundred Forty-Six Dollars and Sixty-Two Cents (\$294,646.62) which includes \$23,082.91 in sales tax**. The CONTRACTOR's bid schedule is incorporated by reference and attached hereto as Exhibit A.

All other terms remain unchanged.

**CITY OF ANACORTES****TIGER CONSTRUCTION, LTD.**

By \_\_\_\_\_  
Laurie Gere, Mayor

By \_\_\_\_\_

Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date \_\_\_\_\_

|                              |                     |                                           |                 |
|------------------------------|---------------------|-------------------------------------------|-----------------|
| Original Agreement Amount    | <u>\$263,655.00</u> | Original Contract Completion Date         | <u>9/6/2016</u> |
| Current Agreement Amount     | <u>\$280,921.37</u> | Current Contract Completion Date          | <u>9/6/2016</u> |
| Change Per this Modification | <u>\$ 13,725.25</u> | Net Change                                | <u>286 days</u> |
| Total After Modification     | <u>\$294,646.62</u> | Contract Completion Per This Modification | <u>6/19/17</u>  |



# City Council Agenda Bill

**Meeting Date:** 5/22/2017

**Agenda Item:** 5d

**Subject:** Contract Modification for the Storvik Park Spraypad and Restroom Project

**Staff Contact:** Gary Robinson

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

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

**Summary Statement:** In accordance with Article 9, Provision 9.07 Change Orders and Article 11, Amending the Contract Documents; Change in the Work under Contract 14-014-IDS-002, the City seeks City Council consent to issue a change order to Roosendaal Honcoop Construction, Inc in the amount of \$1,400.73, increasing the total contract price to \$400,651.87, to complete a list of seven miscellaneous items for the Storvik Park Spraypad and Restroom Project (Project).

**Background:** On September 6, 2016 the City Council awarded Contract 14-014-IDS-002 for the construction of this Project to Roosendaal Honcoop.

| Budget Impact                |                                                        |
|------------------------------|--------------------------------------------------------|
| Amount Budgeted              | \$539,000.00                                           |
| Budget Account (BARS)        | 108.410.594.76.60                                      |
| Proposed Project Expenditure | \$1,400.73                                             |
| Budget Amendment Required?   | Yes                                                    |
| Revenue Source               | Grant 335K<br>Parks Foundation 104K<br>City Funds 221K |

| Proposed Contract |                       |
|-------------------|-----------------------|
| Contractor        | Roosendaal<br>Honcoop |
| Amount            | \$1,400.73            |
| Start Date        | Notice to Proceed     |
| End Date          | 5/31/17               |

**Previous Council/Committee Action:** Original contract awarded on 9/6/16

**Competing Viewpoints Considered:** N/A

**Recommended Motion:** I move the City Council provide consent to issue a modification to Roosendaal Honcoop Construction under Contract 14-014-IDS-002 the amount of \$1,400.73 for a total contract amount of \$400,651.87.

**Alternative Actions:** N/A

**Attachments** (listed in order presented): Modification 05 to Contract 14-014-IDS-002



Contract Number 14-014-IDS-002  
Modification 05

Date May 23, 2017

Page 1 of 1 Pages

Contract Number 14-014-IDS-002

Contract Title Storvik Park Spraypad and Restroom Project

Prime Contractor Roosendaal Honcoop Construction, Inc.

**PREAMBLE**

In accordance with Standard General Conditions of the Construction Contract, Article 9, Provision 9.07 **Change Orders** and Article 11, **Amending the Contract Documents; Change in the Work**, this modification increases the price to in consideration for changes in the Work under this Project. The total contract price is revised from \$399,251.14 by \$1,400.73 to \$400,651.87.

The Contract is amended as follows:

Article 1. WORK, the following Subparagraph shall be added:

Subparagraphs 1.1.9 shall be added and read as follows:

- 1.1.9 The above Work as defined in Paragraph 1.1 is modified authorizing work as listed on COP #8 which is hereby incorporated by reference and made a part hereof.

Article 4. CONTRACT PRICE

Line Items 4.1, 4.2, 4.3 under CONTRACT PRICE are hereby revised as follows:

|                                 |                            |
|---------------------------------|----------------------------|
| 4.1 Lump Sum Subtotal:          | <b>\$369,264.40</b>        |
| 4.2 Sales Tax at 8.5 Percent:   | <b>\$ 31,387.47</b>        |
| 4.3 Based Bid (Total of Above): | <b><u>\$400,651.87</u></b> |

All other terms remain unchanged.

**CITY OF ANACORTES**

**ROSENDAAL-HONCOOP CONSTRUCTION, INC.**

By \_\_\_\_\_  
Laurie Gere, Mayor

By \_\_\_\_\_  
Signature

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

|                              |              |                                           |           |
|------------------------------|--------------|-------------------------------------------|-----------|
| Original Agreement Amount    | \$391,013.04 | Original Contract Completion Date         | 1/30/2017 |
| Current Agreement Amount     | \$399,251.14 | Current Contract Completion Date          | 5/31/2017 |
| Change Per this Modification | \$ 1,400.73  | Net Change                                | 0 days    |
| Total After Modification     | \$400,651.87 | Contract Completion Per This Modification | 5/31/2017 |





# ROOSENDAAL-HONCOOP

Full-Service Building Contractors

5977 Guide Meridian • Bellingham, WA 98226

(360)398-2800 • Fax (360)398-2830

## CHANGE ORDER PROPOSAL

Date: 5/5/17

C.O.P. # 8

Job# 1169

Project: Storvik Park

Attn.: Nicole Johnston

SPEC/DWG Ref:

Page 1 OF 1

DC/VR REF #

Description: Miscellaneous requested items.

|   | ITEM DESCRIPTION                         | QUAN  | UNIT PRICE | SUB CONTRACT | LABOR      | MATERIAL<br>EQUIPMENT |
|---|------------------------------------------|-------|------------|--------------|------------|-----------------------|
| 1 | Bollard asphalt cutting & dig out        | 2.00  | \$67.00    |              | \$134.00   |                       |
| 2 | Finish concrete for bollard              | 1.00  | \$67.00    |              | \$67.00    |                       |
| 3 | Grinding seals to fit                    | 2.00  | \$67.00    |              | \$134.00   |                       |
| 4 | Drain valve for Power/water pedistal     | 1.00  | \$250.00   |              | \$250.00   |                       |
| 5 | Sleve for Power/water pedistal           | 2.00  | \$67.00    |              | \$134.00   |                       |
| 6 | Move and level Garbage can               | 3.00  | \$67.00    |              | \$201.00   |                       |
| 7 | Reset Orcas, direction not indicated     | 2.00  | \$67.00    |              | \$134.00   |                       |
|   |                                          | -     |            |              |            |                       |
|   |                                          | -     |            |              |            |                       |
|   | SUB TOTALS                               |       |            |              | \$1,054.00 | \$0.00                |
|   | Small tools & Consumables-3% (R/H Labor) | 3.50% |            |              | \$36.89    | \$0.00                |
|   | WA Safety & Health- 2% (R/H Labor)       | 2.00% |            |              | \$21.08    | \$0.00                |
|   | INSURANCE, STATE/LOCAL B. & O. TAX       | 3.00% |            |              | \$31.62    | \$0.00                |
|   | TOTAL DIRECT JOB EXPENSE                 |       |            |              | \$1,143.59 | \$0.00                |
|   | OVERHEAD Subcontractor                   | 6.00% |            |              |            |                       |
|   | OVERHEAD                                 | 6.50% |            |              | \$74.33    | \$0.00                |
|   | SUB TOTAL                                |       |            |              | \$1,217.92 | \$0.00                |
|   | PROFIT                                   | 6.00% |            |              | \$73.08    | \$0.00                |
|   | COLUMN TOTAL                             |       |            |              | \$1,291.00 | \$0.00                |
|   | TOTAL COST                               |       |            |              |            | \$1,291.00            |

This C.O.P. Request is valid for \_\_\_\_\_ days from this date \_\_\_\_\_. Working days are estimated for a time extension required to incorporate this work into the contract. This C.O.P is based on the usual cost elements such as labor, materials, and allowed markup. It does not include any value for interference's, disruptions, unforeseen costs, overruns, rescheduling, changes in the sequence of the work, delayed and associated acceleration, extended overhead, overtime, and/or impact or inefficiency costs. We expressly reserve the right to resubmit our request for any of these items should we be faced with performing our work under any of these conditions.

SUBMITTED BY: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_





# City Council Agenda Bill

**Meeting Date:** 5/22/2017

**Agenda Item:** 5e

**Subject:** Contract Modification – 2017 Asphalt Overlay Project

**Staff Contact:** Fred Buckenmeyer

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

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

**Summary Statement:** In accordance with Provisions 1-04.4 Changes, and 1-05.1 Control of Work as cited in Standard Specifications for Road, Bridge, and Municipal Construction 2016 under Contract 17-003-TRN-001, the City seeks City Council consent to issue a change order to Colacurcio Brothers in the amount of \$62,418.55, increasing the total contract price to \$722,603.57, to prelevel selected streets for the 2017 Asphalt Overlay Project.

**Background:** During grinding existing asphalt on 3rd Street, 8th Street, 9th Street and 10th Street it was discovered that the existing asphalt was less than two inches thick. This led to most of the existing asphalt being removed while leaving thin, patchy areas of existing asphalt. The exposed subgrade had little to no crushed gravel and was primarily gravel base. The resulting subgrade surface was very irregular and paving directly over it with the planned 2 inches of asphalt would have resulted in a bumpy driving surface. The City directed the Contractor to prelevel the selected streets with HMA for Preleveling CI ½ In. PG 64-22.

| Budget Impact              |                   |
|----------------------------|-------------------|
| Amount Budgeted            | \$1,115,000.00    |
| Budget Account (BARS)      | 104.720.542.30.41 |
| Proposed Expenditure       | \$62,418.55       |
| Budget Amendment Required? | No                |
| Revenue Source             | City Funds        |

| Proposed Contract |                     |
|-------------------|---------------------|
| Contractor        | Colacurcio Brothers |
| Amount            | \$62,418.55         |
| Start Date        | Notice to Proceed   |
| End Date          | 5/19/17             |

**Previous Council/Committee Action:** Original contract awarded on 4/3/17.

**Competing Viewpoints Considered:** N/A

**Recommended Motion:** I move the City Council provide consent to issue a modification to Colacurcio Brothers under Contract 17-003-TRN-001 the amount of \$62,418.55, increasing the total contract price to \$722,603.57.

**Alternative Actions:** N/A

**Attachments** (listed in order presented): Modification 01 to Contract 17-003-TRN-001



Contract Number 17-003-TRN-001  
Modification 01

|                  |              |    |   |       |
|------------------|--------------|----|---|-------|
| Date             | May 23, 2017 |    |   |       |
| Modification No. | 01           |    |   |       |
| Page             | 1            | of | 1 | Pages |

Contract Number 17-003-TRN-001  
Contract Title 2017 Asphalt Overlay Project  
Prime Contractor Colacurcio Brothers

#### PREAMBLE

In accordance with Provisions **1-04.4 Changes**, and **1-05.1 Control of Work** as cited in Standard Specifications for Road, Bridge, and Municipal Construction 2016, this modification provides an equitable price adjustment in consideration of changes in Work as described below under Article I. During grinding existing asphalt on 3rd Street, 8th Street, 9th Street and 10th Street it was discovered that the existing asphalt was less than two inches thick. This led to most of the existing asphalt being removed while leaving thin, patchy areas of existing asphalt. The exposed subgrade had little to no crushed gravel and was primarily gravel base. The resulting subgrade surface was very irregular and paving directly over it with the planned 2 inches of asphalt would have resulted in a bumpy driving surface. The City directed the Contractor to prelevel the selected streets with HMA for Preleveling CI ½ In. PG 64-22. Accordingly, the contract price is increased from \$660,185.02 by \$62,418.55 to \$722,603.57.

#### ARTICLE I. WORK

Insert the following as *second paragraph* under Article 1:

The work as described above is hereby amended per Modification 01. To complete the asphalt overlay the City directed the Contractor to prelevel 3rd Street, 8th Street, 9th Street and 10th Street with 441.56 Tons of HMA for Preleveling CI ½ In. PG 64-22 per WSDOT Standard Specifications Section 5-04.5. The prelevel would be laid at approximately 1 to 1.5 inches in depth.

#### ARTICLE IV. PRICE

The last sentence is hereby deleted and replaced with the following:

The total contract price is Seven Hundred Twenty-Two Thousand Six Hundred Three Dollars and Fifty-Seven Cents (\$722,603.57).

All other terms and conditions remain unchanged.

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

#### CITY OF ANACORTES

By \_\_\_\_\_  
Laurie Gere, Mayor

Date \_\_\_\_\_

#### COLACURCIO BROTHERS

By \_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

|                              |              |                                       |           |
|------------------------------|--------------|---------------------------------------|-----------|
| Original Agreement Amount    | \$660,185.02 | Original Contract Completion Date     | 5/19/2017 |
| Current Agreement Amount     | \$660,185.02 | Current Contract Completion Date      | 5/19/2017 |
| Change Per this Modification | \$ 62,418.55 | Net Change                            | 0 days    |
| Total After Amendment        | \$722,603.57 | Contract Completion Date After Change | 5/19/2017 |



# City Council Agenda Bill

**Meeting Date:** 5/22/2017

**Agenda Item:** 5f

**Subject:** Interlocal Agreement with Marysville for Outdoor Movie

**Staff Contact:** Nicole Johnston, Recreation Coordinator

| 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       |
|             | Public Hearing |
|             | Staff Report   |

**Summary Statement:** Everyone likes a good community outdoor movie. This is the same agreement that we have had in past years with the City of Marysville who provide all needed equipment to show the movie on the jumbo screen. The money to pay for this rental comes out of the Anacortes Parks Foundation's Outdoor Movie Fund.

**Background:** The City of Marysville has an outdoor movie screen, projector and sound system and staff that come to Anacortes to put on our outdoor movie. This year the movie is Thursday, August 24, 2017 and we are showing the movie *Moana*.

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

| Proposed Contract |                    |
|-------------------|--------------------|
| Contractor        | City of Marysville |
| Amount            | \$700.00           |
| Start Date        | August 24, 2017    |
| End Date          | August 24, 2017    |

**Previous Council/Committee Action:** Council approved a similar agreement on August 8, 2016 for the movie last summer.

**Competing Viewpoints Considered:** N/A

**Recommended Motion:** I move to authorize the mayor to enter into an interlocal agreement with the City of Marysville for outdoor video services for 2017.

**Alternative Actions:** Do not approve the agreement and cancel the movie

**Attachments** (listed in order presented): Interlocal agreement

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF ANACORTES  
AND THE CITY OF MARYSVILLE  
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective August 24, 2017 between the City of Anacortes, a Washington municipal corporation, herein after referred to as “ANACORTES” and the City of Marysville, a Washington municipal corporation, herein after referred to as “MARYSVILLE”, pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of ANACORTES is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of ANACORTES and presented on August 24, 2017; and

WHEREAS, the City of ANACORTES is the owner of the property where the movie will be shown to the community for free; and

WHEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

WHEREAS, the City of ANACORTES desires to utilize the City of MARYSVILLE’S OUTDOOR VIDEO SERVICES; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of ANACORTES to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, ANACORTES and MARYSVILLE agree as follows:

*1. SCOPE OF SERVICES*

A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to ANACORTES as defined in this Agreement. MARYSVILLE’S performance of said services under this Agreement may be limited by the availability of MARYSVILLE’S personnel and equipment. MARYSVILLE will notify the City of ANACORTES at least 48 hours before the event if it is not able to provide personnel and/or equipment.

1. MARYSVILLE will provide OUTDOOR VIDEO SERVICES to ANACORTES.

2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to

ANACORTES. MARYSVILLE personnel will operate the video equipment and vehicles.

B. ANACORTES will provide the following:

1. An authorized location.
2. Two (2) 20 amp circuits for event power.
3. Other services/personnel.

C. The date for video services (FILM) will be:

1. Thursday, August 24, 2017

E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that ANACORTES staff providing services pursuant to this Agreement are acting in their official capacity as employees of ANACORTES and shall be under the exclusive direction and control of ANACORTES.

F. ANACORTES and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

G. ANACORTES, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on ANACORTES' behalf those services as provided in this Agreement.

## **2. COMPENSATION/FEES**

A. ANACORTES will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$700.00 per date.

B. ANACORTES will pay MARYSVILLE 25% of the event fee in the event ANACORTES cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.

C. MARYSVILLE shall bill ANACORTES and ANACORTES shall pay MARYSVILLE within thirty (30) days receipt of the bill.



### **3. AMENDMENTS/MODIFICATION**

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

### **4. INDEMNIFICATION AND LIABILITY**

#### **A. Indemnification:**

1. ANACORTES will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of ANACORTES in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend ANACORTES, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, ANACORTES, or other person and all property owned or claimed by MARYSVILLE, ANACORTES, or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or ANACORTES, their elected and appointed officials, officers, employees or agents.

#### **B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:**

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

C. The provisions of this section shall survive the expiration or termination of the Agreement.

## **5. INSURANCE**

### **INSURANCE**

1. Both parties to this Agreement shall maintain public liability insurance. Both parties are members and insured through the Washington Cities Insurance Authority (WCIA) and shall maintain their membership throughout the term of this Agreement.
2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
3. Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage from WCIA verifying that party is a covered member in good standing.

## **6. INDEPENDENT CONTRACTOR**

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between ANACORTES and MARYSVILLE or any of ANACORTES' or MARYSVILLE's agents or employees.

ANACORTES shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by ANACORTES pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

- B. Nothing in this Agreement shall make any employee of ANACORTES a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded ANACORTES or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE an ANACORTES employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

## **7. LEGAL RELATIONS**

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

## **8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE**

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.

### **C. Notices**

- 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:  
6915 Armar Road  
Marysville, WA 98270

City of ANACORTES:  
904 Sixth Street  
Anacortes, WA 98221

- 2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify the other party.

**MARYSVILLE:**

Name: Lauren Woodmansee, Recreation Coordinator Phone Number: 360-363-8408

**ANACORTES:**

Name: Nicole Johnston, Recreation Coordinator Phone Number: 360-299-1967

---

D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

**9. WAIVER**

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

**10. ENTIRE AGREEMENT**

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

**11. PRIVILEGES AND IMMUNITIES**

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within ANACORTES under the provisions of this Agreement.

**12. THIRD PARTY BENEFICIARY STATUS**

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

**13. SEVERABILITY**

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

**14. APPROVAL AND FILING**

**APPROVAL AND FILING.** Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

**CITY OF MARYSVILLE**

**CITY OF ANACORTES**

\_\_\_\_\_  
JON NEHRING Mayor

\_\_\_\_\_  
LAURIE GERE Mayor

Date:

Date:

Attest:

Attest:

\_\_\_\_\_  
APRIL O'BRIEN Deputy City Clerk  
Approved as to form:

\_\_\_\_\_  
STEVEN D. HOGLUND City Clerk  
Approved as to form:

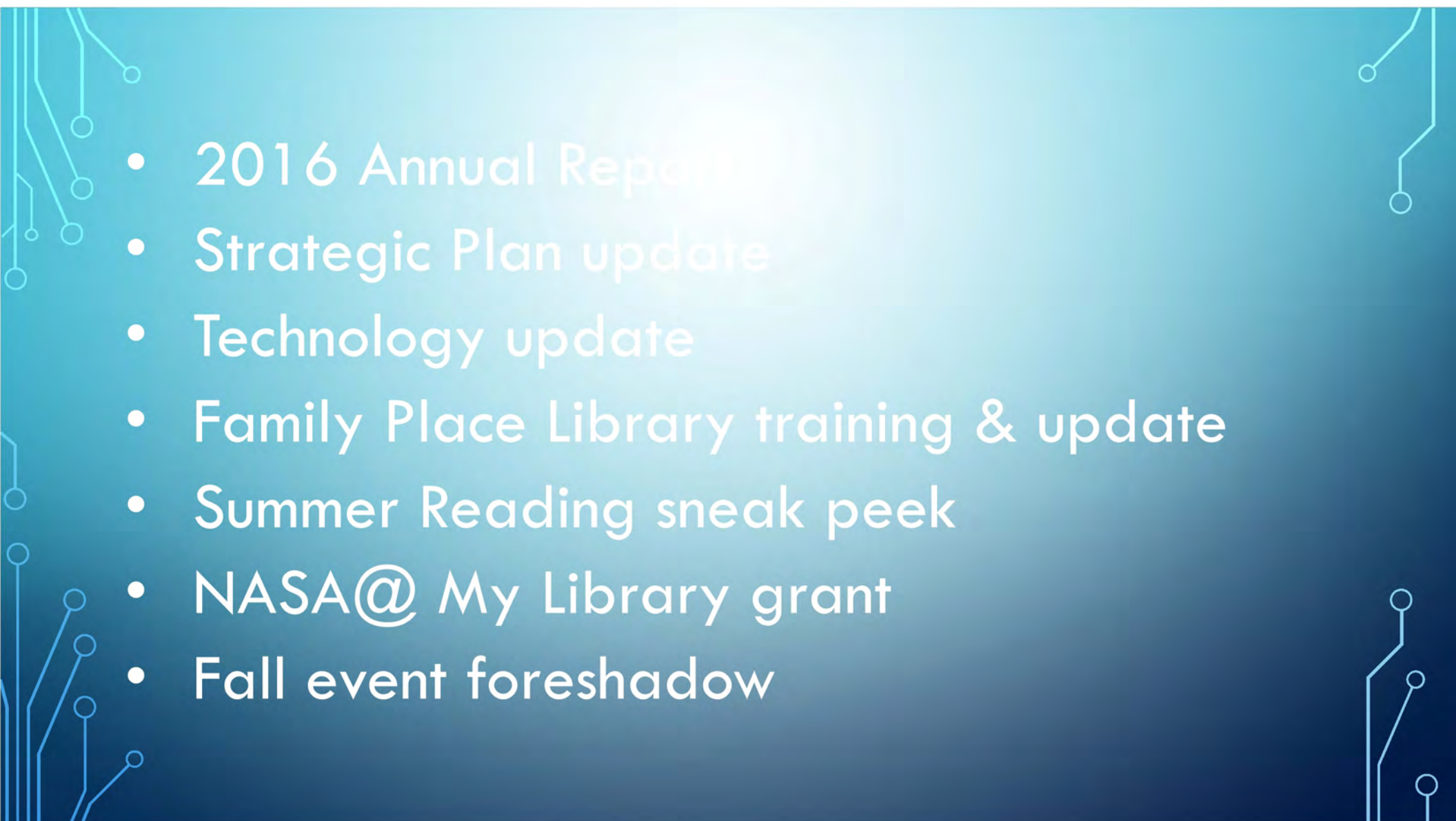
\_\_\_\_\_  
JON WALKER City Attorney  
Attorney for the City of MARYSVILLE

\_\_\_\_\_  
DARCY SWETNAM City Attorney  
Attorney for City of ANACORTES





# LIBRARY UPDATE

- 
- The slide features a blue gradient background with decorative white circuit-like lines in the corners. These lines consist of small circles connected by straight lines, resembling a stylized electronic circuit.
- 2016 Annual Report
  - Strategic Plan update
  - Technology update
  - Family Place Library training & update
  - Summer Reading sneak peek
  - NASA@ My Library grant
  - Fall event foreshadow



# 2016 ANNUAL REPORT

## highlights



2,531  
Hours open to the public.

1,406.5 Volunteer hours contributed to the library by our wonderful team of volunteers.

2,778 Children participated in summer reading.

17,206  
Public computer sessions.

436 Surveys filled out for our strategic plan review.

kWh of electricity generated by our solar array.  
21,000

# 2016 Anacortes Public Library

To Empower a Lifetime of Discovery.

## Access to the library



Estimated percentage of Anacortes residents who hold a current library card.

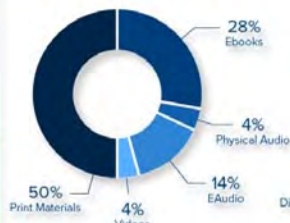


Percentage of Anacortes School District students and staff who have access to a free library card.

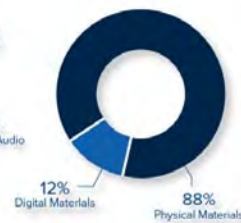


Percentage of days of the year the library was open to the public. A total of 349 days.

## Breakdown of the Collection



## Physical vs. Digital Check-outs



## Library Programs and Participants



**1,406.5** Volunteer hours contributed to the library by our wonderful team of volunteers.

**2,778** **Children participated in summer reading.**

**17,206** Public computer sessions.

**436** Surveys filled out for our strategic plan review.



## Access to the library



Estimated percentage of Anacortes residents who hold a current library card.



Percentage of Anacortes School District students and staff who have access to a free library card.



Percentage of days of the year the library was open to the public. A total of 349 days.







# Library Strategic Plan Update

The background of the slide is a blue gradient. In the corners, there are decorative white line art elements resembling circuit boards or neural networks, with lines and small circles connecting them.

# Mission

*To empower a lifetime of discovery.*

# Vision

*To enrich the present and inspire the future.*

# Strategic Focus

- Support the love of reading and learning.
- Develop the Library as a place that is inclusive and encourages greater use of the Library by all, and especially for teens and young adults.
- Provide access to information and resources to introduce ideas, build skills, and support early literacy and lifelong learning.
- Promote discovery and creativity.
- Expand digital resources while ensuring that library users have access to materials in formats they want.
- Support a stronger Anacortes through participation in community-building activities by strengthening the Library's partnerships with the school district, service organizations, and city departments.



# GOALS

1. **Library Programs and Services.**
2. **Communications and Branding.**
3. **Space Planning and Utilization.**
4. **Library Staffing and Professional Development.**

# Programs and Services for Improved Access

## Objectives:

- Expand digital offerings and online resources (such as Overdrive and other available software for access to books, music, films) to be more available to library users.
- Explore programs to satisfy unmet community needs and make library users more aware of current library services and offerings.
- Enable access points and outreach opportunities for library users.





# Communications and Branding

## Objectives:

- **Adopt a new APL logo.**
- **Enhance use of social media.**
- **Improve communication to community about library activities.**



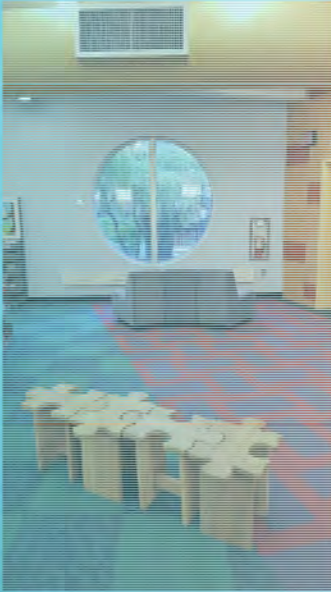


# Space Planning and Utilization

## Objectives:

- Evaluate current library space for redesign options to maximize more diverse and targeted use.
- Wisely use remaining capital funds to re-envision/modernize the Library.





Space  
planning  
&  
dreaming







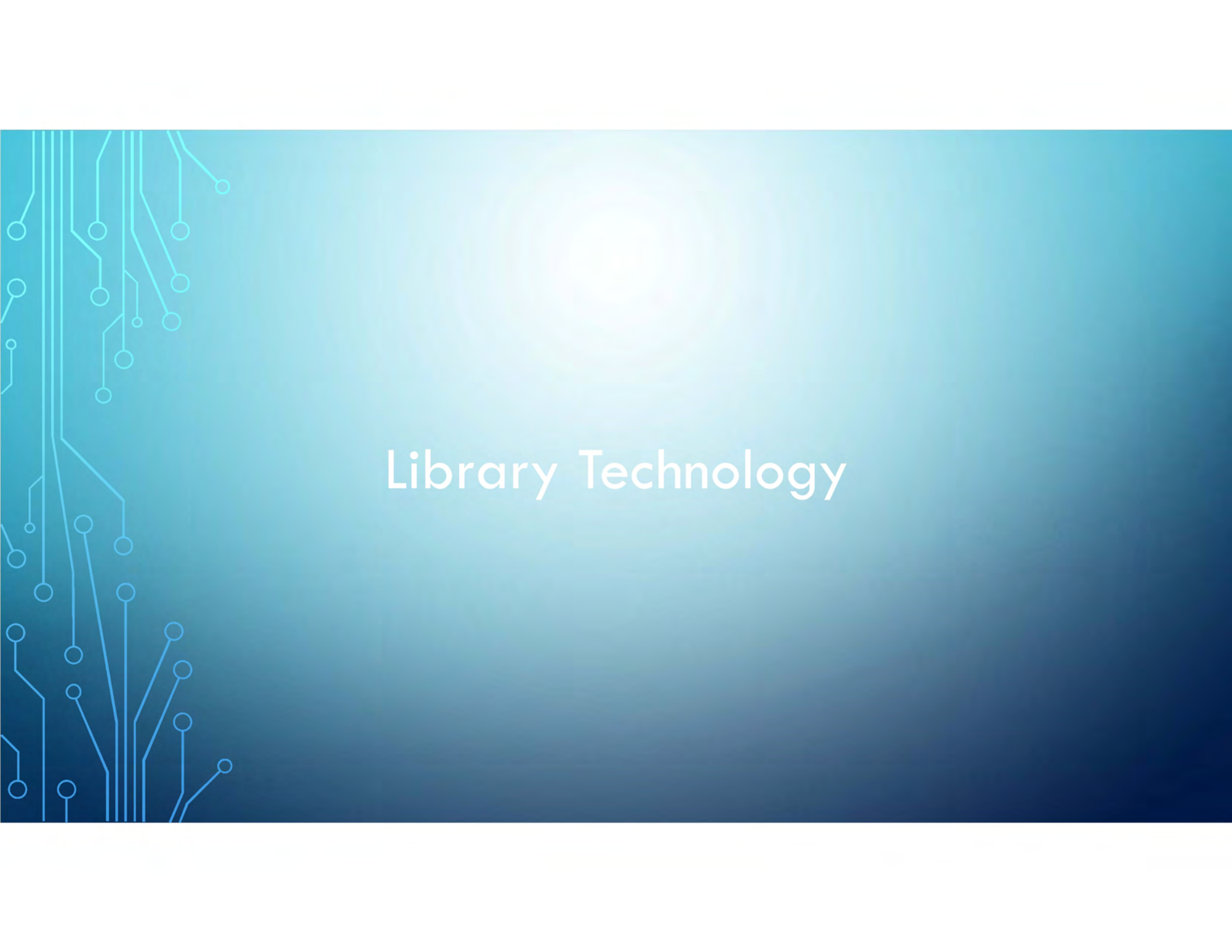
# New equipment in community meeting room



# Library Staffing and Professional Development

## Objectives:

- Determine the best way to allocate limited resources through a staffing analysis, classification/compensation study, and the use of other helpful data.
- Look for professional staff and team development opportunities targeted to APL's needs.

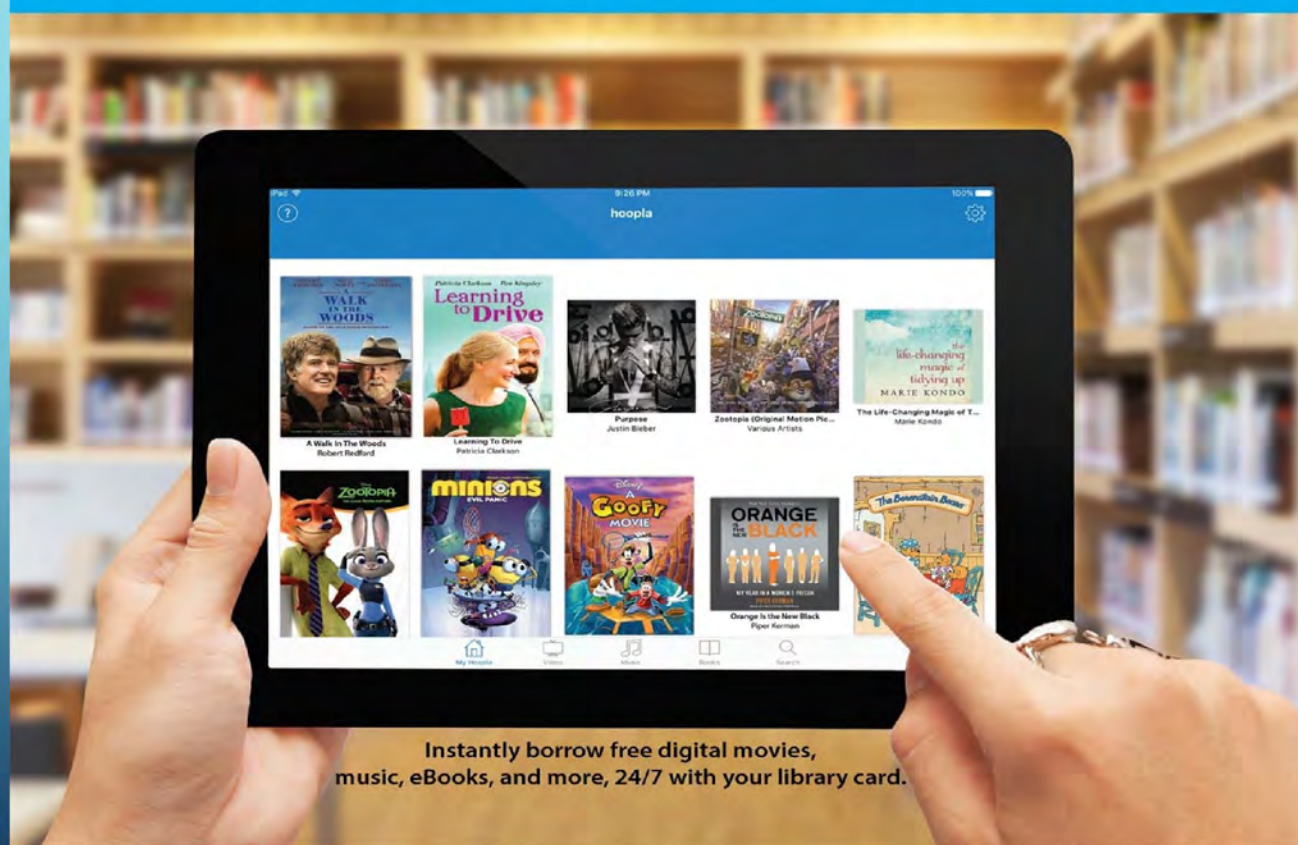


# Library Technology



# hoopla®

*one app. one tap.  
everything for everyone.*



Instantly borrow free digital movies,  
music, eBooks, and more, 24/7 with your library card.





Instantly borrow eBooks, audiobooks, comics, movies, music, and more, 24/7 with your library card.

hoopladigital.com

Download on the App Store

GET IT ON Google Play

Available at amazon

CHILDREN & TEEN SUMMER READING 2017 on **hoopla**

SHOWING 1-50 NEXT

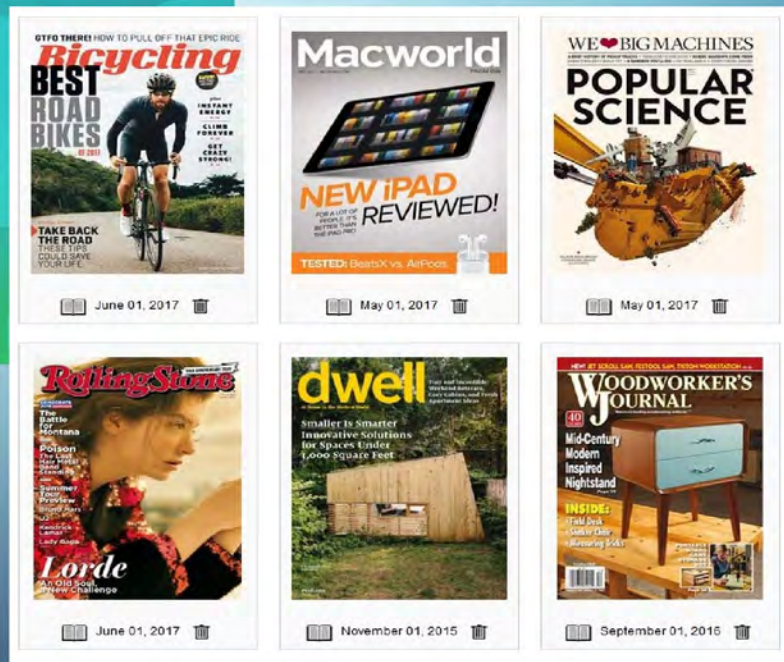
|                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                       |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
|   |   |   |   |   |
| MOVIE<br><b>The Dressmaker</b><br>Kate Winslet                                      | MOVIE<br><b>Bakery in Brooklyn</b><br>Aimee Teegarden                               | MOVIE<br><b>Before and After</b><br>Meryl Streep                                    | MOVIE<br><b>The Benefactor</b><br>Richard Gere                                      | MOVIE<br><b>A Royal Affair</b><br>Alicia Vikander                                     |
|  |  |  |  |  |
| MOVIE<br><b>Secretary</b><br>James Spader                                           | MOVIE<br><b>The Sword in the Stone</b><br>Sebastian Cabot                           | MOVIE<br><b>Beauty and the Beast</b><br>Lea Seydoux                                 | MOVIE<br><b>Pan's Labyrinth</b><br>Ariadna Gil                                      | MOVIE<br><b>The Deep Blue Sea</b><br>Rachel Weisz                                     |

## Hoopla Circulation by Type



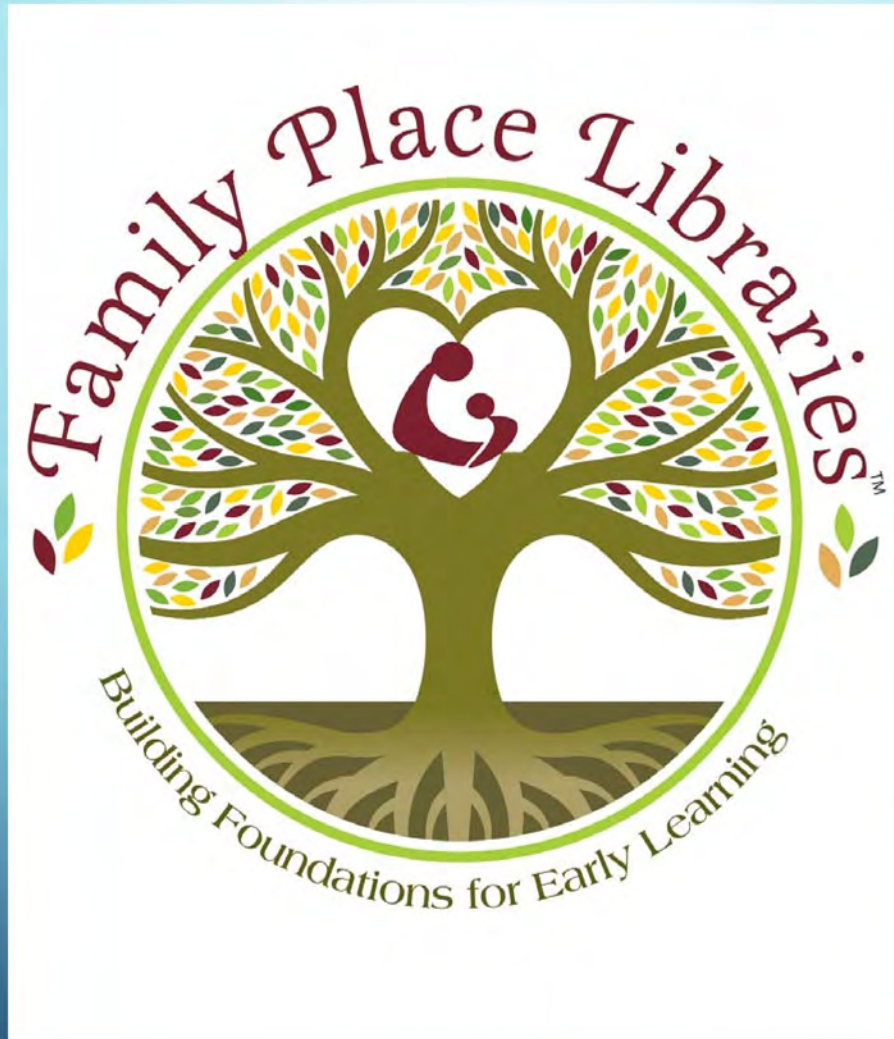
- Audiobooks (27%) ■ Ebooks (23%)
- Movies (24%) ■ Music (13%)
- Television (7%) ■ Comics (6%)







# Family Place Library





# EARLY CHILDHOOD LEARNING SPACE

- Dramatic Play
- Toys always available



# PARENT CHILD WORKSHOP

- Parent & Child

- Parent is first and best teacher



- Parent & Community Partner

- Connecting parents with resources in the community





# Summer Reading sneak peek







# SUMMER READING FUN

## TEEN ACTIVITIES!



## PERFORMERS!



## HANDS ON CREATIVITY!

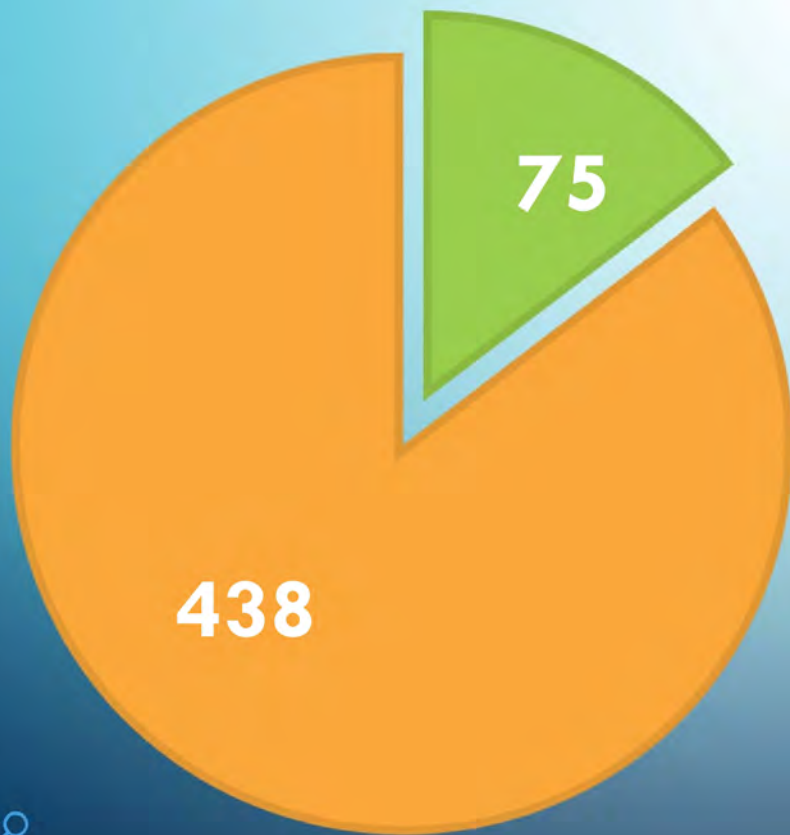


# NASA @ My Library

New Grant and Partnership Opportunities for STEM Programs at APL.



OUT OF **513** LIBRARIES...



Anacortes Public Library has been selected through a competitive application process to be part of *NASA@ My Library*, an initiative to engage public audiences nationwide in informal and lifelong learning with the excitement of NASA exploration and discovery





Science-Technology Activities &  
Resources For Libraries



# Cornerstones of Science

awakening curiosity, enriching lives



## NCIL

National Center for  
Interactive Learning



“Libraries are essentially learning laboratories, providing additional tools and resources for a broader impact for communities, and we’re going to connect with libraries across the country to enhance science.”

Kristen Erickson, Director for Science Engagement and Partnerships, Science Mission Directorate, NASA Headquarters.

2 NASA STEM Facilitation Kits:

- First one is the Sun-Earth-Moon Connections (Green screen, Samsung Galaxy Tablet pre-loaded with educational apps, STEM Activity Kits, etc. valued at \$750.

\$500 Grant for Programming

\$800 Stipend to cover inclusion in 2 day NASA Workshop Feb. 2018

Training, Networking, and Partnership Opportunities





## WHAT IT MEANS:



- Expansion of STEM Programs
- Extension of local and national Partnerships
- Inclusion in national advertising and NASA/ALA updates
- Chance for more resources and a two-year extension.
- Fulfills Strategic Goals



## PARTNERSHIPS AND OPPORTUNITIES

- Anacortes School District
- Boys and Girls Club
- Anacortes Science Cafe
- Samish Indian Nation
- Early Learning, Teens, and Learners of all Ages.

**NASA**   
**My Library**

# NASA @ My Library

Mark Your Calendar for the  
Celestial Event of the Century...

## The “All-American” Solar Eclipse!

**Join us for a Solar Eclipse Party**

August 21st from 9:00 to Noon  
at Storvik Park

Brought to you by the Anacortes Public Library and Parks and Recreation.



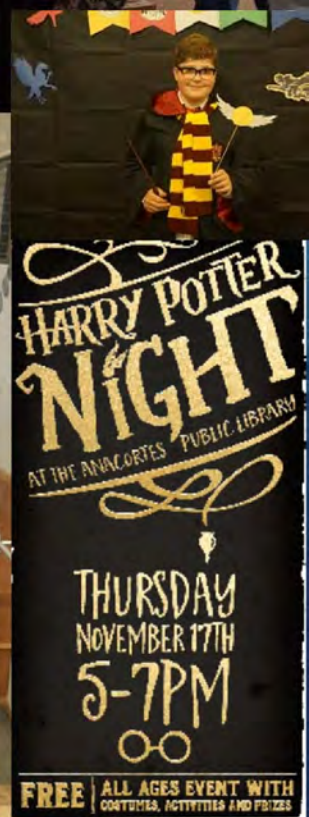
**STARnet**  
Science-Technology Activities &  
Resources For Libraries



**ALA** American  
Library  
Association











# POW!

**HEROES &  
VILLAINS:  
COMIC NIGHT@  
The LIBRARY**



Questions?





# City Council Agenda Bill

**Meeting Date:** 5/22/2017

**Agenda Item:** 7a

**Subject:** Library Update

**Staff Contact:** Sheri Miklaski, Jeff Vogel, Leslie Wilson, Diana Farnsworth

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

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

**Summary Statement:** Update on Library including: 2016 Annual Report, Strategic Plan, new technology resources, Family Place Library Training, NASA@ My Library grant award, and Summer Reading sneak peek.

**Background:** 2016 was a busy year at the library and we have kept the momentum going into 2017. We will report on many exciting resources, initiatives, and projects happening at your library.

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

| Proposed Contract |  |
|-------------------|--|
| Contractor        |  |
| Amount            |  |
| Start Date        |  |
| End Date          |  |

**Previous Council/Committee Action:** N/A

**Competing Viewpoints Considered:** N/S

**Recommended Motion:** No action at this time

**Alternative Actions:** N/A

**Attachments** (listed in order presented): None





# City Council Agenda Bill

**Meeting Date:** 5/22/2017

**Agenda Item:** 7b

**Subject:** Wave Franchise Agreement

**Staff Contact:** Fred Buckenmeyer, Darcy Swetnam

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

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

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

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

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

| Proposed Contract |  |
|-------------------|--|
| Contractor        |  |
| Amount            |  |
| Start Date        |  |
| End Date          |  |

**Previous Council/Committee Action:** N/A

**Competing Viewpoints Considered:** N/A

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

**Alternative Actions:**

**Attachments** (listed in order presented): Proposed Ordinance 3005

## ORDINANCE 3005

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. "Telecommunications Service" means any telecommunications service, telecommunications capacity, or dark fiber, provided by the Grantee using its Facilities, either directly or as a carrier for its Affiliates, or any other Person engaged in Telecommunications Services, including, but not limited to, the transmission of voice, data or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading and home shopping, or other subsequently developed technology that carries a signal over fiber optic cable. Telecommunications Service shall also include non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses or institutions within the City and other lawful services not prohibited by this Ordinance. However, Telecommunications Service shall not include the provision of "cable services", as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

## Section 2. Franchise Area and Authority Granted.

A. Facilities within Franchise Area. The City does hereby grant to Grantee the right, privilege, authority and franchise to construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along and across Rights-of-Way in the Franchise Area for purposes of Telecommunications Service as defined in RCW 82.04.065.

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

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

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



### Section 3. Construction and Maintenance.

A. Grantee's Facilities shall be located, relocated and maintained within the Rights-of-Way in accordance with Anacortes Municipal Code ("AMC") Chapter 12.08, Chapter 15.32, and so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington. Whenever it is necessary for Grantee, in the exercise of its rights under the Franchise, to make any excavation in the Rights-of-Way, Grantee shall obtain prior approval from the City of Anacortes Public Works Department, pay the applicable permit fees, and obtain any necessary permits for the excavation work. Upon completion of such excavation, Grantee shall restore the surface of the Rights-of-Way to the specifications established within the Anacortes Municipal Code and/or the City's published applicable development standards (collectively referred to herein as "Specifications"). For the purposes of this Franchise, and as referred to in this section, "published" refers to and included all provisions of the City code, and any other City standards, requirements, policies or similar adopted by the City Council or any city department that are publicly available upon request. If Grantee should fail to leave any portion of the excavation in a condition that meets the City's specifications per the AMC, the City may, on five (5) days' notice to Grantee, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition consistent with the Specifications. Grantee shall pay to the City the reasonable cost of such work; which shall include, among other things, the City's overhead in obtaining completion of said work, and any engineering, planning, consulting, and/or legal fees incurred (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

B. Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by Grantee shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) days written notice to Grantee, the City may order all work necessary to restore the damaged area to a safe and acceptable condition and Grantee shall pay the reasonable costs of such work to the City, including City overhead (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

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

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

### Section 4. Location and Relocation of Facilities.

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

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

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

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

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

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

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

E. The Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the Facilities. If so requested by the City, the Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Grantee full and fair consideration, within a

reasonable time, so as to allow for the relocation work to be performed in a timely manner. In the event the City ultimately determines that there is no other reasonable alternative, the Grantee shall relocate its Facilities as otherwise provided in this Section.

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

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

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

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

#### Section 5. Indemnification.

A. Grantee shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all third party claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and reasonable attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, or in connection with, the willful, tortious or negligent acts, failures and/or omissions of Grantee or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of Grantee's Facilities or in exercising the rights granted Grantee in the Franchise; *provided, however*, such indemnification shall not extend to injury or damage caused by the negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns.

B. In the event any such claim or demand be presented to or filed with the City, the City shall promptly notify Grantee thereof (and in any event prior to the date that Grantee's rights to defend such claim or demand would be prejudiced), and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, provided further, that in the event any suit or action be begun against the City based upon any such claim or demand, the it shall likewise promptly notify Grantee thereof, and Grantee shall have the right, at its election



and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

#### Section 6. Default.

A. If Grantee shall fail to comply with any of the provisions of the Franchise, unless otherwise provided in the Franchise, the City will serve upon Grantee a written order to comply within thirty (30) days from the date such order is received by Grantee. If Grantee is not in compliance with the Franchise after expiration of the thirty (30) day period, the City may act to remedy the violation and may charge the reasonable costs and expenses of such action to Grantee. The City may act without the thirty (30) day notice in case of an Emergency Situation. If any failure to comply with the Franchise by Grantee cannot be corrected with due diligence within said thirty (30) day period, then the time within which Grantee may so comply shall be extended for such time as may be reasonably necessary and so long as Grantee works promptly and diligently to effect such compliance. During such a period, if Grantee is not in compliance with the Franchise, and is not proceeding with due diligence in accordance with this section to correct such failure to comply, then the City may in addition, by ordinance and following written notice to Grantee, declare an immediate forfeiture of the Franchise and all of Grantee's rights and obligations thereunder.

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

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

#### Section 8. Franchise Term.

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

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

#### Section 9. Compliance with Codes and Regulations.

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

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

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

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

#### Section 11. Record of Installations and Service.

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

B. Upon written request of the City, Grantee shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area;

provided, however, any such plan so submitted shall be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

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

D. All information disclosed pursuant to this Section shall be used solely for non-competitive purposes.

#### Section 12. Shared Use of Excavations and Trenches.

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

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

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

#### Section 13. Insurance.

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

1. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations,



independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under the Franchise agreement using ISO Additional Insured endorsement CG 20 26 07 04 or substitute endorsement providing at least as broad coverage;

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

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

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

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

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

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

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

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

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

#### Section 14. Assignment.

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

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

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

Section 16. Miscellaneous.

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

B. Grantee shall pay for the City's reasonable administrative costs in drafting and processing this Ordinance and all work related thereto, which payment shall not exceed \$2,000. Grantee shall further be subject to all published permit fees associated with activities and the provisions of any such permit, approval, license, agreement or other document, the provisions of the Franchise shall control.

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

D. Notwithstanding anything to the contrary herein, any determination by the City with respect to matters contained in this Ordinance and matters related to the Franchise shall be made

in accordance with applicable federal law, including without limitation any applicable rules and regulations promulgated by the Federal Communications Commission, applicable state law and in a reasonable and non-discriminatory manner.

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

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

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

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

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

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

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:



\_\_\_\_\_  
City Attorney

Acceptance:

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Byron Springer

Title: Executive Vice President Business and Legal Affairs



# Intergovernmental Cooperative Purchasing Agreement with U.S. Communities

Resolution 1987

# Background

- ▶ RCW 39.34 authorizes City to enter into intergovernmental cooperative purchasing agreements
  - ▶ Piggybacking
  - ▶ No need to duplicate competitive bidding
  - ▶ Lower costs due to greater purchasing power
- ▶ Process
  - ▶ Agency enters into intergovernmental cooperative purchasing agreement
  - ▶ Lead public agency awards a contract with a supplier
  - ▶ Participating public agencies needing similar products make purchases through existing contract without need for solicitation



# About U.S. Communities

- ▶ Over 90,000 public agencies nationwide participate
- ▶ Recommended by MRSC
- ▶ Participating Suppliers (Many already used by City)
  - ▶ Cintas
  - ▶ Home Depot
  - ▶ Amazon
  - ▶ Ricoh
  - ▶ Cisco
  - ▶ Citrix
- ▶ Participating in Agreement does NOT require
  - ▶ Fee
  - ▶ Use of any supplier contracts



Questions?



# City Council Agenda Bill

**Meeting Date:** 5/22/2017

**Agenda Item:** 7c

**Subject:** A Resolution authorizing an Intergovernmental Cooperative Purchasing Agreement with U.S. Communities

**Staff Contact:** Darcy Swetnam

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

| Action Type |                     |
|-------------|---------------------|
|             | Ordinance No.       |
|             | Code Revision?      |
| X           | Resolution No. 1987 |
|             | Contract            |
|             | Public Hearing      |
|             | Staff Report        |

**Summary Statement:** Staff respectfully requests approval of an agreement authorizing the City of Anacortes and the U.S. Communities, to arrange joint cooperative purchases of certain goods and services. Pursuant to Chapter 39.34 RCW Interlocal Cooperation Act, the Legal Department has requested this agreement be administered with U.S. Communities in order to cooperatively purchase or acquire supplies, equipment, and materials under future contracts. U.S. Communities is a nonprofit instrumentality of government that helps public agencies reduce the cost of purchased goods by combining the purchasing power of public agencies nationwide.

**Previous Council/Committee Action:** N/A

**Competing Viewpoints Considered:** N/A

**Recommended Motion:** I move that the City Council adopt the Resolution authorizing the Mayor of the City of Anacortes to execute a Master Intergovernmental Cooperative Purchasing Agreement with U.S. Communities and to take such actions as are necessary to register the City of Anacortes as a participating public agency with U.S. Communities.

**Alternative Actions:** Do not approve - purchase or acquire supplies, equipment, and materials under future contracts without the pricing discounts that the combined potential cooperative purchasing power of up to 90,000 public agencies provides.

**Attachments** (listed in order presented): Resolution 1987, "About US Communities"



CITY OF ANACORTES, WASHINGTON

RESOLUTION NO. 1987

**A RESOLUTION** authorizing the Mayor of the City of Anacortes to execute a Master Intergovernmental Cooperative Purchasing Agreement with U.S. Communities.

**WHEREAS**, the City of Anacortes, desires to arrange for making cooperative purchases of certain goods and services with U.S. Communities; and the City Council of the City of Anacortes deems it to be in the best interests of the City that such an arrangement be carried out according to the provisions, terms and conditions of the attached Master Intergovernmental Cooperative Purchasing Agreement, which is incorporated herein by this reference; and,

**WHEREAS**, pursuant to the provisions of RCW 39.34, the City of Anacortes may enter into intergovernmental cooperative purchasing agreements with other public agencies in order to allow the parties to said agreements to cooperatively purchase or acquire supplies, equipment, and materials under future contracts and to utilize each other's contracts, as needs arise; and

**WHEREAS**, U.S. Communities is a nonprofit instrumentality of governmental agencies that assists public agencies in reducing the cost of purchased goods through pooling the purchasing power of public agencies nationwide; this is accomplished through competitively solicited contracts for quality products through lead public agencies, who are members of U.S. Communities, and who allow participating public agencies to purchase supplies, equipment and materials from the competitively solicited contracts on the terms and conditions set forth in said contracts; and

**WHEREAS**, it is recommended to City Council that the City of Anacortes register as a participating public agency with U.S. Communities under the terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement; now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES:**

**Section 1.** The Mayor of the City of Anacortes is hereby authorized to execute a Master Intergovernmental Cooperative Purchasing Agreement with U.S. Communities and to take such actions as are necessary to register the City of Anacortes as a participating public agency with U.S. Communities for the purpose mentioned above, a copy of which agreement, entitled "Master

Intergovernmental Cooperative Purchasing Agreement," attached hereto.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 22<sup>nd</sup> day of May, 2017.

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Laurie Gere, Mayor

ATTEST:

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Steven D. Hoglund City Clerk

APPROVED AS TO FORM:

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Darcy Swetnam, City Attorney



# U.S. COMMUNITIES<sup>®</sup>

## GOVERNMENT PURCHASING ALLIANCE



### **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

#### **RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall be responsible for its own conduct to the extent permitted by law.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

## About U.S. Communities

U.S. Communities Government Purchasing Alliance is a government purchasing cooperative that reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide. U.S. Communities provides world class procurement resources and solutions to local and state government agencies, school districts (K-12), higher education, and nonprofits. Our participants have access to a broad line of competitively solicited contracts with best in class national suppliers.

- No User Fees – no costs or fees to participate.
- Best Overall Supplier Government Pricing – by combining the potential cooperative purchasing power of up to 90,000 public agencies, you are able to access the best overall supplier government pricing.
- Quality Brands – thousands of the best brands in a wide variety of categories, services and solutions.
- Integrity and Experience – unlike other government cooperative purchasing organizations, U.S. Communities national government purchasing cooperative is founded by 4 national sponsors and over 90 state, city and regional organizations.
- Oversight by Public Purchasing Professionals – our third party audits on contracts ensure that program pricing commitments are met, with benchmark analyses against other suppliers and retailers to guarantee participants the best overall value.

U.S. Communities' rigorous supplier commitments ensure our supplier partners offer their best supplier government pricing. Third party audits are performed on all contracts and benchmarking analyses ensure ongoing value. Most importantly, U.S. Communities adheres to a stringent competitive selection process for all contracts offered through the program.

U.S. Communities is proud to be the only government purchasing cooperative organization founded by public agencies for public agencies. Additionally, U.S. Communities is overseen by an Advisory Board of key public procurement professionals.





# ORDINANCE 3004

Amending Chapter 19.16 AMC



## Background

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- December 19, 2016: Council adopted Ord 2992
- Includes Chapter 19.16 “Legislative Actions”
- Provides procedures for legislative matters
  - Comprehensive plan updates
  - Includes public participation and notice requirements
- Section 19.16.020(C)(3): Chapter doesn’t apply to “[a]doption of technical appendices to the comprehensive plan that do not contain comprehensive plan goals or policies, **such as the six-year capital facilities financing plan.**”
- CFP was adopted as a technical appendix to the comprehensive plan

## Issues / Policy Concerns

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- Main concern is that, under the current code, CFP can be updated without full involvement of the public
- Even though CFP is only an appendix to comp plan, it has big impacts on the City's future, budget, and facilities
- Current Code doesn't specify process for update to Capital Facilities Plan (CFP)
- Public isn't guaranteed notice and opportunity to comment on CFP updates under current rules
- Code doesn't specifically require updates to CFP
- Planning for Capital Facilities needs more flexibility than comp plan updates (only two times per year)

## Solution: Ordinance 3004

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- Creates new rules for updates to CFP or capital facilities planning element:
  
- New Requirements:
  - City must update every 2 years
  - CFP must comply with comp plan and budget
  - Changes can be adopted with comp plan or budget updates
  
- Procedural Rules:
  - Must hold public hearing with minimum 2 week comment period
  - Must provide public notice
  - CFP updates must be done by ordinance into comp plan





# QUESTIONS?

Thank You!



# City Council Agenda Bill

**Meeting Date:** 5/15/2017

**Agenda Item:** 7c

**Subject:** Ordinance Adopting Public Participation Plan for CFP Updates

**Staff Contact:** Darcy Swetnam, Don Measamer

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

| Action Type |                    |
|-------------|--------------------|
| X           | Ordinance No. 3004 |
|             | Code Revision? Yes |
|             | Resolution No.     |
|             | Contract           |
|             | Public Hearing     |
|             | Staff Report       |

**Summary Statement:** Staff presents Ordinance 3004, which adopts a public participation plan for updates to the Comprehensive Plan's six-year financing plan for capital facilities.

## **Background:**

Council updated procedural rules for legislative updates in Ordinance 2992, adopted on December 19<sup>th</sup>, 2016. The relevant sections are codified at Chapter 19.16 AMC. To better provide for public participation in updates to planning for capital facilities, staff proposes Ordinance 3004.

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

| Proposed Contract |  |
|-------------------|--|
| Contractor        |  |
| Amount            |  |
| Start Date        |  |
| End Date          |  |

**Previous Council/Committee Action:** N/A

## **Competing Viewpoints Considered:**

**Recommended Motion:** I move we adopt Ordinance 3004, an ordinance adopting a public participation plan for updates to the Comprehensive Plan's six-year finance plan for capital facilities.

**Alternative Actions:** N/A

**Attachments** (listed in order presented): Proposed Ordinance 3004

## **Ordinance No. 3004**

### **An Ordinance Adopting a Public Participation Plan for Updates to the Comprehensive Plan's Six-Year Financing Plan for Capital Facilities**

**Whereas** the Washington State Growth Management Act, at RCW 36.70A.070, requires the City to have a capital facilities plan element in its Comprehensive Plan;

**Whereas** the capital facilities plan element must contain “(a) An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities; (b) a forecast of the future needs for such capital facilities; (c) the proposed locations and capacities of expanded or new capital facilities; (d) at least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and (e) a requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent:”

**Whereas**, by ordinance 2982, the City has adopted a Comprehensive Plan that includes a capital facilities plan element;

**Whereas**, by ordinance 2994, the City has adopted a six-year financing plan for the capital facilities plan element;

**Whereas** WAC 365-196-415(2)(c)(ii) provides that the City should update its six-year financing plan at least once every two years;

**Whereas** RCW 36.70A.130 provides that the City may amend its Comprehensive Plan only once per year, with an exception for amendment of the capital facilities plan element when it occurs concurrently with adoption or amendment of the City's budget;

**Whereas** RCW 36.70A.130(2)(a) provides that the City must adopt a public participation plan for amendment of the Comprehensive Plan, which it has codified in AMC Chapter 19.16;

**Whereas** AMC 19.16.020 exempts “[a]doption of technical appendices to the comprehensive plan that do not contain comprehensive plan goals or policies, such as the six-year capital facilities financing plan” from the lengthy process for comprehensive plan policies or development regulations;

**Whereas** the City Council desires to provide for an alternative public participation process for amendments to the six-year capital facilities financing plan;

**Whereas**, per AMC 19.16.020.C.2, amendment of AMC Chapter 19.16 is not subject to the public participation process described in AMC Chapter 19.16;

**Now, therefore, the City Council of the City of Anacortes does ordain as follows:**

Section 1. The City Council makes the following findings:

- a. The capital facilities financing plan (the “financing plan”) is a technical appendix to the Comprehensive Plan.
- b. The financing plan includes no changes to the Comprehensive Plan’s goals and policies.
- c. The financing plan should be updated regularly to ensure the City is adequately planning for the substantial expense of capital facilities construction and maintenance.
- d. The financing plan is appropriately reviewed directly and exclusively by the City Council, as the body charged with stewardship of the City’s finances and infrastructure.

Section 2. The Anacortes Municipal Code is amended as shown in Attachment A.

Section 3. This ordinance takes effect five days after publication.

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2017.**

**CITY OF ANACORTES:**

\_\_\_\_\_  
Laurie Gere, Mayor

**Attest:**

\_\_\_\_\_  
Steve Hoglund, City Clerk-Treasurer

**Approved as to Form:**

\_\_\_\_\_  
Darcy Swetnam, City Attorney



## **Attachment A**

### **Chapter 19.16 Legislative Actions**

#### **19.16.010 Purpose.**

This Chapter establishes a program and process for early and continuous public participation for land use legislation consistent with RCW Chapter 36.70A, the Growth Management Act.

#### **19.16.020 Applicability.**

- A. This Chapter applies to adoption and amendment of any of the following legislative matters:
  - 1. the Comprehensive Plan;
  - 2. the Comprehensive Plan land use map;
  - 3. implementing development regulations.
- B. This Chapter does not apply to any of the following quasi-judicial matters:
  - 1. development permit applications;
  - 2. rezones permitted by an existing Comprehensive Plan designation that do not require a simultaneous amendment to the Comprehensive Plan.
- C. This Chapter does not apply to any of the following legislative matters:
  - 1. adoption and amendment of international and uniform codes such as the International Building Code, International Fire Code, or other codes required by the State of Washington;
  - 2. adoption of regulations governing impact fees, development agreements, and amendment of this Chapter.

#### **19.16.030 General requirements.**

- A. For amendments to the Comprehensive Plan policies (other than the capital facilities planning element, or the capital facilities financing plan) or land use map, the City must:
  - 1. accept petitions per AMC 19.16.040;
  - 2. docket amendments per AMC 19.16.050;
  - 3. perform environmental review of the docket per AMC 19.16.060;
  - 4. provide all public notices per AMC 19.16.070;
  - 5. perform review by the Planning Commission per AMC 19.16.080; and
  - 6. offer additional opportunities for public comment if required per AMC 19.16.090;
  - 7. adopt all amendments by ordinance simultaneously each year except for amendments that qualify for one of the exceptions in RCW 36.70A.130(2)(a).
- B. For amendments to the development regulations, the City must:

1. accept petitions per AMC 19.16.040 and docket amendments per AMC 19.16.050, or the City may itself initiate the process of adopting or amending development regulations at any time;
  2. provide all public notices per AMC 19.16.070;
  3. perform review by the Planning Commission per AMC 19.16.080;
  4. offer additional opportunities for public comment if required per AMC 19.16.090; and
  5. adopt all amendments by ordinance.
- C. For amendments to the capital facilities planning element, or the capital facilities financing plan, the City must:
1. update the capital facilities financing plan at least once every two years'
  2. ensure the financing plan is consistent with the Comprehensive Plan, as required by RCW 36.70A.070, and includes at least the next six years of capital facilities expenditures;
  3. ensure the financing plan is consistent with the City budget;
  4. hold a public hearing and offer a written comment period of at least two weeks;
  5. provide public notice consistent per AMC 19.16.070;
  6. offer additional opportunities for public comment if required per AMC 19.16.090;
  7. adopt the amendments to the capital facilities planning element, or the capital facilities financing plan, by ordinance into the City's Comprehensive Plan; and
  8. consistent with the provisions for timing of amendments to the Comprehensive Plan identified in RCW 36.70A.130, adopt the amendments either:
    - a. simultaneous with the docket of annual amendments to the Comprehensive Plan; or
    - b. simultaneous with adoption or amendment of the City budget.

**19.16.040-19.16.100 No change.**



## City Council Agenda Bill

**Meeting Date:** 5/22/2017    **Agenda Item:** NA

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

**Staff Contact:** Fred Buckenmeyer

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

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

**Summary Statement:** Staff recommends the City Council provide consent to award a contract in the amount of \$75,732.26 to Graybar Electric Company, INC (Graybar) for the supply of fiber optics cable associated with the construction of the City's fiber optics communication project. The fiber optics cable will be installed under a previously awarded contract with Henkels and McCoy.

**Background:** At the May 8, 2017 City Council meeting, approval was given to award a contract to Power & Telephone for the supply of two types of material: 1) fiber optics cable, outdoor rated aerial and or direct buried cable, and 2) Microfiber cable, suitable for installation inside microduct such as the Crayley product. The quote, with tax, was \$73,761.06 for the fiber optics cable, and \$80,336.66 for microfiber cable. That contract is not yet been fully executed.

Power & Telephone provided the lowest cost quote for the combination of fiber optics cable and microfiber cable, with a stated delivery time for all material of 8 weeks. However, subsequent to award, Power & Telephone indicated the delivery time for the fiber optic cable will actually be 20-24 weeks. This would cause a significant delay in the project, with the material arriving during the winter months instead of being available for construction this summer.

Consequently, the City, through Noanet, contacted the second low bidder, Graybar, to determine if they could meet the shorter delivery time for the fiber optic cable only. They responded with a delivery time of 5 weeks and a price quote of \$75,732.26. This fiber optic cable is in high demand and it is important to place the order as soon as possible to secure the delivery time.

It has not yet been determined who will supply the microfiber cable. Staff will contact Power & Telephone to determine if they will honor their quote for the microfiber cable without the fiber optic cable. If not, either the next lowest bidder will be contacted or a new procurement will be done for microfiber cable only.

| <b>Budget Impact</b>       |                  |
|----------------------------|------------------|
| Amount Budgeted            | \$5,684,000      |
| Budget Account (BARS)      | 401.000.594.3463 |
| Proposed Expenditure       | \$75,732.26      |
| Budget Amendment Required? | No               |
| Revenue Source             | Water Fund       |

| <b>Proposed Contract</b> |                      |
|--------------------------|----------------------|
| Contractor               | Graybar Electric Co. |
| Amount                   | \$75,732.26          |
| Start Date               | Notice to Proceed    |
| End Date                 |                      |

**Previous Council/Committee Action:** Contracts were previously approved for design (NoaNet), materials (Craley, Power & Telephone, and Graybar), and construction (Henkels and McCoy)

**Competing Viewpoints Considered:** N/A

**Recommended Motion:** I move that Council provide consent to award a contract in the amount of \$75,732.26 to Graybar for the subject project.

**Alternative Actions:** N/A

**Attachments** (listed in order presented): Graybar Quote, Contract





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

## PURCHASE ORDER 14-056-IDS-005

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

**Date:** May 23, 2017  
**Contact:** Matt Reynolds  
**Department:** Public Works Department  
(360) 299-1951  
mattr@cityofanacortes.org

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

**Deliver To:**  
City of Anacortes  
Operations Division  
2201 37th Street  
Anacortes, WA 98221

**Delivery:** Approx 5 weeks plus transit time

| Item | Qty | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | U/M | Unit Price  | Amount      |
|------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|-------------|
| 1    | 1   | Outside Plant Fiber Optic Cable<br>Will Meet or Exceed the Following Specifications:<br>Outdoor rated aerial and or direct buried fiber optic cable - Fortex DT 100%, dry fill, light armor, single PE jacket, single Armor, DCM, ALLWAVE Glass<br>Single mode minimum optical transmission performance, .35/.31/.22 db/km@1310/1385/1550nm<br><br>PE Sheath will have footage labels in feet and printed "City of Anacortes" on jacket of cable at a minimum of every three feet.<br><br>Vendor agrees to provide quantities and part numbers as laid out in attached Exhibit B, 'Quote 0227640352', which by this reference is incorporated herein.<br><br>Exhibit A, General Provisions, and Exhibit B, Quote 0227640352 are hereby incorporated by reference and made a part hereof. | LS  | \$69,799.32 | \$69,799.32 |
|      |     | Sum Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |             | \$69,799.32 |
|      |     | Sales Tax @ 8.5%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |             | \$ 5,932.94 |
|      |     | Total Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |     |             | \$75,732.26 |

GRAY BAR

CITY OF ANACORTES

\_\_\_\_\_  
Signature

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**1.1 TAXES**

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

**1.2 DELIVERY**

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

**1.3 INSPECTION****A. Of the Work**

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

**B. Project Manager's Authority**

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

**1.4 FEDERAL, STATE AND MUNICIPAL REGULATIONS**

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

**1.5 THE CITY'S RIGHT TO TERMINATE CONTRACT****A. Termination for Default**

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

**B. Termination for Public Convenience**

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

**1.6 CHANGES/ADDITIONAL WORK**

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



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

#### 1.7 REGISTERED OR LICENSED CONTRACTOR

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

#### 1.8 INDEPENDENT CONTRACTOR

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

#### 1.9 PAYMENT

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

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

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

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

#### 1.10 WITHHOLDING PAYMENT

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

#### 1.11 FINAL PAYMENT; WAIVER OF CLAIM

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

#### 1.12 DEFENSE AND INDEMNITY AGREEMENT

The Contractor agrees to defend, indemnify and save harmless the City, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or

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

#### 1.13 INSURANCE

##### A. Insurance Term

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

##### B. No Limitation

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

##### C. Minimum Scope of Insurance

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

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

##### D. Minimum Amounts of Insurance

Vendor shall maintain the following insurance limits:

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

##### E. Other Insurance Provision

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

##### F. Acceptability of Insurers

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

##### G. Verification of Coverage

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

##### H. Notice of Cancellation

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

##### I. Failure to Maintain Insurance

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

##### J. Public Entity Full Availability of Vendor Limits

If the Vendor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the



Vendor, irrespective of whether such limits maintained by the Vendor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Vendor.

#### 1.14 INDUSTRIAL INSURANCE WAIVER

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

#### 1.15 DISPUTES

##### A. General

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

##### B. Notice of Potential Claims

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

##### C. Detailed Claim

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

#### 1.16 FORCE MAJEURE

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

#### 1.17 VENUE AND CHOICE OF LAW

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

#### 1.18 NOTICE

Except as set forth elsewhere in the Contract, for all purposes under this Contract, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to City Clerk, 904 6<sup>th</sup> Street, PO Box 547, Anacortes, WA, 98221-0547. Notice to the Contractor for all purposes under this Contract shall be given to the address reflected on the Quote Documents. Notice may

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

**1.19 SEVERABILITY**

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

**1.20 WAIVER**

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

**1.21 SURVIVAL**

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

**1.22 ENTIRE CONTRACT**

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



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

To: ANACORTES CITY OF/COMM  
CITY HALL  
ANACORTES WA 98221  
Attn: STEPHANIE AUSTIN/NOANET  
Phone: 509-481-5054  
Fax:  
Email:

Date: 05/19/2017  
Proj Name:  
GB Quote #: 0227640352  
Valid From: 05/19/2017  
Valid To: 06/18/2017  
Contact: JONAH LIZA AFRICANO  
Email: jonahliza.africano@graybar.com

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

| Item | Quantity | Supplier | Catalog Nbr | Description | Price | Unit | Ext.Price |
|------|----------|----------|-------------|-------------|-------|------|-----------|
|------|----------|----------|-------------|-------------|-------|------|-----------|

Notes: FREIGHT INCLUDED IN PRICING (GROUND SHIPMENT ONLY)

SHIP-TO: 2201 37TH ST, Anacortes, WA, 98221

LEAD TIME: Approx 5 WEEKS ARO plus transit time. (LT is subject to change)

### SPECIAL ORDER AND NON-STOCK ITEMS:

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

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

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7406 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.  
Unless noted the estimated ship date will be determined at the time of order placement.

To: ANACORTES CITY OF/COMM  
CITY HALL  
ANACORTES WA 98221  
Attn: STEPHANIE AUSTIN/NOANET

Date: 05/19/2017  
Proj Name:  
GB Quote #: 0227640352

## Proposal

We Appreciate Your Request and Take Pleasure In Responding As Follows

|                            |           |           |                                      |                                 |         |     |             |
|----------------------------|-----------|-----------|--------------------------------------|---------------------------------|---------|-----|-------------|
| 100                        | 4,650 EA  | COMMSCOPE | S-OP-48-LA-A-3E-BK-<br>CMB-CUT REEL  | D-048-LA-8W-F12NS<br>8107300/DB | \$37.91 | 100 | \$1,762.82  |
| GB Part #: 25678933 UPC #: |           |           |                                      |                                 |         |     |             |
| 200                        | 17,880 EA | COMMSCOPE | S-OP-96-LA-A-3E-BK-<br>CMB-CUT REEL  | D-096-LA-8W-F12NS<br>8107303/DB | \$67.56 | 100 | \$12,079.73 |
| GB Part #: 25678935 UPC #: |           |           |                                      |                                 |         |     |             |
| 300                        | 22,100 EA | COMMSCOPE | S-OP-144-LA-A-3E-<br>BK-CMB-CUT REEL | D-144-LA-8W-F12NS<br>8107305/DB | \$96.21 | 100 | \$21,262.41 |
| GB Part #: 25565163 UPC #: |           |           |                                      |                                 |         |     |             |
| 400                        | 13,050 EA | COMMSCOPE | S-OP-144-LA-A-3E-<br>BK-CMB-CUT REEL | D-144-LA-8W-F12NS<br>8107305/DB | \$96.21 | 100 | \$12,555.41 |
| GB Part #: 25565163 UPC #: |           |           |                                      |                                 |         |     |             |
| 500                        | 14,500 EA | COMMSCOPE | S-OP-144-LA-A-3E-<br>BK-CMB-CUT REEL | D-144-LA-8W-F12NS<br>8107305/DB | \$96.21 | 100 | \$13,950.45 |
| GB Part #: 25565163 UPC #: |           |           |                                      |                                 |         |     |             |
| 600                        | 5,000 EA  | COMMSCOPE | S-OP-144-LA-A-3E-<br>BK-CMB-CUT REEL | D-144-LA-8W-F12NS<br>8107305/DB | \$96.21 | 100 | \$4,810.50  |
| GB Part #: 25565163 UPC #: |           |           |                                      |                                 |         |     |             |
| 700                        | 5,000 EA  | COMMSCOPE | S-OP-96-LA-A-3E-BK-<br>CMB-CUT REEL  | D-096-LA-8W-F12NS<br>8107303/DB | \$67.56 | 100 | \$3,378.00  |
| GB Part #: 25678935 UPC #: |           |           |                                      |                                 |         |     |             |

Subtotal: \$69,799.32  
Estimated Tax: \$5,932.94  
(Actual tax value will be calculated at time of order placement)  
Total: \$75,732.26

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.  
Unless noted the estimated ship date will be determined at the time of order placement.





## Anacortes City Council

### Proposed Agenda Items for the Next Eight Weeks Beginning June 5, 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 5, 2017

- Contract Award: Water Treatment Plant LED Lighting Retrofit & Upgrade Project
- Closed Record Public Hearing: CUP-2017-0001, Anacortes School District, Cap Sante High School Portable(s) at SE corner of 22nd Street & "J" Avenue
- Request for Final Plat Approval: PUD-2011-0001, Jacob's Meadow, D Avenue/30th Street (Discussion/Possible Action)

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#### June 12, 2017

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#### June 19, 2017

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#### June 26, 2017

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#### July 3, 2017

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

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#### July 10, 2017

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#### July 17, 2017

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#### July 24, 2017

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#### Upcoming City Council Committee Meetings

*The public is welcome to attend City Council Committee Meetings.*

- Parks & Recreation, Thursday, May 18, 2017, 6:00 PM, Main Conference Room, City Hall
- Planning, Monday, May 22, 2017, 5:00 PM, Main Conference Room, City Hall
- Housing Affordability & Community Services, Thursday, Jun 1, 2017, 1:30 PM, City Hall
- Public Works, Monday, Jun 5, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Jun 12, 2017, 5:00 PM, Main Conference Room, City Hall

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