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- The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received by the [City Clerk](#) prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
- Complete guidelines for virtual participation in Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

July 18, 2022
6:00 PM

PRELIMINARY AGENDA
[Packet Materials](#) / [Watch Meeting](#)

1. **Call to Order**
2. **Closed Session**
 - a. Collective Bargaining topics per RCW 42.30.140(4)(b) (30 minutes)
3. **Pledge of Allegiance**
4. **Announcements and Committee Reports**
 - a. Finance Committee (Report)
 - b. Public Works Committee (Report)
5. **Public Comment**
6. **Consent Agenda**
 - a. Minutes of July 11, 2022 (Action)
 - b. Approval of claims in the amount of \$1,702,356.69
(Action)
 - c. Contract Modification: Water Meter Antenna Design #22-082-WTR-001
(Action)
 - d. Contract Modification: Social Worker Agreement #21-061-IDS-001 (Action)
7. **Other Business**
 - a. * Ordinance 4023: Amendment to AMC Chapter 18.30 Illicit Discharge and Connections to the Stormwater Drainage System and AMC Chapter 19.12 Definitions and Interpretation (Action)
 - b. Contract Modification – WWTP Outfall Project #20-032-SEW-001 (Discussion/Action)
 - c. Resolution 3093: A resolution authorizing the signature and execution of a Collective Bargaining Agreement between the City of Anacortes and the Commissioned Anacortes

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting.*

The City of Anacortes is committed to making public meetings available and accessible to all members of the community.
For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

Police Services Guild. (Action)

8. **Adjournment**

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting.*

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For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.



City Council will now enter into a closed session pursuant to RCW 42.30.140(4)(b) regarding collective bargaining topics.

This closed session is expected to last 30 minutes. No action will be taken.

Upon completion of the closed session, Council will return to the open meeting and resume our agenda.

CLOSED SESSION

MAYOR MATT MILLER



CITY COUNCIL MEETING JULY 18, 2022

Anacortes City Council Minutes - July 11, 2022

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of July 11, 2022 at 6:00 p.m. Councilmembers Jeremy Carter, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton and Amanda Hubik were present. Councilmember McDougall participated in the meeting remotely via Zoom.

Councilmember Anthony Young was absent. Mr. Carter moved, seconded by Ms. Moulton, to excuse the absence of Mr. Young. The motion carried unanimously by voice vote.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller provided a recap of Kids Are Best Fest and announced Shipwreck Day is coming this Saturday. He then shared current COVID-19 case statistics for Anacortes and Skagit County, including a slight decrease in case numbers and 4 hospitalizations in Island Hospital. He announced an upcoming vaccine clinic at the Anacortes Senior Center on Friday, July 15th, from 9:30am - 2:30pm, with no appointment necessary. Mayor Miller continued with a construction update, citing delayed completion of the 32nd Street and M Avenue roundabout project until the first week of August due to supply issues. He concluded by listing water line projects commencing this week in the Skyline area on Sands Way, Parkside Drive, Sandra Court and Curtis Court.

Housing Affordability and Community Services Committee

Mr. Walters reported from the Committee meeting held the previous Thursday morning with Mr. Ed West of the League of Women Voters. The Committee discussed a series of forums to be held by the League of Women Voters on affordable housing around Skagit County, of which Anacortes would be the first in September 2022 in City Council chambers. The Committee will assist with designing the forum format and guest speaker selection.

Planning Committee

Ms. Cleland-McGrath reported from the Committee meeting held earlier in the evening. The topics discussed included a potential partnership with Skagit Habitat for Humanity for cottage homes, a coming meeting with the Main Street Association in August, and floodplain management.

4th of July Parade Marching Group and Float Winners

Mayor Miller presented the awards for best Marching Group in the July 4th Parade to: 3rd place - Anacortes Twisted Pixies; 2nd place - Old Anacortes Rowing and Sailing Society (OARS); 1st place - Soroptimist International of Anacortes; and for best Float to: 3rd place - Anacortes Masonic Lodge; 2nd place - Mermen of Anacortes; 1st place - Anacortes Rotary Centennial Float

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda.

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

Consent Agenda

Ms. Moulton moved, seconded by Ms. Hubik, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

- a. Minutes of July 5, 2022
- b. Approval of claims in the amount of \$447,482.55

Anacortes City Council Minutes - July 11, 2022

The following vouchers/checks were approved for payment:

EFT numbers: 103621 through 103659, total \$188,866.90

Check numbers: 103660 through 103677, total \$241,019.23

Wire transfer numbers: 3036382 through 306794 total \$17,586.60

c. Contract Award: Oak Harbor Aerial Fiber Installation #20-033-TLM-002

d. Contract Award: WTP CAT Generator Switchgear Maintenance #22-181-WTR-001

e. Contract Award: WTP Electrical System: Intake Transformer Purchase #22-133-WTR-006

f. Interlocal Agreement #22-180-PRK-001 with City of Marysville for Outdoor Video Services

Closed Record Decision Hearing

Mayor Miller asked Mr. Measamer to advise him if this would be a closed record decision hearing on Ordinance 4016. Mr. Measamer replied that since the Planning Commission held a public hearing and made a recommendation to City Council as a legislative action, that unless Council desired to hold another public hearing that addressed specific items, the Mayor could move on to item 7.a. Mayor Miller moved on to agenda item 7.a. Ordinance 4016: Floodplain Management Code Amendments AMC Chapter 19.74.

Other Business

Ordinance 4016: Floodplain Management Code Amendments AMC Chapter 19.74

Planning, Community and Economic Development Director, Don Measamer, introduced floodplain management code amendments under AMC Chapter 19.74. The amendments include substantial improvement, clarifying review criteria as it applies to floodplain management, small detached structures and a Sea Level Rise Report from Coastal Geologic Services that went before the Planning Commission. The Commission recommended a 2-foot above base flood elevation for new construction and structures undergoing substantial improvements in affected zones. The remaining amendments were recommended by the Washington Department of Ecology. Mr. Measamer introduced Mr. Jim Johannessen and Ms. Avery Maverick of Coastal Geologic Services, who presented the issue of Sea Level Rise. The report and associated slide deck were included in the packet materials for the meeting. Mr. Johannessen and Ms. Maverick responded to councilmembers' questions.

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

RYAN WALTERS moved, seconded by CHRISTINE CLELAND-MCGRATH, to Approve Ordinance 4016 as presented with Council edits and Attachment A, version 2b. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Ordinance 4024 An Interim Ordinance Extending Ordinance 3091 and Ordinance 4008 declaring Daycare II Facilities as a permitted use in the R4 Use Zone

Mr. Measamer introduced Ordinance 4024 as an interim ordinance extending Ordinance 3091 and Ordinance 4008 declaring Daycare II facilities as a permitted use in the R4 Zone.

RYAN WALTERS moved, seconded by CAROLYN MOULTON, to adopt Ordinance 4024 as presented. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Community Paramedic Agreement

City Attorney, Darcy Swetnam, and Community Paramedic, Steve Monrad, presented the Community Paramedic interlocal agreement between the Skagit County Public Hospital District and the City of Anacortes. Ms. Swetnam summarized the agreement, which includes calendar year 2022 and would renew automatically each year unless either party wishes to renegotiate. Mr. Monrad presented a twelve-month report detailing

Community Paramedic duties and responsibilities, service statistics, and several case studies.

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

CHRISTINE CLELAND-MCGRATH moved, seconded by CAROLYN MOULTON, to authorize the Mayor to sign the Community Paramedic interlocal agreement with the Skagit County Public Hospital District . Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 7:28 p.m. the Anacortes City Council meeting of July 11, 2022 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 July 18, 2022 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
307201	5/17/2021	1423-Y01	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE	\$ 313.34	pw1
307202	5/17/2021	1424-Y01	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2021 - SHOP	\$ 241.54	pw1
306888	1/13/2022	5330198767	SIEMENS INDUSTRY, INC	2022 HVAC CONTROL SYSTEMS SERVICE	\$ 11,162.88	pw1
306981	2/23/2022	252499	NAPA	FRONT WIPER- #189	\$ 27.66	dshop
306980	3/9/2022	254027	NAPA	ALARM #612	\$ 31.46	dshop
306982	3/16/2022	254986	NAPA	BELT- #90011	\$ 32.26	dshop
307208	4/7/2022	0422137	BAYSIDE SERVICES	WTP FILTER #1 SAND REMOVAL	\$ 4,430.88	dwtpt
307172	5/16/2022	601219	SKIDMORE PHARMACY INC.	PHARMACY COPAYS, DODGE, LEOFF1 RETIREE	\$ 31.43	hr
306901	5/19/2022	042206676	NATIONAL OILWELL VARCO, O.P.	INCINERATOR MAINTENANCE	\$ 166.08	dwwtpt
306978	5/19/2022	261990	NAPA	2 CYCLE OIL- SHOP	\$ 206.26	dshop
306988	5/25/2022	LAU-WA-G885-22	DEPARTMENT OF ECOLOGY	WTP LAB ACCREDITATION RENEWAL FEE 5/2/2022 - 5/1/2023	\$ 300.00	dwtpt
307058	5/31/2022	220651	T-SHIRTS BY DESIGN	REC PROGRAM SUPPLIES	\$ 502.66	pkrec
307184	6/1/2022	001	PACIFIC PILE & MARINE, LP	WWTP OUTFALL RELOCATION - MARINE PHASE - 3/14/22-6/1/22	\$ 1,050,976.77	pw1
306903	6/2/2022	042208234	NATIONAL OILWELL VARCO, O.P.	MOYNO PUMP PARTS	\$ 864.19	dwwtpt
307268	6/2/2022	1103052	FERGUSON ENTERPRISES, INC	SENSUS BASE STATIONS	\$ 68,538.34	wdist
307206	6/7/2022	FB23725	CAROLLO ENGINEERS, INC.	WATER SYSTEM PLAN UPDATE - THROUGH 5/31/22	\$ 10,582.50	dwtpt
306365	6/8/2022	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 5/7-6/7/22	\$ 2,216.72	publib
306804	6/14/2022	1218577	LIFE ASSIST, INC	LUBRICATING JELLY	\$ 9.62	medic
307212	6/15/2022	10611	DALTON, OLMSTED & FUGLEVAND	WWTP OUTFALL PRE-DESIGN - MAY 2022	\$ 20,464.75	pw1
306363	6/20/2022	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 5/18-6/17/22	\$ 395.39	publib
306902	6/22/2022	042208117	NATIONAL OILWELL VARCO, O.P.	INCINERATOR MAINTENANCE	\$ 1,027.01	dwwtpt
306754	6/22/2022	773057	REECE, STORMIE	DEPOT JANITORIAL JUNE 2022	\$ 1,056.00	parks1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
307077	6/23/2022	137614	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES, POLICE BARGAINING UNIT	\$ 3,412.50	hr
306827	6/23/2022	S3834563.001	BUILDERS' HARDWARE & SUPPLY	PAD LOCKS	\$ 454.84	pwfac
307086	6/24/2022	1154635597	WILSON DDS, NICHOLAS J	DENTAL SERVICES, LEOFF1 RETIREE	\$ 13.00	hr
307186	6/24/2022	OC-03	H W LOCHNER, INC	ON-CALL PROFESSIONAL PLAN REVIEW CONSULTANT SERVICES - 5/28/22-6/24/22	\$ 789.48	pw1
306824	6/24/2022	S3825680.003	BUILDERS' HARDWARE & SUPPLY	LOCKS	\$ 55.53	pwfac
306355	6/26/2022	70208348	INGRAM LIBRARY SERVICES, LLC	INGRAM BOOKS	\$ 1,341.08	publib
307075	6/27/2022	22-40378	BUDGET TOWING & AUTO REPAIR	TOWING; APD CASE 22-A03719 (MOTORHOME)	\$ 366.53	apd
307198	6/27/2022	220117	BLYTHE MECHANICAL, INC	PUBLIC SAFETY BUILDING CIRCULATION PUMPS REPAIR	\$ 13,121.28	pw1
306895	6/28/2022	13749	TRIANGLE PUMP & EQUIPMENT	PUMP STATION MAINTENANCE	\$ 4,656.47	dwwtp
306478	6/28/2022	360-299-2484-0726025	ZIPLY FIBER	LIBRARY 6/28-7/27/22	\$ 59.49	publib
307195	6/28/2022	INV-118502	DUDE SOLUTIONS INC	SMARTGOV SOFTWARE FOR PCED - MAP CONNECTOR CONFIGURATION	\$ 1,033.60	plan
306910	6/28/2022	WA72697BC	PRECISION CONCRETE CUTTING INC	SIDEWALK TRIP HAZARD REMOVAL	\$ 18,162.06	pw1
307189	6/29/2022	1153	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2022 - FIRE STATION 1 & 2 CO RAY-VAC	\$ 616.90	pw1
306891	6/29/2022	23296	SKAGIT PUBLISHING LLC	PUBLISH AA-251401	\$ 44.66	finance
307084	6/29/2022	53681	ISLAND OPTOMETRY CLINIC	VISION COPAY, LEOFF1 RETIREE	\$ 174.40	hr
306816	6/29/2022	60250	AMERICAN DISTRIBUTING COMPANY	DUST CONTROL SERVICES	\$ 6,272.32	dshop
307200	6/29/2022	7232	TCA ARCHITECTURE PLANNING INC	FIRE STATION PLANNING AND DESIGN SERVICES - MAY/JUNE 2022	\$ 13,825.01	medic
306973	6/30/2022	10885	PETDATA, INC	PETDATA LICENSING FEES JUNE	\$ 117.60	finance
307177	6/30/2022	1126	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2022 - SENIOR CENTER	\$ 887.80	pw1
307191	6/30/2022	1127	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2022 - DEPOT	\$ 360.13	pw1
307047	6/30/2022	11386747	LINDE GAS & EQUIPMENT INC.	CYLINDER RENTAL	\$ 307.15	dwwtp

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307193	6/30/2022	1152	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2022 - FIRE STATION 2	\$ 288.78	pw1
307173	6/30/2022	1181	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2022 - PUBLIC SAFETY BUILDING	\$ 1,647.01	pw1
307176	6/30/2022	1182	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2022 - CITY HALL	\$ 1,148.93	pw1
307179	6/30/2022	1183	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2022 - MUSEUM	\$ 255.02	pw1
307180	6/30/2022	1185	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2022 - FIRE STATION 1	\$ 702.22	pw1
307174	6/30/2022	1201	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2022 - LIBRARY	\$ 2,277.18	pw1
307192	6/30/2022	1208	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2022 - WTP	\$ 5,531.00	pw1
306563	6/30/2022	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 6/2-6/30/22	\$ 9.86	publib
306564	6/30/2022	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 6/2-6/30/22	\$ 20.51	publib
306818	6/30/2022	201784	LAKESIDE INDUSTRIES, INC.	1-1/4" & 1-1/2" ROCK SALES- WATER DEPT	\$ 462.79	wdist
306820	6/30/2022	201785	LAKESIDE INDUSTRIES, INC.	DUMP FEES & 5/8" & 3/4" ROCK SALES- WATER DEPT	\$ 1,408.98	wdist
306884	6/30/2022	2022014	SEATTLE PONY PARTY	2022 KIDS R BEST FEST PONY RIDES	\$ 1,450.00	pkrec
306823	6/30/2022	215261	INFOSEND, INC.	JUNE 2022 PROCESSING	\$ 3,646.75	finance
307078	6/30/2022	321985	A WORKSAFE SERVICE INC	CDL DRUG TESTS	\$ 165.00	hr
306899	6/30/2022	41953	PACIFIC SECURITY	SECURITY DETAIL - COURT SESSIONS	\$ 472.50	court
306883	6/30/2022	51885	KRIEG CONSTRUCTION, INC	ASPHALT DISPOSAL & 3/8" HMA	\$ 9,974.37	wdist
306907	6/30/2022	9363280554	GRAINGER	INCINERATOR MAINTENANCE	\$ 84.96	dwwtp
307083	6/30/2022	COURT & BUILDING FEE	WASHINGTON STATE TREASURER	COURT & BLDG FEES TO STATE - OTR 2	\$ 19,971.61	financecc
306893	6/30/2022	IN946704	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - JUNE 2022	\$ 1,357.08	fiber
306894	6/30/2022	IN946705	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - JUNE 2022	\$ 1,922.53	fiber

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
306892	6/30/2022	IN946719	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - JUNE 2022	\$ 7,016.33	fiber
307203	6/30/2022	INV1510	CARTEGRAPH SYSTEMS LLC	CARTEGRAPH WATER TREATMENT PLANT IMPLEMENTATION TRAINING	\$ 2,750.00	pw1
306815	6/30/2022	LTAC Raceweek #3	WHIDBEY ISLAND RACE WEEK LLC	LTAC RACEWEEK INVOICE #3	\$ 8,465.59	plan
306890	6/30/2022	P0001-68	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - MAY 2022	\$ 5,822.00	dwwtp
306896	6/30/2022	Pay App 9	SUMMITX CONTRACTORS, INC	2021 WATERLINE REPLACEMENT	\$ 150,361.60	pw1
306881	7/1/2022	052-0010-00	CITY OF ANACORTES	OPS 6/1 - 6/30/22	\$ 1,538.98	dshop
306805	7/1/2022	1000230676	OCLC, INC	CATALOGING, ILL, FIRSTSEARCH/WORLDCAT DISCOVERY (7-1 2022 TO 6-30 2023)	\$ 4,718.83	publib
306889	7/1/2022	133003	VENTEK INTERNATIONAL	WA PARK PAY STATIONS ANNUAL FEES	\$ 1,408.56	parks1
306897	7/1/2022	190-1840-00	CITY OF ANACORTES	UTILITY BILL FOR WWTP	\$ 5,608.99	dwwtp
307196	7/1/2022	2022-402	PUBLIC SAFETY TESTING, INC	2022 PRE-EMPLOYMENT TESTING SERVICES FOR POLICE AND FIRE - APRIL-JUNE 2022	\$ 692.00	hr
307073	7/1/2022	292576	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER JUNE 2022	\$ 452.50	apd
306822	7/1/2022	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS 5/28- 6/28/22	\$ 457.65	dshop
306885	7/1/2022	32362	COMMERCIAL ALARM & DETECTION	LIBRARY FIRE ALARM MONITORING AGREEMENT - JULY, AUGUST, SEPTEMBER 2022	\$ 97.92	pw1
307043	7/1/2022	829384	HASA, INC	SODIUM HYPOCHLORITE	\$ 4,964.48	dwwtp
307042	7/1/2022	98064692	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE	\$ 4,592.82	dwwtp
307081	7/1/2022	GB00100301	TRANSAMERICA LIFE INS CO	JULY, LEOFF LONG-TERM CARE INSURANCE	\$ 634.98	hr
307181	7/4/2022	2609	NORTHWEST CORROSION	2022 WATER TRANSMISSION PIPELINE CATHODIC SURVEY	\$ 862.56	dwwtp
307064	7/5/2022	003FPD2206	MILLIMAN INC	GASB 67-68 FIN. RPT. 12/31/21 AND ACTUARIAL VALUATION RPT 1/1-7/1/22	\$ 12,125.00	finance
306828	7/5/2022	12P15286	MOTOR TRUCKS, INC	SENSORS VEH #610	\$ 395.73	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
306825	7/5/2022	216245	INFOSEND, INC.	FIREWORKS FLYER	\$ 568.95	parks1
306887	7/5/2022	22007700	WASHINGTON STATE PATROL	BACKGROUND CHECKS FOR SENIOR CENTER	\$ 55.00	pkrec
306886	7/5/2022	22007889	WASHINGTON STATE PATROL	BACKGROUND CHECKS FOR SEASONAL STAFF	\$ 55.00	parks1
306819	7/5/2022	267183	NAPA	BATTERIES, #601	\$ 840.28	dshop
306817	7/5/2022	267241	NAPA	BRAKE ROTORS #032	\$ 134.91	dshop
306829	7/5/2022	323386A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 448.92	pwfac
306830	7/5/2022	323623	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 1,631.41	pwfac
306905	7/5/2022	4172	CASCADE HOOD SERVICE	ASAC KITCHEN HOOD INSPECTION AND CLEANING	\$ 353.60	pwfac
307178	7/5/2022	460509	SKIDMORE PHARMACY INC.	PHARMACY COPAYS, LEOFF1	\$ 15.00	hr
307076	7/5/2022	7624	ANACORTES TOWING, LLC	TOWING; APD CASE 22-A04202 (POP UP TENT TRAILER)	\$ 243.17	apd
306774	7/5/2022	RefundBahng	BAHNG, KELLY	WA PARK CAMPING REFUND	\$ 73.00	parks1
306797	7/5/2022	RefundNorman	NORMAN, DAVE	REFUND OF CAMPING FEES	\$ 217.00	parks1
307045	7/6/2022	007M6970	HARRINGTON INDUSTRIAL	SEAL KIT FOR AIR RELIEF X 2	\$ 368.12	dwtpt
306834	7/6/2022	050-1819-01	CRENSHAW, COLLEEN	UB Refund Cst #059326	\$ 107.88	finance
306832	7/6/2022	080-3420-00	YOUNG, BRYAN	UB Refund Cst #040986	\$ 115.50	finance
306833	7/6/2022	141-1610-01	OTTOSON, RICHARD	UB Refund Cst #042895	\$ 142.37	finance
306987	7/6/2022	203480	OASYS INC	PLOTTER CHARGE BASE AND CONTRACT 7/9/22-8/8/22	\$ 83.49	pw1
306904	7/6/2022	2179	THE CLEAN TEAM	LTAC PUBLIC RESTROOM MAINTENANCE	\$ 3,200.00	plan
307185	7/6/2022	2181	THE CLEAN TEAM	2022 JANITORIAL SERVICES - JUNE 2022	\$ 4,300.00	pw1
307170	7/6/2022	23583	SKAGIT PUBLISHING LLC	PUBLISH AA-255503	\$ 166.46	finance
306974	7/6/2022	267317	NAPA	OPERATING SUPPLIES- SHOP	\$ 53.02	dshop
306821	7/6/2022	267326	NAPA	TAIL LIGHT #185	\$ 46.61	dshop
306879	7/6/2022	267351	NAPA	AIR FILTER #015	\$ 14.99	dshop
306976	7/6/2022	267383	NAPA	NYLON DETAIL BRUSH - SHOP	\$ 6.51	dshop
306880	7/6/2022	267443	NAPA	FUEL LINE #2910	\$ 2.74	dshop
307210	7/6/2022	40360	ZUMAR INDUSTRIES, INC.	SIGN SUPPLIES	\$ 1,301.48	dshop
306882	7/6/2022	52899	ROBINSON BROTHERS	MUNICIPAL BROADBAND NETWORK - 2021 WESTSIDE BACKBONE EXPANSION	\$ 121,215.80	fiber
307207	7/6/2022	FB24754	CAROLLO ENGINEERS, INC.	WATER SYSTEM PLAN UPDATE - THROUGH 6/30/22	\$ 10,961.00	dwtpt
307190	7/6/2022	H120171	HOLLINGER METAL EDGE, INC	CURATORIAL SUPPLIES	\$ 224.18	museum
306831	7/6/2022	RefundBergsma	BERGSMA, LINDA	WA PARK CAMPING REFUND	\$ 47.00	parks1
306836	7/6/2022	RefundChristian	CHRISTIAN, CRAIG	WA PARK CAMP REFUND	\$ 47.00	parks1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
307182	7/6/2022	ReimbLindquist	LINDQUIST, THAD	PHARMACY COPAY, LEOFF1 RETIREE	\$ 26.40	hr
307067	7/7/2022	111648	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 66.00	finance
307037	7/7/2022	111649	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 420.00	medic
306898	7/7/2022	111650	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	\$ 193.00	dshop
307269	7/7/2022	12P15322	MOTOR TRUCKS, INC	SENSORS VEH 610	\$ 390.73	dshop
307044	7/7/2022	13131018	HACH COMPANY	MAGNETIC STIRRER	\$ 430.38	dwtp
307072	7/7/2022	220013286491	PUGET SOUND ENERGY INC	APD 6/7-7/6/22	\$ 1,809.89	apd
306979	7/7/2022	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 6/7-7/6/22	\$ 37.27	finance
307038	7/7/2022	220015523313	PUGET SOUND ENERGY INC	501 Q AVE 6/7-7/6/22	\$ 27.18	dshop
307046	7/7/2022	220021901958	PUGET SOUND ENERGY INC	TSUNAMI SIREN - SKYLINE 6/7-7/7/22	\$ 10.89	dwwtp
307068	7/7/2022	257017	SIGNATURE FORMS, INC	UB BLUE ENVELOPES	\$ 120.66	finance
306975	7/7/2022	267491	NAPA	BATTERY CLEANER- SHOP	\$ 26.07	dshop
307063	7/7/2022	658	BLUE COW CARWASH	CAR WASHES- 1ST QTR	\$ 520.00	dshop
307194	7/7/2022	98064892	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE	\$ 4,577.78	dwtp
307039	7/7/2022	AN 873721	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 106.58	medic
307209	7/7/2022	IN946752	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - HALF OF JULY 2022	\$ 339.27	fiber
307211	7/7/2022	IN946753	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - HALF OF JULY 2022	\$ 15,336.96	fiber
306878	7/7/2022	RefundLipke	LIPKE, LINDA	WA PARK SHELTER REFUND	\$ 64.00	parks1
307048	7/7/2022	S20219292	SUPERIOR SYSTEMS, INC	MAINTENANCE - INCINERATOR	\$ 218.56	dwwtp
307074	7/8/2022	021589816	GALLS, LLC.	UNIFORM VEST; CSO LINDQUIST (EXTERNAL)	\$ 186.97	apd
307049	7/8/2022	13964	NORTHWEST CLEAN AIR AGENCY	AIR OPERATING PERMIT PROGRAM FEE FY23	\$ 14,823.66	dwwtp
307087	7/8/2022	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 6/8-7/7/22	\$ 3,417.17	publib
307050	7/8/2022	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 6/8-7/7/22	\$ 12.65	finance
307051	7/8/2022	220013297498	PUGET SOUND ENERGY INC	CASINO DR UNDER TWIN BRIDGES 6/8-7/7/22	\$ 18.63	wdist
307052	7/8/2022	220022355618	PUGET SOUND ENERGY INC	TSUNAMI SIREN 500 T AVE 6/8-7/7/22	\$ 10.89	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
306977	7/8/2022	267619	NAPA	WIPER BLADES- #033	\$ 45.96	dshop
307060	7/9/2022	220825	T-SHIRTS BY DESIGN	REC PROGRAM SUPPLIES	\$ 465.66	pkrec
307168	7/10/2022	70421001	INGRAM LIBRARY SERVICES, LLC	BOOKS	\$ 309.61	publib
307089	7/10/2022	70421002	INGRAM LIBRARY SERVICES, LLC	ADULT BOOKS	\$ 551.59	publib
307270	7/11/2022	267860	NAPA	SPARK PLUG 2935	\$ 3.04	dshop
307271	7/11/2022	267893	NAPA	JACK 841	\$ 76.87	dshop
307267	7/11/2022	300000305007	PUGET SOUND ENERGY INC	SKYLINE STREET LIGHTS 6/2 - 6/30/22	\$ 412.51	dshop
307080	7/11/2022	INV2497014	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 6/8-7/7/22	\$ 240.05	finance
307204	7/12/2022	362731	INTERNATIONAL BELT & RUBBER	MAINTENANCE SUPPLIES	\$ 1,289.28	dwwtp
307082	7/12/2022	INV2497568	COPIERS NORTHWEST, INC	CANON/IRC5870I/3RD FLOOR 6/11-7/10/22	\$ 299.54	finance
307079	7/12/2022	ReimbLindquist	LINDQUIST, THAD	REIMBURSE PHARMACY COPAY, LEOFF1 RETIREE	\$ 24.43	hr
306909	7/23/2022	22-118-FAC-0011	FLOORING CONNECTIONS	RETAINAGE RELEASE	\$ 2,993.00	pw1
					\$ 1,702,356.69	



City Council Agenda Bill

Meeting Date: July 18, 2022

Agenda Item: 6.c.

Agenda Item Title: Contract Modification: Water Meter Antenna Design #22-082-WTR-001

Staff Contact(s): BRIAN MCDANIEL

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Modification

Item Summary: City staff seeks Council consent to issue a contract modification to RH2 Engineering, Inc. in the amount of \$68,755.00, increasing the total contract price to \$75,101.00, to include outline design and permitting services reflecting the City's pre-application meeting feedback and facilitating review and approval for installation of the Advanced Metering Infrastructure (AMI) System on the Skyline and 29th Street Reservoir sites.

Background:

1. Reason for Contract Change: This modification provides for the outline design and permitting services for installation of AMI System antennas on Skyline and 29th Street Reservoir sites; and to prepare packages for and complete a pre-application meeting with Skagit County to define permitting efforts needed for antennas at the Sunrise Estates Reservoir and South Ridge Reservoir.
2. History: This project coincides with the Advanced Metering Infrastructure project to replace the city water system's aging and failing water radios, meters and equipment. The new radios will communicate via the Sensus Water Meter Software (Agreement [21-136-WTR-001](#) in September 2021 with Ferguson Waterworks). Instead of a drive-by process to read meters, AMI is accessible from the web, saving on employee and vehicle use. Employees can access the data from any computer in addition to receiving notifications of backflow and tampering risks. The system also creates a customer portal to access current and historical water-use to help detect bill discrepancies, leaks and other issues. The first AMI antenna collector was installed on City Hall in October 2021 (Agreement [21-137-WTR-001](#) in September 2021 with Ferguson Waterworks). Total build out will leverage five antenna collectors throughout the system. This proposed contract modification maintains the overall project and advances that goal.
3. Key Terms:

- Work will be performed for on a time and materials basis not-to-exceed

\$75,101.00.

- Period of performance is extended through July 19, 2023.

4.Competitive Bidding: Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Budget Impact:

Consultant	RH2 Engineering, Inc.
Original Agreement Amount	\$6,346.00
Current Agreement Amount	\$6,346.00
Change Per this Modification	\$68,755.00
Total After Modification	\$75,101.00
Earmarked Funds	\$300,000.00
BARS #	401.000.594.34.63
Paid on Contract as of 7/11/22	\$4,574.10
Budget Amendment Required?	No
Start Date	Inception
End Date	7/19/2023

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a modification to contract 22-082-WTR-001 with RH2 Engineering, Inc. in the amount of \$68,755.00, increasing the total contract price to \$75,101.00.

Alternative Actions: Not approve the contract modification.

Attachments (listed in order presented):

1. 22-082-WTR-001 Mod 01



Date July 18, 2022
Page 1 of 1 Page

Contract Title: WATER METER ANTENNA DESIGN
Consultant: RH2 ENGINEERING, INC.

BACKGROUND

This modification is issued in accordance with Article 22, Changes/Additional Work and provides for an addition to the Scope of Work as detailed below. Accordingly, the contract price is increased from \$6,346.00 by \$68,755.00 to \$75,101.00, and the following changes are incorporated under this contract:

ARTICLE 1. Scope Of Work. The following second paragraph is added:

“In addition to the services described above, the Consultant shall perform the services described in attached Exhibit D; an Exhibit under Modification 01 which is hereby incorporated by reference and made a part hereof.”

ARTICLE 3. Price and Payment Terms. Delete the paragraph in its entirety and insert the following:

“The services provided under this Agreement shall be time and materials basis not-to-exceed **Seventy-Five Thousand One Hundred One Dollars (\$75,101.00)**. The per task estimates are detailed in Exhibits B and D. Payment shall be made in accordance with the 2022 Schedule of Rates and Charges listed in Exhibit C. All referenced Exhibits are attached hereto and incorporated by reference.”

ARTICLE 4. Period of Performance. Delete the paragraph in its entirety and insert the following:

“The period of performance under this Agreement is from inception through July 19, 2023.”

All other terms of the contract remain unchanged.

CITY OF ANACORTES

RH2 ENGINEERING, INC.

By _____
Matt Miller, Mayor

By _____

Date _____

Date _____

Original Agreement Amount	<u>\$6,346.00</u>	Original Contract Completion Date	<u>12/31/2022</u>
Current Agreement Amount	<u>\$6,346.00</u>	Current Contract Completion Date	<u>12/31/2022</u>
Change Per this Modification	<u>\$68,755.00</u>	Net Change	<u>200 Days</u>
Total After Modification	<u>\$75,101.00</u>	Contract Completion Date After Change	<u>7/19/2023</u>

City of Anacortes
Advanced Metering Infrastructure System

May 2022

Scope of Services

The City of Anacortes (City) requested assistance from RH2 Engineering, Inc., (RH2) with permitting and design of an Advanced Metering Infrastructure (AMI) System for managing the City's water meters. The City would like to install two utility poles on which to affix OMNI directional antennae and base station data collectors for the AMI System. The new infrastructure is planned at the City's existing Skyline Reservoir and 29th Street Reservoir sites. RH2 and the City organized and attended a pre-application meeting with the City's Planning, Community, & Economic Development Department (City Planning) in April under the original contract award. The main purpose of this Scope of Work is to outline design and permitting services reflecting the City's pre-application meeting feedback and facilitating review and approval for installation of the AMI System on the Skyline and 29th Street Reservoir sites. Additionally, the City has two other AMI sites, located within Skagit County (County) jurisdiction, which are the Sunrise Estates Reservoir and the South Ridge Reservoir. This Scope of Work also includes effort to prepare packages for and complete a pre-application meeting with the County to better define permitting effort needed for those sites.

Task 2 – Geotechnical and Geohazards Analysis

Objective: Conduct a limited geotechnical and geohazards analysis for both AMI sites to support the design and permitting efforts.

Approach:

- 2.01 Review Existing Data – Review existing geotechnical reports and information for the project vicinity, not to exceed four (4) hours of an RH2 geotechnical engineer's time.
- 2.02 Geotechnical Investigations – Arrange with the City to perform geotechnical site investigations and provide an RH2 representative onsite during excavations to evaluate physical characteristics of the soil, geologic/geotechnical conditions, and groundwater. *It is assumed two (2) test pits [one (1) at each site] will be needed. RH2 will provide a map showing the proposed test pit locations and determine approach through City coordination ahead of the field work.*
- 2.03 Geohazards Investigations – Assess the reservoir sites and lands within 300 feet for potential geohazards based on the City's Critical Areas Ordinance (Anacortes Municipal Code [AMC] 19.70.410 through .435) and determine how they would be impacted, if at all, by the proposed AMI poles.
- 2.04 Geotechnical Memorandum – Prepare a preliminary Geotechnical and Geohazards Technical Memorandum to document existing geotechnical and geohazard conditions of the project sites and construction recommendations. Perform internal quality assurance and quality

control (QA/QC) review of the preliminary technical memorandum and refine for City review. Provide draft to City for review and comment. Finalize technical memorandum based on feedback received from City.

Assumptions:

- *RH2 will rely upon the accuracy and completeness of any data, information, and materials generated or produced by the City or others in relation to this Scope of Work.*
- *Permits or other agency approvals will not be required for the geotechnical site investigations.*
- *Soil borings will not be required for this project.*
- *Soil samples and lab testing will not be required for this project.*
- *Excavations can be backfilled with native material removed during excavation.*

Provided by the City:

- Existing geotechnical reports for the project vicinity.
- Backhoe and operator for geotechnical test pits for a minimum of one (1) day.
- Underground utility locating within one (1) week before excavation activities, if needed.
- Safety precautions and erosion/sedimentation control for disturbed soils.
- Timely review and comment on draft technical memorandum.

RH2 Deliverables:

- Draft and final Geotechnical and Geohazards Technical Memorandum in electronic PDF.

Task 3 – Permitting Assistance

Objective: Perform site investigations and prepare permitting applications for the AMI System at both City sites, including State Environmental Policy Act (SEPA), Critical Areas, and Commercial Building Permits. Prepare applications for Building Permit submittals to City Planning. Prepare packages for and attend pre-application meeting with the County for the City's two (2) additional AMI sites.

Approach:

- 3.01 Review Background Data – Review existing environmental data, maps, and code sections relevant to the project sites. Prepare maps, data forms, equipment, and materials for site investigation work.
- 3.02 Critical Areas Investigations – Perform critical areas site investigations for both reservoir sites and lands within 300 feet to comply with AMC 19.70.110. Assess fish and wildlife habitat and/or potential streams or wetlands in the project vicinity. Delineate encountered wetland/stream habitat in the vicinity, as needed. Record habitat, wetland/stream boundaries, and associated test pits on a field map and record approximate locations for reporting. Collect site photographs and data for subsequent reporting. Post-process field data

and complete data forms and maps as needed based on the environmental resources encountered.

- 3.03 Critical Areas Report – Prepare a preliminary Critical Areas Report (CAR) that will cover both sites in accordance with AMC 19.70.115 and 19.70.350, detailing critical areas site investigation results, anticipated project activities, critical areas impacts, and recommended minimization measures. Provide preliminary CAR to City staff for review and comment. Organize and attend one (1) virtual meeting or conference call to review the preliminary CAR and recommended strategy. Finalize CAR based on City feedback.
- 3.04 Critical Areas Permits – Prepare Critical Areas Permit applications for each site. Provide preliminary Critical Areas Permit applications to City staff for review and comment and finalize with City review comments for submittal.
- 3.05 SEPA Checklist – Prepare one (1) preliminary SEPA Checklist that will cover both sites. Provide preliminary SEPA Checklist to City staff for review and comments. Revise SEPA Checklist based on feedback received and provide to City Planning for determination and publication.
- 3.06 Master Land Use Application – Prepare a Master Land Use application for each site. Produce final applications and materials for submittal to City Planning. Respond to up to one (1) round of City review comments or requested revisions.
- 3.07 Commercial Building Permit – Prepare a Commercial Building Permit application for each site, including structural and electrical application elements. Produce final applications with plans and structural calculations to be prepared concurrently with permitting assistance per Task 4 for submittal to City Planning. Respond to up to one (1) round of City review comments or requested revisions.
- 3.08 Pre-Application Meeting for County – Prepare pre-application meeting request packages for the City's two (2) additional AMI sites that are within County jurisdiction, the Sunrise Estates Reservoir and the South Ridge Reservoir. Prepare preliminary site plans for each site showing the proposed AMI pole and anticipated equipment installation for inclusion with the Pre-Application Submittal package using available City/County GIS mapping and data available to the public. Prepare application form, narrative description, and list of questions for each reservoir site. Provide preliminary packages to the City for review and comment. Finalize pre-application meeting request packages for City submittal to the County.

Assumptions:

- *The City will pay all permit fees and electronically submit the RH2-prepared permit application packages. City Planning will be the lead agency for the SEPA process.*
- *Wetland/stream habitat may be present in the Anacortes Community Forest Lands (ACFL) adjacent to the reservoir sites. Any wetland/stream habitat within 300 feet of the project location will be identified and classified in accordance with AMC 19.70.110, and additional AMC code sections and/or relevant state/federal methodology documents. Based on RH2's preliminary review, it is assumed only the Skyline Reservoir site may have wetlands in this investigation footprint. Effort scoped for critical areas investigations and delineations is based on this assumption. It is assumed all project locations are outside wetlands and buffers and*

not below the ordinary high water mark of any water body that would trigger state or federal permitting.

- *SEPA will list the City as applicant and primary contact. RH2 will prepare the SEPA as the City's agent.*
- *Ferguson Waterworks will handle the Federal Aviation Administration (FAA) easement filing and obtain FAA approval for the AMI poles.*
- *A Traffic Impact Analysis will not be required for this project.*
- *One (1) pre-application meeting will cover the two (2) additional County project sites.*

Provided by the City:

- Coordination for right-of-entry/access to the reservoir sites and ACFL surrounding the sites, as needed.
- Timely review and comment on preliminary CAR and SEPA Checklist.
- Submittal and payment of fees for permitting applications.
- Publication and mailing of SEPA Checklist.
- Input on the proposed locations of the AMI poles for each County-located reservoir site.
- Timely review and comment on preliminary County pre-application meeting packages, and submittal of final pre-application meeting request to the County.
- Attendance at County pre-application meeting to discuss the project.

RH2 Deliverables:

- Preliminary and final CAR in electronic PDF.
- Preliminary and final SEPA Checklist in electronic PDF.
- Electronic copies for each site of completed Master Land Use, Critical Areas Permit, and Commercial Building Permit applications, and email correspondence regarding submittal to City Planning, additional review comments, or other City coordination.
- Pre-Application Form with project-related questions prepared and ready for City Water Department signature and submittal to the County in electronic PDF.
- Site plans for attachment to the Pre-Application Form in electronic PDF.
- Attendance at the County pre-application meeting.

Task 4 – Design Services

Objective: Prepare design plans and calculations for AMI improvements at the Skyline Reservoir and 29th Street Reservoir sites.

Approach:

- 4.01 Design Site Visit – Perform design site visit by RH2 site, structural, and electrical/communications engineers to both project sites for the purpose of documenting existing conditions and coordinating with the City for proposed improvements, plan preparation, and site investigations.
- 4.02 Cover, General Notes, and SWPPP – Prepare cover, general notes, and Construction Stormwater Pollution Prevention Plan (SWPPP) sheets (up to three [3] sheets).
- 4.03 Site Plans – Prepare a site plan for each site showing existing improvements, general existing vegetation areas, proposed AMI pole location, and proposed electrical and communication conduit alignments (up to two [2] sheets, one [1] for each site).
- 4.04 Structural Details – Prepare common structural details sheet (one [1] sheet). *It is assumed details for both sites will be similar.*
- 4.05 Electrical and Communications Plans – Prepare electrical and communications plans specific to each site using site photos obtained during the Site Design Visit to identify existing conditions and equipment, proposed connection locations, and conduit with cable/conductors routing near and inside structures.
- 4.06 Electrical Details – Prepare common electrical details sheet. Electrical details sheet will include details for installing the base station cabinet and antenna, including grounding and termination details (one [1] sheet). *It is assumed details for both sites will be similar.*
- 4.07 Structural Calculations – Prepare structural calculations for the utility pole and pole-mounted equipment. *It is assumed that only one (1) set of structural calculations is needed for both sites and that soil conditions at both sites will be similar.*
- 4.08 Internal QA/QC Review – Perform internal QA/QC review of preliminary plans and structural calculations and update per review.
- 4.09 Submit Preliminary Plans – Provide and submit preliminary plans for City review and comment.
- 4.10 Finalize Design Plans – Address review comments from City Planning and prepare final design plans.

Assumptions:

- *Existing conditions site plans can be generated using public City GIS data, aerial photos, and information obtained during the Design Site Visit. Formal topographic surveying will not be required for the site plans.*
- *Traffic control is not required for either site.*
- *A Stormwater Site Plan, Parking Plan, and Grading will not be required for this project.*

Provided by the City:

- Access to and Water Department Staff to meet with RH2 staff for the Design Site Visit.
- Timely review and comment on preliminary design plans.

RH2 Deliverables:

- Plans and structural calculations in electronic PDF for Commercial Building Permit submittal in Task 3.
- Final design plans in electronic PDF.

Task 5 – Project Management Services

Objective: Manage the RH2 project team, files, and records. Monitor the scope of work and budget and provide monthly invoices with progress reports documenting work completed.

Approach:

- 5.01 Monitor Project and Manage Team – Review and monitor project progress, scope, and budget and manage the RH2 project team and resources.
- 5.02 Invoicing and Communication – Provide monthly invoices with progress reports documenting work performed and budget status and communicate with the City regarding project progress, invoicing, and schedule.
- 5.03 Maintain Files – Maintain project files and records in electronic format.

Assumptions:

- *The duration for project management services will be no more than six (6) months.*
- *A formal Gantt Bar Chart is not required for initiation and ongoing schedule updates for this project.*
- *A kick-off meeting is not desired by the City for this project.*

RH2 Deliverables:

- Project progress, scope, and budget administration and management.
- Monthly invoices with progress reporting in electronic PDF.
- Communication with the City.

Services During Bidding and Construction

Services during bidding and construction have not been included in this Scope of Work. If requested, a scope of work and fee estimate for these services will be mutually determined by the City and RH2.

Project Schedule

RH2 can proceed with work within two (2) weeks of receiving notice to proceed. The project schedule will be partially dependent on the City's availability to schedule for geotechnical work and site visits

identified in this Scope of Work, as well as City Planning's workload to review and approve permitting and draft documents. Therefore, it is the goal of all parties that this Scope of Work shall be completed within six (6) months of notice to proceed and may be modified as mutually agreeable to RH2 and the City.

Subconsultants

No subconsultants are anticipated for this project.

Fee for Services

The fee for services shall be on a time and expense basis according to the attached **Fee Estimate**.

EXHIBIT D

Fee Estimate

City of Anacortes
Advanced Metering Infrastructure System
May-22

Description		Project Manager	Project Engineer	Staff Engineer	Structural PM	Structural Engineer	Electrical PM	Electrical Engineer	Geotechnical	Environmental PM	Environmental Specialist	Environmental Scientist	Project Accounting	Administrative Support	Total Hours	Total Labor	Total Expense	Total Cost
Task 2	Geotechnical and Geohazards Analysis	1	-	-	-	-	-	-	24	-	-	-	-	2	27	\$ 6,653	\$ 442	\$ 7,095
2.01	Review Existing Data	-	-	-	-	-	-	-	4	-	-	-	-	-	4	\$ 1,020	\$ 53	\$ 1,073
2.02	Geotechnical Investigations	-	-	-	-	-	-	-	10	-	-	-	-	-	10	\$ 2,550	\$ 228	\$ 2,778
2.03	Geohazards Investigations	-	-	-	-	-	-	-	2	-	-	-	-	-	2	\$ 510	\$ 40	\$ 550
2.04	Geotechnical Memorandum	1	-	-	-	-	-	-	8	-	-	-	-	2	11	\$ 2,573	\$ 120	\$ 2,693
Task 3	Permitting Assistance	9	9	-	4	-	4	-	1	14	35	65	-	13	154	\$ 26,433	\$ 1,865	\$ 28,298
3.01	Review Background Data	-	-	-	-	-	-	-	-	1	2	3	-	-	6	\$ 1,006	\$ 63	\$ 1,069
3.02	Critical Areas Investigations	-	-	-	-	-	-	-	-	2	10	16	-	-	28	\$ 4,540	\$ 419	\$ 4,959
3.03	Critical Areas Report	1	-	-	-	-	-	-	-	4	7	20	-	4	36	\$ 5,895	\$ 380	\$ 6,275
3.04	Critical Areas Permits									1	2	6	-	1	10	\$ 1,607	\$ 95	\$ 1,702
3.05	SEPA Checklist	1	-	-	-	-	-	-	-	1	4	10	-	2	18	\$ 2,939	\$ 192	\$ 3,131
3.06	Master Land Use Applications	1	1	-	-	-	-	-	-	1	2	4	-	1	10	\$ 1,728	\$ 118	\$ 1,846
3.07	Commercial Building Permit	2	2	-	2	-	2	-	1	2	4	4	-	3	22	\$ 4,104	\$ 260	\$ 4,364
3.08	Pre-Application Meeting for County	4	6	-	2	-	2	-	-	2	4	2		2	24	\$ 4,614	\$ 338	\$ 4,952
Task 4	Design Services	22	40	-	16	17	18	23	-	-	1	1	-	3	141	\$ 26,737	\$ 2,901	\$ 29,638
4.01	Design Site Visit	8	8	-	-	-	8	-	-	-	-	-	-	-	24	\$ 5,112	\$ 478	\$ 5,590
4.02	Cover, General Notes, and SWPPP	2	6	-	-	-	-	-	-	-	-	-	-	-	8	\$ 1,578	\$ 174	\$ 1,752
4.03	Site Plans	4	16	-	2	2	2	4	-	-	-	-	-	-	30	\$ 5,652	\$ 649	\$ 6,301
4.04	Structural Details	-	-	-	2	4	-	-	-	-	-	-	-	-	6	\$ 1,036	\$ 141	\$ 1,177
4.05	Electrical and Communications Plan	-	-	-	-	-	2	12	-	-	-	-	-	-	14	\$ 2,252	\$ 391	\$ 2,643
4.06	Electrical Details	-	-	-	-	-	2	4	-	-	-	-	-	-	6	\$ 1,036	\$ 168	\$ 1,204
4.07	Structural Calculations	-	-	-	8	8	-	-	-	-	-	-	-	-	16	\$ 2,928	\$ 271	\$ 3,199
4.08	Internal QA/QC Review	6	4	-	2	2	2	2	-	-	1	1	-	1	21	\$ 4,115	\$ 360	\$ 4,475
4.09	Submit Preliminary Plans	1	2	-	-	-	-	-	-	-	-	-	-	1	4	\$ 752	\$ 46	\$ 798
4.10	Finalize Design Plans	1	4	-	2	1	2	1	-	-	-	-	-	1	12	\$ 2,276	\$ 222	\$ 2,498
Task 5	Project Management Services	12	-	-	-	-	-	-	-	-	-	-	4	2	18	\$ 3,634	\$ 91	\$ 3,725
5.01	Monitor Project and Manage Team	2	-	-	-	-	-	-	-	-	-	-	-	-	2	\$ 486	\$ 12	\$ 498
5.02	Invoicing and Communication	6	-	-	-	-	-	-	-	-	-	-	4	-	10	\$ 1,886	\$ 47	\$ 1,933
5.03	Maintain Files	4	-	-	-	-	-	-	-	-	-	-	-	2	6	\$ 1,262	\$ 32	\$ 1,294
PROJECT TOTAL		44	49	0	20	17	22	23	25	14	36	66	4	20	340	\$ 63,457	\$ 5,298	\$ 68,755



City Council Agenda Bill

Meeting Date: July 18, 2022

Agenda Item: 6.d.

Agenda Item Title: Contract Modification: Social Worker Agreement #21-061-IDS-001

Staff Contact(s): DAVE FLOYD

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Modification

Item Summary: City staff seeks Council consent to issue a contract modification to Anacortes Family Center (AFC) to extend the Social Worker Agreement for another yearly term. The contract includes terms agreeing that the City will provide an annual stipend of \$50,000.00 to the AFC, therefore the term extension increases the total contract price to \$100,000.00.

Background:

1. **Reason for Contract Change:** The City and AFC entered into this agreement as a pilot program and would like to continue for an additional yearly term.
2. **History:** The City and AFC entered into this agreement on 4/26/21 to provide assistance to those contacted by City staff who are in need of homeless services, chemical dependency counseling or ongoing case support. The AFC is available 7 days a week to assist City staff in these areas. The AFC receives \$50,000 per year and provide regular reports to the City tracking their case loads.
3. **Key Terms:**
 - Extends the term for one year through 4/26/2023.

Budget Impact:

Consultant	Anacortes Family Center
Original Agreement Amount	\$50,000.00
Current Agreement Amount	\$50,000.00
Change Per this Modification	\$50,000.00
Total After Modification	\$100,000.00
BARS #	001.310.521.10.41
Budget Amendment Required?	No

Start Date	4/26/21
End Date	4/26/23

Previous Action: The original [contract](#) was approved by City Council at the [3/22/21](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a modification to contract 21-061-IDS-001 with Anacortes Family Center to extend the term for one year, which increases the total contract price to \$100,000.00.

Alternative Actions: Not approve the contract modification.

Attachments (listed in order presented):

1. 21-061-IDS-001 Mod 01



**Contract Number 21-061-IDS-001
MODIFICATION 01**

Date July 18, 2022
Page 1 of 1 Page

Contract Title Social Worker Agreement

Vendor Anacortes Family Center

BACKGROUND

This modification extends the period of performance to reflect the desire of the Parties to continue the Social Worker program for an additional year.

Accordingly, the following change is incorporated under this contract:

Article 2. Term: Delete in its entirety and insert the following:

“The term of this Agreement is from full contract execution through April 26, 2023.”

All other terms of the contract remain unchanged.

CITY OF ANACORTES

ANACORTES FAMILY CENTER

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

Original Agreement Amount	<u>\$50,000.00</u>	Original Contract Completion Date	<u>4/26/22</u>
Current Agreement Amount	<u>\$50,000.00</u>	Current Contract Completion Date	<u>4/26/22</u>
Change Per this Modification	<u>\$50,000.00</u>	Net Change	<u>365 Days</u>
Total After Modification	<u>\$100,000.00</u>	Contract Completion Date After Change	<u>4/26/23</u>



City Council Agenda Bill

Meeting Date: July 18, 2022

Agenda Item: 7.a.

Agenda Item Title: Ordinance 4023: Amendment to AMC Chapter 18.30 Illicit Discharge and Connections to the Stormwater Drainage System and AMC Chapter 19.12 Definitions and Interpretation

Staff Contact(s): DIANE HENNEBERT

Approved for Submittal to Council by **Action Type**

DIANE HENNEBERT

Ordinance

BRIAN MCDANIEL

SHELLY JENSEN

STEVE HOGLUND

DARCY SWETNAM

Item Summary: As a requirement of the City's Western Washington Phase II Municipal Stormwater Permit from the Washington State Department of Ecology, the City is required to adopt a Source Control Program for certain existing and future commercial facilities by August 1, 2022.

This ordinance makes changes to AMC Chapter 18.30 Illicit Discharge and Connections to the Stormwater Drainage System to codify the Source Control Program and AMC Chapter 19.12 Definitions and Interpretation to add and clarify certain stormwater definitions.

Budget Impact:

Approximately \$40,000 annually.

Previous Action: On [June 6, 2022](#) City Council approved [Ordinance 4022](#) adopting the Stormwater Management Manual for Western Washington.

On [July 5, 2022](#) the City Council heard the first reading of the proposed Ordinance.

Recommended Motion: I move to approve Ordinance 4023 as presented.

Alternative Actions: Revise ordinance as needed.

Attachments (listed in order presented):

1. Ordinance #4023

**City of Anacortes
Ordinance No. 4023**

An Ordinance of the City of Anacortes, Washington, amending Chapters 18.30 and 19.12 of the Anacortes Municipal Code regarding Illicit Discharges and Connections to the Stormwater Drainage System and Definitions and Interpretation

Whereas the Anacortes Municipal Code regulates Illicit Discharges and Connections to the Stormwater Drainage System at Chapter 18.30 and provides associated definitions and interpretation thereof at Chapter 19.12; and

Whereas Department of Ecology recently released guidance for development of Source Control Programs for Phase II jurisdictions; and

Whereas The City is required to implement a Source Control Program as a requirement of the City's Municipal Phase II Stormwater Permit issued by the Washington State Department of Ecology.

Whereas the City's National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater permit requires maintenance of an inspection inventory of publicly and privately owned institutional, commercial, and industrial businesses/sites, which have the potential to generate pollutants to the storm system; and

Whereas the City desires update Chapter 18.30 AMC to implement an effective and compliant Source Control Program that will educate and provide technical assistance to local businesses, enhancing environmental protection against harmful pollutants being discharged into local waterways through the stormwater system.

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

Section 1. Chapter 18.30 of the Anacortes Municipal Code entitled "Illicit Discharges and Connections to the Stormwater Drainage System" and Chapter 19.12 entitled "Definitions and Interpretation" are revised to read as shown in Attachment A, which is hereby adopted and incorporated herein by reference; and

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 _____, 2022.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Chapter 18.30

ILLICIT DISCHARGES AND CONNECTIONS TO THE STORMWATER DRAINAGE SYTEM

18.30.010 Purpose.

The purpose of this chapter is to protect surface and groundwater quality by controlling the discharge of pollutants and to ensure ongoing compliance with the city's NPDES permit.

18.30.020 Intent.

This chapter is enacted as an exercise of the City's power to protect and preserve the public health, safety, and welfare. Its provisions must be liberally construed to give full effect to the objectives and purposes for which it was enacted. This chapter is not enacted to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefitted by the terms of this chapter.

18.30.030 Applicability.

A. Unless specifically exempted herein, this chapter applies to all discharges that occur in the City limits of Anacortes.

B. This chapter applies to the discharge of contaminants to surface water, stormwater and groundwater as set forth in Section 18.30.040 and requires certain sites and activities to utilize best management practices as set forth in Section 18.30.040E.

~~18.30.020~~40 Definitions.

The definitions in AMC ~~19.05.100~~ 19.12 apply to this chapter and are incorporated by reference.

~~18.30.030~~50 Illicit discharges.

A. *Illicit Discharges Prohibited.*

1. No person may throw, drain, or otherwise discharge, or cause or allow others under its control to throw, drain, or otherwise discharge into the stormwater system any materials other than stormwater.
2. Illicit discharges include, but are not limited to solid waste; yard waste; dirt; sand; gravel, cement; paint products; human and animal waste; soap; detergent; antifreeze, oil, gasoline, grease, and all other automotive and petroleum products; pesticides; herbicides; fertilizers; flammable or explosive materials, metals in excess of naturally occurring amounts, whether in liquid or solid form; chemicals not normally found in uncontaminated water; solvents and degreasers; drain cleaners; commercial and household cleaning materials; acids; alkalis; ink;

steam-cleaning waste; laundry waste; ammonia; chlorine; chlorinated swimming pool or hot tub water; domestic or sanitary sewage; animal carcasses; food and food waste; plaster and dry-wall compound.

B. *Allowable Discharges*. The following types of discharges are not illicit discharges for the purpose of this Chapter unless the Director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater:

1. Diverted stream flows.
2. Rising groundwater.
3. Uncontaminated groundwater infiltration as defined in 40 CFR 35.2005(20).
4. Uncontaminated pumped groundwater.
5. Foundation drains.
6. Air conditioning condensation.
7. Irrigation water from agricultural sources that is commingled with urban stormwater.
8. Springs.
9. Water from crawl space pumps.
10. Footing drains.
11. Flows from riparian habitats and wetlands.
12. Discharges from emergency firefighting activities.

C. *Conditionally Allowed Discharges*. The following types of discharges are not illicit discharges for the purposes of this chapter if they meet the stated conditions, unless the director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater:

1. Potable water, including water from water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges must be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted, if necessary and in volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system.
2. Lawn watering and other irrigation runoff are permitted but must be minimized.
3. *Dechlorinated swimming pool discharges*. These discharges must be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted, if necessary and in volumes and velocities controlled to prevent resuspension of sediments in the stormwater system. Discharges must be thermally controlled to prevent an increase in temperature of the receiving water.

4. Street and sidewalk wash water, water to control dust, and routine external building wash down that does not use detergents are permitted if the amount of street wash and dust control water is minimized. At active construction sites, street sweeping must be performed prior to washing the street.

5. Other non-stormwater discharges that are in compliance with the requirements of a stormwater pollution prevention plan (SWPPP) reviewed and approved by the City which addresses control of such discharges by applying AKART to prevent pollutants from entering surface or groundwater.

D. Exemptions.

1. The following discharges are exempt from the provisions of this section:

- a. the regulated effluent from any commercial or municipal facility holding a valid State or Federal wastewater discharge permit or NPDES stormwater permit;
- b. acts of God or nature not compounded by human negligence;
- c. properly operating on-site domestic sewage systems.

2. A person does not commit an illicit discharge if:

- a. that person has properly designed, constructed, implemented and is maintaining BMPs and is carrying out AKART, even if pollutants continue to enter surface and stormwater or groundwater; or
- b. that person can demonstrate that there are no additional pollutants being discharged from the site above the background conditions of the water entering the site.

E. Best Management Practices (BMPs).

1. Compliance with this Chapter must be achieved through the use of best management practices described in the Stormwater Management Manual or as described below.

2. BMPs must be applied to any business or residential activity that might result in illicit discharges. Any person storing or using materials containing contaminants in any manner that may result in a prohibited discharge must implement the source control BMPs described in the stormwater management manual. Any person operating a facility or performing an activity described in the stormwater management manual or the City's NPDES permit must implement the source control BMPs described therein for the facility or activity. Full implementation of the source control BMPs described in the stormwater management manual constitutes the minimum required actions an owner, occupant or operator of real property must take toward preventing prohibited discharges from the real property. Full implementation of the BMPs required by this section does not exempt a person from also complying with any other requirement of this chapter. In applying the stormwater management manual, the director must first require the implementation of source control BMPs. If these are not sufficient to prevent pollutants from entering stormwater, the director may require implementation of treatment BMPs as set forth in

AKART. Full implementation of all stormwater BMPs required by an NPDES industrial stormwater permit or State Waste Discharge Permit constitutes compliance with this section.

18.30.040~~60~~ Illicit connections and uses.

- A. No person may make, allow, use, or allow the continued existence of any connection to the stormwater system that could result in an illicit discharge.
- B. Connections to the stormwater drainage system from the interiors of structures are prohibited.
- C. Connections to the stormwater drainage system for any purpose other than to convey stormwater or groundwater are prohibited and must be eliminated.

18.30.070 Inspections.

A. The City must inspect facilities that perform activities that might result in prohibited discharges as specified in the stormwater management manual and the City's NPDES Permit.

B. The City may enter onto and inspect properties or facilities to determine compliance with this chapter if (1) the City has the right to enter onto the property or facility for purposes of inspection pursuant to an easement, covenant, license, search warrant or other instrument, or (2) the owner, occupant or operator of the property, or another person having apparent control or authority over the property, grants the City permission to enter and perform an inspection.

C. Whenever there is cause to believe that a violation of this chapter has been or is being committed, the City may inspect per AMC Title 20, Civil Enforcement and Penalties.

18.30.050~~80~~ Violations.

- A. A violation of this chapter is a class 1 civil infraction for each day it continues.
- B. The director may impose a civil penalty of up to one thousand dollars per day per violation.
- C. To abate a violation, the director may:
 - 1. require implementation of stormwater BMPs described in the Stormwater Management Manual or AKART BMPs described in RCW 90.48.010 and 90.48.520.
 - 2. require the violator to sample and analyze any discharge, surface and stormwater, groundwater, or sediment, in accordance with the sampling and analytical procedures and requirements determined by the director, and provide that analysis to the director.
 - 3. make inspections as required to determine compliance, including observation of BMPs or sampling surface and stormwater or groundwater as often as may be necessary.
- D. The city attorney is authorized to take other actions, including actions for injunctive or other relief, to enforce the provisions of this chapter.

18.30.90 Liability.

A. Nothing contained in this chapter is intended to be nor may be construed to create or form the basis for any liability on the part of the city, or its officers, employees or agents, for any injury or damage resulting from the failure of an owner of property or land to comply with the provisions of this chapter, or by reason or in consequence of any inspection, notice, order, certificate, permission or approval authorized or issued or done in connection with the implementation or enforcement of this chapter, or by reason of any action or inaction on the part of the city related in any manner to the enforcement of this chapter by its officers, employees or agents.

B. Any city employee charged with the enforcement of this chapter, acting in good faith and without malice on behalf of the city in the discharge of his/her duties, may not be personally liable for any damage that may accrue to persons or property as a result of any act required or by reason of any act or omission in the discharge of his/her duties. The City will defend any suit brought against an employee because of any act or omission performed by the employee in the enforcement of any provision of this chapter.

Chapter 19.12

DEFINITIONS AND INTERPRETATION

The following definitions are added to AMC 19.20.020.

19.12.020 Definitions.

G. G Definitions.

“Groundwater” means water in a saturated zone or stratum beneath the land surface or a surface waterbody.

I. I Definitions.

“Illicit discharge” means any discharge to the stormwater system that is not composed entirely of stormwater or of “allowable discharges” as adopted in AMC 18.30.050.

N. N Definitions.

“National Pollutant Discharge Elimination System (NPDES)” means the part of the federal Clean Water Act that requires point source dischargers to obtain permits. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington State Department of Ecology.

O. O Definitions.

“Operational source control BMP” means a schedule of activities, prohibition of practices, and other managerial practices to prevent or reduce pollutants from entering stormwater.

R. R Definitions.

“Receiving waters” means bodies of water or surface water systems to which surface runoff is discharged via a point source of stormwater or via sheet flow. Groundwater to which surface runoff is directed by infiltration.

S. S Definitions.

“Source control BMP” means a structure or operation intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants.

“Stormwater” means that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes and other features of a stormwater drainage system into a defined surface waterbody, or a constructed infiltration facility.

“Structural source control BMP” means a physical, structural, or mechanical device or facility that is intended to prevent pollutants from entering stormwater.

T. T Definitions.

“Treatment BMP” means a best management practice that is intended to remove pollutants from stormwater.



City Council Agenda Bill

Meeting Date: July 18, 2022

Agenda Item: 7.b.

Agenda Item Title: Contract Modification – WWTP Outfall Project #20-032-SEW-001

Staff Contact(s): TIM HOHMANN, BRIAN MCDANIEL

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Modification

Item Summary: City staff seeks Council consent to issue a contract modification to Dalton, Olmsted & Fuglevand, Inc. in the amount of \$616,000.00, increasing the total contract price to \$1,440,240.00, to provide ongoing Construction Management, Environmental Support and Sediment Sampling services to the City for the WWTP Outfall Project thru December 31, 2022, the anticipated completion of construction.

Background:

1. **History:** The City is proceeding with the design and construction of a new wastewater treatment plant outfall and improvements to replace aging infrastructure. The new outfall pipe will also increase discharge of treated sewage to the new outfall. This amendment to the scope of services covers construction management and environmental monitoring and design coordination services for the marine phase.
2. **Reason for Contract Change:** This modification provides for the addition of scope and budget to Task 1 due to rejection of bidders and redesign efforts for Upland phase and authorization begin Tasks 6, 7 and 8 not previously authorized for Environmental Technical Support, Design Coordination & Construction Management Services for the WWTP Outfall Project
3. **Key Terms:**
 - Work will be performed on a time and materials basis not-to-exceed \$1,440,240.00.
 - No change in period of performance.
4. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Budget Impact:

Consultant	Dalton, Olmsted & Fuglevand, Inc.
Original Agreement Amount	\$30,000.00
Modification 1 approved 10/26/20	\$110,000.00
Modification 2 approved 3/1/21	\$222,240.00
Modification 3 approved 9/27/21	\$462,000.00
Current Agreement Amount	\$824,240.00
Change Per this Modification	\$616,000.00
Total After Modification	\$1,440,240.00
Earmarked Funds	\$19,500,000.00
BARS #	440.000.594.35.63
Paid on Contract as of 7/11/22	\$751,923.67
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/22

Previous Action: [Modification 01](#) was approved by City Council at the [10/26/20](#) meeting. [Modification 02](#) was approved by City Council at the [3/1/21](#) meeting. [Modification 03](#) was approved by City Council at the [9/27/21](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a modification to contract 20-032-SEW-001 with Dalton, Olmsted & Fuglevand, Inc. in the amount of \$616,000.00, increasing the total contract price to \$1,440,240.00

Alternative Actions: Not approve the modification.

Attachments (listed in order presented):

1. 20-032-SEW-001 Mod 04



**Contract Number 20-032-SEW-001
MODIFICATION 04**

Date July 18, 2022
Page 1 of 1 Page

Project Title WWTP Outfall Pre-Design
Prime Contractor Dalton, Olmsted & Fuglevand, Inc.

BACKGROUND

This modification increases the scope of work to include additional environmental consulting services and construction management services during the WWTP Outfall Project. The contract price will increase from \$824,240.00 by \$616,000.00 to \$1,440,240.00.

Accordingly, the following changes are incorporated under this contract:

Article 1. Scope of Work: Insert the following fifth paragraph under Article 1:

“In addition to the services described above, the Consultant shall perform additional scope and budget under Task 1 due to the rejection of bidders and redesign efforts for Upland phase, and begin Tasks 6, 7 and 8 for Environmental Technical Support, Design Coordination & Construction Management Services for the WWTP Outfall Project. Work is detailed in the attached Exhibit E, an Exhibit under Modification 04 which is hereby incorporated by reference and made a part hereof.”

Article 2. Price and Payment Terms: Delete the first sentence in its entirety and insert the following:

“The services provided under this Agreement shall be on a time and materials basis not-to-exceed **One Million Four Hundred Forty Thousand Two Hundred Forty Dollars (\$1,440,240.00).**”

All other terms of the contract remain unchanged.

CITY OF ANACORTES

DALTON, OLMSTED & FUGLEVAND, INC.

By _____
Matt Miller, Mayor

By _____

Date _____

Date _____

Original Agreement Amount	<u>\$30,000.00</u>	Original Contract Completion Date	<u>12/31/22</u>
Current Agreement Amount	<u>\$824,240.00</u>	Current Contract Completion Date	<u>12/31/22</u>
Change Per this Modification	<u>\$616,000.00</u>	Net Change	<u>0 Days</u>
Total After Modification	<u>\$1,440,240.00</u>	Contract Completion Date After Change	<u>12/31/22</u>



June 15, 2022

Tim Hohmann
City of Anacortes
Anacortes, Washington 98221

Via email: timh@cityofanacortes.org

Re: Proposal for Ongoing Environmental Technical Support, Design Coordination & Construction Management Services – May 2022 thru December 31, 2022 (Marine Outfall Construction, End of U Avenue Construction, Upland Phase Pre-Construction Support)
Proposed WWTP Outfall for City of Anacortes

Tim,

This is our proposal to provide ongoing services to the City of Anacortes for the proposed wastewater treatment plant (WWTP) outfall to Puget Sound. This proposal is based on our conversations with you, Fred Buckenmeyer and our ongoing work efforts.

This work would be performed under our existing agreement with the City of Anacortes, Agreement 20-032-SEW-001, and executed 4/16/2020, Period of Performance thru December 31, 2022.

This proposal covers the period June 2022 thru December 2022, the anticipated completion of construction for the marine portion of the outfall.

OBJECTIVE

Provide ongoing environmental consulting services including serving as “Construction Manager” during permitting and design phases of a new marine outfall for the City of Anacortes WWTP.

Provide onsite, full time Construction Management services during both the marine outfall construction providing the City with a single point of contact for all construction activities.

BACKGROUND

The preferred alignment of the new WWTP outfall extends offshore through part of the Anacortes Port Log Yard currently under a State of Washington Department of Ecology (Ecology) Agreed Order (AO) with the Port of Anacortes (No. DE 10630). Test results of marine sediment with wood waste indicate toxicity to benthic organisms and Ecology

has determined that a “release” or “threatened release” of “hazardous substance(s)” has occurred at the Site.

Planning, permitting, design, and construction of an outfall along the proposed alignment will be complicated by and possibly delayed due to the technical and regulatory issues associated with the wood waste. Trenching through wood waste to install the outfall could require remediation dredging methods beyond the capabilities of conventional contractors, and Ecology oversight and environmental monitoring may be required during construction.

As part of our work to date on the project, DOF has worked with the Department of Ecology Toxics Control Program to develop a project Dredge Plan and Pre/Post Perimeter Monitoring Plan to address issues related to the Log Yard Wood Waste and chemicals of concern. This proposal includes the implementation of sediment sampling as required by those plans.

Our Construction Management services will be provided primarily by Rob Webb, P.E. (Sr. Consultant 2), Rich May, P.E. (Consultant 1) and Dan Pickering, P.E. (Project 3) with support by our staff for sediment sampling and field engineering.

CONSULTANT SERVICES

The following major tasks are identified for the work.

Task 1 – Pre-Construction Upland Phase - Ongoing Construction Management Services during Design, Permitting and Contractor Selection, Project Management and Technical Support June 2022 - April 15, 2023 (10.5 months)

Ongoing task, we request budget modification as shown below.

1. Serve as City of Anacortes “Construction Manager”, working with the Design and Permitting team during the design phase. In this role, Rob Webb P.E. would report directly to Tim Hohman, City of Anacortes Engineering Services Manager and would work as the City’s representative to the design team on technical (non-financial) matters.
2. Review documents prepared by the design and permitting team and provide comments.
3. Review environmental documents relating to the project including sediment characteristics, bathymetry, aquatic resources, outfall configuration concepts, hydrodynamic data, and agency agreements. Review documents prepared by Port of Anacortes for the Site as available.
 - a. Coordinate with various parties including Port of Anacortes, Port’s Consultant (GeoEngineers – John Herzog), the Dredge Material Management Office (DMMO) and the Washington State Department of

Ecology (DOE) regarding outfall construction activities and related sediment impacts.

4. Participate in project meetings with City and the design and permitting team to support the City's outfall project.
5. Revise previously prepared detailed, bottom-up Engineers Estimate for upland outfall construction based on local prevailing wages and DOF's experience working with local contractors.
6. Assist the City in re-bidding for Contractor Selection for the upland outfall construction.
7. Assist in Washington Department of Natural Resources (DNR) easement for outfall.
8. Includes support from Bayview Consulting (Fred Buckenmeyer).

Deliverables:

1. As required to provide technical support as described above.
2. Agendas and meeting notes for weekly design team meetings documenting current project status, planned activities and identifying critical path items.

Budget Modification: Level of Effort

1. *Rob Webb*
 - a. *6 hours per week during June thru December 2022*
2. *Support Staff*
 - a. *6 hours per week during June thru December 2022*

Task 2 - CQAP for Marine Construction

Ongoing Task, no modification requested.

Task 3 - CQAP for Upland Construction

Ongoing Task, no modification requested.

**Task 4 - Pre-Construction Sub Surface Confirmation Sediment –
Field Sampling (Task 4A) and Report Preparation (Task 4B)**

Ongoing Task, no modification requested.

Task 5 - Construction Management Services During Upland Outfall Construction

No modification requested; Upland contract not yet issued. Authorize this task at future date concurrent with upland contract award and contractor's schedule.

Serve as City of Anacortes "Construction Manager", working with the Construction team, to construct outfall in 2022 as practicable, in accordance with all approved project plans, contracts, and permits. In this role, Rob Webb would report directly to Tim Hohmann and would work as the City's representative to the construction team on technical (non-financial) matters.

1. Pre-mobilization support including review and management of Contractor submittals.
2. Provide daily onsite CM representation for marine outfall construction, 10 hours per day, 5 days per week), Rob Webb onsite 1 day per week (average).
3. Coordinate materials testing (gradation, compaction, material type) for upland outfall construction as required by project specifications. As the exact scope of this cannot be determined until contracting and construction based on contractor's schedule, we have included an allowance in the Cost Estimate for these services.
4. Perform quality assurance work as required by Department of Ecology approved CQAP for upland construction.
5. Prepare detailed daily reports of construction activities including details on weather, crews and equipment on site, materials imported, materials exported, work performed, any issues encountered and photos of the day's activities.

**Task 6 - Pre-Construction Surface Confirmation Sediment –
Field Sampling (Task 6A) and Report Preparation (Task 6B)**

We request that this task be authorized.

Perform pre-construction surface sediment sampling in accordance with Ecology approved Pre and Post Outfall Construction Perimeter Sediment Monitoring Plan, City of Anacortes Wastewater Treatment Plant Outfall, Guemes Channel, Anacortes, WA. Dated June 16, 2021

We will then prepare a Pre-Construction surface Sampling Report in accordance with Ecology approved Pre and Post Outfall Construction Perimeter Sediment Monitoring Plan, City of Anacortes Wastewater Treatment Plant Outfall, Guemes Channel, Anacortes, WA. Dated June 16, 2021. Input data to Ecology EIM system.

Deliverables:

1. Draft Pre-Construction surface Sampling Report for Ecology review.
2. Response to comments.
3. Final Pre-Construction surface Sampling Report incorporating Ecology comments as appropriate.

Task 7 - Construction Management Services During Marine Outfall Construction

We request that this task be authorized.

Serve as City of Anacortes “Construction Manager”, working with the Construction team, to construct outfall in 2022 as practicable, in accordance with all approved project plans, contracts, and permits. In this role, Rob Webb would report directly to Tim Hohmann, the City of Anacortes Engineering Services Manager, and would work as the City’s representative to the construction team on technical (non-financial) matters.

1. Review Contractor submittals.
2. Provide pre-mobilization support including submittal and RFI management.
3. Provide daily onsite CM representation for marine outfall construction, 10 hours per day, 5 days per week), Rob Webb onsite 1 day per week (average).
6. Coordinate materials testing (gradation, compaction, material type) for marine outfall construction as required by project specifications. As the exact scope of this cannot be determined until contracting and construction based on contractor’s schedule, we have included an allowance in the Cost Estimate for these services.
4. Perform quality assurance work as required by Department of Ecology approved CQAP for marine construction.
5. Prepare detailed daily reports of construction activities including details on weather, crews and equipment on site, materials imported, materials exported, work performed, any issues encountered and photos of the day’s activities.
6. Includes support from Bayview Consulting (Fred Buckenmeyer).

Task 8 - Post-Construction Surface Sediment – Field Sampling (Task 8A) and Report Preparation (Task 8B)

We request that this task be authorized.

Perform post-construction surface sediment sampling in accordance with Ecology approved Pre and Post Outfall Construction Perimeter Sediment Monitoring Plan, City of Anacortes Wastewater Treatment Plant Outfall, Guemes Channel, Anacortes, WA. Dated June 16, 2021.

We will then prepare a post-Construction surface Sampling Report in accordance with Ecology approved Pre and Post Outfall Construction Perimeter Sediment Monitoring Plan, City of Anacortes Wastewater Treatment Plant Outfall, Guemes Channel, Anacortes, WA. Dated June 16, 2021. Input data to Ecology EIM system.

Deliverables:

1. Draft Post-Construction Subsurface Sampling Report for Ecology review.
2. Response to comments.
3. Final Post-Construction Subsurface Sampling Report incorporating Ecology comments as appropriate.

SCHEDULE

Our services are ongoing and would extend through completion of construction of the new outfall and any related reporting, currently estimated to be December 31, 2022.

The anticipated period for each Task is shown below.

Task	Description	Anticipated Timeframe
1	Ongoing Construction Management Services during Design, Permitting and Contractor Selection, Project Management and Technical Support, Re-bid of upland phase. Contractor outreach prior to bidding.	June 2022 thru December 2022 (5 Months)
2	Prepare CQAP for Marine Construction	2022 - ongoing
3	Prepare CQAP for Upland Construction	2022 - ongoing
4	Pre-Construction Sub Surface Confirmation Sediment – Field Sampling (Task 4A) and Report Preparation (Task 4B)	Completed
5	Construction management Services During Upland Outfall Construction	TBD
6	Pre-Construction Surface Confirmation Sediment – Field Sampling (Task 6A) and Report Preparation (Task 6B)	2022 – prior to outfall construction
7	Construction management Services During Marine Outfall Construction	Thru end 2022
8	Post-Construction Surface Sediment – Field Sampling (Task 8A) and Report Preparation (Task 8B)	Late 2022 – after outfall construction

BUDGET Modification

We have prepared the attached Cost Estimate based on our current understanding of the project, the project schedule and DOF's role as requested by the City of Anacortes.

The estimate is based on work planned thru December 31, 2022. This would be adjusted as appropriate based on Contractors actual schedules and construction durations.

Task	Description	Estimated Cost (Rounded to nearest \$1,000)
1	Ongoing Construction Management Services during Design, Permitting and Contractor	\$101,000

	Selection, Project Management and Technical Support	
2	Complete CQAP for Marine Construction	Ongoing - No change requested
3	Prepare CQAP for Upland Construction	Ongoing - No change requested
4	Pre-Construction Sub Surface Confirmation Sediment – Field Sampling (Task 4A) and Report Preparation (Task 4B)	Ongoing - No change requested
5	Construction management Services During Upland Outfall Construction	TBD pending Contractor schedule
6	Pre-Construction Surface Confirmation Sediment – Field Sampling (Task 6A) and Report Preparation (Task 6B)	\$98,000
7	Construction management Services During Marine Outfall Construction	\$391,000
8	Post-Construction Surface Sediment – Field Sampling (Task 8A) and Report Preparation (Task 8B)	\$91,000
<i>Estimated Total – Requested authorization this proposal</i>		<i>\$616,000</i>

Our charges will be on a time and materials basis in accordance with attached rate schedule.

Should it become apparent that we will expend the existing budget based on City requests, or that project requirements have changed we will notify you and request review and consideration of approval for added costs.

Terms and Conditions

This proposal has been prepared with the understanding that the terms under which we would perform our services would be those in our existing agreement with the City of Anacortes, Agreement 20-032-SEW-001, and executed 4/16/2020, Period of Performance thru December 31, 2022. Any modification to those terms would first need to be mutually agreed to in writing.

Please call should you wish to discuss the scope of work, estimated budget or if you have any questions.

Sincerely,
Dalton, Olmsted & Fuglevand, Inc.



Rob Webb, President

Attachments:

- Rate Schedule
- Cost Estimate

RATE SCHEDULE - Dalton, Olmsted & Fuglevand, Inc.

LABOR

Category	Hourly 2022
Sr. Consultant 3	\$260.00
Sr. Consultant 2	\$230.00
Sr. Consultant 1	\$215.00
Consultant 3	\$190.00
Consultant 2	\$180.00
Consultant 1	\$175.00
Project 3	\$165.00
Project 2	\$160.00
Project 1	\$150.00
Staff 3	\$140.00
Staff 2	\$135.00
Staff 1	\$125.00
Over-Water Premium	\$10.00

Hourly rate for the identified individual staff members will apply while the staff person is working in the designated Category. Staff promoted to a new Category will be billed out at the rate associated with the new Category. New staff will be billed at the stated rate for their assigned Category. Rates are adjusted each January 1.

EXPENSES

Category	Description	Rate
1. DOF Equipment		Attached
2. Pre-approved Travel and Out-of-Pocket Expenses	a. Mileage Per Current IRS b. Parking, lodging, meals c. Out-of-Pocket expenses d. Airfare, Vehicle Rental, and other travel	a. Thru 7/1/2022 = \$0.56/mile, after 7/1/2022=\$0.625 b. Cost c. Cost d. Cost
3. Specific Services	a. Analytical Laboratory b. Subconsultants c. Material Purchases	a. Cost plus 8% b. Cost plus 8% c. Cost plus 8%

DOF EQUIPMENT RATE SCHEDULE

DESCRIPTION	RATE
DOF Pickup Truck - day	\$125.00
Field Computer - day	\$35.00
Field Meter, QRAEII CGI - day	\$80.00
Field Meter, MiniRAE PID - day	\$95.00
Field Meter, Magnehelic Gauges - day	\$10.00
Field Meter, Metal detector - day	\$30.00
Field Meter, Dissolved O2 (200 foot) - day	\$100.00
Field Meter, O/W Interface Probe - day	\$75.00
Field Meter, Turbidity - day	\$40.00
Field Test, alkalinity - ea	\$10.00
Field Test, ferrous iron -ea	\$10.00
Generator - day	\$60.00
GPS, Trimble GeoXH System - day	\$195.00
Padlocks - ea	\$10.00
PPE, Basic Consumables - person per day	\$10.00
PPE, Disposable Tyvek Suits - ea.	\$7.00
Remote access video camera - day	\$25.00
Sediment Sampler, Core Tubes -ea	job quote
Sediment Sampler, Hand Core - day	\$100.00
Sediment Sampler, Petite Ponar	\$25.00
Strap-on Flow Meter w/ Pressure Transducer	\$100.00
Well Sampling, Bailers, Disposable - ea.	\$10.00
Well Sampling, Basic Equipment - day	\$30.00
Well Sampling, Grunfos Pumpw/ line - day	\$295.00
Well Sampling, Metals Filter & Fittings - ea.	\$20.00
Well Sampling, Peristaltic Pump - day	\$50.00
Well Sampling, Purging pump, 12V - day	\$50.00
WQM, YSI 556 Conductivity/pH/O2 Meters - day	\$100.00
WQM, YSI 650/6000 Water Quality Meter -day	\$150.00

(1) Rates are portal to portal

(2) Rates do not include consumables, which will be invoiced separately

			MOD to ongoing Task 1		No Change to Existing Tasks											
Prepared For:			Task 1		Task 2		Task 3		Task 4A		TASK 4B		TASK 5			
City of Anacortes - WWTP Outfall Construction Construction Management Services June 2022 to December 2022			June 1 - December 31, 2022 (7 months)		CQAP for Marine Construction		CQAP for Upland Construction		Pre-Construction Sub Surface Confirmation Sediment - Field Sampling		Pre Construction Sub-Surface Confirmation Sediment - Analysis and Reporting		Construction Management Services During Upland Outfall Construction		Pre-Co F	
			Coordinate Design Team, Review Design Deliverables, Manage RFP and proposal review process, coordinate with Contractors, provide input on technical issues, participate in public outreach, DNR Easement, Port access		Prepare Department of Ecology required Construction Quality Assurance Plan (CQAP) for marine portion of outfall construction.		Prepare Department of Ecology required Construction Quality Assurance Plan (CQAP) for upland portion of outfall construction.		Perform pre-construction sub surface sediment sampling in accordance with Ecology approved Dredge Plan		Prepare Pre-Construction subsurface Sampling Report in accordance with Ecology approved Dredge Plan. Input data to Ecology EIM system.		DOF Senior Construction engineer onsite full time, 6d/wk., 10/hr./day. RW 10 hours per week Site/Office Support 10 hrs./week. Materials Testing Sub		Perform sediment : Ecology Const	
Prepared by: R. Webb	Date: 6/1/2022		UNITS	\$\$\$					UNITS	\$\$\$	UNITS	\$\$\$	UNITS	\$\$\$	UNITS	
LABOR CATEGORY	NAME	UNIT RATE														
Sr. Consultant 3	PF	\$260														
Sr. Consultant 2	RW	\$230	182	\$41,860												8
Consultant 3	TG	\$190														
Consultant 2	MO/NC	\$180														8
Consultant 1	RM/DC/TD	\$175	91	\$15,925												
Project 3	LB/CL/DP	\$165	91	\$15,015												42
Project 2	EB	\$160														42
Staff 1		\$125														
overwater premium	10% of marine site hours	\$10														
TOTAL LABOR COST			364	\$72,800												100
Materials Testing																
Marine Sampling - Vessel, Capt., deck hand, sampling equipment																
Drill Rig and Barge																
Lab Analysis (Chemistry - ARI)																
Bayview Consulting				\$25,000												
Data Validation (DEQ required for all sediment data)																
TOTAL SUBCONTRACTOR				\$25,000												
TRAVEL																
MILEAGE				\$0.555												690
DOF truck			10	\$1,250												
MISC. TRAVEL (gas, parking, tolls)																
LODGING -				\$175												9
MEALS & I EXPENSE				\$60												9
Other Expenses																
TOTAL TRAVEL COSTS				\$1,250												
OTHER DIRECT COSTS																
COMMUNICATION																
SHIPPING / POSTAGE																
COMPUTER TIME																
GIS / CAD COMPUTER TIME																
REPRODUCTION																
MISC. EQUIP. & SUPPLIES				\$500.00												1
TOTAL OTHER DIRECT COSTS																
TOTAL ESTIMATED COST				\$99,050												
FEE ON EXPENSES (Excluding Travel)			8.0%	\$2,000												
GRAND TOTAL				\$101,050												
Confidential								7/7/2022								

New Task - Authorization Requested			New Task - Authorization Requested		New Task - Authorization Requested						
TASK 6A	TASK 6B		TASK 7		TASK 8A		TASK 8B		TOTAL		
Construction Surface Sediment - Field Sampling	Pre Construction Surface Sediment - Analysis and Reporting		Construction Management Services During Marine Outfall Construction		Post-Construction Surface Sediment - Field Sampling		Post Construction Surface Sediment - Analysis and Reporting				
1 pre-construction surface sediment sampling in accordance with Ecology approved Pre & Post Construction Monitoring Plan.	Prepare Pre-Construction Sampling Report in accordance with Ecology approved Pre-Post Construction Monitoring Plan. Input data to Ecology EIM system.		DOF Senior Construction engineer onsite full time, 5d/wk., 10/hr./day. RW 10 hours per week Site/Office Support 10 hrs./week. Materials Testing Sub		Perform post-construction surface sediment sampling in accordance with Ecology approved Pre & Post Construction Monitoring Plan		Prepare post-construction surface sediment sampling report in accordance with Ecology approved Pre-Post Construction Monitoring Plan. Input data to Ecology EIM system.				
\$\$\$	UNITS	\$\$\$	UNITS	\$\$\$	UNITS	\$\$\$	UNITS	\$\$\$	UNITS	\$\$\$	
1,840	10	2,300	303	\$69,767	8	\$1,840	10	\$2,300	521	\$119,907	
1,440	6	1,080			8	\$1,440	8	\$1,440	30	\$5,400	
			542	\$94,792					633	\$110,717	
6,930	12	1,980	672	\$110,825	42	\$6,930	12	\$1,980	871	\$143,660	
6,720	60	9,600			42	\$6,720	60	\$9,600	204	\$32,640	
	20	2,500	217	\$27,083			20	\$2,500	257	\$32,083	
			121	\$1,213					121	\$1,213	
\$16,930	108	\$17,460	1855	\$303,680	100	\$16,930	110	\$17,820	2637	\$445,620	
				\$10,000						\$10,000	
\$20,000						\$18,000				\$38,000	
\$24,000						\$19,200				\$43,200	
				\$35,000							
		\$12,000						\$12,000		\$24,000	
\$44,000		\$12,000		\$45,000		\$37,200		\$12,000		\$115,200	
\$383			4983	\$2,766	690	\$383			6363	\$3,532	
			22	\$2,708					32	\$3,958	
\$1,575			130	\$22,750	9	\$1,575			148	\$25,900	
\$540			130	\$7,800	9	\$540			148	\$8,880	
\$2,498				\$36,024		\$2,498				\$42,270	
500			5	\$2,500	1	\$500			7	\$3,500	
\$500				\$2,500		\$500				\$3,500	
\$63,928		\$29,460		\$387,204		\$57,128		\$29,820		\$606,590	
\$3,560		\$960		\$3,800		\$3,016		\$960		\$9,496	
\$67,488		\$30,420		\$391,004		\$60,144		\$30,780		\$616,086	
\$97,908						\$90,924					



City Council Agenda Bill

Meeting Date: July 18, 2022

Agenda Item: 7.c.

Agenda Item Title: Resolution 3093: A resolution authorizing the signature and execution of a Collective Bargaining Agreement between the City of Anacortes and the Commissioned Anacortes Police Services Guild.

Staff Contact(s): Emily Schuh

Approved for Submittal to Council by **Action Type**
GREG FRANCIOCH Resolution

Item Summary: The City and the Union engaged in negotiation and mediation for the successor collective bargaining agreement. This collective bargaining agreement will remain in effect from July 1, 2022 to December 31, 2024.

Budget Impact:

The cumulative cost of the three-year collective bargaining agreement is \$993,618.77.

Tentative Agreement						
Cumulative Costs	2022	2023		2024		Total
Salaries (COLAs & step increases)	Jul-2022	Jan-2023	Jul-2023	Jan-2024	Jul-2024	
7/1/2022 (5.0%) Officer	\$40,815.68	\$40,815.68		\$40,815.68		\$122,447.04
7/1/2022 (5.0%) Sergeant	\$10,384.16	\$10,384.16		\$10,384.16		\$31,152.49
1/1/2023 (2.0%) Officer		\$132,279.30		\$132,279.30		\$264,558.60
1/1/2023 (2.0%) Sergeant		\$35,725.20		\$35,725.20		\$71,450.39
7/1/2023 (2.0%) Officer			\$36,114.51		\$36,114.51	\$72,229.02
7/1/2023 (2.0%) Sergeant			\$9,229.52		\$9,229.52	\$18,459.04
1/1/2024 (2.0%) Officer				\$58,748.80		\$58,748.80
1/1/2024 (2.0%) Sergeant				\$9,414.08		\$9,414.08
7/1/2024 (2.0%) Officer					\$38,011.70	\$38,011.70
7/1/2024 (2.0%) Sergeant					\$9,602.40	\$9,602.40
Specialty Pay (new money only)	\$16,205.05	\$8,767.38	\$8,942.72	\$9,169.45	\$9,352.84	\$52,437.44
Education Incentive 2022: 3% 2024: 4% (new money only)	\$15,060.07	\$8,117.44	\$8,279.79	\$16,986.51	\$17,326.24	\$65,770.06
Longevity (2022 increase & 2024 increase)	\$27,981.17	\$15,596.89	\$15,908.82	\$23,627.62	\$24,100.17	\$107,214.67
Life Insurance Increase	\$2,566.80	\$1,283.40	\$1,283.40	\$1,283.40	\$1,283.40	\$7,700.40
Short Term Disability Cancellation	-\$226.32	-\$113.16	-\$113.16	-\$113.16	-\$113.16	-\$678.96
Deferred Compensation (new money only)	-\$2,388.37	\$672.24	\$685.68	\$1,028.08	\$1,048.64	\$1,046.28
Juneteenth Holiday Addition (beginning 2023)	\$0.00	\$4,360.00	\$4,447.20	\$4,578.28	\$4,669.84	\$18,055.32
In lieu of retro pay	\$46,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,000.00
Total Cumulative Costs	\$156,398.25	\$257,888.52	\$84,778.49	\$343,927.40	\$150,626.11	\$993,618.77

Previous Action:

Recommended Motion: I make a motion that the City Council adopt Resolution 3093 authorizing the signature and execution of the Collective Bargaining Agreement between the City of Anacortes and the Commissioned Anacortes Police Services Guild.

Alternative Actions: To not approve Resolution 3093.

Attachments (listed in order presented):

1. City Council Presentation
2. Resolution 3093
3. 2022-2024 Commissioned Contract FINAL



COLLECTIVE BARGAINING

July 18, 2022



Collective Bargaining Process

- ***The underlying labor law for most public agencies is the Public Employees Collective Bargaining Act, RCW 41.56.***
- **What does it mean to engage in “collective bargaining”?**
 - When employees form a labor organization, the law imposes mutual obligations on the employer and the union to meet at reasonable times, negotiate in good faith, and execute a written agreement concerning grievance procedures and other personnel matters, including **wages, hours and working conditions**.
 - Neither party is required to agree to a proposal nor required to make a concession, so long as they negotiate in good faith. (See RCW 41.56.030(4).)
- **Examples of mandatory subjects**
 - Base wages, Hours of work, Shift differentials, Severance pay, Work rules, Sick leave, Health Insurance, Overtime, Uniforms, Union security, Transfer rights within the bargaining unit, Disciplinary procedures, Grievance procedures, Seniority, Vacation and other personal leave, Employee benefits

Bargaining Units

- Teamster Local 231
 - Anacortes Police Guild
 - *Commissioned*
 - *Non Commissioned*
 - International Association of Firefighters Local 1537
-
- As part of its legislative authority, City Council has the final role in approving agreements once they are tentatively agreed.
 - Tonight presenting Anacortes Police Services Guild Commissioned Employees collective bargaining agreements for City Council approval

Collective Bargaining Agreement Anacortes Police Services Guild Commissioned Employees

- Collective Bargaining Agreement
 - *3 year agreement effective 7/1/2022 - 12/31/2024*
- 23 Employees
- Budget Impact \$993,619
 - *Accounts for wage increases*
 - *7/1/2022 5.0%*
 - *1/1/2023 2.0%; 7/1/2023 2.0%*
 - *1/1/2024 2.0%; 7/1/2024 2.0%*
 - *Updates wage differential between officer and sergeant*
 - *Addition of Juneteenth holiday*
 - *Change in longevity*
 - *Change in specialty pay incentive premiums*
 - *\$75k life insurance policy*
 - *Removal of short term disability policy*
 - *In lieu of retroactive wages payment*

Collective Bargaining Agreement Anacortes Police Services Guild Commissioned Employees

Tentative Agreement						
Cumulative Costs	2022	2023		2024		
Salaries (COLAs & step increases)	Jul-2022	Jan-2023	Jul-2023	Jan-2024	Jul-2024	Total
7/1/2022 (5.0%) Officer	\$40,815.68	\$40,815.68		\$40,815.68		\$122,447.04
7/1/2022 (5.0%) Sergeant	\$10,384.16	\$10,384.16		\$10,384.16		\$31,152.49
1/1/2023 (2.0%) Officer		\$132,279.30		\$132,279.30		\$264,558.60
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Life Insurance Increase	\$2,566.80	\$1,283.40	\$1,283.40	\$1,283.40	\$1,283.40	\$7,700.40
Short Term Disability Cancellation	-\$226.32	-\$113.16	-\$113.16	-\$113.16	-\$113.16	-\$678.96
Deferred Compensation (new money only)	-\$2,388.37	\$672.24	\$685.68	\$1,028.08	\$1,048.64	\$1,046.28
Juneteenth Holiday Addition (beginning 2023)	\$0.00	\$4,360.00	\$4,447.20	\$4,578.28	\$4,669.84	\$18,055.32
In lieu of retro pay	\$46,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,000.00
Total Cumulative Costs	\$156,398.25	\$257,888.52	\$84,778.49	\$343,927.40	\$150,626.11	\$993,618.77

Collective Bargaining Agreement Anacortes Police Services Guild Commissioned Employees

- City Staff recommends that the Anacortes City Council adopt Resolution 3093 authorizing the signature and execution of the Collective Bargaining Agreement between the City of Anacortes and the Commissioned Anacortes Police Services Guild.

Questions?

RESOLUTION NO. 3093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, authorizing the signature and execution of a Collective Bargaining Agreement between the City of Anacortes and the Commissioned Anacortes Police Services Guild.

WHEREAS, the City of Anacortes (“the City”) and the Commissioned Anacortes Police Services Guild (“the Union”), (collectively “the Parties”) had a Collective Bargaining Agreement in place effective June 1, 2018 through December 31, 2021; and,

WHEREAS, the Parties entered into collective bargaining negotiations followed by mediation and reached an agreement to a successor Collective Bargaining Agreement,

NOW, THEREFORE BE IT RESOLVED by the Anacortes City Council that the Mayor and City Clerk be authorized and directed to execute the attached collective bargaining agreement effective July 1, 2022 through December 31, 2024 by and between the City of Anacortes and the Commissioned Anacortes Police Services Guild.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 18th day of July, 2022.

PASSED AND APPROVED this 18th day of July 2022.

CITY OF ANACORTES:

By: _____
Matt Miller, Mayor

ATTEST:

Steve Hoglund, City Clerk Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

AN AGREEMENT BETWEEN:

● **THE CITY OF ANACORTES, WASHINGTON**

AND

● **THE ANACORTES POLICE SERVICES GUILD
COMMISSIONED EMPLOYEES**



July 1, 2022 – December 31, 2024

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ARTICLE 1 - RECOGNITION

The City of Anacortes (hereinafter referred to as the "City" or "Employer") agrees to recognize Anacortes Police Services Guild (hereinafter referred to as the "Guild") as the sole collective bargaining agency for all full and part-time Police Department Employees, except the Chief of Police, the Assistant Police Chief, the Police Captains, and the Records Supervisor.

ARTICLE 2 - GUILD SECURITY

2.1 Dues Processing. The Guild will notify the City of its initiation fees and dues. Following receipt of written notice from the Guild that it has received authorization for dues collection from an employee, the City will deduct initiation fees and dues from the wages of the employee, and forward them to the Guild each pay period.

2.2 Revocation. An employee may revoke authorization for payroll deduction of payments to the Guild by providing written notice to the Guild, which will provide written notice to the City. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the City's receipt of written notice from the Guild.

2.3 Indemnification. The Guild agrees to defend and indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City and/or Guild to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action, provided that the Guild shall have no obligation to defend and indemnify if the liability is a result of the City's own negligence. The City will promptly notify the Guild in writing of any claim, demand, suit, or other form of liability asserted against the City and/or Guild relating to its implementation of this Article.

ARTICLE 3 - GUILD RIGHTS AND RESPONSIBILITIES

3.1 Guild members will be allowed to meet with representative of the Employer to conduct collective bargaining negotiations during regular working hours with pay at their straight time rate, provided that the Guild will be limited to two (2) paid Guild members.

3.2 Release Time. A Guild official who is an employee in the bargaining unit shall be granted reasonable time off with pay while conducting grievance resolution (pursuant to Article 6) on behalf of the employees in the bargaining unit; provided the Employer is able to properly staff the employees job duties during the time off and without any additional expense to the Employer.

3.3 Guild Investigative and Visitation Privileges. The labor representative of the Guild, with reasonable advance notification to the Police Chief or the Chief's designee, may visit the work location of employees covered by the Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to such investigation.

3.4 City work hours shall not be used by employees or Guild representatives for the promotion of Guild affairs other than stated above. The Guild will be treated in the same manner as other City bargaining units with regard to holding Guild meetings.

3.5 Bulletin Boards. The Employer shall provide space for a bulletin board at each station that may be used by the Guild.

ARTICLE 4- HOURS OF LABOR

4.1 The workday, for the purpose of this Agreement, shall be eight and one-half (8.5) hours for Commissioned personnel assigned to Patrol, and the shifts shall be as follows:

Shift #1 - 6:00 am to 2:30 pm - Dayshift

Shift #2 – 1:45 pm to 10:15 pm - Swing shift

Shift #3 – 9:45 pm to 6:15 am - Night shift

With ten (10) days advance notice, shifts may be adjusted to meet the needs of the department on a short-term basis, not to exceed thirty (30) consecutive days; provided that this notice period will not apply to scheduled overtime shifts. For example, a power shift may be scheduled between 5:00 pm - 1:30am.

The work year is based on two thousand eighty (2080) hours. This above alternate schedule provides two thousand sixty-eight (2068) hours. The remaining twelve (12) hours are due to the City by the year's end. The twelve (12) hours shall be used for scheduling training and/or firearms qualifications. There will be no additional compensation for these twelve (12) hours, since they are already built into the salary schedule. If an employee has not used the twelve (12) hours by years end, the time will be deducted from an employee's vacation balance.

The parties recognize a fifteen (15) day 7(k) work period. With the exception of shift changing, the standard workweek shall be five (5) consecutive eight and one-half (8.5) hour days followed by two (2) days off, and then five (5) consecutive eight and one-half (8.5) hour days followed by three (3) days off. This schedule will then repeat itself.

4.2 Commissioned personnel not assigned to Patrol or to the Detective schedule described below, will work eight (8) hour shifts as assigned, typically 8:00 a.m. to 4:00 p.m. with five-day workweeks. The parties recognize a twenty-eight (28) day 7(k) work period. Other shifts may be agreed to by the parties.

4.3 An employee assigned to Patrol will not be scheduled consecutive eight and one-half hour (8.5) shifts with less than fifteen and one-half (15.5) hours between shifts. An exception to this is when the next shift is a scheduled training day (either in-house or at a remote location) or the preceding or following shift was an overtime shift. In the event of a scheduled training day an employee will receive overtime for the hours scheduled until ten (10) hours have elapsed from the conclusion of their last regular shift.

In the event of an emergency, an employee may work a shift for no more than ten (10) days with only twelve (12) hours between shifts.

4.4 Phone Assistance During Off-Duty Hours. An employee who is called to provide substantive phone assistance during off-duty hours will receive compensation for a minimum of one-half (1/2) hour of overtime. An employee who responds to multiple requests for substantive phone assistance separated by an hour or more of off-duty time will receive the half-hour minimum overtime compensation for each such interruption.

4.5 Any Employee called to work after completing their regularly assigned shift, or attending court as assigned on their off-duty time, shall be paid a minimum of three (3) hours at one and one-half (1.5) times their regular rate of pay. If an employee is subpoenaed to court on their scheduled day off, and the subpoena is cancelled with less than twenty-four (24) hours' notice, the employee will receive the three (3) hour minimum.

4.6 Shift Duration of Patrol. No employee assigned to patrol involved in shift work shall be scheduled to work more than four (4) consecutive months in any one (1) shift. Employees shall be given ten (10) days' notice in advance of any shift change except in case of an emergency. This Section shall not apply to Employees classified as Detectives or other special assignments.

4.7 In the event that an employee is working a shift during which the switch from standard time to daylight savings time occurs and the employee works an actual shift of one hour less than a full shift, no deduction will be made against the employee's pay. In the event an employee is working a shift during which the switch from daylight savings time to standard time occurs and the employee works one (1) hour more than a full shift, no overtime will be paid for that hour.

4.8 Employees are allowed to accumulate compensatory time to a maximum balance of 60 hours. Compensatory time in lieu of overtime pay shall be taken at the convenience of the Employer and the Employee, consistent with the Fair Labor Standards Act. Once per year employees have the option to have their accrued compensatory time deposited into their deferred compensation account or paid out in wages. Employees must actively request this of payroll by the timesheet due date for the 2nd pay period in November. If no selection is made, accrued comp time will carry over.

4.9 **Patrol Shift Scheduling Process**

4.9.1 Shift Bidding Process.

All officers, corporals, and sergeants assigned to Patrol will participate in a shift bidding process. Shift bidding does not apply to Specialty or Probationary positions.

Bidding will take place in the first ten (10) days of October for the following calendar year. Seniority will determine the order by which employees will select their shift assignments for the upcoming year. For the purpose of shift bidding only, seniority will be determined based upon time in classification. Bidding for patrol officers will be completed prior to corporal and sergeant bidding.

4.9.2 Patrol Shift Bidding

Each shift rotation will be two (2) months in duration. In the first round of bids, employees may bid for three (3) shift rotations.

In the second round of bidding employees may submit their first and second preferences for the remaining three (3) shift rotations. No employee may bid for more than two (2) consecutive rotations on the same shift. The first employee bid rotation of a new calendar year may not be the third consecutive employee bid rotation on the same shift. A Guild representative may be present at every stage of the bidding process and schedule completion. There will be no blind bids, each successive bidder will see the officers already on the shift prior to bidding.

The employer may move an individual officer within the schedule regardless of the shift bidding process for good cause. Where operational needs permit, changes shall be made first on a volunteer basis.

4.9.3 Employer Scheduling

After the bidding employees have made their selections the employer will set the remainder of the schedule. A Guild representative may be present at the bidding at the request of the employee. Once the bidding process is closed, no further bidding can take place for the upcoming calendar year.

4.10 Detective Shift Schedule.

Detectives work an eight (8) or ten (10) hour shift, except in an emergency situation as defined by the Chief of Police or designee. Employees working eight (8) hour shifts will normally work five (5) consecutive weekdays followed by two (2) days off. Employees working ten (10) hour shifts normally will be scheduled to work four (4) consecutive weekdays, followed by three (3) consecutive days off, with starting and ending times established by the Chief or designee based on operational needs. The parties recognize a twenty-eight (28) day 7(k) work period that began on January 4, 2016. The work year is based on two thousand eighty (2080) hours.

ARTICLE 5 - SENIORITY

5.1 The Employer agrees that insofar as possible and considering qualifications and federal and state statutes, when it becomes necessary within a position or classification that a reduction in force takes place, the last employee hired shall be the first laid off, and the last Employee laid off within the position or classification shall be the first Employee to be rehired.

5.2 For the purpose of this Agreement, "continuous employment" is defined as employment uninterrupted by voluntary severance of employment by the employee, or by absence due to discharge unless rehiring is accomplished within thirty days.

5.3 All seniority rights that may be acquired by the operation of this Article shall be subject to the right of veterans to be rehired, and to all existing laws and ordinances.

5.4 If a permanent vacancy occurs in any job within the bargaining unit, the Employer agrees in filling such vacancy and before hiring a new employee therefore, to give consideration to employees presently employed when the vacancy occurs or is to be filled. When the vacancy is filled by a new hire, the Employer shall have a twelve (12) month period in which to determine the capability and desirability of the Employee filling the job, with the exception of police officers, for which the probationary period will be twelve (12) months starting on day of graduation from the WA State Basic Law Enforcement Academy. Such probationary employees may be disciplined or discharged without just cause and shall not have access to the grievance process to challenge such actions.

5.5 In the case of illness or off-the-job accidents, it is agreed that the employee's position and seniority shall be held up to but not exceeding six (6) months. The Chief will extend this timeframe if medical documentation indicates that the employee will be able to return to work in full or light duty within a reasonable time but no longer than six (6) months. During the extended time frame, the Chief may request updated medical documentation on a monthly basis and may adjust the timeframe based solely on the medical documentation.

5.6 For the purposes of this Agreement, seniority, unless otherwise noted, is defined as continuous time with the Department measured from the date of hire. If two (2) employees share the same date of hire the most senior will be the one placing highest on the civil service exam at the time of hiring.

ARTICLE 6 - GRIEVANCE

6.1 Any disputes arising under this Agreement shall be settled as stated in this Article; provided that no employee shall avail himself or herself of this Article if they appeal a dispute to the Civil Service Commission. Any bargaining unit member who is the subject of disciplinary action, including oral or written reprimand and who feels such action is improper, may complain to the Guild and may elect to pursue a grievance

regarding disciplinary action through the grievance procedure of this Article, or through the Civil Service Commission, but not through both.

6.2 Procedure: A grievance filed against the City shall be processed in the following manner:

- Step 1: Any employee and/or Guild representative who has a grievance shall present the grievance to the immediate supervisor, either orally or in writing, except where not feasible. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. All efforts will be made to resolve the grievance within ten business days of being filed.
- Step 2. If a resolution cannot be reached in Step 1 then it shall be submitted in writing to the Police Chief or designee. The grievance shall contain a substantially complete statement of facts, the contractual provisions allegedly violated, and the relief requested. This written grievance shall be presented to the Police Chief or designee no more than ten (10) business days after the initial time period outlined in Step 1 of the grievance procedure. The Police Chief or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and Guild, if requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or designee shall provide a written response to the employee and Guild within ten (10) business days following their meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.
- Step 3: If the grievance is not settled at Step 2 and the Guild desires to appeal, it shall be referred by the Guild in writing to the Mayor or designee within ten (10) business days after receipt of the City answer in Step 2. Thereafter, the Mayor or designee and the Police Chief or designee shall meet with the grievant and Guild within ten (10) business days of receipt of the Guild's appeal, if at all possible. If no agreement is reached, the Mayor or designee shall submit a written answer to the Guild within ten (10) business days following the meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.
- Arbitration: If the grievance is not settled in Step 3 and the Guild wishes to appeal the grievance from Step 3, the Guild may refer the grievance to arbitration, as described below, within twenty (20) business days of receipt of the written answer as provided to the Guild at Step 3.

6.2.1 For non-disciplinary grievances, the parties should attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of nine arbitrators from the region that includes Washington, from which list the arbitrator shall be selected by alternatively striking one name from the list until one name shall remain. The arbitrator shall be notified of their selection and shall be requested to set a time and place of the hearing, subject to the availability of Guild and City representatives.

6.2.2 For disciplinary grievances, the arbitrator shall be assigned by PERC under the arbitrator assignment process for law enforcement personnel disciplinary grievances established by RCW 41.58.070.

6.2.3 The City and the Guild shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Guild retain the right to employ legal counsel.

6.2.4 The arbitrator shall submit their decision in writing within thirty business days following the close of the hearing or the submission of briefs by the parties, whichever is later, and such decision shall be final and binding upon all parties.

6.2.5 More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

6.2.6 The fees of the arbitrator shall be borne by the losing party provided; however, that each party shall be responsible for compensating its own representatives and witnesses, including any attorneys they choose to use.

6.2.7 Limitations on Authority of Arbitrator. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement.

6.3 Time Limits. If a grievance is not presented by the employee or the Guild within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the guild. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof with the specified time limits, the aggrieved employee and/or the Guild may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE 7 - HOLIDAYS

7.1 The following days shall be recognized and observed as paid holidays:

New Year's Day	(First Day of January)
Martin Luther King Day	(Third Monday in January)
Presidents Day	(Third Monday in February)
Memorial Day	(Last Monday of May)
Juneteenth	(June 19 th)
Independence Day	(July 4 th)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Native American Heritage Day	(Day Immediately Following Thanksgiving)
Christmas Day	(December 25)
Floating Holiday (1)	

7.2 An employee may take their floating holiday at such time as is mutually agreeable between the employee and their Department Head or an employee may choose to be compensated for the holiday. The floating holiday shall be pro-rated during the year. In the event of an employee's termination, any floating holiday used but not yet accrued shall be deducted from the employee's final paycheck.

7.3 For all employees except those working Patrol, when a holiday falls on Saturday the preceding Friday shall be declared a legal holiday. When the holiday falls on Sunday, the following Monday shall be declared the legal holiday. Employees working Patrol will observe the holiday on the actual day of the legal holiday. When there is a four (4) day holiday, other than that listed, the holiday involved may be taken at a later time mutually agreeable to the Employer.

7.4 If an employee covered by this Agreement works on any of the above-named legal holidays, they shall be guaranteed payment at the rate of one and one-half (1.5) times their regular hourly rate of pay for the actual hours worked. If an employee works overtime on a holiday, the holiday premium pay (two and one-half (2.5) times their regular hourly rate) shall apply for all hours worked. This compensation is in addition to their regular monthly wage. If any of the above-named legal holidays falls on the employee's scheduled day off, employees working Patrol will receive payment for eight and one-half (8.5) hours, and all other employees will receive payment for eight (8) hours. If an employee receiving eight (8) hours of holiday pay is regularly scheduled to work more than eight (8) hours, they are required to use vacation, compensatory time or personal holiday time to make up for the additional time the employee was scheduled to work beyond the eight (8) hours of holiday pay. This compensation is at their regular hourly rate of pay, in addition to their regular monthly wage. If an employee is scheduled to work on a holiday and does not work, the employee will receive only the regular salary for the day and will not receive any additional pay. The employee will not have any hours deducted from any leave balances for that day.

7.5 Holiday pay for a shift shall be determined by the start time of that shift. For example, if a shift begins on a holiday, the entire shift is paid as a holiday pay. If a shift ends on a holiday but the beginning of the shift was not on a holiday, then the entire shift is not paid as a holiday.

7.6 Management maintains the right to determine the number of non-essential personnel to work on holidays. Non-essential personnel are defined as detectives and school resource officer.

ARTICLE 8 – VACATION

8.1 Vacation leave shall accrue as follows:

Service Period	Vacation Accrual	Maximum Accrual
First month through 48 months	8 hours per month	240 hours
Months 49 through 108	10 hours per month	240 hours
Months 109 through 168	14 hours per month	240 hours
169 months and beyond	17 hours per month	240 hours

8.2 The Employer shall not unreasonably deny leave requests, consistent with the needs of the Department. Vacation shall be based on seniority of employment provided employee's top three vacation requests are submitted between December 1st – 15th for vacations scheduled to occur January 1st - December 31st of the following year. Each vacation request can be for a minimum of one day to a maximum of 3 weeks. Requests submitted after December 15th of each year will be allocated on a first-come, first served basis. Vacation requests shall be approved by the Chief based on efficient operation of the Department. The Employer shall waive the maximum carryover restriction on vacation leave if the employee is required to cancel a scheduled vacation due to the requirements of the Employer.

8.3 Vacation leave shall be computed exclusive of holidays or sick leave testified to by a physician's written statement.

8.4 Vacation leave is to be deducted on an hour-for-hour basis. (For example, patrol officers who are scheduled to work 8½ hour shift must also take 8½ hours of benefits (i.e. vacation or sick leave) when they are absent. Any vacation or other leave request for a partial shift shall be computed in 15-minute increments.

8.5 Employees may elect to have their accrued vacation balance that exceeds 160 hours cashed out and deposited into a deferred compensation account. The employee must notify payroll in writing by November 20th of each year for distribution on the December 5th payday.

ARTICLE 9 - SICK LEAVE

9.1 Cumulative sick leave with full pay shall accrue to each Employee at the rate of four hours of leave for each bimonthly pay period of continuous service to a maximum of 1,440 hours.

9.2 LEOFF II Duty - Related Disability Leave Benefit. LEOFF II Employees shall accrue four hours of disability leave for each pay period of employment with the City with the total accrual not to exceed 1040 hours. Worker's Compensation provides partial wage replacement for injured employees. Employees receiving Worker's Compensation as a result of a Labor and Industries Claim may choose to use their accrued LEOFF II duty disability to supplement the Worker's Compensation wage replacement. If an employee elects to use LEOFF II duty disability leave while receiving Worker's Compensation benefits, the City will pay the employee their regular wages using LEOFF II disability accrued leave. If an employee elects this option, when the employee receives time loss payments from the Department of Labor and Industries, the employee must turn such payments over to the Finance Department. The Finance Department will use the worker's compensation payment to replenish the employee's LEOFF II duty disability leave balance that was drawn down at the employee's current hourly wage rate.

9.3 Sick leave shall be computed exclusive of holidays.

9.4 Sick leave cannot be taken before it is actually accrued.

9.5 Employees are able upon retirement or death, to receive a cash buy out in an amount equal to fifty percent (50%) of their accrued sick leave hours up to a maximum of one thousand (1000) hours (e.g., of 1000 hours of accrued sick leave, 500 hours are eligible for a cash buyout). For purposes of sick leave buyout, retirement is defined as termination of the employee's employment after attaining one of the following:

- The age of fifty-three (53) and having at least five (5) years of service with the City; or
- Twenty (20) years of service with the City, regardless of age.

Whether an employee chooses to immediately withdraw retirement with the Department of Retirement Systems/Law Enforcement Officers' and Firefighters' plan is an independent choice, made by each employee.

Upon a death on duty of an employee, the employee's spouse or estate will receive a cash buyout equal to one hundred percent (100%) of all accrued sick leave hours.

9.6 Notification of absence due to sickness shall be given to dispatch as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Department Head), but no later than two (2) hours before the start of the employee's work shift unless it is shown that such notification was

unreasonable or not practical. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline.

9.7 The Guild does not condone the abuse of sick leave. Should a concern over perceived sick leave abuse arise, the Guild and the Employer agree to meet and confer on the problem and solution.

ARTICLE 10 – LIGHT DUTY ASSIGNMENTS

10.1 Light duty assignments shall be made available to Employees who are sick, injured or disabled and who have been released by their physician to work light duty if work is available and suitable. Management retains the ability to require employees who have been released by their physician to work light duty to work. Priority will be given to employees who are injured in the line of duty. Management retains the right to assign the work schedule during the light duty assignment; however, employees on light duty will work no more hours than their regular work schedule.

- (a) Employees working light duty shall perform those duties assigned by the Chief of Police and shall be consistent with the type of duties normally performed by members of the bargaining unit.
- (b) During the light duty schedule, employees shall continue to accrue their regular benefits as outlined in collective bargaining and current personnel policies.
- (c) The light duty assignments will be authorized in thirty (30) day increments provided there are sufficient and compatible duties to be performed. A light duty assignment shall not exceed three (3) months. Employees may request, in writing, an extension of the three month provision of this Section subject to approval by the Chief of Police.

ARTICLE 11 – OTHER LEAVES

11.1 Bereavement Leave. In the event of the death of an employee's immediate family member, time off with pay for employee's regular scheduled workday will be granted to regular full-time employees. Employees are expected to explain the need for bereavement leave to their immediate supervisor as soon as they are aware of their need for bereavement leave. The phrase "immediate family" for the purposes of the bereavement policy includes the employee's spouse (or registered domestic partner), brother, sister, father, mother, stepfather, stepmother, grandparent, child, stepchild, grandchild, father-in-law, mother-in-law, grandparent-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. Three (3) consecutive workdays off with pay will be approved to attend the funeral or memorial service (maximum 24 hours). Two (2) additional consecutive workdays off with pay will be approved for travel from the employee's home to the funeral or memorial service if the travel exceeds two hundred (200) miles each way (maximum 16 hours). Bereavement leave use is limited to the twelve (12) months following the immediate family member's death. With approval of

the Chief, an employee may supplement bereavement leave with sick leave and/or vacation leave.

11.2 Jury Duty. Employees who are required by law to render jury service will be granted paid time off during a period of jury duty. Employees should notify their supervisors as soon as possible after receipt of a juror summons so that operational adjustments can be made as needed during the employee's absence. A copy of the juror summons must be provided to their supervisor. If an employee is summoned for jury service during a critical work period, the City may ask the employee to request a waiver from duty; in such cases, the City will provide documentation to the relevant court supporting the waiver request.

ARTICLE 12 - HEALTH AND WELFARE COVERAGE

12.1 Medical Insurance Plans. The City will provide employees with the following plans, each as offered through the Association of Washington Cities Benefit Trust

AWC Regence HealthFirst High Deductible Health Plan,
Kaiser Permanente High Deductible Health Plan,
AWC Regence HealthFirst \$250 plan, or
Kaiser Permanente Access PPO

12.2 Premiums.

12.2.1 For employees choosing the Regence HealthFirst \$250 deductible plan, the City will pay one hundred percent (100%) of the premiums for the employee and ninety percent (90%) of the premiums for dependents.

12.2.2 For employees choosing the Kaiser Permanente PPO \$250 deductible plan, the City will pay one hundred percent (100%) of the premiums for the employee and ninety percent (90%) of the premiums for dependents. The City will share fifty percent (50%) of the premium cost savings difference between the Kaiser Permanente PPO \$250 plan and the Regence HealthFirst \$250 plan to be paid on each pay period.

12.2.3 For the duration of this Agreement, the City will pay one hundred percent (100%) of the premium costs of medical insurance for employees and their dependents who select an AWC High Deductible Health Plan.

- (a) For employees enrolled on an AWC High Deductible Health Plan, the City will contribute fifty percent (50%) of the premium cost savings between the AWC High Deductible Plan and the Regence HealthFirst \$250 plan to be contributed into the employee's HSA on each pay period.

12.2.4 An employee may elect to have up to \$1000 (employee only) or \$2000 (family) cashed out from accrued vacation and transferred into the HSA on the

January 5 payday so long as the employee's vacation balance does not fall below forty (40) hours. The IRS determines the inflation adjusted HSA contribution maximum. (Vacation contributions by the employee will trigger the employer match. The employer match will be deposited into the HSA account throughout the year equally on each payday.)

12.3 Dual Insurance Incentive. For employees enrolled on Dual Insurance, the employee will receive an incentive equivalent to fifty percent (50%) of the lower cost PPO plan premiums that the City would otherwise contribute to health insure the dependents.

12.4 Dental Insurance. The City agrees to provide dental insurance for employees and their dependents. The City shall pay one hundred percent (100%) of the premium for dental coverage. The dental insurance plan in effect at the time of this Agreement is Washington Dental Service Plan E, as offered through the Association of Washington Cities.

12.5 Orthodontia Insurance. The City agrees to pay one hundred percent (100%) of the premium for orthodontia coverage for the employee's dependent children. The orthodontia plan in effect at the time of this Agreement is Washington Dental Service Plan IV, as offered through the Association of Washington Cities.

12.6 Vision Insurance. The City agrees to pay one hundred percent (100%) of the premium for a separate vision plan for employees and their dependents. The vision plan in effect at the time of this Agreement is Vision Service \$10 copay Plan, as offered through the Association of Washington Cities.

12.7 Life Insurance. Effective August 1, 2022, the City will provide and pay one hundred percent (100%) of the premium costs of a group life insurance policy providing \$75,000 of coverage for each employee, and \$1000 for dependents six (6) months and older as offered through the Association of Washington Cities. The life plan in effect at the time of this Agreement is through Standard as offered through the Association of Washington Cities.

12.8 Any changes required by the provider of insurance coverage that are beyond control of the City shall be implemented. These include, but are not limited to changes in required copays, deductibles, and plan administration procedures. The City shall give the Union notice of the proposed changes at least 60 days before the effective date, or as much time is reasonably practicable, and an opportunity for input before the changes are finalized and to bargain any impact.

ARTICLE 13 - MANAGEMENT'S RIGHTS

13.1 The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority subject to the provisions of this Agreement.

13.2 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety.

13.3 The parties understand and agree that the statements in employees' job descriptions are not an all-inclusive list of their work requirements. Individuals may perform other duties as assigned including work in functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

13.4 Except as otherwise provided herein, the Employer shall decide all questions as to lay-offs, subject to the right of the Guild to request and discuss with the Employer the reason for any layoffs involving bargaining unit positions. The Employer and Guild shall bargain over the effects of any such layoffs on individual employees. The Employer shall have the right to determine reasonable schedules of work and to establish the methods or processes by which such work is performed in accordance with Article 4 of this Agreement.

13.5 Any and all rights concerned with management and operation of the Police Department are exclusively that of the City unless otherwise specially provided by the terms of this Agreement. By way of example only, the City has the right to discipline, suspend, or discharge employees for just cause; to assign work and determine job content of employees; to determine the number of personnel to be assigned duty at any time; to determine, introduce new, or revise the methods, processes and means of providing departmental services; to determine the work and shift schedule (in a manner not inconsistent with this Agreement); to establish performance standards and evaluations; to build, move, or modify its facilities; to take any action on any matter in the event of any emergency; and to perform all of the functions not otherwise expressly limited by the Agreement or applicable law. Nothing in this Article shall be interpreted to modify other explicit provisions of this Agreement nor to waive the Guild's right to bargain the "effects" of performance standards and evaluations.

13.6 The City's Personnel Policies shall be applicable to members of the Guild. In the event of any inconsistency between this Agreement and the Policies, this Agreement shall prevail.

ARTICLE 14 - EMPLOYMENT

14.1 The employer shall have the right to discipline or discharge employees for just cause.

ARTICLE 15 - CIVIL SERVICE STATUTES

15.1 To the extent that matters are not covered by the express terms of this agreement, the Employer may proceed in accordance with applicable Civil Service statutes, rules, and regulations. All police personnel covered under this Agreement shall be subject to said statutes, rules, and regulations.

15.2 For promotions to bargaining unit positions, a Rule of Three shall apply.

ARTICLE 16 - CONTINUOUS OPERATION

16.1 The Guild recognizes that the Employer is engaged in a vital public service which protects the health, safety, and welfare of its citizens and requires continuous operation and, hence, recognizes its obligation together with the Employer to provide this service at all times.

ARTICLE 17 - WAGES

17.1 Effective March 2007, paydays will be on the 5th and 20th of each month.

17.2 Salary Schedules.

17.2.1 Salary schedules showing the hourly, monthly, overtime and annual salaries for each classification through the term of this Agreement are set forth in Addendum A. The salary schedules will reflect the following wage increases from the prior year's salary schedule:

- a) Effective July 1, 2022 – 5.0%
- b) Effective January 1, 2023 – 2.0%
- c) Effective July 1, 2023 – 2.0%
- d) Effective January 1, 2024 – 2.0%
- e) Effective July 1, 2024 - 2.0%

17.2.2 Sergeants. As reflected in Addendum A:

- a) Effective July 1, 2022, Step 1 of the Sergeant salary schedule will be ten percent (10.0%) higher than Step 6 of the Police Officer salary schedule.
- b) Effective January 1, 2023, Step 1 of the Sergeant salary schedule will be twelve percent (12.0%) higher than Step 6 of the Police Officer salary schedule.

17.3 Lateral hires may be placed at any point up to the mid-range of the salary schedule.

17.4 One-Time Payment. Employees in the bargaining unit on June 27, 2022, who remain in the bargaining unit on the date the Agreement is fully ratified, will receive a one-time gross payment of two thousand dollars (\$2000) to be included in the first regular payroll following full ratification of the Agreement.

ARTICLE 18 - FRINGE BENEFITS

18.1 All premiums based on a percentage of an officer's wage will be based on their base wage, exclusive of other premiums.

18.2 Longevity. Effective July 1, 2022, longevity is provided as follows:

Completed Months of Service	Percentage of Officer Base Wage
60	1%
120	2%
180	2.5%
240	3%

Effective January 1, 2024, the rates will increase to the following:

Completed Months of Service	Percentage of Officer Base Wage
60	1%
120	2%
180	3%
240	4%

18.3 Specialty Pay. With the exception of the premiums paid for Field Training Officers and Instructors, which may be earned in combination, an individual may collect only one specialty pay upgrade at any one time.

18.3.1 Detective. Detectives shall receive a four percent (4.0%) premium payment. The City will provide a one-time payment of \$400 to each officer upon their assignment to a detective position, to compensate the officer for the purchase of additional, suitable clothing for the detective role. An officer whose detective assignment is extended beyond three (3) years will receive an additional \$200 one-time payment at the start of the fourth year of the detective assignment. The payment(s), less required withholdings, will be made within one (1) month of the officer's assignment or the extension of the officer's assignment.

Employees assigned to detective shall be provided with holster, cuff case and magazine case during their assignment.

18.3.2 School Resource Officer. School Resource Officers shall receive a four percent (4.0%) premium payment.

18.3.3 Canine Unit Officer. Canine Unit Officers shall receive a four percent (4.0%) premium payment.

18.3.4 Field Training Officer. Effective July 1, 2022, officer(s) assigned as Patrol Field Training Officer shall receive a four percent (4.0%) premium payment for a total of three (3) months per assignment. The premium pay will begin in the first month in which the officer serves as a FTO for at least ten (10) days. Officers may not earn more than four percent (4%) as an FTO premium in any one (1) month.

18.3.5 Instructor Premium. Effective July 1, 2022, Officers assigned as a department instructor, as designated below, shall receive a two percent (2.0%) instructor premium. If an instructor is assigned to instruct two (2) or more disciplines, they are only eligible to receive one (1) instructor premium:

Firearms (including less lethal munitions), Defensive/Control Tactics, Emergency Vehicle Operations (EVOC), Patrol Tactics and Taser

18.4 Education Incentive. Effective July 1, 2022, Officers holding a bachelor's degree from an accredited college or university shall receive a three percent (3.0%) education incentive. Effective January 1, 2024, the premium will increase to four percent (4.0%).

18.5 Deferred Compensation. The City will match of up three percent (3.0%) of the employee's base wages. Contributions are made directly into the employee's deferred compensation account. For an employee to receive the maximum annual City contribution, the employee must contribute at least the amount referenced above in each pay period.

18.6 Clothing and Equipment.

18.6.1 Uniforms and Protective Clothing. The Employer agrees to furnish and replace as necessary all required uniforms and protective clothing for all members covered by the bargaining agreement. In addition, the Employer agrees to all cleaning and care of the uniforms and protective clothing required by the Employer. The complete list of City-issued uniforms and equipment is as follows.

Patrol Uniforms	
2	Long Sleeve Shirts
2	Short Sleeve Shirts
3	Pants
1	Uniform Hat with Badge and Cover (following completion of probation)
1	Baseball Hat
1	Uniform Ties
1	Tie Bar
1	Uniform Badge
1	Uniform Jacket with removable fleece liner

2	Uniform Jumpsuit (following completion of probation)
1	Pair Gloves
	Name Tags provided on all items of clothing that require one
	Patrol Equipment
1	Flashlight (with Charger)
1	Protective Ballistic Vest (see Section 18.6.5)
1	Duty Pistol
3	Magazines (for issued duty pistol)
	Duty Ammo Rounds (issued once per year)
1	Double Magazine Pouch
1	Patrol Rifle
1	Uniform Pant Belt
1	Duty Pistol Belt
1	Holster
1	Handcuff Case
2	Handcuffs
1	Portable Radio (with case)
1	Defensive Spray Canister (with case)
4	Belt Keepers
2	Metal Citation Holders
1	Key Holder
1	Baton (with Holder)
1	Knife (with Case)

18.6.2 Loss and Destruction. Employees shall be held accountable for all protective clothing or protective devices assigned to the employee by the Employer. Items of clothing or protective devices lost or destroyed shall be replaced by the Employer where said loss or destruction was incurred as a direct result of an occurrence not due to the employee's intentional act or negligence. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of the employee's negligence shall be replaced by the employee

18.6.3 Cleaning. The Employer shall pay one hundred percent of the cost necessary to clean each employee's uniform and/or each detective's clothing through a cleaning service provided by the Employer.

18.6.4 Safety Gear. Safety gear as required by law shall be provided by the Employer.

18.6.5 Protective Ballistic Vest with External Carrier. The City currently provides a protective ballistic vest to each officer as part of the uniform and equipment issue. It has been the City's practice to provide a vest rated at Threat Level II per NIJ standards from a City-selected vendor. It has also

been the City's practice to repair and/or replace the vest and associated components if they become worn or damaged.

The City recognizes that the vests are items of personal wear and that it may benefit an officer to wear a vest other than the one that would be provided by the City. The City allows the purchase of a vest other than the standard issued vest by an officer. That vest must provide a minimum of Threat Level II protection. Any cost over the amount the City pays for the City-provided vest will be borne by the officer. That cost shall be the price, with tax and shipping, that the City incurs when purchasing the City-issued vest.

In June of each year, the City will select the brand, model, and vendor for the City- issued vest. This package price will establish the City's base line costs for the following twelve (12) months. This total will also serve to establish the City's contribution if an officer chooses to obtain a vest other than that provided by the City.

Vests will be replaced five (5) years after their issue date.

18.7 Uniformed police personnel and detectives shall receive a footwear allowance of \$250.00 per year plus tax and shipping charges.

18.8 Reasonable effort shall be made to accommodate the work schedule of interested employees to allow them to attend college level law enforcement or job-related courses.

18.9 The City agrees to furnish coffee supplies, tea, and hot chocolate for the bargaining unit employees, for breaks.

ARTICLE 19 - PROFICIENCY SYSTEM

19.1 Progression through the Proficiency Levels of a salary range will be based upon the Employee's performance in conjunction with time in a job classification. Each Employee will be eligible for and receive an evaluation by their supervisor prior to the completion of the time in a job classification and proficiency level as specified in the following schedule:

Proficiency Levels

level 1	level 2	level 3	level 4	level 5	level 6
Normal hiring rate service	after one year's service	after two year's service	after three year's service	after four year's service	after five year's

19.2 To receive the Proficiency Level increase for which eligible, the Employee must perform at a satisfactory rate of improvement and maintain satisfactory performance through Level 6.

19.3 Proficiency level increases must be approved by the Police Chief and Mayor.

ARTICLE 20 - WORK STOPPAGES

20.1 The employer and the guild agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best effort to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild, for the duration of this Agreement, shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with City functions by Employees under this Agreement and should same occur, the Guild agrees to take appropriate steps to end such interference. Any concerted action by an employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

ARTICLE 21 - INTERNAL INVESTIGATIONS

21.1 An employee who is the subject of an investigation shall be advised of the general nature of the investigation. To the extent reasonable under the circumstances, this information shall be provided at least eight hours prior to interview of the employee, unless the employee waives this requirement.

21.2 The interview shall be conducted in a professional manner. The employee's attorney or the Guild representative, but not both, may be present during the interview, but shall not be permitted to participate in the interview, except to the extent permitted by law.

21.3 Within five (5) days of the completion of the investigation, the employee shall be advised of the results of the investigation. If the matter results in discipline to the employee, the employee is entitled to a copy of the investigative report upon request.

21.4 Lie detector tests shall only be administered as permissible by state or federal law.

21.5 Nothing contained in any of the above provisions shall restrict and/or limit the authority of the Chief of Police in the performance of the duties and responsibilities as the Chief Administrator of the Anacortes Police Department.

21.6 When an employee, whether on or off duty, uses force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident except that promptly following the incident the employee shall verbally report to a superior any information necessary to

secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait forty-eight (48) hours.

ARTICLE 22 - PSYCHOLOGICAL / MEDICAL EVALUATIONS

22.1 Initial Evaluation.

22.1.1 No psychological or medical test will take place unless the City has reasonable suspicion to believe that an employee may be psychologically or medically unfit to perform their job. In such cases, the City may require that the employee be tested by a qualified doctor to determine the employee's fitness for duty. Such examination will be at the City's expense.

22.1.2 Any medical history of the employee which the examining doctor requests that is not relevant to the fitness for duty issue may not be given to the Employer. Except as provided herein, the Employer may not require the employee to waive the physician-client privilege as a condition of taking the examination.

22.1.3 Results of the Test. The doctor will issue a written report to the City and the employee. The report shall indicate whether the employee is fit or unfit for duty or requires modified work conditions. The report shall also indicate the reasons for the doctor's conclusion. If the doctor believes the employee is fit for duty but needs modified work conditions, the doctor will also indicate what modifications are necessary and the extent or duration projected of the modification. Except as provided herein, the doctor will keep confidential all data made available to him or her on a confidential basis.

22.2 Second Opinion. If the Guild believes that the conclusions of the doctor are in error, it may obtain a second examination from a qualified doctor at its own expense. The results of this examination shall be provided to the employee exclusively.

22.3 Medical Arbitration.

22.3.1 If after obtaining a second examination, the Guild wishes to challenge the assessment of the employee's fitness for duty, the Guild may submit the matter to medical arbitration.

22.3.2 The two doctors shall initially consult to see if they can reach agreement. If not, they shall mutually select a third qualified doctor who shall conduct an examination of the employee and review the reports prepared by the first two doctors. A determination of whether the employee is fit for duty shall be made by the third doctor and that determination shall be binding on all parties. The expense of the third doctor shall be split by the parties.

ARTICLE 23 - PERSONNEL RECORDS

23.1 Only one (1) official personnel file shall be maintained for each employee. All relevant information shall be placed in that file. This does not preclude a supervisor from maintaining notes on an employee's job performance for evaluations purposes, or retaining information which is provided to the supervisor on a confidential basis, provided the request for the confidentiality was initiated by the complainant. Such confidential information shall not form the basis for discipline, but may be used for other purposes.

23.2 Employees shall not have any disciplinary action entered in their personnel file without having first read and signed the document. Should an employee refuse to sign, that fact shall be noted on the document and the document may be placed in the personnel file.

23.3 Bargaining unit members shall be provided copies of all performance or assignment-related changes.

23.4 As provided by RCW 43.101.135(7), no personnel records will be removed from personnel files or destroyed while the employee remains employed or for a period of ten (10) years thereafter.

23.5 Outside Requests. Requests for information located exclusively in an employee's personnel, payroll, supervisor, or training file will be handled in accordance with RCW 42.56.250(12).

23.6 As used herein, a "personnel file" shall be defined as any file pertaining to the employment status, work history, disciplinary records, or other personnel-related matters pertaining to bargaining unit members. It is further understood that the term "personnel file" as used herein does not include material relating to medical records, pre-appointment interview forms, payroll or life insurance documents, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

ARTICLE 24 - PROTECTED SPEECH

24.1 Employer recognizes the right of employees to engage in protected free speech, provided, nothing herein restricts the right of the Employer to discipline employees for speech which is unprotected for any reason, including the content or manner of the speech.

ARTICLE 25 - TOBACCO POLICY

25.1 Tobacco use is prohibited inside all City facilities, including City-owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices. The Tobacco Policy applies to employees during working time and anytime in uniform. Smoking is only allowed in outside areas that comply with all applicable laws. Employees are expected to exercise common courtesy and to respect

the needs and sensitivities of coworkers with regard to the smoking policy. Tobacco users have a special obligation to keep smoking areas litter-free and not to abuse break and work rules. Employees who violate the policy may be subject to disciplinary action.

ARTICLE 26 - VOLUNTARY PHYSICAL FITNESS PROGRAM & SICK LEAVE BUY BACK PROGRAM

26.1 The City and the Guild recognize that a physically fit workforce can reduce illness and injuries requiring the use of sick leave. An additional sick leave buyback provides incentive to reduce the use of sick leave.

26.2 The City and Guild agree to utilize the WA State Criminal Justice Training Commission physical fitness standards as the basis for determining standards and criteria for the physical fitness incentive. It is understood that the WA State Criminal Justice Training Commission physical fitness standards may change over time and that the most current standards will be the basis of the evaluation. Employees are encouraged, but not required, to participate in the physical fitness assessment conducted by the department and shall be given the opportunity on duty to perform the test up to two (2) times each year. Employees will be provided sixty (60) day advance notice of the testing dates.

26.3 The three Physical Fitness events are push-ups, sit-ups, and squat thrusts. The results from each event are pass/fail. Each passing event will accrue one percent (1%) of additional sick leave buyback, up to a maximum of three percent (3%) annually. A failure of an event will result in no percentage accrual for the failed event. Testing should be performed in normal workout gear and athletic shoes.

26.4 Employees who meet the PAT standard in a given calendar year shall receive a percentage of their accrued sick leave (inclusive of their WA Sick Leave and City Sick Leave) bought out at retirement. Each year that an employee participates successfully in the program they earn an additional percentage of sick leave buyout. For example, an employee who passes two (2) of the three (3) events at an annual test would accrue an additional two percent (2%) toward sick leave buyout. An employee maintaining this standard for a period of ten (10) years would have the ability to have an additional twenty percent (20%) of their accrued sick leave bought out. This benefit is in addition to the sick leave buyout provision upon retirement (Article 9).

ARTICLE 27 - DRUG AND ALCOHOL TESTING

27.1 It is the intent of the City and the Guild to maintain a workplace that is free from the effects of drug and alcohol abuse. Therefore, no employee shall unlawfully manufacture, distribute, dispense, possess or use any illegal controlled substance or alcohol in any City workplace. Nor shall any employee report to work or work under the influence of alcohol or an illegal controlled substance.

27.2 Employees must report their use of over-the-counter or prescribed medications to the Police Chief if the use might impair their ability to perform their job safely and

effectively. A determination will then be made as to whether the employee should be able to perform the essential functions of the job safely and properly.

27.3 Due to the nature of a Police Officer's duties, the Department takes a no-tolerance position on violations of this policy. A sustained finding will result in disciplinary action, up to and including dismissal. The Department may also refer criminal charges on any employee found to have knowingly violated RCW 69.50.401.

27.4 Guild Members follow the City's drug and alcohol testing policies and procedures found in the most current personnel policies.

ARTICLE 28 - HARASSMENT

28.1 The parties recognize that the City has a strong policy prohibiting any form of sexual or other harassment by employees. The parties shall work together to ensure that no such harassment occurs. All employees are encouraged to report any incidents of harassment involving either themselves or other members of the bargaining unit.

ARTICLE 29 - RESERVE UNIT

29.1 The Guild and the City recognize the value of a viable Reserve unit in providing service to the community. It is understood that the Reserve unit is intended to supplement, and not replace, bargaining unit members. Guild members shall cooperate in training and working with Reserve officers. Reserve Officers will ride with and assist regular officers until they have obtained the classification of a First Class Reserve Officer. Upon becoming a First Class Reserve Officer, and having been approved by a review board, the Reserve Officer may then operate a patrol vehicle on their own.

29.2 In no event shall any bargaining unit member lose any of their regularly scheduled hours, be laid off and/or lose any overtime due to additional work being assigned to Reserve Officers.

29.3 Overtime assignments available to bargaining unit members shall continue to be made available to bargaining unit members. If no regular officers are available for an overtime assignment, then the City may use a First Class Reserve Officer on a patrol assignment.

29.4 Both the Guild and the City agree to avoid any interference in the Reserve program and/or the skimming of any regularly scheduled work and/or overtime work.

29.5 As of 2004, the Reserve Program is inactive. If the program is reinstated in the future the contract language will prevail.

ARTICLE 30 - ENTIRE AGREEMENT

30.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no express or implied statements, actions, or previously written or oral statement shall add to or supersede any of its provisions.

31.2 Except as otherwise provided herein, nothing in this Agreement shall be construed as a waiver of the Guild's collective bargaining rights with respect to changes in matters which are mandatory subjects of bargaining under the law.

ARTICLE 31 - SAVINGS CLAUSE

31.1 If any term or provision of this Agreement is declared or adjudged by a court or administrative agency of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity will not impair or affect any other term or provision of this Agreement.

ARTICLE 32 - AGREEMENT DURATION

32.1 This Agreement shall be and remain in full force and effect from the date below through December 31, 2024. All provisions herein are subject to existing laws and ordinances and any provision found to be in conflict shall be void.

SIGNED _____, 2022.

ANACORTES POLICE SERVICES GUILD

CITY OF ANACORTES, WA

BY:

BY:

GUILD PRESIDENT - Jordan Kellington

MAYOR Matt Miller

BY:

BY:

GUILD VICE-PRESIDENT- Michael
Scheepers

ADMINISTRATIVE SERVICES
DIRECTOR Emily Schuh

BY:

CHIEF OF POLICE Dave Floyd

ATTEST:

CITY CLERK – TREASURER
Steven D. Hoglund

ADDENDUM A

07/01/2022 Wage Schedule 5.0% Wage Increase

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	Police Officer	6,304.56	6,588.27	6,884.74	7,194.55	7,518.31	7,894.22
14	Corporal	8,052.11	8,213.15				
15	Sergeant	8,683.65	8,965.87	9,257.26			

MONTHLY, HOURLY, OVERTIME, ANNUAL WAGES

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	MONTHLY	6,304.56	6,588.27	6,884.74	7,194.55	7,518.31	7,894.22
	HOURLY	36.37	38.01	39.72	41.51	43.37	45.54
	OVERTIME	54.56	57.01	59.58	62.26	65.06	68.32
	ANNUAL	75,654.76	79,059.23	82,616.89	86,334.65	90,219.71	94,730.69
14	MONTHLY	8,052.11	8,213.15				
	HOURLY	46.45	47.38				
	OVERTIME	69.68	71.08				
	ANNUAL	96,625.34	98,557.85				
15	MONTHLY	8,683.65	8,965.87	9,257.26			
	HOURLY	50.10	51.73	53.41			
	OVERTIME	75.15	77.59	80.11			
	ANNUAL	104,203.76	107,590.39	111,087.07			

Note:

In 2022, the Step 1 sergeant wage increased to 10% above the Step 6 officer wage.

January 1 - June 30, 2023 Wage Schedule 2.0% Wage Increase

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	Police Officer	6,430.65	6,720.03	7,022.44	7,338.45	7,668.68	8,052.11
14	Corporal	8,213.15	8,377.42				
15	Sergeant	9,018.36	9,311.46	9,614.08			

MONTHLY, HOURLY, OVERTIME, ANNUAL WAGES

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	MONTHLY	6,430.65	6,720.03	7,022.44	7,338.45	7,668.68	8,052.11
	HOURLY	37.10	38.77	40.51	42.34	44.24	46.45
	OVERTIME	55.65	58.15	60.77	63.51	66.36	69.68
	ANNUAL	77,167.86	80,640.41	84,269.23	88,061.34	92,024.10	96,625.31
14	MONTHLY	8,213.15	8,377.42				
	HOURLY	47.38	48.33				
	OVERTIME	71.08	72.50				
	ANNUAL	98,557.85	100,529.00				
15	MONTHLY	9,018.36	9,311.46	9,614.08			
	HOURLY	52.03	53.72	55.47			
	OVERTIME	78.04	80.58	83.20			
	ANNUAL	108,220.35	111,737.51	115,368.98			

Note:

In 2023, the Step 1 sergeant wage increased to 12% above the Step 6 officer wage.

July 1 - December 30, 2023 Wage Schedule 2.0% Wage Increase

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	Police Officer	6,559.27	6,854.43	7,162.88	7,485.21	7,822.05	8,213.15
14	Corporal	8,377.42	8,544.97				
15	Sergeant	9,198.73	9,497.69	9,806.36			
MONTHLY, HOURLY, OVERTIME, ANNUAL WAGES							
GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	MONTHLY	6,559.27	6,854.43	7,162.88	7,485.21	7,822.05	8,213.15
	HOURLY	37.84	39.54	41.32	43.18	45.13	47.38
	OVERTIME	56.76	59.32	61.99	64.78	67.69	71.08
	ANNUAL	78,711.21	82,253.22	85,954.61	89,822.57	93,864.59	98,557.82
14	MONTHLY	8,377.42	8,544.97				
	HOURLY	48.33	49.30				
	OVERTIME	72.50	73.95				
	ANNUAL	100,529.00	102,539.58				
15	MONTHLY	9,198.73	9,497.69	9,806.36			
	HOURLY	53.07	54.79	56.58			
	OVERTIME	79.60	82.19	84.86			
	ANNUAL	110,384.75	113,972.26	117,676.36			

January 1 - June 30, 2024 Wage Schedule 2.0% Wage Increase

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	Police Officer	6,690.45	6,991.52	7,306.14	7,634.92	7,978.49	8,377.41
14	Corporal	8,544.97	8,715.86				
15	Sergeant	9,382.70	9,687.64	10,002.49			
MONTHLY, HOURLY, OVERTIME, ANNUAL WAGES							
GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	MONTHLY	6,690.45	6,991.52	7,306.14	7,634.92	7,978.49	8,377.41
	HOURLY	38.60	40.34	42.15	44.05	46.03	48.33
	OVERTIME	57.90	60.50	63.23	66.07	69.04	72.50
	ANNUAL	80,285.44	83,898.28	87,673.70	91,619.02	95,741.88	100,528.97
14	MONTHLY	8,544.97	8,715.86				
	HOURLY	49.30	50.28				
	OVERTIME	73.95	75.43				
	ANNUAL	102,539.58	104,590.38				
15	MONTHLY	9,382.70	9,687.64	10,002.49			
	HOURLY	54.13	55.89	57.71			
	OVERTIME	81.20	83.84	86.56			
	ANNUAL	112,592.45	116,251.70	120,029.88			

July 1 - December 31, 2024 Wage Schedule 2.0% Wage Increase

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	Police Officer	6,824.26	7,131.35	7,452.26	7,787.62	8,138.06	8,544.96
14	Corporal	8,715.86	8,890.18				
15	Sergeant	9,570.36	9,881.39	10,202.54			
MONTHLY, HOURLY, OVERTIME, ANNUAL WAGES							
GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	MONTHLY	6,824.26	7,131.35	7,452.26	7,787.62	8,138.06	8,544.96
	HOURLY	39.37	41.14	42.99	44.93	46.95	49.30
	OVERTIME	59.06	61.71	64.49	67.39	70.43	73.95
	ANNUAL	81,891.15	85,576.25	89,427.18	93,451.40	97,656.72	102,539.55
14	MONTHLY	8,715.86	8,890.18				
	HOURLY	50.28	51.29				
	OVERTIME	75.43	76.93				
	ANNUAL	104,590.38	106,682.18				
15	MONTHLY	9,570.36	9,881.39	10,202.54			
	HOURLY	55.21	57.01	58.86			
	OVERTIME	82.82	85.51	88.29			
	ANNUAL	114,844.30	118,576.74	122,430.48			

June 24, 2015 Revised 10/12/2017

Memorandum of Understanding re. Establishment of a Canine Unit

Memorandum of Understanding

This Memorandum of Understanding is between the City of Anacortes and the Anacortes Police Guild (Commissioned Employees)

Re: Establishment of a Canine Unit

POLICE CANINE OVERTIME

The parties recognize that care and grooming of canines can and will be performed on-duty. The parties agree that the officer assigned to the Canine Unit shall be authorized a maximum of 30 minutes per shift and a maximum of 30 minutes per day on non work days for a maximum of 3.5 hours per week at straight time for incidental care and grooming at the officer's home or other location other than Police Department. The officer assigned to the Canine Unit shall report use of these hours to their supervisor and the supervisor shall maintain accurate records for FLSA purposes.

Overtime and Callbacks exclusive of care, grooming, exercising, and matters related to the animal shall be covered by this Memorandum of Understanding. Officers assigned to the Canine Unit will not be eligible for the 30 minutes of incidental care and grooming while the canine is being kenneled at the City's expense.

POLICE CANINE UNIT SPECIALTY PAY

A Police Officer assigned to the Canine Unit shall receive Specialty Pay as described in Article 18.2.

Any callback assignment shall be deemed overtime and shall be paid according to Article 4 of the Collective Bargaining Agreement. Management reserves the right to reassign the officer from the canine assignment at any time that is necessary according to Article 13 of the Collective Bargaining Agreement.

An officer assigned to the Police Canine Unit shall assume the responsibility for the handling, training, and retraining of the canine assigned to the Officer, exclusive of the costs of required training done with the Training Contractor specified by the City.

The City shall pay all sums incurred by the officer, when prior approval is obtained from management, for care and maintenance of the animal. In addition, City shall pay for routine and emergency veterinary maintenance and care.

POLICE CANINE UNIT HOURS OF WORK

Except for scheduled training sessions, a Police Officer assigned to the Canine Unit works an 8.5 hour shift, except in emergency situations as defined by the Chief of Police or designee. The parties recognize a 14 day 7(k) work period.

Shift 8.5 hour power shift 1600 to 0030 on weeknights, 1800 to 0230 on Friday and Saturday with a two week rotation:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Off	1600-0030	1600-0030	1600-0030	1800-0230	1800-0230	Off
Off	1600-0030	1600-0030	1600-0030	1800-0230	Off	Off

The work year is based on 2080 hours. This above alternate schedule provides 2060 hours. The remaining 20 hours are due to the City by the year's end. The twenty hours shall be used for scheduling training and/or firearms qualifications. There will be no additional compensation for these 20 hours, since they are already built, into the salary schedule. If an employee has not used the 20 hours by years end, the time will be deducted from an employee's vacation balance.

CANINE UNIT ASSIGNMENT/REASSIGNMENT

An officer shall provide services to the City as a canine handler for a minimum of five (5) years. However, the term of assignment of a Police Officer assigned to the Canine Unit shall terminate upon the occurrence of any of the following events:

1. Termination of Police Officer's employment with the City.
2. Police Officer's suspension from City for thirty (30) or more days; or absence without leave for sixty (60) or more days.
3. Police Officer's voluntary change in assignment to the extent that the services or use of a canine are not required.
4. Police Officer's reassignment, upon request of employee or done by management, from the canine duty.
5. Promotion of the Police Officer to the rank of Corporal or Police Sergeant.

The term of assignment of a Police Officer assigned to the Canine Unit may terminate upon the occurrence of any of the following events:

1. Death of a canine.
2. Canine's disability to perform police work as determined by the Department.
3. Substandard performance by the Officer or Canine as determined by the discretion of the Chief.

CANINE UNIT EQUIPMENT

The City will provide the following equipment:

- 1 winter jumpsuit
- 1 summer jumpsuit
- 3 dog leads (various lengths)
- 1 Harness
- 1 Dog grooming equipment
- 1 Concrete pad (installed at officer home)
- 1 Kennel (installed at officer home)
- 1 Padlock for Kennel
- 1 Dog vest or harness
- 1 Training collar

By _____
Chad Pruiett
Anacortes Police Guild President

By _____
Laurie M. Gere, Mayor

By _____
Rob Leetz
Anacortes Police Guild Vice President

By _____
Emily C. Schuh, Admin Services

By _____
John Small, Chief

ATTEST:

By _____
Steve Hogle, City Clerk.