Our mission is to maintain and improve the quality of life reflecting community expectations through a focus on public participation and employees-mayor-council teamwork.

Anacortes City Council

NOTICE OF SPECIAL MEETING

Monday, April 3, 2017
5:30 p.m.

Municipal Building Council Chambers
904 6th Street

NOTICE IS HEREBY GIVEN that the Anacortes City Council will hold a special meeting on Monday, April 3, 2017 at 5:30 p.m. for the purpose of conducting an Executive Session lasting approximately 30 minutes regarding potential litigation per RCW 42.30.110(1)(i).

No testimony will be received and no action will be taken.

The regularly scheduled Anacortes City Council meeting of April 3, 2017 will be called to order at 6:00 p.m. immediately following the special meeting.

Published: **March 29, 2017**

Distribution: **City Council**
Media

If reasonable accommodation of a disability is needed please contact Cherri Kahns at 299-1950 at least 48 hours prior to this meeting.

Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

April 3, 2017
6:00 p.m.

*** REVISED * PRELIMINARY AGENDA**

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Announcements and Committee Reports**
   a. Honor Outgoing Police Chief Bonnie Bowers
   b. Public Works Committee

4. **Public Comment**

5. **Consent Agenda (Action)**
   a. Minutes of March 27, 2017
   b. Approval of Claims in the amount of: $188,510.39
   c. Contract Award: Downtown Sidewalks Phase 1 (17-028-TRN-001)
   d. Contract Award: 2017 Asphalt Overlay Project (17-003-TRN-001)
   e. Findings of Fact, Conclusions of Law and Decision: CUP-2016-1005, Conditional Use Permit/Essential Public Facility (EPF) to permit an outpatient substance use and primary care medical service type of land use within an existing office building
   f. Street Fair Applications: Art Walk Summer Pedestrian Plaza; Anacortes Farmers Market; Fueling Education Fun Run
   g. Regional Water Contracts: Tesoro
   h. Contract Award: Microsoft Volume Licensing Enterprise Agreement

6. **Public Hearings**

7. **Other Business**
   a. **Ordinance 3002:** Extending Temporary Amendment to Traffic and Parking on 6th Street and H Avenue during the Guemes Ferry Haul-Out

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 April 10, 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.

April 10, 2017

•Contract Award: Blue Heron Circle Reservoirs Construction

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April 17, 2017

****

April 24, 2017

•CDBG - Review draft 2017/2018 Action Plan, Housing Needs & Community Input

•Anacortes School District Early Learning Programs Presentation (Discussion)

****

May 1, 2017

****

May 8, 2017

•Anacortes Historic Preservation Board Annual Report (Discussion)

****

May 15, 2017

****

May 22, 2017

****

June 5, 2017

****

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Housing Affordability & Community Services, Thursday, Apr 6, 2017, 1:30 PM, City Hall

•Planning, Monday, Apr 10, 2017, 5:00 PM, Main Conference Room, City Hall

•Public Safety, Tuesday, Apr 11, 2017, 4:30 PM, City Hall

•Finance, Wednesday, Apr 12, 2017, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue

•Public Works, Monday, Apr 17, 2017, 5:00 PM, Public Works Director's Office, City Hall

•Planning, Monday, Apr 24, 2017, 5:00 PM, Main Conference Room, City Hall

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City Council Minutes – March 27, 2017

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of March 27, 2017 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Liz Lovelett, John Archibald and Matt Miller were present. Councilmember Brad Adams was absent. The assembly joined in the Pledge of Allegiance.

Mr. Walters moved, seconded by Mr. Johnson, to amend the agenda to add Consent Agenda Item 5d, Contract Modification: March Point Road Shoulder Widening Engineering and Design Services (15-006-TRN-003).

Mayor Gere announced that Agenda Item 7a, Cascade Natural Gas Company Phase 5 Replacement Project Presentation, would advance to immediately follow the Consent Agenda as a courtesy to the guest speaker.

Announcements and Committee Reports

Confirmation and Swearing in of Police Chief John D. Small: Mayor Gere requested Council confirmation of her appointment of Captain John D. Small as Police Chief upon the retirement of Chief Bonnie Bowers on April 1, 2017. After commenting that the city was fortunate to have such a qualified successor to Chief Bowers, Mr. Miller moved, seconded by Mr. Johnson, to confirm the mayor's appointment of John D. Small as Police Chief. Mr. Walters noted that the appointment had been reviewed by both the Personnel and Public Safety Committees and unanimously recommended by the interview panel which included Ms. Pickett, Mr. Miller, and community members representing Anacortes High School, the two refineries, and Skagit County Sheriff Will Reichardt. Vote: Ayes – Walters, Pickett, Lovelett, Archibald, Miller and Johnson. Motion carried.

Mayor Gere administered the oath of office to John Small. Chief Small thanked the mayor and Council for the opportunity to serve the city as Chief. He introduced the members of his family and thanked his colleagues in the police department especially outgoing Chief Bonnie Bowers.

Planning Committee: Mr. Walters reported from the committee meeting earlier in the evening at which the members discussed the prospect of a new youth/teen center in town and also briefly discussed accessory dwelling units. Mr. Archibald added that public comment opportunities on the commercial zoning regulations would be coming up in April.

Ms. Lovelett reported from the Depot Master Planning Stakeholder Meeting the prior Friday.

Ms. Lovelett reported on the progress of the Storvik Park spray pad and said the amenity was expected to open later in the spring.

Public Comment

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

Consent Agenda

Mr. Johnson removed Item 5c, Contract Modification: On-Call SCADA & PLC Services at the WWTP (15-009-SEW-001), from the Consent Agenda.

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

a. Minutes of March 16, 2017 and March 20, 2017
b. Approval of Claims in the amount of: $449,759.99
d. Contract Modification: March Point Road Shoulder Widening Engineering and Design Services (15-006-TRN-003).

The following vouchers/checks were approved for payment:
EFT numbers: 84282 through 84321, total $205,730.69
Check numbers: 84322 through 84361, total $212,709.03
Wire transfer numbers: 201468 through 214592, total $18,288.21

c. Contract Modification: On-Call SCADA & PLC Services at the WWTP (15-009-SEW-001)

Mr. Johnson asked for an explanation of the increase in the contract amount. Wastewater Treatment Plant Manager Becky Fox explained the nature of the on call contract and the types of services provided by QCC to service the software and controls at the plant and its pump stations as needs arise. She said the modification would extend the contract through December 2018 and cover charges for services anticipated to be provided during that time. Mr. Johnson moved, seconded by Ms. Pickett, to approve Consent Agenda Item 5c. The motion passed unanimously by voice vote.

OTHER BUSINESS

Cascade Natural Gas Company Phase 5 Replacement Project Presentation

Ted McCammant, Cascade Natural Gas Operations Manager for the Mount Vernon District, updated Council on CNG's bare steel pipe replacement project. He explained that CNG is engaged in a phased multi-year project to replace mains and service lines installed prior to 1953. Mr. McCammant said the 8-phase project began in 2012 and was scheduled to complete by 2020. He distributed maps illustrating the geographic range of each phase and the limits of Phase 5 which was scheduled to begin June 1, 2017; the maps were added to the packet materials for the meeting. Mr. McCammant noted that restoration work for Phase 4 was still underway but was expected to complete by June 1. Mr. Miller and Mr. Johnson confirmed that CNG was coordinating its in ground work with the city's street overlay schedule. Mr. Johnson asked that CNG provide Phase 5 plans when complete so those could be made available on the city website. Mr. McCammant agreed to do so.

PUBLIC HEARINGS

Closed Record Public Hearing: CUP-2016-1005

Associate Planner Kevin Cricchio presented an application from the Swinomish Indian Tribal Community for a Conditional Use Permit/Essential Public Facility (EPF) to permit an outpatient substance use and primary care medical service type of land use within an existing office building at 8212 South March Point Road. Mr. Cricchio's slides were added to the packet materials for the meeting. Mr. Cricchio summarized the current zoning; surrounding zoning and land uses; the Planning Director's designation of the proposed use as a Local Essential Public Facility per Anacortes Municipal Code §17.75.060(A)(2); the absence of public comment; the open record public hearing held before the Planning Commission on March 8, 2017; noticing as required by code; critical areas review; SEPA environmental review; the staff recommendation for approval subject to suggested conditions of approval; and the Planning Commission's unanimous recommendation of approval subject to staff's suggested conditions of approval. Mr. Cricchio reported that no appeals of the Planning Commission recommendation had been filed. He called Council's attention to Exhibits 1, 10 and 11 in the packet materials.

Ms. Lovelett asked about Condition 11. Mr. Johnson asked about the "applicant's long-range plans for facilities and operations" referenced at the top of page 6 of the Planning Commission's Findings of Fact, Conclusions of Law and Recommendation. Ms. Lovelett asked if the proximity of the proposed facility to a recreational marijuana retailer would be a problem. Mr. Cricchio indicated that the applicant would address those questions.

Mayor Gere invited the applicant to address the Council.

John Stephens, Programs Administrator for the Swinomish Tribal Community, summarized the proposed Swinomish didgʷálič Wellness Center. His slide presentation was added to the packet materials for the meeting. Mr. Stephens addressed the national public health crisis in substance abuse and specifically opioid use including emergency room visits, mortality trends and related crime statistics. He discussed the Skagit County Population Health Trust and the work of its Opioid Workgroup Leadership Team. He said the tribe was undertaking the proposed project to address a broad public health need and would treat both tribal members and others with the expectation that the vast majority of clients would be non-native. Mr. Stephens described the tribe's internal program to help addicted tribal members to become functioning members of the community again and said that after proving that the service delivery model was successful, the tribal senate undertook to offer the same services to the wider community. He said the tribe was fully funding the investment and that the center had a sustainable financial model as a fee for service operation accepting private coverage, Medicaid and Indian Health Service coverage.

Mr. Stephens shared the extensive list of services to be offered. He said the Center would be the only full service clinic of its type north of Snohomish county and emphasized, "This is not a dose and go clinic." Mr. Stephens listed the six different state and federal agencies that would regulate the Center. He summarized the program size, estimated at 200 patients in the first year and 350 in following years with 20-25 staff members and over $1M of payroll annually. He stressed the importance of public transit readily available at the site and referenced plans to ensure safety of patients and the community. Mr. Stephens said the tribe had not identified any adverse impacts of the facility on the wider community and in fact expected it would alleviate burdens on first responders, public hospitals and law enforcement.

Anticipating questions from the public, Mr. Stephens said that the tribe had not applied to have the subject parcel taken into trust but that it would likely do so in the future. He said the $12,000 annual property tax paid on the parcel was far less than what the tribe would be investing in the Center. He responded to questions from Ms. Lovelett that the Center would treat addictions to substances other than opioids, would provide services to Medicaid clients and was working through how clients with no insurance might be served, and would provide a needle exchange program not limited to clients of the Center. Ms. Lovelett and Mr. Johnson both said they were impressed by the range of services that would be provided. In response to Mr. Johnson's question about long range plans, Mr. Stephens said he would like to get the Center up and running and tested before considering expansion but that tribal leaders anticipated a need to expand. In response to Ms. Lovelett's question about potential adverse interplay with the recreational marijuana retailer down the street, Mr. Stephens said he did not anticipate problems and said NIH studies suggest that medicinal use of marijuana may be an effective opioid treatment regimen.

Mayor Gere invited parties of record to address the council.

Jordan Michael Wilbur, 11167 Swinomish Avenue, thanked Council on behalf of Swinomish for allowing the tribe to present the Center. Mr. Wilbur said the tribe is trying to better the community both on and off the reservation and that the proposed Center would benefit everyone. Mr. Wilbur said the Swinomish Wellness Program gave him back his life and his family and helped many people get back on their feet from addiction. He described the invaluable service provided and reminded that lives were at stake. He

said if this program had been established earlier, lives could have been saved. Mr. Wilbur thanked Council for allowing the tribe to present this dream of its people.

No other parties of record wished to address the Council.

Mr. Johnson moved, seconded by Ms. Lovelett, to approve CUP-2016-1005 subject to the staff's recommended conditions of approval. Councilmembers Lovelett, Archibald and Pickett thanked the Swinomish Tribal Community for undertaking the project. Vote: Ayes – Pickett, Lovelett, Archibald, Miller, Johnson and Walters. Motion carried.

There being no further business, at approximately 7:20 p.m. the Anacortes City Council meeting of March 27, 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 April 3, 2017 City Council meeting:

Download this file in OpenDocument spreadsheet format.

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
212388	1/11/2017	4HZZ6TU7D	09137	RED LION BELLEVUE INN	TRAINING HOTEL STAY; PRACTICAL HOMICIDE INV; PRUIETT & CLIFFORD	$380.95
214833	2/24/2017	113-8255949-5287463	08811	AMAZON.COM	ONE HOUR FAST CHARGER	$2.36
214662	2/25/2017	8498 30 017 0487207	04412	COMCAST	CITY HALL INTERNET CONNECTION 3/5-4/4/17	$191.12
214064	2/27/2017	002-5081765-0365057	08811	AMAZON.COM	TROND HALO LED DESK LAMPS	$59.98
213752	2/27/2017	66294	02670	SUNLAND BARK & TOPSOILS	BARK FOR CITY HALL	$94.72
213751	2/27/2017	89267	00939	FASTENAL CO	RATCHET BIND AND CHAIN	$335.29
213810	2/28/2017	1330595-70144563	10024	WFOA, WA FINANCE OFFICERS ASSOC	MEMBERSHIP RENEWAL - STEFFEN/MILES	$100.00
213809	2/28/2017	13411613	03899	4IMPRINT INC	TUMBLERS - SUNSET LOOP RELAY AWARDS	$391.13
213811	2/28/2017	1946859-99963339	10024	WFOA, WA FINANCE OFFICERS ASSOC	TRAINING STEFFEN/MILES FED GRANT REQUIREMENTS	$250.00
213679	2/28/2017	2655171	10526	KAUFMAN COMPANY, INC.	NITRILE GLOVES XXL	$179.96
214606	2/28/2017	5041115MB	01530	LAKESIDE INDUSTRIES, INC.	CRUSHED ROCK FOR ACFL	$195.62
213981	3/1/2017	001-362175	02109	PISTON SERVICE OF ANACORTES	GAS MIXER	$21.03
214827	3/1/2017	102-6832429-6285033	08811	AMAZON.COM	3" ROUND ULTRABLACK NERF BAR FOR #176	$290.88
214620	3/1/2017	3/1/2017	02930	WASHINGTON STATE PATROL	VOLUNTEER BACKGROUNDS: HAFFNER,	$48.00
214608	3/1/2017	3602990045	07909	FRONTIER COMMUNICATIONS	2 BACKUP LINES: 3/1 - 3/31	$264.70
214713	3/1/2017	A1203169	02405	SEBO'S DO-IT CENTER	WASTE BASKET	$16.26
213982	3/1/2017	waana89351	00939	FASTENAL CO	FASTENERS	$5.51
213983	3/2/2017	100-21622524	09260	GOTPRINT.COM	ART DASH POSTCARDS	$66.62
214829	3/2/2017	102-3918504-4519408	08811	AMAZON.COM	AIR HOSE FOR SHOP	$221.79
213978	3/2/2017	115-7066649-3641811	08811	AMAZON.COM	COFFEE FILTERS - APD	$11.56
213953	3/2/2017	57001549099	02342	SAFEWAY INC	P&R PORGRAM KID'S NIGHT OUT SUPPLIES	$22.84
213954	3/2/2017	58001549100	02342	SAFEWAY INC	SUPPLIES FOR DADDY DAUGHTER DANCE	$69.43
213980	3/2/2017	A00230/1	00021	ACE HARDWARE	PRUNER, SPADE - BALLFIELDS	$44.90
213979	3/2/2017	A1203300	02405	SEBO'S DO-IT CENTER	VALVE BOX COVERS	$30.34
213873	3/3/2017	102-1838066-3448264	08811	AMAZON.COM	PROPANE DECALS FOR #029	$50.74
213897	3/3/2017	103-4103438-1483436	08811	AMAZON.COM	I PHONE CASE FOR STEVE DOEBLER	$10.95

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
213899	3/3/2017	103-7431678-8585051	08811	AMAZON.COM	EMERGENCY SHOWERS & WASHING MACHINE DRAIN PAN	$1,432.71
213898	3/3/2017	103-9983111-3446659	08811	AMAZON.COM	6S CASE FOR REBECCA FOX	$9.95
213947	3/3/2017	115-2672886-2442664	08811	AMAZON.COM	PORTABLE DVD REWRITER EXTERNAL DRIVE	$124.75
213955	3/3/2017	23021011	10355	WEBSTAURANTSTORE	BABY CHANGING STATION - STORVIK RESTROOM	$211.67
213952	3/3/2017	30255	04415	HARBOR FREIGHT TOOLS	TV MOUNT	$190.15
214775	3/3/2017	3389851	08811	AMAZON.COM	FOG JUICE FOR SMOKE MACHINE	$48.48
213951	3/3/2017	474243	02515	SKAGIT FARMERS SUPPLY	TURFACE	$311.67
213950	3/3/2017	706200012509	04308	COSTCO WHOLESALE CORPORATION	SHOP LIGHTS - PARKS BAY @ MAINTENANCE SHOP	$165.23
213949	3/3/2017	B358281	02405	SEBO'S DO-IT CENTER	OUTLETS	$9.62
213948	3/4/2017	115-1324803-2717859	08811	AMAZON.COM	DECIBEL METER - BLDG DEPT	$23.90
214768	3/4/2017	4798 5100 5527 6725	03942	AMERICAN LIBRARY ASSOCIATION	VISA CHARGES - WORKSHOP REGISTRATION	$54.00
214716	3/4/2017	A1204025	02405	SEBO'S DO-IT CENTER	WIRE AND CONNECTORS - TRAINING ROOM	$19.18
214714	3/4/2017	A1204044	02405	SEBO'S DO-IT CENTER	WALL OUTLET - TRAINING ROOM	$3.24
214717	3/5/2017	A1204114	02405	SEBO'S DO-IT CENTER	WRENCHES & PLIERS FOR SCBA REPAIR	$99.20
214051	3/6/2017	B358456	02405	SEBO'S DO-IT CENTER	BATTING CAGE CLIP	$3.57
214183	3/7/2017	001-362650	02109	PISTON SERVICE OF ANACORTES	BALLFIELD SUPPLIES	$85.06
214180	3/7/2017	0168489-IN	06422	NURNBERG SCIENTIFIC	FILTERS & MFC BROTH	$405.12
214505	3/7/2017	2495038	09791	ZOLL MEDICAL CORPORATION	ADULT REUSABLE SENSOR	$738.45
214809	3/7/2017	78294	09888	ELITE K-9	PATROL K9 SUPPLIES; TBONE	$138.98
213986	3/7/2017	A1204677	02405	SEBO'S DO-IT CENTER	ITEM FOR USE @ HEART OF ANACORTES	$13.01
214181	3/7/2017	A1204702	02405	SEBO'S DO-IT CENTER	FASTENERS	$8.88
214182	3/7/2017	A1204794	02405	SEBO'S DO-IT CENTER	DRILL BIT	$17.35
214177	3/7/2017	B358589	02405	SEBO'S DO-IT CENTER	TITEBOND GLUE	$6.28
214292	3/8/2017	0168531-IN	06422	NURNBERG SCIENTIFIC	MFC BROTH	$152.63
214288	3/8/2017	0188-479938	03816	CONSOLIDATED ELECTRICAL	DROP DOWN CORDS	$368.43
214100	3/8/2017	116-6677022-4428232	08811	AMAZON.COM	PAPER TOWELS FOR WWTP	$122.64
214766	3/8/2017	4798 5100 5527 6725	02813	UNITED STATES POSTAL SERVICE	VISA - USPS PREPAID ENVELOPES	$168.00
214605	3/8/2017	5041243MB	01530	LAKESIDE INDUSTRIES, INC.	ACFL CRUSHED ROCK	$79.13
214290	3/8/2017	684590	03738	NAT'L RECREATION & PARK ASSOC	ANNUAL DUES - DUSTIN	$165.00
214179	3/8/2017	9418 3/8	08912	EBAY OR PAYPAL	RAILS TO MOUNT IP BRIDGES	$17.99
214176	3/8/2017	B358637	02405	SEBO'S DO-IT CENTER	FASTENERS - STORVIK PARK RESTROOM	$39.94
214719	3/8/2017	B358668	02405	SEBO'S DO-IT CENTER	DROP CORD SUPPLIES: STRAP, FASTENERS,	$29.10

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
214184	3/8/2017	WAANA89390	00939	FASTENAL CO	HOLE SAW	$14.72
214627	3/9/2017	001-362935	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #151	$43.54
214676	3/9/2017	007136208	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM SHIRT; NEW-HIRE DILLS	$34.84
214293	3/9/2017	0168564-IN	06422	NURNBERG SCIENTIFIC	PETRI DISH	$186.42
214832	3/9/2017	102-0940185-0721860	08811	AMAZON.COM	WHELEN ENGINEERING GROMMET KIT FOR #174	$14.30
214294	3/9/2017	107496221968354 54	08811	AMAZON.COM	ALUMINUM WALL MOUNT CABINET	$54.86
214296	3/9/2017	3116	08552	LITTLE CAESARS PIZZA	PIZZA FOR KIDS NIGHT OUT	$69.36
214767	3/9/2017	5456231	08811	AMAZON.COM	PLASTIC STORAGE BINS (SCBA SUPPLIES)	$36.38
214297	3/9/2017	73001452913	02342	SAFEWAY INC	KIDS NIGHT OUT SUPPLIES	$30.99
214298	3/9/2017	74001452914	02342	SAFEWAY INC	SUPPLIES DADDY DAUGHTER DANCE	$37.48
214119	3/9/2017	856111760	02896	VISA	2017 WSSO CONFERENCE; CSO DOTZAUER	$260.00
214295	3/9/2017	A1205336	02405	SEBO'S DO-IT CENTER	FASTENERS - BALLFIELDS	$17.58
214499	3/9/2017	IN1112683	07823	MUNICIPAL EMERGENCY SERVICES	PORTABLE SCENE LIGHTS	$1,932.92
214178	3/9/2017	WSJSubscription	02910	WALL STREET JOURNAL, THE	WALL ST JOURNAL SUB - MAYOR GERE	$178.15
214447	3/10/2017	10358000	01165	HACH COMPANY	LAB SUPPLIES	$1,527.24
214841	3/10/2017	265128	02896	VISA	TECHNICAL RESCUE MANUAL	$77.00
214127	3/10/2017	51402/2	06246	H.B. JAEGER	PVC PARTS FOR THE POLYMER RELOCATION	$1,453.76
214603	3/10/2017	902336800/10132 3270	01903	NORTHERN SAFETY CO INC	GLOVES & GAS CANS	$315.65
214291	3/10/2017	A04201/1	00021	ACE HARDWARE	SPECIAL EVENTS SUPPLIES	$38.25
214720	3/10/2017	A1205559	02405	SEBO'S DO-IT CENTER	SUPPLIES FOR FINISHING TABLE TOP:	$29.44
214289	3/10/2017	A1205673	02405	SEBO'S DO-IT CENTER	SANDING DISCS	$15.17
214750	3/11/2017	109720117930826 00	08811	AMAZON.COM	TALL GARBAGE BAGS	$27.34
214389	3/11/2017	1234	10184	US BANK	ACCIDENTAL CHARGE - REIMBURSED 3/15	$66.89
214390	3/11/2017	1234	10184	US BANK	ACCIDENTAL CHARGE - REIMBURSED 3/15	$44.59
214299	3/11/2017	37001198394	02342	SAFEWAY INC	DADDY DAUGHTER SUPPLIES - NON-TAXABLE	$73.92
214300	3/11/2017	81001355387	02342	SAFEWAY INC	DADDY DAUGHTER SUPPLIES	$19.40
214391	3/12/2017	1234	10184	US BANK	ACCIDENTAL CHARGE - REIMBURSED 3/15	$212.70
214392	3/12/2017	1234	10184	US BANK	ACCIDENTAL CHARGE - REIMBURSED 3/15	$51.89
214386	3/13/2017	115-3044180-0790650	08811	AMAZON.COM	3.0 16GB FLASHDRIVES - PLANNING	$46.05
214839	3/13/2017	1154635597	08896	WILSON DDS, NICHOLAS J	DODGE, RODNEY, DENTAL SERVICES, DOS: 3/9/17	$173.00
214752	3/13/2017	160946	01132	GREEN RIVER COMMUNITY COLLEGE	CLASS REG./R. MACKAY/DISEASE OUTBREAKS	$175.00
214692	3/13/2017	300000003909	02192	PUGET SOUND ENERGY	WWTP & PUMP STATIONS ENERGY BILLING	$17,820.06

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
214525	3/13/2017	300000004923	02192	PUGET SOUND ENERGY	ALL STATIONS: 2/3 - 3/8	$1,017.51
214748	3/13/2017	34879	00914	EVERGREEN RURAL WATER OF WA	CLASS REG/T. IRVING/EMERGENCY MGMT FOR	$125.00
214631	3/13/2017	5450	01694	MCCORMACK'S CLASSIC CARS	REPAIRS TO VEH #108	$1,805.44
214393	3/13/2017	548682	00789	DIAMOND RENTALS & CONSTRUCTION	DADDY DAUGHTER DANCE SUPPLIES	$54.25
214385	3/13/2017	A1206426	02405	SEBO'S DO-IT CENTER	FASTENERS	$19.62
214384	3/13/2017	A1206491	02405	SEBO'S DO-IT CENTER	FASTENERS	$13.11
214626	3/13/2017	RE 41 JA6641 L011	02941	WASH ST DEPT OF TRANSPORTATION	SAND & ANTI ICE - LABOR, FEBRUARY 2017	$764.55
214819	3/14/2017	002-4885986	08811	AMAZON.COM	CABLE/CLAMPS/RINGS	$105.62
214485	3/14/2017	103018037983578 11	08811	AMAZON.COM	SHARPIE MARKERS	$7.11
214537	3/14/2017	10362859	01165	HACH COMPANY	FORMAZIN	$81.11
214387	3/14/2017	115-6885200-3341058	08811	AMAZON.COM	SHORETEL WIRELESS HEADSET - BLDG - GROC	$220.41
214446	3/14/2017	16120601	05523	PACIFIC POWER BATTERIES	LIBRARY - REPLACEMENT BATTERIES FAUCET	$71.34
214514	3/14/2017	2497947	09791	ZOLL MEDICAL CORPORATION	2 LG ADULT CUFFS, 2 LONG ADULT, 2 SM	$338.96
214683	3/14/2017	32429	10419	SUNSET KENNEL	K9 T-BONE GROOMING	$50.00
214504	3/14/2017	389378	01588	LIFE ASSIST, INC	NYLON WRENCHES FOR O2 BOTTLES	$36.97
214445	3/14/2017	85610115436	07231	HOME DEPOT	MICROWAVE - 3RD FLOOR	$194.22
214723	3/14/2017	B359112	02405	SEBO'S DO-IT CENTER	STAIN FOR TABLE TOP	$10.84
214836	3/14/2017	LeePettyCash	02089	PETTY CASH FUND	REIMBURSE PETTY FUND	$10.00
214807	3/15/2017	00102674	03932	SAFARILAND, LLC	PATROL SUPPLIES; NIK TESTS - METH	$166.01
214621	3/15/2017	1-SG-8849	09036	IMAGE 360	LOGO FOR TABLE	$63.79
214773	3/15/2017	103-6002886-4930629	08811	AMAZON.COM	PERMANENT MARKERS	$7.48
214198	3/15/2017	1122463	02137	POLYDYNE INC	CLARIFLOC POLYMER FOR SLUDGE INCINERATOR	$2,265.48
214794	3/15/2017	1131494	02964	WASHINGTON LIBRARY ASSOCIATION	REGISTRATION JV	$150.00
214711	3/15/2017	1153390	02681	SURETY PEST CONTROL	MARCH SERVICE - 29-2	$44.49
214624	3/15/2017	5041320MB	01530	LAKESIDE INDUSTRIES, INC.	CONCRETE DUMPED - STREET DEPT.	$44.30
214472	3/15/2017	C277754	02405	SEBO'S DO-IT CENTER	SAW BLADE	$28.19
214721	3/15/2017	TB-170770673	10094	GOOD TO GO!	TRAVEL CHARGES	$10.25
214478	3/16/2017	0183390	00950	FIDALGO BAY COFFEE INC	10 LBS. COFFEE 3/16	$93.00
214710	3/16/2017	10367357	01165	HACH COMPANY	LAMP ASSEMBLY	$369.87
214762	3/16/2017	105-3433780-5685038	08811	AMAZON.COM	D BATTERIES	$12.44
214796	3/16/2017	27956	02964	WASHINGTON LIBRARY ASSOCIATION	REGISTRATION GVH	$150.00
214574	3/16/2017	305353	06888	PROFORCE LAW ENFORCEMENT	PATROL SUPPLIES; TASER BATTERIES	$185.50

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214688	3/16/2017	41600221333	02909	LES SCHWAB TIRE CENTERS	FLAT REPAIR FOR VEHICLE #019	$18.45
214843	3/16/2017	66001069	08912	EBAY OR PAYPAL	REPLACEMENT DRAWER PULLS 29-1	$12.60
214758	3/16/2017	891850	08839	BLACKSTONE AUDIO, INC	BOOKS ON CD	$50.00
214530	3/16/2017	Ace & Home Depot	10532	BYER, CHRIS	REIMBURSEMENT: GLAZE & SUPPLIES FOR TABLE TOP	$145.68
214473	3/16/2017	U69657/1	00021	ACE HARDWARE	LITHIUM BATTERIES	$9.75
214837	3/17/2017	101412	00244	ASSOCIATION OF WASHINGTON	APRIL SUPPLEMENTAL LIFE INSURANCE	$314.11
214471	3/17/2017	104-9777831-9727420	08811	AMAZON.COM	KYOCERA TK1142 TONER CARTRIDGE - LEGAL	$59.37
214536	3/17/2017	109-4187713-2076244	08811	AMAZON.COM	USB BARCODE SCANNERS IT AND LIBRARY	$51.98
214726	3/17/2017	1758562	06347	WITMER PUBLIC SAFETY GROUP INC	GREEN VOLUNTEER HELMETS	$784.16
214516	3/17/2017	2017-100565	08874	ALADTEC INC	ADDITIONAL ONLINE VOLUNTEER MEMBERS	$108.82
214777	3/17/2017	3137064	08811	AMAZON.COM	STRATEGIC & TACTICAL . . . (JATC MANUAL)	$514.12
214617	3/17/2017	66553	10550	WALLACE, GALEN	REIMBURSEMENT FOR POWDER COAT ON TABLE	$136.43
214562	3/17/2017	8403107149	00007	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	$479.74
214724	3/17/2017	A1207725	02405	SEBO'S DO-IT CENTER	GLOVES FOR VOLUNTEERS	$26.02
214522	3/17/2017	AFD WS Q416	02505	SKAGIT- 911	4TH QTR 2016 WESTSIDE PROJECT	$8,092.24
214792	3/17/2017	AR64719	09741	ELECTRONIC BUSINESS MACHINES	OPERATIONS COPY MACHINE 11/14/16 - 02/13/17	$233.85
214795	3/17/2017	POS11751	02090	PETTY CASH FUND	COLLECTIONS SUPPLIES	$3.24
214610	3/18/2017	000099E018117	02817	UNITED PARCEL SERVICE	SHIPPING SEWER CAMERA FOR REPAIRS	$161.72
214535	3/18/2017	104-9777831-9727420a	08811	AMAZON.COM	BREAK ROOM & CLEANING SUPPLIES	$18.97
214538	3/18/2017	107-4918542-6622617	08811	AMAZON.COM	VOLLEYBALLS	$115.38
214490	3/19/2017	108870598611250 29	08811	AMAZON.COM	WOOD DESK ORGANIZERS	$159.96
214601	3/19/2017	997	10549	YOLO'S MEXICAN GRILL	MEALS FOR PRIVACY OFFICIAL TRAINING	$18.14
214521	3/20/2017	002-1106329-4474602	08811	AMAZON.COM	BLACKJACK HELMET STRAP SYSTEM	$92.00
214589	3/20/2017	0168991-IN	06422	NURNBERG SCIENTIFIC	TONGS 9.5 INCH	$89.14
214607	3/20/2017	0203492-IN	02260	REISNER DISTRIBUTOR INC	GREASE FOR SHOP	$87.32
214831	3/20/2017	0542005-001	02835	UNUM LIFE INS CO OF AMERICA	APRIL, LEOFF LONG-TERM CARE PREMIUM	$985.35
214585	3/20/2017	100-10004312	05987	ALL BATTERY SALES & SERVICE	PARTS FOR VEH #174 & #177	$531.54
214684	3/20/2017	100019	01939	NORTHSTAR CHEMICAL INC.	SODIUM BISULFITE 38% SOLUTION	$1,234.08
214712	3/20/2017	10371375	01165	HACH COMPANY	FLUORIDE	$434.58
214602	3/20/2017	151992236	08490	CONTROL FACTORS-SEATTLE INC	CHECK VALVES AND BALL VALVES	$1,813.07
214614	3/20/2017	16940000009	00494	CASCADE NATURAL GAS CORP.	STA 2: 2/15 - 3/17	$149.41
214675	3/20/2017	17A01864	00180	ANACORTES TOWING LLC	TOWING; APD CASE #17-A01864	$162.75

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214655	3/20/2017	2431	10551	THE LOCAL	MEALS FOR PRIVACY OFFICIAL TRAINING	$15.44
214845	3/20/2017	30099	02896	VISA	BREAK-AWAY SAFETY VESTS	$44.50
214745	3/20/2017	38029869	01616	LOWE'S BUSINESS ACCOUNT/GEMB	HARD HAT HEADLAMPS	$130.61
214656	3/20/2017	427716207276	10515	PLANET HOLLEYWOOD RESORT	LODGING PRIVACY OFFICIAL HIPAA CERTIFICATION	$167.89
214657	3/20/2017	55001216702	02342	SAFEWAY INC	MESSY ME SUPPLIES	$12.71
214615	3/20/2017	67440000007	07909	FRONTIER COMMUNICATIONS	STA 1: 2/15 - 3/17	$216.49
214778	3/20/2017	9337806	08811	AMAZON.COM	VEHICLE STORAGE BRACKETS	$122.40
214600	3/20/2017	950551382746707 90662	02813	UNITED STATES POSTAL SERVICE	POSTAGE-MAIL TO BANK OF NY FOR BOND	$6.65
214755	3/20/2017	97746967	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	$38.37
214757	3/20/2017	97746968	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - JUVENILE	$44.19
214756	3/20/2017	97746969	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	$708.42
214782	3/20/2017	9782506456	02879	VERIZON WIRELESS	SCADA CHARGE FOR FERRY TERMINAL	$493.23
214488	3/20/2017	Order 2	08811	AMAZON.COM	PAPER CLIPS SMOOTH EDGE	$7.61
214846	3/21/2017	000000018	00761	DEPT OF RETIREMENT SYSTEMS	OASI SOCIAL SECURITY VERIFICATION SERVICE	$80.15
214630	3/21/2017	001-363925	02109	PISTON SERVICE OF ANACORTES	PART FOR #9902A	$8.76
214628	3/21/2017	001-363929	02109	PISTON SERVICE OF ANACORTES	SUPPLY FOR SHOP	$39.62
214658	3/21/2017	0253	10062	SCHELLING, KIMBERLEE	PHOTOGRAPHY- DADDY DAUGHTER DANCE	$781.20
214545	3/21/2017	102-9424695-7609028	08811	AMAZON.COM	DEE ZEE POWDER COAT SIDE STEPS #180	$123.55
214730	3/21/2017	137630	02280	SCOTT RICHARDS INSURANCE, INC	INSURE ER 387 INFLATABLE BOAT	$144.07
214759	3/21/2017	1452-140823780032117	09151	OVERDRIVE INC.	E BOOK	$91.09
214765	3/21/2017	15266	09617	FRONTLINE CLEANING SERVICES	CUSTODIAL SERVICE	$1,314.78
214609	3/21/2017	15279	09617	FRONTLINE CLEANING SERVICES	JANITORIAL SERVICES FOR MARCH	$336.00
214622	3/21/2017	16120817	05523	PACIFIC POWER BATTERIES	D, LITHIUM BATTERIES	$111.00
214616	3/21/2017	1874883	09961	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	$12.57
214586	3/21/2017	1990084140	06718	ARAMARK	WTP LAUNDRY SERVICE	$141.03
214753	3/21/2017	719226	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES, DIVIDERS, BINDER,	$59.62
214687	3/21/2017	8136 50 291 0005268	09989	WAVE	FIBER LEASE WTP TO CITY HALL 4/1-4/30/17	$319.56
214834	3/21/2017	83389	02666	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES, FIRE BARGAINING UNIT	$510.00
214822	3/21/2017	911434/1	00021	ACE HARDWARE	SAW BLADES AND SINKER NAILS	$31.86
214632	3/21/2017	946	00719	DALCO INC	PARTS FOR #7924	$87.54
214647	3/21/2017	A1208920	02405	SEBO'S DO-IT CENTER	GAS CAN SUPPLIES	$47.03
214653	3/21/2017	A1208966	02405	SEBO'S DO-IT CENTER	FASTENERS	$9.48

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214654	3/21/2017	A1208974	02405	SEBO'S DO-IT CENTER	FASTENERS	$5.62
214651	3/21/2017	A1208979	02405	SEBO'S DO-IT CENTER	CLEANING SUPPLIES	$41.19
214652	3/21/2017	A1209024	02405	SEBO'S DO-IT CENTER	FASTENERS	$3.12
214648	3/21/2017	AKD-73654087562	08491	CLEVERBRIDGE INC	LANDSWEEPER HELPDESK AGENT	$360.00
214847	3/21/2017	E1581157	06347	WITMER PUBLIC SAFETY GROUP INC	5 ANNUAL AWARD ITEMS	$147.94
214728	3/21/2017	IN1115624	07823	MUNICIPAL EMERGENCY SERVICES	EXTRCIATION EQUIPMENT COVERED BY TESORO	$18,663.63
214649	3/21/2017	WPG819145	06539	POSGUYS.COM	LIBRARY PRINTERS	$664.02
214625	3/22/2017	001-363973	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #606	$24.65
214629	3/22/2017	001-363982	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #180	$32.24
214825	3/22/2017	0188-480357	03816	CONSOLIDATED ELECTRICAL	ELECTRICAL WIRE AND SCREW DRIVER	$158.75
214804	3/22/2017	038 200 0000 2	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS	$723.05
214715	3/22/2017	1035897	02519	SKAGIT PUBLISHING LLC	PUBLISH AA-1593921 AA-1595057 AA-1595166 AA-1595475	$170.52
214761	3/22/2017	1153349	02681	SURETY PEST CONTROL	PEST CONTROL	$66.19
214823	3/22/2017	1416-U01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - WT PRESTON	$197.47
214821	3/22/2017	1417-U01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - FIRE STATION I	$507.78
214820	3/22/2017	1418-U01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - FIRE STATION II	$187.71
214818	3/22/2017	1419-U01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - FIRE DEPT I & II CO-RAY VAC HEATER	$478.49
214817	3/22/2017	1424-U01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - MAINTENANCE SHOP	$214.83
214760	3/22/2017	154 700 0000 9	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS 1220 10TH STREET	$1,001.88
214613	3/22/2017	16-070-IDS	10287	LEVERAGE INFORMATION SYSTEMS	RETAINAGE RELEASE	$203.54
214835	3/22/2017	160218	10544	CRALEY GROUP LIMITED	FIBER MICRO-DUCT SYSTEM - STAGE 1	$21,776.26
214727	3/22/2017	170207-3618	09913	LAB/COR, INC.	CYRPTO-GARDIA SAMPLING	$900.00
214811	3/22/2017	199 800 0000 4	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS - 703 R AVE	$285.92
214799	3/22/2017	265866	01023	FRONTIER BUILDING SUPPLY	EXHIBIT SUPPLIES - QUILT WALK	$79.49
214702	3/22/2017	30519982	10345	HOTEL RL BY RED LION SPOKANE	LODGING-J MARRS	$338.64
214673	3/22/2017	49575	00524	CENTRAL WELDING SUPPLY CO, INC	SOCCER GOAL SUPPLIES	$61.01
214744	3/22/2017	55206012	01616	LOWE'S BUSINESS ACCOUNT/GEMB	PIPE FITTINGS FOR FILTER #8 SAND	$45.97
214690	3/22/2017	710 300 0000	00494	CASCADE NATURAL GAS CORP.	GAS CHARGES 2/17 - 3/21/17 FOR	$975.01
214691	3/22/2017	795 700 0000 4	00494	CASCADE NATURAL GAS CORP.	CITY HALL 2/17-3/21/17	$1,176.14

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214840	3/22/2017	81414	00369	BLYTHE PLUMBING & HEATING INC	REPAIR SERVICE - BOILER SYSTEM LEAK	$286.85
214772	3/22/2017	8681022	08811	AMAZON.COM	VEHICLE STORAGE BRACKET	$45.00
214810	3/22/2017	912 800 0000 0	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS - 1305 8TH	$328.39
214695	3/22/2017	A1209398	02405	SEBO'S DO-IT CENTER	POLY HOSE HANGER FOR SHOP	$4.78
214633	3/22/2017	S6-1888960	05774	SEATTLE AUTOMOTIVE	SUPPLIES FOR SHOP	$80.44
214634	3/22/2017	S6-1888971	05774	SEATTLE AUTOMOTIVE	SUPPLIES FOR SHOP	$18.29
214826	3/22/2017	WAANA89781	00939	FASTENAL CO	SLINGS	$99.77
214661	3/23/2017	001-364091	02109	PISTON SERVICE OF ANACORTES	O RINGS	$7.02
214659	3/23/2017	0183547	00950	FIDALGO BAY COFFEE INC	COFFEE ORDER FOR OPS/PARKS DEPT- 12LBS	$111.60
214703	3/23/2017	100645602	02966	WPTA	HOGLUND WPTA CONFERENCE	$250.00
214805	3/23/2017	106-4661333-5528214	08811	AMAZON.COM	OFFICE SUPPLIES; WRIST REST RECORDS	$13.91
214806	3/23/2017	106-5853722-0636218	08811	AMAZON.COM	SIT/STAND DESK; RECORDS DEPARTMENT	$556.54
214701	3/23/2017	17-032217	08811	AMAZON.COM	SERIAL CABLE ADAPTER	$43.34
214700	3/23/2017	198878	01023	FRONTIER BUILDING SUPPLY	DOUGLAS FIR	$7.91
214709	3/23/2017	2027	04817	NW CLEANERS	STA 1 WEEKLY CLEANING FOR MARCH	$488.00
214747	3/23/2017	27299120	01616	LOWE'S BUSINESS ACCOUNT/GEMB	HARDWARE FOR YARD SHED DOOR	$21.06
214746	3/23/2017	472936899	01616	LOWE'S BUSINESS ACCOUNT/GEMB	BATTERIES FOR GENERATOR PANELS	$70.31
214769	3/23/2017	4798 5100 5527 6725	08763	DELTA AIRLINES	VISA CHARGES - FLIGHT	$1,082.80
214689	3/23/2017	51400/2	06246	H.B. JAEGER	14" TIGER TOOTH SAW BLADE	$194.22
214754	3/23/2017	719527	00306	BAYSHORE OFFICE PRODUCTS INC	REPORT COVERS	$3.88
214665	3/23/2017	719566	00306	BAYSHORE OFFICE PRODUCTS INC	3 BOUND SETS OF PLANS FOR HEART LAKE RD	$68.32
214793	3/23/2017	777	00645	CONSTRUCTION UNLIMITED INC	CAP SANTE MARINE PROJECT: DITCH CLEANUP	$20,700.00
214787	3/23/2017	778	00645	CONSTRUCTION UNLIMITED INC	CAP SANTE MARINE PROJECT: GRADING	$16,676.85
214685	3/23/2017	9781130757	02879	VERIZON WIRELESS	VERIZON WIRELESS 1/29/16-2/28/17	$10,722.06
214813	3/23/2017	A1209595	02405	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - W.T. PRESTON	$15.47
214783	3/23/2017	A1209706	02405	SEBO'S DO-IT CENTER	PARTS FOR SIDEWALK REPAIRS	$25.55
214785	3/23/2017	A1209752	02405	SEBO'S DO-IT CENTER	PARTS FOR SEWER JET	$7.97
214739	3/23/2017	AFD FM Q3 16	02505	SKAGIT- 911	SPILLMAN: 3RD QTR 2016	$300.80
214741	3/23/2017	AFD FM Q4 16	02505	SKAGIT- 911	SPILLLMAN: 4TH QTR 2016	$1,398.65
214682	3/23/2017	APD 3/14/17	01369	ISLAND FARM AND PET, INC	K9 T-BONE FOOD	$71.06
214708	3/23/2017	AR65348	09741	ELECTRONIC BUSINESS MACHINES	COPIES: 11/12/16 - 2/11/17	$129.87
214815	3/23/2017	C277891	02405	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - W.T. PRESTON	$18.95

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214674	3/23/2017	CB-70036	10019	CELLEBRITE, INC.	CELLEBRITE SYSTEM AND EQUIPMENT	$10,748.00
214668	3/23/2017	refunddepot	10548	EBELING, JEANE	REFUND DEPOT RENTAL FEE - CANCELLED	$263.00
214786	3/24/2017	001-364170	02109	PISTON SERVICE OF ANACORTES	SUPPLIES FOR SHOP STOCK	$1.24
214789	3/24/2017	001-364189	02109	PISTON SERVICE OF ANACORTES	SUPPLIES FOR SHOP STOCK	$1.77
214797	3/24/2017	1131525	02964	WASHINGTON LIBRARY ASSOCIATION	REGISTRATION LW	$150.00
214677	3/24/2017	1990087519	06718	ARAMARK	NYLON MATS CLEANED	$16.28
214770	3/24/2017	4798 5100 5527 6725	00266	AWC EMPLOYEE BENEFITS TRUST	VISA CHARGES - WORKSHOP REGISTRATION	$300.00
214694	3/24/2017	A1209912	02405	SEBO'S DO-IT CENTER	FASTENERS FOR SHOP	$4.89
214680	3/24/2017	PER DEIM	02179	PRUIETT, CHAD	TRAINING PER DIEM; DET SGT PRUIETT	$121.00
214681	3/24/2017	PER DIEM	08731	CLIFFORD, TERRENCE	TRAINING PER DIEM; DET CORP CLIFFORD	$121.00
214791	3/25/2017	644514630	04308	COSTCO WHOLESALE CORPORATION	64 DURACELL AAA BATTERIES - IT	$32.53
214780	3/25/2017	8498 30 017 0487207	04412	COMCAST	CITY HALL INTERNET CONNECTION 4/5-5/4/17	$191.12
214736	3/25/2017	93307502	07342	VERIZON BUSINESS	WWTP LONG DISTANCE PHONE BILL	$34.57
214774	3/26/2017	105-6469913-0910638	08811	AMAZON.COM	HEFTY GARBAGE BAGS	$13.78
214751	3/26/2017	105255358806202 14	08811	AMAZON.COM	9 VOLT BATTERIES	$16.22
214486	3/26/2017	108-1345506-4172223	08811	AMAZON.COM	C BATTERIES	$10.89
214764	3/26/2017	114-0441506-5073858	08811	AMAZON.COM	AA BATTERIES	$13.57
214740	3/27/2017	1990091525	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	$74.03
214798	3/27/2017	266323	01023	FRONTIER BUILDING SUPPLY	EXHIBIT SUPPLIES - QUILT WALK	$14.45
214802	3/27/2017	719792	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	$55.64
214824	3/27/2017	A1210842	02405	SEBO'S DO-IT CENTER	LANTERN BATTERY	$25.11
214779	3/28/2017	016020-001	10330	LANDED GENTRY	REFUND GFC METER	$2,639.36
214771	3/28/2017	1053835959-4693817	08811	AMAZON.COM	AAA BATTERIES	$6.91
214776	3/28/2017	107-9798995-1880246	08811	AMAZON.COM	BATHROOM TISSUE	$41.63
214800	3/28/2017	1131575	02964	WASHINGTON LIBRARY ASSOCIATION	REGISTRATION DF	$125.00
214838	3/28/2017	1255576864	09923	GRAY, MATTHEW	IVERSEN, ROBERT, DENTAL SERVICES DOS: 3/14/17	$171.00
214749	3/28/2017	36538	02260	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	$2,558.36
214816	3/28/2017	655-4688683	06718	ARAMARK	WTP LAUNDRY SERVICE	$76.10
214844	3/28/2017	6659 HR	02896	VISA	REGISTRATION - LABOR RELATIONS INSTITUTE	$375.00

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214842	3/28/2017	916569752001	01962	OFFICE DEPOT, INC.	PENS, BINDER CLIPS, EXPAND FOLDERS - H/R	$83.12
214784	3/28/2017	Adrift Lunch Meeting	05765	ADRIFT	MAYOR MET WITH SHELL CEO LUNCH MEETING	$18.19
214763	3/28/2017	April 2017	01511	KORTERUD, WAYNE D	INDIGENT SERVICES CONTRACT	$375.00
214788	3/28/2017	bike summit	07455	SHJARBACK, ERIC	MEALS AND LODGING FOR ERIC AT BIKE SUMMIT	$292.98
214781	3/28/2017	March Visa	00148	ANACORTES CHAMBER OF COMMERCE	MAYOR LUNCH MEETING AND CHAMBER LUNCHEON	$15.00
214801	3/28/2017	PER DIEM	09257	BUFFUM, JESSE	TRAINING PER DIEM-REID INTERVIEW; DET BUFFUM	$76.00
214803	3/28/2017	PER DIEM	10046	RICHTER, JACQUELINE	TRAINING PER DIEM - SGTS ACADEMY; SGT RICHTER	$75.00
214808	3/29/2017	300000006290	02192	PUGET SOUND ENERGY	ELECTRICITY - MUSEUM	$464.80

Total **$188,510.39**

City Council Agenda Bill

Meeting Date: 4/3/2017 **Agenda Item**: 5c

Subject: Contract Award – Downtown Sidewalks Phase 1 – 3rd Street

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 17-028-TRN-001
	Public Hearing
	Staff Report

Summary Statement: City staff seeks Council consent to award a contract in the amount of $111,290.25 to Larry Brown Construction, Inc. to construct the Downtown Sidewalks Phase 1 – 3rd Street Project.

Background: On March 15, 2017 the City solicited bids for the subject project and on March 28, 2017 a bid opening was conducted and 3 bids were received. Bid results are provided as an attachment hereto.

Budget Impact	
Amount Budgeted	$300,000.00
Budget Account (BARS)	105.720.595.61.63
Proposed Expenditure	$111,290.25
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Larry Brown Construction, Inc.
Amount	$111,290.25
Start Date	Notice to Proceed
End Date	15 working days thereafter

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council approve a contract award in the amount $111,290.25 to Larry Brown Construction, Inc. to construct the Downtown Sidewalks Phase 1 – 3rd Street Project.

Alternative Actions: N/A

Attachments (listed in order presented): Bid Results, Contract 17-028-TRN-001

CITY OF ANACORTES TABULATION OF BIDS

Bid Item: Downtown Sidewalks Phase 1

Department: Engineering

Location: City Hall - Council Chambers

Date: 3/28/2017 **Time:** 3:30

	TIME IN	COMPANY	BID AMOUNT
1.	3:12	Carman's Construction	$116,061.65
2.	3:15	Larry Brown Construction, Inc.	$111,290.25
3.	3:17	SRV Construction Inc.	$118,110.00
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16.			

THIS AGREEMENT, made in two (2) copies, each of which shall be deemed original, and entered into this ____ day of _____, 2017, between the City of Anacortes, Washington, a Municipal Corporation (hereinafter called OWNER) and **Larry Brown Construction, Inc.** (hereinafter called the Contractor.)

WITNESSETH:
That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the OWNER and CONTRACTOR hereto covenant and agree as follows:

I. WORK.
The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the construction of **Downtown Sidewalks Phase 1 – 3rd Street** in accordance with and as described in the City of Anacortes document entitled **"Plans, Specifications, and Contract Documents – Downtown Sidewalks Phase 1 – 3rd Street"** which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.

II. ENGINEER.
Unless otherwise specifically stated, the word "Engineer" shall be understood to mean the OWNER'S Project Manager or the OWNER'S authorized representative who will perform the Contract Administration and field inspection responsibilities.

III. CONTRACT TIMES AND LIQUIDATED DAMAGES.
A. Contract Times:
Unless modified by the proposal, Contract time shall begin on the first working day following the Notice to Proceed. The contract time shall commence upon issuance of Notice to Proceed. Physical Completion shall be achieved within **15 WORKING DAYS** after the Work commences, as defined in Special Provisions (1-00.5).

Liquidated Damages:
1. If said work is not completed within the time specified for Physical Completion, the Contractor agrees to pay the Owner the sum specified in Section 1-08.9 of the Standard Specifications for each and every working day said work remains incomplete after expiration of the specified time, as liquidated damages.

IV. CONTRACT PRICE.
The OWNER, hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the plans and specifications contained in document entitled **"Plans, Specifications, and Contract Documents – Downtown Sidewalks Phase 1 – 3rd Street"**, and the terms and conditions herein contained, and hereby the OWNER contracts to pay CONTRACTOR for completion of the Work and in accordance to the same and the attached bid schedule, which is included as an **Exhibit A** to this Agreement based upon the Unit Prices shown. The total contract price is **One Hundred Eleven Thousand Two Hundred Ninety Dollars and Twenty-Five Cents ($111,290.25).**
Interest:
1. Moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

V. CONTRACTOR REPRESENTATIONS.
In order to induce OWNER to enter in this Agreement, CONTRACTOR'S representations are as set forth as follows:

A. CONTRACTOR has familiarized him/herself with the nature and extent of the Contract Document, scope of Work, site conditions, locality, general nature of work to be performed by OWNER or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.
B. CONTRACTOR has carefully studied and examined the supplement, referred to above, which pertain to the conditions (subsurface or physical) to or contiguous to the site which may affect cost, progress, performance, or furnishing of said Work as CONTRACTOR deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the 2012 WSDOT Specifications; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by CONTRACTOR for such purposes.
C. CONTRACTOR has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and has included costs as defined by WSDOT Specifications.
D. CONTRACTOR has correlated information known to CONTRACTOR and results of such observations, familiarizations, examination, investigations, explorations, tests, and studies with Contract Documents.
E. CONTRACTOR has given OWNER written notice of conflicts, errors, ambiguities or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

VI. CONTRACT DOCUMENTS.

A. Contract Documents that comprise the entire Agreement between OWNER and CONTRACTOR concerning Work are defined in the WSDOT Specifications.
B. Exhibits to this Agreement include:
    1. Conformed Bid Form signed by CONTRACTOR.
    2. Executed Performance and Payment Bond.
    3. Required documents submitted by the CONTRACTOR prior to the execution of Agreement as identified in the “Instruction to Bidders”.

VII. MISCELLANEOUS

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
B. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
C. It is further provided that no liability shall attach to the City of Anacortes, Washington, by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF the Contractor has executed this instrument on the day and year first below written and the Authorized Official has caused this instrument to be executed by and in the name of the City of Anacortes the day and year first above written.

LARRY BROWN CONSTRUCTION, INC.	CITY OF ANACORTES
_____	_____
Signature	MAYOR
_____	_____
Printed	Date
_____	
Title (printed)	
_____	
Date	

City Council Agenda Bill

Meeting Date: 4/3/2017 **Agenda Item**: Item5d

Subject: Contract Award – 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 17-003-TRN-001
	Public Hearing
	Staff Report

Summary Statement: City staff seeks Council consent to award a contract in the amount of $660,185.02 to Colacurcio Brothers to construct the 2017 Asphalt Overlay Project.

Background: On March 16, 2017 the City solicited bids for the subject project and on March 29, 2017 a bid opening was conducted and three bids were received. Bid results are provided as an attachment hereto.

Budget Impact	
Amount Budgeted	$1,115,000.00
Budget Account (BARS)	104.720.542.30.41
Proposed Expenditure	$660,185.02
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Colacurcio Brothers
Amount	$660,185.02
Start Date	Notice to Proceed
End Date	10 calendar days thereafter

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council approve a contract award in the amount $660,185.02 to Colacurcio Brothers to construct the 2017 Asphalt Overlay Project

Alternative Actions: N/A

Attachments (listed in order presented): Bid Results, Contract 17-003-TRN-001

CITY OF ANACORTES TABULATION OF BIDS

Bid Item: 2017 Asphalt Overlay Project

Department: Engineering

Location: City Hall - Council Chambers

Date: 3/29/2017 **Time:** 10:00

	TIME IN	COMPANY	BID AMOUNT
1.	9:26	Lakeside Industries	$754,165.03
2.	9:26	Cemex	$705,592.31
3.	9:55	Colacurcio Brothers.	$660,185.02
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2017 ASPHALT OVERLAY (PW17-003_TRN-001)
BID OPENING DATE: MARCH 29, 2017

				ENGINEERS ESTIMATE		Low Bid Received From COLACURCIO BROTHER, INC		2nd CEMEX	
Item No.	Qty	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LS	Mobilization	$65,323.95	$65,323.95	$ 34,000.00	$ 34,000.00	$ 45,000.00	$ 45,000.00
2	1	LS	SPCC Plan	$1,000.00	$1,000.00	$ 1,500.00	$ 1,500.00	$ 250.00	$ 250.00
3	EST.	DOL	Force Account - Unanticipated Site Work	$10,000.00	$10,000.00	$ 10,000.00	$10,000.00	$10,000.00	$10,000.00
4	1	LS	Project Temporary Traffic Control	$65,000.00	$65,000.00	$ 35,000.00	$ 35,000.00	$ 105,000.00	$ 105,000.00
5	59	EA	Inlet Protection	$75.00	$4,425.00	$ 55.00	$ 3,245.00	$ 52.00	$ 3,068.00
6	130	CY	Roadway Excavation Incl. Haul	$50.00	$6,500.00	$ 36.00	$ 4,680.00	$ 80.00	$ 10,400.00
7	190	TON	Crushed Surfacing Top Course	$35.00	$6,650.00	$ 35.00	$ 6,650.00	$ 56.00	$ 10,640.00
8	60	SY	Pavement Repair Excavation Incl. Haul	$20.00	$1,200.00	$ 30.00	$ 1,800.00	$ 75.00	$ 4,500.00
9	27,145	SY	Planing Bituminous Pavement	$5.00	$135,725.00	$ 3.20	$ 86,864.00	$ 3.85	$ 104,508.25
10	3,350	TON	HMA CL. 1/2 In. PG64-22	$90.00	$301,500.00	$ 95.00	$ 318,250.00	$ 84.00	$ 281,400.00
11	22	EA	Circular Frame and Cover	$500.00	$11,000.00	$ 680.00	$ 14,960.00	$ 900.00	$ 19,800.00
12	38	EA	Adjust Manhole	$500.00	$19,000.00	$ 810.00	$ 30,780.00	$ 200.00	$ 7,600.00
13	48	EA	Adjust Valve Casing to Grade	$400.00	$19,200.00	$ 650.00	$ 31,200.00	$ 200.00	$ 9,600.00
14	6	EA	Adjust Monument Casing to Grade	$400.00	$2,400.00	$ 1,300.00	$ 7,800.00	$ 200.00	$ 1,200.00
15	72	LF	Removing Plastic Line	$5.00	$360.00	$ 6.60	$ 475.20	$ 2.25	$ 162.00
16	11,550	LF	Paint Line	$0.35	$4,042.50	$ 0.40	$ 4,620.00	$ 0.17	$ 1,963.50
17	3,554	LF	Painted Wide Lane Line	$0.50	$1,777.00	$ 0.42	$ 1,492.68	$ 0.34	$ 1,208.36
18	172	EA	Painted Parallel Parking Marker	$20.00	$3,440.00	$ 13.20	$ 2,270.40	$ 6.00	$ 1,032.00
19	5,610	SF	Plastic Crosswalk Line	$8.00	$44,880.00	$ 2.80	$ 15,708.00	$ 4.50	$ 25,245.00
20	624	LF	Plastic Stop Line	$10.00	$6,240.00	$ 8.30	$ 5,179.20	$ 7.00	$ 4,368.00
21	8	EA	Plastic Access Parking Space Symbol with Background	$250.00	$2,000.00	$ 275.00	$ 2,200.00	$ 336.00	$ 2,688.00
22	32	EA	Plastic Bicycle Lane Symbol	$200.00	$6,400.00	$ 275.00	$ 8,800.00	$ 313.00	$ 10,016.00
23	1	EA	Plastic Shared Lane Symbol	$200.00	$200.00	$ 380.00	$ 380.00	$ 392.00	$ 392.00
24	0.6	HUN	Raised Pavement Marker Type 2	$500.00	$300.00	$ 830.00	$ 498.00	$ 560.00	$ 336.00
25	1	LS	Mobilization - Storvik Park	$2,132.38	$2,132.38	$ 5,000.00	$ 5,000.00	$ 3,800.00	$ 3,800.00
26	2	EA	Inlet Protection - Storvik Park	$75.00	$150.00	$ 55.00	$ 110.00	$ 50.00	$ 100.00
27	1,225	SY	Planing Bituminous Pavement - Storvik Park	$5.00	$6,125.00	$ 5.30	$ 6,492.50	$ 13.00	$ 15,925.00
28	160	TON	HMA CL. 1/2 In. PG64-22 - Storvik Park	$90.00	$14,400.00	$ 105.00	$ 16,800.00	$ 125.00	$ 20,000.00
29	425	LF	Paint Line - Storvik Park	$0.35	$148.75	$ 1.05	$ 446.25	$ 2.24	$ 952.00
30	2	EA	Plastic Access Parking Space Symbol with Background - Storvik Park	$250.00	$500.00	$ 245.00	$ 490.00	$ 448.00	$ 896.00
				SUBTOTAL	**$742,019.58**		**$657,691.23**		**$702,050.11**
				SALES TAX (ITEMS 25 TO 30)	**$1,993.77**		**$ 2,493.79**		**$3,542.21**
				TOTAL BID	**$744,013.35**		**$660,185.02**		**$705,592.32**

2017 ASPHALT OVERLAY (PW17-003_TRN-001)
BID OPENING DATE: MARCH 29, 2017

				3rd	
				LAKESIDE INDUSTRIES	
Item No.	Qty	Unit	Description	Unit Price	Amount
1	1	LS	Mobilization	$ 67,200.00	$ 67,200.00
2	1	LS	SPCC Plan	$ 1,000.00	$ 1,000.00
3	EST.	DOL	Force Account - Unanticipated Site Work	$ 10,000.00	$ 10,000.00
4	1	LS	Project Temporary Traffic Control	$ 145,500.00	$ 145,500.00
5	59	EA	Inlet Protection	$ 70.50	$ 4,159.50
6	130	CY	Roadway Excavation Incl. Haul	$ 33.50	$ 4,355.00
7	190	TON	Crushed Surfacing Top Course	$ 41.00	$ 7,790.00
8	60	SY	Pavement Repair Excavation Incl. Haul	$ 50.00	$ 3,000.00
9	27,145	SY	Planing Bituminous Pavement	$ 3.42	$ 92,835.90
10	3,350	TON	HMA CL. 1/2 In. PG64-22	$ 88.10	$ 295,135.00
11	22	EA	Circular Frame and Cover	$ 835.00	$ 18,370.00
12	38	EA	Adjust Manhole	$ 485.00	$ 18,430.00
13	48	EA	Adjust Valve Casing to Grade	$ 340.00	$ 16,320.00
14	6	EA	Adjust Monument Casing to Grade	$ 340.00	$ 2,040.00
15	72	LF	Removing Plastic Line	$ 1.20	$ 86.40
16	11,550	LF	Paint Line	$ 0.30	$ 3,465.00
17	3,554	LF	Painted Wide Lane Line	$ 0.30	$ 1,066.20
18	172	EA	Painted Parallel Parking Marker	$ 8.00	$ 1,376.00
19	5,610	SF	Plastic Crosswalk Line	$ 3.00	$ 16,830.00
20	624	LF	Plastic Stop Line	$ 5.50	$ 3,432.00
21	8	EA	Plastic Access Parking Space Symbol with Background	$ 240.00	$ 1,920.00
22	32	EA	Plastic Bicycle Lane Symbol	$ 300.00	$ 9,600.00
23	1	EA	Plastic Shared Lane Symbol	$ 500.00	$ 500.00
24	0.6	HUN	Raised Pavement Marker Type 2	$ 715.00	$ 429.00
25	1	LS	Mobilization - Storvik Park	$ 2,000.00	$ 2,000.00
26	2	EA	Inlet Protection - Storvik Park	$ 70.50	$ 141.00
27	1,225	SY	Planing Bituminous Pavement - Storvik Park	$ 6.50	$ 7,962.50
28	160	TON	HMA CL. 1/2 In. PG64-22 - Storvik Park	$ 100.00	$ 16,000.00
29	425	LF	Paint Line - Storvik Park	$ 0.60	$ 255.00
30	2	EA	Plastic Access Parking Space Symbol with Background - Storvik Park	$ 250.00	$ 500.00
					$751,698.50
					$ 2,282.97
					$753,981.47

CONTRACT 17-003-TRN-001

THIS AGREEMENT, made in two (2) copies, each of which shall be deemed original, and entered into this ____ day of _____, 2017, between the City of Anacortes, Washington, a Municipal Corporation (hereinafter called OWNER) and Colacurcio Brothers (hereinafter called the Contractor.)

WITNESSETH:
That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the OWNER and CONTRACTOR hereto covenant and agree as follows:

I. WORK.

The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the construction of **2017 Asphalt Overlay Project, Project No. PW#17-003-TRN** in accordance with and as described in the City of Anacortes document entitled **"Plans, Specifications, and Contract Documents – 2017 Asphalt Overlay Project"** which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.

II. ENGINEER.

Unless otherwise specifically stated, the word "Engineer" shall be understood to mean the OWNER'S Project Manager or the OWNER'S authorized representative who will perform the Contract Administration and field inspection responsibilities

III. CONTRACT TIMES AND LIQUIDATED DAMAGES.

A. Contract Times:
   1. Unless modified by the proposal, work shall start within **Ten (10) Calendar** days from the date of the Notice to Proceed. Physical Completion as defined in section 1-08.5 of the Special Provisions shall be achieved within **Twenty (20) Working** days after the work commences. The Contract Time shall commence upon issuance of the Notice to Proceed.

B. Liquidated Damages:

   1. If said work is not completed within the time specified for Physical Completion, the Contractor agrees to pay the Owner the sum specified in Section 1-08.9 of the Standard Specifications for each and every working day said work remains incomplete after expiration of the specified time, as liquidated damages.

IV. CONTRACT PRICE.

The OWNER, hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the plans and specifications contained in document entitled **"Plans, Specifications, and Contract Documents – 2017 Asphalt Overlay Project"**, and the terms and conditions herein contained, and hereby the OWNER contracts to pay CONTRACTOR for completion of the Work and in accordance to the same and the attached bid schedule, which is included as an Exhibit to this Agreement based upon

the Unit Prices shown. The total contract price is Six Hundred Sixty Thousand One Hundred Eighty-Five Dollars and Two Cents ($660,185.02).

A. Interest:

1. Moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

V. CONTRACTOR REPRESENTATIONS.

In order to induce OWNER to enter in this Agreement, CONTRACTOR'S representations are as set forth as follows:

A. CONTRACTOR has familiarized him/herself with the nature and extent of the Contract Document, scope of Work, site conditions, locality, general nature of work to be performed by OWNER or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.

B. CONTRACTOR has carefully studied and examined the supplement, referred to above, which pertain to the conditions (subsurface or physical) to or contiguous to the site which may affect cost, progress, performance, or furnishing of said Work as CONTRACTOR deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the 2012 WSDOT Specifications; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by CONTRACTOR for such purposes.

C. CONTRACTOR has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and has included costs as defined by WSDOT Specifications.

D. CONTRACTOR has correlated information known to CONTRACTOR and results of such observations, familiarizations, examination, investigations, explorations, tests, and studies with Contract Documents.

E. CONTRACTOR has given OWNER written notice of conflicts, errors, ambiguities or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

VI. CONTRACT DOCUMENTS.

A. Contract Documents that comprise the entire Agreement between OWNER and CONTRACTOR concerning Work are defined in the WSDOT Specifications.

B. Exhibits to this Agreement include:

1. Conformed Bid Form signed by CONTRACTOR.
2. Executed Performance and Payment Bond.
3. Required documents submitted by the CONTRACTOR prior to the execution of Agreement as identified in the "Instruction to Bidders".

VII. MISCELLANEOUS

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

C. It is further provided that no liability shall attach to the City of Anacortes, Washington, by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF the Contractor has executed this instrument on the day and year first below written and the Authorized Official has caused this instrument to be executed by and in the name of the City of Anacortes the day and year first above written.

COLACURCIO BROTHERS	CITY OF ANACORTES
_____	_____
Signature	MAYOR
_____	_____
Printed	Date
_____	
Title	
_____	
Date	

City Council Agenda Bill

Meeting Date: 4/3/2017 **Agenda Item**: 5e

Subject: Swinomish Indian Tribal Community, CUP-2016-1005

Staff Contact: Kevin Cricchio, AICP, Associate Planner

Approved for Submittal to Council by	
X	Don Measamer, Planning Director
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
X	Consent Agenda

Summary & Background: On March 27, 2017, City Council conducted a closed-record public hearing concerning a Conditional Use Permit /Essential Public Facility (EPF) to permit an outpatient substance use and primary care medical service type of land use within an existing office building. The project has been identified as a "Local" Essential Public Facility per AMC § 17.75.060(A)(2). Following deliberation on the matter, City Council voted 6-0 to approve the subject Conditional Use Permit.

On March 8, 2017, the Planning Commission conducted an open-record public hearing regarding the subject Conditional Use Permit. Following public testimony and deliberation on the matter, the Planning Commission voted 6-0 in favor of recommending approval to City Council.

Recommended Motion: I move that City Council make a motion to approve the subject Findings of Fact, Conclusions of Law, and Decision associated with the subject Conditional Use Permit /Essential Public Facility.

Attachments:

City Council's Findings of Fact, Conclusions of Law, & Decision

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

CLOSED-RECORD PUBLIC HEARING DATE:	Monday, March 27, 2017, @ 6:00 PM
OPEN-RECORD PUBLIC HEARING DATE:	Wednesday, March 8, 2017, @ 6:00 PM
FILE NUMBER:	CUP-2016-1005
PROJECT LOCATION:	The site is addressed as 8212 South March Point Road, Anacortes, WA and is located within a portion of Section 04; Township 34 North; Range 02 East; Willamette Meridian.
APPLICANT & LANDOWNER:	Swinomish Indian Tribal Community C/O: Rachel Sage, Tribal Attorney 11404 Moorage Way La Conner, WA 98257
PROJECT ARCHITECT:	Brooks Middleton, Architect 2415 "T" Avenue, Suite 202 Anacortes, WA 98221
STAFF REPORT PREPARED BY:	Kevin Cricchio, AICP Associate Planner City of Anacortes 904 6th Street Anacortes, WA 98221
SUBJECT PROPOSAL:	The applicant has applied for a Conditional Use Permit /Essential Public Facility (EPF) to permit an outpatient substance use and primary care medical service type of land use within an existing office building. The project has been identified as a "Local" Essential Public Facility per AMC § 17.75.060(A)(2).

SUBJECT PARCEL: P19877

EXISTING LAND USE: An existing commercial building is located on the subject property that use to be used by Bayside Fitness. The building currently sits vacant.

CURRENT ZONING & COMP. PLAN DESIGNATION: Light Manufacturing 1 Use (LM1) Zoning District

SURROUNDING ZONING & LAND USES:

Direction:	Zoning:	Present Land-Use:
North:	Heavy Manufacturing Use (HM) Zoning District	Skagit Transit Facility /Park & Ride, a Commercial Business, & Shell Puget Sound Refinery
South:	Light Manufacturing 1 Use (LM1) Zoning District	State Route Twenty (SR-20)
East:	Light Manufacturing 1 Use (LM1) Zoning District	Commercial Business & a Single Family Residence
West:	Light Manufacturing 1 Use (LM1) Zoning District	Single-family Residence

SITE ACREAGE: Net Acreage = 1.43 ± acres (According to Assessor's Records)

FINDINGS OF FACT:

I. GENERAL BACKGROUND:

1. The applicant wishes to permit an outpatient substance use and primary care medical service type of land use within an existing commercial office building located on site.
2. Essential Public Facilities shall be permitted in all zones via a Conditional Use Permit per AMC § 17.75.060(C).
3. On December 5, 2016, the applicant submitted the subject Conditional Use Permit /Essential Public Facility to the City of Anacortes' Planning, Community, & Economic Development Department.
4. The City of Anacortes' Planning Director classified the proposed use as a "Local" Essential Public Facility per Anacortes Municipal Code (AMC) § 17.75.060(A)(2).
5. On December 23, 2016, the subject application was deemed complete.
6. No appeals of the Planning Director's classification of the EPF as a local Essential Public Facility were received (AMC § 17.08.080).
7. A fourteen (14) day comment period for the subject application, ended at 5:00 PM on January 26, 2017, but comments were accepted up until the close of the of the open-record public hearing.

8. The Planning Commission conducted an open-record public hearing regarding the subject Conditional Use Permit on March 8, 2017.

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

1. Per AMC § 17.75.060(A)(4), a Notice of Determination that the subject EPF was classified as a "Local" Essential Public Facility was published in both the Skagit Valley Herald and Anacortes American Newspapers. This "Notice of Determination" was combined with the respective "Notice of Application." Publication of the Notice of Application and Determination of Local Essential Public Facility" occurred on January 11, 2017, in both the Skagit Valley Herald and Anacortes American Newspapers.
2. A "Notice of Hearing" was published on February 15, 2017, in both the Skagit Valley Herald and Anacortes American Newspapers.
3. Both the Notice of Application and Hearing were posted in two different locations on the subject property on December 4, 2016 and February 10, 2017, respectively.
4. Neighboring landowners located within 300 feet of the subject property were mailed the Notice of Application and Hearing on January 5, 2017, and February 10, 2017, respectively.
5. Agencies and departments of jurisdiction were solicited for comment on January 5, 2017.
6. Notice of Application and Hearing was posted at city hall, the library, the local USPS office, and on the City's website on January 4, 2017, and February 10, 2017, respectively.

III. CRITICAL AREA / ENVIRONMENTALLY SENSITIVE AREA REVIEW:

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

IV. STATE ENVIRONMENTAL POLICY ACT:

The subject proposal is exempt from SEPA environmental review as no construction is proposed. The subject proposal only involves a change of use to an existing commercial building.

V. PUBLIC COMMENT:

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

VI. AGENCY & DEPARTMENT COMMENT:

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

VII. ZONING ORDINANCE/CODE:

1. An "office" type of land use was permitted on the subject property located in the LM1 Zone by an approved Conditional Use Permit, File #: 04-010. The associated commercial building permit is BLD-2005-0050. A 10,314 square foot commercial building was constructed on site.

2. Off-street parking required for the commercial building was based on the minimum number of stalls for "office" type land uses per AMC Chapter 17.46.

3. The applicant has applied for a Conditional Use Permit -Essential Public Facility (EPF) to permit an outpatient substance use and primary care medical service type of land use within an existing office building. The project has been identified as a "Local" Essential Public Facility per AMC § 17.75.060(A)(2).

4. According to AMC § 17.75.060(E), Type Two Local Essential Public Facilities shall be granted by the city only if the applicant can demonstrate the following:

A) The proposal shall be consistent with the comprehensive plan and intent of the underlying zoning of the proposed site.

FINDING OF FACT:

The subject proposal will be consistent with the City of Anacortes's Comprehensive Plan as it will meet numerous policies that are listed in the Comprehensive Plan including but not limited to a balanced economy (ED-1), essential public facilities (CF-8), and healthy communities (LU-10) while providing high quality health and community services and economic opportunities in the City of Anacortes.

The subject property is located in the Light Manufacturing 1 Use Zoning District. Pursuant to AMC § 17.19.010, the Light Manufacturing 1 Zone (LM1) is the SR-20/March Point industrial zone. The purpose of the LM1 Zone is intended to accommodate industrial type uses that do not need water access or proximity to the central business district or to the Commercial Avenue corridor. The proposed use will be consistent with the LM1 Zoning District. Some non-industrial land uses are permitted in the LM1 Zone per AMC § 17.19.020 provided they are compatible with industrial uses.

Additionally, per AMC § 17.75.060(C)(1), essential public facilities (EPF) are allowed in all zoning districts as a conditional use permit. Furthermore, according to AMC § 17.75.020(B), essential public facilities are defined as "those facilities which are difficult to site, such as state and regional transportation facilities, state and local correctional facilities, solid waste handling facilities, and in-patient facilities (including substance abuse, mental health, and group home facilities). The Growth Management Act mandates that no local development regulation may preclude the siting of essential public facilities."

B) The project applicant has demonstrated a need for the project, as supported by an analysis of the projected service population, an inventory of existing and planned comparable facilities, and the projected demand for the type of facility proposed.

FINDING OF FACT:

The proposed outpatient substance use and primary care medical service will primarily serve greater Skagit County. The facility will have the capacity to serve 0-350 individuals within a given day. Although the facility primarily will serve Skagit County, it will not turn away individuals from other counties seeking help. There is an opioid epidemic in Washington State and the United States as a whole. Deaths in Washington State attributed to opioid overdose have increased dramatically in the last decade or more. There is definitely a need for this facility to serve Skagit County and surrounding areas. Additionally, the applicant has submitted an extensive analysis of the proposed use that discusses a need for the project, projected service population, an inventory of existing/comparable facilities, and projected demand for the proposed use (**See Exhibit #01**).

C) If applicable, the project would serve a significant share of the City's population, and the proposed site will reasonably serve the project's overall service population.

FINDING OF FACT:

The proposed outpatient substance use and primary care medical service will serve and benefit the City of Anacortes. Additionally, it is located within close proximity to State Route Twenty (SR-20). It is easily accessible by automobile, bus, and park and ride.

D) The applicant has reasonably investigated alternative sites, as evidenced by a detailed explanation of site selection methodology.

FINDING OF FACT:

The proposed use is within an existing commercial office building that use to be used a fitness center /gym. It sits vacant today. The proposed use will take place within this existing building with only interior remodeling proposed. It is easily accessible for those seeking treatment due to proximity to both SR-20, I-5, and Skagit Transit Facility/ park & ride.

E) The project is consistent with the applicant's own long-range plans for facilities and operations.

FINDING OF FACT:

The proposed project will be consistent with the applicant's long-range plans for facilities and operations. Swinomish Indian Tribal Community owns several properties in the near vicinity as well as the Casino and Lodge located a few miles to the east along SR-20.

F) The project has fewer impacts in the particular geographic area in contrast with other available locations.

FINDING OF FACT:

The project will generate substantially fewer impacts to the geographic area in contrast to other possible locations as the proposed use is within an existing commercial office building that currently sits vacant. No new construction except for an interior remodel is proposed.

G) The applicant has provided a meaningful opportunity for public participation in the siting decision and development of mitigation measures that is appropriate in light of the project's scope, applicable requirements of the city code, and state or federal law.

FINDING OF FACT:

The applicant has provided an opportunity for public participation as it relates to the siting decision and development of mitigation measures that is appropriate in light of the project's scope, applicable requirements of the city code, and state or federal law. Swinomish Indian Tribal Community prepared a Community Relations Plans **(See Exhibit #01**) as part of the requirement for certification as an opiate treatment program with the Washington State Department of Behavioral Health and Recovery. As is discussed in the Community Relations Plan, there were several dates when public outreach occurred soliciting public input.

H) The proposal complies with applicable requirements of all other applicable provisions of the City Code.

FINDING OF FACT:

The subject proposal will comply with all applicable local, state, and federal requirements /laws.

I) The project site meets the facility's minimum physical site requirements, including project expansion needs. Site requirements shall be determined by the minimum size of the facility, setbacks, access, support facilities, topography, geology, and on-site mitigation needs.

FINDING OF FACT:

The proposed use will be within an existing commercial office building, which involves only an interior remodel therein. No expansions are proposed or anticipated at this time.

J) The proposal, as conditioned, adequately mitigates significant adverse impacts to life, limb, property, the environment, public health and safety, transportation systems, economic development, and other identified impacts.

FINDING OF FACT:

The City of Anacortes Department of Planning, Community, & Economic Development (PCED) received comment (verbal and/or written) from both the Police and Fire Departments concerning potential impacts by the proposed use. Following coordination with both the Fire and Police Departments, PCED added condition number eleven (11) below to address their concerns.

The project will implement a security plan that's designed to prevent any potential adverse impacts to the public. A full-time security staff and surveillance system will be used as part of this security plan. As conditioned below, the proposed security plan shall be submitted to the City of Anacortes Police Department for review and approval prior to Certificate of Occupancy being issued. Additionally, as conditioned below, down-shielded exterior lighting will be required both in the parking lot and around the existing building thereby increasing security to staff and clientele utilizing the services of the facility.

Economically speaking, the proposed use will have a positive impact on the economic development of the City of Anacortes as a result of approximately twenty (20) plus jobs being added by the business.

The project site is in within close proximity to both SR-20 and I-5. Additionally, a large paved parking lot will provide adequate off-street parking for clients of the outpatient substance use and primary care medical service. Skagit Transit Facility /park & ride is located across the street from the project site. Due to possible increased traffic (foot traffic and vehicular) to the business, a condition has been added below that a crosswalk be constructed across South March Point Road to provide safe passage for users of the Skagit Transit Facility /park & ride utilizing the services of the outpatient substance use and primary care medical service facility. The applicant also proposes the use of shuttles to pick-up and drop-off clients who are using the services of the facility.

No environmental impacts are anticipated by the subject proposal as the proposed use will occur within an existing commercial building. Only an interior remodel is proposed with no expansion to the building proposed or anticipated at this time.

K) The proposal shall not have any probable significant adverse impact on critical areas or resource lands, except for lineal facilities, such as highways, where no feasible alternative exists.

FINDING OF FACT:

The proposed use will occur within an existing commercial office building. No adverse impacts will occur to either critical areas or resource lands within close proximity to the subject proposal.

L) The proposal incorporates specific features to ensure it responds appropriately to the existing or planned character, appearance, quality of development, and physical characteristics of the site and surrounding property.

FINDING OF FACT:

The proposed use will occur within an existing commercial office building. Only an interior remodel /tenant improvement is proposed with no expansion proposed or anticipated.

M) Major public facilities which generate substantial traffic should be sited near major transportation corridors.

FINDING OF FACT:

The subject proposal is located within close proximity to two major transportation corridors - SR-20 and I-5. The proposed project however is not anticipated to generate much traffic. Additionally, the Public Works Department did not require a traffic impact study /report associated with this project.

N) The project sponsor has proposed mitigation measures that are consistent with the Uniform Relocation Act Chapter 8.26 RCW, 468-100 WAC, as now and hereafter amended when otherwise required by law.

FINDING OF FACT:

No mitigation measures are proposed by the applicant – the Swinomish Indian Tribal Community.

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

VIII. CONCLUSIONS OF LAW:

1. The public notice requirements of the Conditional-Use Permit /Essential Public Facility **has** been complied with.

2. The project **is** consistent with the general purposes of the City's Comprehensive Plan, the city's planning standards and specifications of the zoning ordinance, and other ordinances applicable to the proposal.

3. The City Council bases its Findings of Fact, Conclusions of Law & Decision on the entire record, including all testimony and exhibits. Any finding which would be deemed a Conclusion of Law, and any Conclusion of Law which should be deemed a finding is hereby adopted as such.

IX. STAFF RECOMMENDATION:

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

X. PLANNING COMMISSION'S RECOMMENDATION

The Planning Commission conducted an open-record on March 8, 2017, regarding the subject Conditional Use Permit. Following public testimony, the Planning Commission deliberated on the matter. A motion was made to approve the subject Conditional Use Permit subject to staff's suggested conditions of approval. The motion was seconded. The Planning Commission voted unanimously in favor of recommending approval to City Council.

XI. APPEALS:

No appeals of the Planning Commission's recommendation of approval to City Council were received.

XII. DECISION:

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

XIII. CONDITIONS OF APPROVAL:

1. The applicant shall be responsible for reimbursement to the City for the cost of posting, mailing and publication of the public hearing for this proposal. Payment shall be made prior to building permit application submittal or issuance.
2. Prior to a certificate of occupancy (CO) being issued, a premise isolation reduced pressure backflow assembly (RPBA) shall be installed as required by the City of Anacortes' Water Department. Test results shall be given to the Water Department for review and approval.
3. Development shall comply with the Public Works Department including but not limited to:

A. Restripe South March Point Road to incorporate two 11-foot driving lanes. This should leave one two-foot shoulder for separation between the bicycles and pedestrians on the south side of South March Point Road. Placement shall meet the requirements of the current MUTCD manual.

B. Delineate the existing multi-use facility with white chevron markings (hatchings) from the easterly boundary of the property to the westerly entrance to the Skagit Transit Facility/ Park & Ride.

C. A crosswalk shall be installed across South March Point Road on the east side of the Skagit Transit Facility /Park & Ride property. The crosswalk shall meet minimum city engineering /WSDOT standards. The crosswalk shall include thermoplastic markings with a pedestrian push button actuated LED rapid flashing beacons crosswalk lights.

D. Move bollards, mailboxes, and landscaping outside of walking/bike path.

4. All applicable permits shall be secured before any construction activities begin onsite.

5. At time of building permit application submittal, a landscape plan shall be submitted to PCED for review that shows how compliance with AMC Chapter 17.41 and 17.46 is being met. The landscape plan shall include the following:

   A. Plants native to Western Washington are preferred.

   B. One tree is required for every one thousand (1,000) square feet of lot area per AMC Chapter 16.50.

   C. Parking lot landscaping shall comply with AMC Chapters 17.41 & 17.46.

   D. In the LM1 Zone, trees located along the street frontage shall be planted thirty (30) feet apart with ground cover and shrubs uses liberally.

6. Prior to certificate of occupancy (CO) being issued, the applicant shall contact the City of Anacortes' Department of Planning, Community, and Economic Development for a site inspection to verify that the required landscaping required above is complete and in place.

7. Prior to certificate of occupancy (CO) being issued, the applicant shall contact the City of Anacortes' Department of Planning, Community, and Economic Development for a site inspection to verify that wood enclosures surrounded by landscaping have been constructed for all dumpster and recycling locations on site. Please follow dumpster specifications as is required by the Solid Waste Department.

8. Prior to certificate of occupancy (CO) being issued, exterior lighting shall be erected within the parking lot and on all sides of the building. All exterior lighting shall be down-shielded preventing light trespass.

9. Prior to certificate of occupancy being issued, the applicant shall submit the facility's security plan to the City of Anacortes Police Department for review and approval.

10. Any new signage on the subject property or building will require a sign permit application submitted to PCED for review and approval that complies with AMC Chapter 17.40.
11. The applicant has provided information regarding its plan to prevent impacts to City of Anacortes fire protection, emergency medical services (EMS) and law enforcement by providing transportation shuttles, a 24-hour alarm and surveillance system, on-site security, and on-site medical personnel. Although no significant potential impacts have been identified to date, the facility owner will nevertheless meet and confer with the City of Anacortes after a period of one (1) year of the facility's operation to identify any adverse impacts that occurred in the preceding year on City of Anacortes fire protection, EMS and law enforcement that exceed average impact levels for facilities serving a similar number of people. If any such impacts are identified by the facility owner and City, the facility owner will develop a revised plan as necessary to address and reasonably mitigate such impacts, and submit such mitigation plan for approval by the Anacortes City Council.

INTRODUCED, PASSED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 27th day of March 2017.

CITY OF ANACORTES, WASHINGTON

_____
LAURIE M. GERE, MAYOR

Approved as to form and legality:

_____
Darcy Swetnam, WSBA# 40530
City Attorney

ATTEST:

_____
Steve D. Hoglund, City Clerk Treasurer

JUDICIAL APPEAL:

AMC § 17.08.090 - Notice of appeal of any final action taken under this title must be filed with the Superior Court and served on the city attorney for the city within twenty-one (21) days of the date on which such final action was taken. For purpose of appeals from decisions of the Anacortes City Council, the "date of final action" shall mean the date on which the city council made its decision by vote taken at a regular or special public meeting.

EXHIBITS:

EXHIBIT NUMBER:	NAME OF EXHIBIT:
Exhibit #01	Master Permit Application, Narrative, CUP /EPF Criteria of Approval, Inventory of Existing EPF in Skagit County/ Region, Community Relations Plan, & Letters in Support
Exhibit #02	Assessor's Info & City GIS Map
Exhibit #03	Notice of Application & Determination of Local Essential Public Facility & Notice of Hearing
Exhibit #04	Public Comments Received
Exhibit #05	Agency & Department Comments Received
Exhibit #06	Anacortes Municipal Code, Chapter 17.75 –Essential Public Facilities
Exhibit #07	Site Photos
Exhibit #08	Site Plan & Elevations
Exhibit #09	PCED's Presentation to Planning Commission
Exhibit #10	Applicant's Presentation to Planning Commission
Exhibit #11	Planning Commission's (Open-Record Public Hearing) Minutes

City Council Agenda Bill

Meeting Date: 4/3/2017 **Agenda Item**: 5.f

Subject: Street Fair Applications: Anacortes Farmers Market, Art Walk Summer Pedestrian Plaza, Fueling Education Fun Run

Staff Contact: Fred Buckenmeyer, Don Measamer

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.
	Contract
	Public Hearing
	Staff Report

Summary Statement: Street Fair Applications for Anacortes Farmers Market, Art Walk Summer Pedestrian Plaza, Fueling Education Fun Run

Background: Farmers Market and Fueling Education Fun Run are annual events with no changes. The Art Walk Summer Pedestrian Plaza is a new event that would coincide with the summer Friday Art Walks (with the exception of the Arts Festival) and would close Commercial Avenue to vehicle traffic between 4th & 6th Streets. 5th Street intersection would be closed entirely. This will allow patrons & businesses use of the entire street for the evening - 5 p.m. to 10 p.m.

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: NA

Competing Viewpoints Considered: NA

Recommended Motion: I move to approve the proposed street fair applications as submitted

Alternative Actions: Deny the request(s)

Attachments (listed in order presented): Anacortes Farmers Market, Art Walk Summer Pedestrian Plaza, and Fueling Education Fun Run Street Fair Applications

	TO: City Council Members, Mayor Gere **FROM:** Fred Buckenmeyer, Director of Public Works **DATE:** April 3, 2017 **SUBJECT:** Anacortes Farmers Market

Location:
Downtown Anacortes adjacent to the Depot – R Avenue between 6th and 7th Streets.

Dates & Times:
Every Saturday from May 7 through October 28
6 AM to 4 PM

Background:
The Farmers Market has used the requested area for several years with very positive input from members of our community. They would like to continue to use the area of city right of way listed below for each scheduled event for the upcoming season. The applicants have accepted responsibility for the cleanup of the area requested after each event.

Parking Restrictions:
Parking restricted in closed areas. No parking signs will be posted by the applicants 72 hours prior to the event.

Public Works Services:
No parking signs supplied by City Building Department. Applicants will supply all pylons, cones & barricades.

Police Services:
None

Recommendations:
Staff recommends approval subject to applicant's submitted request

Proposed Motion: Recommend approval

Emergency Contact Numbers:
Charity Payne – 293-7922

cc: Marcia Hunt

STREET FAIR APPLICATION

Date Received:_____ **Received by:** _____ **City Council Approved:** _____

NAME OF EVENT – Anacortes Farmers Market_____

DATES of Event – Saturdays, May 6- Oct 28_____

TIME of Day – 6am-4pm (market hours 9am-2pm)_____

NATURE/PURPOSE of Event Public Market_____

PARTICIPANTS/Attendees (estimated number) Between 1500 (shoulder)-3000 (peak) weekly_____

LOCATION of Event (include locations and dimensions of any structure to be erected, dimensions of street/right-of-way to be used and dimensions of same to remain unobstructed) _____

Street closed on R Ave between 6th & 7th streets. Intersections remain open but alley has no through Access. Canopies, signage tables and chairs will be present.

DESCRIPTION of Event - Public Farmers Market, live music, prepared food, kids activites_____

FACILITIES requested (street, sidewalk, park, etc.) Street, and sidewalk on Depot side._____

Dates/hours requested - May 6-Oct 28, 6am-4pm_____

EQUIPMENT requested- None_____

Dates/hours requested _____

SERVICES requested (eg. Custodial, traffic control) - None_____

Dates/hours requested _____

PARKING (include locations and dimensions of parking space to be available/provided) none_____

INSURANCE (Certificate of Insurance must be submitted with Application)

Required ___x__ Not Required _____

FEES (itemize any Admission fees/space rental fees/sale of items/solicitation of funds) _____

___Market is free to public.

APPLICANT/ORGANIZATION (Name) Anacortes Farmers Market_____

Name of responsible person – Charity Payne_____ Phone # 360-293-7922_____

Address – 1513 13th st_____

Anacortes_____ Date of Birth __04_/__16__/_1970

Event and contact information to be included on the City website:

Contact Name ___Charity Payne_____ Phone # ____360-293-7922_____

Contact Address _____PO Box 292__Anacortes WA 98221_____

Email Address _info@anacortesfarmersmarket.org_ Website address __www.anacortesfarmersmarket.org

Event Address _____611 R Ave_____ Hours of Event _____9am-2pm_____

Does your event require vendor(s) or participant(s) to sign up to participate? _____Yes_____

The undersigned agrees to assume responsibility for the above-described event, and to abide by all conditions stipulated upon acceptance of permit.

Signature _____ Date 3/24/17

* * * *

ANACO-1 OP ID: LS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pro Insur,Inc. dba Campbell Risk Management 9595 Whitley Drive, Suite 204 Indianapolis, IN 46240 Larry Spilker ext 203	CONTACT NAME: Larry Spilker ext 203 PHONE (A/C, No, Ext): 317-848-9075 FAX (A/C, No): 317-848-9093 E-MAIL ADDRESS: lspilker@campbellrisk.com
INSURED Anacortes Farmers Market PO BOX 292 Anacortes, WA 98221	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Capitol Indemnity Corporation — 10472 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		CP02226834	04/01/2017	04/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Anacortes is an additional insured.

CERTIFICATE HOLDER

City of Anacortes
PO Box 547
Anacortes, WA 98221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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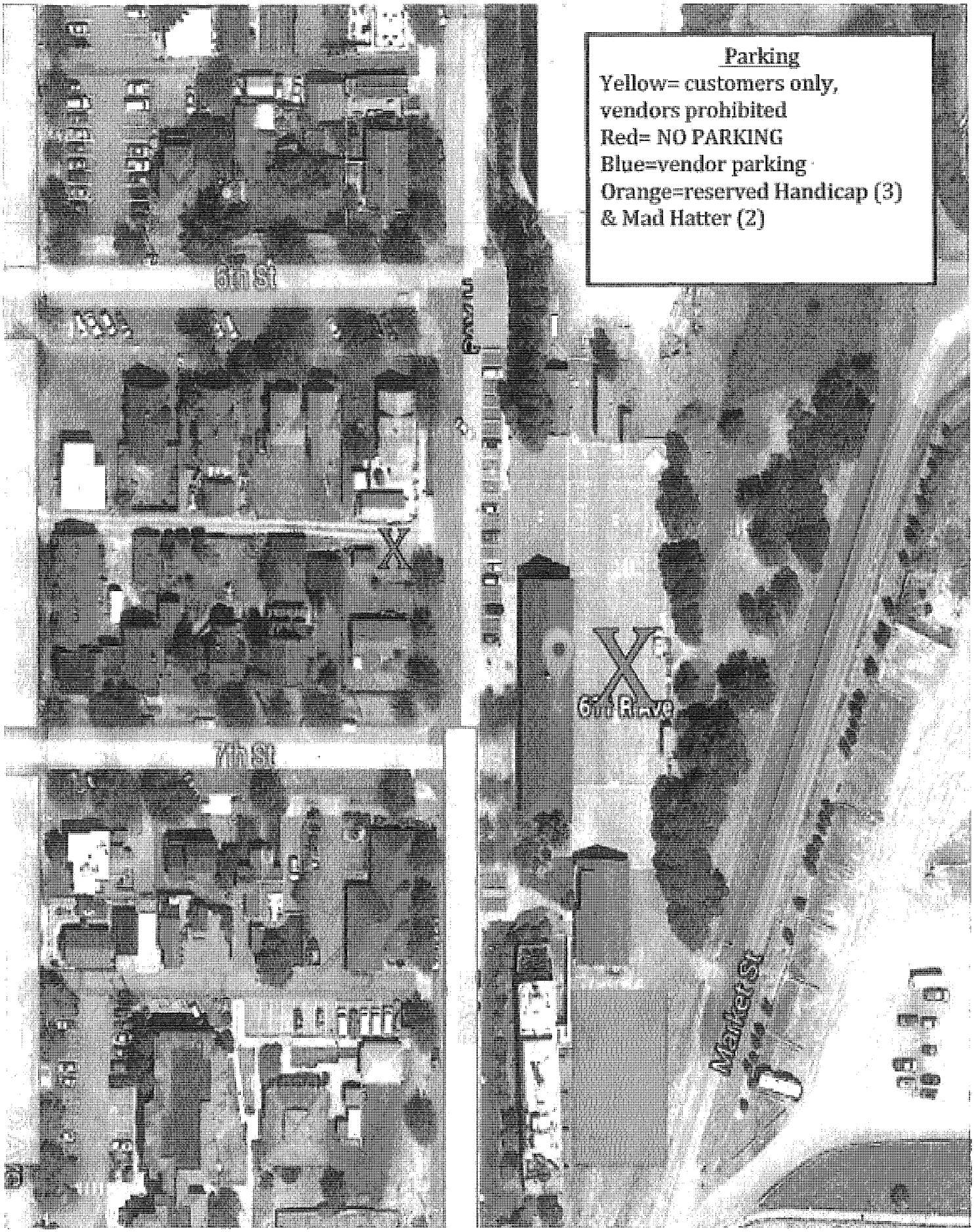

Parking
Yellow= customers only, vendors prohibited
Red= NO PARKING
Blue=vendor parking
Orange=reserved Handicap (3) & Mad Hatter (2)
6th St
7th St
6th Ave
Avenue of the Arts

	TO: City Council Members, Mayor Gere **FROM:** Fred Buckenmeyer, Director of Public Works **DATE:** March 27, 2017 **SUBJECT:** Art Walk Summer Pedestrian Plaza

Location:
Commercial Avenue closed from 4th Street to 6th Street with 5th & Commercial intersection closed.

Dates & Times:
Coincides with Summer Art Walks
Friday, June 2, 2017
Friday, July 7, 2017
Friday, September 1, 2017
5 p.m. – 10 p.m.

Background:
Two "core" blocks of Art Walk area to be pedestrian only so restaurants can open into the streets to host socializing among art walk visitors.

Parking Restrictions:
Parking restricted in closed areas.

Public Works Services:
Signage and street barriers

Police Services:
None - Race volunteers will handle traffic control

Recommendations:
Staff recommends approval subject to applicant's submitted request

Proposed Motion: Recommend approval

Emergency Contact Numbers:
Steve Jahn – 425-830-4981

cc: Marcia Hunt

STREET FAIR APPLICATION

Date Received: _____ **Received by:** _____ **City Council Approved:** _____

NAME OF EVENT ART WALK SUMMER PEDESTRIAN PLAZA

DATES of Event JUNE 2; JULY 7; SEPTEMBER 1

TIME of Day 5PM TO 10PM

NATURE/PURPOSE of Event STREET PARK FOR ARTWALK VISITORS

PARTICIPANTS/Attendees (estimated number) 4-500

LOCATION of Event (include locations and dimensions of any structure to be erected, dimensions of street/right-of-way to be used and dimensions of same to remain unobstructed) COMMERCIAL AVE FROM 4TH ST TO 6TH ST, WITH 5TH & COMMERCIAL INTERSECTION CLOSED. ENDS OF COMMERCIAL CLOSED AT CROSSWALKS. NO STRUCTURES.

DESCRIPTION of Event TWO "ONE" BLOCKS OF ARTWALK TO BE PEDESTRIAN ONLY SO RESTAURANTS CAN OPEN INTO THE STREETS TO HOST SOCIALIZING AMONG ARTWALK VISITORS.

FACILITIES requested (street, sidewalk, park, etc.) STREET AND SIDEWALK.

Dates/hours requested 5PM TO 10PM

EQUIPMENT requested STREET BARRIERS; STREET "CANOES", CHAIRS & TABLES; PARKLET

Dates/hours requested 5PM TO 10PM

SERVICES requested (eg. Custodial, traffic control) SIGNS TO ADVISE EVENT; POLICE AWARENESS

Dates/hours requested 5PM TO 10PM

PARKING (include locations and dimensions of parking space to be available/provided) NORMAL PARKING EXCLUDING CLOSED AREAS.

INSURANCE (Certificate of Insurance must be submitted with Application)

Required _____ Not Required X

FEES (itemize any Admission fees/space rental fees/sale of items/solicitation of funds) NONE

APPLICANT/ORGANIZATION (Name) ANACORTES BICYCLE & PEDESTRIAN ADVISORY COMMITTEE

Name of responsible person STEVE JAHN Phone # 425-830-9981

Address 4501 FIDALGO BAY RD, #901, ANACORTES, WA

Date of Birth 06/23/1945

Event and contact information to be included on the City website:

Contact Name STEVE JAHN Phone # 425-830-9981

Contact Address 4501 FIDALGO BAY RD, #901, ANACORTES 98221

Email Address STEVEOJANJAHN@E-MAIL.COM Website address _____

Event Address COMMERCIAL AVE - 4TH TO 6TH ST Hours of Event 6 TO 9 PM

Does your event require vendor(s) or participant(s) to sign up to participate? NO

The undersigned agrees to assume responsibility for the above-described event, and to abide by all conditions stipulated upon acceptance of permit.

Signature _____ Date 2/6/2017

* *

* FOR OFFICE USE ONLY *

	Initials	Comments (Stipulate Conditions of Approval on Reverse)
Mayor	_____	_____
Building	_____	_____
Fire	_____	_____
Parks	_____	_____
Police	_____	_____
Public Works	_____	_____
City Council	_____	_____

* *

* PERMIT *

Permit will be issued after review by above Department Heads and City Council subject to the following conditions: Compliance with all City Ordinances, Compliance with Department with Public Works regulations, and Submittal of Certificate of Insurance saving the City harmless from all liability.

ART WALK FRIDAY STREET PLAZA

In the spirit and success of the August, OPEN STREETS events of previous years, Anacortes Bike & Pedestrian Committee is seeking to evolve a smaller scale application for 3 summer ART WALK FIRDAY evenings: **Jun 2, July 7 , September 1**. The goal is to increase the enjoyment of participants and their desire to "linger longer" in adjacent establishments and increase the economic potential of this event.

People will be able to freely wander the "Street Plaza" , visit art establishments, dine and socialize, and listen to music. The closed to cars Plaza location will be **Commercial Ave between 4th and 6th Streets,** blocking only 5th St. for the short duration of the event, 6-9 PM.

We have spoken with and received positive feedback from the principal establishments: -Scott Milo; Gere-A-Deli; Adrift; Fridas; El Jinete; A Town Bistro: Brown Lantern; Pita J's: Majestic.

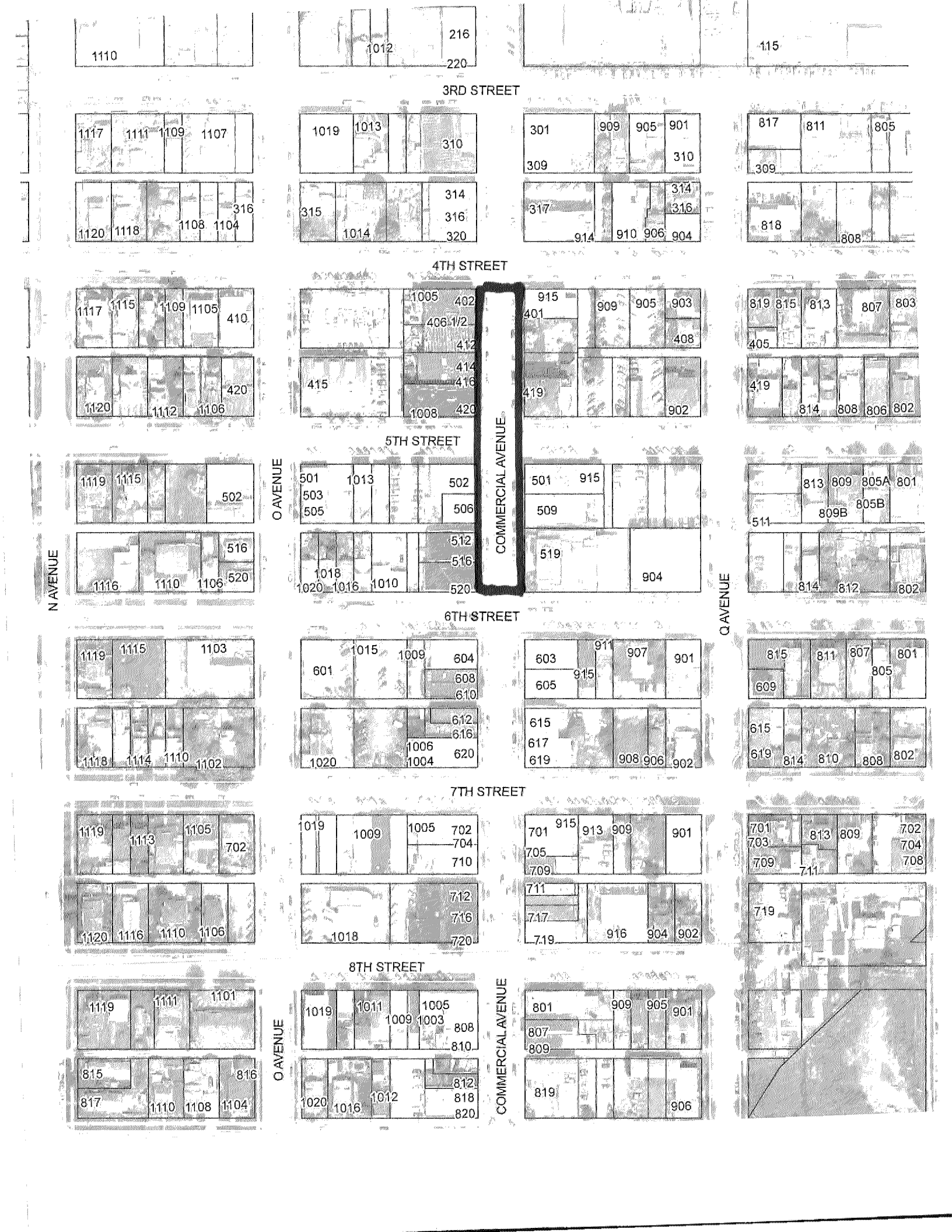
We have determined from the Washington State Liquor Control Board, that all licensed establishments can serve food and liquor from expanded (street / sidewalk) areas defined and under their control , and approved appropriate by the City of Anacortes. Such permission will be granted by Troy McCallister- Anacortes Liquor Control Officer, from a simple schematic emailed to him by each establishment. Don Measemer will define appropriate boundaries shown on the schematics.

Thus, with simple legal expanded boundaries defined by the City, restaurants can serve "streetside", where people will stroll and we plan acoustical musical groups to play....a "Street Plaza" !

The streets will be transformed from business to "Plaza" at 6 PM, for the short hours of the event, then returned to to the expanded purpose they serve at 9 PM.

ANACORTES BIKE AND PEDESTRIAN ADVISORY COMMITTEE

STEVE JAHN- 425-830-4981 stevedianjahn@gmail.com
WARREN TESSLER - 360-941-3014 WTessler48@gmail.com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220
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1013
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316
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808
4TH STREET
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5TH STREET
N AVENUE
O AVENUE
COMMERCIAL AVENUE
Q AVENUE
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6TH STREET
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7TH STREET
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812
818
820
1020
1016
1012
801
909
905
901
807
809
819
906

4TH STREET
Business
Brown Lantern
Frida's
A-Town
Scott Milo Gallery
The Majestic
5TH STREET
Gere-A-Deli
Adrift
Hair Salon
Gallery
Book Store
COMMERCIAL AVENUE
Johnny's
El Jinette
Post Office
6TH STREET
0 25 50 Feet

	TO: City Council Members, Mayor Gere **FROM:** Fred Buckenmeyer, Director of Public Works **DATE:** March 27, 2017 **SUBJECT:** Fueling Education Fun Run

Location:
Run will be held in Washington Park & adjacent roadways. Road closures include a portion of Sunset Avenue from Washington Park to Skyline Way to Old Salts. Road will be closed for approximately 45 minutes – 9 a.m. to 9:45 a.m. See Attached Map

Dates & Times:
Sunday, September 17, 2017
9 a.m. to 9:45

Background:
Fundraiser for the Anacortes School Foundation

Parking Restrictions:
None – parking for event will be off street

Public Works Services:
Applicant will supply cones, barricades as needed

Police Services:
None - Race volunteers will handle traffic control

Recommendations:
Staff recommends approval subject to applicant's submitted request

Proposed Motion: Recommend approval

Emergency Contact Numbers:
Ryan Kudlacek 713-410-5071

cc: Marcia Hunt

RECEIVED
MAR 10 2017
CITY OF ANACORTES

STREET FAIR APPLICATION

Date Received: _____ **Received by:** _____ **City Council Approved:** _____

NAME OF EVENT Fueling Education Fun Run

DATES of Event ~~Sept 18, 2017~~ Sept. 17, 2017. per RK 3/27/17

TIME of Day 9AM

NATURE/PURPOSE of Event Fundraiser for Anacortes School Foundation

PARTICIPANTS/Attendees (estimated number) _____

LOCATION of Event (include locations and dimensions of any structure to be erected, dimensions of street/right-of-way to be used and dimensions of same to remain unobstructed) Run will be held in Washington Park. A small portion of road from the park into Skyline with a turn around @ Old Salts will be closed to traffic for 45 mins (9-9:45)

DESCRIPTION of Event Fun Run 5K

FACILITIES requested (street, sidewalk, park, etc.) See attached map for road closures

Dates/hours requested 9-9:45

EQUIPMENT requested None

Dates/hours requested N/A

SERVICES requested (eg. Custodial, traffic control) Shell Race Volunteer will handle traffic control

Dates/hours requested _____

PARKING (include locations and dimensions of parking space to be available/provided) Parking will be primarily @ Washington Park w/ overflow @ Skyline Marina.

INSURANCE (Certificate of Insurance must be submitted with Application)

Required _____ Not Required X

FEES (itemize any Admission fees/space rental fees/sale of items/solicitation of funds) _____

5K - $10 - KID'S RACE IS FREE

APPLICANT/ORGANIZATION (Name) ANACORTES SCHOOL FOUNDATION / SHELL

Name of responsible person RYAN KVOLACEK Phone # 713-410-5071

Address 5113 MARITIME CT. ANACORTES, WA 98221

Date of Birth 10/23/79

Event and contact information to be included on the City website:

Contact Name RYAN KVOLACEK Phone # 713-410-5071

Contact Address 8505 S. TEXAS RD. ANACORTES, WA 98221

Email Address RYAN.KVOLACEK@SHELL.COM Website address ANACORTESSCHOOLSFOUNDATION.ORG

Event Address 6300 SUNSET. AVE. Hours of Event 9 - 11:30 AM

Does your event require vendor(s) or participant(s) to sign up to participate? YES

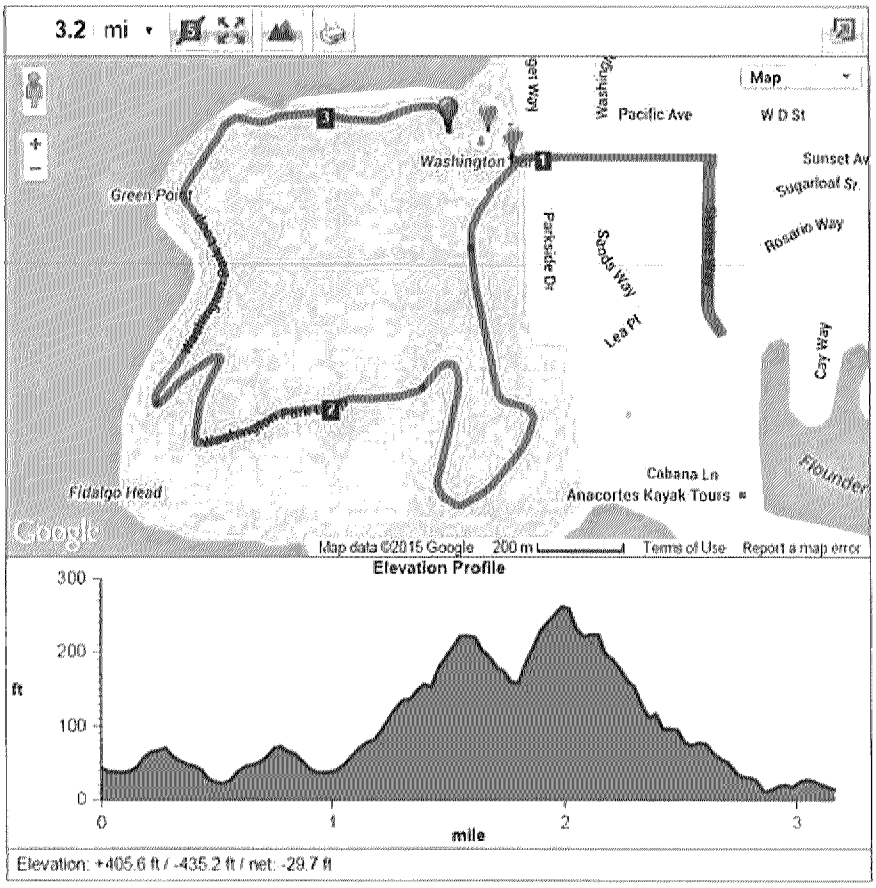
The undersigned agrees to assume responsibility for the above-described event, and to abide by all conditions stipulated upon acceptance of permit.

Signature _____ Date 3.9.17

* * * \

Terrain: Asphalt

Notes: 2015 Fueling Education Fun Run 5K Sponsored by Shell Puget Sound Refinery and benefiting Anacortes School Foundation



City Council Agenda Bill

Meeting Date: 4/3/2017 **Agenda Item**: 5g

Subject: Regional Water Contracts

Staff Contact: Steve Hoglund, Darcy Swetnam

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

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

Summary Statement: Enclosed is the updated water supply agreement with Tesoro.

Background: City staff have been working to renegotiate the water supply agreements with the regional customers to improve administration of the contracts. The main change is that the new agreements eliminate the "committed volumes" concept in favor of a rolling 3-year average. Regional customers had other minor revisions, which have been incorporated into the drafts before Council. This is the last of the wholesale customer contracts to be authorized, the other five customers have already been approved by Council.

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: Council approved agreements with Skagit PUD and Shell Oil Products on January 3, 2017; with the Swinomish Indian Tribal Community on January 17, 2017; and with the City of Oak Harbor and the Town of La Conner on February 6, 2017.

Competing Viewpoints Considered: n/a

Recommended Motion: I move we authorize the Mayor to execute the attached Water Supply Agreement for 2017-2036 with the Tesoro Refining and Marketing Company.

Alternative Actions:

Attachments (listed in order presented): Signed agreement with Tesoro

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CITY OF ANACORTES, WASHINGTON

WATER SUPPLY AGREEMENT

2017 - 2036

DocuSign Envelope ID: D9111621-21EA-4B43-B59A-E9A5A36F2925

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CITY OF ANACORTES, WASHINGTON

WATER SUPPLY AGREEMENT

CW2277681

2017 - 2036

1. AGREEMENT

This Water Supply Agreement ("**Agreement**") is entered between the City of Anacortes, a Washington municipal corporation with an address at 904 6th Street, Anacortes, WA 98221 ("**City**") and Tesoro Refining & Marketing Company LLC, a Delaware limited liability company with an address at 19100 Ridgewood Parkway, San Antonio, Texas 78259 ("**Customer**"). The City and Customer are each a "**Party**" and collectively the "**Parties**" to this Agreement. The Parties agree as follows:

2. RECITALS

2.1 Water Supply. The City owns and operates a Utility System, including a Water Supply System. The City has water available to serve the Customer and other wholesale customers. The City has in the past supplied and will continue to supply water according to the terms and conditions of this Agreement.

2.2 Capacity. The City operates its Water Supply System for the purpose of delivering an adequate supply of water to all of its customers. The City operates its Utility System to meet the volumes contracted for by its customers and to provide for future use or expansion of the Utility System.

2.3 Multiple Customers. This is one of a series of similar, non-exclusive water supply agreements. Through its Water Supply System, the City supplies water to the City's retail water system; and by contract to Regional Customers that include the Town of La Conner, City of Oak Harbor, Skagit Public Utilities District No. 1, Swinomish Utility Authority, Shell Oil Products US, and Tesoro Refining & Marketing Company LLC. The intent of this Agreement is that the costs of the Water Supply System be shared by the Regional Customers in a reasonable and consistent manner, in light of the varying demands of the Regional Customers. The Customer enters this Agreement to continue purchasing from the City supply of water for its industrial and/or municipal water supply requirements. This Agreement replaces and supersedes any previous Agreements or understandings between the parties related to the subject matter hereof.

3. DEFINITIONS

3.1 **"Capital Costs"** are costs incurred or planned for the betterment and rehabilitation of the Water Supply System, including amounts paid from current water system revenues, fund balances, and debt service costs.

3.2 "**Debt Service Costs**" are the cost of issuance, and principal and interest on outstanding bonds, loans or other Utility System debt

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3.3 "**Municipal customers**" mean the Town of La Conner, City of Oak Harbor, Skagit Public Utilities District No. 1 and Swinomish Utility Authority.

3.4 "**Operating Costs**" are the cost of labor, supervision, supplies, utilities, services, taxes (including but not limited to State and City utility taxes), insurance, and all other direct or indirect expenses required to operate and maintain the Water Supply System.

3.5 "**Refinery Customers**" mean Shell Oil Products US and Tesoro Refining & Marketing Company LLC.

3.6 "**Regional Customers**" mean the Town of La Conner, City of Oak Harbor, Skagit Public Utilities District No. 1, Swinomish Utility Authority, Shell Oil Products US, and Tesoro Refining & Marketing Company LLC.

3.7 "**Retail water system**" means the City's retail water service area.

3.8 "**Uncontrollable Circumstances**" includes, but is not limited to, acts of God, sabotage, war, fires, flood, earthquakes, power failure or other catastrophes, strikes, or failure or breakdown of the Water Supply System that are beyond the reasonable control of the City.

3.9 "**Utility System**" under this Agreement means the City's retail water system and the Water Supply System.

3.10 "**Water Supply System**" means the City water system improvements, for purposes of this Agreement, to include:

3.10.1 The water intake and treatment facilities near Avon on the Skagit River and the water transmission pipelines from the water intake and treatment facilities to Sharpe's Corner (collectively the "**Regional Facilities**");

3.10.2 The 20-inch water supply pipeline from South March Point Road to the refineries ("**Refinery Segment**"); and

3.10.3 The 10-inch water supply pipeline along SR20 from Sharpe's Corner to the Oak Harbor metering point just north of the Deception Pass Bridge ("**Oak Harbor Segment**").

4. WATER SUPPLY, USE AND QUANTITY

4.1 The City shall supply quantities and pressures of water at location(s) and in amounts as stated in this Agreement Exhibit A, and any subsequent amendments to this Agreement. With the exception of the Skagit Public Utilities District #1 service area east of the Swinomish Channel, Customer agrees that except for Uncontrollable Circumstances, the City shall be its sole supplier of water to Customer at the Tesoro Anacortes Refinery, located at 10200 West March Point Road, Anacortes, WA 98221, for municipal or industrial purposes. Customer shall only use delivered water for its own purposes. Refinery Customer shall not use water for resale. A municipal customer shall not use water for service or resale outside of the municipal customer's service area as provided in Exhibit A.

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4.2 The City shall use reasonable diligence to provide a regular and uninterrupted supply to the Customer's approved delivery point(s), but shall not be liable to the Customer for damages, breach of this Agreement, or otherwise for interruption of water service or curtailment of water supply for any Uncontrollable Circumstances. The Customer holds the City harmless from any claim for damages related to continuity of service by third parties served by the Customer, to the extent that the claim arises out of Customer's negligence

5. WATER DELIVERY POINTS

5.1 Approved Delivery Points. The City shall deliver water to the Customer at the approved delivery points listed in Exhibit A.

5.2 New Delivery Points. The Customer may request service at additional delivery points subject to the approval of the City. Recognizing that the Water Supply System is not a distribution system but the Customer has complete responsibility for constructing, operating and maintaining, and repair and replacement, of Customer's distribution system adequate for its service area. The Customer shall be responsible for paying all costs associated with installing new service connections. The connection shall include the necessary piping and valves, metering equipment of standard manufacture, and suitable isolating or backflow prevention devices as appropriate. If required by the City, the meter shall be of a type capable of transmitting continuous readings to the City's Water Treatment Plant. For any proposed service connection, the Customer shall prepare and submit the design for City approval prior to installation. The City shall own the meter and be responsible for maintaining it in good repair.

6. QUALITY OF WATER

6.1 Standards. The City shall operate and maintain its Water Supply System in order to supply water for municipal and industrial purposes that meets the water quality standards of the Washington State Department of Health and the U.S. Environmental Protection Agency, including periodic revisions to these standards. The City shall employ the normal care and practices of water utilities with respect to meeting water quality standards.

6.2 Limits on Liability. The City shall not be liable to the Customer for failure to meet the water quality standards for reasons that are outside the control of the City. The Customer indemnifies and holds harmless the City from any water quality-related claim for damages by third parties served by the Customer, to the extent that the claim arises out of Customer's negligence.

7. **RATES AND CHARGES.** Customer shall pay its share of costs as determined by the City per this Agreement. Exercising its sole discretion as manager of the Utility System, the City shall allocate overall water utility costs between its retail water system and the Water Supply System, using standard cost recovery principles, available accounting data, and reasonable approximations when necessary. The Water Supply System costs shall distinguish between Operating Costs and Capital Costs. Capital Costs shall be further allocated between Regional Facilities, the Refinery Segment, and the Oak Harbor Segment.

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7.1 Charges for Operating Costs.

7.1.1 Allocation Basis. To calculate annual operating charges, Operating Costs for the Water Supply System shall be allocated to each regional customer based on each customer's percentage share of the total regional water usage for the three (3) years previous to the year to which the charges apply. For example, for 2020 operating charges the allocation would be based on 2017-2019 water usage.

A. Future Transfers of Service Area. If there are future transfers of service area between one regional customer and another, the historical data shall be adjusted accordingly, using the best estimates available of actual water usage in the transferred area.

B. Retail Water System Allocation. Under this Agreement, the water usage of the City's retail water system shall be calculated by taking the total annual metered usage of all meters, and then subtracting the metered usage of the Regional Customers and other non-retail water system customers.

C. No State utility tax will be included in Operating Costs assessed to wholesale Customers purchasing water for resale.

7.1.2 Preliminary Operating Costs. For any year, preliminary Operating Costs shall be calculated before January 30th of that year, based on the City's adopted budget. One-twelfth of the preliminary operating charge to each regional customer shall be payable each month. Billing is in arrears; it applies to service provided the previous month.

7.1.3 Reconciliation to Actual Operating Costs. After year-end, a reconciling charge or credit shall be calculated that accounts for the difference between the budgeted and actual Operating Costs of the Water Supply System during the given year. The reconciling charge or credit shall be allocated to Regional Customers based on the same relative percentages as the corresponding preliminary operating charge.

7.2 Charges for Capital Costs.

7.2.1 Planning Period. The planning period for Capital Costs is the period over which the City plans capital improvement projects for the Water Supply System, the cost of which is to be recovered from Regional Customers. The planning period may range from three to five years, as determined by the City.

7.2.2 Planned Capital Charges. Capital charges under this Agreement are fixed annual charges to Regional Customers, to recover the projected Capital Costs incurred during a planning period. The City shall segregate planned capital charges for Regional Facilities, the Refinery Segment, and the Oak Harbor Segment.

7.2.3 Allocation Basis – General. Capital Costs shall be allocated to each Regional Customer based on each customer's percentage share of the total regional water

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usage for the three (3) years previous to the year to which the charges apply. For example, for 2020 capital charges the allocation would be based on 2017-2019 water usage.

7.2.4 Allocation Basis – Regional Facilities. Capital Costs for Regional Facilities are based on each Regional Customer's percentage share of the total regional water usage as determined under Agreement Section 7.2.3.

7.2.5 Allocation Basis – Refinery Segment. Capital Costs for the Refinery Segment are allocated between the City retail water system and the Refinery Customers according to their respective percentages under Agreement Section 7.2.3.

7.2.6 Allocation Basis – Oak Harbor Segment. Capital Costs for the Oak Harbor Segment shall be divided between Oak Harbor and the City retail water system according to their respective percentages under Agreement Section 7.2.3.

7.2.7 Regional Capital Account Balance. For charges for Capital Costs, there is no reconciliation after a billing cycle. The City shall account for and maintain a "regional capital account balance" for money paid by Regional Customers for Capital Costs.

7.2.8 Supplemental Capital Charge. If unforeseen Capital Costs arise so that there will be no regional capital account balance within a given planning period, the City may either delay projects until the next planning period or charge for supplemental Capital Costs to be paid by Regional Customers for the remainder of the current planning period. If the cause of unexpected Capital Costs is the Refinery Segment or the Oak Harbor Segment, then the supplemental Capital Costs shall be allocated proportionately to the Regional Customers with an interest in the specific facilities. Otherwise, the supplemental Capital Costs shall be applied in the same percentage allocations used for the Capital Costs for the applicable planning period.

7.2.9 Debt Service Charges to Refinery Customers. Recognizing the variability of demand from the Refinery Customers and that Regional Customers may terminate the agreement with only three-year' notice, the City may maintain alternative schedule(s) for recovery of Debt Service Costs as a component of Capital Costs charged to the Refinery Customers.

7.3 Planning and Advisory Estimates. To assist Customer in its financial planning, the City shall provide information to Customer, at least as follows. Following the City administrative officer's submission of a preliminary annual budget to the City Council under RCW 35A.33.055, a copy of that preliminary budget, or excerpts related to the Utility System from that budget, shall be sent by City to Customer. In the event the City determines to operate under a biennial budget under Chapter 35A.34 RCW, the city shall provide to Customer such review and modification materials required under RCW 35A.34.130. By November 15th of each year, the City shall provide to Customer a further, non-binding, advisory estimate of charges for Operating Costs and Capital Costs for the next year. The City shall provide to Customer advance notice of draft comprehensive plans, facility plans capital improvement plans or other planning documents relating to the Utility System, as soon as practicable following the publication or general availability of such plan drafts.

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8. BILLING AND PAYMENT.

8.1 Monthly Billing. The City shall bill Customer monthly for one twelfth (1/12) of the annual charges calculated under Agreement Section 7. The bill shall identify the Capital Cost and Operating Cost, the volume of metered water delivered to the Customer during the month. Payment by the Customer is due within thirty (30) days of the receipt of the bill.

8.2 Late Payment. If a bill remains unpaid after forty-five (45) days, the City will assess interest on the delinquent amount at the rate of twelve percent (12%) per annum. If a bill still is not paid after ninety (90) days, the City may use other remedies legally available to it, including shutting off service to enforce payment. Nothing in this Agreement Section 8 relieves Customer of obligations for payment of Capital Costs and Operating Costs for the three (3) year period following notice of Agreement termination.

9. METERING.

9.1 Meters and Testing. The volume of water delivered to the Customer shall be measured at the metering equipment at the delivery points identified under Agreement Section 5. Meters shall be maintained and read monthly by the City. Meters shall be tested by the City periodically, but not less than once per year, to assure continuing accuracy and conformance to the standards of measurement and service accepted in the water industry. The Customer has the right to advance notice and to be present at any of the regularly scheduled tests. The cost of conducting such tests shall be borne by the City. Tests may also be conducted at other times at the request of the Customer and the Customer may elect to have a representative witness the meter test. If the meter is accurate, the Customer shall pay for the cost of the test; but if the test reveals an inaccuracy of more than 2 percent, the City shall pay for the test. If an inaccuracy of more than 2 percent is discovered, all billings for water furnished hereunder for one-half the time from the date of the preceding test shall be adjusted, which shall be for the full amount of the discrepancy.

9.2 Temporary Lapses in Water Meter Data. If metered water use is incomplete or inaccurate for any period of time, the City may bill the Customer for such period based on estimated water use. The City may estimate use on any reasonable basis. The City shall provide the Customer documentation of the method used to estimate Customer water use for such period.

9.3 Documentation of Monthly Metering Results. Even though monthly metered water use does not affect the customer bill during the current year, the City shall read the meters on a monthly basis and notify the Customer of its water use during the prior month

10. FUTURE WATER SERVICE AND SUPPLY REQUIREMENTS

10.1 Service Area. This Agreement between the City and the Customer is to supply water to the Customer's existing industrial operations and/or water service area. In this regard, the Customer agrees not to increase its industrial operations or to expand its service area in a manner that would increase its water requirements by more than ten (10) percent without the prior approval of the City.

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10.2 Future Improvements. The City plans and develops water supply facilities that may become necessary in the future to replace existing facilities or to expand the capacity of its Water Supply System to meet growing demands. The City may require appropriate commitments from Regional Customers prior to proceeding with system improvements.

10.3 Other Service. Nothing in this Agreement limits the City's authority to expand its service area or serve other retail or wholesale customers, in addition to service provided to the Regional Customers.

11. TERM AND TERMINATION.

11.1 Term. Subject to Agreement Section 11.2, this Agreement shall take effect on January 1, 2017, and remain in full force and effect until December 31, 2036. Either party can request, no more frequently than annually, amendment or renegotiation of this Agreement.

11.2 Termination. Either Party has the right to terminate this Agreement by giving not less than three (3) years' written notice to the other Party.

12. GENERAL

12.1 Conflicts. To the extent that there is any inconsistency between the provisions of this Agreement, any exhibit incorporated as part of this Agreement, the provisions of this Agreement shall control.

12.2 Records Inspection. The City shall maintain and make available for inspection by Customer at reasonable times all records pertaining to the Utility System. These records shall be maintained for a minimum of three (3)-years.

12.3 Notices. All notices and billing required hereunder shall be sent to the following addresses:

CITY OF ANACORTES

Mailing:
PO Box 547
Anacortes, WA 98221

Physical:
904 6th Street
Anacortes, WA 98221

TESORO REFINING & MARKETING COMPANY LLC

Mailing:
Steven W. Graville
19100 Ridgewood Parkway
San Antonio, TX 78259
E-mail: Steven.W.Graville@tsocorp.com
(360) 293-9185

With a Copy to:
Tesoro Legal Department
19100 Ridgewood Parkway
San Antonio, Texas 78259

The person and address to which the notices are to be given may be changed at any time by either Party upon written notice to the other Party. All notices given pursuant to this Agreement

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shall be deemed given upon receipt.

12.4 Applicable Law. This Agreement and all disputes arising thereunder shall be governed by Washington State Law.

12.5 Assignment; Survival. Except as otherwise provided herein, neither Party may assign its rights or obligations under this Agreement without the express written consent of the other Party, which consent may be withheld in the sole discretion of such Party. This

Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the Parties.

12.6 Dispute Resolution. The Parties shall seek to resolve amicably any disputes arising under this Agreement. If a dispute cannot be resolved by the Parties, any Party may invoke a formal conflict resolution process under this Section 12.6.

12.6.1 The first step in the process shall be a meeting including the City's Mayor and Public Works Director and the Customer's representative(s).

12.6.2 If the Parties cannot resolve the dispute at the first step within thirty

(30) days, the second step in the process shall be mediation before a single mediator selected by mutual agreement of the Parties. If the Parties cannot agree on a mediator, either Party may apply to the presiding judge of the Skagit County Superior Court for appointment of a mediator.

12.6.3 If the Parties cannot resolve the dispute at the second step within ninety (90) days of the appointment of the mediator, any Party may commence an action under this Agreement.

Any dispute that cannot be resolved by the Parties shall be resolved in the Skagit County Superior Court with each Party preserving its right to trial by jury.

12.7 Non-Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or aswaiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of the breach. Where the condition to be waived is a material part of the Agreement such that its waiver would affect the essential bargains of the Parties, the waiver must be supported by consideration and take the form of an Agreement modification.

12.8 No Third Party Beneficiary. The rights and obligations created by this Agreement are for the sole benefit of the Parties, their successors or assigns and no person not a Party shall be a beneficiary, intended or otherwise, of any such rights or be entitled to enforce any of the obligations created by this Agreement.

12.9 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision

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to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Further, the Parties shall negotiate in good faith regarding amendments to this Agreement that would, to the maximum extent possible, effectuate the intent of any provision determined to be invalid or unenforceable.

12.10 Construction. This Agreement has been freely and fairly negotiated by the Parties hereto and has been reviewed and discussed by legal counsel for each of the Parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of this Agreement shall be construed and interpreted without any presumption or other rule requiring constructional interpretation against the Party causing the drafting of the Agreement.

12.11 Captions. The captions and paragraphs headings contained in this Agreement are for convenience and reference purposes only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

12.12 Prior Agreement Superseded; Complete Agreement. This Agreement supersedes that certain Water Supply Agreement between the Parties (effective January 1, 2006 for the term 2006 – 2026, the "Prior Agreement). The Prior Agreement has no further force or effect commencing January 1, 2017. This Agreement contains the complete statement of the understanding of the Parties with respect to the subject matter of this Agreement. There are no other representations, agreements, or understandings, oral or written, by the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. Each Party acknowledges and represents to the other Party that it is executing this Agreement solely in reliance upon its own judgment and knowledge and that it is not executing this Agreement based upon the representation or covenant of the other Party, or anyone acting on such Party's behalf, except as expressly stated herein. Any modifications or amendments to this Agreement shall be approved in writing by both Parties.

12.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, all of which, when taken together, shall constitute one and the same Agreement. Executed counterparts transmitted by facsimile or electronic means shall be binding on the Parties.

12.14 Certain Representations And Warranties Of The Parties. Each Party represents and warrants to the other that the execution, delivery, and performance of this Agreement have been duly approved by all required government or corporate action, and that the person or persons signing on behalf of such Party have full authority to do so.

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IN WITNESS WHEREOF, the Parties hereto have each executed this Agreement as of the day and year below written.

CITY OF ANACORTES

By: _____

Name: Laurie M. Gere

Title: Mayor

Date: _____

Attest: _____

Name: Steve D. Hoglund

Title: City Clerk Treasurer

TESORO REFINING & MARKETING COMPANY LLC

By: _____

Name: Keith Casey

Title: EVP, Marketing & Commercial

Attest: _____

Name: Sam Eljaouhari

Title: Sr. Director, SCM

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EXHIBIT A

Water Supply Agreement between the City of Anacortes and Tesoro Refining & Marketing Company LLC.

Approved Metered Service Connections:

No.	Size	Brand	Type	Location	Reading System
1	16"	Venturi	B.I.F.	North Texas Road	Manual

1. Contractual Water Volume:

   Annual: 2,450 Million Gallons

2. Water Pressure: 90 psi

City Council Agenda Bill

Meeting Date: 4/3/2017 **Agenda Item**: 5h

Subject: Microsoft Volume Licensing Contract Extension

Staff Contact: Steve Hoglund

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

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

Summary Statement: This is a 3-year extension of the City's current contract for licensing for Windows operating system and Microsoft Office software.

Background: SoftwareOne is our current licensing agent to obtain Windows operating systems and Microsoft Office software for use on City computers on the State contract. Our initial agreement was a 3-year term. We now have the option of extending the current agreement another 3 years. We reviewed signing up for Office 365 instead of direct licensing, but the cost for Office 365 was $36,632 per year, or $109,896 for the 3-year term, versus $72,180 for direct licensing. The recommended agreement will save the City $37,716 over the next three years.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	001.220.518.80.41
Proposed Expenditure	$24,060 per year for 3 years
Budget Amendment Required?	Yes
Revenue Source	Interfund DIS revenues

Proposed Contract	
Contractor	SoftwareOne
Amount	$72,180
Start Date	2017
End Date	2019

Previous Council/Committee Action: City Council approved the original 3-year agreement with CompuCom (now Software One) on March 3, 2014.

Competing Viewpoints Considered:

Recommended Motion: I move to authorize the mayor to enter into a contract with Software One to renew the City's Microsoft Enterprise Agreement.

Alternative Actions:

Attachments (listed in order presented): SoftwareOne quote

Software Quote

Quoted by Jan Edwards, Software One, 20875 Crossroads Circle Ste 1, Waukesha, WI 53186-4093
Phone 406-295-4548, janice.edwards@softwareone.com

	Quoted to:	**City of Anacortes**		
	Date 2/28/2017	**MS EA**		
		Renewal		
	Important: Please provide the email address of the recipient designated to receive a Software One "order confirmation"			
Quantity	***Part #***	***Description***	***Unit Price***	***Ext. Price***
200	269-05704	OfficeProPlus ALNG SA MVL	$ 83.23	$ 16,646.00
200	KV3-00368	WINE3perDVC ALNG SA MVL	$ 37.07	$ 7,414.00
				$ -
				$ -
				$ -
				$ -
				$ -
	Product-total			$ 24,060.00
	Sub-Total			$ 24,060.00
	Tax	Need to add WA Sales Tax		$ -
	Shipping			No Charge
	Total			$ 24,060.00

Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party software products provided by Software One) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment. Software One provides no independent warranties, indemnities or liabilities. Public Sector Disclosure: Software One may receive incentive fees for public sector EA transactions.

Microsoft Volume Licensing
eAgreements

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Contract Package Details

Contract Information

Organization Name	City of Anacortes	Contract Package Status	Pending Customer Electronic Signature
Public Customer Number (PCN)	9085AF87	Submitted Date	3/25/2017
Contract Package ID	PKG07267962	Submitted By	Bruno Vanobberghen
Renewal	N	Prior Agreement Number	

Please review the above for accuracy. If any of the information is incorrect (e.g., if the "Organization name" is not the legal name of the company to be legally bound by the agreements), do not sign the agreement(s) and contact your Channel Partner. If the above is accurate, proceed.

Contracts for review and signature (1)

Please open and review, or have reviewed by legal counsel, each of the documents shown in the table below. If any of the information in the agreements is incorrect, do not sign and contact your Channel Partner. **These agreements contain damage and warranty exclusions, limitations and disclaimers, as well as other important terms and conditions that should be reviewed before signing.**

☑		Document Name	Number or Code
☑		EA Universal Update Statement	40000

Documents not requiring signature (0)

If you cannot view the PDF files, please download a free PDF viewer: http://www.adobe.com
If you cannot view the Word files, please download a free Word Viewer or Microsoft Office 2010 Trial version.

The documents in the table above do not need to be signed, but are relevant to or are part of the agreements to be signed. For example, a document in this section might be incorporated by reference in an agreement that will be signed, contain pricing terms that are part of an agreement to be signed, or for informational purposes."

By clicking the "I Confirm" button below, the signing agent represents, warrants and agrees that he or she has been duly authorized to sign for the organization named in the "Contract information" section and has reviewed each of the documents in the tables above."

○ **I Confirm** ○ **I Reject**

Enterprise Update Statement

Enterprise Agreement Number 01E73529
Enrollment Number 8557549
Company Name City of Anacortes

In accordance with the terms of entity's Enterprise Agreement and Enrollment, a true-up order must be submitted for each Enrollment's anniversary (including at Enrollment expiration and prior to any renewal) to account for License quantity increases for:

a. Qualified Desktops/Devices or Qualified Users

b. Online Services (where permitted)

c. Previously ordered Additional Products

d. Products included in the Server and Cloud Enrollment or Enrollment for Core Infrastructure

e. Products included in the Enrollment for Application Platform. Products selected with the three year true-up option must place the true-up order only upon enrollment expiration and prior to renewal.

If entity has ordered any additional quantities since its last Enrollment anniversary, this annual true-up order is still required. Entity must submit an Enterprise Update Statement for each anniversary when there has been no increase in required License quantities as described above.

☒ In checking this box, entity confirms that under the above referenced Enrollment, there has been no increase in the number of required Licenses not already ordered in a prior placed True Up Orders. Entity understands that it is the responsibility of the entity to ensure that all licenses installed are used according to the Enterprise Agreement and Enrollment referenced above.

Select applicable year for this Update statement: 3

Customer/Government Partner (as applicable)
Name of Entity* City of Anacortes
Signature*
Printed Name*
Printed Title*
Signature Date*

*** indicates required fields**

City Council Agenda Bill

Meeting Date: 4/3/2017 **Agenda Item**: 7a

Subject: Ordinance 3002 Temporary Amendment to Traffic and Parking Regulations

Staff Contact: Darcy Swetnam, Chief John Small

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

Action Type	
x	Ordinance No. 3002
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: The Guemes Ferry haul-out has been extended by a week. Council adopted temporary amendments to traffic and parking rules on 6th Street and H Avenue during the haul-out, which need to be extended to correspond with the extended haul-out dates.

Background: The Guemes Ferry Haul-out began on Feb 28 and was scheduled to be over Mar 28, 2017. Skagit County has extended the haul-out through April 6th. During this time, vehicles may not travel by ferry between Anacortes and Guemes. This has historically increased parking and traffic in the residential neighborhood around the ferry terminal. Ordinance 3002 will extend the parking and traffic restrictions adopted during the Haul-out by another week.

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: Council adopted Ordinance 3001 on February 13, 2017, which temporarily amended parking and traffic regulations on 6th Street and H Avenue during the Haul-out.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that we adopt Ordinance 3002 extending temporary amendment to traffic and parking on 6th Street and H Avenue during the Guemes Ferry haul-out.

Alternative Actions: Council could leave the street as it is and attempt to control traffic and parking through other means.

Attachments (listed in order presented): Proposed Ordinance 3002

ORDINANCE NO. 3002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANACORTES EXTENDING TEMPORARY AMENDMENT TO TRAFFIC AND PARKING ON 6TH STREET AND H AVENUE DURING THE GUEMES FERRY HAUL-OUT.

WHEREAS, the City Council is the road authority for the City of Anacortes; and

WHEREAS, Skagit County is conducting a Haul-out of the Guemes Ferry for periodic maintenance, which commenced on February 28, 2017 and has been unexpectedly extended from its original end date of March 28, 2017 to April 6, 2017. During this time, no vehicles will be transported by ferry between Guemes Island and the City of Anacortes; and

WHEREAS, the City Council hereby determines that, during the Haul-out, the area surrounding the Guemes Ferry terminal will face a significant increase in parked cars that cannot be conveyed to Guemes Island and a significant increase in vehicular traffic. To address expected dangers posed to pedestrians and increased traffic, City staff have worked with Skagit County staff to develop a parking plan that will allow for increased parking while minimizing potentially significant impacts to City residents; and

WHEREAS, the City Council now wishes to temporarily amend traffic and parking rules in the affected area during the Haul-out; and

WHEREAS, sections 47.48.010 and 35A.47.030 RCW give the City Council authority to restrict or close city streets; and

WHEREAS, the City Council determines that the proposed street amendment herein is narrowly tailored to serve the significant governmental interests of providing for public safety during the traffic increases during the Haul-out; and

WHEREAS, the City Council adopted Ordinance 3001 on February 13, 2017, which amended parking and traffic on 6th Street and H Avenue during the Guemes Ferry Haul-out.

WHEREAS, due to the extension of the Haul-out dates, the restrictions in Ordinance 3001 must also be extended.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ANACORTES DOES ORDAIN AS FOLLOWS:

Section 1. The following restrictions on traffic and parking adopted in Ordinance 3001 are extended and apply until 8:00 P.M. on Friday, April 7, 2017.

A. 6th Street beginning at I Avenue for a distance of one block to H Avenue is hereby designated a one-way street travelling in a westbound direction.
B. H Avenue beginning at 6th street for a distance of one block to 7th Avenue is hereby designated a one-way street travelling in a southbound direction.
C. Parking vehicles is prohibited on the south side of 6th Street from I Avenue to H Avenue.
D. Parking vehicles is prohibited on the east side of H Avenue from 6th Street to 7th Street.
E. Only parallel parking, as described in Section 10.12.070 AMC, is allowed on the north side of 6th Street from I Avenue to H Avenue and on the west side of H Avenue from 6th Street to 7th Street.
F. Violation of this Ordinance shall constitute an infraction and shall be punishable by a penalty in the amount of fifty dollars for each offense.
G. The Anacortes Police Department has the authority to impound any vehicle or trailer in violation of this Ordinance as provided in Section 10.12.050 AMC.

Section 2. This ordinance shall take effect five (5) days from and after its passage, approval and publication in the manner required by law.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES AND APPROVED BY THE MAYOR OF THE CITY OF ANACORTES, WASHINGTON on this ____ day of _____, 2017.

_____
LAURIE M. GERE, MAYOR

Approved as to form and legality:

_____
Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

_____
Steve D. Hoglund, City Clerk Treasurer

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning April 10, 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.

April 10, 2017

•Contract Award: Blue Heron Circle Reservoirs Construction

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April 17, 2017

****

April 24, 2017

•CDBG - Review draft 2017/2018 Action Plan, Housing Needs & Community Input

•Anacortes School District Early Learning Programs Presentation (Discussion)

****

May 1, 2017

****

May 8, 2017

•Anacortes Historic Preservation Board Annual Report (Discussion)

****

May 15, 2017

****

May 22, 2017

****

June 5, 2017

****

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Housing Affordability & Community Services, Thursday, Apr 6, 2017, 1:30 PM, City Hall

•Planning, Monday, Apr 10, 2017, 5:00 PM, Main Conference Room, City Hall

•Public Safety, Tuesday, Apr 11, 2017, 4:30 PM, City Hall

•Finance, Wednesday, Apr 12, 2017, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue

•Public Works, Monday, Apr 17, 2017, 5:00 PM, Public Works Director's Office, City Hall

•Planning, Monday, Apr 24, 2017, 5:00 PM, Main Conference Room, City Hall

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