Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

March 13, 2017
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Announcements and Committee Reports**
   a. Planning Committee

4. **Public Comment**

5. **Consent Agenda (Action)**
   a. Minutes of March 6, 2017
   b. Approval of Claims in the amount of: $621,966.85
   c. Contract Award: Blue Heron Circle Reservoir Project Construction Management Services (16-039-WTR-003)
   d. Contract Modification: Blue Heron Circle Reservoir Engineering Services (16-039-WTR-001)
   e. Contract Modification: WWTP Outfall Repair (13-020-SEW-004)
   f. Resolution 1985: Special Market Condition for Purchase of Directional Drilling Equipment

6. **Public Hearings**

7. **Other Business**
   a. Arts Commission Update (Discussion)
   b. Hearing Examiner Confirmation (Discussion/Possible Action)
   c. Resolution 1963: Establishing Fees for the Storm Water Utility and Ordinance 2979 Removing Storm Rates from AMC and Defining Impervious Surface Units (Discussion/Possible Action)

8. **Adjournment**

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

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

Anacortes City Council
Proposed Agenda Items for the Next Eight Weeks Beginning March 20, 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.

March 20, 2017
•Puget Sound Energy Home Energy Assessment Presentation (Discussion)
•Final Plat & PUD Approval, PUD-2015-0003, 48 North Plat & PUD (Action)
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March 27, 2017
•Closed Record Public Hearing: 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 (Discussion/Possible Action)
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April 3, 2017
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April 10, 2017
****

April 17, 2017
****

April 24, 2017
•CDBG - Review draft 2017/2018 Action Plan, Housing Needs & Community Input
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May 1, 2017
****

May 8, 2017

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

•Planning, Monday, Mar 13, 2017, 5:00 PM, Main Conference Room, City Hall
•Public Safety, Tuesday, Mar 14, 2017, 4:30 PM, City Hall, Mayor's Office
•Public Works, Monday, Mar 20, 2017, 5:00 PM, Public Works Director's Office, City Hall
•Finance, Wednesday, Mar 22, 2017, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
•Planning, Monday, Mar 27, 2017, 5:00 PM, Main Conference Room, City Hall
•Public Works, Monday, Apr 3, 2017, 5:00 PM, Public Works Director's Office, City Hall
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Mayor Laurie Gere called to order the regular Anacortes City Council meeting of March 6, 2017 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett and John Archibald were present. Councilmember Matt Miller was absent. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Housing Affordability & Community Services Committee: Ms. Lovelett, Mr. Johnson and Ms. Pickett reported from the committee's Poverty and Homelessness Panel meeting the previous Thursday. The panel discussed funding challenges and the increasingly competitive nature of funding sources as state funds are redirected to low barrier facilities. Mr. Johnson reported that Anacortes Family Center Executive Director Dustin Johnson presented information about 2060 funds which would in future be administered by the County Commissioners.

Public Works Committee: Mr. Walters reported from the committee meeting earlier in the evening. He summarized the impromptu presentation from a wireless communications permitting consultant regarding future siting of wireless communication towers. Mr. Walters said that information would inform the committee's future consideration of wireless code updates. Mr. Johnson elaborated on proposed tower locations and said staff was exploring locating such facilities on city-owned property. Mayor Gere advised that legislation pending in Olympia could affect the power of municipalities to control siting of wireless towers. Mr. Walters next reported on the bid schedule for the Blue Heron 3MG water reservoir and fiber optic network projects. Mr. Walters said the remainder of the committee meeting was devoted to a consideration of storm utility rates. He reported that staff proposed to proceed with Option 3 as presented at the February 13, 2017 City Council meeting in order to allow additional time for businesses to prepare for rate changes. Mr. Walters said the committee would recommend adoption of rates by full Council in the near future, to be effective January 1, 2018.

Planning Committee: Mr. Walters reported that the committee would interview hearing examiner candidates later in the week.

Ms. Lovelett announced that Police Chief Bonnie Bowers and Skagit County Sheriff Will Reichardt would host an immigration law forum at the Anacortes Public Library on Wednesday, March 8, at 7:00 p.m. to discuss how local law enforcement would correlate with immigration policy.

Mr. Johnson noted the retirement celebration for Children's Librarian Doug Woods the prior Friday and honored Mr. Woods for his years of service to the library's youngest patrons.

Public Comment

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

Consent Agenda

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

a. Minutes of February 27, 2017
b. Approval of Claims in the amount of: $129,484.96

The following vouchers/checks were approved for payment:
EFT numbers: 83978 through 84009, total $21,730.43
Check numbers: 84010 through 84048, total $66,500.73
Wire transfer numbers: 213081 through 213676, total $7,494.60

There being no further business, at approximately 6:12 p.m. the Anacortes City Council meeting of March 6, 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 March 13, 2017 City Council meeting:

Download this file in OpenDocument spreadsheet format.

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
213636	12/31/2016	IN922660	10389	NOANET	FIBER NETWORK OSP, GIS AND ENGINEERING SUPPORT	$18,232.50
213637	12/31/2016	IN922661	10389	NOANET	FIBER NETWORK TRAVEL EXPENSES FOR ENGINEERING SUPPORT	$1,123.26
214019	1/1/2017	GB00100301	02776	TRANSAMERICA LIFE INS CO	JANUARY LEOFF LONG-TERM CARE INSURANCE	$354.90
214047	1/2/2017	727726	10294	PACIFIC LAMP & SUPPLY COMPANY	LIGHTING AUDITS FOR 12 CITY FACILITIES,	$3,447.25
214046	1/2/2017	735056	10294	PACIFIC LAMP & SUPPLY COMPANY	LED SPOT LIGHT FOR FLAG AT SENIOR CENTER	$247.38
213520	1/17/2017	1730108	10287	LEVERAGE INFORMATION SYSTEMS	VOIP BACKBONE UPGRADE	$4,213.28
212470	1/20/2017	0211498-IN	03844	SIRENNET	LED LIGHTBARS NEW POLICE TAHOES, STATE CONTRACT	$1,077.19
212960	1/23/2017	638422278	04308	COSTCO WHOLESALE CORPORATION	60" ROUND FOLDING TABLES 15 PK W/CART	$2,061.49
212640	1/24/2017	1300112026	08590	NEWEGG BUSINESS INC	INTERNAL COMPUTER DRIVE	$184.98
212646	1/24/2017	1300112553	08590	NEWEGG BUSINESS INC	HARD DRIVE DOCKING STATION	$64.99
212641	1/24/2017	B06027091	10017	SHI INTERNATIONAL CORP.	MICROSOFT SURFACE PRO 4 TABLETS WTP	$2,223.84
212642	1/25/2017	10143266790	03318	DELL MARKETING LP	6 OPTIPLEX 3240 AIO BTX COMPUTER SYSTEMS	$7,373.14
212643	1/25/2017	10143266802	03318	DELL MARKETING LP	WTP OPTIPLEX 3240 COMPUTER SYSTEM	$1,125.60
212958	1/25/2017	111-4904811-5411406	08811	AMAZON.COM	LEARNING ELK STACK BOOK - GERARDO	$48.81
212639	1/25/2017	111-7340696-7956252	08811	AMAZON.COM	TONER CARTRIDGE - BECKY - COURT	$91.90
212644	1/25/2017	1300115550	08590	NEWEGG BUSINESS INC	DELL 24" LCD MONITORS	$199.98
212963	1/26/2017	10143288153	03318	DELL MARKETING LP	FACILITIES OPTIPLEX 7040 COMPUTER CPU	$1,077.10
214060	1/26/2017	112-8470756-7090630	08811	AMAZON.COM	CARBON SEALS AND SPEEDI SLEEVES	$195.84
212961	1/26/2017	1300115799	08590	NEWEGG BUSINESS INC	COMPUTER ADAPTER	$17.99
212962	1/26/2017	1300115931	08590	NEWEGG BUSINESS INC	ETHERNET CONNECTOR	$55.12
212645	1/26/2017	1300117001	08590	NEWEGG BUSINESS INC	DELL 24" LCD MONITOR - FACILITIES	$199.98
213834	1/27/2017	0358659	08811	AMAZON.COM	TRAINING TV FOR PRESENTATIONS	$973.25
212964	1/27/2017	1300118751	08590	NEWEGG BUSINESS INC	COMPUTER CONNECTORS AND ADAPTERS	$49.26
212965	1/27/2017	1300120647	08590	NEWEGG BUSINESS INC	NETWORK PLUGS	$28.97
212966	1/27/2017	1300120950	08590	NEWEGG BUSINESS INC	ETHERNET PARTS	$116.19
213832	1/27/2017	2172213	08811	AMAZON.COM	ARTICULATING TV WALL MOUNT	$64.99
212967	1/27/2017	avdeals2014	10516	AV DEALS - PAYPAL	RUGGED IPAD CASES	$160.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
212957	1/28/2017	111-0322579-3643470	08811	AMAZON.COM	MASTERING WINDOWS BOOKS - GERARDO - IT	$107.67
212913	1/28/2017	206-020-3556-0826095	07909	FRONTIER COMMUNICATIONS	RADIO TONE LINE 1696: 1/28 - 2/27	$61.14
212872	1/28/2017	253-004-9336-0614005	07909	FRONTIER COMMUNICATIONS	APD DS1 LINES 1/28-2/27/17	$357.65
212874	1/28/2017	253-006-0176-1214945	07909	FRONTIER COMMUNICATIONS	APD ADDL DS1 LINE 1/28-2/27/17	$369.18
212866	1/28/2017	253-009-1310-0919005	07909	FRONTIER COMMUNICATIONS	APD FRAME RELAY 1/28-2/27/17	$84.22
212870	1/28/2017	253-011-6037-1018005	07909	FRONTIER COMMUNICATIONS	APD VOICE GRADE CIRCUITS 1/28-2/27/17	$40.38
213014	1/28/2017	253-014-9093-0826095	07909	FRONTIER COMMUNICATIONS	RADIO TONE LINE 1683: 1/28 - 2/27	$61.14
212869	1/28/2017	360-293-4684-0619005	07909	FRONTIER COMMUNICATIONS	APD BUSINESS LINE/SUMMARY BILL 1/28-2/27/17	$71.35
212864	1/28/2017	360-293-4900-0912865	07909	FRONTIER COMMUNICATIONS	APD BAC LINE 1/28-2/27/17	$75.31
213038	1/28/2017	360-293-5868-1006005	07909	FRONTIER COMMUNICATIONS	APD 1/28-2/27/17	$333.96
213110	1/28/2017	360-299-0813-1017915	07909	FRONTIER COMMUNICATIONS	WWTP PHONE BILL - 360-299-0813-1017915	$426.44
212969	1/28/2017	XK2DCK149	03318	DELL MARKETING LP	LIBRARY DELL OPTIPLEX 2407440 AIO COMPUTER SYSTEM	$955.86
212968	1/28/2017	XK2DCKW24	03318	DELL MARKETING LP	LIBRARY OPTIPLEX 24 7440 AIO COMPUTER SYSTEM	$955.86
212970	1/30/2017	6474	02342	SAFEWAY INC	SUPPLIES FOR MESSY ME	$12.76
213822	1/30/2017	Feb Visa PW	00780	DEPARTMENT OF ECOLOGY	LID TRAINING CLASS JOHN FRANZ	$32.64
213911	1/31/2017	1095151545	02193	FERRELLGAS	PROPANE FOR AUTOGAS DISPENSER	$511.10
212959	1/31/2017	111-3714710-9384204	08811	AMAZON.COM	URBAN BIKEWAY DESING GUIDE - E SHJARBACK	$54.25
212785	1/31/2017	115977	00125	AMERICAN PLANNING ASSOCIATION	DT PLANNING FOR SMALLER COMMUNITIES	$47.95
213874	1/31/2017	17-0147	04253	LIFE TEK INC	ALS/BLS PROVIDER COURSE FOR 17 STAFF	$3,619.00
213814	1/31/2017	2273061	08811	AMAZON.COM	SPARE TIRE COVER - CERT TRAILER	$14.99
213853	1/31/2017	4283430	08811	AMAZON.COM	FIT TESTING SOLUTION, SCBA TOWELETTES	$173.19
213849	1/31/2017	5765832	08811	AMAZON.COM	FIT TEST KIT	$146.96
213851	1/31/2017	7556218	08811	AMAZON.COM	FILTER (FIT TESTING)	$25.87
213334	2/1/2017	0272132695345	08928	ALASKA AIRLINES	FIBER OPTIC MODEL TRIP - GERE	$156.40
213335	2/1/2017	0272132695345	08928	ALASKA AIRLINES	FIBER OPTIC MODEL TRIP - BUCKENMEYER	$156.40
213998	2/1/2017	10352	10273	SKILLINGS CONNOLLY, INC	WWTP OUTFALL REPAIR DESIGN 12/26/16-1/25/17	$5,906.47

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
212878	2/1/2017	PO POLICE	07231	HOME DEPOT	REPLACE BROKEN FRIDGE IN PUBLIC SAFTEY BLDG	$594.58
212892	2/2/2017	360-299-0953-1017915	07909	FRONTIER COMMUNICATIONS	TELEPHONE SERVICE FOR WWTP 1/28-2/27/17	$97.00
213569	2/2/2017	80958	00369	BLYTHE PLUMBING & HEATING INC	BOILER GUAGES REPAIR	$475.23
213328	2/2/2017	B06074689	10017	SHI INTERNATIONAL CORP.	AFD HP ELITE DISPLAY 21.5" LED MONITOR (3)	$766.52
213012	2/2/2017	SI-9300288	09068	XBYTE TECHNOLOGIES	WTP MEMORY FOR SERVER HYNIX 16 GB	$4,460.00
213931	2/3/2017	113-7172963-3788237	08811	AMAZON.COM	PATROL SUPPLLIES; PHONE CASE	$8.24
213932	2/3/2017	113-7300216-0628201	08811	AMAZON.COM	PATROL SUPPLIES; PHONE CASE	$38.12
213329	2/3/2017	1300133805	08590	NEWEGG BUSINESS INC	COMPUTER ADAPTER AND CABLE	$64.13
213344	2/3/2017	1933620-99250238	02966	WPTA	WPTA CONFERENCE PHILIP STEFFEN	$225.00
213933	2/3/2017	200602321	09113	5.11 TACTICAL	UNIFORM SHOES; CSO WOLFSWINKEL	$93.06
213341	2/3/2017	6740	04308	COSTCO WHOLESALE CORPORATION	SUPPLIES FOR MESSY ME & DADDY DAUGHTER DANCE	$43.87
213342	2/3/2017	9528	08990	MICHAELS	SUPPLIES FOR MESSY ME AND DADDY DAUGHTER DANCE	$58.55
213789	2/3/2017	L39646	08192	LAUTS INC	TONNAGE FEES FOR C & D DROP BOXES	$287.28
214049	2/4/2017	000099E018057	02817	UNITED PARCEL SERVICE	SHIPPING CHARGES TO LUBEWATCH	$8.89
213330	2/6/2017	1300139790	08590	NEWEGG BUSINESS INC	DELL OPTIPLEX MICRO VESA MOUNT PUBLIC	$60.10
213331	2/6/2017	1493306-71100286	06107	ACCIS	ACCIS MEMBERSHIP - JOSE	$75.00
213338	2/6/2017	32JKTXPB	10515	PLANET HOLLEYWOOD RESORT	LODGING PRIVACY OFFICIAL HIPAA CERTIFICATION	$156.38
213553	2/6/2017	582409	10092	WALTER E NELSON CO	FACILITY ITEMS FOR WTP	$219.21
213343	2/6/2017	88001202427	02342	SAFEWAY INC	SUPPLIES FOR MESSY ME AND BASKETBALL	$15.47
213831	2/6/2017	reg-strickland/rains	02081	WSU URBAN IPM & PEST SFTY ED	PESTICIDE SAFETY EDUCATION -	$240.00
213339	2/8/2017	0277987044352	08928	ALASKA AIRLINES	AIRFARE PRIVACY OFFICIAL TO HIPAA CERTIFICATION	$319.40
213934	2/8/2017	109-6642530-0707428	08811	AMAZON.COM	PATROL SUPPLIES; PHONE CASE	$40.87
213340	2/8/2017	1607697	00326	BELLAIR CHARTERS	AIRPORT SHUTTLE PRIVACY OFFICIAL HIPAA CERTIFICATION	$76.00
213816	2/8/2017	4399430	08811	AMAZON.COM	2.5 GALLON STORAGE BAGS	$51.81
213867	2/8/2017	452980	09999	PUBLIC SAFETY SOURCE	VEHICLE FACEPLATES FOR RADIOS	$876.90
213554	2/8/2017	582408	10092	WALTER E NELSON CO	ITEMS FOR USE @ WTP	$222.97
213336	2/9/2017	13270000	10135	FRY'S ELECTRONICS	MONITORS TO AUDIT SECURITY~	$1,196.61
213815	2/9/2017	3485861	08811	AMAZON.COM	N95 RESPIRATOR MASKS, VELCRO	$91.74

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213231	2/9/2017	387040704168446	00148	ANACORTES CHAMBER OF COMMERCE	CHAMBER LUNCH - STEVE H	$18.00
214075	2/9/2017	92029060	01061	CHEMTRADE CHEMICALS US LLC	ALUM SULFATE - BULK	$4,359.56
213332	2/9/2017	B06099954	10017	SHI INTERNATIONAL CORP.	COMPUTER AND PRINTER	$2,165.78
213935	2/10/2017	109-8504936-2158612	08811	AMAZON.COM	UNIFOR; CAPTAIN INSIGNIA; CAPT FULLER	$15.50
213526	2/10/2017	1148834	02681	SURETY PEST CONTROL	PEST CONTROL SERVICE CITY HALL	$47.09
213324	2/10/2017	934261819	08092	PHILIPS HEALTHCARE	AED PADS FOR WWTP & LIBRARY	$239.79
213323	2/12/2017	111-7598953-3829026	08811	AMAZON.COM	80LB WHITE BLANK BUSINESS CARDS	$43.90
213322	2/12/2017	111-8580457-4498664	08811	AMAZON.COM	80LB WHITE BLANK BUSINESS CARDS	$43.90
213524	2/13/2017	0201950-IN	02260	REISNER DISTRIBUTOR INC	SUPPLIES FOR FLEET SHOP	$2,065.62
213326	2/13/2017	111-2736966-7678647	08811	AMAZON.COM	RIVERA SHOWER SEAT WA PARK	$138.89
213327	2/13/2017	111-3976352-9230607	08811	AMAZON.COM	DRAFTING STOOL - KERI - FINANCE	$131.05
213325	2/13/2017	111-4142876-5589821	08811	AMAZON.COM	RIVERA SHOWER SEAT WA PARK	$267.79
213337	2/13/2017	1300150233	08590	NEWEGG BUSINESS INC	AFD LAPTOP RAM	$84.99
213640	2/13/2017	1502	06528	ECCOS DESIGN, LLC	DOWNTOWN SIDEWALKS CAD FILE & PRELIMINARY DESIGN	$2,759.00
213333	2/13/2017	1806336	10523	DISCOUNTRAMPS.COM	OUTBOARD MOTOR CARRIER CART	$134.99
213929	2/13/2017	200003304	10096	NATIONAL ANIMAL CARE & CONTROL	ANIMAL CONTROL CONFERENCE; CSO NYBO	$525.00
213817	2/13/2017	5658641	08811	AMAZON.COM	SHOWER CURTIAN - 29-3	$53.30
213212	2/14/2017	1115240	02137	POLYDYNE INC	CLARIFLOC POLYMER	$1,132.74
213487	2/15/2017	111-1241913-4978639	08811	AMAZON.COM	POS CREDIT CARD RECEIPT PAPER - PARKS	$7.85
213669	2/15/2017	1115020	02137	POLYDYNE INC	CLARIFLOC POLYMER	$1,132.74
213494	2/15/2017	2017-298	04259	PAGE, WOLFBERG & WIRTH, LLC	PRIVACY OFFICIAL HIPAA CERTIFICATION	$1,050.00
213555	2/15/2017	583370	10092	WALTER E NELSON CO	CONCENTRATED CAR WASH SOAP	$52.28
213488	2/15/2017	967vwr3kdfb1h856yno	08811	AMAZON.COM	AMAZONPRIME MEMBERSHIP FOR CITY	$107.42
213491	2/15/2017	B06126561	10017	SHI INTERNATIONAL CORP.	INVENTORY - 120GB HARDWARE DRIVE	$576.24
213774	2/15/2017	Fee	01362	ISLAND FAMILY PHYSICIANS	PRE-EMPLOYMENT PHYSICAL; DILLS	$269.00
213495	2/15/2017	LAS1058767	10521	LASXPRESS	AIRPORT SHUTTLE TO SITE PRIVACY OFFICIAL HIPAA CERTIFICATION	$26.00
213436	2/15/2017	W1508/56	10016	INTERSTATE PLASTICS	HEAVY DUTY PLASTIC SHEET - WA PARK DOCK	$204.32
214070	2/16/2017	002299	08501	COASTAL FARM &	FILTERS	$146.44
213355	2/16/2017	0168170-IN	06422	NURNBERG SCIENTIFIC	THERMO ORION STORAGE SOLUTION	$75.41
213492	2/16/2017	1300160317	08590	NEWEGG BUSINESS INC	PARKS CREDIT CARD READER	$52.99

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212356	2/16/2017	135273	09542	SETINA MFG CO, INC	POLICE PARTITIONS - VENDOR IS ON STATE	$6,126.70
213987	2/16/2017	17275225	03116	W S DARLEY & CO	4 GATED WYES	$1,549.38
213632	2/16/2017	715087	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES RESTOCK	$69.53
213758	2/16/2017	9435015445	07570	CEMEX	SWEEPER DEBRIS HAULED TO CEMEX TICKET	$715.55
213759	2/16/2017	9435015448	07570	CEMEX	STREET SWEEPER DEBRIS HAULE TO CEMEX,	$759.16
213818	2/16/2017	Ebay	08912	EBAY OR PAYPAL	SURFACE PRO STYLUS	$45.00
213923	2/17/2017	007012944	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM SHIRTS; CAPT FULLER	$118.30
213926	2/17/2017	007012979	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM CREASES; CAPT FULLER	$13.56
213560	2/17/2017	1151053	02681	SURETY PEST CONTROL	FIDALGO CENTER ROOF CLEANING	$86.80
213489	2/17/2017	116-0868366-8712255	08811	AMAZON.COM	WATER MAINT CAR CHARGERS FOR LAPTOPS	$52.47
213497	2/17/2017	21001202391	02342	SAFEWAY INC	MESSY ME & BASKETBALL	$35.38
213760	2/17/2017	9435022369	07570	CEMEX	SWEEPER DEBRIS HAULED TO CEMEX, TICKET	$616.61
213762	2/17/2017	9435022370	07570	CEMEX	SWEEPER DEBRIS HAULED TO CEMES, TICKET	$663.01
213763	2/17/2017	9435022371	07570	CEMEX	SWEEPER DEBRIS HAULED TO CEMEX, TICKET	$499.77
213764	2/17/2017	9435022372	07570	CEMEX	SWEEPER DEBRIS HAULED TO CEMEX, TICKET	$588.66
213519	2/17/2017	A1199614	02405	SEBO'S DO-IT CENTER	FACILITY ITEMS	$9.31
213297	2/17/2017	HT997104	10514	FINE FAMILY, LLC	2017 OLYMPIC 20' TILT TRAILER, MODEL	$10,965.18
213496	2/17/2017	u62886/1	00021	ACE HARDWARE	MESSY ME SUPPLIES	$22.93
213490	2/18/2017	dog treats	04308	COSTCO WHOLESALE CORPORATION	DOG TREATS FOR DOG LICENSEES	$13.55
214003	2/19/2017	1200036718	05880	HDR ENGINEERING, INC	BLUE HERON 3MG RESERVOIR DESIGN 1/1/2017-2/4/2017	$32,141.58
213960	2/20/2017	1218	09794	ACME CREATIVE	CHANGE PLATFORM FOR ACE WEB PAGE SO I	$1,485.00
213724	2/20/2017	23117294	07351	PARTS MASTER	EXTENDED LIFE CUTOFF WHEEL	$155.79
213756	2/20/2017	487891	00391	BRABER EQUIPMENT	ROTARY TORO BLADES #706	$373.59
213845	2/20/2017	8469771	01050	GAYLORD BROTHERS INC	CURATORIAL SUPPLIES	$273.01
213857	2/20/2017	97363738	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - JUVENILE	$408.35
213388	2/20/2017	S5932726.001	10433	CODALE ELECTRIC SUPPLY, INC.	NON-TRAFFIC VALVE VAULTS FOR FIBER PROJECT	$13,790.12
212359	2/21/2017	10116	10467	ANGEL ARMOR, LLC	TAHOE DRIVER'S DOOR BALLISTIC PANELS	$3,041.99
214059	2/21/2017	102-0718672-7235408	08811	AMAZON.COM	CYRO-TEK 100	$68.79
213912	2/21/2017	1095450357	02193	FERRELLGAS	PROPANE FOR AUTOGAS DISPENSER	$1,715.26
213862	2/21/2017	1148835	02681	SURETY PEST CONTROL	PEST CONTROL	$66.19
213591	2/21/2017	1148853	02681	SURETY PEST CONTROL	FIDALGO CENTER PEST CONTROL	$92.23
213493	2/21/2017	1567977484576410	10522	NORTHWEST INTERSCHOLASTIC	H.S. SAILING AND TEAM REGISTRATION FEE	$160.00

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213575	2/21/2017	20419920940	02823	US SAILING ASSN	U.S. SAILING ASSOC. DUES	$195.00
213820	2/21/2017	3304343	08912	EBAY OR PAYPAL	ADHESIVE LABELS FOR SCBA BOTTLES	$123.35
213725	2/21/2017	6726	00427	BUD CLARY CHEVROLET, INC.	2017 CHEVY SILVERADO VEH#174	$31,509.89
213730	2/21/2017	6727	00427	BUD CLARY CHEVROLET, INC.	2017 CHEVY COLORADO	$32,653.53
214069	2/21/2017	688164	00496	CASCADE COLUMBIA DISTRIBUTION	SODIUM FLUORIDE - 50# BAG	$1,580.00
213642	2/21/2017	771	00645	CONSTRUCTION UNLIMITED INC	EMERGENCY SEWER REPAIR BLOCK 48	$7,595.00
213525	2/21/2017	A1200678	02405	SEBO'S DO-IT CENTER	FACILITY ITEMS	$21.58
213846	2/21/2017	H73081	01253	HOLLINGER METAL EDGE INC	CURATORIAL SUPPLIES	$168.15
213821	2/21/2017	Harbor Freight	09510	SHEPHERD, DOUG	REIMBURSEMENT FOR HAMMER, PINCH PT BARS	$67.36
213884	2/21/2017	S5932726.002	10433	CODALE ELECTRIC SUPPLY, INC.	NON-TRAFFIC VALVE VAULT FOR FIBER PROJECT	$347.43
213796	2/22/2017	001-361514	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #100	$67.23
214045	2/22/2017	0040478-IN	02753	TMG SERVICES, INC	ASSEMBLY HEATER, SOCKET/CORD	$315.41
213611	2/22/2017	02222017	10524	STALION PRODUCTS	BELT CLIP HOLSTER & SHELL CASE FOR SAMSUNG GALAXY PHONE	$42.45
212575	2/22/2017	0539443	00932	FERGUSON ENTERPRISES, INC	MXU'S REPLACEMENTS - 13 YR WARRANTY -	$2,890.26
213610	2/22/2017	116-0708083-9056235	08811	AMAZON.COM	KYOCERA TK142 TONER - CAROL	$59.03
213769	2/22/2017	21172	00841	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING	$276.40
213754	2/22/2017	38376	08557	ADGRAPHIX	POLICE GRAPHIC PACAKGES FOR WHITE	$536.50
212854	2/22/2017	51050/2	06246	H.B. JAEGER	PLUMBING PARTS FOR WATERLINE REPLACEMENT PROJECT	$956.96
213638	2/22/2017	51051/2	06246	H.B. JAEGER	5' METAL T-POSTS, BARRIER FENCING FOR FIBER PROJECT	$119.24
213644	2/22/2017	51052/2	06246	H.B. JAEGER	PERF PIPE, ELBOWS FOR STORM WATER 2017 UPGRADES & IMPROVEMENTS	$299.94
213522	2/22/2017	64630185	02959	WASH PUBLIC TREASURER'S ASSN	MEMBERSHIP - STEVE H. WA PUBLIC TREASURERS ASSOC	$40.00
213727	2/22/2017	6730	00427	BUD CLARY CHEVROLET, INC.	2017 CHEVY SILVERADO 1500 VEH #175	$31,509.89
213839	2/22/2017	8121806943	09706	SHRED-IT USA, LLC	OLD RECORDS DESTROYED	$42.35
213803	2/22/2017	8121810435	09706	SHRED-IT USA, LLC	CONTAINER SHREDDING - CITY HALL	$36.30
213621	2/22/2017	92038920	01061	CHEMTRADE CHEMICALS US LLC	ALUM	$4,723.56
213876	2/22/2017	94617326	10090	ARROW INTERNATIONAL INC.	2 BOXES EZ-IO NEEDLES (25 MM & 45MM)	$1,114.05
213612	2/22/2017	99784790	10024	WFOA, WA FINANCE OFFICERS ASSOC	FEDERAL GRANTS TRAINING - HUNT	$125.00
214040	2/22/2017	WAMO139065	00939	FASTENAL CO	SAFETY SUPPLIES	$88.21
213794	2/23/2017	001-361654	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #507	$43.37
213928	2/23/2017	007047843	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM FOR ACADEMY; NEW HIRE DILLS	$134.75
214032	2/23/2017	10335180	01165	HACH COMPANY	PROCESS ANALYZERS	$2,304.84
214012	2/23/2017	114-5024110	04834	UNITED SITE SERVICES, INC	EXTRA SERVICE @ EDWARDS WAY TOILET	$73.39

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214066	2/23/2017	114-5024970	04834	UNITED SITE SERVICES, INC	PORTA POTTY RENTAL AT INTAKE	$92.24
213858	2/23/2017	1717229-01	09846	PERMA-BOUND	BOOK (1)	$20.44
213588	2/23/2017	1723	07758	DISCOUNT FLAG AND PENNANTS	PENNANT FLAGS	$168.00
213787	2/23/2017	39930	07863	HERRERA ENVIRONMENTAL	HEART LAKE WATER QUALITY STUDY	$2,221.74
213957	2/23/2017	741613	10294	PACIFIC LAMP & SUPPLY COMPANY	BALLAST IOPA-2P32-N	$249.33
213900	2/23/2017	786462	01588	LIFE ASSIST, INC	BLOOD PRESSURE UNITS	$128.25
213630	2/23/2017	A1201319	02405	SEBO'S DO-IT CENTER	2 18 GAL. TOTES - ACFL	$13.00
213589	2/23/2017	A1201354	02405	SEBO'S DO-IT CENTER	ITEMS FOR USE @ CITY HALL	$92.10
214064	2/23/2017	B00OY4H6QE	08811	AMAZON.COM	TROND HALO LED DESK LAMPS	$65.08
213750	2/23/2017	oji 15ee 001 19e	08879	PARTY CITY	DADDY DAUGHTER DANCE SUPPLIES	$84.08
213805	2/24/2017	001-361807	02109	PISTON SERVICE OF ANACORTES	BATTERY FOR VEH #815	$43.35
213869	2/24/2017	0290679-IN	06303	SIRCHIE FINGER PRINT LAB	PATROL SUPPLIES; EVIDENCE TAPE	$141.50
213749	2/24/2017	1300172477	08590	NEWEGG BUSINESS INC	TV MOUNT MUNICIPAL COURT'S BENCH	$204.99
213875	2/24/2017	17-287	04253	LIFE TEK INC	ACLS/BLS PROVIDER COURSE FOR 5 STAFF	$861.00
213966	2/24/2017	17276110	03116	W S DARLEY & CO	NEW YORK HOOD - CHISEL END	$101.99
214024	2/24/2017	2/27/17	02896	VISA	GUEMES FERRY (COMMAND UNIT OVER FOR	$10.00
214065	2/24/2017	27979142	01616	LOWE'S BUSINESS ACCOUNT/GEMB	COLD WELD SUPPLIES	$5.86
213868	2/24/2017	4122	06056	NWRC	NW LEARN 2017 MEMBERSHIP; CHIEF BOWERS	$400.00
213800	2/24/2017	41600219599	02909	LES SCHWAB TIRE CENTERS	SERVICE TO VEH #413	$123.97
213634	2/24/2017	716152	00306	BAYSHORE OFFICE PRODUCTS INC	SMALL BINDER CLIPS	$0.76
213901	2/24/2017	JA 9670	02941	WASH ST DEPT OF TRANSPORTATION	FEE FOR JA ACCOUNT APPLICATION - FIBER PROJECT	$150.00
213792	2/25/2017	909765/1	00021	ACE HARDWARE	CLEANING SUPPLIES - DEPOT	$23.95
213627	2/27/2017	00282355	07378	MUNICIPAL CODE CORPORATION	MUNI CODEL ON-LINE UPDATE TO ORD. 3000	$816.00
213890	2/27/2017	0539436	00932	FERGUSON ENTERPRISES, INC	MXU - 11 YEAR PRORATION WARRANY, SOLE	$3,226.36
213889	2/27/2017	0539438	00932	FERGUSON ENTERPRISES, INC	MXU'S 14-YR PRORATION WARRANTY, SOLE	$3,266.69
213883	2/27/2017	0539441	00932	FERGUSON ENTERPRISES, INC	MXU'S 14 YR PRORATION WARRANTY, SOLE	$3,266.69
213881	2/27/2017	0539442	00932	FERGUSON ENTERPRISES, INC	MXU'S 14-YEAR PRORATION WARRANTY - SOLE	$3,266.69
213646	2/27/2017	2016-1101	10301	GONZALES LANDSCAPING &	LANDSCAPE MAINTENANCE - FEBRUARY 2017	$5,425.00
213767	2/27/2017	2252017	00180	ANACORTES TOWING LLC	TOWING; APD CASE #17-A01285	$162.75
214076	2/27/2017	281610	00767	DEPT OF LABOR & INDUSTRIES	BOILER & HOT WATER TANKS INSPECTIONS &	$290.50
213828	2/27/2017	51148/2	06246	H.B. JAEGER	8" CONCLPL FERNCO	$146.34
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
213886	2/27/2017	A1202441	02405	SEBO'S DO-IT CENTER	PARTS FOR FIBER PROJECT	$46.50
213761	2/27/2017	B357994	02405	SEBO'S DO-IT CENTER	MOSS CONTROL, PAINT, RAKE, TAPE RULE	$97.78

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213639	2/27/2017	Tiffany Matson	01816	MUNICIPAL RESEARCH &	CLASS REGISTRATION - PURCHASING & CONTRACTING WORKSHOP	$90.00
214063	2/28/2017	001-362006	02109	PISTON SERVICE OF ANACORTES	FILTER FOR SLUDGE SCRAPER	$10.16
213927	2/28/2017	007076307	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM SHIRT; NEW HIRE T DILLS	$34.49
213675	2/28/2017	016884	09169	LOU'S GLOVES, INC	NITRILE GLOVES, LARGE AND SMALL	$231.00
213892	2/28/2017	0540519	00932	FERGUSON ENTERPRISES, INC	MXU 13 YEAR PRORATION WARRANTY - SOLE	$3,253.23
213802	2/28/2017	101	06629	BOYS & GIRLS CLUBS	FEB - LUNCH PROGRAM SERVICE PROVISION	$700.00
213753	2/28/2017	1095551100	02193	FERRELLGAS	FILL PROPANE TANK AT OPERATIONS	$207.78
213793	2/28/2017	113891	08654	FIDALGO AUTO PARTS - NAPA	PARTS FOR VEH #204A	$39.55
214005	2/28/2017	114-5046822	04834	UNITED SITE SERVICES, INC	Portable toilet rental - Thompson Trail	$175.00
214006	2/28/2017	114-5046823	04834	UNITED SITE SERVICES, INC	Portable toilet rental - Cemetery	$106.09
214007	2/28/2017	114-5046824	04834	UNITED SITE SERVICES, INC	Portable toilet rental - WA Pk Loop #1	$71.84
214008	2/28/2017	114-5046825	04834	UNITED SITE SERVICES, INC	Portable toilet rental - Ace of Hearts	$95.79
214009	2/28/2017	114-5046861	04834	UNITED SITE SERVICES, INC	Portable toilet rental - WA Pk - Loop 2	$93.00
214010	2/28/2017	114-5046889	04834	UNITED SITE SERVICES, INC	Portable toilet rental - Storvik	$209.99
214011	2/28/2017	114-5046892	04834	UNITED SITE SERVICES, INC	Portable toilet rental - Edwards Way	$105.56
214071	2/28/2017	1160817	00999	FOSTER PEPPER PLLC	WTP MATTER NO. 96 (DEMO/ENVIORMENTAL)	$26,163.21
214073	2/28/2017	1160832	00999	FOSTER PEPPER PLLC	WATER TELEMETRY SYSTEM MATTER NO. 100	$6,162.50
214072	2/28/2017	1160834	00999	FOSTER PEPPER PLLC	WATER RIGHTS JURISDICTION ISSUES NO. 101	$6,164.50
214074	2/28/2017	1160837	00999	FOSTER PEPPER PLLC	WTP 2017 - MATTER NO. 102	$1,660.00
213810	2/28/2017	1330595-70144563	10024	WFOA, WA FINANCE OFFICERS ASSOC	MEMBERSHIP RENEWAL - STEFFEN/MILES	$100.00
213757	2/28/2017	153917-5	00355	BIRCH EQUIPMENT CO., INC	LIFT RENTAL	$97.65
213910	2/28/2017	16954	09434	TRANSPORTATION SOLUTIONS INC	32ND & D ROUNDABOUT INTERSECTION IMPROVEMENT DESIGN 2/1/17-2/28/17	$5,366.35
213811	2/28/2017	1946859-99963339	10024	WFOA, WA FINANCE OFFICERS ASSOC	TRAINING STEFFEN/MILES FED GRANT REQUIREMENTS	$250.00
213967	2/28/2017	2017-28-2	00424	BUBBA SUDZ CAR WASH, INC.	FEBRUARY CAR WASHES- 3	$24.00
213768	2/28/2017	24460	00156	ANACORTES PRINTING	PRINTING; ANIMAL IMPOUND FORMS AND OT SLIPS	$227.85
213771	2/28/2017	2454832	02342	SAFEWAY INC	RETIREMENT PARTY CAKE; HOFLAND	$31.99
213918	2/28/2017	27127	07996	REICHHARDT & EBE ENGINEERING	SHIP HARBOR & SR20 INTERSECTION- 1/23/17-2/17/17	$27,060.59
213797	2/28/2017	29148889-001	10504	HERC EXCHANGE, LLC	PART FOR VEH #13922	$41.64
212882	2/28/2017	360-293-0327-0122885	07909	FRONTIER COMMUNICATIONS	CITY MAIN PHONE 1/28-2/27/17	$1,786.60
213865	2/28/2017	360-293-4224-1011005	07909	FRONTIER COMMUNICATIONS	MUNICIPAL COURT FAX 2/28/17-3/27/17	$250.82
214014	2/28/2017	360-299-2484-0726025	07909	FRONTIER COMMUNICATIONS	LIBRARY PHONE ALARM LINE	$51.90

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213992	2/28/2017	360-299-6615-061516-	07909	FRONTIER COMMUNICATIONS	APD 911 LINE	$77.07
213991	2/28/2017	360-588-1422-0822015	07909	FRONTIER COMMUNICATIONS	APD BUSINESS LINE	$285.58
213956	2/28/2017	3602930161	07909	FRONTIER COMMUNICATIONS	STA 2 FAX: 2/28 - 3/27	$65.58
213961	2/28/2017	3602936955	07909	FRONTIER COMMUNICATIONS	GUEST INTERNET LINE: 2/28 - 3/27	$66.77
213965	2/28/2017	3602939063	07909	FRONTIER COMMUNICATIONS	STA 3 PHONE/FAX: 2/2/ - 3/27	$69.57
214026	2/28/2017	386000156	08528	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES	$101.00
214033	2/28/2017	5766	01986	ORCA INFORMATION, INC	EMPLOYMENT BACKGROUND INVESTIGATIONS	$435.00
213775	2/28/2017	716476	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES - WA PARK	$26.14
213878	2/28/2017	773	00645	CONSTRUCTION UNLIMITED INC	STORM DRAINAGE FIX - BLOCK 6 OF THE PLEASANT SLOPE ADDITION	$7,232.87
213893	2/28/2017	781124	08101	PUBLIC SURPLUS	PUBLIC SURPLUS AUCTION FEES FEBRUARY	$2,918.55
213788	2/28/2017	792107905	06718	ARAMARK	WTP LAUNDRY SERVICE	$87.09
213755	2/28/2017	909923/1	00021	ACE HARDWARE	FACILITY TOOLS	$54.69
213804	2/28/2017	CL58301	02260	REISNER DISTRIBUTOR INC	VEHICLE FUEL FEBRUARY	$14,638.32
213919	2/28/2017	ER 127868	00524	CENTRAL WELDING SUPPLY CO, INC	LINCOLN RANGER 305G, WELDING LEAD FOR FIBER PROJECT	$520.80
214043	2/28/2017	L521962	02123	PLATT ELECTRIC SUPPLY INC	REPLACEMENT BULBS	$72.98
214022	2/28/2017	LL.MEADD	01364	ISLAND HOSPITAL	LIFELINE SERVICE FEE DAVID MEAD, LEOFF1 RETIREE	$64.95
213843	3/1/2017	088321687	03123	XEROX CORPORATION	XEROX COLOR CUBE PRINTER USAGE 1/21-2/21	$202.77
213981	3/1/2017	001-362175	02109	PISTON SERVICE OF ANACORTES	GAS MIXER	$21.03
213913	3/1/2017	0188-479682	03816	CONSOLIDATED ELECTRICAL	TYPE T COND FTG FOR WATER DEPT.	$66.55
213872	3/1/2017	0543063	00932	FERGUSON ENTERPRISES, INC	2 1/2 UTIL GAUGE BRASS	$110.67
213904	3/1/2017	1032515	02519	SKAGIT PUBLISHING LLC	PUBLISH AA-1585598 SVH-1587292	$274.88
214000	3/1/2017	10387	10273	SKILLINGS CONNOLLY, INC	WWTP OUTFALL REPAIR DESIGN 1/26/17-2/25/17	$340.37
213773	3/1/2017	12202016	06696	ASCAP	2017 MUSIC LICENSE	$341.00
213887	3/1/2017	1990053878	06718	ARAMARK	STA 3 MAT SERVICE: 3/1	$21.70
213859	3/1/2017	200000667101	02192	PUGET SOUND ENERGY	ELECTRICITY - LIBRARY	$2,589.66
214054	3/1/2017	200012505505	02192	PUGET SOUND ENERGY	WTP ELECTRICITY	$63,574.22
213866	3/1/2017	215431	00155	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER	$275.90
214056	3/1/2017	248 984 6277 5	00494	CASCADE NATURAL GAS CORP.	WTP CASCADE GAS 1/28-2/28/17	$4,519.22
213861	3/1/2017	3003081968	03957	THYSSENKRUPP ELEVATOR CORP	MAINTENANCE - ELEVATOR	$598.85
214029	3/1/2017	5047329643	01351	RICOH USA, INC	COURT S/N C86111493 COPY MACHINE RENTAL	$86.84
214042	3/1/2017	5047329820	01351	RICOH USA, INC	S/N C86079893 LIBRARY PUBLIC 12/1/16-2/28/17	$108.76
214031	3/1/2017	5047330080	01351	RICOH USA, INC	CARNEGIE S/N C86150637 12/1/16-2/28/17	$111.27

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214037	3/1/2017	5047330242	01351	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE	$32.93
214039	3/1/2017	5047330266	01351	RICOH USA, INC	S/N C86138600 APD HALLWAY PRINTER	$38.27
214041	3/1/2017	5047330494	01351	RICOH USA, INC	S/N C86152062 HR 02/01-02/28/17	$13.41
213779	3/1/2017	530	02141	PORT OF ANACORTES	DOCK RENTAL QD-13 QD-23 & QD-27	$104.88
213827	3/1/2017	6768	00427	BUD CLARY CHEVROLET, INC.	2017 CHEVY SILVERADO - VEHICLE #176	$37,717.64
213840	3/1/2017	68603	00003	A-1 MOBILE LOCK AND KEY, INC.	HOLDING CELL LOCK	$113.93
213888	3/1/2017	716704	00306	BAYSHORE OFFICE PRODUCTS INC	LEGAL DEPARTMENT DATE STAMP	$78.66
213906	3/1/2017	716835	05284	GUARDIAN SECURITY SYSTEMS INC	2ND QTR ALARM MONITORING - 29-1	$165.00
214035	3/1/2017	716837	05284	GUARDIAN SECURITY SYSTEMS INC	SECURITY WTP	$165.00
213870	3/1/2017	716838	05284	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING; PUBLIC SAFETY BLDG 4/1-6/30	$165.00
214034	3/1/2017	716839	05284	GUARDIAN SECURITY SYSTEMS INC	SECURITY MHC	$165.00
213850	3/1/2017	716840	05284	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING FOR FIDALGO CENTER	$165.00
214017	3/1/2017	716841	05284	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING	$165.00
214036	3/1/2017	716842	05284	GUARDIAN SECURITY SYSTEMS INC	SECURITY - CARNEGIE	$165.00
214057	3/1/2017	716843	05284	GUARDIAN SECURITY SYSTEMS INC	WTP - 3 MONTH 4/1-6/30/2017	$96.00
213826	3/1/2017	717132	05284	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING FOR CITY HALL	$165.00
213791	3/1/2017	808865	08818	REECE, STORMIE	CLEANING DEPOT - FEBRUARY	$484.00
213786	3/1/2017	8292	02141	PORT OF ANACORTES	MOORAGE - QUARTERLY - SPACE QD-01A	$66.60
213780	3/1/2017	983	02141	PORT OF ANACORTES	DOCK RENTAL - QD-19	$32.96
213781	3/1/2017	984	02141	PORT OF ANACORTES	DOCK RENTAL - QD24	$32.96
213782	3/1/2017	985	02141	PORT OF ANACORTES	DOCK RENTAL - QD-21	$32.96
213783	3/1/2017	986	02141	PORT OF ANACORTES	DOCK RENTAL - QD-22	$32.96
213784	3/1/2017	987	02141	PORT OF ANACORTES	DOCK RENTAL	$32.96
213785	3/1/2017	989	02141	PORT OF ANACORTES	Doc rental - QD-25	$32.96
214015	3/1/2017	GB00100301	02776	TRANSAMERICA LIFE INS CO	MARCH LEOFF LONG-TERM CARE INSURANCE	$354.90
213909	3/1/2017	IS-0282	01807	MOUNT VERNON, CITY OF	ENCRYPTION SOFTWARE APD & AFD	$7,569.98
213772	3/1/2017	REG # 1014	10525	OFFICE OF FINANCIAL MANAGEMENT	TRAINING/SOPB CONFERENCE; SEX OFNDR MNGT - WOLFSWINKEL	$50.00
213982	3/1/2017	waana89351	00939	FASTENAL CO	FASTENERS	$5.51
213852	3/2/2017	001-362231	02109	PISTON SERVICE OF ANACORTES	ANCO TRANSFORM FOR #170	$28.69
213915	3/2/2017	001-362238	02109	PISTON SERVICE OF ANACORTES	HOSE, FITTINGS, HEAT SHIELD FOR #219	$325.74
213885	3/2/2017	0182893	00950	FIDALGO BAY COFFEE INC	10 LBS. COFFEE - 3/2	$93.00

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213959	3/2/2017	0188-479704	03816	CONSOLIDATED ELECTRICAL	LED LINEAR LAMPS FOR WATER DEPT. NEW	$211.58
213841	3/2/2017	0188-479748	03816	CONSOLIDATED ELECTRICAL	OUTSIDE LAMP LIGHT REPLACEMENT	$14.03
213983	3/2/2017	100-21622524	09260	GOTPRINT.COM	ART DASH POSTCARDS	$66.62
213799	3/2/2017	16-094-IDS-001	05284	GUARDIAN SECURITY SYSTEMS INC	RETAINAGE RELEASE	$2,990.50
213894	3/2/2017	1990055938	06718	ARAMARK	STA 2 MAT SERVICE: 3/2	$21.70
213895	3/2/2017	1990055939	06718	ARAMARK	STA 1 MAT SERVICE: 3/2	$20.00
213844	3/2/2017	1990055944	06718	ARAMARK	NYLON MATS CLEANED	$16.28
213833	3/2/2017	1990055949	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	$66.81
213819	3/2/2017	1990055950	06718	ARAMARK	NYLON MAT CLEANING	$23.07
213860	3/2/2017	200000667218	02192	PUGET SOUND ENERGY	ELECTRICITY - LIBRARY 10TH & M STREET LIGHT	$83.69
214023	3/2/2017	20590	08586	CLAMDIGGER	POSITION ADS, ENGINEERING TECH 1 & PARKS MAINTENANCE	$14.00
213896	3/2/2017	300000006951	02192	PUGET SOUND ENERGY	STREET LIGHTS	$18,748.15
213914	3/2/2017	7586	07474	MACLEOD RECKORD PLLC	GUEMES TRAIL DESIGN - PHASE 6: 2/1/17-2/28/17	$17,854.06
213823	3/2/2017	9195 - chamber	00148	ANACORTES CHAMBER OF COMMERCE	STATE OF THE CITY CHAMBER LUNCHEON	$15.00
213980	3/2/2017	A00230/1	00021	ACE HARDWARE	PRUNER, SPADE - BALLFIELDS	$44.81
213979	3/2/2017	A1203300	10346	IMPORTED P CARD TRANSACTION	VALVE BOX COVERS	$30.34
213855	3/2/2017	A1203404	02405	SEBO'S DO-IT CENTER	FASTENERS FOR SHOP	$12.44
213917	3/2/2017	B358168	02405	SEBO'S DO-IT CENTER	3PC SOCKET ADAPTER SET, NUT DRIVER,	$26.57
213903	3/2/2017	B358181	02405	SEBO'S DO-IT CENTER	SAW BLADE	$18.74
213856	3/2/2017	E30415	02405	SEBO'S DO-IT CENTER	AIR FILTER, V BELT FOR #11-913A, 11-948	$17.14
213824	3/2/2017	Feb Visa legal	00148	ANACORTES CHAMBER OF COMMERCE	ANACORTES CHAMBER OF COMMERCE STATE OF THE CITY PRESENTATION	$15.00
213925	3/2/2017	JOS73988	02010	OVERHEAD DOOR CO	REPAIR BAY DOOR & REPLACE REMOTE - 29-1	$313.57
213825	3/2/2017	Spring Conference	02976	WA ST ASSN OF MUNICIPAL ATTYS	WSAMA 17 SPRING CONFERENCE IN APRIL	$295.00
213978	3/2/2017	xxxxx1	10346	IMPORTED P CARD TRANSACTION	Inf:BOOK STORES-AMAZON.COM	$11.56
213854	3/3/2017	001-362347	02109	PISTON SERVICE OF ANACORTES	ALUMINUM STRIP FOR #609	$16.18
213920	3/3/2017	001-362410	02109	PISTON SERVICE OF ANACORTES	SPRAY UNDERCOAT FOR FIBER PROJECT	$96.59
213830	3/3/2017	0168339-IN	06422	NURNBERG SCIENTIFIC	WASH BOTTLES	$134.07
213836	3/3/2017	0182894	00950	FIDALGO BAY COFFEE INC	10 LB DAYBREAK COFFEE 3RD FLOOR BREAKROOM	$100.91
213864	3/3/2017	050113-5	07909	FRONTIER COMMUNICATIONS	DEPOT TELEPHONE- MARCH	$56.42
213947	3/3/2017	115-2672886-2442664	08811	AMAZON.COM	PORTABLE DVD REWRITER EXTERNAL DRIVE	$124.75
214004	3/3/2017	170208	04831	T-SHIRTS BY DESIGN	SUNSET LOOP RELAY T-SHIRTS	$425.32
213882	3/3/2017	1818148	09961	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	$69.33

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
214058	3/3/2017	200024889996	02192	PUGET SOUND ENERGY	INTAKE ELECTRICITY 2/1-3/2/17	$356.91
213950	3/3/2017	706200012509	04308	COSTCO WHOLESALE CORPORATION	SHOP LIGHTS - PARKS BAY @ MAINTENANCE SHOP	$162.68
214061	3/3/2017	890297-0	09557	KEENEY'S OFFICE SUPPLY, INC.	LABEL TAPE, BINDERS, INDEX TABS	$46.83
213847	3/3/2017	A1203638	02405	SEBO'S DO-IT CENTER	OFFICE SUPPLIES	$40.98
213838	3/3/2017	AWC Conf meals	08219	ANTHONY'S RESTAURANT	MEALS FOR MAYOR AND HR DIRECTOR	$66.59
213916	3/3/2017	B358286	02405	SEBO'S DO-IT CENTER	1/4" BALL VALVE, BATTERIES FOR #203	$24.45
213835	3/3/2017	bld-2016-1310	09481	ANACORTES FAMILY CENTER	REFUND WATER METER. ALREADY EXISTS	$5,105.05
213951	3/3/2017	E74243/s	10346	IMPORTED P CARD TRANSACTION	TURFACE	$311.67
213848	3/3/2017	EF17/8	00843	EDASC	EDASC FORECAST DINNER - 5 EMPLOYEES	$500.00
213837	3/3/2017	February train/trave	08989	ARCO 83305	MAYOR'S FEBRUARY TRAINING AND TRAVEL	$32.23
213842	3/3/2017	Fiber Tour	02896	VISA	MAYOR/FRED TOUR NOANET AND WHITMAN, PULLMAN AREA	$336.44
213877	3/3/2017	MV159918	01801	MOTOR TRUCKS INC	HAND BRAKE VALVE #608	$434.31
213879	3/3/2017	MV159925	01801	MOTOR TRUCKS INC	CABIN AIR FILTERS #203	$77.70
213871	3/3/2017	PNWPDDA	10527	PNWPDDA	ANNUAL CONFERENCE; PACIFIC NW POLICE DETECTION DOG ASSOC; K9 OFC RAY	$445.00
213863	3/3/2017	Subscription	02925	WASHINGTON TRAILS ASSOCIATION	SUBSCRIPTION FOR WASHINGTON TRAILS PERIODICAL	$50.00
213952	3/3/2017	xxxxx6	10346	IMPORTED P CARD TRANSACTION	Inf:HARDWARE STORES-HARBOR FREIGHT TOOLS 339	$206.31
213949	3/3/2017	xxxxx7	10346	IMPORTED P CARD TRANSACTION	Inf:HARDWARE STORES-SEBOS HENERY HARDW	$9.62
213891	3/4/2017	000099E018097	02817	UNITED PARCEL SERVICE	SHIPMENT TO RAINIER	$137.48
213948	3/4/2017	115-1324803-2717859	08811	AMAZON.COM	DECIBEL METER - BLDG DEPT	$23.90
213970	3/6/2017	0183019	00950	FIDALGO BAY COFFEE INC	COFFEE 2ND FLOOR C/H	$93.00
213921	3/6/2017	1990059977	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	$73.05
213989	3/6/2017	443	03902	SKAGIT COUNTY EMS COMMISSION	CPR CLASS; AUX PATROL MEMBERS	$40.00
213930	3/6/2017	715851	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	$17.66
213924	3/6/2017	717177	00306	BAYSHORE OFFICE PRODUCTS INC	LEDGER PAPER, TAPE DISPENSER	$10.61
213902	3/6/2017	82940	03065	WHITNEY EQUIPMENT CO INC	PORTABLE 2160 LASERFLOW SYSTEM	$20,867.81
213963	3/6/2017	A1204573	02405	SEBO'S DO-IT CENTER	PART FOR STREET DEPT	$12.77
213962	3/7/2017	03072017	10512	BERGMAN, CHRISTINE	CITY APPLIANCE REBATE PROGRAM -	$50.00
214013	3/7/2017	1171151	02450	SIGNATURE FORMS, INC	ENVELOPES FOR JURY MAILINGS	$148.55
214028	3/7/2017	238817	08765	A WORKSAFE SERVICE INC	CDL FOLLOW-UP TEST, 2/23/17	$35.00
214027	3/7/2017	655-4688683	06718	ARAMARK	WTP LAUNDRY SERVICE	$57.85

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
214030	3/7/2017	717415	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	$13.01
213986	3/7/2017	A1204677	02896	VISA	ITEM FOR USE @ HEART OF ANACORTES	$13.01
214044	3/7/2017	Part 2 of Contract	05254	STRYKER SALES CORPORATION	CONTRACT TO 3/8/2018 (2ND PART OF	$3,477.00
214068	3/8/2017	705200152280	10446	WALMART	SAFETY SHOWER TOWELS	$45.41
214055	3/8/2017	March	07723	SKAGIT LAW GROUP PLLC	PROSECUTING ATTORNEY SERVICES MARCH 2017	$6,000.00
213770	3/14/2017	551036	01765	MISTER T'S AWARDS &	RETIREMENT PLAQUE; HOFLAND	$78.12
214025	3/28/2017	10077379	10069	NAVIA BENEFIT SOLUTIONS	PARTICIPANT FEE, SECTION 125	$112.05

Total **$621,966.85**

City Council Agenda Bill

Meeting Date: 3/13/2017 **Agenda Item**: 5c

Subject: Blue Heron Circle Reservoir Project – Construction Management Services

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
	Public Hearing
	Staff Report

Summary Statement: The City is seeking City Council consent to award a contract to MWH Constructors, Inc. in the amount of $249,935.00 for the subject contract. Under this contract, the Consultant will provide construction management support of the Blue Heron Circle Reservoir Project.

Background: The City will construct two new finished water storage reservoirs to replace the existing 3.0 million gallon water storage reservoir located at Blue Heron Circle in Anacortes. The new reservoirs will have a combined storage capacity of 3 million gallons and will operate similar to the existing 3 MG reservoir at the site. The design and construction documents for the project were prepared by HDR Engineering, Inc. Construction management services will be provided by MWH Constructors, Inc.

Budget Impact	
Amount Budgeted	$5,224,000.00
Budget Account (BARS)	401.000.594.34.63
Proposed Expenditure	$249,935.00
Budget Amendment Required?	no
Revenue Source	Water Capital Fund

Proposed Contract	
Contractor	MWH Constructors, Inc.,
Amount	$249,935.00
Start Date	Inception
End Date	8/30/2018

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move City Council provide consent to award a contract to MWH Constructors, Inc. in the amount of $249,935.00 for the subject project.

Alternative Actions: N/A

Attachments (listed in order presented): Contract

CONTRACT 16-039-WTR-003
Between
THE CITY OF ANACORTES
AND
MWH CONSTRUCTORS, Inc.

BLUE HERON CIRCLE RESERVOIR PROJECT

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and MWH Constructors, Inc., hereinafter referred to as the "Consultant";

WHEREAS, the City requires engineering services of the Consultant;

NOW, THEREFORE, in consideration of mutual benefits accruing, it is agreed by and between the parties hereto as follows:

1. **Scope of Work**. Under this Agreement, the Consultant shall provide services for construction management support as described in Exhibit A which is hereby incorporated by reference and made a part hereof. Work shall be performed under the direction of Assistant Director of Public Works, Matt Reynolds, who may be reached at (360) 299-1951 or mattr@cityofanacortes.org.

2. **Price.** The services provided under this Agreement shall be reimbursed on a time-and-materials (T&M) basis not-to-exceed **Two Hundred Forty-Nine Thousand Nine Hundred Thirty-Five Dollars ($249,935.00).** The billable rates for services provided shall be in accordance with Article 4 Payment Terms.

3. **Period of Performance.** The period of performance under this Agreement is from inception through September 30, 2018. Inception is defined as the date the Agreement is fully-executed.

4. **Payment Terms**. Progress payments shall be based upon the rate information set forth below:

NAME	CLASSIFICATION	HOURLY RATE
P. Gruenhagen	Project Manager	$168.74
B. Barnes	Construction Manager	$159.30
M. Serra	Inspector	$134.39

Other direct costs shall be invoiced at actual costs with 10% markup at the proposed total cost of $8,633.00

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

Northwest Corrosion Engineering is hereby authorized to perform blue heron tanks coating and cathodic protection inspection services as described in Exhibit B which is hereby incorporated by reference and made a part hereof at the proposed costs of $34,733.00.

GeoTest Services Inc. is hereby authorized to perform construction special inspection, testing and environmental services as described in Exhibit B which is hereby incorporated by reference and made a part hereof at the proposed cost of $51,562.00

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

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

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

The Consultant shall give immediate written notice per Clause 27 Notices, of any action or suit filed and prompt notice of any claim made against the Consultant by any Sub-consultant or vendor that, in the opinion of the Consultant, may result in litigation related in any way to this contract, with respect to which the Consultant may be entitled to reimbursement from the City.

6. **Invoicing.** Each invoice shall include:

All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Title, Agreement Number and Price, or Amended Price. Invoices shall include actual hours worked by Period, by Labor Category.

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

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

7. **Ownership and Use of Documents**. All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

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

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

9. **General and Professional Liability Insurance**.

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

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

C. Minimum Scope of Insurance
Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance
Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

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

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

G. Verification of Coverage
Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

H. Notice of Cancellation
The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

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

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

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

11. **Inspection.** The Project Manager shall have power to reject instruments of services which fail to comply with the requirements of this Agreement, but in case of dispute the Consultant may appeal to the City's Public Works Director, whose decision shall be final. The Consultant shall comply with any and all orders and instructions given by the representative of the particular Department administering the Agreement in accordance with the terms of the Agreement. Nothing herein contained shall be taken to relieve the Consultant of his/her obligations or responsibilities under the Agreement. However, the Consultant shall be responsible for its own methods and conduct during the period of performance.

12. **Standard of Care**. The Consultant warrants that Professional Services provided under this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services. The City's remedy shall be the re-performance of the Service or an equitable adjustment in the monies paid for the Professional Services, at the City's discretion.

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

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

15. **The City's Right to Terminate Agreement.**

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

B. **Termination for Public Convenience**
The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work. An

equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

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

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

18. **Non-assignable**. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

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

20. **Disputes**

A. **General**

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

B. **Notice of Potential Claims**

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

C. **Detailed Claim**

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

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

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

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

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

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

The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

23. **Venue and Choice of Law.** In the event that any litigation should arise concerning the services under this Agreement, interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

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

25. **Survival of Contract Termination**. The articles relating to Indemnification, Data Rights, Proprietary Information, Governing Law, and Venue and Choice of Law shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

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

27. **Notices**. Notices to the City of Anacortes shall be sent to the following address:

City of Anacortes
Attention: Tiffany Matson
Contract Specialist
904 6th Street
PO BOX 547
Anacortes, WA 98221
matsont@cityofanacortes.org

Notices to the Consultant shall be sent to the following address:

MWH Constructors, Inc.
Patrick L. Gruenhagen
2353 130th Avenue NE, Suite 200
Bellevue, WA 98005
Patrick.Gruenhagen@mwhglobal.com

Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mails, with proper postage and properly addressed.

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

CITY OF ANACORTES	**MWH Constructors, Inc.**
By ______________________________	By ______________________________
Laurie Gere, Mayor	Title ______________________________
Date ______________________________	Date______________________________

MWH CONSTRUCTORS

Blue Heron Circle Reservoir Project

Scope of Services for Construction Management Support

Task 1 – Project Management

1.1 Maintain controls over budget and scope to see that scope is efficiently executed and delivered within budget. Maintain log of changes to scope and notify the City if budget is impacted by scope changes. Submit invoices each month identifying work undertaken, amount previously billed, current billing, and amount remaining. Invoices to include detail of all employees working on the project each month with dates and hours worked broken out by task, including a narrative summary of work performed.

1.2 Establish subconsultant agreements and manage subconsultants' work. Coordinate subconsultants' work on site to meet the project schedule.

Task 2 – Pre-Construction Phase Services

2.1 Perform review of the 90% and 100% drawings and specifications. Provide written comments and drawing markups.

2.2 Attend a pre-construction meeting for the project.

2.3 Review and become familiar with the construction project documents including the plans, specifications, construction permits, agreements, and environmental documents.

Task 3 – Construction Phase Services

3.1 Provide construction observation and inspection. Observe and monitor the contractor's work for conformance with the contract requirements. Deficient and/or defective work will be identified and brought to the attention of the contractor and the City. Deficiencies will be tracked for correction or resolution. Daily inspection reports will be prepared and will include a description of construction activities, deviations from the plans and specifications, deliveries to the site, atmospheric conditions, and other significant events, including location and time. Inspection reports will be maintained in the project files. Document the progress of the project with photographs and video taken on a regular basis. Photo and video files will be maintained in the project files and stored for easy retrieval.

MWH. CONSTRUCTORS

3.2 Perform materials testing and special inspections. Number of tests and site visits are limited to those provided in Appendix #1, Scope of Work for GeoTest Services Inc. and Northwest Corrosion Engineering.

3.3 Provide construction administration. Issue correspondence to contractor pertaining to contract compliance and performance. Review contractor's monthly payment applications and advise the City with regard to appropriate quantities of work completed by the contractor. Receive and review contractor change order requests and provide the City with information to assist in determining appropriate responses and resolutions.

3.4 Provide monthly construction reports for the project. Reports will include a brief summary of work progress, construction budget and schedule, issues, and project photographs.

3.5 Review contractor's baseline schedule and monthly schedule updates. Provide written review comments on schedule submittals.

3.6 Assist the City with tracking Davis-Bacon wage rate compliance. Maintain certified payroll records and compliance information in the project files.

Task 4 – Post-Construction Phase services

4.1 Compile a preliminary punch list and coordinate final punch list with design engineer City. Prepare and issue a final punch list to the contractor and monitor and inspect the completion of punch list work for compliance with the necessary requirements. Assist the City with determination of Substantial Completion and Final Acceptance.

4.2 Submit field drawings with redline markups to design engineer for use in completing record drawings. Assist the City and design engineer with record drawing completion.

4.3 Assist the City with warranty requests and commissioning of new facilities.

Assumptions and Exclusions to be made part of the agreed Scope of Services:

- Others will be responsible for ongoing coordination with the Department of Health related to the City's Drinking Water State Revolving Fund (DWSRF) Loan for the project, including the fulfillment of all documentation and reporting requirements.
- The project is anticipated to last approximately 15 months, beginning with initiation of the pre-construction phase in February 2017.
- MWHC personnel will be provided with a complete set of project documents including drawings, specifications, project permits, and copies of agreements with other parties directly related to performance of the coordination tasks.
- MWHC will provide the vehicles, safety equipment, cell phone, computer, and tools for performance of the construction management work.
- The standard of care applicable to MWHC's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed.
- MWHC is not responsible for the work performance of the construction contractor and has no contractual relationship with the construction contractor.
- The scope of services excludes responsibility for obtaining regulatory approvals for the project.
- The scope of services excludes responsibility for identification and payment of project taxes.
- The scope of services excludes responsibility for opinions, analyses, projections, or estimates of Project costs, financial aspects, economic feasibility or schedules.
- Compilation and maintenance of submittal, RFI, and change order logs will be performed by others.
- The City or contractor will provide furnished on-site office space for MWHC personnel.

MWH CONSTRUCTORS

CONTRACT 16-039-WTR-003
EXHIBIT A
PAGE 4 OF 4

Blue Heron Circle Reservoir Project

Proposed Budget for Construction Management Services

MWH Proposal Task Description	**Personnel**		**Task 1 Project Management**		**Task 2 Pre-Construction Phase Services**		**Task 3 Construction Phase Services**		**Task 1 Post-Construction Phase Services**		TOTALS	
Labor Category	Name	Rate	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount		
Project Manager	P. Gruenhagen	$168.74	120	$20,249	8	$1,350	80	$13,499	8	$1,350	216	$36,448
Construction Manager	B. Barnes	$159.30	0	$0	0	$0	744	$118,519	0	$0	744	$118,519
Inspector	M. Serra	$134.39	0	$0	0	$0	0	$0	0	$0	0	$0
Labor Cost			**120**	**$20,249**	**8**	**$1,350**	**824**	**$132,018**	**8**	**$1,350**	**960**	**$154,967**

Assume 15 month overall project duration with 10 month active/"peak" construction window.

Assumed Hours/Week during Construction Phase:		
	Pat	2
	Brandt	17
	Mario	0

Subconsultants and Other Direct Costs (ODCs)

	Task 1		**Task 2**		**Task 3**		**Task 4**		TOTALS
Northwest Corrosion Engineering						$34,773			$34,773
GeoTest Services, Inc.						$51,562			$51,562
ODC Totals		$0		$0		$86,335		$0	$86,335
Overhead Costs on Subs and ODCs, @ 10%		$0		$0		$8,633		$0	$8,633
TASK TOTALS		**$0**		**$0**		**$181,303**		**$0**	**$249,935**

Note: Labor Costs include cost for project vehicles, safety equipment, cell phones, home office overhead, and computer equipment.

Updated: January 13, 2017

January 9, 2017

Northwest Corrosion Engineering

10995 Warfield Road, Sedro-Woolley, WA 98284
Phone: (360) 826-4570 Fax: (360) 826-6321

Mr. Brandt Barnes, Project Manager
MWH Constructors
2353 130th Ave NE, Suite 200
Bellevue, WA 98005

Subject: City of Anacortes – Blue Heron Tanks Coating and Cathodic Protection Inspection Services

Mr. Barnes,

Northwest Corrosion Engineering appreciates the opportunity to provide you with this proposal for cathodic protection and coating inspection services related to the City of Anacortes - Blue Heron water tanks construction project. The work of this project includes the removal of an existing steel water storage tanks and construction of two new steel water tanks on the same property. The tasks associated with this proposal provide for coating inspection services along with installation inspection and commissioning of the new cathodic protection systems to be installed within the interior of both tanks.

The proposed inspection tasks are listed below:

1. Review project documents related to coatings and cathodic protection.
2. Provide responses to contractor submittals and requests for information.
3. Provide coating inspection services for each tank. It is anticipated that both shop and field coating inspection will be performed. The shop inspection will likely be completed at the T Bailey facility in Anacortes. A total of 30 inspection days are being estimated for the purposes of this proposal. Daily inspection reports will be issued.
4. Conduct inspection services during the installation of the tank cathodic protection systems. Review and comment on contractor commissioning reports.

The cost for completing the tasks associated with this proposal is $34,772.60

We appreciate the opportunity to provide you with this proposal. Please feel free to contact our office if you have any questions or would like additional information.

Sincerely,
Northwest Corrosion Engineering

Jeremy A. Hailey

Jeremy Hailey, P.E.
NACE Certified Level 3 Coating Inspector, No. 5672

Proposal No. 16-617T

GeoTest Services Inc.

Oak Harbor, Arlington, Bellingham

January 9, 2017

BLUE HERON CIRCLE RESERVOIRS
Blue Heron Circle Anacortes, WA

Conceptual Scope & Budget: Construction Special Inspection, Materials & Environmental Testing

GeoTest is pleased to submit this cost estimate for the above project. Based on a review of the structural plans and specifications, we believe that the costs for construction special inspection, testing and environmental services will be approximately $51,562 for the scope of work detailed below.

As construction schedules and contractor logistics can vary, we recommend an anticipated budget range of $48,000 to $56,000 for our services. *This is a time and materials estimate intended for budgeting purposes. Our costs are a direct reflection of the project construction schedule.*

ASSUMPTIONS

Booster pump station will consist on spread/continuous footings, slab-on-grade and CMU walls

EARTHWORK

Periodic inspection during preparation of tank, vaults and pavement subgrades.
Perform field in-place density tests for structural fills/backfills at tank, vaults, parking and utilities.
Perform laboratory sieve/proctors as needed.

Test/Inspection Item		Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Subgrade Verification/Observation		4	6		$80	$1,920
Density Testing/Observation		18	6		$67	$7,236
Sample Pick-Up and Processing		2	2		$60	$240
Lab: Sieve/Proctor				2	$245	$490
Lab: Sand Equivalent				2	$80	$160
Lab: Percent Fracture				2	$60	$120
Subtotal						**$8,246**

CONCRETE

Periodic Inspection of reinforcing steel placement, anchor bolt placement, and formwork.
Continuous inspection during placement, including sampling, slump, air, temperature and taking concrete specimens.
Test concrete for compressive strength.

Test/Inspection Item		Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Foundations		4	8		$60	$1,920
Ring Walls		4	8		$60	$1,920
Slab-On-Grade		5	8		$60	$2,400
Misc. Exterior Pours		2	6		$60	$720
Separate Rebar Inspections		8	4		$60	$1,920
Sample Pickup and Processing		10	3		$60	$1,800
Concrete Compression Tests	20 sets x 5 ea.			100	$25	$2,500
Subtotal						**$13,180**

MASONRY

Periodic Inspection of reinforcing steel, and CMU placement.
Continuous inspection during grout placement.
Sample and test compressive strength of prisms.

Test/Inspection Item		Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Inspection		3	6		$60	$1,080
Sample Pickup and Processing		1	3		$60	$180
Prism Compression Tests	1 set x 3 ea			3	$100	$300
Subtotal						**$1,560**

GeoTest Services Inc.
Oak Harbor, Arlington, Bellingham

STRUCTURAL STEEL

Periodic inspection of all bolted and welded connections.

Test/Inspection Item		Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Structural Steel Inspections		28	6		$67	$11,256
Subtotal						**$11,256**

ENVIRONMENTAL

Analytical lab testing below assumes 1 suite of tests and standard turnaround time of approximately 10 business days (costs roughly double for rush results).

Analytical testing performed by ALS. A 15% mark-up has been incorporated in the costs.

Conduct periodic field screening, using a photo ionization detector, during our initial soil exploration and sample collection.

Test/Inspection Item			Hours	Number of Tests	Unit Rate	Total
Environmental Professional (Sampling Material, Coordination, and Reporting)			60		$95	$5,700
MTCA 5 metals (EPA6020/7471)				5	$81	405
Gasoline Range Organics (NWTPH-Gx) with BTEX				5	$110	550
Diesel & Oil Range Organics (NWTPH-Dx)				25	$98	2,450
Photo Ionization Detector Usage Fee						250
Subtotal						**$9,355**

OTHER

Test/Inspection Item		Visits		Hours	Unit Rate	Total
Project Manager				27	$95	$2,565
Trip Charge (100 mi x 0.60/mi = $60/trip)		90			$60	$5,400
Subtotal						**$7,965**

Total Estimated Budget:	**$51,562**

GEOTEST SERVICES, INC.
Arlington, Bellingham, Oak Harbor, WA

FEE SCHEDULE
2017

ENGINEERING, GEOLOGICAL & ENVIRONMENTAL SERVICES

Senior Geotechnical Engineer	180.00 hour
Professional Engineer	140.00 hour
Geotechnical Engineer	140.00 hour
Technical Director	125.00 hour
Staff Engineer	95.00 hour
Engineering Geologist	95.00 hour
Environmental Professional	95.00 hour
Geotechnical Technician	80.00 hour
Geologist	80.00 hour
CESCL (Certified Erosion & Sediment Control Lead)	80.00 hour

CONSTRUCTION INSPECTION SERVICES

Concrete Inspection	60.00 hour
Prestressed Concrete Inspection	60.00 hour
Masonry Inspection	60.00 hour
Grout Inspection	60.00 hour
Fireproofing Inspection	60.00 hour
Firestopping Inspection	60.00 hour
Proprietary Anchor Inspection	60.00 hour
Lateral Framing Inspection (Wood & Steel)	67.00 hour
Structural Steel Welding and Bolting Inspection	67.00 hour
In-Place Density - Nuclear Gauge, Soils & Asphalt	67.00 hour
Soils Observation	67.00 hour
Building Envelope Inspection	90.00 hour

CONSTRUCTION SUPPORT SERVICES

QA/QC Inspection Engineer	90.00 hour
Field Sampling	60.00 hour
Field Technician	60.00 hour
Laboratory Technician	75.00 hour
Project Manager	95.00 hour

SPECIALTY SERVICES

Bolt Pull-out Tests	90.00 hour
Ground Penetrating Radar (GPR)	150.00 hour
Pachometer (Magnetic) Rebar Location	90.00 hour
Concrete & Asphalt Coring	90.00 hour
Schmidt Hammer	90.00 hour
Windsor Probe	90.00 hour
Brick Shear Testing (2 man crew)	175.00 hour
Floor Flatness Testing (Dipstick)	120.00 hour
Moisture Emission Testing	90.00 hour

GEOTEST SERVICES, INC.
Arlington, Bellingham, Oak Harbor, WA

FEE SCHEDULE
2017

MATERIALS TESTING

CONCRETE

Compressive Strength - Concrete	25.00 ea
Compressive Strength – Concrete (cast by others)	30.00 ea
Compressive Strength - Drilled Cores (includes trimming and testing)	60.00 ea
Compressive Strength - Sawed Specimens (includes trimming and testing)	60.00 ea
Shotcrete Panel - 3 Cores Per Panel	200.00 ea
Additional Shotcrete Cores	75.00 ea
Flexural Strength - 6" x 6" Beams	55.00 ea
Air Dry Unit Weight	35.00 ea
Trimming Specimens – Per End (when required)	15.00 ea

MASONRY

Compressive Strength - Mortar, 2" x 4" Cylinder	25.00 ea
Compressive Strength - Grout, 4" x 4" x 8" Prism	25.00 ea
Compressive Strength - 2" x 2" Cubes (Cementitious Grout)	25.00 ea
Compressive Strength - 2" x 2" Cubes (Epoxy Grout)	30.00 ea
Compressive Strength - Composite Prism	100.00 ea
Compressive Strength – Masonry Units	100.00 ea

AGGREGATE

Sieve Analysis, with Wet Wash	125.00 ea
Sieve Analysis, Dry Only	75.00 ea
Sieve Analysis, % Passing #200 Sieve	75.00 ea
Specific Gravity and Absorption - Fine Aggregate	75.00 ea
Specific Gravity and Absorption - Coarse Aggregate	60.00 ea
Uncompacted Voids – Fine Aggregate	150.00 ea
Unit Weight and Voids	40.00 ea
Sand Equivalent	80.00 ea
Moisture Content	35.00 ea
Percent Fracture	60.00 ea
Organic Impurities Test	60.00 ea
Clay Lumps and Friable Particles	80.00 ea
Lightweight Pieces	75.00 ea
Flat/Elongated Particles	80.00 ea

ASPHALT

Asphalt Content & Gradation (Ignition Furnace)	245.00 ea
Maximum Specific Gravity (Rice Density)	90.00 ea
Asphalt Core Density/Thickness	40.00 ea
Marshall Method Test - Flow, Stability, Density & Voids	
Hot Mix Furnished, Set of 3	300.00 ea
Lab Mixed, Set of 3	350.00 ea

741 Marine Drive, Bellingham, WA 98225 • phone: 360.733.7318 • fax: 360.733.7418
20611 – 67th Ave. NE, Unit A, Arlington, WA 98223 • phone: 360.435.1141 • fax: 360.435.1124
840 SE 8th Ave. – Ste 102, Oak Harbor, WA 98277 • phone: 888.251.5276 • fax: 360.733.7418

GEOTEST SERVICES, INC.
Arlington, Bellingham, Oak Harbor, WA

FEE SCHEDULE
2017

SOILS

Sieve Analysis, with Wet Sieve	125.00 ea
Sieve Analysis, Dry Only	75.00 ea
Sieve Analysis, % Passing #200 Sieve	75.00 ea
Sieve Analysis w/ Hydrometer	200.00 ea
Moisture Density Relationship (Proctor)	175.00 ea
Moisture Density Relationship (Proctor) w/ Sieve	245.00 ea
Check Point	80.00 ea
Moisture Content	35.00 ea
Atterberg Limits (3 points)	125.00 ea
Specific Gravity	75.00 ea
Consolidation - 5 Loads	350.00 ea
Permeability - Constant Head or Falling Head (each point)	250.00 ea
Organic Content	80.00 ea

MISCELLANEOUS

Fireproofing Density Test	60.00 ea
Floor Moisture Test Kit	50.00 ea
Windsor Probe Pin (Set of 3)	40.00 ea
Whole Building Air Leakage Test	quote
Window Water Penetration Test	quote

- GeoTest requests 24 hours advance notice for scheduling field services. GeoTest may not be able to provide service for same day call out.
- All GeoTest Services, Inc. (GTS) construction inspection services, construction support services & specialty services are billed portal to portal. A daily four hour minimum charge applies to construction inspection & specialty services. Same day cancelations will incur a two-hour minimum charge.
- Engineering, Geological, and Environmental Services will be billed in accordance with a project specific proposal.
- GeoTest standard operating hours are 7 AM to 5 PM, Monday through Friday, with the exception of holidays. A premium rate of 1.5 times the standard rate will be charged for all work in excess of 8 hours per day and Saturdays. Double-time rates will be applied to services provided on Sundays & legal Holidays.
- A one-hour minimum laboratory technician fee will be applied on Saturdays, Sundays & legal Holidays at 1.5 times the regular rate for any laboratory testing services.
- Night shift (work outside standard operating hours): An eight (8) hour minimum charge at 1.5 times the standard rate may apply to such work including same day cancellations. A four (4) hour minimum charge at 1.5 times the regular rate applies to lab night work.
- A trip charge shall be invoiced at $0.60 per map mile from our nearest office - portal to portal.
- Field testing equipment expenses are included in the hourly rates except where specifically noted on the fee schedule or a project specific proposal.
- Laboratory rush samples (less than 48hr turn-around time) will be invoiced at 1.5 times the standard test rate.
- Rental equipment, reimbursable expenses and subcontractor fees will be invoiced at cost plus 15%.
- Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test. The ordering of work from GTS shall constitute acceptance of the Fee Schedule, General Conditions, and any project specific proposal.

741 Marine Drive, Bellingham, WA 98225 • phone: 360.733.7318 • fax: 360.733.7418
20611 – 67th Ave. NE, Unit A, Arlington, WA 98223 • phone: 360.435.1141 • fax: 360.435.1124
840 SE 8th Ave. – Ste 102, Oak Harbor, WA 98277 • phone: 888.251.5276 • fax: 360.733.7418

City Council Agenda Bill

Meeting Date: 3/20/2017 **Agenda Item**: 5d

Subject: Contract Award to HDR Engineering, Inc. – Engineering Services During Construction and Commissioning of the Blue Heron Circle Reservoir 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
	Public Hearing
	Staff Report

Summary Statement: City staff seeks City Council consent to contract with HDR Engineering, Inc. in the amount of $236,816.00 to provide engineering services during construction and commissioning of the Blue Heron Circle Reservoir Project.

Background: HDR Engineering has completed Phase 1 and 2 of this Project which included the design and specification and contract documents so that the City is bid ready for construction of the Blue Heron Circle Reservoir Project; a project authorized by City Council on April 7, 2016. The contract award that City staff now seeks is for HDR to provide engineering services during the construction and commissioning of the Project.

Budget Impact	
Amount Budgeted	$5,224,000.00
Budget Account (BARS)	401.000.594.34.63
Proposed Expenditure	$236,816.00
Budget Amendment Required?	No
Revenue Source	Water Capital Fund

Proposed Contract	
Contractor	HDR Engineering, Inc.
Amount	$236,816.00
Start Date	Contract Modification 16-039-WTR-001
End Date	September 30, 2018

Previous Council/Committee Action: City Council provided consent to award a contract to HDR Engineering for the structural analysis and design under this design project on 4/7/16 [Contract 16-039-WTR-001].

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council provide its consent to contract with HDR Engineering, Inc. to provide engineering services during construction and commissioning of the Blue Heron Circle Reservoir Project.

Alternative Actions: N/A

Attachments (listed in order presented): Modification to Contract 16-039-WTR-001.

Contract Number 16-039-WTR-001
MODIFICATION 03

Date March 3, 2017
Page 1 **of** 2 **Pages**

Contract No.	**16-039-WTR-001**
Project Title	**Blue Heron Circle Reservoir Project**
Prime Contractor	**HDR Engineering, Inc.**

BACKGROUND

This modification increases the scope of work to include engineering services during construction and commissioning of the new reservoirs and associated facilities. The Contract period of performance will extend through September 30, 2018 and the contract price will increase from $429,938.28 by $236,816.00 to $666,754.28.

Accordingly, the following changes are incorporated under this contract:

Article 1. Scope of Work

Insert the following third paragraph under Article 1:

> "In addition to the services described above, the Consultant shall perform the services described in attached Exhibit H; an Exhibit under Modification 03 which is hereby incorporated by reference and made a part hereof."

Article 2. Price

Delete in its entirety and insert the following:

> "The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis. The not-to-exceed price for this Contract is **Six Hundred Sixty-Six Thousand Seven Hundred Fifty-Four Dollars and Twenty-Eight Cents ($666,754.28).** This price is revised from $429,938.28 by $236,816.00 to $666,754.28 based upon the pricing information provided under attached Exhibit H which is hereby incorporated by reference."

Article 3. Period of Performance

This provision is hereby revised to read:

> "The period of performance is from inception through September 30, 2018."

All other terms of the contract remain unchanged.

CITY OF ANACORTES	**HDR ENGINEERING, INC.**
By ______________________________	By ______________________________
Laurie Gere, Mayor	Signature
Date______________________________	Printed Name______________________
	Title ______________________________
	Date______________________________

FOR GOVERNMENT USE ONLY

Original Agreement Amount	$293,027.84	Original Contract Completion Date	08/30/2016
Current Agreement Amount	$429,938.28	Current Contract Completion Date	5/01/2017
Change Per this Modification	$236,816.00	Net Change	486 Days
Total After Modification	$666,754.28	Contract Completion Date After Change	08/30/2018

Approved

____
Project Manager Date

Approved

____
Public Works Director Date

Approved

____
Finance Date

CONTRACT 16-039-WTR-001
MODIFICATION 03
EXHIBIT H
SCOPE OF WORK

<u>Amendment 1</u>

Attachment A
Scope of Services

City of Anacortes
Blue Heron Circle Reservoirs Project

Phase 3
Engineering Services During Construction and Commissioning

February 17, 2017

Contents

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ATTACHMENT 1

PHASE 3 SCOPE OF SERVICES

Background

The City of Anacortes ("City") will construct two new finished water storage reservoirs to replace the existing 3.0 million gallon water storage reservoir located at Blue Heron Circle in Anacortes. The new reservoirs will have a combined storage capacity of 3 million gallons (MG) and will operate similar to the existing 3 MG reservoir at the site. The design and construction documents for the project were prepared by HDR Engineering, Inc. (HDR). Construction management (CM) services will be provided by MWH Americas, Inc. (MWH).

PHASE 3 SCOPE OF SERVICES

The purpose of this scope of services is for HDR to provide Engineering Services During Construction and Commissioning of the Blue Heron Circle Reservoirs Project (Project). The Project includes construction of two 1.5 MG welded steel water storage reservoirs, inlet and outlet piping, flow control valves, equipment vaults, site stormwater modifications, and associated instrumentation and SCADA improvements.

The Phase 3 Scope of Services for HDR consists of the following tasks:

- Task 310 - Conformed Documents
- Task 320 - Construction Progress Review Meetings and Communications
- Task 325 – Respond to Requests for Information
- Task 330 - Submittal Reviews
- Task 335 – Review of Substitution and Deviation Requests
- Task 340 - Design Changes
- Task 345 - Review Change Order Proposals
- Task 350 - Construction Observation & Technical Consultation
- Task 360 – Facility Commissioning and Acceptance Assistance
- Task 380 - Record Drawings
- Task 390 - Project Management

GENERAL ASSUMPTIONS

The following general assumptions are used throughout this scope of services:

1. The Project will be constructed under a single construction contract.
2. The City's Construction Manager (CM) is responsible for construction management, contract administration, and daily inspection. HDR will be in a supporting role as defined herein. The CM will be the single point of contact between HDR and the Contractor.

3. The anticipated construction duration is from May 2017 through June 2018. Record Drawings, O&M and Closeout tasks will extend through approximately October 2018.
4. The work activities described within this scope of services will be performed by HDR personnel from the Bellevue office.
5. All permitting and supporting environmental services will be performed by City Staff.
6. Unless stated otherwise under an individual task scope, documents will be transferred electronically. HDR will set up and maintain an on-line file system (Share Point) for the Project. It is acceptable to transmit review documents by attachment to e-mails.
7. All deliverables will be submitted to the City and/or the CM, as applicable, in electronic formats (Adobe Acrobat PDF and/or MS Word files) via email, unless stated otherwise in the deliverable section.
8. The number of document versions (i.e. Draft, Final Draft, Final) are noted in the deliverables section for each Task. Unless noted otherwise, it is assumed that only one version will be provided for that deliverable.
9. The City will request services (Submittal Reviews, RFI Responses, City-Requested Design Changes) on an ongoing basis. The target turnaround times on such reviews will be as stated in the Project Management Plan (PMP) unless specifically requested otherwise by the City.
10. Review time and number of reviews of contractor submitted work products will depend upon the quality, clarity and completeness of the submittals. HDR's level of effort estimates assume an average level of quality based on HDR's experience for similar projects. If processing contractor submittals requires additional reviews or assistance to the contractor, HDR will notify the City that a budget adjustment may need to be made.

PHASE 3 – ENGINEERING SERVICES DURING CONSTRUCTION AND COMMISSIONING

Task 310 - Conformed Documents

Objectives:

Provide conformed documents for construction.

HDR Services:

1. Conformed specifications.
2. Conformed drawings.

City Responsibilities:

1. Review documents prior to issuance.
2. Printing of hard copies.
3. Distribute copies to CM, Contractor, City Staff, and Agencies.

Assumptions:

1. Conformed Documents include drawings and specifications.
2. Conformed Documents includes changes that occurred by addenda during the bid period.

Deliverable:

1. Electronic Files in PDF for printing by City.

Task 320 – Construction Progress Review Meetings and Communications

Objectives:

Provide regular assistance to the City and the CM by attending construction progress review meetings and by on-going communications.

HDR Services:

1. Attend pre-construction meeting.
2. Attend on-site construction progress meetings as requested.
3. Review and comment on meeting notes prepared by the CM.

City's CM Responsibilities:

1. Lead preconstruction and weekly progress meetings.
2. Prepare meeting agendas.
3. Prepare and distribute meeting notes.

Assumptions:

1. Construction progress meetings will typically be held on a weekly basis throughout most of the construction duration.
2. At least one HDR representative will attend every weekly progress review meeting either by phone or in person with additional HDR engineers in attendance as needed.
3. Pre-construction meeting to be attended by Project Manager and Project Engineer in person.
4. Construction progress meetings:
    a. The Project Manager will attend up to 6 meetings in person and up to 12 by phone.
    b. The Project Engineer will attend up to 4 meetings in person and up to 8 by phone.
5. Attendance by other HDR specialty discipline engineers (Electrical/I&C and Structural) are estimated to be as follows:
    a. Structural engineer: In person - 2 meetings; phone – 4 meetings
    b. Electrical / I&C engineer: In person - 2 meetings; phone – 4 meetings

6. Attendance at a meeting (or meetings if held on the same day) for each person will require 8 hours per person for preparation, attendance, and travel. Each telephone meeting will require 2 hours for participation and preparation.
7. Project communications that take place outside of scheduled meetings will require up to 40 hours for the Project Manager and 20 hours for the Project Engineer for the duration of the construction period.

Deliverables:

1. Review and comment on meeting notes taken by the CM.

Task 325 - Respond to Requests for Information

Objectives:

Provide responses to Requests for Information (RFI's) submitted by the Contractor and address clarifications to the contract documents from the CM and/or the City.

HDR Services:

1. Review and process Contractor's Requests for Information (RFIs).
2. Prepare e-mailed responses to written RFIs and email inquiries with attachments as needed to respond to the request.
3. Provide responses to requests from the City for interpretations of the contract documents.

City's CM Responsibilities:

1. Coordinate with Contractor and direct RFIs to HDR.
2. Distribute RFI responses to Contractor.
3. Collect field information needed to assist in preparation of a response to an RFI or submittal review.
4. Maintain a log of RFIs and status for tracking purposes.
5. Review HDR responses for concurrence prior to returning to the Contractor.

Assumptions:

1. RFI's to be initiated in writing by Contractor on printed form and submitted electronically via Share Point.
2. The typical target time to provide a response to an RFI after receipt will be as defined in the Project Management Plan.
3. There will be a total of approximately 40 RFI's requiring HDR responses, each requiring an average of 3 hours for review and preparation of a response.
4. Address up to 10 questions from the City or CM concerning interpretation of drawings and specifications will require an average of 2 hours per response.

Deliverables:

1. Responses (with attachments) to each written RFI from the Contractor.

2. Responses (with attachments) or verbal responses, if appropriate, to each City/CM request for interpretation of the contract documents.

Task 330 – Submittal Reviews

Objectives:

Review and respond to Contractor's submittals in conformance with construction contract requirements.

HDR Services:

1. Review submittals including shop drawings, catalogue cuts schedules and samples in accordance with the specifications. Review of shop drawings for content and conformity to the specifications, and return shop drawings to the CM for distribution to the Contractor with written comments.
2. Prepare and maintain list of submittals and an HDR internal tracking log. Coordinate with the CM on the status of submittals on a regular basis.

City's CM Responsibilities:

1. Screen submittals for completeness.
2. Determine which submittals are to be reviewed by HDR.
3. Review HDR responses for concurrence.
4. Distribute submittals to the Contractor.
5. Maintain a log of submittal status for internal tracking purposes.

Assumptions:

1. Submittals will be complete and provided in accordance with the specification requirements.
2. One original redline mark-up to be e-mailed to the CM. Copies to be made by the CM for distribution to contractor.
3. The target submittal review period will be as per the Project Management Plan, unless expediting is required to achieve permitting time constraints.
4. Up to approximately 70 individual submittal items are identified in the specifications. It is anticipated that these items will be submitted by CSI section in packages.
    a. Review of up to 70 original submittal packages requiring an average of 3 hours per submittal.
    b. Up to 35 submittal items will require a re-submittal and an additional review at an average of 2 hours per review.
    c. Up to 48 hours will be required for coordination and management of submittals reviews.

Deliverables:

1. Submittal log.
2. Reviews of original submittal items or shop drawings.
3. Reviews of revised submittals and shop drawings.

Task 335 – Review of Substitution and Deviation Requests

Objectives:

Review and respond to substitution and deviation requests in conformance with construction contract requirements.

HDR Services:

1. Review and evaluate contractor requests for approval of substitutions. HDR will provide a brief written evaluation of the request and a recommendation to the City including assessment of possible cost savings.
2. Prepare and maintain list of substitutions and tracking log.

City and CM Responsibilities:

1. Determine which substitution proposals are to be reviewed by HDR.
2. Review HDR responses for concurrence.
3. Decide on acceptance of substitution proposals.
4. Maintain a log of substitution request status for internal tracking purposes.

Assumptions:

1. Substitution requests will be complete and provided in accordance with the specification requirements.
2. One original redline mark-up to be e-mailed to the CM. Copies to be made by the CM for distribution to contractor.
3. Normal substitution submittal review period will be two weeks, unless expediting is required to achieve permitting time constraints. HDR to be allowed one week to respond to submittals.
4. Up to 8 substitution or deviation requests will be reviewed requiring an average of 4 hours per substitution request.

Deliverables:

1. Reviews of substitution requests submitted by Contractor.
2. Substitution log.

Task 340 – City-Requested Design Changes

Objectives:

Prepare changes to the design as requested by the City or as needed to clarify the design intent.

HDR Services:

1. Provide engineering support and design documents for minor design changes.
2. Prepare design change technical information in the form of sketch, a revised contract drawing, and/or narrative and provide to the City and CM for preparation of a change order proposal by the Contractor.

City and CM Responsibilities:

1. Provide clear description of change desired and intent.
2. Distribute change proposal request to Contractor.

Assumptions:

1. Design change sketches to be CAD or hand drawn.
2. Changes are assumed to be relatively simple in nature, requiring one or two sketches or revised construction drawings each.
3. Up to 6 design changes will be prepared. Time to address each design change is assumed to be up to an average of 12 hours total for engineering and CAD.

Deliverables:

1. PDF files of design change documentation (draft and final).

Task 345 – Review Change Order Proposals

Objectives:

Assist the City with the evaluation of change order proposals submitted by the Contractor.

HDR Services:

1. Review change order proposals from Contractor with regard to design intent, entitlement, accuracy, and cost,

City and CM Responsibilities:

1. Lead and coordinate the change order negotiation process.
2. Collect field information needed to assist in preparation of contract change orders.
3. Prepare the change order.
4. Provide field control and verification of change order conditions and compliance.

Assumptions:

1. There will be up to 6 change order proposal items to review.
2. Each change order review will take 5 hours on average for to complete.

Deliverables:

1. Review comments for each change order in e-mail.

Task 350 – Construction/Fabrication Observation & Technical Consultation

Objectives:

Assist the City by providing construction and shop fabrication observation and technical consulting services.

HDR Services:

1. Provide on-call consultation, which may require site visits.
2. Respond to civil, structural, mechanical, electrical, and I&C issues and technical questions not requiring site visits.
3. Attend special meetings or teleconferences to address construction questions and issues.
4. Provide onsite observations as requested.

City's CM Responsibilities:

1. Lead and coordinate field support and observations by consultant team.

Assumptions:

1. Up to 2 site visits by the Project Manager or the Project Engineer for special meetings at approximately 8 hours per visit including preparation, travel, and reporting.
2. Up to 3 site visits by project special discipline engineers (structural and I&C) to fabrication shops at approximately 8 hours per visit including preparation, travel, and reporting.
3. Up to 32 hours for phone consultation regarding field questions, documents interpretations, and project technical issues.

Deliverables:

1. PDF file of field report for all requested site visits.
2. E-mail responses to technical questions.

Task 360 – Facility Commissioning and Acceptance Assistance

Objectives:

1. Provide assistance to the City during the commissioning phase of the project.
2. Assist the City and CM with identification of any work that is deficient or does not meet contract requirements.
3. Review the Contractor's substantial completion submittal.
4. Assist the City with documentation for Permits closure and agencies approvals.
5. Assist with final inspection to identify work that is deficient or does not meet contract requirements.

HDR Services:

1. Review the testing / commissioning plans, procedures, and testing results for compliance with contract requirements.
2. Review equipment / system manufacturers' O&M training materials for completeness. .
3. Construction Phase 1:
    a. Attend punch list walk through.
    b. Review and assist with preparation of punch list.

   c. Respond to questions concerning punch list items.
   d. Review warranty items.
4. Construction Phase 2:
   a. Attend punch list walk through.
   b. Review and assist with preparation of punch list.
   c. Respond to questions concerning punch list items.
   d. Review warranty items.
5. Review the Contractor's Substantial Completion submittal for completeness and compliance with contract requirements and provide input to the City regarding acceptance.
6. Assist with Permit closure documentation.
7. Complete and submit to DOH the construction completion report (CCR) and any associated documentation requested.

City's CM Responsibilities:

1. Coordinate and inform the project team of schedules for testing / commissioning activities.
2. Lead punch list walk-through inspection.
3. Prepare draft punch list.
4. Finalize punch list and distribute to the Contractor
5. Verify completion of the final punch list.
6. Compile warranty information.
7. Lead and coordinate closeout activities.
8. Notify the Contractor and HDR of the dates for the Substantial Completion and Final Completion inspections.
9. Prepare a list of required closeout documentation necessary for release of final payment and retainage.

Assumptions:

1. Testing and commissioning will occur for all equipment and systems described in the Contract Documents, including the following major systems:
   a. Reservoirs.
   b. Control valves.
   c. Power and instrumentation.
   d. Integration with SCADA system.
2. Testing and commissioning activities will be required for two construction phases.
3. Contractor is responsible for the coordination and implementation of testing / commissioning activities as described in the Contract Documents.
4. One day punch list walk through with City and CM for each of the two construction phases.

5. One inspection each by the PM, Project Engineer, and Lead Electrical Engineer (5 hours each).
6. Two CCRs will be required, one at the completion of each construction phase.

Deliverables:

1. Review comments on testing / commissioning plans submitted by the Contractor.
2. Review comments on equipment / system manufacturers' O&M training materials.
3. Draft punch list review
4. Final punch list review
5. Review comments on the Contractor's Substantial Completion submittal.
6. Documentation for Permits closure, as required.
7. Construction Completion Reports for submittal to DOH.

Task 380 – Record Drawing Preparation

Objectives:

Upon completion of construction, prepare construction record drawings.

HDR Services:

1. Use the CM's compiled field record drawings to prepare updated project electronic record drawings for the project.
2. Meet with the CM to clarify drawing changes.
3. Perform QA/QC review and provide Record Drawings to the City for review.
4. Finalize drawings and provide electronic and hard copy.

City's CM Responsibilities:

1. Provide one coordinated set of field record drawings for use in the preparation of electronic record drawings.
2. Review and comment on draft record drawing set.
3. Answer questions regarding marked up drawings.

Assumptions:

1. Mark-ups will be provided as a single comprehensive set with changes noted in red.
2. Total number of drawings in set is 53 sheets
3. Labor effort allocated for this task is: 1 hour/sheet (average) for engineering and 2 hours/sheet (average) for CADD. More time may be required and may be requested to be budgeted if field changes are more significant than anticipated or contractor mark ups are incomplete or require field verification.

Deliverables:

1. Record drawings half size (Draft and Final, 2 copies).
2. Record drawings electronic format AutoCAD and PDF on DVD.

3. Return redlines mark-ups to CM.

Task 390 – Management & Administration

Objectives:

Organize, manage, coordinate, and administer the HDR team to complete tasks outlined for this project.

HDR Services:

1. Manage and coordinate the HDR Team during construction from the receipt of bids through project closeout.
2. Maintain an actions items list and decision log for the project.
3. Coordinate quality control reviews of each deliverable prepared by the HDR Team.
4. Revise Project Management Plan (PMP) to serve as a reference for team members throughout the project.
5. Provide the City with project progress, budget and schedule status monthly with submission of each invoice. Status report will include percent complete and percent spent by task.

City Responsibilities:

1. Communicate openly and regularly with HDR's Project Manager and be responsive to requests for information, direction and decisions.
2. Coordinate project efforts with City staff.
3. Review and approve invoicing.

Assumptions:

1. Project duration is anticipated to continue for 18 months. A total of 18 status reports requiring ½ hour per report are anticipated for the duration of the project.
2. Project Manager to participate in up to 6 project status phone calls with City, 1-hour each.

Deliverables:

1. A PDF file of the single update of the PMP.
2. Status progress reports and invoices.

COMPENSATION

1. The estimated total not to exceed contract amount to complete the professional services identified in this scope of services is two hundred thirty-six thousand eight hundred sixteen dollars ($236,816).
2. Professional services rendered in connection with this scope will be billed on a Time and Materials basis not to exceed the estimated total contact amount.
3. Amount in accordance with the terms and conditions outlined in the signed agreement.

SCHEDULE

It is anticipated that the project will follow the general project schedule shown below. This scope of work covers the period up to evaluation and selection of the construction contractors for both construction contracts.

- Bid Openning ……………………………………………………………………………...April 18, 2017
- Contract Award ………………..……………………………………………………...May 2, 2017
- Contractor Notice To Proceed ………………………..……………………………..May 16, 2017
- Substantial completion (Phase 2)……………..…………………………………........July 31, 2018
- Final Completion……………………………….………………………………….October 31, 2018

City Council Agenda Bill

Meeting Date: 3/13/2017 **Agenda Item**: 5e

Subject: Contract Modification – Wastewater Treatment Plant Outfall Repair 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
	Public Hearing
	Staff Report

Summary Statement: In accordance with Article 16, Changes/Additional Work provision under Contract 13-020-SEW-004, the City seeks City Council consent to issue a modification to Skillings Connolly, Inc. in the amount of $29,903.00, increasing the total contract price to $56,307.00, to begin Phase 2 of the Project. This additional work is within the boundaries of the originally contracted work. Phase 2 performed under this Contract includes acquiring the necessary US Army Corps permits and the preparation of final construction plans for the Wastewater Treatment Plant Outfall Repair.

Background: Skilling Connolly, Inc. began Phase 1 of the project in July 2016 which included (1) determine the preferred construction model that is necessary to repair the leaking wastewater outfall pipe, (2) prepare a Rough Order of Magnitude (ROM) cost estimate, and (3) identify permit requirements. The contract award that City staff now seeks is for Skillings Connolly, Inc. to begin Phase 2 to acquire permits and prepare final construction documents. This work classifies as professional service.

Budget Impact	
Amount Budgeted	$2,918,000.00
Budget Account (BARS)	440.000.594.35.63
Proposed Expenditure	$29,903.00
Budget Amendment Required?	No
Revenue Source	Sewer Capital Fund

Proposed Contract	
Contractor	Skilling Connolly, Inc.
Amount	$29,903.00
Start Date	Inception
End Date	12/29/2017

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move City Council provide consent to issue a modification to Skillings Connolly, Inc. under Contract 13-020-SEW-004 in the amount of $29,903.00 for a total contract amount of $56,307.00.

Alternative Actions: N/A

Attachments (listed in order presented): Modification to Contract 13-020-SEW-004.

Contract Number	13-020-SEW-004
Contract Title	Wastewater Treatment Plant Outfall Repair
Prime Contractor	Skillings Connolly Inc.

PREAMBLE

This Modification, issued in accordance with Article 16, Changes/Additional Work, authorizes an additional Work. Following correspondence between the City and Consultant, the City determined to begin Phase 2 of the Project which includes acquisition of necessary US Army Corps Permits and the preparation of construction plans. The contract price will increase from $26,404.00 by $29,903.00 to $56,307.00.

The Articles of Contract are hereby modified as follows:

Under Article 1 **Scope of Work**, the first sentence is hereby revised to read:

> "Under this Agreement, the Consultant shall provide services as described in Exhibit A, Exhibit A-1, and Exhibit A-2 which are hereby incorporated by reference and made a part hereof. Exhibit A, Exhibit A-1, and Exhibit A-2 describe the activities to be performed by the Consultant so that the City can finalize a construction model for the Wastewater Treatment Plant (WWTP) Outfall."

Under Article 1 **Price**, the first sentence is revised to read:

> "The services provided under this Agreement shall be reimbursed on a time-and-materials (T&M) basis not-to-exceed **Fifty-Six Thousand Three Hundred Seven Dollars ($56,307.00)**. The Consultant's estimated level of effort is 352 hours. The billable rates for services are provided under Article 4 Payment Terms."

Under Article 3 **Period of Performance**, the first sentence is revised to read:

> "The period of performance under this Agreement is from inception through December 29, 2017.

Under Article 4 **Payment Terms**, the first sentence is revised to read:

> "Progress payments shall be based upon the rate information set forth below:

Labor Category	Billable Rate
Principal-in-Charge	$160.00
Senior Project Engineer	$155.00
Project Engineer	$114.00
Engineer	$114.00
Project Administrator	$ 92.00

All other terms remain unchanged.

CITY OF ANACORTES	**SKILLINGS CONNOLLY, INC.**
By ______________________	By ______________________
Laurie Gere, Mayor	Signature
Date______________________	Printed ______________________
	Title ______________________
	Date______________________

FOR GOVERNMENT USE ONLY

Original Agreement Amount	$19,988.00	Original Contract Completion Date	8/15/2016
Current Agreement Amount	$26,404.00	Current Contract Completion Date	12/30/216
Change Per this Modification	$29,903.00	Net Change	364 days
Total After Amendment	$56,307.00	Contract Completion Date After Change	12/29/2017

APPROVALS:

Project Manager Date

Public Works Director Date

Finance Director Date

CONTRACT 13-020-SEW-004
WWTP OUTFALL REPAIR

EXHIBIT A-2
SCOPE OF WORK

Prepared for:

CITY OF ANACORTES
WASTEWATER TREATMENT PLANT OUTFALL REPAIR
PHASE 2

February 7, 2017

Introduction:

The existing wastewater treatment plant outfall located at the end of R Avenue on the Port of Anacortes (Port) property in the City of Anacortes (City) has been experiencing effluent leakage along a section of the existing outfall pipe, prior to the multi-port diffuser discharge point. This is assumed to be due to the incomplete slip-lining of the existing 24-inch reinforced concrete pipe outfall and/or a broken section of the concrete pipe.

In order to stop the pipe from leaking, the City proposes to replace approximately 150 LF to 300 LF of the existing 18-inch HDPE pipe slip-lined within the existing 24-inch reinforced concrete pipe (RCP) with a 30-inch HDPE pipe.

The following scope of work identifies the work effort to be performed by Skillings Connolly, Inc. (Consultant) in support of the acquisition of U.S. Army Corps Permits necessary for repair of the outfall and the preparation of construction plans.

Assumptions:

- Skillings Connolly will provide the necessary drawings to obtain the NWP 07 - Outfall Structures and Associated Intake Structures.
- Permit Application(s) to be completed by Widner and Associates.
- The City provided bathymetric survey will be digitized for use as a basemap.
- The Project Management and Coordination will be in addition to the amount previously budgeted for the project.
- The drawings for the U.S. Army Corps Permits will be conceptual and will be considered to be at a 30% design level.
- All CAD work and design will be done utilizing Civil 3D.
- No Bid Documents including Specifications will be prepared.

Task 100	Project Management and Coordination

Task Description:

This task includes Consultant management of staff and sub-consultants, coordination with other Consultants (Widener & Associates), invoices and progress reporting, progress meetings, peer review/QA/QC, and internal staff team progress meetings.

Deliverables:

- Monthly Invoices with Status Reports

Task 200	US Army Corps Permit Drawings

Task Description:
The Consultant will coordinate design with Culbertson Marine Construction, Inc., prepare a digitized basemap in AutoCAD and prepare 30% Plans for the outfall repair for submittal to US Army Corps in order to obtain the necessary permit(s). Widener & Associates will be preparing and submitting permit applications to the Corps.

Deliverables:
- Digitized basemap in AutoCAD.
- Permitting Drawings (30% Plans) Per US Army Corps Requirements Including:
    - Cover Sheet Including Vicinity Map
    - Site Plan
    - Existing Outfall Profile
    - Proposed Outfall Profile
    - Detail Sheet

Task 300	60% Plans

Task Description:
The Consultant will prepare 60% plans for the outfall repair for submittal to the City for their review and comment. The design will be done in coordination with Culbertson Marine, Inc.

Deliverables:
- 22" x 34" Drawings(60% Plans) Including:
    - Cover Sheet Including Vicinity Map
    - Site Plan
    - Existing Outfall Profile
    - Proposed Outfall Profile
    - Up to 3 Detail Sheets

Task 400	Final Construction Plans

Task Description:
The Consultant will incorporate the City's 60% comments and prepare final construction plans. The design will be done in coordination with Culbertson Marine, Inc.

Assist the City in negotiations with Culbertson Marine for the construction contract.

Deliverables:
- 22" x 34" Drawings (Construction Plans)

Task 500	Construction Support – Future Contract

Task Description:
- Lead pre-construction conference:
    - Prepare agenda
    - Invite stakeholders
    - Provide meeting minutes

- Pre-construction activities:
  - Check Contractor bonds
  - Check Contractor insurance
  - Check L&I records for Contractor/Subcontractor Intent to Pay Prevailing Wages
- Attend weekly construction meetings – assume a total of 6 meetings, two in Anacortes and four on the telephone
- Assist City with Contractor progress payments (assume 2 months):
  - Gather all pay notes from City / Consultant inspectors
  - Enter pay notes into Consultant proprietary Progress Payment System
  - Review progress payment for completeness / correctness
  - Send to City for review and submittal to Contractor for signature
  - Once signed, City issues check to Contractor
- Assemble materials records into project files

Deliverables:

- Contractor reference check including bonds, insurance, and Intent to Pay Prevailing Wages
- Pre-construction conference material/minutes
- Weekly meeting notes
- Contractor progress payments and documentation
- Project final records

Task 600	**Record Drawings**

Task Description:
The Consultant will prepare record drawings of the outfall repair after completion of construction. Record drawings will be prepared based on notes provided by the Contractor and Construction Inspector.

Deliverables:

- Record drawings of the completed outfall repair

City Council Agenda Bill

Meeting Date: 3/13/2017 **Agenda Item**: 5f

Subject: Resolution 1985: Special Market Condition for Purchase of Directional Drilling Equipment

Staff Contact: Fred Buckenmeyer / Steve Hoglund

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

Action Type	
	Ordinance No.
	Code Revision?
x	Resolution No. 1985
	Contract

Summary Statement: This matter was previously approved by City Council on February 13, 2017, but the machine under consideration at time was found to be inferior and in need of substantial repair and retrofit.

Background: The Public Works department has an opportunity to purchase a used directional boring machine that is used to bore holes underground to install pipe and conduit. The unit can accurately navigate underground to avoid open cuts in finished infrastructure, and accurately navigate around existing utilities already underground. The Water department frequently uses a tool for underground boring called a Mole, that is hand held and remotely operated, but it is difficult to control direction, is inaccurate, and frequently hits or gets stuck against the very objects it is intended to bore around. As the Municipal Fiber program activity increases, it is anticipated that directional boring will become even more important as new lines will be installed without cutting open or disturbing existing roads, sidewalks, and parking lots. The boring machine will support both Water and Fiber operations. Comparatives found online at a used machinery website, screen shots included in attachments. The unit being considered is owned by an authorized dealer and has been inspected and repaired; the offer includes a trailer and training.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	401.000.594.34.63
Proposed Expenditure	$75,000
Budget Amendment Required?	No
Revenue Source	

Previous Council/Committee Action: None

Competing Viewpoints Considered: The City has gotten along without the boring machine this long, there is no need to purchase this, continue to get by as you have.

Recommended Motion: I move to approve Resolution 1985 approving the special market condition purchase of the used directional boring machine.

Alternative Actions: Do not approve the purchase, keep status quo.

Attachments (listed in order presented): Resolution 1985; screen shots of comparable used boring machines.

CITY OF ANACORTES, WASHINGTON

RESOLUTION NO. 1985

A RESOLUTION of the City of Anacortes, Washington, relating to the City's acquisition of equipment: making findings pursuant to RCW 39.04.280; finding the existence of unique and special market conditions and authorizing the Finance Director, under the supervision of the Mayor, to acquire a 2005 Ditch Witch JT2020 without solicitation of bids; and, authorizing the Finance Director and Mayor to carry out this authorization.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, as follows:

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

1.1 **WHEREAS**, The City requires the services of a directional driller to carry out the functions of the Water Utility and Municipal Fiber programs, and

1.2 **WHEREAS**, The City has been offered a 2005 Ditch Witch JT2020 directional driller with SN 2Z1138, which includes a trailer that is not included with new drillers, and generally not included with used drillers, together with additional miscellaneous components for an agreed price of $75,000, plus applicable WSST, available immediately, and

1.3 **WHEREAS**, The same directional driller retails for over $200,000, and that same directional driller in model year 2013 with 2512 hours, and one in model year 2012 with 1968 hours, were noted for sale on a used equipment website for $84,000 and $89,625 respectively, and

1.4 **WHEREAS**, RCW 35A.40.210 and RCW 35.23.352 (6) & (8) require that a code city acquire personal property with a value of more than $7,500.00 by competitive bid, and

1.5 **WHEREAS**, RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements for purchases where it finds that special market conditions exist.

Section 2. Designation of Single Source Purchase. The City Council finds that the availability of the subject equipment for the price agreed upon for immediate delivery constitutes a special market condition pursuant to RCW 39.04.280, allowing the city to waive competitive bidding requirements of RCW 35.23.352 (6) & (8) and RCW 35A.40.210 and to immediately contract for the purchase of said vehicle from the vendor, DITCH WITCH NORTHWEST, Inc.

Section 3. Authority of Finance Director. The City's Finance Director is authorized, under supervision of the Mayor, to immediately proceed to purchase, without soliciting bids, 2005 Ditch Witch JT2020 directional driller with SN 2Z1138, including trailer for an agreed price of $75,000, plus applicable WSST, available immediately, and to take such actions as necessary to carry out the intent and direction of this Resolution.

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

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

[Balance of page intentionally left blank; signatures on following page]

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 13th day of March, 2017.

____
Laurie Gere, Mayor

ATTEST:

____
Steven D. Hoglund City Clerk

APPROVED AS TO FORM:

____
Darcy Swetnam, City Attorney

DITCH WITCH® NORTHWEST
A PAPÉ COMPANY

SALES ORDER

 Init. ____

REFERENCE NUMBER

BILL TO SIC Code	**SHIP TO** Name
Buyer: City of Anacortes	Address
Address: 2201 37th St.	City / State / Zip
City: Anacortes State: WA Zip: 98221	County:
County / Customer No.	Delivery Date (Est.) / Customer No.
Ph. No. / Fax No.	**P.O. NO.**

EQUIPMENT	MAKE	MODEL	EQUIP. #	TRANSACTION SALE	TRANSACTION RPO	INVENTORY NEW	INVENTORY USED	INVENTORY RENT
	Ditch Witch	JT2020 SER. # 2Z1138		☒	☐	☐	☒	☐

Description: 1 Pre Owned 2005 JT2020 Directional Drill, includes: 48 pieces of New Drill Pipe, New Beacon Housing,	$ 75,000.00
New MM5 300 gallon Mud Mixer, New Felling FT-16 electric brake Trailer.	
DW 752TKR Tracker, 752D Display, 86B Beacon.	
Attachments:	

Del'y/F.O.B.: $

AGREED PRICE $	**75,000.00**
If Tax Exempt, Provide Certificate or enter Rate Below	
Sales Tax (%)	
Total Price	$ 75,000.00
▶ Net Trade-In	< 0.00 >
Sales Tax (WA Only) (%)	
Balance Due	$ 75,000.00
Down Payment	< >
Doc Fees	
INSURANCE	
Amount to Finance	
Length of Term	
Est. PMT. W/Ins.	
Est. PMT. W/O Ins.	

TRADE YEAR ____ SERIAL # ____

MAKE ____ MODEL ____

Lienholder:

Trade In Allowance ▶ Less (Est.) Payoff ▶

BILL OF SALE: FOR TRADE-IN DESCRIBED HEREIN. WE CERTIFY THAT THERE IS NO LIEN, CLAIM, DEBT, MORTGAGE OR ENCUMBRANCE OF ANY KIND, NATURE OR DESCRIPTION AGAINST THIS PROPERTY NOW EXISTING, OF RECORD OR OTHERWISE AND THAT SAME IS FREE AND CLEAR AND IS MY/OUR SOLE AND ABSOLUTE PROPERTY EXCEPT AS NOTED ABOVE.

BUYER'S SIGNATURE: X

FINANCE ☐ FINANCED ☐ ON ACCOUNT ☐ CASH/COD

TERMS (SUBJECT TO APPROVAL): Sales Tax Not Quoted

Insurance Agent:

WARRANTY ☐ NEW BASIC (DESCRIBE) ☐ NEW EXTENDED (DESCRIBE) ☐ AS IS / NO WARRANTY ☐ USED (DESCRIBE)

This Sales Order is subject to additional terms and conditions on the reverse side of this document. The undersigned Buyer agrees that it has read and understands the terms and conditions, warranty disclaimers, and limitations of liability set out in the additional terms and conditions on the reverse side of this document and that the same are included in and are part of this Sales Order as if set forth on the face hereof.

DITCH WITCH NORTHWEST	BUYER
(Store Address) 12900 48th Ave So.	By ____ Title ____
City Tukwila State WA Zip 98168	
By	By ____ Title ____
Title J.Klinkenberg TM. Date 3/6/17	Date

 Init. ________________

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. **Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. **Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. **Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. **Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. **Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. **Laws Governing.** All orders will be governed by the laws of the State of Oregon.

7. **Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. **Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side. Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR. CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, **INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,** AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. **Rental Purchase Option.** If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. **Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. **Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. **Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

Below are screen shots of 2 used boring machines for sale of the same model, with similar hours of operation logged on the machines, on a used equipment website: www.machinerytrader.com

+7

2012 DITCH WITCH JT2020 MACH 1

This package includes the JT2020 Mach 1 drill, 400' drill stem, 2 drill heads and 1 rock drill head. Call with any questions or for more information. Financing available upon approved credit

Hours: 1,968
Horsepower: 83
Condition: Used
Stock Number: C004673

For Sale Price: USD $89,625

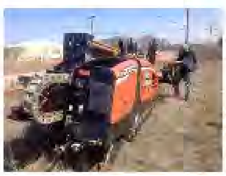
Vermeer Midwest
Chesterfield, Missouri
Phone: (314) 449-7109

Add To Watchlist

View My Watchlist

View Details

Updated: *Mon, Feb 6, 2017 7:19 AM*



2013 DITCH WITCH JT2020 MACH 1

Seller's description: Drill is in excellent condition - the pictures are current! Has the Cummins B3.3 engine that produces 83 hp and a 30 gpm mud pump. 40 sticks of Powerpipe included in a basket. All offers encouraged. Call or write for more pictures. -- All data deemed accurate but not gu...

Hours: 2,512
Condition: Used
Stock Number: 0619

For Sale Price: USD $74,999

DirecTec, LLC
Boulder, Colorado
Phone: (303) 678-4368

Add To Watchlist

View My Watchlist

View Details

Updated: *Fri, Feb 3, 2017 8:18 AM*

R Ave
R Ave
R Ave
R Ave
7th St
Ice Cream
Google

CITY OF ANACORTES
Planning and Community Development

To: Mayor Gere

From: Don Measamer, Director

cc: City Council

Date: March 9, 2017

Re: Hearing Examiner/Hearing Examiner Pro-Tempore

In response to the City of Anacortes Hearing Examiner RFP, Planning Committee members Councilmember's Ryan Walters and Brad Adams, city staff Darcy Swetnam, Libby Grage, and myself reviewed three applications on February 27, 2017. The Planning Committee selected two candidates to interview for the Hearing Examiner position for the City of Anacortes.

Having interviewed both candidates, the interview group recommends hiring Sound Law Center, Mr. Ted Hunter as Hearing Examiner and Mr. Andrew Reeves as Hearing Examiner Pro-Tempore. I have attached their Response to Hearing Examiner RFP for your review and consideration.

Thank you.

Sound Law Center
Dispute Resolution Services
www.soundlawcenter.com
(206) 628-0700

February 23, 2017

Don Measamer
Planning Director
City of Anacortes City Hall
904 6th Street
Anacortes, WA 98221

RE: Response to Hearing Examiner RFP

Dear Mr. Measamer:

We propose that Sound Law Center (SLC) be selected to serve as Hearing Examiner for the City of Anacortes. SLC would provide land use application hearings on variances and wireless communication facilities, administrative appeal hearings, code enforcement hearings, and other quasi-judicial hearings at the City's request. Ted Hunter would serve as the primary Hearing Examiner for the City with Andrew Reeves also available to conduct hearings when needed. The proven framework of SLC -- including checklists, caselaw digest, and databank of decisions -- would support each individual hearing examiner.

The attachments provide a detailed description of our qualifications and experience as hearing examiners; a summary of our method and approach to hearing examiner services; a list of references; and two sample decisions with associated invoices.

The proposed contract rate for hearing examiner services of $125 per hour is acceptable to us, as are most other contract terms, with exceptions noted on the attached page. Both Mr. Hunter and Mr. Reeves are available for an interview on March 3rd. We look forward to hearing from you.

Sincerely,

Ted Hunter

Ted Hunter, Managing Partner
Sound Law Center, LLC
4500 Ninth Avenue NE, Suite 300
Seattle, WA 98105

206-628-0700
tph@soundlawcenter.com

I. SUMMARY OF EXPERIENCE, QUALIFICATIONS & AVAILABILITY

Experience of SLC

Sound Law Center is a hearing examiner and land use dispute resolution services company focused on serving Western Washington. For over ten years, SLC has been providing its municipal clients with exceptional hearing examiner and land use dispute resolution services. Our hearing examiners are recognized as experts in the legal fields of land use, environmental, and administrative law. Our decisions are informative, cogent, and legally defensible. We pride ourselves on our professionalism, the poise of our hearing examiners, and the timeliness of our readable and legally defensible decisions.

We currently serve over 20 jurisdictions in Western Washington, including: Arlington, Beaux Arts, Bremerton, Burien, Clallam County, Des Moines, Granite Falls, Hunts Point, Issaquah, Kent, Lacey, Lake Stevens, Langley, Medina, Mukilteo, Ocean Shores, Port Orchard, Snohomish, Tumwater, and Yarrow Point. Examples of the types of matters we have heard and decided in these jurisdictions over the last ten years include:

ZONING & LAND USE APPLICATIONS
Conditional Use Permits
Critical Area Permits
Critical Area Variances
Variances
Reasonable Use Exceptions
Wireless Communication Facility Permits
Residential Cluster Developments
Preliminary Plats
Proposed Development Agreements
Final Plat Alternations
Rezones
SHORELINE MANAGEMENT ACT DECISIONS
Substantial Shoreline Development Permits
Conditional Shoreline Development Permits
Shoreline Variances
ADMINISTRATIVE APPEAL DECISIONS
SEPA appeals
Building Permit Appeals
Administrative Interpretation Appeals
Tree Removal Permit Appeals
CODE ENFORCEMENT HEARINGS & DECISIONS
Orders and Penalties
Findings, Conclusions and Decisions
OTHER HEARINGS & DECISIONS
LID Hearings
Dangerous Dog Matters
Police Forfeitures

Mr. Reeves

Andrew Reeves joined Sound Law Center as a Hearing Examiner and its Chief Legal Writer after serving as a judicial clerk at Division II of the Washington State Court of Appeals for approximately three years. In his years at the Court, Mr. Reeves worked on over 100 appellate decisions, including complex decisions on SEPA appeals, LID appeals, tax appeals, and Growth Management Hearings Board appeals. Prior to that, he was the Sol Resnick Water Resources Fellow at the University of Arizona, where he graduated from law school with honors, and a fellow with the Rocky Mountain Mineral Law Foundation. He is experienced in land use and environmental law and regularly publishes and teaches CLEs on these subjects. Since joining SLC, Mr. Reeves has helped write decisions on over 100 land use, environmental, and administrative law issues, including: SEPA appeals, variances and conditional uses, Shoreline Management Act permits and appeals, preliminary plats, wireless communication facility permits, city staff administrative appeals, and code enforcement appeals. He has also served as the primary Hearing Examiner for Clallam County, Kent, Lake Stevens, and Tumwater and has appeared as a Hearing Examiner in multiple other jurisdictions including Beaux Arts, Des Moines, Hunts Point, Issaquah, Lacey, Medina, Port Orchard, and Yarrow Point.

If the City of Anacortes selects SLC to provide hearing examiner services, Ted Hunter would serve as the primary Hearing Examiner with Mr. Reeves available to provide hearing examiner services if needed.

<u>Availability</u>

The SLC team consists of skilled individuals including hearing officers, legal writers, and research attorneys. We are available immediately to provide high quality Hearing Examiner services to the City of Anacortes, including day and evening hearings. One critical aspect of availability is the ability to get decisions out on time. It is extremely important to avoid delays when deciding land use applications and appeals. State and federal courts have made it clear that municipalities may be held liable for costs caused by unreasonable delays and other violations of procedural due process. Sound Law Center carefully adheres to due process requirements, and provides legally defensible decisions.[1]

State law requires that Hearing Examiner decisions be issued within ten working days of the close of the public hearings on an application. We always meet this deadline. *We have never missed a deadline for issuance of a decision.* There are several reasons for this record. Our firm focuses its practice exclusively on providing land use hearing examiner, training, and dispute resolution services to cities. As a result, we are not distracted by lengthy trials or other legal work as is true at municipal and other law firms.

[1] We produce over 150 decisions each year for several jurisdictions, always on time. Less than one percent has ever been appealed and no reported case has reversed us on appeal. This record translates to a significant cost savings for our jurisdictions, as they do not have to pay legal defense costs to defend our decisions.

II. METHOD & APPROACH TO HEARING EXAMINER SERVICES

Method & Approach

The purpose of the Hearing Examiner system is to provide an objective review of the facts of a land use application or appeal through an expeditious process that affords procedural due process and fundamental fairness. In order to develop the record necessary to make a decision, it is imperative that all interested persons be encouraged to present all relevant facts at hearings through oral or written testimony. The Examiner facilitates this process by creating an atmosphere that is courteous to witnesses and acknowledges their opinions.

We at SLC are successful in meeting the goals of the Hearing Examiner system. We are unbiased, fair, and respectful while being acutely aware of the exposure of municipalities to legal liability in all land use decision-making. Recent court decisions have made it clear that damages will be assessed if a jurisdiction does not follow appropriate decision-making procedures. We adhere to legal requirements of procedural due process and help prevent exposure to liability.

Our skills have developed through many years of land use and environmental law practice. We take full responsibility for the legal accuracy of our decisions. Our decisions are written in plain English and are drafted to communicate simply and effectively. We work efficiently under time pressure and consistently meet deadlines. We work closely and efficiently with Hearing Examiner administrative staff in the jurisdictions we serve.

The typical tasks involved in preparing for and conducting a hearing include a review of the file prior to the hearing; conducting the hearing; and preparing findings, conclusions and decisions. Each step of this process is critical to the desired outcome of a cogent, clear, and legally defensible decision.

SLC uses a checklist approach for each step in the hearing process. For example, we prepare for each hearing by checking our pre-hearing checklist to see that all information needed at the hearing is or will be made available. We conduct the hearing by checking our hearing checklist to make certain all information needed to make a decision is gathered during the hearing and that we have adhered to the requirements of procedural due process and the appearance of fairness doctrine. We write our decisions by checking our decision checklist to make certain all decisions are understandable, legally defensible, and consistent with applicable laws.

We constantly strive to improve the efficiency of the services we provide. With administrative appeals, for example, we have found that issuing pre-hearing orders considerably improves the process. These orders succinctly define the issues that are

III. PROFESSIONAL REFERENCES

We hereby consent to contacting the following individuals with respect to our professional performance as Hearing Examiners for the jurisdictions identified as they are familiar with all aspects of our work as Hearing Examiners, and likewise consent to the release of any relevant information:

For Ted Hunter

Roger Lubovich, City Attorney
City of Bremerton
360-473-2345
roger.lubovich@ci.bremerton.wa.us

Rick Walk, Planning Director
City of Lacey
360-473-2345
rwalk@ci.lacey.wa.us

Owen Dennison, Planning Director
Town of Coupeville
360-678-4461
planner@townofcoupeville.org

For Andrew Reeves

Russ Wright, Planning Director
Planning & Community Development
City of Lake Stevens
425-212-3315
rwright@lakestevenswa.gov

Robert Grumbach, Director
Development Services Department
City of Medina
425-233-6416
rgrumbach@medina-wa.gov

Chris Carlson, Permit Manager
Community Development Department
City of Tumwater
360-754-4180
ccarlson@ci.tumwater.wa.us

BEFORE THE HEARING EXAMINER
FOR THE CITY OF MEDINA

In the Matter of the Application of	)	No. PL-15-021
	)	
	)	
Gibran Hashmi, Glotel, Inc.,	)	St. Thomas Episcopal Church Wireless
on behalf of AT&T Mobility	)	Communication Facility Modification
	)	
For a Special Use Permit to Modify an	)	**FINDINGS, CONCLUSIONS,**
Existing Wireless Communication Facility	)	**AND DECISION**

SUMMARY OF DECISION

The request for a Special Use Permit to modify an existing wireless communication facility, under Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (hereinafter Section 6409(a)), by replacing three existing antennas, replacing the existing screening canister, and adding a new equipment cabinet and other equipment within an existing equipment housing structure, at 8398 NE 12th Street, is **APPROVED**. Conditions are necessary to address specific impacts of the proposal.

SUMMARY OF RECORD

Hearing Date:
The City of Medina Hearing Examiner held an open record hearing on the request on November 4, 2015.

Testimony:
The following individuals presented testimony under oath at the open record hearing:

Cristina Haworth, City Planning Consultant
Robert Grumbach, City Development Services Director
Gibran Hashmi, Glotel, Inc., Applicant Representative
Ken Lyons

Exhibits:
The following exhibits were admitted into the record:

1. Staff Report, dated October 28, 2015
2. Owner's Declaration of Agency, dated August 19, 2015
3. Legal Notices:
    a. Notice of Complete Application, dated October 1, 2015
    b. Declaration of Mailing, dated October 6, 2015, with attached copy of Notice of Application & Public Hearing; Declaration of Posting, dated October 6, 2015

new equipment cabinet within an existing structure housing the facility's equipment cabinets.[2] *Exhibit 1, Staff Report, pages 1, 7, and 8; Exhibit 5; Exhibit 6; Exhibit 10.*

2. The City of Medina (City) determined the application was complete on October 1, 2015. On October 6, 2015, the City posted the Notice of Application and Public Hearing at public notice locations and at two locations within 300 feet of the subject property. That same day, the City also mailed the Notice of Application and Public Hearing to owners of property within 300 feet of the property and agencies with jurisdiction, and published notice in *The Seattle Times.* After the open record public hearing associated with the application was rescheduled, the City posted and mailed a Revised Notice of Application and Public Hearing on October 15, 2015. The City received no comments in response to its notice materials. *Exhibit 1, Staff Report, pages 2 and 3; Exhibit 3.*

<u>State Environmental Policy Act</u>

3. The City determined that the proposed modification to the existing wireless communication facility (WCF) would not substantially change the physical dimensions of the existing facility and is therefore exempt from review under the State Environmental Policy Act (SEPA), Chapter 43.21C Revised Code of Washington (RCW), by Washington Administrative Code (WAC) 197-11-800(25)(a)(i). *Exhibit 1, Staff Report, page 1.*

<u>Background</u>

4. The property is a large, relatively flat lot that is fully developed with a church and elementary school, parking, and some landscaping, and is owned by St. Thomas Episcopal Church. The property is cleared, with a vegetative buffer along the west side of the lot and along portions of the north, south, and east sides. A WCF has existed on-site since 1996.[3] The existing WCF is located at the northeast corner of the lot and includes six internal antennas, located within an existing 2-foot by 4-inch canister on top of a steel light pole, and 10 equipment cabinets, with other miscellaneous equipment housed in an equipment housing structure. The total height of the light pole structure is currently 35 feet. The Applicant would remove the existing canister and replace it with a 2-foot by 8-inch canister placed on top of the same steel light pole. Three existing antennas within the canister would be replaced with three new antennas equipped with amplifiers. Within the equipment housing facility, the Applicant would add a new equipment cabinet stacked on top of an existing cabinet and mount additional equipment to a utility rack that would be extended. The Applicant would also replace two existing cabinets with new equipment and batteries. These modifications would not add any

[2] The property is identified by Tax Assessor's Parcel No. 2425049106. A legal description of the subject property is included with the site plans (Sheet T-1). *Exhibit 6.*

[3] In 1996, the City granted a Special Use Permit to construct a WCF on-site. AT&T Mobility later obtained a non-administrative SUP in 2013 to replace the existing WCF with the facility currently being modified. *Exhibit 12.*

. . .

> (ii) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
> (iii) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;
> (iv) It entails any excavation or deployment outside the current site;
> (v) It would defeat the concealment elements of the eligible support structure; or
> (vi) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in [(i) through (iv) above].

47 CFR §1.40001(b)(7).

7. The FCC regulations also state,

> When an applicant asserts in writing that a request for modification is covered by this section, a State or local government may require the applicant to provide documentation or information only to the extent reasonably related to determining whether the request meets the requirements of this section. A State or local government may not require an applicant to submit any other documentation, including but not limited to documentation intended to illustrate the need for such wireless facilities or to justify the business decision to modify such wireless facilities.

47 CFR § 1.40001(c)(1).

8. The Applicant submitted materials with its SUP application suggesting that the proposal meets the requirements for consideration under Section 6409(a). Specifically, these documents indicate that: the new and replacement equipment would not involve a height increase to the WCF, project from the existing structure by more than six feet, involve installation of more than four new equipment cabinets, involve excavation or deployment outside the current site, defeat existing concealment elements, or cause the WCF to

wireless code involve the City's authority to require the application to comply with generally applicable building, structural, electrical, and safety codes or with other laws codifying objective standards reasonably related to protecting health and safety. Ms. Haworth acknowledged that, were the Hearing Examiner to determine that the proposal is not eligible as a minor modification to an existing WCF under Section 6409(a), it would have to comply with all of the applicable requirements of Chapter 20.37 MMC to receive an SUP. The City, however, did not specifically review whether the proposal would comply without being eligible under Section 6409(a). Ms. Haworth testified that, if the Hearing Examiner determines the proposal is eligible under Section 6409(a), City staff believes the proposal would comply with the sections of the City's wireless code that are not preempted or modified by Section 6409(a). *Testimony of Ms. Haworth.*

14. Applicant Representative Gibran Hashmi testified that, originally, the Applicant applied for a building permit, believing the City could make an administrative determination on whether the proposal would be eligible under Section 6409(a). After consultation with the City, however, the Applicant agreed to apply for an SUP and have the application go through the City's Hearing Examiner and the public hearing process. Mr. Hashmi noted that, because this process is new and jurisdictions are handling the process differently, the Applicant has no issue with deferring to the City's preferred procedural process for approval of minor modifications to WCFs under Section 6409(a). Mr. Hashmi believes the Applicant could meet the requirements for an SUP under Chapter 20.37 MMC—as was thoroughly addressed in the Applicant's project narrative (Exhibit 5)—but stressed that the application is eligible for treatment under Section 6409(a). Mr. Hashmi then explained why the application meets the eligibility requirements under Section 6409(a) and meets the requirements under Chapter 20.37 MMC that are not preempted or modified by Section 6409(a). *Testimony of Mr. Hashmi.*

15. Ken Lyons, a consultant working on the Applicant's behalf, explained that under the new FCC rules there are limits as to what a jurisdiction can ask for if a proposal is eligible under Section 6409(a). For instance, some jurisdictions request that an applicant submit a non-ionizing electromagnetic radiation report because this arguably relates to the health and safety of the general public. Mr. Lyons noted the Applicant had no issue with submitting such a report here because it wants Medina residents to know that the proposal meets requirements related to health, safety, and welfare. Jurisdictions may not request other types of documents that are typically associated with WCFs, however, when a proposal is eligible under Section 6409(a). For instance, jurisdictions may not require a "needs" analysis showing coverage deficiencies if a proposal is eligible under Section 6409(a). Mr. Lyons further explained that the FCC rules do not exempt carriers from having to obtain a permit if the City requires one and that the federal rules do not specify what process a local government must use to address Section 6409(a)-eligible proposals. He noted that, although the Applicant did apply for an SUP because the City asked them to, it always intended this application to be addressed under Section 6409(a). Mr. Lyons suggested that some jurisdictions have prepared supplemental application checklists

Conclusions Based on Findings

1. **The proposal is subject to Section 6409(a) and the new FCC regulations.** The proposal involves minor modifications to an existing WCF. The proposal would not "substantially change the physical dimensions" of the existing facility: the replacement antennas and amplifiers would be located within a new shrouding canister that is only 4-inches in diameter larger than the current canister and would not increase the 35-foot height of the current street pole structure; the new equipment proposed inside the on-site equipment housing facility (including the additional equipment cabinet) would not increase the height or footprint of the existing equipment housing facility; no new excavation is proposed; the existing concealment techniques previously approved by the City Hearing Examiner would continue to be used, and the new shrouding canister would provide camouflage for the antennas in a manner consistent with the previous canister; and the proposal is consistent with the City's original conditions of approval for the facility.

   Neither Section 6409(a) nor the new FCC regulations provide specific guidance on how jurisdictions should handle proposals that are eligible for consideration as minor modifications to existing WCFs. This creates the potential for some confusion because different jurisdictions handle these proposals differently. Upon reflection and further consideration, the Hearing Examiner believes that the City of Medina's approach to these applications is appropriate. By using the Hearing Examiner process, the City ensures that the public is aware of project proposals and has the opportunity to provide input. This process also allows the Hearing Examiner to ensure that the proposal complies with sections of the City's wireless code that are not preempted or modified by Section 6409(a) and the FCC regulations.

   In the future, however, the City may wish to have the Development Services Director make an initial administrative determination as to whether an application is applicable for eligibility under Section 6409(a) prior to bringing the proposal to hearing under the SUP process. That way, should an applicant wish to appeal the Director's determination (in the case of denial), it could do so immediately without having to await a public hearing before the Heairng Examiner. *Findings 1, 3 – 17.*

2. **With conditions, the proposal would comply with generally applicable building, structural, electrical, and safety codes and with other laws codifying objective standards reasonably related to protecting health and safety.** The City provided reasonable notice of the application and received no public comments on the proposal. The proposal would comply with all applicable building and safety codes, and would not have any detrimental impacts to public health and safety. The facility is already existing, and the new antennas and replacement equipment would be appropriately shrouded and screened. Conditions are necessary to ensure that the proposal complies with the submitted scope of work and designs; that the Applicant obtain all permits and approvals generally applicable to building, structural, electrical, and safety codes; that the Applicant maintain camouflaging of the WCF consistent with submitted drawings; and that the

Date	Invoice #
12/2/2015	1795

Bill To
Accounts Payable/Planning City of Medina 8398 NE 12th St, Unit A PO Box 144 Medina, WA 98039

Description	Hours	Rate	Amount
Professional hearing examiner activities including preparation for hearing; presiding at hearing; preparation of draft findings and conclusions, editing and preparing final decision, and providing additional guidance on Section 6409(a) in the following matter:			
AT&T Mobile SUP (St. Thomas), No. PL 15-01 (complete):			
TPH = 5.3 hours x $175	5.3	175.00	927.50
AR/NS = 14.5 hours x $140	14.5	140.00	2,030.00

Payment Mailing Address: Sound Law Center, 4500 Ninth Ave NE Suite 323, Seattle WA 98105. SLC endeavors to provide more in value to our clients than the cost of our services. If you feel we should adjust our invoice up or down, call or email. Thank you.	**Total**	$2,957.50

6. SEPA Categorical Exemption Determination, dated October 24, 2016
7. Critical Area Report and Buffer Mitigation Plan, Wetland Resources, Inc., dated August 10, 2016
8. Letter from Dillon Roth to Patrick McCourt, dated September 16, 2016
9. Response letter from Patrick McCourt to Dillon Roth, dated September 16, 2016
10. Draft Native Growth Protection Area Easement, undated
11. Staff Report, dated November 2, 2016

The Hearing Examiner enters the following Findings and Conclusions based upon the testimony and exhibits admitted at the open record hearing:

FINDINGS

Application and Notice

1. Patrick McCourt, on behalf of Kevin St. John (Applicant), requests a variance to reduce the front yard setback for a proposed home off the west side of Stitch Road from 25 feet to 10 feet.[1] Reducing the front yard setback would allow the Applicant to construct a home on the irregularly shaped, 0.64-acre parcel while reducing impacts to an adjacent wetland buffer associated with Stitch Lake to the west of the property. The Applicant also requests an administrative reasonable use exception (RUEX) to allow construction of the home within the required 95-foot wetland buffer. Due to the location of the Stitch Lake wetland system, the required buffer and building setbacks encumber nearly the entire parcel, reducing the usable area of the property to approximately 812 square feet, or 3 percent of the total parcel area. To mitigate impacts from building within the wetland buffer, the Applicant would enhance 5,240 square feet of the existing wetland buffer with native trees and shrubs, remove invasive species, and permanently protect the enhanced buffer and wetland within a Native Growth Protection Area (NGPA). With approval of the variance and RUEX requests, the Applicant would be able to build a residence on-site comparable to other homes in the area while leaving over 80 percent of the site undeveloped or restored. *Exhibit 1; Exhibit 2; Exhibit 4; Exhibit 10; Exhibit 11, Staff Report, pages 1 through 4.*

2. The City of Lake Stevens (City) deemed the application complete on September 2, 2016. City Associate Planner Dillon Roth testified that the City provided notice of the application, as required by Lake Stevens Municipal Code (LSMC) 14.16B.315, by posting notice on the property, at City Hall, the Planning Department, and on its website on September 14, 2016. Mr. Roth stated that, on the same day, the City also published notice of the application in the *Everett Herald*, and mailed notice of the application to

[1] The property is identified by Tax Assessor Parcel No. 29061900101200. A legal description of the property is included with the application materials. The property is currently undeveloped and has not yet been assigned an address but is generally located west of 718 Stitch Road. *Exhibit 1; Exhibit 4; Exhibit 11, Staff Report, page 2.*

City adopted the WR-4 zoning district to accommodate single-family, detached residential uses at medium densities in areas adjacent to Lake Stevens and served by public water and sewer facilities. *Lake Stevens Municipal Code (LSMC) 14.36.010.* Single-family detached homes are an allowed use in the WR-4 zone. *LSMC Table 14.48.I.* Property to the north and east is also zoned WR-4; properties to the south and west are zoned Suburban Residential (SR). The properties to the south, east, and west are developed with residential uses, and property to the north remains undeveloped. *Exhibit 11, Staff Report, page 2.*

7. The minimum lot size in the WR-4 zone is 9,600 square feet, and any buildings must be set back at least 5 feet from all lot lines. *LSMC Table 14.48-I.* The maximum building height in the WR-4 zone is 35 feet. *LSMC Table 14.48-I.* Because the site is adjacent to a Category II wetland, LSMC 14.88.830 requires a standard buffer of 95 feet, with an additional 10-foot building setback. The code also requires a 25-foot setback from the right-of-way abutting the front yard. *LSMC Table 14.48-I.* The net developable area of the property is only 812 square feet, or approximately 3 percent of the total parcel area, when accounting for all buffer requirements and setbacks. By reducing the required front yard setback to 10 feet, with a variance, and allowing construction within the easternmost portion of the required 95-foot wetland buffer, the Applicant would be able to construct a home on the property comparable to other residences in the area. *Exhibit 1; Exhibit 4; Exhibit 11, Staff Report, pages 2 and 3.*

<u>Variance</u>

8. A variance is a mechanism by which the City may grant relief to a particular piece of property where practical difficulty renders compliance with the provisions of the land use code an unnecessary hardship, where the hardship is a result of the physical characteristics of the subject property, and where the purpose of the land use code and of the Comprehensive Plan can be fulfilled. *LSMC 14.16C.115.* As noted above, the LSMC permits detached single-family residences in the WR-4 zone. *LSMC Table 14.48.I.*

9. The Applicant has attempted to limit the building footprint and envelope in designing the project in order to minimize impacts to critical areas and buffers on-site. Allowing a 10-foot front yard setback would allow the home to be sited further east of the Stitch Lake wetland system and its required buffer, reducing critical areas impacts. *Exhibit 1; Exhibit 2; Exhibit 4; Exhibit 11, Staff Report, pages 3 and 4.*

10. The need for the variance arises from the topography of the parcel and its location abutting the Stitch Lake wetland system: neither the Applicant nor the previous owners of the property contributed to the need for a variance. *Exhibit 11, Staff Report, page 3.*

<u>Administrative Reasonable Use Exception</u>

11. The City uses the administrative reasonable use exception process as a mechanism to

Testimony of Ms. Heath; Testimony of Mr. Roth; Testimony of Mr. McCourt.

Staff Recommendation

15. Mr. Roth testified that City staff recommends approval of the proposal, with conditions. The conditions would ensure that the Applicant adheres to the site plan included with the application, complies with the revised Critical Area Report and Buffer Mitigation Plan, records an NGPA easement that includes the on-site wetland and buffer enhancement areas, installs an NGPA sign and fence adjacent to the enhanced wetland buffer, dedicates 5 feet for the right-of-way on Stitch Road, and complies with all relevant ordinances, statutes, and regulations. Mr. McCourt testified that the Applicant understands and agrees with the City's proposed conditions. *Exhibit 11, Staff Report, pages 6 and 7; Testimony of Mr. Roth; Testimony of Mr. McCourt.*

CONCLUSIONS

Jurisdiction

The Hearing Examiner has jurisdiction to hear and decide applications for a variance under LSMC 2.48.030, 14.16B.305, and 14.16C.115. The Hearing Examiner has jurisdiction to decide administrative reasonable use exception permits where, like here, a permit application requiring a decision by the Hearing Examiner is submitted together with the request for the RUEX. *LSMC 14.16C.015(b)(2).* The Hearing Examiner shall approve a project, or approve with modifications, if the Applicant has demonstrated that the proposal complies with the applicable decision criteria of the municipal code. *LSMC 14.16B.350(a); LSMC 14.16C.115(d).* The Applicant carries the burden of proof and must demonstrate that a preponderance of the evidence supports the conclusion that the application merits approval or approval with modifications. In all other cases, the Hearing Examiner shall deny the application. *LSMC 14.16B.350(a).*

Criteria for Review

Variance

The Hearing Examiner may grant a variance when all of the following criteria are met:

(1) The requested use is permitted in the zone in which the property is located;

(2) If the applicant complies strictly with the provisions of [Title 14 LSMC], the applicant can make no reasonable use of his [or her] property;

(3) There are special circumstances applicable to the subject property or intended use, such as the size, shape, topography, location or surroundings, that do not apply generally to other properties or classes of use in that same vicinity and zone;

(4) The hardship relates to the applicant's land, rather than personal circumstances;

(5) The spirit of the standard from which a variance is requested is reasonably maintained, and the granting of a variance will not constitute a grant of

Conclusions Based on Findings

1. **With conditions, the proposal would satisfy the variance approval criteria in LSMC 14.16C.115(c).** The City provided reasonable notice of the variance application and the associated public hearing, as well as reasonable opportunity to comment on the application. Single-family detached residential homes are permitted in the WR-4 zone. The Applicant has designed the proposal to avoid impacts to wetland buffers on the property, where possible. Compliance with the 25-foot front yard setback requirement of the code would require the Applicant to further disturb the required 95-foot wetland buffer and associated 10-foot building setback on the property. The variance request is therefore necessitated by on-site conditions. Allowing a 10-foot front yard setback permits a home to be built on the property while reducing impacts to critical areas and buffers. The need for a variance is not the result of either the Applicant's or the previous property owner's actions because the need arises from site topography. Other properties in the area are developed with single-family residences and, thus, granting the variance would not constitute a grant of special privilege.

   Conditions are necessary to ensure that the Applicant adheres to the site plan included with the application, complies with the revised Critical Area Report and Buffer Mitigation Plan, records an NGPA easement that includes the on-site wetland and buffer enhancement areas, installs an NGPA sign and fence adjacent to the enhanced wetland buffer, dedicates 5 feet for the right-of-way on Stitch Road, and complies with all relevant ordinances, statutes, and regulations. *Findings 1 – 15.*

2. **With conditions, the proposed project would satisfy the criteria for RUEX approval in LSMC 14.88.310.** The proposed project would be consistent with City Comprehensive Plan goals and all applicable requirements of Title 14 LSMC. The Applicant has sought a RUEX to allow construction of a home within the 95-foot buffer associated with the Stitch Lake wetland system. The proposed project would comply with minimum lot size and lot coverage requirements of the WR-4 zone. Apart from the reduced front yard setback, the proposal would comply with all other setback requirements. The Applicant has designed the project to minimize disturbance of the on-site wetland buffer. Due to the location of the Stitch Lake wetland system, the required buffer and building setbacks encumber nearly the entire parcel, reducing the usable area of the property to approximately 812 square feet, or 3 percent of the total parcel area. To mitigate impacts from building within the wetland buffer, the Applicant would enhance 5,240 square feet of the existing wetland buffer with native trees and shrubs, remove invasive species, and permanently protect the enhanced buffer within an NGPA. If approved, the Applicant would be able to build a residence on-site comparable to other homes in the area while leaving over 80 percent of the site undeveloped or restored.

   Conditions are necessary to ensure that the Applicant adheres to the site plan included with the application, complies with the revised Critical Area Report and Buffer

Date	Invoice #
12/1/2016	1912

Bill To
Accounts Payable/Planning City of Lake Stevens Post Office Box 257 Lake Stevens, WA 98258

Description	Hours	Rate	Amount
Professional hearing examiner activities including preparation for hearings; site visits; presiding at hearings; preparation of draft findings and conclusions; review of documents and testimony for preparation of final decisions; editing final decisions; and delivery of final decisions in the following matters:			
Tyler Preliminary Plat Subdivision, No. LUA 2016-0117 (complete): Flat Fee Per Contract		2,000.00	2,000.00
St. John Variance and Reasonable Use Exception, No. LUA 2016-0118 (complete): Flat Fee Per Contract (Two Decisions)		2,600.00	2,600.00

Payment Mailing Address: Sound Law Center, 4500 Ninth Ave NE Suite 323, Seattle WA 98105. SLC endeavors to provide more in value to our clients than the cost of our services. If you feel we should adjust our invoice up or down, call or email. Thank you.	**Total**	$4,600.00

City Council Agenda Bill

Meeting Date: 3/13/2017 **Agenda Item**: 7e

Subject: Stormwater Utility Monthly User Fee Rate and Code Update

Staff Contact: Fred Buckenmeyer

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

Action Type	
X	Ordinance No. 2979
X	Code Revision? Yes
X	Resolution No. 1963
	Contract
	Public Hearing
	Staff Report

Summary Statement: The proposed ordinance would update City code related to the stormwater utility and the related resolution would increase rates to fund permit obligations, operations and maintenance, and capital improvements.

Background: Several different variations of stormwater fee structures have been discussed with the Public Works Committee (PWC) and with the full Council. This structure, which was discussed with the PWC on March 6, 2017, goes into effect on January 1, 2018, defines an Impervious Surface Unit (ISU) as 3600 square feet, begins with a $4.00 per month increase in per ISU, and phases in the fees in the HM and LM1 zones over a 12 year period.

Previous Council/Committee Action: Council has not taken previous action on this matter. The stormwater utility rate structure was discussed at the May 24, 2016 special City Council meeting regarding the City Comprehensive Plan Capital Facilities Element, at the July 20, 2016, February 6 and 13, 2017 City Council meetings, and has been the topic of discussion at several Public Works Committee meetings.

Competing Viewpoints Considered: The "do nothing" option would result in stormwater utility expenditures continuing to exceed revenues. Changing rates to something other than what is proposed would either decrease or increase the amount of money available for the stormwater utility.

Recommended Motion: I move to approve Ordinance 2979 to update City code related to stormwater utilities and approve Resolution 1963 to increase stormwater utility rates.

Alternative Actions: To not approve the proposed ordinance and resolution and keep the rates as they are or change the rates to something different.

Attachments: Proposed Ordinance 2979 and proposed Resolution 1963.

ORDINANCE NO. 2979

AN ORDINANCE AMENDING CHAPTER 13.10 OF THE ANACORTES MUNICIPAL CODE TO REMOVE STORM WATER RATES AND DEFINE IMPERVIOUS SURFACE UNITS

WHEREAS, The City of Anacortes' Stormwater utility operation and maintenance (O&M) expenses currently exceed revenues, even with no capital investment. Increasing Stormwater NPDES permit requirements will increase required O&M efforts. Even without capital expenditures, a rate increase is required to provide a balanced budget.

WHEREAS, Current City code includes stormwater rates, and as with current practice, these rates will be hereafter adopted by resolution, therefore the City code must be updated to remove the rate language.

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

Section 1. AMC Chapter 13.10.020 is hereby amended to read in its entirety as follows:

13.10.020 - System of charges.

A. There is imposed a system of charges on each developed parcel of real property within the city to operate the stormwater program. The charges are deemed reasonable and necessary to fund administration, planning, design, construction, operation, maintenance, repair, improvement and replacement of all existing and future storm and surface water facilities, including the accumulation of reserves and the retirement of any associated debt.

B. The following charges are established for all developed parcels of real property in the city. The charges for all such parcels shall be computed by multiplying the basic charge for each impervious surface unit (ISU) times the total number of ISUs per parcel. ISUs shall be measured for rate of computation purposes to the nearest one-tenth of an ISU. The minimum charge shall be based on one ISU for a general facility charge or monthly user fee.

1. General Facilities Charge. A one-time charge per ISU for new development for the planning, design, and construction of capital improvements associated with the City stormwater drainage system and facilities.

2. Monthly User Fee. The minimum monthly fee shall fund the operation, maintenance and administration of the City stormwater utility.

3. Single-Family and Duplex Residential Parcels. The charge shall be based on one ISU per month for each single-family or duplex residential parcel.

4. Undeveloped Parcels. Undeveloped parcels shall not be assessed a GFC or monthly user fee.

5. Other Parcels (Commercial, Industrial, and Multi-family). The charge for all parcels, except single-family or duplex residential parcels and undeveloped parcels, shall be based upon the total amount of impervious area as expressed in ISUs.

C. All storm rates and fees referenced in this code chapter will be passed by council resolution.

Section 2. AMC Chapter 13.10.010 E. is hereby amended to read in its entirety as follows:

E. "Equivalent residential unit (ERU)" or "Impervious surface unit (ISU)" means a configuration of impervious which is approximately equal to that of the average single-family residential parcel. One ERU or ISU is equivalent to three thousand six hundred square feet of impervious surface area.

Section 3. This ordinance shall take effect five (5) days from and after its passage, approval and publication in the manner required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Anacortes, Washington, this 13th day of March, 2017 at a regular open public meeting thereof.

AYES_____ NAYS______ ABSENT______

CITY OF ANACORTES:

BY: ________________________________
LAURIE M. GERE, MAYOR

ATTEST:

____
Steve D. Hoglund
City Clerk Treasurer

APPROVED AS TO FORM:

____
Darcy J. Swetnam, WSBA # 40530
City Attorney

RESOLUTION NO 1963

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES ESTABLISHING A UNIFIED FEE SCHEDULE FOR UTILITY FEES AND CHARGES

WHEREAS, the Anacortes City Council is empowered by City code to pass fees for the utilities by resolution; and

WHEREAS, On January 1st of each year, the fees and charges for water set out in this resolution shall be indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton—All Urban Wage Earners (CPI-U) for the previous October, or other comparable index if not published. The treasurer shall adjust the fees and publish them each December to take effect on all goods and services delivered or contracted after the beginning of each year. In no event shall the change in rates be less than zero percent in any given year. Unit prices and all other charges shall be to the nearest cent.

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

Section 1.

1. Attachment A hereto is hereby adopted, replacing all previously adopted versions.
2. In addition to the rates set forth in attachment A there shall be charged an additional amount equal to the amount of any tax levy for the utility, which amount shall be part of the total bill payable by the customer.

Section 2. This resolution shall take effect for utility charges incurred on and after February 1st 2017.

PASSED and APPROVED on this 13th day of March, 2017.

AYES____ NAYS_____ ABSENT_____

CITY OF ANACORTES:

BY: ______________________________
LAURIE M. GERE, MAYOR

ATTEST:

____
Steve D. Hoglund
City Clerk Treasurer

APPROVED AS TO FORM:

____
Darcy J. Swetnam, WSBA # 40530
City Attorney

Regular water rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2015-October 2016 2.436%

Contractual Rates adjusted based on adopted budget for 2017 and 2016 consumption, will be updated when 2016 consumption is available

Residential and Commercial Rates also increased by 18% for 2017 based on FCS Rate Study.

Water Residential and Commercial Charges

	Rates Effective 4/1/2016		Rates Effective 1/1/2017	
Monthly Fixed Charge				
Meter Size (Inches)	**Residential**	**Commercial**	**Residential**	**Commercial**
5/8 × ¾	$ 13.66	$ 20.49	$ 16.51	$ 24.77
¾	$ 13.66	$ 20.49	$ 16.51	$ 24.77
1	$ 22.82	$ 34.22	$ 27.58	$ 41.36
1½	$ 45.49	$ 68.24	$ 54.99	$ 82.48
2	$ 72.82	$ 109.23	$ 88.02	$ 132.03
3		$ 218.46		$ 264.06
4		$ 341.42		$ 412.69
6		$ 683.04		$ 825.62
8		$ 1,092.90		$ 1,321.04
Monthly Consumption Charge				
	Residential	**Commercial**	**Residential**	**Commercial**
All consumption per cubic foot	$ 0.015180	$ 0.022770	$ 0.018349	$ 0.027523
All consumption per gallon*	$ 0.002029	$ 0.003044	$ 0.002453	$ 0.003679

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

Water General Facilities Charges~

Meter Size (Inches)	GFC In-City	Including taxes & fees	GFC In-City	Including taxes & fees
5/8 × ¾	$ 2,639.40	$ 3,942.87	$ 2,703.69	$ 4,038.91
1	$ 3,563.19	$ 4,983.66	$ 3,649.99	$ 5,105.05
1½	$ 7,126.37	$ 8,998.16	$ 7,299.96	$ 9,217.34
2	$ 11,402.19	$ 13,815.56	$ 11,679.94	$ 14,152.09
3	$ 22,804.39	$ 26,661.95	$ 23,359.88	$ 27,311.41
4	$ 35,631.86	$ 41,114.14	$ 36,499.82	$ 42,115.64
6	$ 71,263.72	$ 81,259.12	$ 72,999.64	$ 83,238.51
8	$ 114,021.95	$ 129,433.10	$ 116,799.41	$ 132,585.96
10	$ 163,906.55	$ 185,636.07	$ 167,899.15	$ 190,157.98

~ GFC Rate includes meter installation fees. If installation costs exceed current installation fee, additional fees will be assessed.

Water Agriculture Irrigation*

Agriculture Meter (double check) deposit	$ 354.20		$ 362.83	
Agriculture Consumption Rate	$ 231.83	Per Million Gallons	$ 231.83	Per Million Gallons

*Agriculture water charged for variable rate only, fixed costs of water system not included

Water Additional Fees

Meter Installation Fee, up to 1"	$ 860.21		$ 881.16	
Including taxes	$ 969.16		$ 992.76	
Meter Installation Fee deposit, greater than 1"	$ 860.21	towards install cost	$ 881.16	towards install cost
Standpipe Water Charges	$ 0.022770	Per Cubic Foot	$ 0.027523	Per Cubic Foot
Construction Meter Charges*	$ 50.00		$ 50.00	
Flat fee up to 60 days, up to 1000CF, billed at standpipe rate after CF cap.				
Including taxes	$ 56.33		$ 56.33	
Water service fee*	$ 75.00		$ 75.00	
After hours additional water service fee*	$ 75.00		$ 75.00	

*No subject to CPI adjustments

SEWER

Regular sewer rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2015-October 2016 *2.436%*

Sewer Residential and Commercial Charges

	Rates Effective 4/1/2016		Rates Effective 1/1/2017	
Monthly Fixed Charge				
Meter Size (Inches)	**Residential**	**Commercial**	**Residential**	**Commercial**
5/8 × ¾	$ 31.99	$ 31.99	$ 32.77	$ 32.77
¾	$ 38.40	$ 38.40	$ 39.34	$ 39.34
1	$ 44.80	$ 44.80	$ 45.89	$ 45.89
1½	$ 57.60	$ 57.60	$ 59.00	$ 59.00
2		$ 92.80		$ 95.06
3		$ 351.99		$ 360.56
4		$ 447.99		$ 458.90

Monthly Consumption Charge

	Residential (4/1/2016)	Commercial (4/1/2016)	Residential (1/1/2017)	Commercial (1/1/2017)
SIC 1 consumption per cubic foot	$ 0.022770	$ 0.022770	$ 0.023325	$ 0.023325
SIC 1 consumption per gallon*	$ 0.003044	$ 0.003044	$ 0.003118	$ 0.003118
SIC 2 consumption per cubic foot		$ 0.028438		$ 0.029131
SIC 2 consumption per gallon*		$ 0.003802		$ 0.003895
SIC 3 consumption per cubic foot		$ 0.055357		$ 0.056705
SIC 3 consumption per gallon*		$ 0.007400		$ 0.007580
SIC 4 consumption per cubic foot		$ 0.009007		$ 0.009226
SIC 4 consumption per gallon*		$ 0.001204		$ 0.001233
SIC 4: BOD per pound		$ 1.194173		$ 1.223262
SIC 4: TSS per pound		$ 0.728648		$ 0.746397

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

Sewer General Facilities Charges

Type	GFC In-City	Including taxes & fees	GFC In-City	Including taxes & fees
Singe Family	$ 8,358.28	$ 8,987.40	$ 8,561.88	$ 9,206.33
Duplex	$ 16,716.56	$ 17,974.79	$ 17,123.76	$ 18,412.66

Regular solid waste rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2015-October 2016 *2.436%*

Rates effective 4/1/2016 **Rates effective 1/1/2017**

Solid Waste Residential Rates, includes structures with more than one living unit

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes		Monthly Rate	Additional Totes
Organics Tote	32, 64, 96 gallon	n/a	n/a	$11.13	$11.13		$11.40	$11.40
Recyclables Tote	32, 64, 96 gallon	1	n/a	$9.11	$9.11		$9.33	$9.33
Refuse Tote	21 gallon	1	1	$7.08	n/a		$7.26	n/a
Refuse Tote	32 gallon	n/a	3	$13.16	$13.16		$13.48	$13.48

Solid Waste Commercial Rates

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes		Monthly Rate	Additional Totes
Organics Tote - Restaurants only	96 gallon	n/a	n/a	$16.19	$16.19		$16.59	$16.59
Recyclables Tote	n/a	n/a	n/a	n/a	n/a		n/a	n/a
Refuse Tote	21 gallon	n/a	1	$7.08	n/a		$7.26	n/a
Refuse Tote	32 gallon	n/a	5	$13.16	$13.16		$13.48	$13.48
Refuse Tote	96 gallon	n/a	2	$36.43	$36.43		$37.32	$37.32

Recycling Container Rates - Residential

Container Size	Monthly Rate	Extra Collections		Monthly Rate	Extra Collections
1 Cubic Yard	$25.30	$15.18		$25.92	$15.55
2 Cubic Yard	$45.54	$20.24		$46.65	$20.73
3 Cubic Yard	$70.84	$25.30		$72.57	$25.92
6 Cubic Yard	$91.08	$30.36		$93.30	$31.10
8 Cubic Yard	$131.56	$40.48		$134.77	$41.47

Refuse Drop Box Rental Rates PERMANENT - Commercial

Container Size	Monthly Rate, for rented box only	Delivery Fee	Tonnage Fee Per Ton*	Haul Fee Compactor Box	Haul Fee Non Compactor Box		Monthly Rate, for rented box only	Delivery Fee	Tonnage Fee Per Ton*	Haul Fee Compactor Box	Haul Fee Non Compactor Box
10 Cubic Yard	$101.20	$75.90	At Cost plus $1.00/ton	$187.22	$166.98		$103.67	$77.75	At Cost plus $1.00/ton	$191.78	$171.05
30 Cubic Yard	$101.20	$75.90	At Cost plus $1.00/ton	$187.22	$166.98		$103.67	$77.75	At Cost plus $1.00/ton	$191.78	$171.05

*Not subject to CPI adjustments

*Not subject to CPI adjustments

Refuse Drop Box Rental Rates TEMPORARY - Prepayment Required

Container Size	Delivery, Removal & 7 Days	Haul Fee Non Compactor Box	Tonnage Fee Per Ton*	Daily Rate, Starting 8th Day	Pre-Pay amount, includes tax	Delivery, Removal & 7 Days	Haul Fee Non Compactor Box	Tonnage Fee Per Ton*	Daily Rate, Starting 8th Day	Pre-Pay amount, includes tax
10 Cubic Yard	$ 275.25	$166.98	At Cost plus $1.00/ton	$15.18	$319.38	$281.95	$171.05	At Cost plus $1.00/ton	$15.55	$327.16
30 Cubic Yard	$ 275.25	$166.98	At Cost plus $1.00/ton	$15.18	$319.38	$281.95	$171.05	At Cost plus $1.00/ton	$15.55	$327.16

*No subject to CPI adjustments

*No subject to CPI adjustments

Refuse Container Rates PERMANENT - Commercial

Container Size	Monthly Rate	Extra Collections	Monthly Rate	Extra Collections
1.5 Cubic Yard	$96.14	$25.30	$98.48	$25.92
2 Cubic Yard	$116.38	$30.36	$119.22	$31.10
3 Cubic Yard	$166.98	$40.48	$171.05	$41.47
6 Cubic Yard	$328.90	$86.02	$336.92	$88.12
8 Cubic Yard	$440.22	$111.32	$450.95	$114.03

Refuse Container Rates TEMPORARY - Prepayment required

Container Size	Delivery, Removal & 7 Days	Daily Rate, Starting 8th Day	Extra Collections	Pre-Pay amount, includes tax	Delivery, Removal & 7 Days	Daily Rate, Starting 8th Day	Extra Collections	Pre-Pay amount, includes tax
1.5 Cubic Yard	$96.14	$3.04	$55.66	$111.55	$98.48	$3.11	$57.02	$114.27
2 Cubic Yard	$111.32	$4.05	$65.78	$129.17	$114.03	$4.15	$67.38	$132.31
3 Cubic Yard	$131.56	$5.57	$80.96	$152.65	$134.77	$5.70	$82.93	$156.37
6 Cubic Yard	$187.22	$10.12	$131.56	$217.24	$191.78	$10.37	$134.77	$222.53
8 Cubic Yard	$227.70	$15.18	$166.98	$264.21	$233.25	$15.55	$171.05	$270.64

Solid Waste Additional Fees

Description	Per Unit	Per Unit
Additional Organics Dump	$5.06	$5.18
City Garbage Bags	$4.05	$4.15
City Garbage Bags - Retail Outlet Price	$3.80	$3.89
Non-Refrigerated Appliance	$25.30	$25.92
Organics Tote Cleaning Fee	$10.12	$10.37
Refrigerated Appliance	$35.42	$36.28
Refuse Overtime Call-Out, Per Hour	$55.66	$57.02
Replacement Tote Due To Negligence	At Cost plus $10.12	At Cost plus $10.12
Return Trip Fee (Blocked Container)	$25.30	$25.92
Special Haul Per Cubic Yard	$35.42	$36.28
Organics Return Trip		$10.00
Recycling Return Trip		$10.00

STORM

Effecitve 1/1/2018 until 12/31/2022, the monthly fixed rate charge for storm residential and commercial charges will not be subject to CPI adjustments. Rate changes are as indicated below.
Regular storm rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2015-October 2016 *2.436%*

Storm Residential and Commercial Charges	Rates Effective 1/1/2017	Rates Effective 1/1/2018	Rates Effective 1/1/2019	Rates Effective 1/1/2020	Rates Effective 1/1/2021	Rates Effective 1/1/2022
Monthly Fixed Charge						
Single Family Residential (flat fee)	$ 5.12	$ 9.00	$ 9.50	$ 10.50	$ 11.50	$ 12.50
Commercial per ERU per Month	$ 5.12	$ 9.00	$ 9.50	$ 10.50	$ 11.50	$ 12.50
One ERU is 3,600 square feet of impervious area						

Effective 1/1/2018 until 12/31/2018 all charges for properites located in the HM or LM1 zones will be charged a reduced rate of 10% of current charges. Effective 1/1/2019 until 12/31/2022 this rate reduction will decrease by 5% per year. Effective 1/1/2023 until 12/31/2028 this rate reduction will decrease by 10% per year. Effecitve 1/1/2029 all storm charges for proporties located in the HM or LM1 zones will be charged the current charges without any reductions.

Monthly Fixed Charge (HM and LM1 Zones)	Rates Effective 1/1/2018	Rates Effective 1/1/2019	Rates Effective 1/1/2020	Rates Effective 1/1/2021	Rates Effective 1/1/2022
% of current rate	10%	15%	20%	25%	30%
Single Family Residential (flat fee)	$ 0.90	$ 1.43	$ 2.10	$ 2.88	$ 3.75
Commercial per ERU per Month	$ 0.90	$ 1.43	$ 2.10	$ 2.88	$ 3.75

Monthly Fixed Charge (HM and LM1 Zones)	Rates Effective 1/1/2023	Rates Effective 1/1/2024	Rates Effective 1/1/2025	Rates Effective 1/1/2026	Rates Effective 1/1/2027	Rates Effective 1/1/2028
% of current rate	40%	50%	60%	70%	80%	90%

Storm General Facilities Charges

Type						
Per 3,600 square feet of impervious area	$ 1,442.36	$ 1,442.36	$ 1,485.63	$ 1,530.20	$ 1,576.11	$ 1,623.39
Including Tax	$ 1,550.93	$ 1,550.93	$ 1,597.46	$ 1,645.38	$ 1,694.74	$ 1,745.58

Storm Water Utility Rate Adjustment

March 2017

Update

- Redefined an “ERU” from 2000 sf to 3600 sf
- Developed a stepped rate increase
  - Currently   \$5/ ERU   Future \$12.50
- Several rate scenarios
- LM1 and HM zones
- Impact on fund levels including reserves.

Rate Schedule A

							RW start 2018							
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Impervious surface (sq ft) per ERU	2000	3600	3600	3600	3600	3600	3600	3600	3600	3600	3600	3600	3600	3600
Residential														
Monthly Rate (all ERU=1)	$ 5.00	$ 9.00	$ 9.50	$ 10.50	$ 11.50	$ 12.50	$ 12.75	$ 13.01	$ 13.27	$ 13.53	$ 13.80	$ 14.08	$ 14.36	$ 14.65
Annual Rate (all ERU=1)	$ 60.00	$ 108.00	$ 114.00	$ 126.00	$ 138.00	$ 150.00	$ 153.00	$ 156.06	$ 159.18	$ 162.36	$ 165.61	$ 168.92	$ 172.30	$ 175.75
Increase Over Previous Year ($)		$ 48.00	$ 6.00	$ 12.00	$ 12.00	$ 12.00	$ 3.00	$ 3.06	$ 3.12	$ 3.18	$ 3.25	$ 3.31	$ 3.38	$ 3.45
Increase Over Previous Year (%)		80%	6%	11%	10%	9%	2%	2%	2%	2%	2%	2%	2%	2%
Portion of all stormwater revenues (%)	***46%***	***60%***	***60%***	***60%***	***60%***	***61%***	***60%***	***60%***	***60%***	***59%***	***59%***	***59%***	***58%***	***59%***
Commercial														
Monthly Rate (per ERU)	$ 5.00	$ 9.00	$ 9.50	$ 10.50	$ 11.50	$ 12.50	$ 12.75	$ 13.01	$ 13.27	$ 13.53	$ 13.80	$ 14.08	$ 14.36	$ 14.65
Annual Rate (per ERU)	$ 60.00	$ 108.00	$ 114.00	$ 126.00	$ 138.00	$ 150.00	$ 153.00	$ 156.06	$ 159.18	$ 162.36	$ 165.61	$ 168.92	$ 172.30	$ 175.75
Effective Increase Over Previous Year (%)		0%	6%	11%	10%	9%	2%	2%	2%	2%	2%	2%	2%	2%
Portion of all stormwater revenues (%)	***39%***	***28%***	***28%***	***28%***	***28%***	***28%***	***28%***	***27%***	***27%***	***27%***	***27%***	***26%***	***26%***	***26%***
HM & LM1														
Adjusted Rate (% of Regular Rate)	80%	10%	15%	20%	25%	30%	40%	50%	60%	70%	80%	90%	100%	100%
Monthly Rate (per ERU)	$ 4.00	$ 0.90	$ 1.43	$ 2.10	$ 2.88	$ 3.75	$ 5.10	$ 6.50	$ 7.96	$ 9.47	$ 11.04	$ 12.67	$ 14.36	$ 14.65
Annual Rate (per ERU)	$ 48.00	$ 10.80	$ 17.10	$ 25.20	$ 34.50	$ 45.00	$ 61.20	$ 78.03	$ 95.51	$ 113.66	$ 132.49	$ 152.03	$ 172.30	$ 175.75
Portion of all stormwater revenue (%)	***0.37%***	***0.79%***	***1.16%***	***1.56%***	***1.95%***	***2.34%***	***3.09%***	***3.83%***	***4.56%***	***5.27%***	***5.97%***	***6.66%***	***7.34%***	***7.33%***
Stormwater Utility														
Revenues	$ 856,135	$ 1,179,950	$ 1,282,864	$ 1,427,351	$ 1,576,301	$ 1,729,761	$ 1,798,883	$ 1,870,416	$ 1,944,440	$ 2,021,039	$ 2,100,298	$ 2,182,306	$ 2,267,154	$ 2,337,806
Operating Expenses	$ 1,157,765	$ 1,192,498	$ 1,228,273	$ 1,265,121	$ 1,303,075	$ 1,342,167	$ 1,382,432	$ 1,423,905	$ 1,466,622	$ 1,510,621	$ 1,555,939	$ 1,602,618	$ 1,650,696	$ 1,700,217
Capital Expenses	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 250,000	$ 300,000	$ 350,000	$ 400,000	$ 400,000	$ 500,000	$ 500,000	$ 500,000	$ 550,000
NET INCOME	**$ (501,630)**	**$ (212,548)**	**$ (145,409)**	**$ (37,770)**	**$ 73,226**	$ 137,594	**$ 116,451**	**$ 96,511**	**$ 77,818**	**$ 110,418**	**$ 44,358**	**$ 79,688**	**$ 116,458**	**$ 87,589**
Reserve Balance	$ 490,370	$ 277,822	$ 132,414	$ 94,643	$ 167,870	$ 305,464	$ 421,915	$ 518,426	$ 596,244	$ 706,662	$ 751,021	$ 830,709	$ 947,167	$ 1,034,756
Fund Balance Target	$ 317,167	$ 356,495	$ 373,941	$ 395,759	$ 418,245	$ 441,410	$ 456,375	$ 471,823	$ 487,768	$ 504,228	$ 521,218	$ 538,754	$ 556,855	$ 573,824

Rate Schedule B

MID 2017 begin rate increase

	2017	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Impervious surface (sq ft) per ERU	2000	3600	3600	3600	3600	3600	3600	3600	3600	3600	3600	3600	3600	3600
		begin july 1												
Residential														
Monthly Rate (all ERU=1)	$ 5.00	$ 7.50	$ 9.50	$ 10.50	$ 11.50	$ 12.50	$ 12.75	$ 13.01	$ 13.27	$ 13.53	$ 13.80	$ 14.08	$ 14.36	$ 14.65
Annual Rate (all ERU=1)	$ 60.00	$ 90.00	$ 114.00	$ 126.00	$ 138.00	$ 150.00	$ 153.00	$ 156.06	$ 159.18	$ 162.36	$ 165.61	$ 168.92	$ 172.30	$ 175.75
Increase Over Previous Year ($)		$ 30.00	$ 24.00	$ 12.00	$ 12.00	$ 12.00	$ 3.00	$ 3.06	$ 3.12	$ 3.18	$ 3.25	$ 3.31	$ 3.38	$ 3.45
Increase Over Previous Year (%)		50%	27%	11%	10%	9%	2%	2%	2%	2%	2%	2%	2%	2%
Portion of all stormwater revenues (%)	***46%***	***67%***	***60%***	***61%***	***61%***	***61%***	***61%***	***61%***	***60%***	***60%***	***60%***	***59%***	***59%***	***59%***
Commercial														
Monthly Rate (per ERU)	$ 5.00	$ 9.00	$ 9.50	$ 10.50	$ 11.50	$ 12.50	$ 12.75	$ 13.01	$ 13.27	$ 13.53	$ 13.80	$ 14.08	$ 14.36	$ 14.65
Annual Rate (per ERU)	$ 60.00	$ 108.00	$ 114.00	$ 126.00	$ 138.00	$ 150.00	$ 153.00	$ 156.06	$ 159.18	$ 162.36	$ 165.61	$ 168.92	$ 172.30	$ 175.75
Effective Increase Over Previous Year (%)		0%	6%	11%	10%	9%	2%	2%	2%	2%	2%	2%	2%	2%
Portion of all stormwater revenues (%)	***39%***	***37%***	***28%***	***28%***	***28%***	***28%***	***28%***	***28%***	***27%***	***27%***	***27%***	***27%***	***26%***	***26%***
HM & LM1														
Adjusted Rate (% of Regular Rate)	80%	10%	15%	20%	25%	30%	40%	50%	60%	70%	80%	90%	100%	100%
Monthly Rate (per ERU)	$ 4.00	$ 0.90	$ 1.43	$ 2.10	$ 2.88	$ 3.75	$ 5.10	$ 6.50	$ 7.96	$ 9.47	$ 11.04	$ 12.67	$ 14.36	$ 14.65
Annual Rate (per ERU)	$ 48.00	$ 10.80	$ 17.10	$ 25.20	$ 34.50	$ 45.00	$ 61.20	$ 78.03	$ 95.51	$ 113.66	$ 132.49	$ 152.03	$ 172.30	$ 175.75
Portion of all stormwater revenue (%)	***0.37%***	***1.05%***	***1.19%***	***1.59%***	***1.98%***	***2.38%***	***3.14%***	***3.89%***	***4.62%***	***5.34%***	***6.05%***	***6.75%***	***7.43%***	***7.42%***
Stormwater Utility		$ 924,210												
Revenues	$ 856,135	$ 890,173	$ 1,245,964	$ 1,388,334	$ 1,535,138	$ 1,686,423	$ 1,754,488	$ 1,824,935	$ 1,897,845	$ 1,973,299	$ 2,051,382	$ 2,132,183	$ 2,215,792	$ 2,285,340
GFC and Other Revenues	$ 125,707	$ 125,707	$ 128,221	$ 130,786	$ 133,401	$ 136,069	$ 138,791	$ 141,566	$ 144,398	$ 147,286	$ 150,232	$ 153,236	$ 156,301	$ 159,427
Operating Expenses	$ 1,157,765	$ 1,157,765	$ 1,192,498	$ 1,228,273	$ 1,265,121	$ 1,303,075	$ 1,342,167	$ 1,382,432	$ 1,423,905	$ 1,466,622	$ 1,510,621	$ 1,555,939	$ 1,602,618	$ 1,650,696
Capital Expenses	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 350,000	$ 400,000	$ 400,000	$ 450,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000
NET INCOME	**$ (501,630)**	**$ (467,593)**	**$ (146,534)**	**$ (39,939)**	**$ 70,017**	$ 33,348	**$ 12,321**	**$ 42,503**	**$ 23,940**	**$ 6,677**	**$ 40,762**	**$ 76,244**	**$ 113,175**	**$ 134,644**
Reserve Balance	$ 490,370	$ 524,408	$ 377,874	$ 337,935	$ 407,951	$ 441,299	$ 453,620	$ 496,123	$ 520,063	$ 526,739	$ 567,501	$ 643,745	$ 756,919	$ 891,563
Fund Balance Target	$ 317,167	$ 320,570	$ 363,096	$ 384,488	$ 406,538	$ 429,257	$ 443,882	$ 458,980	$ 474,565	$ 490,654	$ 507,262	$ 524,406	$ 542,103	$ 558,673
Rate Stabilization	$ 85,614	$ 89,017	$ 124,596	$ 138,833	$ 153,514	$ 168,642	$ 175,449	$ 182,493	$ 189,784	$ 197,330	$ 205,138	$ 213,218	$ 221,579	$ 228,534
Operating	$ 231,553	$ 231,553	$ 238,500	$ 245,655	$ 253,024	$ 260,615	$ 268,433	$ 276,486	$ 284,781	$ 293,324	$ 302,124	$ 311,188	$ 320,524	$ 330,139
		$ 890,172.50												

Commercial Customer list

2017 $5.00	2018 $9.00	2019 $9.50	2020 $10.50	2021 $11.50	2022 $12.50	
$3,612	$3,612	$3,813	$4,215	$4,616	$5,017	Public Entity
$2,421	$2,421	$2,555	$2,824	$3,093	$3,362	Marine Industry
$2,290	$2,290	$2,417	$2,672	$2,926	$3,180	Educational
$825	$825	$871	$963	$1,054.17	$1,146	Seafood Processing
$589	$589	$621	$687	$752.29	$818	Wash State entity

Customer List LM1 HM Zones

Proposed Monthly Fee

3-13-17

	2018	2019	2020	2021	2022		2029	2030
	10% 9	15% 9.5	20%10.5	25%11.5	30%12.5	10%	100% 12.5	100% 14.65
Vehicle	25	40	59	81	107		357	410
Aggregate	30	47	69	95	124		413	483
Vehicle	58	91	134	184	238		793	938
Storage	72	114	168	230	300		1000	1172
Steel	92	145	214	293	380		1267	1494

Other Considerations

Potential Rate Equity Improvements

Tiered Residential Rates

~~Area-Specific Rates~~

~~Credits for On-Site Mitigation~~

Permissive Rainwater harvesting

Public Outreach

Rate Schedule

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
							RW start 2018							
Impervious surface (sq ft) per ERU	2000	3600	3600	3600	3600	3600	3600	3600	3600	3600	3600	3600	3600	3600
Residential														
Monthly Rate (all ERU=1)	$ 5.00	$ 9.00	$ 9.50	$ 10.50	$ 11.50	$ 12.50	$ 12.75	$ 13.01	$ 13.27	$ 13.53	$ 13.80	$ 14.08	$ 14.36	$ 14.65
Annual Rate (all ERU=1)	$ 60.00	$ 108.00	$ 114.00	$ 126.00	$ 138.00	$ 150.00	$ 153.00	$ 156.06	$ 159.18	$ 162.36	$ 165.61	$ 168.92	$ 172.30	$ 175.75
Increase Over Previous Year ($)		$ 48.00	$ 6.00	$ 12.00	$ 12.00	$ 12.00	$ 3.00	$ 3.06	$ 3.12	$ 3.18	$ 3.25	$ 3.31	$ 3.38	$ 3.45
Increase Over Previous Year (%)		80%	6%	11%	10%	9%	2%	2%	2%	2%	2%	2%	2%	2%
Portion of all stormwater revenues (%)	***46%***	***60%***	***60%***	***60%***	***60%***	***61%***	***60%***	***60%***	***60%***	***59%***	***59%***	***59%***	***58%***	***59%***
Commercial														
Monthly Rate (per ERU)	$ 5.00	$ 9.00	$ 9.50	$ 10.50	$ 11.50	$ 12.50	$ 12.75	$ 13.01	$ 13.27	$ 13.53	$ 13.80	$ 14.08	$ 14.36	$ 14.65
Annual Rate (per ERU)	$ 60.00	$ 108.00	$ 114.00	$ 126.00	$ 138.00	$ 150.00	$ 153.00	$ 156.06	$ 159.18	$ 162.36	$ 165.61	$ 168.92	$ 172.30	$ 175.75
Effective Increase Over Previous Year (%)		0%	6%	11%	10%	9%	2%	2%	2%	2%	2%	2%	2%	2%
Portion of all stormwater revenues (%)	***39%***	***28%***	***28%***	***28%***	***28%***	***28%***	***28%***	***27%***	***27%***	***27%***	***27%***	***26%***	***26%***	***26%***
HM & LM1														
Adjusted Rate (% of Regular Rate)	80%	10%	15%	20%	25%	30%	40%	50%	60%	70%	80%	90%	100%	100%
Monthly Rate (per ERU)	$ 4.00	$ 0.90	$ 1.43	$ 2.10	$ 2.88	$ 3.75	$ 5.10	$ 6.50	$ 7.96	$ 9.47	$ 11.04	$ 12.67	$ 14.36	$ 14.65
Annual Rate (per ERU)	$ 48.00	$ 10.80	$ 17.10	$ 25.20	$ 34.50	$ 45.00	$ 61.20	$ 78.03	$ 95.51	$ 113.66	$ 132.49	$ 152.03	$ 172.30	$ 175.75
Portion of all stormwater revenue (%)	***0.37%***	***0.79%***	***1.16%***	***1.56%***	***1.95%***	***2.34%***	***3.09%***	***3.83%***	***4.56%***	***5.27%***	***5.97%***	***6.66%***	***7.34%***	***7.33%***
Stormwater Utility														
Revenues	$ 856,135	$ 1,179,950	$ 1,282,864	$ 1,427,351	$ 1,576,301	$ 1,729,761	$ 1,798,883	$ 1,870,416	$ 1,944,440	$ 2,021,039	$ 2,100,298	$ 2,182,306	$ 2,267,154	$ 2,337,806
Operating Expenses	$ 1,157,765	$ 1,192,498	$ 1,228,273	$ 1,265,121	$ 1,303,075	$ 1,342,167	$ 1,382,432	$ 1,423,905	$ 1,466,622	$ 1,510,621	$ 1,555,939	$ 1,602,618	$ 1,650,696	$ 1,700,217
Capital Expenses	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 250,000	$ 300,000	$ 350,000	$ 400,000	$ 400,000	$ 500,000	$ 500,000	$ 500,000	$ 550,000
NET INCOME	**$ (501,630)**	**$ (212,548)**	**$ (145,409)**	**$ (37,770)**	**$ 73,226**	$ 137,594	**$ 116,451**	**$ 96,511**	**$ 77,818**	**$ 110,418**	**$ 44,358**	**$ 79,688**	**$ 116,458**	**$ 87,589**
Reserve Balance	$ 490,370	$ 277,822	$ 132,414	$ 94,643	$ 167,870	$ 305,464	$ 421,915	$ 518,426	$ 596,244	$ 706,662	$ 751,021	$ 830,709	$ 947,167	$ 1,034,756
Fund Balance Target	$ 317,167	$ 356,495	$ 373,941	$ 395,759	$ 418,245	$ 441,410	$ 456,375	$ 471,823	$ 487,768	$ 504,228	$ 521,218	$ 538,754	$ 556,855	$ 573,824

Storm Utility Rate

Resolution 2979 effective January 1, 2018 for Stormwater Utility.
Approves the future year rate adjustments.

Storm Utility Rate

Questions ?

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning March 20, 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.

March 20, 2017

•Puget Sound Energy Home Energy Assessment Presentation (Discussion)
•Final Plat & PUD Approval, PUD-2015-0003, 48 North Plat & PUD (Action)

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March 27, 2017

•Closed Record Public Hearing: 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 (Discussion/Possible Action)

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April 3, 2017

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April 10, 2017

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April 17, 2017

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April 24, 2017

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

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May 1, 2017

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May 8, 2017

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Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Planning, Monday, Mar 13, 2017, 5:00 PM, Main Conference Room, City Hall
•Public Safety, Tuesday, Mar 14, 2017, 4:30 PM, City Hall, Mayor's Office
•Public Works, Monday, Mar 20, 2017, 5:00 PM, Public Works Director's Office, City Hall
•Finance, Wednesday, Mar 22, 2017, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
•Planning, Monday, Mar 27, 2017, 5:00 PM, Main Conference Room, City Hall
•Public Works, Monday, Apr 3, 2017, 5:00 PM, Public Works Director's Office, City Hall

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