



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

November 7, 2016
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Skagit 911 Presentation
 - b. Housing Affordability & Community Services Committee
 - c. Public Works Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of October 24, 2016
 - b. Approval of Claims in the amount of: \$1,306,756.35
 - c. Accept as Complete: Overlay Infrastructure Improvement Project 15-005-TRN-005
(Scimitar Construction)
 - d. Contract Award: 32nd Street & D Avenue Roundabout Design (Transportation Solutions, Inc.)
 - e. Accept as Complete: Rapid Flashing Beacons Project, 16-012-TRN-001
(Larry Brown Construction)
 - f. Accept as Complete: 2016 Commercial Ave Sanitary Sewer Rehabilitation, 16-001-SEW-002
(Michels Corporation)
 - g. Accept as Complete: 2016 AC Waterline Replacement Project, 16-018-WTR-001
(C. Johnson Construction)
6. **Public Hearings**
 - a. * Public Hearing: Ordinance 2993: Adopting the 2017/2018 Budget (Discussion)
 - b. * Public Hearing: Ordinance 2994: Adopting the Capital Facilities Plan (CFP) for the 6-year
Period 2017-2022 (Discussion)
7. **Other Business**
 - a. * Ordinance 2989: Prohibiting Medical Marijuana Cooperatives in All City Zones (Discussion)
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 November 14, 2016

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.

November 14, 2016

- Accept WSDOT Noise Permit Request for 2017 Overlay Project
- UW Health Impact Assessment (HIA) presentation of Anacortes South Commercial Avenue Corridor Plan by UW Graduate Students (Discussion)
- 500K Solar Project Presentation (Discussion/Possible Action)
- Substantial Need Resolution ____: Authorizing 1% Property Tax Increase (Action)
- Resolution ____: Authorizing 1% Property Tax Increase (Action)
- Resolution ____: Adopting a Fund Balance Policy (Discussion/Possible Action)
- Ordinance 2990: Amending 2016 Budget (Discussion/Possible Action)

November 21, 2016

Special Meeting: Site visit at 4:00 PM re: SDP-2016-1003. Meet at eastern terminus of Skyline Way.

- Closed-record Public Hearing: Mousel 2-story Building; 1st Floor Restroom serving the Marina; 2nd Floor Apartment; SSDP, & Land Use CUP (SDP-2016-1003) (Discussion/Possible Action)
- Ordinance 2989: Prohibiting Medical Marijuana Cooperatives in All City Zones (Discussion/Possible Action)
- Continued Public Hearing: Ordinance 2993: Adopting 2017/2018 Biennial Budget (Action)
- Library Strategic Plan (Discussion)
- Ordinance 2991: New Standards for Stormwater Management (Action)

November 28, 2016

December 5, 2016

- Resolution ____: Establishing Fees for the Water Utility

December 12, 2016

December 19, 2016

December 27, 2016

January 3, 2017

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

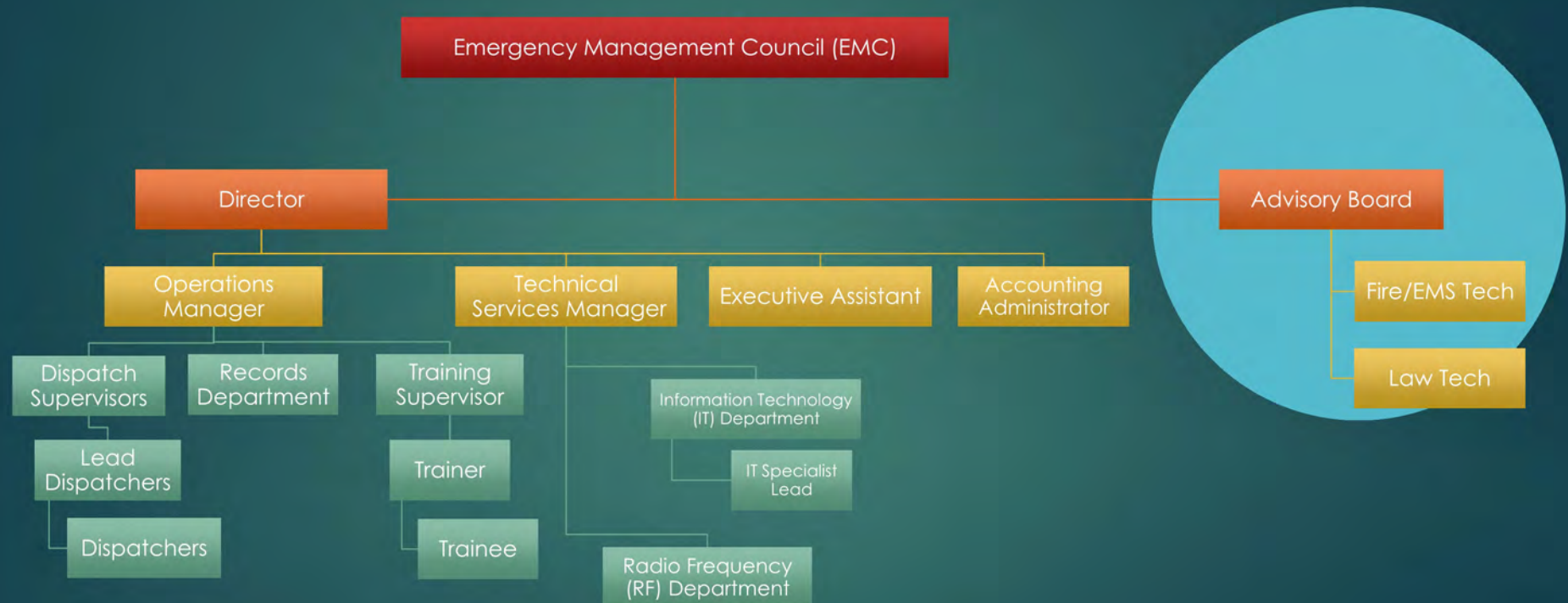
- Public Works, Monday, Nov 7, 2016, 4:30 PM, Mayor's Office, City Hall
- Finance, Wednesday, Nov 9, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Planning, Monday, Nov 14, 2016, 5:00 PM, Planning Director's Office
- Parks & Recreation, Thursday, Nov 17, 2016, 6:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Nov 21, 2016, 5:00 PM, Public Works Director's Office
- Finance, Wednesday, Nov 23, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Planning, Monday, Nov 28, 2016, 5:00 PM, Planning Director's Office

Skagit 911

FUNDING STORY



GOVERNING STRUCTURE



THE HISTORICAL TIMELINE

1998 to 2003

Full Funding from User Agencies

- A budget was created based on staffing and operating needs.
- Costs were distributed to the users in a 3 Tier model based on call volume.

2004

1/10th of 1% Sales Tax Introduced

- When a 1/10th of 1% Sales Tax was passed in Skagit County, an annual revenue of 2 million dollars was received by Skagit 911 for **infrastructure needs**.

Present (2016)

New Funding Model

- In 2014, Skagit 911 presented to the EMC many significant infrastructure and operational needs.
- Skagit 911 presented to the EMC a model that supports the price per dispatching role, with a small amount of funding to infrastructure needs.
- In this model, 85% of all fire costs are directly billed to EMS.
- In 2016, the EMC approved Skagit 911's new funding model, to be implemented for the 2017 budget.

Introducing in 2004...

1/10TH OF 1% **SALES TAX**



WASHINGTON STATE LEGISLATURE



RCWs > Title 82 > Chapter 82.14 > Section
82.14.420

Sales and use tax for emergency communication systems and facilities.

....(3) Moneys received from any tax imposed under this section **shall be used solely** for the purpose of providing funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of **emergency communication systems and facilities**....

The introduction of the 1/10th of 1% Sales Tax was great news for citizens and first responders, as this revenue would support Skagit 911's **infrastructure requirements!**



- **911 Phone System**
- **Radio System**
- **Radio Towers**
 - Equipment for the towers
- **Radio Microwave Technology**
- **Facility Needs**
 - Console (elaborate computer stations/desks)
 - UPS (Uninterrupted Power Supply)
 - Generators
 - Computers and Servers

SKAGIT 911's FACILITY NEEDS

SKAGIT 911 HAS IDENTIFIED SIGNIFICANT FACILITY NEEDS

The Skagit Consolidated Communication **building** is used and **shared** by **Skagit 911**,
Emergency Medical Services (**EMS**), and the Department of Emergency Management (**DEM**)



Dispatch Floor



► Console Furniture

- ❖ The desks are 18 years old and obsolete.
- ❖ We have fourteen (14) 911 lines to answer and have only nine (9) positions to answer them.

► Operations

- ❖ Staffing and operational needs have outgrown the current space.
- ❖ Records storage for Warrants and Orders for law agencies consume a large portion of the dispatch room.

Dispatch Floor Continued



► Electrical, Grounding, and Electrical Static Discharge (ESD)

- ❖ All at maximum capacity and do not meet code.
- ❖ Critical Equipment such as the generator and UPS (uninterruptible power supply) system are in need of replacement.

► Storage

- ❖ No Shipping or receiving area. Current storage areas have reached maximum capacity.

IT Office / Storage / Conference Room



- ▶ Skagit 911 has converted the building's shared conference room into an office for Skagit 911's IT Department.
- ▶ The IT office is a prototype and development room for the IT Department, but is also a storage room for all technical supplies.
- ▶ This room was previously used as a conference room by DEM, 911, and EMS. Skagit 911 still utilizes it as an extra meeting room when possible.

Training Annex / Office Space



► Annex – Training Facility

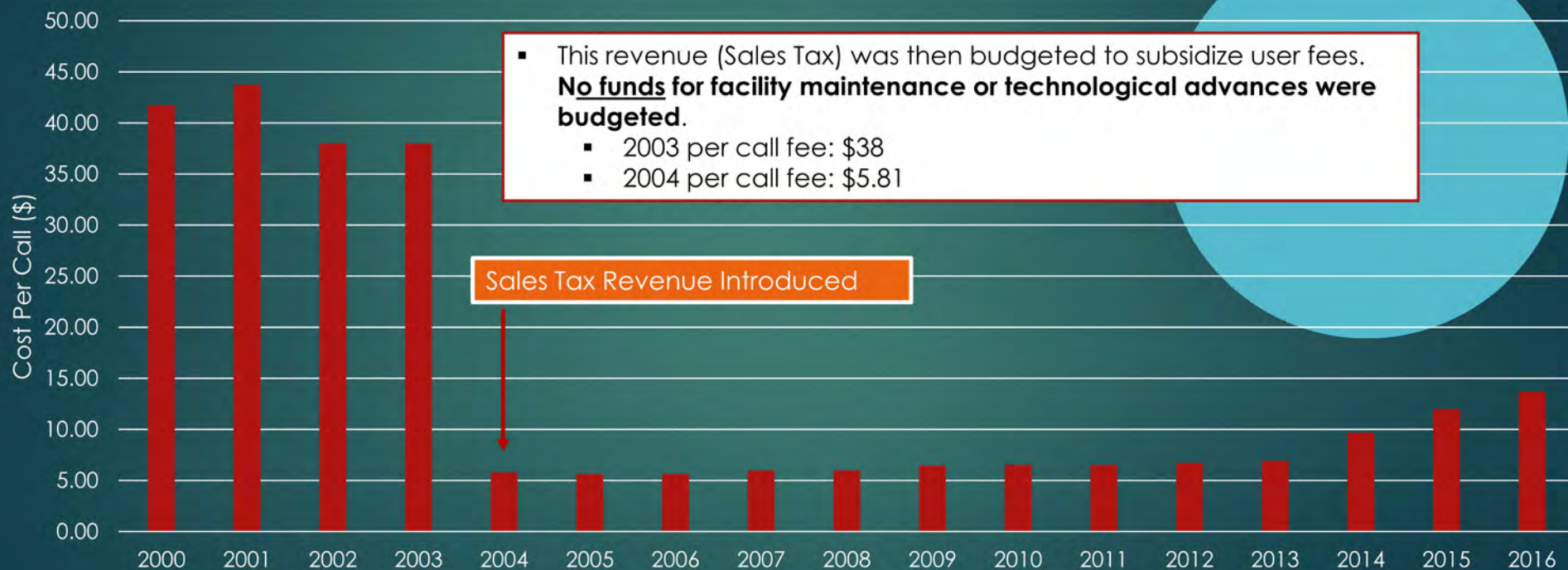
- ❖ A 1970's era portable unit purchased from BPD for one dollar houses the training facility. The electrical and HVAC systems are inadequate.
- ❖ These stations are used to train new employees and are inconsistent with the actual work stations on the dispatch floor.

► Office Space

- ❖ The Supervisor's office doubles as a call-taking station.
- ❖ Skagit 911 has no more office space for new positions.

User Agency Fees

SALES TAX REVENUE INTRODUCED IN 2004



THE **EFFECTS** OF SUPPORTING 911 **PRIMARILY** FROM SALES TAX REVENUE

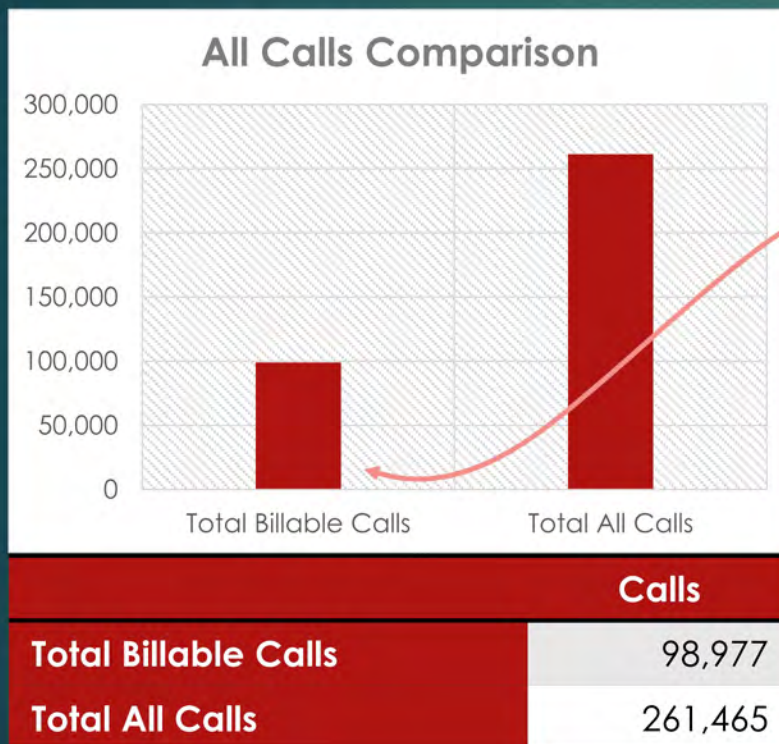
MONETARY EFFECTS

- ▶ Diminishing Reserve Funds.
- ▶ In 2013, Skagit 911 had to take out **two (2) separate loans** from a local bank.
- ▶ **Capital projects** require quick and expensive emergency fixes due to failures in the system which support the community's and first responders' safety.
- ▶ **Salaries** for employees are **supported by Sales Tax**.

INFRASTRUCTURE/TECHNOLOGY EFFECTS

- ▶ In 2013, the internal **radio console system failed** resulting in a bank loan to replace it
- ▶ The 911 **phone system is failing**.
- ▶ There are large radio **communication gaps** in the infrastructure throughout critical parts of Skagit County, including but not limited to:
 - ▶ Alger, Bow, Day Creek, Rockport, Marblemount.
- ▶ Skagit 911's facility is:
 - Outdated and too small
 - Not up to code
 - **Failing** back up power supplies
 - **Failing** consoles
 - **Failing** AC/Heating system
 - The wiring/electrical has reached maximum capacity

ANOTHER **MAJOR ISSUE** WITH THE CURRENT BILLING SYSTEM...



- ▶ In the current funding model, Skagit 911 is paid by **"billable calls"**
- ▶ **Aside from handling 911 calls**, Skagit 911 **dispatches** all Law Enforcement, Fire and EMS services in Skagit County.
- ▶ Billing on a per call basis does not take this into consideration and managing radio traffic **encompasses a high percentage of our work, 24 hours per day, 7 days per week.**

THE PLANNING

The **Emergency Management Council (EMC)**, which is composed of the Mayors of each town/city and the three (3) County Commissioners, has been **committed to creating innovative and cost effective** real solutions to these **public safety concerns**.

1. The EMC tasked Skagit 911 to contact other 911 centers in Washington State and request their funding models/practices.
2. Skagit 911 brought back five (5) models from 911 centers of equal or similar size and population.
3. These models were analyzed and refined at each level: the EMC, the Financial Planning Committee, the Advisory Board, and the Technical Committees (Law, Fire, and EMS).

Skagit 911 also created support documents such as the Equipment Replacement and Reserve Schedule to demonstrate the equipment needs and timelines for replacement - and how to reserve funds to support these replacements.

Cost Allocation - Law

1. Determine how many calls each agency responded to in the year two years prior to the funding year. (**Example:** In the 2017 budget, we will use the 2015 Billable Calls)
2. Collect the number of commissioned officers for that same year (**Same example:** 2015).
3. Compute each agency's percentage of calls and of number of officers, and divide by two.
4. Add the call and officer percentages for each agency's total prorated portion of law costs (after taxes are applied to the budget).

Law Allocation

50% CAD Call / 50% Funded Officers						
	Calls	%	Officers	%	50/50	Cost
APD	9,521	14%	25	13%	13.26%	\$ 168,176.17
BPD	10,349	15%	27	14%	14.37%	\$ 182,226.74
MVPD	21,305	30%	45	23%	26.83%	\$ 340,196.59
SWPD	7,894	11%	17	9%	10.03%	\$ 127,128.65
SCSO	18,785	27%	55	29%	27.65%	\$ 350,549.91
TPD	2,191	3%	15	8%	5.46%	\$ 69,232.70
UTPD	441	1%	8	4%	2.40%	\$ 30,380.73
Total	70,486		192			

2015 CAD Calls					
	Q1	Q2	Q3	Q4	Total
APD	2,116	2,316	2,826	2,263	9,521
BPD	2,412	2,513	2,859	2,565	10,349
MVPD	4,738	5,403	6,147	5,017	21,305
SWPD	1,715	2,048	2,163	1,968	7,894
SCSO	4,173	4,807	5,329	4,476	18,785
TPD	479	504	634	574	2,191
UTPD	89	108	130	114	441

Cost Allocation - Fire/EMS

1. Determine how many calls each agency responded to in the year two years prior to the funding year. (**Example:** In the 2017 budget, we will use the 2015 Billable Calls)
2. Determine the assessed values for that same year (**Same example:** 2015).
3. Compute the percentage (%) over the total for each.
4. Similar to the law agencies, there are two demographics used to base the agency's total to prorated share. Fire agencies use assessed property value and call volume.
5. This allocation model is also used to determine each agency's contribution to the Fire Infrastructure Fund.

FIRE/EMS Allocation

2015 CAD Calls			2015 Assessed Value		Final for 2017 Budget					
	Calls	%		Value	%	50/50 %	Costs from 50/50	EMS Share (85%)	Yearly Cost	%
AFD	570	2%	\$	2,631,896,915	20%	10.75%	\$ 44,950.53	\$ 38,207.95	\$ 6,742.58	1.61%
BFD	2,025	7%	\$	1,201,470,405	9%	7.99%	\$ 33,399.69	\$ 28,389.73	\$ 5,009.95	1.20%
CFD	30	0%	\$	148,819,419	1%	0.60%	\$ 2,525.43	\$ 2,146.62	\$ 378.81	0.09%
HFD	46	0%	\$	52,984,077	0%	0.28%	\$ 1,156.89	\$ 983.36	\$ 173.53	0.04%
LCFD	273	1%	\$	134,918,034	1%	0.98%	\$ 4,083.41	\$ 3,470.90	\$ 612.51	0.15%
MVFD	4,841	17%	\$	2,539,325,771	19%	17.86%	\$ 74,685.93	\$ 63,483.04	\$ 11,202.89	2.68%
SWFD	2,141	7%	\$	722,798,239	5%	6.41%	\$ 26,827.53	\$ 22,803.40	\$ 4,024.13	0.96%
FD2	325	1%	\$	509,246,298	4%	2.45%	\$ 10,264.46	\$ 8,724.79	\$ 1,539.67	0.37%
FD3	444	2%	\$	468,640,724	3%	2.51%	\$ 10,503.61	\$ 8,928.07	\$ 1,575.54	0.38%
FD4	259	1%	\$	257,534,049	2%	1.41%	\$ 5,881.61	\$ 4,999.37	\$ 882.24	0.21%
FD5	251	1%	\$	480,803,198	4%	2.22%	\$ 9,283.58	\$ 7,891.04	\$ 1,392.54	0.33%
FD6	491	2%	\$	587,057,467	4%	3.03%	\$ 12,681.91	\$ 10,779.62	\$ 1,902.29	0.45%
FD7	28	0%	\$	207,853,288	2%	0.82%	\$ 3,425.77	\$ 2,911.91	\$ 513.87	0.12%
FD8	353	1%	\$	703,839,459	5%	3.22%	\$ 13,484.73	\$ 11,462.02	\$ 2,022.71	0.48%
FD9	262	1%	\$	382,857,774	3%	1.88%	\$ 7,845.84	\$ 6,668.97	\$ 1,176.88	0.28%
FD10	147	1%	\$	216,432,681	2%	1.06%	\$ 4,427.21	\$ 3,763.13	\$ 664.08	0.16%
FD11	349	1%	\$	738,994,570	5%	3.35%	\$ 14,000.39	\$ 11,900.33	\$ 2,100.06	0.50%
FD12	49	0%	\$	223,416,242	2%	0.91%	\$ 3,820.24	\$ 3,247.20	\$ 573.04	0.14%
FD13	665	2%	\$	464,967,102	3%	2.88%	\$ 12,059.55	\$ 10,250.62	\$ 1,808.93	0.43%
FD14	334	1%	\$	332,930,140	2%	1.82%	\$ 7,597.50	\$ 6,457.87	\$ 1,139.62	0.27%
FD15	70	0%	\$	68,440,326	1%	0.38%	\$ 1,571.59	\$ 1,335.85	\$ 235.74	0.06%
FD16	51	0%	\$	48,545,544	0%	0.27%	\$ 1,124.59	\$ 955.90	\$ 168.69	0.04%
FD17	84	0%	\$	283,402,457	2%	1.20%	\$ 5,005.37	\$ 4,254.56	\$ 750.81	0.18%
FD19	117	0%	\$	84,698,298	1%	0.52%	\$ 2,166.58	\$ 1,841.59	\$ 324.99	0.08%
EMS	14,155	49%		NA	0%	24.70%	\$ 103,304.36	NA	\$ 369,162.21	88.27%
SCFM	292	1%		NA	0%	0.51%	\$ 2,131.04	NA	\$ 2,131.04	0.51%
Total	28,652	100%	\$	13,491,872,477	100%	100%	\$ 418,209.34	\$ 265,857.84	\$ 418,209.34	100%

New Funding Model

Total Projected Tax Revenue

Total Infrastructure Expenditures

Total **Overhead** and **Admin** Costs of Skagit 911 -
Which is then split 70/30:
70% costs to **Law**;
30% costs to **Fire/EMS**

Total Law Costs

Total Fire/EMS Costs

2017 Preliminary Budget Version 8 071316

Proposed Budget	\$ 5,957,189
Projected Tax Revenue	\$ 4,080,387
Sales Tax	\$ 2,894,887
911 Phone Tax	\$ 1,185,500
Sales Tax Revenue Deductions	\$ 1,107,882
ER&R	\$ 206,204
Technical Services	\$ 687,678
Capital Outlay	\$ 214,000
Tax Revenue Applied to User Costs	\$ 2,972,505
Administrative Costs Before Tax Adjustment	\$ 2,328,292
Administration	\$ 820,037
Operations (Non-Rep)	\$ 572,860
Leads (6 People)	\$ 488,684
Cross-Trained (4 People)	\$ 325,790
Dispatch Overhead	\$ 134,431
Operational Reserves	\$ 20,000
Debt Service Skagit 911	\$ 145,800
Credits	\$ (179,500)
State Military Department	\$ (54,500)
Utilities	\$ (12,000)
Alertsense (refineries)	\$ (10,000)
Debt Service - Westside Project	\$ (90,000)
SC Public Works	\$ (3,000)
ICOM 50-50	\$ (10,000)
Law Costs Before Tax Adjustment	\$ 3,479,605
Personnel	\$ 1,710,395
Records Department	\$ 142,405
70% Administrative Cost	\$ 1,629,804
Credits - Contract Agencies	\$ (3,000)
Sauk-Suiattle PD	\$ (3,000)
Fire Costs Before Tax Adjustment	\$ 1,183,422
Personnel	\$ 488,684
30% Administrative Cost	\$ 698,488
Credits - Contract Agencies	\$ (3,750)
Island Hospital	\$ (3,000)
Criteria Based Dispatching Reimbursement	\$ (750)

Personnel Cost Breakdown	
Salaries	\$ 1,910,750
Overtime	\$ 300,000
Holiday Premium	\$ 14,000
Social Security	\$ 146,173
Retirement	\$ 213,630
L&I	\$ 18,000
Medical	\$ 375,000
EAP	\$ 1,000
VEBA	\$ 20,000
Unemployment	\$ 15,000
Total	\$ 3,013,553
Number of Dispatchers	37
Cost per Dispatcher	\$ 81,447.38
Fire Personnel Cost (6 People)	\$ 488,684
Law Personnel Cost (21 People)	\$ 1,710,395
Cross-Trained (4 People)	\$ 325,790
Leads (6 People)	\$ 488,684

Costing Methodology	
1. Preliminary Budget Determined.	
2. Sales and Phone Taxes Estimated.	
3. 5% of Tax Revenue Dedicated to Reserves, ER&R, CO.	
4. Determine Administrative costs.	
5. Admin Costs split 70/30 between Law and fire.	
6. Determine Law Enforcement Costs.	
7. Determine Fire Costs.	
8. Add Fire and Law Costs and Subtract 95% of tax revenue to determine agency costs.	
9. Take the sum of Fire and Law Costs and divide that into the Fire and Law costs to determine the final fire agency and law agency cost split.	
10. For fire agencies uses the 50% AV and 50% previous years call volume to determine percentage of responsibility of fire dispatching cost for each agency.	
11. For law agencies split the costs by a percentage gathered from 50% CAD Call of the prior year and 50% Funded Officers.	
12. To simplify EMS billing - 85% of each agencies total call volume would be paid for by EMS.	

Overall Budget is a 7.1% increase over last year.

Total Costs	\$ 4,663,027
Tax Revenue Applied	\$ 2,972,505
User Agency Portion of Costs	\$ 1,690,522
Law Portion	75%
Fire Portion	25%
Law Dollars	\$ 1,267,892
Fire Dollars	\$ 422,631



Law Allocation 50% CAD - 50% Funded Officers				
Department	% of cost	2017	2016	Cost Difference
APD	13.26%	\$ 168,176	\$ 128,350	31% \$ 39,826
BPD	14.37%	\$ 182,227	\$ 122,396	49% \$ 59,831
MVPD	26.83%	\$ 340,197	\$ 284,554	20% \$ 55,642
SWPD	10.03%	\$ 127,129	\$ 108,926	17% \$ 18,203
SCSO	27.65%	\$ 350,550	\$ 233,777	50% \$ 116,773
TPD	5.46%	\$ 69,233	\$ 26,099	165% \$ 43,134
UTPD	2.40%	\$ 30,381	\$ 6,160	393% \$ 24,221
STPD	0%			
TOTAL		\$1,267,891.50	\$910,260.88	39% \$357,630.62

Fire Allocation 50% CAD Calls - 50% Assessed Property Values w/ 85% to EMS				
	% of cost	2017	2016	Cost Difference
Anacortes	1.6%	\$ 6,814	\$ 6,212	10% \$ 602
Burlington	1.2%	\$ 5,063	\$ 22,904	-78% \$ (17,841)
Concrete	0.1%	\$ 383	\$ 496	-23% \$ (113)
Hamilton	0.0%	\$ 175	\$ 510	-66% \$ (333)
LaConner	0.1%	\$ 619	\$ 3,641	-83% \$ (3,022)
Mount Vernon	2.7%	\$ 11,321	\$ 9,250	-81% \$ (47,928)
Sedra-Woolley	1.0%	\$ 4,067	\$ 24,748	-84% \$ (20,681)
Fire District 2	0.4%	\$ 1,556	\$ 3,633	-57% \$ (2,077)
Fire District 3	0.4%	\$ 1,592	\$ 4,085	-61% \$ (2,493)
Fire District 4	0.2%	\$ 892	\$ 3,030	-71% \$ (2,139)
Fire District 5	0.3%	\$ 1,407	\$ 2,726	-48% \$ (1,319)
Fire District 6	0.5%	\$ 1,922	\$ 4,916	-61% \$ (2,993)
Fire District 7	0.1%	\$ 519	\$ 345	50% \$ 174
Fire District 8	0.5%	\$ 2,044	\$ 4,189	-51% \$ (2,145)
Fire District 9	0.3%	\$ 1,189	\$ 3,000	-60% \$ (1,811)
Fire District 10	0.2%	\$ 671	\$ 1,249	-46% \$ (578)
Fire District 11	0.5%	\$ 2,122	\$ 3,107	-32% \$ (985)
Fire District 12	0.1%	\$ 579	\$ 863	-33% \$ (284)
Fire District 13	0.4%	\$ 1,828	\$ 7,658	-76% \$ (5,830)
Fire District 14	0.3%	\$ 1,152	\$ 3,781	-70% \$ (2,630)
Fire District 15	0.1%	\$ 238	\$ 715	-67% \$ (477)
Fire District 16	0.0%	\$ 170	\$ 603	-72% \$ (432)
Fire District 17	0.2%	\$ 759	\$ 847	-10% \$ (88)
Fire District 19	0.1%	\$ 328	\$ 1,543	-79% \$ (1,214)
EMS	88.3%	\$ 373,065	\$ 157,177	137% \$ 215,888
SCRM	0.5%	\$ 2,154	- NA	\$ 2,154
TOTAL		\$ 422,631	\$ 321,229	32% \$ 101,401

THE BENEFITS OF THIS NEW FUNDING MODEL

- ▶ Each user agency pays a proportionate cost based on the services that they actually use.
- ▶ Elimination of some of the agencies subsidizing other agencies when funding was based strictly on a per call fee.
- ▶ Equipment Reserve and Replacement will be fully funded for the next 30 years.

Reserve and Replacement Schedule

	Year Purchased	Life Span	Years Left at ER&R Start	Purchase Cost	
Zetron Radio Console System	2013	7	4	\$ 376,000	Annual ER&R Replenishment to Fund
Microwave Radio System (Loop)	2009	15	8	\$ 800,000	
Microwave Radio System (Guemes)	2014	15	13	\$ 115,000	\$206,204
Uninterruptable Power Supply	2017	10	10	\$ 88,000	
Mitel PBX	2016	10	10	\$ 27,000	SKAGIT 911
COE Computers	2014	5	5	\$ 40,000	
CAD Computers	2014	5	5	\$ 30,000	To Protect & To Serve
Servers	2015	7	6	\$ 45,000	
Network Gear	2015	7	6	\$ 50,000	EMERGENCY
Console Furniture	2017	20	20	\$ 225,000	
911 Phone System	2017	7	7	\$ 400,000	COMMUNICATIONS
Back-Up Generator Skagit 911	2016	20	20	\$ 155,000	
Logging Recorder	2015	7	6	\$ 88,000	
Maintenance Truck	2015	10	5	\$ 44,000	

Skagit 911

At this time we ask that you show your support for this funding model, so that Skagit 911 meets its mission: to provide Respect, Protection and Safety for All in Our Community.



City Council Minutes – October 24, 2016

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of October 24, 2016 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller were present. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Proclamation of National Hospice Palliative Care Month: Mayor Gere read a statement proclaiming November 2016 to be National Hospice Palliative Care Month in Anacortes and encouraging citizens to increase their understanding and awareness of care at the end of life and to observe the month with appropriate activities and programs. Bob Laws, Executive Director of Hospice of the Northwest, serving Anacortes since 1989, invited the public to an open house at Hospice's Mount Vernon office on November 17 from 4:30 p.m. to 6:30 p.m.

City Prosecutor's Report: City Attorney Darcy Swetnam responded to Finance Committee questions about prosecution services by inviting City Prosecutor Craig Cammock to address the Council. Police Chief Bonnie Bowers first addressed Council praising the services provided by Mr. Cammock and recommending renewal of his contract for 2017. The Chief's remarks were added to the packet materials for the meeting. Carol Yates, Legal Assistant, spoke highly of Mr. Cammock's experience, efficiency, responsiveness, and the extensive range of services provided. Ms. Yates said both the Legal Department and the Municipal Court are run more efficiently and professionally because of Mr. Cammock's dedication to the city. Mr. Cammock addressed the Council on the role of the prosecutor in the municipal court system and his role in Anacortes specifically, summarizing the range of responsibilities and duties he performs. He complimented the Anacortes Police Department and the Municipal Court.

Planning Commission Appointment of Andrea Doll: Mayor Gere requested Council confirmation of her appointment of Andrea Doll to the Planning Commission to fill the remainder of a term expiring December 2018. Mr. Johnson moved, seconded by Ms. Pickett, to confirm the appointment. Vote: Ayes – Walters, Pickett, Adams, Lovelett, Archibald, Miller and Johnson. Motion carried. Ms. Doll thanked Council for the opportunity to serve.

Parks & Recreation Advisory Commission Appointments of JoAnn York-Gilmore, Kathy Shaw & Jack Hartt: Mayor Gere requested Council confirmation of the following appointments to the Parks & Recreation Advisory Commission:

Kathy Shaw to a term expiring October 2018
JoAnn York-Gilmore to a term expiring October 2017
Reappointment of Jack Hartt to a term expiring October 2020
Reappointment of Aaron Rasmussen to a term expiring October 2021

Mr. Johnson moved, seconded by Mr. Adams, to confirm the appointments. Vote: Ayes – Pickett, Adams, Lovelett, Archibald, Miller, Johnson and Walters. Motion carried.

Public Comment

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

Consent Agenda

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

- a. Minutes of October 17, 2016
- b. Approval of Claims in the amount of: \$589,512.83
- c. Approval of Interlocal Agreements for Purchase of SCBA's
- d. Excavator Purchase Authorization
- e. Approval of Interlocal Agreement with Whatcom County for Work Crew Services

The following vouchers/checks were approved for payment:
Voucher (check) numbers: 82464 through 82567, total \$577,956.37
EFT numbers: 208238 through 209366, total \$13,379.08

PUBLIC HEARINGS

Public Hearing: Ordinance 2991 Adopting New Standards for Stormwater Management

Capital Project Coordinator John Franz referred Council to the initial presentation of this item at the October 10, 2016 City Council meeting. He thanked Councilmember Walters and the team of staff members and consultants from Kulshan Services for their successful effort to develop the new standards within the timeline required by the Washington State Department of Ecology.

At approximately 6:27 p.m. Mayor Gere opened the public hearing.

Carol O'Hearn, 11039 Post Drive, referenced Version 6 of the draft ordinance which was included in the packet materials for the October 10, 2016 meeting. Ms. O'Hearn said the draft ordinance offered too much discretion to the Director.

- Regarding page 5, AMC 17.04.050.E, last sentence of the paragraph, Ms. O'Hearn asked what was meant by "exceptions". Mr. Franz explained that DOE requires the city to remove barriers to implementation of LID throughout the Anacortes Municipal Code and that because AMC Titles 16 and 17 did contain some barriers but were currently under revision, the ordinance included supremacy language to give LID requirements included in Title 19 supremacy over the other titles. He said that the Director's discretion in this paragraph was to authorize exceptions to any part of Title 17 that conflicted with LID.
- Regarding page 9, AMC 18.30.050.B, "The Director may impose a civil penalty of up to \$1,000 per day per violation", and AMC 18.30.050.C, "To abate a violation, the Director may:", Ms. O'Hearn said those statements should be changed to "must" or "will" rather than "may". Mr. Franz explained that at DOE's recommendation the city had established an escalation of enforcement policy under which the first step was to provide technical advice, followed by meetings, letters, deadlines for action, etc., but that the Director had discretion to impose fines, for instance in the case of egregious acts, repeat offenses, and so forth. He said this was a requirement of the NPDES permit and the state stormwater manual.
- Regarding page 15, AMC 19.50.040.G.3, "The Director must retain records, including the written findings of fact, of all exceptions from the minimum requirements.", Ms. O'Hearn asked where the findings would be available to the public. Mr. Franz responded that beginning on January 1, 2017, all new development applications would be subject to the new regulations and that all petitions for exceptions would be documented and then reported annually to DOE including the findings of fact. He added that any adjustments or exceptions to the minimum requirements were strictly governed by the state stormwater manual, which the new code adopted, and that any exceptions granted had to be advertised to the public.
- Regarding page 16-17, AMC 19.50.050.D.4, allowing "an alternative permanent protective mechanism approved by the Director," Ms. O'Hearn asked for an example of such a mechanism. Mr. Franz advised that he would research that question and respond to Ms. O'Hearn.
- Regarding page 17-18, AMC 19.50.060.D.2 regarding maintenance plans, Ms. O'Hearn asked where those records would be found and how they could be viewed by the public. Mr. Franz indicated that those public records would be available on request from the Planning Department and added that maintenance plans for privately owned stormwater facilities had to be attached to the plat which was recorded with Skagit County.
- Regarding page 19, AMC 19.55.010.C, "... and the realization of a reasonable enjoyment of property may require the removal of certain trees and ground cover", Ms. O'Hearn asked whose property was referred to and if this was an attempt at a view ordinance. Mr. Franz explained that this section of the code applied to permit applications for clearing, grubbing and grading on one's

own property. Ms. Swetnam confirmed that this section did not apply to vegetation on adjoining properties.

No one else present wished to address Council as part of the public hearing.

Ms. Lovelett asked staff to respond to Mr. Miller's previous request for more information regarding civil enforcement under the proposed new code. Councilmembers discussed enforcement measures with Mr. Franz. Mr. Johnson requested a detailed list of the differences between the old and the new code. Mr. Franz advised that the development code was entirely new but that he would provide the requested list of code changes that pertained to existing commercial and residential property.

Mayor Gere concluded the discussion for the evening but left the public hearing open for future meetings.

Continued Public Hearing: Ordinance 2988: Amendments to AMC Title 2, Title 9, Title 18, and Creating a New Title 20 to Provide for a Fair and Efficient System of Civil Code Enforcement

Ms. Swetnam recommended continued public input and questions while staff continued implementing the changes already discussed and preparing the requested comparison of the proposed code to the current code. She recapped her slide presentation from the October 3, 2016 City Council meeting. Ms. Swetnam reported from a recent WSAMA conference regarding code enforcement appeal fees and hearing examiner fees in other jurisdictions. Mr. Johnson supported a fee structure under which appellants would pay the appeal fees only for unsuccessful appeals. Ms. Swetnam referenced Patrick O'Hearn's question at the October 3, 2016 public hearing regarding whether the public could appeal a determination of the Director not to pursue code enforcement and advised that she found no precedent for such appeals in other jurisdictions. Mr. Walters suggested an annual report on code complaints and the disposition of each to provide transparency. Mr. Johnson reminded staff that Council had requested to know how long a person would have to address a public nuisance before a criminal penalty was imposed. He also asked about Mr. O'Hearn's suggestion that all participants at an appeal hearing be sworn in. Ms. Swetnam supported that idea.

At approximately 7:10 p.m. Mayor Gere invited members of the public to comment on this agenda item.

Patrick O'Hearn, 11039 Post Drive, said one of his concerns was that the Director might make a decision and affected parties might not know in time to appeal to the Hearing Examiner. Mr. O'Hearn referred to the City Council minutes of July 2, 2012 at which Hal Rooks "urged Council to address how the public including adjoining property owners is supposed to learn about decisions the Planning Director can make that don't require public notice. He gave examples of types of decisions that could significantly impact surrounding property owners and their property values and asked how affected parties will learn of decisions in time to become a party of record and file an appeal." Mr. O'Hearn repeated that query, asking if a decision is appealable but no one knows about the decision until the appeal period is over, what good is it?

Mr. Johnson asked if any member of the public could appeal a decision or only parties directly involved. Ms. Swetnam said the city was generally required to provide notice and an opportunity to be heard before taking an enforcement action. She said the city could consider means of providing notice to the general public but issues of standing would still have to be decided. Ms. Swetnam and Mr. Walters reminded that Title 20 dealt strictly with code enforcement and that public notice to surrounding property owners was perhaps less relevant than in the context of Title 19.

Mayor Gere inquired if anyone else present wished to comment as part of the public hearing. No one else wished to address the Council. Ms. Swetnam suggested closing the public hearing but advised that staff would continue to take comments from the public and that the topic would come back to Council for further consideration and adoption. At 7:17 p.m. Mayor Gere closed the public hearing and advised that the matter would come back before Council at a future meeting.

Mayor Gere called a two-minute break. Mr. Walters left the Chambers for the duration of the meeting. At approximately 7:23 p.m. the mayor called the meeting back to order.

OTHER BUSINESS

Council Review of 2017/2018 Budget: Departments Other than Public Works

Finance Director Steve Hoglund invited Council review of the proposed budget for all departments other than public works, which had been presented the prior week. Mr. Hoglund explained that this first ever biennial budget was structured as two one-year budgets for presentation. He noted that the 2017 budget was up nearly \$5.5M from 2016 and said most of the increase was due to capital spending, primarily in the water and sewer funds. Mr. Hoglund also reported that Community Development Fund 180 had been consolidated back into the Planning Department in the General Fund due to sizable anticipated reductions in both lease expense and lease revenue in that fund. Mr. Hoglund stated that the budget was balanced without using general fund cash reserves. He noted that Library Fund 103 budgeted approximately \$14K of cash reserves each year to fund a new .5 FTE position but that Library Director Sheri Miklaski estimated that passport revenues would come in higher than budgeted by nearly enough to cover that expense so cash reserves would not actually be tapped. Finally, Mr. Hoglund reminded that Council was also reviewing 2015-2022 capital facility plan (CFP) projects and that the public hearings and adoption of the two documents would also likely happen concurrently.

Museum Director Steve Oakley presented the proposed museum budget, noting that no major new expenditures were anticipated. He shared a slide presentation, which was added to the packet materials for the meeting, highlighting the museum's 2016 successes and upcoming events in the next biennium. Ms. Lovelett inquired about the impact of opening the Maritime Heritage Center an hour earlier on Saturdays over the summer to provide more restroom access for Farmer's Market patrons. Mr. Oakley advised that very few patrons had utilized that hour. Mr. Hoglund and Mr. Oakley reviewed with Council the CFP item for the museum on page 123 of the proposed budget.

Mr. Hoglund reviewed with Council the CFP items for the Planning, Community and Economic Development Department on page 125 of the proposed budget, noting that neither was budgeted for the upcoming biennium. Planning Director Don Measamer presented the proposed budget for his department. He listed the projects included in the Professional Services line item. He reminded Council of the code updates already underway and advised that remaining 2016 funding would be rolled into 2017 to complete those projects as required. Mr. Measamer shared statistics from the building department, noting the increasing levels of counter, permit and inspection activity. Ms. Lovelett inquired if revised impact fees were reflected in the budget. Mr. Hoglund responded that the revenue projections were based on the current fee structure. Mr. Measamer said his staff was drafting a new fee schedule which would come to full Council for consideration and action in the future but noted that impact fees and general facilities charges did not hit General Fund revenue. Mr. Adams confirmed with Mr. Measamer that no staffing changes were budgeted in his department. Mr. Johnson asked about timing for South Commercial Avenue enhancements and coordination with WSDOT paving for that corridor scheduled for 2021. Mayor Gere reported that recent meetings with WSDOT indicated interest on its part and that some roadway maintenance on Commercial Avenue was likely to occur before 2021.

City Attorney Darcy Swetnam presented the proposed legal department budget. She pointed out the line items reflecting the department's goals including code updates and, beginning in 2018, a .5 FTE legal assistant to support implementation of the electronic content management software included in the information technology budget for 2018. Ms. Swetnam described the function and value of ECM to reduce liability in the area of records responses and records retention and strongly urged adequate staffing to implement such a system based on the experience of other jurisdictions.

Mr. Hoglund reviewed with Council the CFP items for the Fire Department on page 126 of the proposed budget. Fire Chief Richard Curtis presented his department's proposed budget which he said reflected the same level of service as 2016. He identified four major initiatives in the budget: replenishing the equipment replacement fund, completing the self-contained breathing apparatus (SCBA) acquisition which requires grant matching funds, obtaining an extractor to decontaminate firefighting gear and protect the health of firefighters, and nearly \$87K for up to date equipment to extricate victims from vehicles. Mr. Johnson noted that replacement of the \$1.5M ladder truck was looming in the equipment rental capital facilities projects for 2021. Chief Curtis confirmed that the truck would then be 22 years old, two years

older than the standard service life of 20 years which the Public Safety Committee had agreed to extend by two years as a matter of policy.

Library Director Sheri Miklaski advised that the Library Board had just approved the library's strategic plan which she would present to Council at its November 21, 2016 meeting. She said the library's budget for the upcoming biennium aligned with the strategic plan goals. Ms. Miklaski said the budget included an additional .5 FTE library assistant at a cost of less than \$14K in 2017 to help alleviate consistent staffing shortages and support the Family Place Library designation. She also provided background on increases in budget lines for supplies (reflecting higher electronic book prices), professional services (reflecting a one-time investment of \$10K for communications and marketing), and travel and training (to ensure staff stay current with best practices and trends).

Mr. Hoglund reviewed with Council the CFP items for the Parks Department on page 124 of the proposed budget. Parks & Recreation Director Gary Robinson responded to councilmember questions about the CFP projects and was requested to add the South Commercial Avenue pocket park back into the CFP. Mr. Robinson presented his department's proposed budget, referring to his slide presentation which was added to the packet materials for the meeting. Ms. Lovelett asked why the grounds maintenance contract was coming in house in 2018. Administrative Services Director Emily Schuh described the bargaining unit implications of that transition. Mr. Robinson responded to councilmember questions about cemetery maintenance and expansion and about improved access to the madrone grove at the Depot. Ms. Lovelett requested that the Parks & Recreation Committee have more input into the capital plan.

Police Chief Bonnie Bowers presented the proposed budget for her department, noting no staffing increases but advising that several staff were retiring and their positions would be refilled during 2017. Chief Bowers shared a slide presentation, which was added to the packet materials for the meeting, describing the highlights of the budget. She responded to councilmember questions about the new police vehicles, explaining that the Crown Victoria was no longer manufactured and the Tahoe had equal or better mileage, even before the recent propane conversions had begun. Mr. Johnson inquired about painting the Public Safety building; Mr. Hoglund advised that the project was included in the facilities budget for 2018. Ms. Pickett congratulated Chief Bowers on being named a SWAN Woman of the Year.

Administrative Services Director Emily Schuh presented the proposed budget for her department, referring to her slide presentation which was added to the packet materials for the meeting. Ms. Schuh addressed the potential for the city to take over the Senior Center from Skagit County, then summarized the highlights of the budgets for human resources, municipal court, public defender, the Senior Center, and the new website.

Mr. Hoglund reviewed with Council the CFP item for the ECM discussed earlier in the evening. He then presented the budgets for the legislative, executive, finance and information technology departments. He noted that some of the payroll expense for finance department staff had been moved to utility funds based on a time study conducted earlier in the year and alerted Council that the proposed budget included one additional full time staff member in the IT department (an increase from three to four) to address the rapid increase in devices citywide, cyber security, ECM implementation, the new phone system, the fiber initiative, and other expanding workload.

Mr. Hoglund reminded Council that there was no regular City Council meeting on October 31, that the advertised public hearings on both the proposed 2017/2018 biennial budget and the 2015-2022 capital facilities plan would occur at the November 7, 2016 City Council meeting, and that ordinances adopting the budget and capital facilities plan and property tax resolutions would be presented to Council for action at the City Council meeting on November 14, 2016. Ms. Lovelett asked about the budget decision matrix that Mr. Johnson had requested the prior week. Mr. Hoglund advised that staff would incorporate any additional items raised at this evening's meeting and then circulate the matrix to Council later in the week following review by the Finance Committee at its regular meeting on Wednesday evening.

There being no further business, at approximately 8:51 p.m. the Anacortes City Council meeting of October 24, 2016 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 November 7, 2016 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
209442	10/10/2016	A1160638	02405	SEBO'S DO-IT CENTER	PVC PIPE - DEPOT	\$1.68
209589	10/25/2016	A1164124	02405	SEBO'S DO-IT CENTER	KEY TRUCK #143	\$1.94
209775	10/3/2016	115-6702120-1740211	08811	AMAZON.COM	BREAKROOM SUPPLIES	\$1.95
209581	10/24/2016	001-351688	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #6935	\$2.51
209583	10/24/2016	001-351677	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #6935	\$2.75
209642	10/25/2016	A1165707	02405	SEBO'S DO-IT CENTER	FASTENERS	\$3.15
209826	10/16/2016	A1162932	02405	SEBO'S DO-IT CENTER	NAILS (CABINET REPAIR)	\$3.23
209607	10/12/2016	900913/1	00021	ACE HARDWARE	DISINFECTANT - DEPOT	\$3.90
209805	10/27/2016	001-351978	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #611	\$3.98
209827	10/21/2016	A1164624	02405	SEBO'S DO-IT CENTER	BIRCH VENEER - SHELVING 2902	\$4.33
209566	10/21/2016	001-351484	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #160	\$4.51
209636	10/21/2016	001-351503	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #203	\$4.74
209440	10/6/2016	A1159407	02405	SEBO'S DO-IT CENTER	IRRIGATION SUPPLIES - DEPOT	\$4.76
209471	10/19/2016	001-351315	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #032	\$4.88
209552	10/24/2016	A1165506	02405	SEBO'S DO-IT CENTER	PART FOR WATER DEPT	\$5.31
209429	9/8/2016	160693	04831	T-SHIRTS BY DESIGN	T-SHIRT PRINTING	\$5.43
209431	9/9/2016	160705	04831	T-SHIRTS BY DESIGN	T-SHIRT PRINTING	\$5.43
209771	10/3/2016	112-0638830-5379404	08811	AMAZON.COM	AAA BATTERIES	\$5.58
209272	10/9/2016	A1160395	02405	SEBO'S DO-IT CENTER	FASTENERS	\$5.64
209531	10/21/2016	901505/1	00021	ACE HARDWARE	ORANGE FLAGGING FOR MERR	\$5.84
209830	10/28/2016	1424774	09961	CARDINAL HEALTH 411, INC.	PHARMACEUTICALS	\$6.00
209562	10/19/2016	001-351285	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #032	\$6.10
209954	10/25/2016	870420-0	09557	KEENEY'S	DRY ERASE MARKERS	\$6.63
209863	10/6/2016	B346684	02405	SEBO'S DO-IT CENTER	FACILITY ITEMS	\$6.65
209473	10/19/2016	A1163917	02405	SEBO'S DO-IT CENTER	FASTENERS	\$6.80
209423	10/10/2016	ARV/30409946	02562	SNAP-ON INDUSTRIAL	HEX KEYS, FASTENERS FOR SHOP	\$7.15
209007	10/6/2016	106-2665676-4397869	08811	AMAZON.COM	PART FOR VEH #207A	\$7.19
209811	9/28/2016	A1156939	02405	SEBO'S DO-IT CENTER	FASTENERS	\$7.22
209893	10/31/2016	00005W5A83446	02817	UNITED PARCEL SERVICE	UPS SHIPPING CHARGES; WEEK ENDING 10-29-16	\$7.29
209824	10/9/2016	B346969	02405	SEBO'S DO-IT CENTER	PAINT FOR CRIBBING	\$7.57
209656	10/27/2016	A1166339	02405	SEBO'S DO-IT CENTER	SAFETY HASP FOR GRAND VIEW CEMETERY	\$7.98

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
209723	10/10/2016	116-0909329-1305829	08811	AMAZON.COM	SAFETY GLASSES	\$8.00
209861	10/26/2016	901872/1	00021	ACE HARDWARE	FASTENERS	\$8.20
209803	10/27/2016	A1166385	02405	SEBO'S DO-IT CENTER	TWISTED MASON LINE, FASTENERS	\$8.29
209534	10/24/2016	A1165364	02405	SEBO'S DO-IT CENTER	MULTI-PURPOSE STRIPPER	\$8.51
209601	10/19/2016	A1163815	02405	SEBO'S DO-IT CENTER	HARDWARE TO HANG BROOMS	\$8.56
209829	10/27/2016	G306405	02027	HD SUPPLY WATERWORKS LTD	BRASS HEX BUSHING 2 X 1 1/2, NO LEAD	\$9.05
209902	10/31/2016	A1167602	02405	SEBO'S DO-IT CENTER	PARTS FOR STREET DEPT	\$9.19
209569	10/22/2016	001-351558	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #217	\$9.32
209434	10/17/2016	869041-0	09557	KEENEY'S	BATTERIES - WONDERLAND WALK LIGHT STICKS	\$9.35
209761	10/22/2016	111-6488908-7936269	08811	AMAZON.COM	50 TIE TACK PINS & BACKS - H/R	\$9.99
209825	10/28/2016	a1166719	02405	SEBO'S DO-IT CENTER	BULBS FOR CAUSLAND PARK	\$10.11
209778	10/3/2016	107-4178313-7957044	08811	AMAZON.COM	D BATTERIES	\$10.25
209858	10/28/2016	A1166747	02405	SEBO'S DO-IT CENTER	D CELL BATTERIES	\$10.30
209777	10/3/2016	109-6621769-4301828	08811	AMAZON.COM	SWEETENER PACKETS	\$10.32
209454	10/11/2016	004292	10376	WA ST DEPT ENTERPRISE SERVICES	PARKING FEE	\$10.50
209553	10/20/2016	001-351359	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #403	\$10.72
209493	10/1/2016	00286-HONTZ	09580	CAMPBELL LAW FIRM	PUB DEF CONFL HONTZ	\$11.00
209570	10/21/2016	98980000008	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS FOR WWTP	\$11.43
209573	10/20/2016	A1164110	02405	SEBO'S DO-IT CENTER	COVERS AND GLUE	\$11.67
209643	10/25/2016	A1165842	02405	SEBO'S DO-IT CENTER	FLOOD LIGHT PHOTO CELL	\$11.70
209264	10/8/2016	111-6851455-0793806	08811	AMAZON.COM	2017 DAYTIMER REFILL - SHELLY OPS	\$12.14
209441	10/6/2016	A1159483	02405	SEBO'S DO-IT CENTER	IRRIGATION SUPPLIES - DEPOT	\$12.17
209509	10/18/2016	869289-0	09557	KEENEY'S	1.5" X 2" COLORED POST ITS - PARKS & FIN	\$12.19
209511	10/1/2016	5044800530	01351	RICOH USA, INC	H/R S/N C86152062 9/1-9/30/16	\$12.68
209846	10/24/2016	A1165517	02405	SEBO'S DO-IT CENTER	FASTENERS	\$12.77
209504	10/19/2016	917 600 0000 9	00494	CASCADE NATURAL GAS CORP.	1915 13TH ST. - 9/21-10/18/16	\$12.87
209773	10/3/2016	107-2742123-5314647	08811	AMAZON.COM	BREAKROOM SUPPLIES	\$13.13
209719	10/1/2016	5044800840	01351	RICOH USA, INC	APD RECORDS COPIER/PRINTER	\$13.41
209024	10/7/2016	5739-8329	10354	ALL ABOUT DOORS AND WINDOWS	SASH HOOK BRACKET	\$13.45
209496	10/20/2016	002-8342513-7173061	08811	AMAZON.COM	NECK LANYARD	\$13.48
208772	9/28/2016	104-2892147-5149010	08811	AMAZON.COM	SUPPLIES FOR OPS BREAK ROOM	\$13.49
209630	10/18/2016	C275812	02405	SEBO'S DO-IT CENTER	MAINTENANCE - WTP	\$13.56

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
209774	10/3/2016	108-0033136-4479454	08811	AMAZON.COM	HEFTY TRASH BAGS	\$13.78
209715	10/26/2016	0683393-001	00306	BAYSHORE OFFICE PRODUCTS INC	COLORED PAPER	\$13.79
209412	10/11/2016	A1161091	02405	SEBO'S DO-IT CENTER	REPLACEMENT BULB	\$13.83
209705	10/22/2016	00005W5A83436	02817	UNITED PARCEL SERVICE	UPS SHIPPING CHARGES; WEEK ENDING 10-22-16	\$13.97
209843	9/27/2016	A1156321	02405	SEBO'S DO-IT CENTER	GLOVES	\$14.90
209767	10/20/2016	10/20/16	10184	US BANK	LUNCH. SEMINAR ATTENDANCE MATT	\$15.00
209801	10/27/2016	October travel	02896	VISA	STATE OF THE PORT CHAMBER LUNCHEON MEETING	\$15.00
209869	10/3/2016	A1158506	02405	SEBO'S DO-IT CENTER	FACILITY SUPPLIES	\$15.08
209872	10/25/2016	A1165685	02405	SEBO'S DO-IT CENTER	CITY HALL REPAIRS	\$15.08
209268	10/9/2016	A1160454	02405	SEBO'S DO-IT CENTER	T-ROD	\$15.17
209575	10/25/2016	A1165629	02405	SEBO'S DO-IT CENTER	PART FOR SOLID WASTE DEPT	\$15.52
209049	10/10/2016	116-2231181-4431441	08811	AMAZON.COM	SAFETY GLASSES	\$15.96
209556	10/19/2016	001-351300	02109	PISTON SERVICE OF ANACORTES	OIL FOR VEH #401	\$16.09
209720	10/20/2016	1988848307	06718	ARAMARK	NYLON MATS CLEANED	\$16.28
209835	10/27/2016	1988858934	06718	ARAMARK	STA 2 MAT SERVICE: 10/27	\$16.28
209768	10/27/2016	1988858939	06718	ARAMARK	NYLON MATS CLEANED	\$16.28
209503	10/1/2016	00157-LUZA	09580	CAMPBELL LAW FIRM	PUB DEF CONFL LUZA	\$16.50
209486	10/1/2016	00292-BOCK	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT BOCK	\$16.50
209489	10/1/2016	00293-EICHENLAMB	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT EICHENLAUB	\$16.50
209585	10/21/2016	61844601	00762	DEPARTMENT OF LICENSING	LICENSING FOR VEH #007	\$16.75
209572	10/22/2016	901571/1	00021	ACE HARDWARE	BUSHINGS, ELBOWS AND TAPE	\$16.75
209307	9/29/2016	30916931	10366	MIDWAY USA	REPLACEMENT PART FOR SHOTGUN; SGT PRUEITT	\$16.98
209928	10/21/2016	October 21, 2016	02896	VISA	SKAGIT CHIEFS MEETING: BOB'S BURGERS	\$17.19
209817	10/9/2016	A1160526	02405	SEBO'S DO-IT CENTER	REPLACEMENT HOSE NOZZLE, PAINT FOR	\$17.34
209430	10/7/2016	WAANA86217	00939	FASTENAL CO	PART FOR WATER DEPT	\$18.47
209628	10/17/2016	A1163063	02405	SEBO'S DO-IT CENTER	MAINTENANCE - WTP	\$19.30
209263	10/7/2016	111-6477745-1307441	08811	AMAZON.COM	AVERY WHITE BUSINESS CARD STOCK CITY	\$19.33
209584	10/24/2016	001-351612	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #6935	\$19.67
209926	10/20/2016	1938	02896	VISA	SKAGIT CHIEFS MEETING - COA MEXICAN	\$19.94
209318	10/13/2016	105-0025746-2401848	08811	AMAZON.COM	PART FOR VEH #172	\$19.99
209874	10/27/2016	901921/1	00021	ACE HARDWARE	FASTENERS	\$20.00
209666	10/27/2016	A1166347	02405	SEBO'S DO-IT CENTER	RUBBER Mallet, GLOVES FOR DEPOT	\$20.20

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209402	10/18/2016	104-3502554-3261051	08811	AMAZON.COM	BREAKROOM SUPPLIES FOR OPERATIONS	\$20.52
209524	10/21/2016	106-1315463-1249849	08811	AMAZON.COM	PART FOR VEH #217	\$20.52
209538	10/17/2016	869025-0	09557	KEENEY'S	POST IT FLAGS & NOTES	\$20.62
209873	10/24/2016	A1165400	02405	SEBO'S DO-IT CENTER	FASTENERS	\$20.70
209532	10/20/2016	538 000 0000 1	00494	CASCADE NATURAL GAS CORP.	411 HILLCREST - 9/21-10/19/16	\$20.75
209647	10/26/2016	C275945	02405	SEBO'S DO-IT CENTER	HACKSAW BLADE, GRINDING STONE	\$21.26
209356	10/18/2016	113-6509735-7421858	08811	AMAZON.COM	N'JOY NON DAIRY CREAMER 1000 PACKETS	\$21.49
209804	10/28/2016	49997559	01616	LOWE'S BUSINESS ACCOUNT/GEMB	CARPET FOR SHELIVING IN 2902	\$21.69
209834	10/26/2016	1988856788	06718	ARAMARK	STA 3 MAT SERVICE: 10/26	\$21.70
209836	10/27/2016	1988858935	06718	ARAMARK	STA 1 MAT SERVICE: 10/27	\$21.70
209271	10/9/2016	U13817/1	00021	ACE HARDWARE	SOLDERING ITEMS	\$22.19
209812	9/28/2016	A1156941	02405	SEBO'S DO-IT CENTER	COBALT BIT	\$22.56
209815	10/27/2016	1988858945	06718	ARAMARK	NYLON MAT CLEANING FOR OPS/SHOP	\$23.07
209437	10/12/2016	900889/1	00021	ACE HARDWARE	BEAUTY BARK - DEPOT	\$23.39
209460	10/20/2016	Ref000209460	10368	MCGRATH, RAYMOND	UB REFUND CST #058554 - CLOSED ACCOUNT	\$23.42
209793	10/27/2016	0683451-001	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES - CARNEGIE	\$23.53
209865	10/10/2016	0188-476204	03816	CONSOLIDATED ELECTRICAL DIST	REPLACEMENT BULB	\$23.72
209639	10/21/2016	41600205253	02909	LES SCHWAB TIRE CENTERS	FLAT REPAIR FOR VEH #838	\$23.87
209635	10/26/2016	001-351850	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #008	\$23.89
209882	10/31/2016	B348627	02405	SEBO'S DO-IT CENTER	ITEM FOR USE FACILITY REPAIRS	\$24.65
209297	9/30/2016	FSQXJW	08928	ALASKA AIRLINES	TRAINING OUT OF STATE BAG FEE	\$25.00
208838	10/3/2016	104-0463102-4038641	08811	AMAZON.COM	STRAINER MESH SCREEN	\$26.04
209605	10/20/2016	119750	09923	GRAY, MATTHEW	O'LEARY, TIMOTHY, DENTAL COPAY, LEOFF1 RETIREE	\$26.40
209565	10/21/2016	001-351457	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #163	\$26.66
209920	11/1/2016	0683575-001	00306	BAYSHORE OFFICE PRODUCTS INC	PUB DEF OFC SUPPLIES	\$26.67
209428	10/7/2016	110854	01022	FRONTIER FORD	PART FOR VEH #157	\$26.93
209523	10/20/2016	A1164142	02405	SEBO'S DO-IT CENTER	PARTS FOR WATER DEPT	\$27.12
209533	10/20/2016	638 000 0000 0	00494	CASCADE NATURAL GAS CORP.	4AA HILLCREST DR. 9/21-10/19/16	\$27.20
209494	10/1/2016	00221-HUDSON	09580	CAMPBELL LAW FIRM	PUB DEF CONF HUDSON	\$27.50
209501	10/1/2016	00291-LELWOJ	09580	CAMPBELL LAW FIRM	PUB DEF CONF LELWOJ	\$27.50
209599	10/12/2016	871231822001	01962	OFFICE DEPOT	TAPE AND PHONE MESSAGE BOOK	\$27.80
209450	10/11/2016	628500012676	04308	COSTCO	BREAKROOM SUPPLIES	\$27.96

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209784	10/11/2016	114-4538810	04834	UNITED SITE SERVICES	INTAKE STATION PORTA-POTTY SERVICE	\$28.23
209320	10/13/2016	105-2337110-6998654	08811	AMAZON.COM	PART FOR SHOP	\$28.84
209568	10/20/2016	001-351448	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #007	\$29.32
209070	9/27/2016	1203178093	08590	NEWEGG BUSINESS INC	INTERNAL CARD READER 3.5" USB 2.0	\$29.98
209544	10/18/2016	82304212	09185	BOUND TREE MEDICAL, LLC	PHARMACEUTICALS	\$30.00
209519	10/20/2016	249632	01023	FRONTIER BUILDING SUPPLY	PLYWOOD SHELVING - 2902	\$30.62
209950	11/1/2016	legal travel	02896	VISA	CITY ATTORNEY FUEL FOR CONFERENCE	\$30.71
209443	10/5/2016	247750	01023	FRONTIER BUILDING SUPPLY	PARTICLE BOARD - DEPOT	\$30.74
209608	10/24/2016	901727/1	00021	ACE HARDWARE	DISINFECTANT - DEPOT	\$31.23
209518	10/17/2016	160838	04831	T-SHIRTS BY DESIGN	HAT - BYER	\$32.55
209919	10/22/2016	8121061316	09706	SHRED-IT USA, LLC	CONTAINER SHREDDING - CITY HALL	\$33.00
209867	10/14/2016	B347451	02405	SEBO'S DO-IT CENTER	ITEMS FOR USE FOR CITY HALL REPAIRS	\$33.08
209478	10/19/2016	106-3703779-8585841	08811	AMAZON.COM	PART FOR VEH #031	\$33.18
209266	10/8/2016	A11060298	02405	SEBO'S DO-IT CENTER	100PC4' BLK CABLE TIE	\$33.60
209619	10/21/2016	199 800 0000 4	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS - 703 R AVE	\$33.65
209935	10/6/2016	220009664396	02192	PUGET SOUND ENERGY	HEART OF ANACORTES 9/7-10/5/16	\$33.87
209426	10/18/2016	001-351186	02109	PISTON SERVICE OF ANACORTES	DOOR MOULDING FOR CAR #032	\$34.51
209474	10/18/2016	A1163416	02405	SEBO'S DO-IT CENTER	COUPLING, CEMENT - IRRIGATION SUPPLIES	\$34.91
209763	10/19/2016	1203442563	08590	NEWEGG BUSINESS INC	USB	\$34.99
209885	10/28/2016	MV150302	01801	MOTOR TRUCKS INC	PARTS FOR VEH #220	\$35.25
209348	10/17/2016	0682715-002	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES; TAPE	\$37.96
209499	10/1/2016	00258-TAYLOR	09580	CAMPBELL LAW FIRM	PUB DEF CONFL TAYLOR	\$38.50
209892	10/22/2016	8121057850	09706	SHRED-IT USA, LLC	OLD RECORDS DESTROYED	\$38.50
209579	10/24/2016	001-351667	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #163	\$38.64
209809	10/27/2016	291301	02549	SMILEY'S INC	PART FOR VEH #90008	\$38.79
209806	10/26/2016	001-351858	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #221	\$39.03
209685	10/27/2016	0683436-001	00306	BAYSHORE OFFICE PRODUCTS INC	POP UP NOTES	\$39.03
209564	10/20/2016	001-351409	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #170	\$40.08
209903	10/31/2016	B348680	02405	SEBO'S DO-IT CENTER	PART FOR STREET DEPT	\$40.20
208820	9/30/2016	106-1221255-5761861	08811	AMAZON.COM	PART FOR VEH #605	\$40.99
209721	10/24/2016	PER DIEM	09097	INGRAM, KATIE	TRAINING PER DIEM; RECORDS SVC MNG INGRAM	\$41.00
209840	10/27/2016	0683419-001	00306	BAYSHORE OFFICE PRODUCTS INC	APPOINTMENT BOOK FOR STUDY ROOMS	\$41.11
209788	10/18/2016	1988844919	06718	ARAMARK	WTP LAUNDRY SERVICE	\$41.95
209789	10/25/2016	1988855531	06718	ARAMARK	WTP LAUNDRY SERVICE	\$41.95

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209854	10/22/2016	8561 00056 03105	07231	HOME DEPOT	20 GALLON TOTES	\$42.32
209526	10/19/2016	674 400 0000 7	00494	CASCADE NATURAL GAS CORP.	STA 1: 9/21 - 10/18	\$42.97
209512	10/1/2016	5044800299	01351	RICOH USA, INC	PUB DEF C86086497 COPIES 7/1-9/30/16	\$43.14
209781	10/17/2016	1130083	02681	SURETY PEST CONTROL	PEST CONTROL CITY HALL	\$43.40
209913	10/28/2016	253-011-6037-1018005	07909	FRONTIER	APD VOICE GRADE CIRCUITS	\$43.81
209072	10/6/2016	1203395563	08590	NEWEGG BUSINESS INC	HDMI V1.3B 1X2 1 TO 2 1440P SPLITTER	\$43.98
209464	10/20/2016	Ref000209464	10371	SKAGIT LAND TRUST	UB REFUND CST #044502 - CLOSED ACCOUNT	\$44.41
209317	10/13/2016	105-6800249-6189018	08811	AMAZON.COM	PART FOR VEH #072 & #031	\$44.45
209832	10/20/2016	1130126	02681	SURETY PEST CONTROL	OCTOBER SERVICE: 29-2	\$44.49
209068	10/1/2016	111-9974281-8041858	08811	AMAZON.COM	CABLE COMB - ORGANIZING TOOL - IT	\$44.95
209646	10/26/2016	B348269	02405	SEBO'S DO-IT CENTER	PADLOCKS AND CHAIN FOR VOLUNTEER PARK	\$45.71
209598	10/12/2016	871231458001	01962	OFFICE DEPOT	COLORED PAPER, COVER STOCK	\$47.28
209637	10/26/2016	001-351839	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #221	\$47.40
209483	10/20/2016	106-6828571-9021804	08811	AMAZON.COM	PART FOR VEH #606	\$47.73
209841	11/1/2016	399367	03957	THYSSENKRUPP ELEVATOR CORP	PHONE MONITORING - ELEVATOR	\$47.88
209759	10/21/2016	111-5057790-9449040	08811	AMAZON.COM	AZAR 8 POCKET BROCHURE DISPLAY	\$48.29
208773	9/29/2016	107-7563180-8565005	08811	AMAZON.COM	LAMINATING ROLL	\$48.34
209433	10/6/2016	1132286	02681	SURETY PEST CONTROL	MONTHLY PEST CONTROL-OPERATION SEPT	\$48.83
209490	10/1/2016	00178-FINGARSON	09580	CAMPBELL LAW FIRM	PUB DEF CONF FINGARSON	\$49.50
209488	10/1/2016	00240-DAVIS	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT DAVIS	\$49.50
209498	10/1/2016	00262-SIMS	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT SIMS	\$49.50
209485	10/1/2016	00274-ANDERSON	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT ANDERSON	\$49.50
209604	10/18/2016	300090712	01443	KCDA PURCHASING COOPERATIVE	36 X 1000 CRAFT PAPER ROLL - MESSY ME	\$51.62
209510	10/21/2016	83675019	10088	GOTOCITRIX.COM	MONTHLY GOTOCITRIX PAYMENT	\$53.17
209800	10/27/2016	C275964	02405	SEBO'S DO-IT CENTER	BLOCK SAW RENTAL	\$53.25
209802	10/25/2016	74263790	07342	VERIZON BUSINESS	MONTHLY & LONG DIST	\$53.64
209695	10/21/2016	549706	01765	MISTER T'S AWARDS/EMBROIDERY	RETIREMENT PLAQUE; D'AMELIO	\$54.20
209578	10/21/2016	0682976-001	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$54.23
209463	10/20/2016	Ref000209463	10370	LANGE, SARAH	UB REFUND CST #046334 - CLOSED ACCOUNT	\$54.44
209883	10/28/2016	001-352170	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #220	\$54.83

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209497	10/1/2016	00261-HILES	09580	CAMPBELL LAW FIRM	PUB DEF CONF HILES	\$55.00
209255	10/7/2016	A1159944	02405	SEBO'S DO-IT CENTER	FASTENERS	\$56.81
209350	10/17/2016	0682853-001	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES; CALENDARS	\$57.25
209525	10/19/2016	169 400 0000 9	00494	CASCADE NATURAL GAS CORP.	STA 2: 9/21 - 10/18	\$57.30
209359	10/12/2016	108-1813630-7829804	08811	AMAZON.COM	TASK LAMP FOR STAFF TO USE AT DESK	\$58.14
209254	10/6/2016	A1159436	02405	SEBO'S DO-IT CENTER	ELECTRICAL TAPE	\$58.32
209897	10/28/2016	REIMB	06517	BOWERS, BONNIE W	REIMB FOR CAKE AND FLOWERS FOR CAPT D'AMELIO LEAVING APD AFTER 25 YRS OF SVC	\$58.59
209021	10/7/2016	W534323205	07231	HOME DEPOT	45 GAL. CLEAR RECYCLING BAGS	\$59.67
209633	10/25/2016	B348243	02405	SEBO'S DO-IT CENTER	PARTS FOR SHOP	\$59.89
209502	10/1/2016	00263-MCCLAUGHRY	09580	CAMPBELL LAW FIRM	PUB DEF CON MCCLAUGHRY	\$60.50
209306	10/12/2016	200047836	10365	ENVIROSAFETY	SAFETY VESTS	\$60.54
209722	10/20/2016	510253	09222	WASHINGTON STATE FERRIES	INVESTIGATION 16-ST0005; FERRY RIDE TO FRIDAY HARBOR	\$60.55
209251	10/10/2016	8561 00002 28650	07231	HOME DEPOT	FURNITURE HOLE COVERS	\$62.11
209066	9/28/2016	4017	06279	PUBLIC TREASURY INSTITUTE	BOOK HIGHLY COMPETENT CASHIERS	\$64.00
209898	10/28/2016	2062930161	07909	FRONTIER	STA 2 FAX: 10/28 - 11/27	\$65.57
209500	10/1/2016	00155-TOLONEN	09580	CAMPBELL LAW FIRM	PUB DEF CONF TOLONEN	\$66.00
209951	10/28/2016	2062936955	07909	FRONTIER	ELEVATOR PHONE: 10/28 - 11/27	\$67.02
209547	9/30/2016	010976	00930	SKIDMORE PHARMACY INC.	SEPTEMBER, LEOFF1 RETIREES	\$69.18
209953	10/28/2016	3062939063	07909	FRONTIER	STA 3 PHONE/FAX: 10/28 - 11/27	\$69.20
209818	9/28/2016	JD registration	00137	NW WA SUBSECTION PNWS-AWWA	CLASS REGISTRATION FOR JORDAN DAVIS - 2016 WATER TREATMENT WORKSHOP	\$70.00
209481	10/7/2016	0104318	06543	PACIFIC TIRE	SERVICE ON VEH #511	\$71.61
209641	10/27/2016	2454323	02342	SAFEWAY INC	ICE FOR THE LAB	\$71.82
209527	10/20/2016	1988848315	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$73.41
209135	10/25/2016	0163390 IN	06422	NURNBERG SCIENTIFIC GROUP	BUFFER STANDARD	\$73.45
209770	10/19/2016	566387	10092	WALTER E NELSON CO	FACILITY SUPPLIES FIRE STATION	\$74.58
209561	10/24/2016	1988852358	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$74.81
209876	10/31/2016	792107900	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$75.69
209853	10/21/2016	1547644	00326	BELLAIR CHARTERS	RETURN SHUTTLE FOR TESORO TRAINING - QO	\$76.00
209435	10/18/2016	106-1763509-3270663	08811	AMAZON.COM	PARTS FOR VEH #217 & #029	\$76.98
209293	9/30/2016	15786315	00542	CHEAPER THAN DIRT	FIREARMS; ADJUSTABLE STOCK	\$77.27
209813	9/30/2016	A1157556	02405	SEBO'S DO-IT CENTER	WRECKING BAR, BOLT CUTTER: CERT TRAILER	\$79.18
209910	10/28/2016	360-293-4900-0912865	07909	FRONTIER	APD BAC LINE	\$81.21

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209466	10/20/2016	Ref000209466	10373	CLUMPNER, LORI & ROBERT	UB REFUND CST #039106 - CLOSED ACCOUNT	\$82.38
209916	10/28/2016	360-299-6615-061516-	07909	FRONTIER	APD DISPATCH LINE	\$83.11
209644	10/11/2016	0162845-IN	06422	NURNBERG SCIENTIFIC GROUP	BUFFER PH4	\$84.22
209256	10/11/2016	A1161188	02405	SEBO'S DO-IT CENTER	DUCT TAPE	\$85.62
209588	10/18/2016	101816	00180	ANACORTES TOWING LLC	TOWING OF VEH #009	\$86.26
209067	9/30/2016	111-9974281-8041858	08811	AMAZON.COM	VERTICAL CABLE MANAGEMENT RACK - IT	\$87.99
209219	10/4/2016	0798 004 6788	10146	BEST BUY	HDMI CABLES FOR COURTROOM MONITOR	\$88.95
209645	10/25/2016	B348210	02405	SEBO'S DO-IT CENTER	FIELD MARKING PAINT	\$88.97
209513	10/19/2016	1394832	09961	CARDINAL HEALTH 411, INC.	PHARMACEUTICALS	\$89.90
209909	10/28/2016	253-009-1310-0919005	07909	FRONTIER	APD FRAME RELAY	\$91.38
205492	6/22/2016	1476150	02519	SKAGIT PUBLISHING	AA-1476150 NOTICE OF HEARING CANCEL PUD-2016-1001	\$91.54
209938	11/1/2016	Reim	03178	BARBER, LYNN	REIMBURSE FOR AWC BENEFIT EXPO AND SIHRMA REGISTRATION	\$92.00
209889	10/27/2016	WAANA86710	00939	FASTENAL CO	FASTENERS - AR DANIELS FIELD	\$92.69
209508	10/20/2016	0179433	00950	FIDALGO BAY COFFEE COMPANY	10 LBS. COFFEE: 10/20	\$93.00
209952	11/1/2016	0159970	00950	FIDALGO BAY COFFEE COMPANY	DAYBREAK COFFEE - 3RD FLOOR	\$93.00
209439	10/5/2016	A1159256	02405	SEBO'S DO-IT CENTER	IRRIGATION SUPPLIES - DEPOT	\$96.87
209783	10/11/2016	900779/1	00021	ACE HARDWARE	PLUMBING PARTS FOR FLUORIDE ANALYZER PROJECT	\$97.40
209045	10/10/2016	116-0342372-6132226	08811	AMAZON.COM	C FOLD PAPER TOWELS	\$98.20
209606	10/13/2016	114-4556757	04834	UNITED SITE SERVICES	Portable toilet rental - WA Pk Loop #1	\$98.22
209451	10/13/2016	111-1691314-2345035	08811	AMAZON.COM	RED LED SAFETY TRAFFIC WANDS - PARKS	\$99.95
209625	10/20/2016	10/20/2016	00955	FIDALGO CLEANING	CLEANING - CARNEGIE	\$100.00
208801	9/30/2016	106-7807248-5263456	08811	AMAZON.COM	MAGNETIC HAND TOOL FOR SHOP	\$100.48
209839	9/23/2016	102-5949819-5977818	08811	AMAZON.COM	CELL CASES, CHARGERS; TACTICAL BACKPACK	\$100.97
209421	10/15/2016	MV149293	01801	MOTOR TRUCKS INC	FILTERS FOR #514	\$102.60
209626	10/18/2016	249321	01023	FRONTIER BUILDING SUPPLY	MAINTENANCE SUPPLIES - WTP	\$103.02
209472	10/19/2016	001-351280	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #90015	\$103.37
209884	10/25/2016	001-351758	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #221	\$106.28
209540	10/21/2016	260 037 3822 1	00494	CASCADE NATURAL GAS CORP.	611 R AVENUE-9/21-10/20/16	\$106.29
209541	10/5/2016	0550158885	01941	HONEY BUCKET	MT. ERIE PORTABLE UNIT - OCTOBER	\$107.50
209786	9/30/2016	114-4524626	04834	UNITED SITE SERVICES	PORTA POTTY RENTAL AT PARK NEXT TO ROCKRIDGE PUMP STATION	\$110.08

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209779	10/27/2016	0683463-001	00306	BAYSHORE OFFICE PRODUCTS INC	CALENDARS, POST IT FLAGS AND JR LEGAL	\$111.11
209946	10/31/2016	10063155	10069	NAVIA BENEFIT SOLUTIONS	OCTOBER, FLEXIBLE SPENDING PARTICIPANT FEE	\$112.05
209762	10/19/2016	1202188892	08590	NEWEGG BUSINESS INC	Inf:ELECTRONICS STORES- WWW.NEWEGGBUSINESS.COM	\$112.95
209823	6/2/2016	662540	05284	GUARDIAN SECURITY SYSTEMS INC	NEW EXTINGUISHER FOR 6405 SUNSET AVE,	\$116.10
209507	10/5/2016	IN1070074	07823	MUNICIPAL EMERGENCY SERVICES	COMBINATION FOG NOZZLES	\$116.47
209467	10/20/2016	Ref000209467	10374	SAUNDERS, BARBARA	UB REFUND CST #038902 - CLOSED ACCOUNT	\$119.64
209850	9/30/2016	HRO- 093016183853	09217	HAM RADIO OUTLET	ANTENNA FOR CERT TRAILER	\$119.95
209487	10/1/2016	00245-BOYDSTON	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT BOYDSTON	\$121.00
209725	10/20/2016	112-3384813- 0565821	08811	AMAZON.COM	FLASHLIGHT - RECHARGABLE FOR CAR; OFC TREVINO	\$121.34
209942	11/1/2016	001-352361	02109	PISTON SERVICE OF ANACORTES	BATTERY FOR VEH #155	\$121.38
209567	10/20/2016	001-351369	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #410	\$126.73
209620	10/21/2016	91280000000	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS - CARNEGIE	\$128.31
209875	10/26/2016	567338	10092	WALTER E NELSON CO	FACILITY SUPPLIES	\$128.68
209461	10/20/2016	Ref000209461	10369	MARSHALL-MCCONNELL TRUST	UB REFUND CST #057889 - CLOSED ACCOUNT	\$130.26
209957	10/27/2016	RECURRING	00007	CINTAS CORP	FIRST AID SUPPLIES - LIBRARY	\$133.02
209571	10/19/2016	0526644-IN	02260	REISNER DISTRIBUTOR INC	OIL FOR VEH #514	\$134.52
209799	11/1/2016	1749707-0043-4	02997	WASTE MANAGEMENT	WTP SOLID WASTE DISPOSAL FOR OCTOBER	\$135.12
209881	10/28/2016	001-352100	02109	PISTON SERVICE OF ANACORTES	MISC FILTERS FOR SHOP STOCK	\$137.32
209424	10/18/2016	B347710	02405	SEBO'S DO-IT CENTER	GAS & C.O. DETECTOS FOR SHOP	\$138.43
209814	10/6/2016	JM & SE Registration	00137	NW WA SUBSECTION PNWS-AWWA	CLASS REGISTRATION FOR JEFF MARRS & SCOTT EISEN - 2016 WATER TREATMENT WORKSHOP	\$140.00
209609	8/30/2016	ML-16083012115	08682	CASCADE ENGINEERING SVCS INC	RADAR REPAIR - REDO.	\$140.10
209479	10/7/2016	0104316	06543	PACIFIC TIRE	SERVICE ON VEH #512	\$143.22
209944	10/31/2016	MV150525	01801	MOTOR TRUCKS INC	PARTS FOR VEH #610	\$145.17
209491	10/1/2016	00275-GARCIA	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT GARCIA	\$148.50
209482	10/20/2016	0179432	00950	FIDALGO BAY COFFEE COMPANY	COFFEE FOR OPS/PARKS DEPT	\$148.80
209862	10/28/2016	00003480	07717	VEAL, ADAM	CDL MEDICAL EXAMINER'S CERTIFICATE	\$150.00
209618	10/10/2016	6290	02192	PUGET SOUND ENERGY	ELECTRICITY - CARNEGIE, WTP, MHC	\$154.42
209371	10/18/2016	204532	01206	HAWK LABELING SYSTEMS	LABELS	\$154.90
209514	10/21/2016	bld-2016-1054	07709	MT BAKER ROOFING INC	REFUND BLD-2016-1054	\$157.75
209484	10/1/2016	00215- Coverage	09580	CAMPBELL LAW FIRM	COVERAGE FOR PUBLIC DEFENDER	\$159.50
209465	10/20/2016	Ref000209465	10372	MILLISON, RICHARD	UB REFUND CST #039604 - CLOSED ACCOUNT	\$159.51

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209891	10/27/2016	102616	00180	ANACORTES TOWING LLC	TOWING; APD CASE #16-A08331	\$162.75
209838	10/26/2016	4798 5100 5527 6725	02813	UNITED STATES POSTAL SERVICE	VISA - USPS PREPAID ENVELOPES	\$163.00
209888	10/25/2016	5039980MB	01530	LAKESIDE INDUSTRIES	RIP RAP - GUEMES CHANNEL TRAIL	\$164.11
209249	10/13/2016	15004220	10364	MONOPRICE.COM	ETHERNET CABLES - ZEROBOOT SERIES CAT6	\$167.20
209631	10/19/2016	49553/2	06246	H.B. JAEGER	8 X 14 PVC SEWER PIPE	\$168.68
209878	10/26/2016	567335	10092	WALTER E NELSON CO	JUMBO ROLL DISPENSER	\$169.11
209614	10/18/2016	1161959	02450	SIGNATURE FORMS INC	BLANK CHECK STOCK (AP)	\$169.53
209146	10/11/2016	110-4449197-7245065	08811	AMAZON.COM	FILE FOLDERS, ENVELOPES, LABELS, PENS,	\$170.13
209344	10/17/2016	Reim	01478	KING, MICHAEL L	REIMBURSEMENTS FOR PHARAMACY COPAYS, LEOFF1 RETIREE	\$170.41
209769	10/24/2016	567142	10092	WALTER E NELSON CO	FACILITY SUPPLIES	\$170.63
209580	10/20/2016	00277414	07378	MUNICIPAL CODE CORPORATION	AMC ON-LINE UPDATE THRU ORD. 2987	\$170.94
209574	10/24/2016	2016-1103	02454	ISLAND SASH & DOOR	TEMPERED GLASS FOR DOOR	\$171.97
209549	10/3/2016	5573	01374	IVERSEN, ROBERT	REIMBURSE LENSES & FRAMES, LEOFF1 RETIREE	\$175.00
209563	10/22/2016	000099E018436	02817	UNITED PARCEL SERVICE	RAINIER OVERNIGHT SAMPLE DELIVERY -	\$176.47
209797	10/17/2016	768 2	01616	LOWE'S BUSINESS ACCOUNT/GEMB	SEPTEMBER/OCTOBER HARDWARE SUPPLIES	\$177.89
209864	10/29/2016	000099e018446	02817	UNITED PARCEL SERVICE	RAINIER OVERNIGHT SAMPLE DELIVERY -	\$182.33
209726	10/19/2016	RS18018154	10377	SHIFTNOTE, LLC	SHIFTNOTE PROGRAM 11/1/16-1/31/17	\$194.85
209592	10/13/2016	ARV/30445603	02562	SNAP-ON INDUSTRIAL	PARTS FOR SHOP STOCK	\$197.26
209798	10/24/2016	0197063-IN	02260	REISNER DISTRIBUTOR INC	CETUS DE 100	\$206.46
209760	10/21/2016	111-3763802-7329821	08811	AMAZON.COM	GARMIN USB GPS NAVIGATOR - APD	\$211.53
209807	10/21/2016	001-351466	02109	PISTON SERVICE OF ANACORTES	FILTERS FOR SHOP STOCK	\$215.00
209468	10/20/2016	Ref000209468	10374	SAUNDERS, BARBARA	UB REFUND CST #038902 - CLOSED ACCOUNT	\$220.03
209905	11/1/2016	49634/2	06246	H.B. JAEGER	SITTWOOD DSHI#2981 FIX	\$220.55
209462	10/14/2016	52552	04906	TASER INTERNATIONAL	TASER TRAINING INSTRUCTOR COURSE; SGT PRUIETT	\$225.00
209469	10/19/2016	52707	04906	TASER INTERNATIONAL	TASER TRAINING INSTRUCTOR COURSE; OFC DOTZAUER	\$225.00
209594	10/25/2016	Pay App 5 - FINAL	06115	C JOHNSON CONSTRUCTION INC	2016 AC WATERLINE REPLACEMENT PROJECT	\$226.46
209837	10/20/2016	2035427	05254	STRYKER SALES CORPORATION	GURNEY MATTRESS (REPLACEMENT)	\$236.89
209548	10/24/2016	0542005-001	02835	UNUM LIFE INS CO OF AMERICA	LEOFF LONG-TERM CARE PREMIUM	\$236.96
209833	10/18/2016	T309189	10379	AMB TOOLS & EQUIPMENT	ACCESS DOOR LINER, SUPPLIES, LABOR TO	\$238.65
209855	10/20/2016	104-5721845-6395454	08811	AMAZON.COM	SNAP-ON HOOKS FOR BUNKER GEAR STORAGE	\$241.65
209822	10/28/2016	315081	02896	VISA	DOOR CLOSERS FOR CITY HALL	\$243.04
209438	10/4/2016	I4348986	01004	FOWLER COMPANY INC, H D	IRRIGATION SUPPLIES - DEPOT	\$243.61

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209717	10/21/2016	038 200 0000 2	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS	\$248.64
209616	10/25/2016	T4b4s403	00117	AMERICAN ALLIANCE OF MUSEUMS	MEMBERSHIP - AAM	\$250.00
209921	9/30/2016	002-3485860-7283414	08811	AMAZON.COM	2-WAY RADIO, COAX CABLE- CERT TRAILER	\$253.26
209621	10/20/2016	2451999	01050	GAYLORD BROTHERS INC	ARCHIVAL SUPPLIES	\$255.81
209886	10/26/2016	00081795	09304	OWEN EQUIPMENT COMPANY	PART FOR VEH #610	\$257.49
209776	10/21/2016	44040000000 10/21/16	00494	CASCADE NATURAL GAS CORP.	FIDALGO CENTER NATURAL GAS USAGE	\$260.46
209505	10/12/2016	0524904	00932	FERGUSON ENTERPRISES, INC	ACCUMAG DUAL BATTERY PACK	\$270.71
209495	10/20/2016	002-6743188-1397837	08811	AMAZON.COM	CANON POWERSHOT SX610 HS CAMERA WITH	\$273.63
209860	10/25/2016	S20167723	02677	SUPERIOR SYSTEMS INC	FABRICATE TUBES FOR OIL INJECTOR GUNS	\$276.68
209831	10/21/2016	771019	01588	LIFE ASSIST INC	EXAM GLOVES, PREP RAZORS, O2 ADAPTER	\$278.95
209887	9/3/2016	5039825MB	01530	LAKE SIDE INDUSTRIES	CRUSHED ROCK AND DUMP FEES - THOMPSON	\$284.46
209780	10/21/2016	79570000004 10/21/16	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS USAGE @ CITY HALL	\$287.35
209420	10/17/2016	MV149337	01801	MOTOR TRUCKS INC	BELTS, 8 PK. FOR #602	\$289.59
209842	10/18/2016	5758	01269	HOW IT WORKS INC	2016 COMP PLAN BOOKLETS PRINTING	\$292.53
209542	10/21/2016	710 300 0000 5	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS 09/21/16 - 10/20/16	\$293.08
209432	10/10/2016	160815	04831	T-SHIRTS BY DESIGN	T-SHIRTS - MT. ERIE ROAD RUN	\$297.29
209739	10/14/2016	688233	05284	GUARDIAN SECURITY SYSTEMS INC	GUARDIAN SERVICE CALL TROUBLE CODE	\$299.46
209819	9/26/2016	156193	01132	GREEN RIVER COMMUNITY COLLEGE	CLASS REGISTRATION FOR JORDAN DAVIS - WTPO I & II CERT EXAM REVIEW	\$300.00
209550	10/19/2016	101412	00244	ASSN OF WASHINGTON CITIES	NOVEMBER, SUPPLEMENTAL LIFE INSURANCE	\$300.41
209816	9/26/2016	156196	01132	GREEN RIVER COMMUNITY COLLEGE	CLASS REGISTRATION FOR RICHARD SIEDLIK - PROCESS CONTROL	\$310.00
209477	8/11/2016	BBB012112-BB06	02178	PROSTOCK ATHLETIC SUPPLY	SPECTRUM CLASSIC SYSTEM	\$310.26
209912	10/28/2016	360-588-1422-0822015	07909	FRONTIER	APD BUSINESS LINE	\$310.44
209537	10/21/2016	8136 50 291 0005268	09989	WAVE	FIBER LEASE WTP TO CITY HALL 11/1-11/30	\$319.56
209828	10/27/2016	1988858944	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$321.75
209785	10/4/2016	564484	10092	WALTER E NELSON CO	FIRE STATION FACILITY SUPPLIES	\$336.96
209737	10/13/2016	0101933-IN	10378	NORTHEAST PUMP AND INSTRUMENT	PARTS FOR FLUORIDE SATURATOR TANK REPAIRS	\$340.10
209894	10/25/2016	21247	00841	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING; 9/25-10/25	\$358.05
209939	10/24/2016	006289435	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM BOOTS; OFC ALVES AND CORP MICHAEL	\$363.37
209787	10/20/2016	9774017719	02879	VERIZON WIRELESS	WWTP SCADA MODEMS	\$371.92

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209425	10/17/2016	001-351015	02109	PISTON SERVICE OF ANACORTES	THREADED POST #602	\$373.51
209289	10/18/2016	419449	00651	COOKE COMPANY, THE J P	ANIMAL LICENSES FOR 2017	\$379.00
209419	10/18/2016	S6-1361100	05774	SEATTLE AUTOMOTIVE	RELAY #009	\$382.96
209908	10/28/2016	253-004-9336-0614005	07909	FRONTIER	APD DS1 LINES	\$388.05
209914	10/28/2016	253-006-0176-121494-	07909	FRONTIER	DS1 LINES	\$400.56
209629	10/19/2016	5039930MB	01530	LAKESIDE INDUSTRIES	5/8 & 3/4 ROCK	\$402.22
209516	10/19/2016	1395529	09961	CARDINAL HEALTH 411, INC.	PHARMACEUTICALS	\$407.64
208791	9/30/2016	114-6154841-3798613	08811	AMAZON.COM	UNIVERSAL DRUM LIFTER - UP TO 1000 LBS	\$413.13
209522	10/1/2016	5044800731	01351	RICOH USA, INC	BLACK & WHITE & COLOR COPIES CITYWIDE	\$414.22
209917	11/1/2016	212719	02519	SKAGIT PUBLISHING	EMPLOYMENT AD, OIT POSITION, 10/15 - 10/23/16	\$416.08
209657	10/19/2016	104-1625667-0005805	08811	AMAZON.COM	HIGH VISCOSITY OIL PUMP	\$423.03
209602	10/21/2016	154 700 0000 9	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS 1220 10TH STREET	\$442.15
209546	10/24/2016	863470	09579	WB PROMOS, LLC	MERR SUPPLIES - STAINLESS STEEL	\$443.52
209821	8/17/2016	160647	04831	T-SHIRTS BY DESIGN	ADULT SOFTBALL SWEATSHIRTS	\$448.11
209852	10/12/2016	October 12	02394	SEARS COMMERCIAL ONE	AIR COMPRESSOR	\$455.68
209025	10/7/2016	20692647	10355	WEBSTAIRANTSTORE	ROUND TABLE/SUPPORT HARDWARE	\$456.41
209108	10/6/2016	2478442	00546	CHEMSEARCH	CHEMSEARCH 888	\$457.56
209871	10/28/2016	360-299-0953-1017915	07909	FRONTIER	PHONE SERVICE FOR WWTP	\$463.81
209107	10/4/2016	1109584	02896	VISA	LODGING FOR CITY ATTORNEY AT ANNUAL FALL CONFERENCE	\$468.45
209895	10/28/2016	10220	09161	CLEANER GUYS, LLC	STATION 1: WEEKLY CLEANING FOR OCTOBER	\$488.00
209597	10/25/2016	Subscription	02401	SEATTLE TIMES, THE	PERIODICAL - SEATTLE TIMES	\$488.34
209634	10/25/2016	001-351775	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #221	\$498.02
209877	10/28/2016	001-352121	02109	PISTON SERVICE OF ANACORTES	BATTERY FOR VEH #220	\$498.02
209294	10/4/2016	107409	06939	MAJESTIC INN & SPA	AUX PATROL DINNER DEPOSIT	\$500.00
209945	10/26/2016	IN1075696	07823	MUNICIPAL EMERGENCY SERVICES	HOSE FOR DECON	\$500.90
209879	10/28/2016	001-352123	02109	PISTON SERVICE OF ANACORTES	BATTERY FOR VEH #421	\$503.55
209880	10/26/2016	567358	10092	WALTER E NELSON CO	FACILITY SUPPLIES	\$520.41
209539	10/18/2016	1161950	02450	SIGNATURE FORMS INC	FINAL NOTICE SHEETS UB \$7.5 @ \$57.89	\$537.69
209936	10/17/2016	36795	00663	CORPOLONGO & ASSOCIATES	HADDON RD LITIGATION CC TRANSCRIPTS	\$542.50
209458	10/9/2016	705151	09248	BEST WESTERN AIRPORT EXECUTEL	TRAINING HOTEL STAY; CSO NYBO	\$555.16
209627	10/19/2016	5039964MB	01530	LAKESIDE INDUSTRIES	EZ STREET ASPHALT	\$582.39
209904	11/1/2016	49554/2	06246	H.B. JAEGER	SITTWOOD SDMH#2981 FIX	\$599.15

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209955	10/28/2016	136	10141	SARAH SIBLEY	A TOWN ARTICLES	\$618.00
209929	10/18/2016	105-7465207-2077043	08811	AMAZON.COM	PORTABLE SCENE LIGHT (INVESTIGATIONS)	\$634.63
209250	10/17/2016	0529125	00932	FERGUSON ENTERPRISES, INC	1" CHAMBER COMPLETE	\$662.69
209612	10/20/2016	14262	09617	FRONTLINE CLEANING SERVICES	JANITORIAL SERVICES DECEMBER 2015 (WAS	\$672.00
209587	10/25/2016	121178	05983	OASYS	LG DOCUMENT PRINTER SUPPLIES	\$688.61
209727	10/18/2016	SLS/37105046	09571	ENERSYS	CHECK OVER CHARGER FOR OPERATION AND EVALUATE BATTERIES	\$694.40
209868	8/15/2016	81524	03065	WHITNEY EQUIPMENT CO INC	LIFTING HANDLE FOR FLYGT PUMP	\$699.83
209555	10/25/2016	7438	07474	MACLEOD RECKORD PLLC	GUEMES TRAIL PHASE 2 DESIGN	\$707.20
209937	10/16/2016	36789	00663	CORPOLONGO & ASSOCIATES	HADDON RD LITIGATION CC TRANSCRIPTS	\$710.00
209932	10/16/2016	36790	00663	CORPOLONGO & ASSOCIATES	HADDON RD. LITIGATION TRANSCRIPTS	\$740.00
209851	10/13/2016	232609183	10146	BEST BUY	VIDEO CAMERA FOR TRAINING VIDEOS	\$759.49
209940	10/25/2016	21248	00841	ECONOWASH LAUNDRY & DRY	OCTOBER LAUNDRY	\$763.84
209480	10/17/2016	0104656	06543	PACIFIC TIRE	TIRES FOR SHOP STOCK	\$767.71
209558	10/21/2016	001-351472	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #7914 & #6935	\$783.93
203708	9/26/2016	92852395	10111	SALT LAKE MARRIOTT DOWNTOWN AT	TRAINING; HOTEL STAY INGRAM - SPILLMAN CONFERENCE	\$851.28
209475	10/19/2016	0104699	06543	PACIFIC TIRE	PARTS FOR #710	\$860.81
209388	10/4/2016	834891627	03041	THOMSON REUTERS - WEST	WA STATE & LOCAL COURT RULES FOR 2017	\$883.74
209790	6/27/2016	160517-2841	09913	LAB/COR INC	GIARDIA/CRYPTOSPORIDIUM SAMPLES	\$900.00
209791	8/18/2016	160615-2974	09913	LAB/COR INC	GIARDIA/CRYPTOSPORIDIUM SAMPLES	\$900.00
209772	10/19/2016	566388	10092	WALTER E NELSON CO	FACILITY SUPPLIES	\$952.13
209591	10/24/2016	447777	05742	KARMART	SERVICE ON VEH #149	\$970.40
209794	10/19/2016	160861-3160	09913	LAB/COR INC	GIARDIA/CRYPTOSPORIDIUM SAMPLES	\$1,025.00
209845	10/28/2016	CDBG Reimbursement	06090	STEWART, JOANN	CDBG TRAINING/TRAVEL AFH 10/2016	\$1,106.19
209792	10/13/2016	160783-3128	09913	LAB/COR INC	GIARDIA/CRYPTOSPORIDIUM SAMPLES	\$1,200.00
208337	10/12/2016	BI-0312004	00317	BECKWITH & KUFFEL	BLOWER MOTOR BEARING REPLACEMENT	\$1,283.40
209596	10/17/2016	14241	09617	FRONTLINE CLEANING SERVICES	CUSTODIAL SERVICE	\$1,314.78
209551	10/24/2016	16-067-SEW	04334	BLUE SEAL INC	RETAINAGE RELEASE	\$1,368.00
209640	10/25/2016	410501-17	08733	IDENTIFIX	12 MONTH SUBSCRIPTION TO GOVT VEHICLE MANUALS	\$1,428.00
209925	10/18/2016	4087424	08811	AMAZON.COM	INDUSTRIAL WIRE SHELVING	\$1,480.30
209930	11/1/2016	Order	00086	ALLMAX SOFTWARE, INC.	OPERATOR 10 WASTEWATER DATA MANAGEMENT	\$1,490.00
209941	11/1/2016	4858	05808	AGREEMENT DYNAMICS INC	FACILITATION & COACHING SERVICES	\$1,600.00
209856	10/28/2016	LTAC Reimbursement	10298	RHOADES, LISA	LTAC 98221 ARTIST STUDIO TOUR	\$1,650.00
209506	9/30/2016	AFD 16	01364	ISLAND HOSPITAL	AMBULANCE SUPPLIES, LINENS, O2 - SEPT.	\$1,818.39
209890	7/19/2016	20161101	08563	CHOWANEC, BILL	STATION 3 RENT: NOVEMBER	\$1,976.00

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209248	10/13/2016	287678215	08590	NEWEGG BUSINESS INC	TRANSCIEVER FOR SWITHC PROJECT HP	\$1,979.90
209724	10/26/2016	BI-0312328	00317	BECKWITH & KUFFEL	SAND PUMP BEARING ASSEMBLY REBUILD	\$1,981.99
209296	9/29/2016	01419477	02147	POSITIVE PROMOTIONS	CRIME PREVENTION; APD GIVEAWAYS AND PROMO ITEMS	\$2,035.32
209900	10/31/2016	35748	02260	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	\$2,037.11
209559	10/25/2016	Pay Application 3	01546	LARRY BROWN CONSTRUCTION	RAPID FLASHING BEACONS	\$2,064.13
209536	10/10/2016	26689	10164	MAUL FOSTER ALONGI	F/U OF GEM PROPERTY IMPLEMENTATION	\$2,077.50
209765	10/18/2016	134794194	03318	DELL MARKETING LP	Inf:WHOLESALE COMPUTERS-DMI* DELL HLTHCR/PTR	\$2,130.32
205890	7/19/2016	81351	03065	WHITNEY EQUIPMENT CO INC	FLYGT PUMP HANDLES AND ANODES FOR PUMP	\$2,191.70
209422	10/19/2016	205001	07524	WIDENER & ASSOCIATES	GUEMES TRAIL ENVIRONMENTAL COMPLIANCE	\$2,232.30
209870	10/28/2016	360-293-0327-0122885	07909	FRONTIER	CITY MAIN PHONE 10/28-11/27/16	\$2,273.12
209476	10/11/2016	7453	07306	CASCADE RECREATION INC	DOUBLE ARCH SWING REPLACEMENT - TURSI	\$2,685.38
208537	10/19/2016	G209810	02027	HD SUPPLY WATERWORKS LTD	RE-STOCK WATER INVENTORY PARTS: 1 CPLG MIPXOJCTS	\$2,760.09
209615	10/20/2016	5045141406	01351	RICOH USA, INC	ENG C86112175 COPIES 7/21-10/20/16	\$2,921.03
209927	10/31/2016	Oct 31, 2016 AFC	09481	ANACORTES FAMILY CENTER, THE	CDBG PUBLIC SERVICES 1ST Q PYMT	\$3,358.00
209764	10/20/2016	1202190609	08590	NEWEGG BUSINESS INC	HPE 24-PORT	\$3,578.00
209290	10/10/2016	0682625-001	00306	BAYSHORE OFFICE PRODUCTS INC	O'HEARN V. ANACORTES COPING AND SUPPLIES	\$4,111.11
209782	10/19/2016	93668	01939	NORTHSTAR CHEMICAL	SODIUM HYDROXIDE	\$4,560.65
209795	10/26/2016	91948884	01061	CHEMTRADE SOLUTIONS LLC	ALUM	\$4,645.56
209796	10/19/2016	91943489	01061	CHEMTRADE SOLUTIONS LLC	ALUM	\$4,708.18
208270	9/16/2016	Quote	05643	JSF TECHNOLOGIES	ANACORTES SCHOOL ZONE BEACONS	\$5,075.00
209312	10/17/2016	26547	07996	REICHHARDT & EBE ENGINEERING	MARCH PT RD SHOULDER - JULY 2016	\$5,761.81
209624	10/17/2016	0529133	00932	FERGUSON ENTERPRISES, INC	INVENTORY PARTS - WATER DEPT.	\$7,383.43
209436	10/7/2016	157	05350	SKAGIT COUNTY PUBLIC HEALTH	3RD QUARTER SENIOR SERVICES	\$7,482.00
209557	10/25/2016	381082601	00531	CH2M HILL ENGINEERS INC	WWTP INCINERATOR SCRUBBER	\$7,878.90
209554	9/28/2016	9772772716	07342	VERIZON BUSINESS	WIRELESS CHARGES	\$8,336.77
209844	10/18/2016	Requisition 2	08107	HOUSING AUTHORITY OF THE CITY	CDBG 2016 HA STOVE PURCHASE	\$10,068.50
208763	10/24/2016	343561	10296	THATCHER COMPANY OF MONTANA,	CALCIUM NITRATE	\$10,510.68
209896	10/1/2016	2303	02469	SKAGIT COUNTY SHERIFF'S OFFICE	INMATE MEDICAL PER CONTRACT; PERIOD END 12/25/2016	\$12,478.56
209470	10/11/2016	APD Q4 16	02505	SKAGIT- 911	SKAGIT 911 - AGENCY USER FEE QTR 4 2016	\$33,086.30
209560	10/25/2016	P1568-1	06985	QUALITY CONTROLS CORP.	TELEMETRY IMPROVEMENTS AT WTP	\$43,493.06
209586	10/25/2016	P1551-1	06985	QUALITY CONTROLS CORP.	TELEMETRY IMPROVEMENTS @ WWTP	\$58,303.67

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
209906	11/1/2016	160073 App #1	10383	HYTECH ROOFING INC.	RE-ROOF OPERATIONS BUILDING	\$69,069.07
209577	10/25/2016	Pay App 1 - FINAL	07418	MICHELS CORPORATION	COMMERCIAL AVE SS REHAB	\$151,639.92
209918	11/1/2016	Pay Application 2	10270	MCCLURE & SONS, INC, LES MCCLURE	INCINERATOR SCRUBBER IMPROVEMENTS	\$293,166.46
209363	10/11/2016	41228390	06247	MOTOROLA SOLUTIONS INC	GRANT/POLICE DEPT RADIOS	\$450,326.31

Total **\$1,306,756.35**



Public **W**orks
**Engineering and Development
Services**

NOTICE OF PHYSICAL COMPLETION

DATE: October 19, 2016

TO: Scimitar Construction
Mr. Dave Gold
P.O. Box 1720
Anacortes, WA 98221

PROJECT: Overlay Infrastructure Improvement Project
15-005-TRN-005

Upon final inspection, the City Engineer determined this work as physically complete on

October 12, 2016.

This does not imply acceptance of the work or that all contractor obligations under the contract have been fulfilled.

City of Anacortes
Owner

By

A blue ink signature of Steve Lange, written over a horizontal line.

Steve Lange, Project Manager



City Council Agenda Bill

Meeting Date: 11/7/2016

Agenda Item: 5d

Subject: Contract Award to Design the 32nd Street & D Avenue Intersection Improvements

Staff Contact: Fred Buckenmeyer

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

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

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$71,619.16 to Transportation Solutions, Inc. (TSI) to design improvements at the intersection of 32nd Street and D Avenue.

Background: On June 9, 2016, the City selected 3 consultants from the MRSC Consultant Roster to conduct telephone interviews in consideration of this requirement. On June 23, 2016, TSI was advised that they were chosen to design improvements at 32nd & D Avenue.

Budget Impact	
Amount Budgeted	\$10,000.00
Budget Account (BARS)	105.720.595.30.63
Proposed Expenditure	\$71,619.16
Budget Amendment Required?	No
Revenue Source	86.5% Grant & 13.5% City

Proposed Contract	
Contractor	Transportation Solutions Inc.
Amount	\$71,619.16
Start Date	Inception
End Date	July 31, 2017

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move City Council approve a contract award to Transportation Solutions, Inc. in the amount of \$71,619.16 to design improvements at the intersection of 32nd Street and D Avenue.

Alternative Actions: N/A

Attachments (listed in order presented): Contract

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 16-004-TRN-001

Firm/Organization Legal Name (do not use dba's): Transportation Solutions Inc.		
Address 8250 165th Ave, SE Suite 100	Federal Aid Number STPUS-9929(002)	
UBI Number 601007924	Federal TIN or SSN Number 91-1383114	
Execution Date	Completion Date July 31, 2017	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☒ Yes ☐ No	
Project Title 32nd and D Avenue Intersection Improvements		
Description of Work 32nd and D Avenue Intersection Improvements. Design a single-lane roundabout.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Maximum Amount Payable: \$71,619.16

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: 16-004-TRN-001

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Anacortes hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Eric Shjarback
Agency: City of Anacortes
Address: P.O. Box 547
City: Anacortes State: WA Zip: 98221
Email: erics@cityofanacortes.org
Phone: (360) 299-1980
Facsimile: (360) 293-1938

If to CONSULTANT:

Name: Victor Salemann
Agency: Transportation Solutions, Inc.
Address: 8250 165th Avenue, NE, Suite 100
City: Redmond State: WA Zip: 98052-6
Email: victors@tsinw.com
Phone: (425) 883-4134 ext 120
Facsimile: (425) 867-0898

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

Agreement Number: 16-004-TRN-001

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it 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, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number: 16-004-TRN-001

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

Agreement Number: 16-004-TRN-001

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Denise Van Wyck
Agency: City of Anacortes
Address: P.O. Box 547
City: Anacortes State: WA Zip: 98221
Email: denisev@cityofanacortes.org
Phone: (360) 299-1971
Facsimile: (360) 293-1938

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

Agreement Number: 16-004-TRN-001

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A ***Scope of Work***

Project No. 16-004-TRN-001

See attached Exhibit A-1.

Agreement Number: 16-004-TRN-001

Exhibit A-1
Scope of Services
D Avenue and 32nd Street Roundabout Design
Transportation Solutions, Inc. – Prime Consultant

PROJECT DESCRIPTION, DESIGN CRITERIA, AND DELIVERABLES

A. Project Description

The objective of this project is to develop a roundabout at the intersection of D Avenue and 32nd Street in Anacortes, Washington. The design development will expand on the Intersection Feasibility Study that was developed for City of Anacortes (the CITY) by Reid Middleton in December 2014.

The City of Anacortes (City) is improving the intersection performance and enhancing the safety at the intersection of D Avenue and 32nd Street. A single lane mini roundabout will be designed and constructed at the intersection. Currently D Avenue is free-flowing with stop-sign control on 32nd Street. Residents and Anacortes School District (ASD) bus drivers report long delays on 32nd Street.

The D Avenue 32nd Street intersection is located in a primarily residential area, yet is the intersection of two primary roadways. Commercial Avenue, D Avenue, 12th Street, and 32nd Street form a continuous roadway network around a central portion of the City with the D Avenue/32nd Street intersection in the southeast corner. 32nd and 12th Streets provide continuous east-west connectors; D and Commercial Avenues provide continuous north-south connectors.

The eastbound SR 20 Spur terminates at the Washington State Ferry Terminal. Ferry traffic that wishes to avoid Commercial Avenue uses D Avenue and 32nd Street as a bypass route.

The primary goals of the project include the following:

- Build a safe facility
- The design will not require permanent right-of-way acquisition from the adjacent property owners
- The design will maintain LOS D for the Design Year
- The design will accommodate a mix of vehicles including gravel trucks and school busses
- The design will identify and implement Practical Design Solutions to reduce construction and maintenance costs
- The design will achieve public support and endorsement



Typical Mini Roundabout

B. Project Coordination

This scope of work uses the following references for project team members:

CITY or the City is the City of Anacortes - Project Sponsor and owner of facilities within City of rights-of-way.

Transportation Solutions, Inc. (TSI) or (CONSULTANT)

Jacobs is a subconsultant to TSI providing for civil engineering support. See Exhibit A-2 for Jacobs' Scope of Work

C. Design Criteria

As part of the design effort on this project, design criteria will be developed and approved by the CITY. When developing this design criteria, City of Anacortes standards will govern. Additionally the following Standards and guidelines will be used:

- NCHRP REPORT 672 Roundabouts An Informational Guide, Second Edition
- AASHTO's "A Policy on Geometric Design of Highways and Streets" 2011
- WSDOT Design Manual, July 2016

D. Project Deliverables and Schedule furnished by TSI

Task	Due Date
Task 1 Project Management and Quality Control	October, 2016 - July, 2017
Task 2 Data Collection and Survey	October, 2016
Task 3 Preliminary (15%) Design	October - December, 2016
Task 4 NEPA Documentation support	TBD
Task 5 Stakeholder and Property Owner Coordination	January – February, 2017
Task 6 Final (100%) Design	March - July, 2017

Agreement Number:

E. Information, Responsibilities, and Services Provided by the CITY

The following information will be provided by the CITY. This is not intended to be an exhaustive list and additional data to be provided by the CITY are included throughout the scope of work:

- Roadway and utility as-built drawings
- Topographic survey for design
- Sample CAD drawing with layer naming and symbol conventions
- Available geotechnical data, boring logs, and as-built drawings showing geotechnical information.
- Typical pavement structural section recommendations based on other area projects (for cost estimating purposes).
- Typical storm water infiltration rate recommendations based on other area projects
- Planning and land use data.
- Any available recent traffic counts.
- 5 year crash data
- Existing right-of-way plans for the project area

F. General Project Assumptions

This Scope of Services is based upon certain assumptions and exclusions, identified below and under specific tasks. The following assumptions were used in the development of this scope of services:

- AutoCAD 2016 will be utilized on the project.
- AGI32 software will be used for illumination design
- MS Excel will be utilized for spreadsheets.
- MS Word will be utilized for word processing.
- Roundabout LOS will be analyzed using SIDRA and WSDOT LOS procedures.
- AutoTurn will be utilized to evaluate truck turning movements.
- Construction bid estimates and other opinions of cost and schedule are estimates. Therefore, Consultant makes no warranty that actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections or estimates.

G. Change Management

This is a time and materials contract with a not to exceed maximum. The level of effort for various tasks are estimates and may vary. The contract will be managed to the contract maximum, not the task level budgets.

Task 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL

1.1 Project Management

Project management will be on-going during the course of the project. The project manager will maintain communication with the CITY, will monitor the project's scope, schedule, and budget, will coordinate and communicate with the project's subconsultants, and other similar project management tasks.

Assumptions

- For purposes of this scope it is assumed that project management will require 4 hours per month.

Agreement Number:

1.2 Subconsultant Agreements and Coordination

TSI will prepare subconsultant agreements for Jacobs. This will include developing the draft of the subconsultant agreement, having management from each firm review the agreement, then issuing and executing the final agreements.

1.3 Monthly Progress Reports and Invoices

TSI will provide monthly progress reports and invoices in accordance with CITY standard procedure. We will coordinate the first invoice so that the format is acceptable to the CITY. Each progress report and invoice package will include the TSI invoice showing all labor and direct expenses included for the period, the monthly progress report, and full documentation of labor hours and direct expenses charged for the period for TSI and each subconsultant. A total of ten (10) progress report and invoice packages will be submitted as part of this contract.

Assumptions

- The invoice format for this project will be one that is acceptable to the CITY.
- Progress Report and Invoice packages will be prepared monthly for four (4) months.

Deliverables

- Monthly Progress Report and Invoice Packages
- Monthly Project Schedule update

1.4 Project Kick-Off and Progress Meetings, and Council Meeting Presentations

Meetings will be scheduled to monitor the progress of the project, to coordinate with team members, and to maintain accountability between all members of the team including the CONSULTANT, subconsultants, and the CITY.

1.5 Attend City Council Meeting

The TSI project manager will attend one (1) City Council Meeting as part of this project to report progress to the City Council and to support City staff representatives. The meeting will likely be after the project team completes the preliminary design. Preparation for the City Council Meeting will include developing graphics and/or a power point presentation using the presentation mechanism that best fits the Council's needs.

1.6 Quality Control/Quality Assurance Review

Quality Control reviews will be completed prior to submittal of major deliverables. These will include:

- Draft and Final survey mapping products
- Draft and Final Preliminary Design (15%)
- Draft and Final NEPA/SEPA Documentation
- Draft and Final Presentation Materials
- Draft and Final 90% and 100% Plans and Estimates

Task 2.0 DATA COLLECTION AND SURVEY

The CONSULTANT will update existing project information and obtain new information needed to develop and complete the design. Sources of information may include contract plans, as-builts, surveys, field visits to collect information, City files and databases, design and policy manuals, transportation plans, previous studies, discussions with City, and other sources of information as needed.

2.1 Obtain As-Builts and Contract Plan Sheets

TSI will request from the City any as-built construction documents and contract plans for improvements located in the project vicinity. Any existing area boring logs, roadway structural sections or area infiltration rates that were developed for other area projects will also be provided to the CONSULTANT team.

2.2 Verify Planning Data and Background

TSI will review the current City of Anacortes Transportation Plan and identify features from the plan that appear to be relevant for incorporation in the alternative analysis for the project.

2.3 Verify Environmental and Land Use Constraints

Utilizing files and information received from the city, environmental and land use constraints will be evaluated and verified for applicability to the project. Land use constraints will be identified. These constraints will be placed in a base map for referencing into the design documents, plans, and exhibits.

2.4 Task Deleted

2.5 Site Visits to Obtain Additional Information As Needed

Technical staff from the project team will perform site visits to obtain additional project information not obtainable through electronic media. This may include confirming or reviewing existing surface features, topographical, utility, boundary, environmental and other constraints. It is estimated that a total of three (3) one (1) person site visits will be required by the design team.

2.6 Traffic Volumes

TSI will utilize existing traffic count data traffic forecasts prepared for the Transportation Element of the Comprehensive Plan:

2.7 Obtain Topographical Survey Information

City to provide topographical survey

Task 3.0 Preliminary (15%) Design

The preliminary design will establish the horizontal layout of the roundabout including the dimensions of the circulating roadway, mountable central island, mountable splitter islands, entry and exit geometry, sidewalks, landscape areas. The Preliminary Design will include a Design Report documenting the design process including design vehicle selection and level of service analysis for year of opening and 2036.

3.1 Design Report

The Preliminary Design will include a Design Report documenting the design process including design vehicle selection and level of service for year of TSI will develop use SIDRA operational software to calculate the level of service based on WSDOT recommended methodology consistent with the traffic data and forecasts in the City's Comprehensive Plan. This analysis will evaluate level of service (LOS) of the intersection to meet City LOS standards for the design year. TSI will obtain crash data from the City of Anacortes for 2011-2015. The crash data will be reviewed and to determine if the proposed roundabout design will mitigate any significant crash patterns. The

Design Report will include:

- Traffic forecasting assumptions
- Operational analysis methodology and results
- Safety analysis methodology and results
- Design vehicle selection and design consistency
- Fastest paths analysis
- Potential impacts to adjacent properties and recommended mitigations
 - Driveway impacts
 - Slope/landscape impacts
- ADA Compliance
- Illumination recommendations
- Potential utility relocations

Assumptions

- Traffic data will be obtained from the Transportation Element of the Comprehensive Plan
- The CITY will provide crash data as identified in the scope.

Deliverables

- Draft and Final Design Report

3.2 Preliminary Design (15%)

The CONSULTANT will work hand-in-hand with the CITY and other stakeholders to refine the design parameters for the project and generate a Preliminary Design in enough detail to establish the project footprint for purposes of NEPA/SEPA documentation, drainage calculations, and stakeholder involvement. The design will include key features to the intersection design:

- General roundabout geometry
 - Central island
 - Splitter islands
 - Circulating roadway
- Curbing details
- Pavement details including colors and textures
- Non-motorized facilities
 - Sidewalks
 - Crossings
- Required ADA facilities
- Illumination
- Signing and pavement markings

Deliverable

- Preliminary Design in (15%) 11"x17" PDF

3.3 Prepare (15%) Cost Estimate for Preliminary Design

The CONSULTANT will develop a 15% cost estimate for the preliminary design. The cost estimate will use WSDOT Standard Bid Items. All major work items will be quantified. Miscellaneous items such as traffic control, landscaping, drainage, barrier, etc. will not be quantified but will be included as

Agreement Number:

a percentage of major work items.

Deliverables

- Preliminary (15%) Cost Estimate in MS Excel

Task 4.0 Environmental Documentation

The CONSULTANT shall work with the CITY to execute a Categorical Exemption (CE) for the project to comply with the National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA)

Assumptions

- The project will meet the conditions of a Programmatic NEPA CE.
- The project will meet the requirements of an Endangered Species Act (ESA) No Effect determination via Part 5 of the CE form. NMFS and USFWS will concur with a No Effect determination and preparation of stand-alone ESA documentation (e.g., Biological Assessment/Evaluation or memorandum) and formal consultation will not be required.
- The project will meet the requirements of a Section 106 exemption and preparation of an APE and cultural resources survey will not be required.
- No additional technical reports or surveys will be required in support of the CE Documentation Form, including but not limited to air quality, noise, environmental justice, and hazardous materials. If this documentation is required, it can be prepared by the CONSULTANT as an extra service.
- No Section 4(f) or 6(f) resources are located within the project area.

4.1 NEPA

The CONSULTANT shall provide copies of available design information created in other tasks for the City's use to complete the NEPA documentation

4.2 Section 106 Cultural Resources Compliance

The CONSULTANT shall provide copies of available design information created in other tasks for the City's use to complete the Section 106 Cultural Resources compliance process.

4.3 SEPA

Following Local Programs approval of the CE, the CONSULTANT shall provide copies of available design information created in other tasks for the City's use to complete SEPA Checklist for the project.

Deliverables:

- Copies of available design information created in other tasks for the City's use in obtaining NEPA and SEPA approvals

Task 5.0 OPEN HOUSE AND PROPERTY OWNER COORDINATION

5.1 Public Open House

Consult shall attend up to one (1) Open House meetings in support of City staff.

Deliverables

- Display materials and/or a PowerPoint based upon preliminary and or final design products developed during as part of this scope of work.

City Responsibilities

- Provide facility for Open House meetings
- Attend, lead, and present at Open House meetings
- Include Open House dates in City newsletter and on City website (if one is developed for the project)

5.2 Adjacent Property Owner Meetings

The City will designate a lead to act on behalf of the City fielding all questions and concerns as well as recording and documenting those concerns. Consultant staff will attend up to four (4) property owner meetings with city staff.

Deliverables

- Display materials based upon preliminary and or final design products developed during as part of this scope of work.

City Responsibilities

- Coordination of property owner meetings as appropriate

Task 6.0 Final Design (90% and 100%)

Final design shall consist of a 90% plan set based on the 15% design for city review followed by a 100% plan set for final review. The 90% and 100% plans will include all the following elements. The 90% plans may include requests for clarification for minor details that will be resolved in the 100% plans.

6.1 Index and Vicinity Map

TSI will develop an Index and Vicinity Map showing the project location and a list of sheets included in the design plans.

6.2 Site Preparation Plan

The site preparation plan will specify site preparation activities including but not limited to clearing, grubbing, cut, fill, roadway removal, sidewalk removal, demolition, and existing utility protection, demarcation and/or relocation in order to create favorable site conditions which facilitate construction activities.

6.3 Horizontal Layout and Paving Plans

Horizontal layout and paving plans will be prepared to include:

- Horizontal geometry for the intersection including:
 - Central island
 - Splitter islands
 - Approach roadways
- Paving limits
- Curb, gutter, and sidewalk limits
- Driveway restoration limits
- Roadway sections
- Driveway sections

Assumptions

- Plans will be prepared at 1" = 20' full size (22"x34") and 1"=40" half size (11"x17")
- Plans will use City and WSDOT Standard Details

6.4 Roundabout Details

A roundabout detail sheet will be prepared to show mountable curb details, splitter island geometric details, and truck apron details.

6.5 TESC Plan

Project specific temporary erosion sedimentation control (TESC) plan will be prepared consistent with LAG Manual requirements for federally funded projects.

6.6 Grading Plans

Once the horizontal roundabout layout is complete the CONSULTANT will design the grading including all connections to existing roadways. The grading will include the following plans:

- Roadway Profiles (2 sheets)
- Grading plan with point call outs (1 sheet)
- Grading profiles for all the curbs including the central island and outside curbs. (3 sheets)
- Grading Point Tables (2 sheets)

6.7 Drainage Plans

It is anticipated/assumed that the new plus replaced impervious surface area is less than 5,000 square feet, therefore a drainage report is not required. The CONSULTANT shall:

- Determine and document the new and replaced pervious and impervious areas.
- Determine and document the criteria for detention/retention and water quality design.
- Develop and size drainage collection and conveyance tie-ins. It is assumed that new catch basins and storm drains will be tied into existing storm drains within 50 feet of the project site.
- Drainage Plan and Profile will be included in the plan set (2 sheets)

6.8 Pavement Marking and Signing Plans

TSI will prepare pavement marking plans indicating locations for channelization and pavement markings. These plans will be created from the paving plan sheets so that the same match lines are carried through the plan set for clarity and efficiency.

6.9 Illumination Plans

It is anticipated that illumination will be required. The preliminary design effort will include modeling the project's illumination needs with AGI illumination modeling software and showing necessary luminaire locations on the preliminary channelization pavement marking plan sheets.

Assumptions

- Illumination will be installed and maintained by INTOLight/PSE

6.10 Utility Relocation Plans (City prepared)

The City shall prepare utility relocation plans based upon the roundabout design provided by the Consultant. The Consultant will make minor revisions to the roundabout design to avoid utilities if requested.

Found utilities will be used to create preliminary utility plans. These plans will show the locations

Agreement Number:

of each existing utility based on plans provided by the utility companies and/or existing plans. Initial utility contacts will be made, requests for utility company maps of existing utilities will be delivered and an explanation of the project provided. The preliminary utility plans will be provided to the utility companies for their verification of location and to plan the relocation of any facilities necessary to the project. The preliminary utility packages are provided to the utility companies to initiate the verification process and begin the coordination effort of confirming utility location and depth and confirming potholing/monitoring.

Assumptions

- Utility relocation will be the responsibility of the affected utility

6.11 Traffic Control Plans

Project specific traffic control plans will be prepared consistent with LAG Manual requirements for federally funded projects. The traffic control plans will consider the potential closure of one or more intersection approaches to accelerate construction and reduce construction costs.

6.12 Itemized Quantity Takeoff and Cost Estimate

Quantity takeoffs for the multiple design tasks will be reported by each task lead and a preliminary cost estimate for the project will be developed. The cost estimate will take into account recent construction project bid prices in the project vicinity. The cost estimate will also include right-of-way costs, construction contingencies, construction engineering, and contractor mobilization.

6.13 Compile and Submit Final Design Package

TSI will prepare the Design Submittal package based on the City of Anacortes requirements and WSDOT's Design Manual and submit the package for review and comment. The Final Design Plans as described above and as summarized below:

Scope Item	Description	Sheets
6.1	Index and Vicinity Map	1
6.2	Site Preparation	1
6.3	Horizontal Layout and Paving Plans	2
6.4	Roundabout Details	1
6.5	TESC Plan	1
6.6	Grading Plans	8
6.7	Drainage Plans	2
6.8	Pavement Marking and Signing Plans	1
6.9	Illumination Plans	1
6.10	Utility Relocation Plan	1
6.11	Traffic Control Plans	2
	Design Sheet Total	21

Deliverables:

- 90% design plans
- 100% design plans
- Itemized Quantity Takeoff and Cost Estimate

Agreement Number:

Assumptions

- Geotechnical report will not be prepared, design will rely upon geotechnical data from adjacent projects

Task 7.0 PROJECT CLOSEOUT

This task includes archiving hard copy, design, financial, and other electronic files related to the project for storage and easy retrieval if necessary in the future.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

2016 Civil 3D Format

PNEZD Order

Provide Survey Points in txt.format

B. Roadway Design Files

2016 Civil 3D Format

C. Computer Aided Drafting Files

2016 Civil 3D Format

D. Specify the Agency's Right to Review Product with the Consultant

Agency will have access to product at all times. Typical 30/60/90/100 reviews may apply.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Existing files and project history will be provided by Agency to Consultant.

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency will manage project and complete all aspects of project not provided by Consultant to include permitting.

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Email and FTP site.

A. Agency Software Suite

Microsoft
Civil 3D

B. Electronic Messaging System

MS Exchange

C. File Transfers Format

Varies

Exhibit D
Prime Consultant Cost Computations

See attached.



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

April 23, 2014

Victor Salemann, Principal
Transportation Solutions Inc.
8250 165th Ave SE Suite 100
Redmond, WA 98052-6628

Re: Transportation Solutions Inc.
Safe Harbor Indirect Cost Rate

Dear Mr. Salemann:

Washington State is one of ten states who have received approval from Federal Highway Headquarters to participate in the Test and Evaluation Program (TE-045) for use of a "safe harbor" indirect cost rate on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for Transportation Solutions Inc. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-complaint rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor for Transportation Solutions Inc. The Safe Harbor rate is effective on April 23, 2014, for use on WSDOT and Local Agency Agreements.

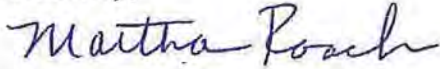
Transportation Solutions Inc. has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in future accordance to Federal cost principles (48 CFR FAR). The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide.

The Safe Harbor Rate will not be subject to audit. Please coordinate with WSDOT Consultant Services (CSO) or your Local Agency Contact if you have questions about when to apply the Safe Harbor rate to your agreement.

Mr. Salemann
April 23, 2014
Page 2

If you or any representatives of Transportation Solutions Inc. have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
Stacie Kelsey, Local Programs
File

CERTIFICATION OF FINAL INDIRECT COSTS -- FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: Transportation Solutions Inc.

Project Number/Name: _____

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110%. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.*
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the 'Path to Compliance'. Steps noted below:

The Pathway must include:

- *A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO*
- *An accounting system which separates indirect costs and direct costs*
- *An accounting system which separates allowable and unallowable cost*
- *A compliant job cost system which is general ledger driven*
- *Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures*
- *A strong written internal control policy with a policy and procedures manual*

*Signature: 

*Name of Certifying Official (Print): DAVID D MARKLEY

*Title: PRESIDENT

Date of Certification (mm/dd/yyyy): 4/23/2014

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.

**Exhibit D - Prime Consultant Cost Determination
Fee Estimate
City of Anacortes 32nd and D Roundabout**

Anticipated Work Task(s)	Estimated Hours						Task Hours	Task Cost
	PIC \$163.10 12	PM \$170.09 40	Sr. Engr \$112.03	Engr \$ 86.21	Tech \$ 86.21	Admin \$ 76.89 12	Acct \$ 57.06 12	
Task 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL							76	\$ 10,368.22
Task 2.0 DATA COLLECTION AND SURVEY	0	14	23	0	0	0	37	\$ 4,957.87
Task 2.1 Obtain As-Built's and Contract Plan Sheets							0	\$ -
Task 2.2 Verify Planning Data and Background			2				2	\$ 224.05
Task 2.3 Verify Environmental and Land Use Constraints		2					2	\$ 340.18
Task 2.4 Task Deleted							0	\$ -
Task 2.5 Site Visits to Obtain Additional Information As Needed		12	12				24	\$ 3,385.40
Task 2.6 Review Traffic Volumes			1				1	\$ 112.03
Task 2.7 Coordinate Topographical Survey Information			8				8	\$ 896.21
TASK 3.0 PRELIMINARY (15%) DESIGN	0	6	60	0	0	0	66	\$ 7,742.12
Task 3.1 Design Report		1	16				17	\$ 1,962.51
Task 3.2 Preliminary Design (15%)		4	32				36	\$ 4,265.20
Task 3.3 Prepare (15%) Cost Estimate for Preliminary Design		1	12				13	\$ 1,514.41
TASK 4.0 ENVIRONMENTAL DOCUMENTATION	0	5	10	0	0	0	0	\$ 1,970.71
Task 4.1 NEPA		2	2					\$ 564.23
Task 4.2 Section 106 Cultural Resources Compliance		1						\$ 170.09
Task 4.3 SEPA		2	8					\$ 1,236.39
Task 5.0 OPEN HOUSE AND PROPERTY OWNER COORDINATION	0	12	8	0	0	0	20	\$ 2,957.29
Task 5.1 Public Open House		4					4	\$ 680.36
Task 5.2 Adjacent Property Owner Meetings		8	8				16	\$ 2,256.93
Task 6.0 FINAL DESIGN (90% AND 100%)	0	14	128	0	0	0	0	\$ 9,534.55
Task 6.1 Index and Vicinity Map			2					\$ 224.05
Task 6.2 Site Preparation Plan			4					\$ 448.11
Task 6.3 Horizontal Layout and Paving Plans		2	2					\$ 564.23
Task 6.4 Roundabout Details		2	12					\$ 1,684.50
Task 6.5 TESC Plan			16					\$ 1,792.42
Task 6.6 Grading Plans			4					\$ 448.11
Task 6.7 Drainage Plans			4					\$ 448.11
Task 6.8 Pavement Marking and Signing Plans		2	16					\$ 2,132.60
Task 6.9 Illumination Plans			16					\$ 1,792.42
Task 6.10 Utility Relocation Plans			8					\$ 896.21
Task 6.11 Traffic Control Plans		2	24					\$ 3,028.81
Task 6.12 Itemized Quantity Takeoff and Cost Estimate		2	12					\$ 1,684.50
Task 6.13 Compile and Submit Final Design Package		4	8					\$ 1,576.57
Task 7 PROJECT CLOSEOUT	1	1	1	1	1	1	7	\$ 751.59
Totals	13	92	230	1	1	13	13	\$ 38,282.35
							Hours Total	Labor Total

Jacobs Engineering Grading and Drainage	\$32,736.81
TSI Expenses	\$ 600.00
Grand Total	\$ 71,619.16

Transportation Solutions Inc.
Actuals Not To Exceed Table (ANTE)

Job Classifications	Direct Labor Rate Not to Exceed	Safe Harbor Overhead 110%	Safe Harbor Fixed Fee 30%	All Inclusive Hourly Billing Rate Not to Exceed
Principal/Project Manager	\$75.00	\$82.50	\$22.50	\$180.00
Sr. Engineer	\$55.00	\$60.50	\$16.50	\$132.00
Project Engineer	\$44.00	\$48.40	\$13.20	\$105.60
Engineering Technician	\$38.00	\$41.80	\$11.40	\$91.20
Project Administrator	\$35.00	\$38.50	\$10.50	\$84.00
Financial Administrator	\$37.00	\$40.70	\$11.10	\$88.80

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached for: Jacobs Engineering Group, Inc. (North American Infrastructure (NAI))



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

August 3, 2016

Jacobs Engineering Group, Inc. (North American Infrastructure (NAI))
600 - 108th Avenue NE, Suite 700
Bellevue, WA 98004-5110

Subject: Acceptance FYE 2015 ICR – CPA Report

Dear Ms. Kathy Blackmon:

We have accepted your firm's FYE 2015 Indirect Cost Rate (ICR) of 103.61% of direct labor for At-Office, and 82.22% of direct labor for At-Site based on the "Independent CPA Report," prepared in accordance with Part 31 of the FAR, by Cleary Government Services, LLC. Your ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate will be applicable for:

- ☒ WSDOT Agreements
- ☒ Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

D Ave and 32nd Street Roundabout
Fee Estimate

Classification	Hours	x	Rate	=	Cost
Project Manager	28	\$	131.20		3673.47
Environmental QA/QC	0	\$	206.37		0.00
Design QA/QC	39	\$	181.80		7090.02
Drainage Engineer	64	\$	75.50		4832.18
Roadway Engineer	140	\$	112.02		15682.24
Senior Planner	0	\$	126.15		0.00
Section 106 Historic	0	\$	162.85		0.00
Technical Editor	0	\$	91.11		0.00
Sr Biologist	0	\$	133.04		0.00
Project Controls	8	\$	87.46		699.71
Subtotal	279				\$31,977.61
Total	279		Total Labor		\$31,977.61

Escalation Escalation 0% 0.00

Direct Non-Salary Costs				Cost
Mileage	480	Mile@	\$ 0.54	259.20
Misc (postage, courier, ect)	1	Each@	\$ 500.00	500.00
Direct Non-Salary Costs Total				\$759.20
Subtotal				\$32,736.81

TOTAL	\$32,736.81
--------------	--------------------

JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004

OFFICE BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (103.61%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Original Classifications				
Project Manager	\$140.62	\$145.70	\$42.19	\$328.51
Senior Project Controls	\$107.33	\$111.20	\$32.20	\$250.73
Project Controls	\$63.94	\$66.25	\$19.18	\$149.37
Senior Contract Admin	\$107.32	\$111.20	\$32.20	\$250.72
Contract Admin	\$63.94	\$66.25	\$19.18	\$149.37
Senior Civil Engineer	\$94.14	\$97.54	\$28.24	\$219.93
Civil Engineer	\$63.94	\$66.25	\$19.18	\$149.37
Senior Civil Designer	\$83.30	\$86.31	\$24.99	\$194.59
Civil Designer	\$63.94	\$66.25	\$19.18	\$149.37
Environmental Project Manager	\$107.32	\$111.20	\$32.20	\$250.72
Environmental/GIS Planner	\$63.94	\$66.25	\$19.18	\$149.37
Senior Biologist	\$94.14	\$97.54	\$28.24	\$219.93
Senior CADD Technician/Designer	\$83.30	\$86.31	\$24.99	\$194.59
CADD Technician/Designer	\$63.94	\$66.25	\$19.18	\$149.37
Senior Project Administrative Assistant	\$49.30	\$51.07	\$14.79	\$115.16
Senior Archeologist	\$96.83	\$100.33	\$29.05	\$226.21

Notes:

Office Billing Rate Multiplier = 1.0(DLR) + 1.0361(Overhead) + 0.3000(Fee) = 2.3361 x DLR

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: 16-004-TRN-001

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- ~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

Agreement Number: 16-004-TRN-001

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:



☐ Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.



Public Works Engineering and Development Services

NOTICE OF PHYSICAL COMPLETION

DATE: October 24, 2106

TO: Larry Brown Construction
Mr. Chris Brown
P.O. Box 29960
Bellingham, WA 98228

PROJECT: Rapid Flashing Beacons
Contract No. 16-012-tRN-001

Upon final inspection, the City Engineer determined this work as physically complete on

October 21, 2016.

This does not imply acceptance of the work or that all contractor obligations under the contract have been fulfilled.

City of Anacortes
Owner

By 
Eric Shjarback, City Engineer

City of Anacortes
Engineering and Development Services
PO Box 547
Anacortes, WA 98221
360.293.1938

Telephone 360.293.1920
Fax



Public **W**orks
Engineering and Development Services

NOTICE OF PHYSICAL COMPLETION

DATE: October 19th, 2016

TO: Michels Corporation
Mr. Sam Rogers
1715 16th Street SE
Salem, OR 97302

PROJECT: 2016 Commercial Avenue Sanitary Sewer Rehabilitation
Contract No. 16-001-SEW-002

Upon final inspection, the City Engineer determined this work as physically complete on:

October 19th, 2016.

This does not imply acceptance of the work or that all contractor obligations under the contract have been fulfilled.

City of Anacortes
Owner
By 
Jeff Beltramini, Project Manager



**Public Works
Engineering and Development Services**

NOTICE OF PHYSICAL COMPLETION

DATE: October 25th, 2016

TO: C. Johnson Construction, Inc.
Corey Johnson
PO Box 1467
Oak Harbor, WA 98277

PROJECT: 2016 Waterline Replacement Project
Contract 16-018-WTR-001

Upon final inspection, the City Engineer determined this work as physically complete on

October 25th, 2016

This does not imply acceptance of the work or that all contractor obligations under the contract have been fulfilled.

City of Anacortes
Owner

By  _____
Jeff Beltramini, Project Manager

City of Anacortes
Engineering and Development Services
PO Box 547
Anacortes, WA 98221

Telephone 360.293.1920
Fax 360.293.1938



City Council Agenda Bill

Meeting Date: 11/7/2016

Agenda Item: 6a

Subject: 2017 2018 Biennial Budget Public Hearing and Draft Ordinance

Staff Contact: Steve Hoglund

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

Action Type	
x	Ordinance No. 2993
	Code Revision?
	Resolution No.
	Contract
x	Public Hearing
	Staff Report

Summary Statement: The biennial budget covers fiscal years 2017 and 2018.

Background: The proposed biennial budget has complied with all statutory requirements, including the Mayor's Message, a public hearing on revenue sources and two budget hearings with City Council.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Public hearing on revenue sources 10/10/16, Council budget hearings on 10/17/16 and 10/24/16

Competing Viewpoints Considered: N/A

Attachments (listed in order presented): Draft Ordinance 2993

ORDINANCE NO. 2993

AN ORDINANCE ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES
AND USES FOR THE 2017/2018 BIENNIUM

Section 1. The 2017/2018 Budget for the City of Anacortes, Washington as established by the City Council and made available for distribution to the general public through the office of the City Clerk-Treasurer, is hereby adopted by reference.

Section 2. The total estimated revenues and appropriations for each budgeted fund and the aggregate total for all such funds combined. Estimated revenues and expenditures include overhead accruals to the General fund from the utility funds as authorized by state law. As the City of Anacortes utilizes the Mayor in a fulltime capacity overseeing all funds including the utility funds, such accruals provide for inclusion of the Mayor's office to recover associated costs. All revenues and expenditures for all budgeted funds are summarized and set forth as follows:

Fund		2017 Revenues/ Expenditures	2018 Revenues/ Expenditures
001	GENERAL FUND	13,999,284	14,541,227
101	PARKS & RECREATION FUND	1,658,199	1,679,515
102	GRANDVIEW CEMETERY FUND	221,125	225,128
103	PUBLIC LIBRARY FUND	1,397,138	1,413,174
104	STREET MAINTENANCE FUND	2,184,013	2,229,823
105	ARTERIAL STREET CONSTRUCTION	654,177	467,975
106	ANACORTES TBD #1	299,056	598,112
107	WASHINGTON PARK FUND	262,603	255,918
108	PARKS CAPITAL IMPROVEMENT	115,000	125,000
110	AMBULANCE SERVICE FUND	3,226,474	3,368,319
112	DEVELOPMENT IMPACT FEE	0	0
113	ACFL MANAGEMENT FUND	27,866	28,213
135	TOURISM FUND	290,812	257,843
180	COMMUNITY DEVELOPMENT FUND	0	0
2xx	DEBT SERVICE	762,790	771,420
335	GROWTH MGMT CAPITAL IMPRV FUND	1,434,890	1,175,250
401	WATER FUND	19,060,026	21,460,488
440	SEWER FUND	8,399,035	5,543,091
445	STORM DRAINAGE FUND	1,627,765	1,128,491
450	SANITATION FUND	3,432,267	3,391,155
501	EQUIPMENT RENTAL FUND	1,827,819	1,915,366
611	FIREMEN'S PENSION FUND	34,000	34,000
Total		60,914,337	60,609,507

Section 3. The City Clerk-Treasurer of the City of Anacortes is hereby authorized to transmit a complete copy of the final budget, as herein above adopted by reference, to the Division of Municipal Corporations in the Office of the State Auditor, to the Association of Washington Cities, and to the Municipal Research & Services Center of Washington.

Section 4. Effective date. This Ordinance shall take effect from and after five (5) days after its passage and publication, as required by law.

PASSED AND APPROVED this ____ day of November, 2016

CITY OF ANACORTES, WASHINGTON

By: _____
Laurie Gere, Mayor

ATTEST

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM

Darcy J. Swetnam, WSBA # 40530
City Attorney

Assumption/Decision

1% property tax increase for both years (Resolution of Substantial need for 2017, as IPD <1%)

Adopt revised Storm Utility rates of at least \$1.35/ISU for 2017 to pay for basic operations. Cash reserves will be used to fund capital in 2017.

Adopt revised Storm Utility rates of more than \$1.35/ISU for 2018 and beyond or we will have to remove all storm projects from 2018 and later CFP. (Draft budget assumes no additional increase).

Adopt revised Water Utility rates as recommended by FCS for both 2017 and 2018 in order to fund the proposed water projects (18% and 7% respectively, as outlined in council presentation 8/24/16, Option B)

Ordinance 2990 amending 2016 budget to transfer \$2.2M to ER&R replacement fund. Budgeted ER&R charges are to maintain ERR resources, they don't make up any deficit.

In 2018 increase TBD fee by additional \$20 per year. Overlay funding model per resolution 1895 calls for \$200K from General Fund annually, which is not sustainable as a long term plan. Additional TBD fee would generate approximately \$300K in additional revenue, to replace the General Fund infusion, and make up the difference in declining Prilled Sulfur revenues.

Effect

If not taken, \$47,779 in cuts need to be made in 2017, and \$48,757 in 2018 to retain a balanced budget.

If no rate action is taken, 2017 capital spending will have to be reduced as reserves will be exhausted sooner.

A higher rate increase can be adopted at a later date, and a budget amendment can be used to adjust revenue and expenditure projections.

Adjustments to water maintenance and capital expenditure projections will need to be adjusted if lower rate changes are adopted.

Either increase ERR rates, with corresponding budget cuts elsewhere, to make up the deficit. Or, continue funding ERR purchases with cash reserves from General and Utility funds.

If TBD increase rejected, an alternate plan should be reviewed for the long term. Either the level of funding, or alternate sources of funding to keep the overlay program at \$1.1M annually.



City Council Agenda Bill

Meeting Date: 11/7/2016

Agenda Item: 6b

Subject: 2017–2022 Capital Facilities Plan Public Hearing and Draft Ordinance

Staff Contact: Steve Hoglund

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

Action Type	
x	Ordinance No. 2994
	Code Revision?
	Resolution No.
	Contract
x	Public Hearing
	Staff Report

Summary Statement: The Capital Facilities Plan is a component of the Capital Element of the Comprehensive Plan that covers the next six-year planning horizon, and is required to be updated by the City at least every two years.

Background: The proposed CFP projects were reviewed concurrently with the departmental biennial budget. The total proposed CFP consists of Governmental and Utility projects.

Budget Impact	
Amount Budgeted	101,082,244
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	
Revenue Source	Various

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Council budget hearings and CFP review on 10/17/16 and 10/24/16

Competing Viewpoints Considered: None

Attachments (listed in order presented): Draft Ordinance 2994, list of projects and revenue sources

ORDINANCE NO. 2994

AN ORDINANCE ADOPTING THE CAPITAL FACILITIES PLAN (CFP)
FOR THE 6-YEAR PERIOD 2017-2022

Section 1. The Growth Management Act mandates development of a capital facilities element consisting of a six-year financing plan [RCW 36.70a.070-(3)].

Section 2. The 2017-2022 Capital Facilities Plan, as established by the City council and made available for distribution to the general public through the Office of the City Clerk-Treasurer, is hereby adopted, a copy of which is hereto adopted by reference.

Section 3. The total estimated expenditures/revenues for each major category and the aggregate total for all such categories combined are summarized and set forth as follows:

Equipment Rental	7,868,400
Facilities	1,320,000
General Government	108,500
Parks	16,995,000
Planning	348,000
Public Safety	1,809,769
Sewer	12,531,000
Solid Waste	428,695
Storm	2,909,500
Transportation	33,105,880
Water	23,657,500
Total	101,082,244

Section 4. The City Clerk-Treasurer of the City of Anacortes is hereby authorized to transmit a complete copy of the final CFP, as herein above adopted by reference, to appropriate authorized agencies.

Section 5. Effective date. This Ordinance shall take effect from and after five (5) days after its passage and publication, as required by law.

PASSED AND APPROVED this ____ day of November, 2016

CITY OF ANACORTES, WASHINGTON

BY: _____
Laurie Gere, Mayor

ATTEST:

APPROVED AS TO FORM:

Steven D. Hoglund, City Clerk

Darcy J. Swetnam, WSBA # 40530
City Attorney

DeptName	Capital Project	Budget Line	2017 Cost	2018 Cost	2019 Cost	2020 Cost	2021 Cost	2022 Cost	TOTAL	Sources of Revenue
Equipment Rental	Parks/Depot	2300	\$ 92,000	\$ 45,000	\$ 225,000	\$ 163,000	\$ 77,000		\$ 602,000	Replacement reserves
Equipment Rental	Fire	2301	\$ 65,000	\$ -	\$ 338,400		\$ 1,500,000	\$ 550,000	\$ 2,453,400	50% Impact Fee 50% Gen Rev
Equipment Rental	Street	2302	\$ 34,000	\$ 170,000	\$ 405,000	\$ 36,000	\$ 420,000		\$ 1,065,000	Replacement reserves
Equipment Rental	Water Maint	2303	\$ 80,000	\$ 215,000	\$ 220,000	\$ 40,000		\$ 250,000	\$ 805,000	Replacement reserves
Equipment Rental	Solid Waste	2304	\$ 28,000			\$ 475,000	\$ 1,000,000		\$ 1,503,000	Replacement reserves
Equipment Rental	Police	2305	\$ 180,000	\$ 195,000	\$ 175,000	\$ 210,000	\$ 60,000	\$ 160,000	\$ 980,000	Replacement reserves
Equipment Rental	WWTP	2306	\$ 155,000	\$ 35,000					\$ 190,000	Replacement reserves
Equipment Rental	Fleet	2307	\$ 65,000		\$ 12,000	\$ 45,000			\$ 122,000	Replacement reserves
Equipment Rental	IT	2308	\$ -	\$ 30,000					\$ 30,000	Replacement reserves
Equipment Rental	ACFL	2309	\$ 6,000						\$ 6,000	Replacement reserves
Equipment Rental	Facilities							\$ 50,000	\$ 50,000	Replacement reserves
Equipment Rental	WTP	2310		\$ 47,000		\$ 15,000			\$ 62,000	Replacement reserves
									\$ 7,868,400	
Facilities	Operations Shop garage doors	869.5	\$ 25,000						\$ 25,000	REET
Facilities	City Hall windows	803	\$ 50,000	\$ 50,000					\$ 100,000	REET
Facilities	City Hall carpet	802	\$ 25,000	\$ 25,000					\$ 50,000	REET
Facilities	City Hall facility elevator upgrade	820	\$ 50,000						\$ 50,000	REET
Facilities	City Hall roof vents	821		\$ -	\$ 80,000				\$ 80,000	REET
Facilities	City Hall facility shop	822		\$ -		\$ 50,000			\$ 50,000	Operating revenues
Facilities	Senior Center roof	837	\$ 65,000						\$ 65,000	REET
Facilities	Senior Center floor	836		\$ 50,000					\$ 50,000	REET
Facilities	Senior Center paint	839		\$ 20,000					\$ 20,000	REET
Facilities	Police flooring	853	\$ 20,000	\$ 20,000					\$ 40,000	REET
Facilities	Police security cameras	852	\$ 40,000						\$ 40,000	Operating revenues
Facilities	Police paint & counter	854/855		\$ 85,000					\$ 85,000	REET
Facilities	Fire paint	865	\$ 25,000	\$ -					\$ 25,000	REET
Facilities	Fire flooring	866		\$ 25,000					\$ 25,000	REET
Facilities	Library carpet	863	\$ 50,000	\$ 50,000					\$ 100,000	REET
Facilities	Library paint	862			\$ 80,000				\$ 80,000	REET
Facilities	Operations restroom expansion	869	\$ 35,000						\$ 35,000	REET
Facilities	American Disabilities Act Transition plan	799/800	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000	REET
Facilities	City Hall Structure Design	806	\$ 100,000	\$ -	\$ -	\$ -			\$ 100,000	REET
									\$ 1,320,000	
General Government	E-Record Management System	331		\$ 108,500	\$ -	\$ -			\$ 108,500	Operating revenues
									\$ 108,500	
Parks	Parks improvements		\$ 60,000	\$ 95,000					\$ 155,000	REET
Parks	Cemetery Improvements/Expansion	1312	\$ 55,000	\$ 30,000	\$ 200,000				\$ 285,000	General rev, Lease rev, Bond
Parks	SHIP Wetland Interpretive Trail	1313			\$ 335,000				\$ 335,000	Grants, donations, impact fees
Parks	Heart Lake Improvements						\$ 30,000	\$ 300,000	\$ 330,000	Grants, private donations
Parks	H Ave Park Stream Restoration						\$ 15,000	\$ 275,000	\$ 290,000	Grants
Parks	Environmental Mitigation - Tommy Thompson Causeway							\$ 15,000,000	\$ 15,000,000	Grants

DeptName	Capital Project	Budget Line	2017 Cost	2018 Cost	2019 Cost	2020 Cost	2021 Cost	2022 Cost	TOTAL	Sources of Revenue
Parks	Washington Park Campground Improvements	1315			\$ 100,000				\$ 100,000	REET
Parks	Washington Park Day Use Areas Improvements	1315.1			\$ 400,000				\$ 400,000	REET
Parks	Commercial Ave Pocket Park	1315.2			\$ 100,000				\$ 100,000	REET
									\$ 16,995,000	
Planning	Pile Renoval and replacement	1474			\$ 130,000				\$ 130,000	Cash reserves
Planning	Clyde Creek Water Quality Enhancement Project	401					\$ 218,000		\$ 218,000	Grant, Cash reserves
									\$ 348,000	
Public Safety	Construct March Point Fire Station	734			\$ 100,000	\$ 1,400,000			\$ 1,500,000	General Fund Reserves
Public Safety	Non-Motorized Equip Replace (SCBA + Radios)	618			\$ 28,090	\$ 29,775	\$ 42,237	\$ 44,771	\$ 144,873	50% Impact Fee 50% Gen Rev
Public Safety	Replace Radio Tower - Skyline	604		\$ 30,000					\$ 30,000	General revenues
Public Safety	Live Fire Training Water Retention	735	\$ 20,000						\$ 20,000	50% General rev 50% Live Fire Fund
Public Safety	Add Aerial Ladder Training Prop					\$ 28,000			\$ 28,000	Live Fire Fund
Public Safety	Replace/Update Extrication Equipment	737		\$ 86,896					\$ 86,896	General Fund Reserves
									\$ 1,809,769	
Storm	Storm System Restoration	2125	\$ 150,000	\$ 154,500	\$ 159,000	\$ 164,000	\$ 169,000	\$ 200,000	\$ 996,500	Capital reserve
Storm	Pond Restoration	2127	\$ 300,000	\$ 309,000	\$ 318,000	\$ 328,000	\$ 338,000	\$ 200,000	\$ 1,793,000	Capital reserve
Storm	Trash Racks	2126	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 120,000	Capital reserve
									\$ 2,909,500	
Sewer	Collection System Maint/I and I Reduction	1922	\$ 618,000	\$ 737,000	\$ 759,000	\$ 1,000,000	\$ 1,030,000	\$ 1,061,000	\$ 5,205,000	Operating revenues
Sewer	Pump Station Upgrades	1927	\$ 300,000	\$ 309,000	\$ 218,000	\$ 225,000	\$ 231,000	\$ 238,000	\$ 1,521,000	Operating revenues
Sewer	Incinerator Offgas Scrubbing System	1929	\$ 650,000						\$ 650,000	Capital reserve
Sewer	Septic Handling Facility Upgrade					\$ 80,000			\$ 80,000	Operating revenues
Sewer	Replace Sewage Mechanical Bar Screens						\$ 960,000		\$ 960,000	Capital reserve
Sewer	Outfall Maint& Rehab	1924	\$ 1,000,000						\$ 1,000,000	Capital reserve
Sewer	Fiber based telemetry system	1921	\$ 990,000	\$ 500,000					\$ 1,490,000	Capital reserve
Sewer	Admin building upgrade	1923	\$ 300,000						\$ 300,000	Operating revenues
Sewer	Dechlorination/Disinfection Upgrade	1930	\$ 100,000						\$ 100,000	Operating revenues
Sewer	Outlet Duct and Crossover Duct Rehab	1931	\$ 300,000						\$ 300,000	Capital reserve
Sewer	Influent Pumping Upgrade				\$ 210,000				\$ 210,000	Capital reserve
Sewer	Effluent Pump Station Upgrade					\$ 275,000			\$ 275,000	Capital reserve
Sewer	Nutrient Removal Upgrade						\$ 100,000		\$ 100,000	Capital reserve
Sewer	Basin Rehabilitation	1925		\$ 340,000					\$ 340,000	Capital reserve
									\$ 12,531,000	
Solid Waste	Solid Waste Containers	2204	\$ 28,000	\$ 28,000	\$ 33,000	\$ 33,000	\$ 33,000	\$ 33,000	\$ 188,000	Operating revenues



SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants: [\[help\]](#)

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. BACKGROUND [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)

City of Anacortes Six-Year Capital Facilities Plan (CFP), 2017-2022

2. Name of applicant: [\[help\]](#)

City of Anacortes

3. Address and phone number of applicant and contact person: [\[help\]](#)

Steve Hoglund, Finance Director

City of Anacortes

P.O. Box 547

Anacortes, WA 98221

360-293-1906

steveh@cityofanacortes.org

4. Date checklist prepared: [\[help\]](#)

October 26, 2016

5. Agency requesting checklist: [\[help\]](#)

City of Anacortes

6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)

Public hearing on November 7 and November 21, 2016 at regular city council meetings. Adoption by ordinance expected on November 21, 2016 but in any case by end of December 2016.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)

Yes. The Capital Facilities Plan is updated biennially to account for changes in facility inventories, levels of services, planned capital improvements, and financing/revenue options.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#)

Planned capital improvements will be subject to separate permitting and project-specific environmental review processes prior to construction, when applicable.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [\[help\]](#)

None known. Various capital improvements, such as construction and maintenance of parks, roads, and public buildings are ongoing and subject to applicable federal, state and local regulations.

10. List any government approvals or permits that will be needed for your proposal, if known.

[\[help\]](#)

The CFP is required by RCW 36.70A Growth Management Act. The CFP is scheduled for a public hearing before Council as listed above and requires approval by the City Council by ordinance.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [\[help\]](#)

This proposal is a non-project legislative action to adopt an updated Six-Year Capital Facilities Plan (2017-2022) for the City of Anacortes. The CFP presents a schedule of major public facility improvements that are planned to be implemented within the next six-year period. Project design, land acquisition and construction costs and the projected means of financing these costs are integral components of the Plan. This CFP presents only those major public improvements that are viewed as most urgently needed within the next six years. Inclusion of a capital facilities project in the CFP does not authorize the project to be constructed. Each specific public improvements may require public hearings, environmental review, and biennial/annual budget decisions.

A CFP project is generally defined to be any project that possesses all of the following characteristics:

- 1. Has an estimated cost of \$20,000 or more;**
- 2. Involves totally new physical construction (or equipment procurement), reconstruction designed to gradually and systematically replace an existing system on a piecemeal basis, replacement of a major component of an existing facilities, or acquisition of land or structures;**
- 3. Involves city funding in whole or in part, or involves no city funds but is the City's responsibility for implementing.**

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [\[help\]](#)

The CFP affects all lands and all land uses within the City of Anacortes, its Urban Growth Area, and its Water Utility infrastructure including the Water Treatment Plant in Mount Vernon, Washington, transmission lines between the plant and its customers and distribution lines within the water service area.

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)**1. Earth**a. General description of the site [\[help\]](#)(circle one): Flat, rolling, hilly, steep slopes, mountainous,
other _____**N/A – Non-project proposal.**b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)**N/A – Non-project proposal.**c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [\[help\]](#)**N/A – Non-project proposal.**d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)**N/A – Non-project action.**e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)**N/A – Non-project action.**f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)**N/A – Non-project proposal.**g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [\[help\]](#)**N/A – Non-project proposal.**h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)**N/A – Non-project proposal.****2. Air**a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)**N/A – Non-project proposal.**

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)

N/A – Non-project proposal.

c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)

N/A – Non-project proposal.

3. Water

a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)

N/A – Non-project proposal.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)

N/A – Non-project proposal.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)

N/A – Non-project proposal.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

N/A – Non-project proposal.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

N/A – Non-project proposal.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)

N/A – Non-project proposal.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

N/A – Non-project proposal.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)

N/A – Non-project proposal.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [\[help\]](#)

N/A – Non-project proposal.

- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

N/A – Non-project proposal.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

N/A – Non-project proposal.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

N/A – Non-project proposal.

4. Plants [\[help\]](#)

a. Check the types of vegetation found on the site: [\[help\]](#)

- ☐ deciduous tree: alder, maple, aspen, other
☐ evergreen tree: fir, cedar, pine, other
☐ shrubs
☐ grass
☐ pasture
☐ crop or grain
☐ Orchards, vineyards or other permanent crops.
☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
☐ water plants: water lily, eelgrass, milfoil, other
☐ other types of vegetation

N/A – Non-project proposal.

b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)

N/A – Non-project proposal.

- c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

N/A – Non-project proposal.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

N/A – Non-project proposal.

- e. List all noxious weeds and invasive species known to be on or near the site.

N/A – Non-project proposal.

5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: [\[help\]](#)

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other _____

N/A – Non-project proposal.

- b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

N/A – Non-project proposal.

- c. Is the site part of a migration route? If so, explain. [\[help\]](#)

N/A – Non-project proposal.

- d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

N/A – Non-project proposal.

- e. List any invasive animal species known to be on or near the site.

N/A – Non-project proposal.

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#)

N/A – Non-project proposal.

- b. Would your project affect the potential use of solar energy by adjacent properties?

If so, generally describe. [\[help\]](#)

N/A – Non-project proposal.

c. What kinds of energy conservation features are included in the plans of this proposal?

List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)

N/A – Non-project proposal.

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal?

If so, describe. [\[help\]](#)

N/A – Non-project proposal.

1) Describe any known or possible contamination at the site from present or past uses.

N/A – Non-project proposal.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

N/A – Non-project proposal.

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

N/A – Non-project proposal.

4) Describe special emergency services that might be required.

N/A – Non-project proposal.

5) Proposed measures to reduce or control environmental health hazards, if any:

N/A – Non-project proposal.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#)

N/A – Non-project proposal.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [\[help\]](#)

N/A – Non-project proposal.

3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)

N/A – Non-project proposal.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [\[help\]](#)

N/A – Non-project proposal.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [\[help\]](#)

N/A – Non-project proposal.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

N/A – Non-project proposal.

c. Describe any structures on the site. [\[help\]](#)

N/A – Non-project proposal.

d. Will any structures be demolished? If so, what? [\[help\]](#)

N/A – Non-project proposal.

e. What is the current zoning classification of the site? [\[help\]](#)

N/A – Non-project proposal.

f. What is the current comprehensive plan designation of the site? [\[help\]](#)

N/A – Non-project proposal.

g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)

N/A – Non-project proposal.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [\[help\]](#)

N/A – Non-project proposal.

i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

N/A – Non-project proposal.

j. Approximately how many people would the completed project displace? [\[help\]](#)

N/A – Non-project proposal.

k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)

N/A – Non-project proposal.

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)

N/A – Non-project proposal.

- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

N/A – Non-project proposal.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

N/A – Non-project proposal.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)

N/A – Non-project proposal.

- c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

N/A – Non-project proposal.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [\[help\]](#)

N/A – Non-project proposal.

- b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)

N/A – Non-project proposal.

- c. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

N/A – Non-project proposal.

11. Light and glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)

N/A – Non-project proposal.

- b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)

N/A – Non-project proposal.

- c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)

N/A – Non-project proposal.

- d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)

N/A – Non-project proposal.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#)

N/A – Non-project proposal.

b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)

N/A – Non-project proposal.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

N/A – Non-project proposal.

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. [\[help\]](#)

N/A – Non-project proposal.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)

N/A – Non-project proposal.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)

N/A – Non-project proposal.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

N/A – Non-project proposal.

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [\[help\]](#)

N/A – Non-project proposal.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)

N/A – Non-project proposal.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

N/A – Non-project proposal.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [\[help\]](#)

N/A – Non-project proposal.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[help\]](#)

N/A – Non-project proposal.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [\[help\]](#)

N/A – Non-project proposal.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

N/A – Non-project proposal.

- h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

N/A – Non-project proposal.

15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)

N/A – Non-project proposal.

- b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

N/A – Non-project proposal.

16. Utilities

- a. Circle utilities currently available at the site: [\[help\]](#)
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____

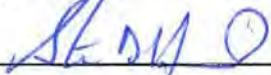
N/A – Non-project proposal.

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [\[help\]](#)

N/A – Non-project proposal.

C. SIGNATURE [\[HELP\]](#)

I certify (or declare) under penalty of perjury under laws of the State of Washington that the above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make a decision.

Signature: Name of signee FINANCE DIRECTOR / STEVEN J. HOGGLUNDPosition and Agency/Organization CITY OF ANACORTESDate Submitted: 11-1-16



SEPA ENVIRONMENTAL CHECKLIST- PART D – FOR NON-PROJECT ACTIONS

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

D. Supplemental sheet for nonproject actions [\[help\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

As a non-project action, the proposal would not directly impact water, air quality, noise or releaser of hazardous substances. However, project-level development envisioned by the plan could result in such impacts. Future project-specific development proposals that may result in impacts to water, air or generate noise would be reviewed consistent with the applicable provisions of the Anacortes Municipal Code, Shoreline Master Program, and City of Anacortes SEPA procedures.

Proposed measures to avoid or reduce such increases are:

Future project-specific development proposals would be subject to applicable federal, state and local regulations and mitigation measures if required, at the time of development.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

As a non-project action, the proposal would not directly impact plants, animals or marine life. However, project-level development envisioned by the plan could impact plants, animals or marine life. Future project specific development proposals that may result in impacts to vegetation, animals, fish or marine life would be reviewed consistent with the provisions of the Anacortes Municipal Code, Shoreline Master Program, and SEPA procedures.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Future project-specific development proposals would be subject to applicable federal, state and local regulations and mitigation measures if required, at the time of development.

3. How would the proposal be likely to deplete energy or natural resources?

As a non-project action, the proposal would not deplete energy or natural resources. However, project specific development proposals may result in increased energy consumption and would be reviewed consistent with the City of Anacortes SEPA procedures and requirements of the applicable service provider.

Proposed measures to protect or conserve energy and natural resources are:

Future project-specific development proposals would be subject to applicable federal, state and local regulations and mitigation measures if required, at the time of development. Comprehensive Plan goals and policies support the design and location of capital facilities that include features and characteristics that mimic natural ecological processes when possible, reduce greenhouse gas emissions and energy use, and are resilient to the impacts of changing climate conditions.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

As a non-project action, the proposal would not directly impact the areas described above.

Proposed measures to protect such resources or to avoid or reduce impacts are:

Future project-specific development proposals would be subject to applicable federal, state and local regulations and mitigation measures if required, at the time of development.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

As a non-project action, the proposal would not directly impact the areas described above.

Proposed measures to avoid or reduce shoreline and land use impacts are:

Future project-specific development proposals would be subject to applicable federal, state and local regulations and mitigation measures if required, at the time of development.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

As a non-project action, the proposal would not directly impact demand on transportation or public services or utilities. Planned transportation infrastructure and improvements are designed to maintain road and intersection capacity at an adopted level of service. Planned utility improvements and public safety projects are designed to maintain or enhance existing public services.

Proposed measures to reduce or respond to such demand(s) are:

Future project-specific development proposals would be subject to applicable federal, state and local regulations and mitigation measures if required, at the time of development.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

No conflicts are anticipated; the 6-year CFP is intended to meet the requirements of the Washington State Growth Management Act.



Determination of Non-Significance (DNS)

Subject Proposal: The non-project legislative action is to adopt an updated six-year (2017-2022) Capital Facilities Plan (CFP) for the City of Anacortes. The CFP presents a schedule of major public facility improvements that are planned to be implemented within the next six-year period, including when they will begin, how much they will cost and how they will be funded.

Applicant /Proponent: City of Anacortes Finance Department

Location of Proposal: City limits of the City of Anacortes &/or applicable service areas

Lead Agency: City of Anacortes, Planning, Community, & Economic Development Department

Threshold Determination: Determination of Nonsignificance (DNS). The lead agency has determined that this non-project action proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

☐ There is no comment period for this DNS.

☒ This DNS is issued under WAC 197-11-340(2); the City of Anacortes will not act on this proposal for 14 days from the date of this notice. **Written comments on this threshold determination must be submitted by 5:00 p.m. Wednesday, November 16, 2016.** Pursuant to the procedures adopted under AMC § 18.04.250, no administrative appeal of the SEPA threshold determination is provided for this legislative action. The SEPA threshold determination may be appealed to the Skagit County Superior Court under RCW 43.21.C.075 after the City's final action on the underlying action(s). The issuance of this DNS does not constitute approval of the proposal.

Comments: Please direct any comments concerning this threshold determination to:

Libby Grage, Planning Manager; Planning, Community, & Economic Development Department; P.O. Box 547, Anacortes, WA 98221; 360-299-1986; libbyb@cityofanacortes.org.

The draft 2017-2022 Capital Facilities Plan document may be viewed on-line at the following address: [www.cityofanacortes.org/capital_facilities_plan_\(cfp\).php](http://www.cityofanacortes.org/capital_facilities_plan_(cfp).php). A public hearing will be held on November 7 & 21, 2016, at 6:00 PM in the Municipal Building's Chambers located at 904 6th Street, Anacortes, WA.

SEPA Responsible Official: Don Measamer, Director, Planning, Community & Economic Development Department

Signature:

Don Measamer, Director

Date of Issuance: November 1, 2016



City Council Agenda Bill

Meeting Date: 11/7/2016 **Agenda Item:** 7d

Subject: Ord. 2989- Proposed amendment to AMC 17.64.070, *State licensed marijuana producers, processors and retailers*, to prohibit Medical Marijuana Cooperatives in all zones

Staff Contact: Don Measamer, PCED Director

Approved for Submittal to Council by	
	Laurie Gere, Mayor
x	Don Measamer, PCED Director

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

Summary Statement: The attached draft ordinance proposes amendment of AMC 17.64.070, *State licensed marijuana producers, processors and retailers*, to prohibit Medical Marijuana Cooperatives in all zones within the city limits. A public hearing is scheduled for November 21, 2016.

Background: Senate Bill 5052 and House Bill 2136 changed state rules for medical and retail marijuana businesses and patients. Effective July 1, 2016, the statutes on "collective gardens" were repealed and replaced by a statute authorizing "cooperatives" for the growing of marijuana for medical use. The Anacortes Municipal Code is currently silent on medical marijuana cooperatives. After following the work plan adopted by Res. #1944 and considering the issues involved, including potential for negative impacts on neighborhoods arising from such facilities, staff recommends prohibiting medical marijuana cooperatives as described in RCW 69.51A in all zones of the City.

The Planning Commission held a public hearing on October 12, 2016. No members of the public commented at the meeting, and no written comments were received. After closing the public hearing the Planning Commission voted to make a recommendation to City Council to approve the proposed amendment as written.

Previous Council/Committee Action: The City Council passed Ordinance #2964 on December 7, 2015 eliminating collective gardens from the Anacortes Municipal Code and passing a moratorium on medical marijuana cooperatives in the interest of the protection of public health and safety and to provide time to evaluate alternatives. On February 1, 2016 Council adopted a work plan (Res. #1944) to explore and develop new medical marijuana policies and code.

Competing Viewpoints Considered: No public comments have been received regarding the proposed amendment. A public hearing is scheduled for November 21, 2016.

Recommended Motion: None, discussion only.

Alternative Actions: N/A

Attachments (listed in order presented):

Proposed Ord. 2989, amending AMC Section 17.64.070, prohibit medical marijuana cooperatives in all city zones
Strike-through / underline version of proposed amendments
10/12/16 Planning Commission meeting minutes
DNS & SEPA Checklist

Ordinance No. 2989

**An Ordinance Amending Anacortes Municipal Code Sections 17.64.070,
Prohibiting Medical Marijuana Cooperatives in all City Zones.**

Whereas the Anacortes Municipal Code is currently silent on Medical Marijuana Cooperatives described in Chapter 69.51A of the Revised Code of Washington.

Whereas the City Council desires to update the Anacortes Municipal Code to address Medical Marijuana Cooperatives.

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

Section 1. Anacortes Municipal Code Section 17.64.070 entitled "State licensed marijuana producers, processors, and retailers" is hereby revised to add the following subsection (E).

E. Medical Marijuana Cooperatives, as described in Chapter 69.51A of the Revised Code of Washington, are prohibited in all zones in the City of Anacortes.

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

PASSED and APPROVED this ____ day of _____, 2016.

CITY OF ANACORTES:

Laurie Gere, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Proposed Amendments to AMC 17.64.070

17.64.070 - State licensed marijuana producers, processors, and retailers.

- A. Purpose. The purpose of this chapter is to further clarify the provisions of Washington State law, including Initiative—502 and chapter 69.51A RCW, as it pertains to the use of land within the city, and to establish where recreational and medical marijuana producers, processors and retail outlets may locate in the city, and to describe restrictions upon such uses.
- B. The City hereby adopts the definitions in WAC 314-55-010 and RCW 69.50.101.
- C. Marijuana Related Uses.
 - 1. All marijuana production shall occur within indoor facilities. Outdoor production as may be permitted by the state is expressly prohibited by this section.
 - 2. Portable marijuana production, processing or retail outlet units are prohibited.
 - 3. Applicants for marijuana producers and processors shall submit calculations, prepared by an approved professional engineer, estimating water and sewer use.
 - 4. The subsequent establishment of a use listed in WAC 314-55-050(10) within one thousand feet of a legally established and licensed marijuana producer, processor or retail outlet shall not render the marijuana producer, processor, or retail outlet non-conforming in regard to location under this section.
- D. Any and all permits for the use or construction of facilities to produce, process or sell marijuana in the City of Anacortes shall bear the following warning:

"The production, processing, sale and use of marijuana are a criminal activities under federal law and may subject any person engaging in such conduct to prosecution under federal law. The issuance of this permit by the City of Anacortes carries out a Washington State regulatory scheme, but does not affect the application of federal law to the permittee."

E. Medical Marijuana Cooperatives, as described in Chapter 69.51A of the Revised Code of Washington, are prohibited in all zones in the City of Anacortes.

(Ord. No. 2925, § 3, 7-7-2014; Ord. No. 2964, § 7, 12-7-2015)



Planning Commission Meeting Minutes for –October 12, 2016

Chair Laumbattus called the Meeting of October 12, 2016 to order at approximately 6 p.m.

Roll Call

Members Present: Commissioners Laumbattus, Oppel, Moffitt, McNett, Mount, and Cleland McGrath.

Minutes

Meeting minutes of September 14 were approved as read.

Correspondence

No correspondence was presented.

New Business

Public Hearing – Amend Code Regarding State Licensed Marijuana Producers

Darcy Swetnam, City Attorney, explained Medical Marijuana Cooperatives. There is currently a moratorium in place for marijuana cooperatives, which allow up to 60 plants grown cooperatively in a residential area for medical marijuana patients within one operation. The City is proposing prohibition of all medical marijuana cooperatives. Individual patients would still be able to grow up to 15 plants in their home.

Commissioner McNett requested clarification on the benefit of the cooperative if patients can still grow up to 15 plants. Ms. Swetnam responded by suggesting some patients may not have room in their home and another patient may have extra space.

Chair Laumbattus asked if this is restricted to indoor growing. Ms. Swetnam stated that the state requires growing indoors.

Commissioner Cleland-McGrath questioned why two patients could still combine to grow up to 30 plants. Don Measamer, City Director, clarified that it allows a patient to help another that does not know how or cannot do it on their own, and they both must be patients.

With no comments, the public hearing closed.

Chair Laumbattus made a motion to prohibit marijuana grow cooperatives. Commissioner Oppel seconded. The motion passed unanimously.

New Business

Public Discussion - Municipal Code Amendments

Don Measamer, City Director, presented updates to code for the next year. The updates include the growth management act periodic update requirements for critical areas regulations. More information will be provided on the City website that will inform the public of all City code updates and a preliminary schedule. Mr. Measamer suggested that at least 3 Commissioners hold a workshop for the public.

Ms. Swetnam presented on Title 19, Unified Development Code Ordinance, which should place all development codes in one location, remove inconsistencies, and clarify requirements. Ms. Swetnam provided a draft table matrix showing how land uses and procedures are structured, including the introduction of a hearing examiner and new duties for Planning Commissioners.

Commissioner Moffitt questioned the timeline for code enforcement updates. Ms. Swetnam stated it will most likely be a part of the Title 20 update.

Chair Laumbattus questioned the verbiage “appropriate appeal fees,” as appeals have not previously had fees. Ms. Swetnam clarified that it was included for future discussion.

Commissioner Oppel requested clarification on the level 1 versus level 2 variances. Ms. Swetnam stated that levels separate variances by complexity, simplifying the process for simple variances. Levels have not yet been defined.

Commissioner Oppel requested specific significant differences in the matrix allowances. Mr. Measamer suggested significant changes as those moving short subdivisions administrative decisions up to 4 lots, instead of 9 lots, and the introduction of a hearing examiner for certain land uses as significant changes.

Chair Laumbattus requested comments at this time.

Gene Derig, 1302 K Avenue. Mr. Derig does not support including an appeal fee.

Patrick O’Hearn, 11039 Post Drive. Mr. O’Hearn is concerned with the public’s capability to appeal a type 1 project if there is no notice for a project. Mr. Measamer clarified that there are no current notice requirements for boundary line adjustments, and that will be researched with the code updates. Mr. O’Hearn does not support removing the Board of Adjustments. Ms. Swetnam clarified that if a hearing examiner is not used, the Board of Adjustments would be in its place within the matrix table.

Chair Laumbattus called the meeting to a close at approximately 6:50 p.m.



SEPA Determination of Non-Significance (DNS):

Description of Non-Project Action Proposal: The City of Anacortes is proposing an amendment to Anacortes Municipal Code 17.64.070 entitled "State licensed marijuana producers, processors, and retailers" to add subsection (E) prohibiting Medical Marijuana Cooperatives as described in Chapter 69.51A of the Revised Code of Washington in all zones in the City of Anacortes (Ordinance #2989).

Proponent: City of Anacortes; Department of Planning, Community, & Economic Development

Location of Proposal: City of Anacortes city limits

Lead Agency: City of Anacortes - Department of Planning, Community, & Economic Development

Threshold Determination: The lead agency has determined that this non-project proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

☐ There is no comment period for this DNS.

☒ This DNS is issued under WAC 197-11-340(2); the City of Anacortes will not act on this proposal for 14 days from the date of this notice. **Written comments on this threshold determination must be submitted by 5:00 PM, Wednesday, October 5, 2016.** Pursuant to the procedures adopted under AMC Chapter 18.04.250, no administrative appeal of the SEPA threshold determination is provided for this legislative action. The SEPA threshold determination may be appealed to the Skagit County Superior Court under RCW 43.21.C.075 after the City's final action on the underlying action(s). The issuance of this DNS does not constitute project approval.

Comments: Please direct any comments concerning this threshold determination to:

Don Measamer, Planning Director, P.O. Box 547, Anacortes, WA 98221;
don@cityofanacortes.org

SEPA Responsible Official: Don Measamer, Director, Department of Planning, Community & Economic Development

A handwritten signature in black ink, appearing to read "Don Measamer", is written over a horizontal line.

Don Measamer, Director,
Planning, Community & Economic Development

Date of Issuance: September 14, 2016



SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants: [\[help\]](#)

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals: [\[help\]](#)

For non-project proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. BACKGROUND [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)

The City of Anacortes is proposing an amendment to Anacortes Municipal Code 17.64.070 entitled "State licensed marijuana producers, processors, and retailers" to add subsection (E) prohibiting Medical Marijuana Cooperatives as described in Chapter 69.51A of the Revised Code of Washington in all zones in the City of Anacortes (Ordinance #2989).

2. Name of applicant: [\[help\]](#)

City of Anacortes, P.O. Box 547, Anacortes, Washington 98221

3. Address and phone number of applicant and contact person: [\[help\]](#)

Don Measamer, Planning Director; Department of Planning, Community, & Economic Development; City of Anacortes; PO Box 547, Anacortes, WA 98221; Office Phone 360-293-1901

4. Date checklist prepared: [\[help\]](#)

Wednesday, September 14, 2016

5. Agency requesting checklist: [\[help\]](#)

City of Anacortes; Department of Planning, Community, & Economic Development

6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)

Public hearing on the proposed medical marijuana cooperative code amendment to AMC 17.64.070 during October 2016, with possible adoption by City Council in November 2016.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)

No

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#)

The proposed code amendment to the Anacortes Municipal Code would prohibit medical marijuana cooperatives within the city limits of the City of Anacortes.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [\[help\]](#)

The proposed amendment to the municipal code will need to be approved by the City Council.

10. List any government approvals or permits that will be needed for your proposal, if known. [\[help\]](#)

No permit is required, the proposed amendments will be presented at a public hearing and will require approval by the City Council.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [\[help\]](#)

The City of Anacortes is proposing an amendment to Section 17.64.070 of the Anacortes Municipal Code regulating state licensed marijuana, producers, processors, and retailers, to include subsection "E" prohibiting medical marijuana cooperatives in all zoning districts.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [\[help\]](#)

The proposed code amendment will prohibit medical marijuana cooperatives in all zoning districts within the City of Anacortes.

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)

1. Earth

a. General description of the site [\[help\]](#)

(circle one): Flat, rolling, hilly, steep slopes, mountainous,
other:

Non-applicable as the subject code amendment is a non-project action.

b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)

Non-applicable as the subject code amendment is a non-project action.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [\[help\]](#)

Non-applicable as the subject code amendment is a non-project action.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)

Non-applicable as the subject code amendment is a non-project action.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)

The proposed amendment is a non-project action that affects all zoning districts within the City of Anacortes.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)

The proposed code amendment is a non-project action and not applicable to a specific parcel or building site.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [\[help\]](#)

Not-applicable as the proposed code amendment is a non-project action not applicable to a specific parcel or building site.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)

Not-applicable as the proposed code amendment is a non-project action not applicable to a specific parcel or building site.

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)

Not applicable as the proposed code amendment is a non-project action not applicable to a specific parcel or building site.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)

Not applicable as the proposed code amendment is a non-project action not applicable to a specific parcel or building site.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)

Not applicable as the proposed code amendment is non-project action not applicable to a specific parcel or building site.

3. Water

- a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)

Not applicable as the proposed amendment is a non-project action not applicable to a specific parcel or building site.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)

Not applicable as the proposed code amendment is a non-project action not applicable to a specific parcel or building site.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)

Not applicable as the proposed code amendment is a non-project action not applicable to a specific parcel or building site. No fill and/or dredge material is proposed.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

Not applicable as the proposed amendment is a non-project action not applicable to a specific parcel or building site.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

Not applicable as the proposed amendment is a non-project action not applicable to a specific parcel or building site.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)

Not applicable as the proposed amendment is a non-project action not applicable to a specific parcel or building site.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site. .

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

4. **Plants** [\[help\]](#)

- a. Check the types of vegetation found on the site: [\[help\]](#)

___deciduous tree: alder, maple, aspen, other

___evergreen tree: fir, cedar, pine, other

___shrubs

___grass

___pasture

___crop or grain

___ Orchards, vineyards or other permanent crops.

___ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

___water plants: water lily, eelgrass, milfoil, other

___other types of vegetation

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

e. List all noxious weeds and invasive species known to be on or near the site.

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: [\[help\]](#)

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other _____

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site. A variety of birds and animals can be found throughout Anacortes.

b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site. Chinook salmon and various other species listed as threatened or endangered are found within Puget Sound.

c. Is the site part of a migration route? If so, explain. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

e. List any invasive animal species known to be on or near the site.

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

6. Energy and natural resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

b. Would your project affect the potential use of solar energy by adjacent properties?
If so, generally describe. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

c. What kinds of energy conservation features are included in the plans of this proposal?
List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

- 1) Describe any known or possible contamination at the site from present or past uses.

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

- 4) Describe special emergency services that might be required.

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [\[help\]](#)

The proposed code amendment is non-project action not applicable to a specific parcel of building site.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

c. Describe any structures on the site. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

d. Will any structures be demolished? If so, what? [\[help\]](#)

N/A. The proposed amendment is non-project action not applicable to a specific parcel or building site.

e. What is the current zoning classification of the site? [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

f. What is the current comprehensive plan designation of the site? [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

j. Approximately how many people would the completed project displace? [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

c. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

11. Light and glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

16. Utilities

a. Circle utilities currently available at the site: [\[help\]](#)

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [\[help\]](#)

N/A. The proposed amendment is a non-project action not applicable to a specific parcel or building site.

C. SIGNATURE [HELP]

I certify (or declare) under penalty of perjury under laws of the State of Washington that the above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make a decision.

Signature: Kevin Cricchio

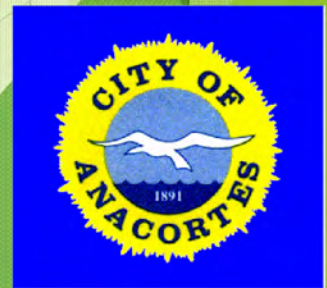
Name of signee **Kevin Cricchio, AICP**

Position and Agency/Organization **Associate Planner, City of Anacortes**

Date Submitted: **September 14, 2016**

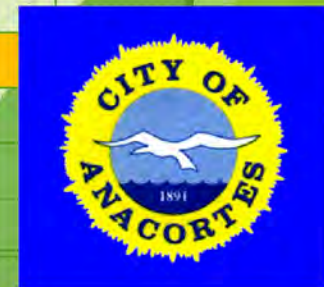
Medical Marijuana

November 7, 2016 City Council Meeting



Proposed Work Plan and Schedule

Task	Schedule
1. Evaluate state licensing regulations	February 2016
2. Evaluate legislation enacted by other jurisdictions in Washington.	February 2016
3. Identify primary goals and objectives for the City of Anacortes regulations, including key policy decisions.	February/March 2016
4. Schedule meeting involving all stakeholders and community leaders to evaluate policy questions. Identify appropriate measures/regulations to achieve goals and objectives.	March/April 2016
5. Hold meeting(s) with stakeholders.	April 2016
Based on stakeholder feedback, identify appropriate measures/regulations to achieve goals and objectives.	April/May 2016
6. Prepare draft legislation/regulations.	June 2016
7. Extension of moratorium if needed	June 2016
8. Complete environmental review, notification to state agencies, public notice, etc as required. Review state regulations and evaluate legislation enacted by other jurisdictions.	June/July 2016
9. Planning Commission public hearing and recommendation to City Council.	August 2016
10. City Council review of draft legislation/regulations.	August/September 2016
13. Revise as necessary.	September 2016
14. City Council Public hearing on draft legislation/regulations.	October 2016
15. Adoption of legislation/regulations.	November 2016
16. Notification of state agencies and interested citizens as required.	November 2016

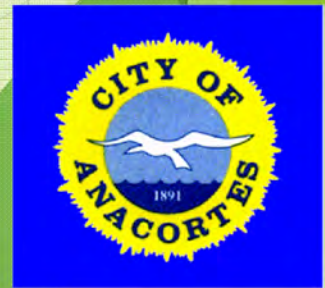


Stakeholder Feedback

- ▶ May 10, 2016 - stakeholder meeting
- ▶ Stakeholder meeting was lightly attended
- ▶ Main concerns expressed were about patient access to medical products
- ▶ Law enforcement concerns about grow operations in residences with 60 plants
- ▶ State process of rule-making is still ongoing

Proposed Solution

- ▶ Ordinance prohibiting medical marijuana cooperatives in all City Zones
 - ▶ City authorized by HB 2136 to ban cooperatives
 - ▶ Patient access to product
 - ▶ Patients can still grow up to 15 plants
 - ▶ Patients can purchase medical products at 2 retail locations in town
- ▶ City of Mount Vernon enacted similar ban



The background features abstract green geometric shapes. On the left, a solid green triangle points downwards. On the right, a complex arrangement of overlapping green triangles and polygons in various shades of green is visible, some with a fine grid pattern. A thin white line extends from the bottom right towards the center.

Questions?



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning November 14, 2016

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.

November 14, 2016

- Accept WSDOT Noise Permit Request for 2017 Overlay Project
- UW Health Impact Assessment (HIA) presentation of Anacortes South Commercial Avenue Corridor Plan by UW Graduate Students (Discussion)
- 500K Solar Project Presentation (Discussion/Possible Action)
- Substantial Need Resolution ____: Authorizing 1% Property Tax Increase (Action)
- Resolution ____: Authorizing 1% Property Tax Increase (Action)
- Resolution ____: Adopting a Fund Balance Policy (Discussion/Possible Action)
- Ordinance 2990: Amending 2016 Budget (Discussion/Possible Action)

November 21, 2016

Special Meeting: Site visit at 4:00 PM re: SDP-2016-1003. Meet at eastern terminus of Skyline Way.

- Closed-record Public Hearing: Mousel 2-story Building; 1st Floor Restroom serving the Marina; 2nd Floor Apartment; SSDP, & Land Use CUP (SDP-2016-1003) (Discussion/Possible Action)
- Ordinance 2989: Prohibiting Medical Marijuana Cooperatives in All City Zones (Discussion/Possible Action)
- Continued Public Hearing: Ordinance 2993: Adopting 2017/2018 Biennial Budget (Action)
- Library Strategic Plan (Discussion)
- Ordinance 2991: New Standards for Stormwater Management (Action)

November 28, 2016

December 5, 2016

- Resolution ____: Establishing Fees for the Water Utility

December 12, 2016

December 19, 2016

December 27, 2016

January 3, 2017

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Nov 7, 2016, 4:30 PM, Mayor's Office, City Hall
- Finance, Wednesday, Nov 9, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Planning, Monday, Nov 14, 2016, 5:00 PM, Planning Director's Office
- Parks & Recreation, Thursday, Nov 17, 2016, 6:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Nov 21, 2016, 5:00 PM, Public Works Director's Office
- Finance, Wednesday, Nov 23, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Planning, Monday, Nov 28, 2016, 5:00 PM, Planning Director's Office