Anacortes City Council

Municipal Building Council Chambers
904 6th Street

June 24, 2019

6:00 p.m.

PRELIMINARY AGENDA

Packet Materials / Watch Meeting

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Announcements and Committee Reports**

4. **Public Comment**

5. **Consent Agenda (Action)**
   a. Minutes of June 17, 2019
   b. Approval of Claims in the amount of: $642,750.54

6. **Public Hearings**

7. **Other Business**
   a. * Samish Indian Nation Land Reaffirmation Act (Discussion/Possible Action)
   b. * Municipal Fiber Update (Discussion)
   c. Contract Award: Fiber Network Engineering Consultant #19-112-FBR-001 (Action)
   d. * Ordinance 3045: Amending Section 13.08.110(D) and Adding New Chapter 13.50 (Discussion/Possible Action)
   e. * Resolution 2050: Unified Fee Schedule Update: Add Fiber Fees (Discussion/Possible Action)
   f. * Resolution 2042: Authorizing Tourism Promotion Funds to Heart of Anacortes Summer Concert Series (Discussion/Possible Action)
   g. * Purchasing Practices (Discussion)

8. **Adjournment**

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in, and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting.

The City of Anacortes encourages people with disabilities to participate in public meetings.
For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning July 1, 2019

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

July 1, 2019

•Contract Award: Downtown Sidewalks Phase 4, #19-009-TRN-002 (Action)
•Contract Award: 2019 Asphalt Overlay, #19-004-TRN-003 (Action)
•Contract Award: Fiber Optic Telemetry HPDE Fittings and Micro Duct Purchase #14-056-IDS-011 (Action)

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July 8, 2019

Special Meeting: 5:30 All Council Training: Microsoft Surface Books and Office 365 Rollout to Council Members

•Contract Award: March Point Area Roadway Repair 2019 #19-007-TRN-001 (Consent)
•Contract Award: Anacortes Public Library Roof Replacement #19-110-FAC-001 (Consent)
•Contract Award: Senior Center Metal Roof #19-066-FAC-001 (Consent)
•Update on Combined Sewer Overflow (CSO) Reduction Study (Discussion)

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July 15, 2019

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July 22, 2019

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August 5, 2019

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August 12, 2019

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August 19, 2019

•Closed Record Decision Hearing, Calwest Inc., Ferry Terminal Road Conditional Use Permit to permit construction of 9-duplexes & preliminary approval of 9-lot short plat (Discussion/Possible Action)

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August 26, 2019

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Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Planning, Monday, Jun 24, 2019, 5:00 PM, Main Conference Room, City Hall
•Finance, Wednesday, Jun 26, 2019, 5:00 PM, Main Conference Room, City Hall
•Public Works, Monday, Jul 1, 2019, 5:00 PM, Main Conference Room, City Hall
•Port/City Liaison, Tuesday, Jul 2, 2019, 8:30 AM, Port of Anacortes
•Planning, Monday, Jul 8, 2019, 5:00 PM, Main Conference Room, City Hall
•Finance, Wednesday, Jul 10, 2019, 5:00 PM, Main Conference Room, City Hall
•Skagit County Law & Justice Council, Wednesday, Jul 10, 2019, 8:15 AM, Mount Vernon
•Public Works, Monday, Jul 15, 2019, 5:00 PM, Main Conference Room, City Hall

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

Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

June 24, 2019
6:00 p.m.

PUBLIC COMMENT SIGN IN SHEET

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

Please print your name legibly so we can recognize you correctly in the minutes. Thank you!

Name	Topic
Pat Robinson	Tents

Continue on back of sheet as needed

Mayor Laurie Gere called to order the Anacortes City Council meeting of June 17, 2019 at 6:00 p.m. Councilmembers Eric Johnson, Anthony Young, Ryan Walters, Brad Adams, Carolyn Moulton, Bruce McDougall and Matt Miller were present.

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Oath of Fire Department Chaplain Rusty Van Deusen: Fire Chief Dave Oliveri issued the oath of office to Fire Service Chaplain Rusty Van Deusen.

ABPAC and Open Streets Update: Warren Tessler, representing the Anacortes Bike/Pedestrian Advisory Committee, updated Council on the committee's activities and the 6th annual Open Streets event scheduled for August 25, 2019. Mr. Tessler thanked city staff for their assistance to produce the event. Mr. Tessler recognized ABPAC members John Pope, Kim Sharp, and Steve Jahn who were present. Mr. Pope commented on the League of American Bicyclists' designation of Anacortes as a bicycle friendly community at the bronze level and suggested ways that Anacortes could achieve higher silver status. Mr. Pope and Mr. Tessler asked the city to dedicate .25 FTE of staff time to focus on non-motorized transportation in the city in support of established Comprehensive Plan goals.

Finance Committee: Mr. Walters reported from the committee meeting the prior week including the following topics: a recently prepared facility roof condition inventory, Senior Center roof replacement and budget amendment for same, Museum maintenance and budget amendment for same, adoption of Action Minutes format for City Council meetings, an upcoming staff presentation regarding Amazon purchases, and a proposed utility fee discount for autopay/paperless billing customers.

Finance Director Steve Hoglund requested a head nod from councilmembers to go out to bid for replacement of the Senior Center roof, noting that the project needed to bid immediately in order to complete in 2019. Mr. Hoglund advised that in the next few weeks he would seek Council action on a $100K budget amendment which was necessary to complete the $250K project in addition to the $150K already budgeted. Councilmembers nodded.

Public Works Committee: Mr. Adams reported from the committee meeting earlier in the evening at which those present discussed the Combined Sewer Overflow (CSO) project. Mr. Adams said a report was due back from consultant HDR later in the summer suggesting means of handling storm events and that Council would receive an update at that time.

Ms. Moulton reported from the Anacortes Community Meeting on homelessness the prior Thursday at the Senior Center, which was well attended by service providers and other interested parties including Councilmembers Young and Johnson. Councilmembers and Mayor Gere noted enthusiasm and interest to address homelessness and a need to coordinate resources to avoid duplication of effort.

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

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

a. Minutes of May 28, 2019, June 3, 2019 and June 10, 2019
b. Approval of Claims in the amount of: $498,479.29
c. Street Fair Applications: 4th of July Parade, Anacortes Arts Festival

The following vouchers/checks were approved for payment: EFT numbers: 93549 through 93588, total $177,005.38 Check numbers: 93589 through 93636, total $320,690.68 Wire transfer numbers: 251310 through 251477, total $453.23

OTHER BUSINESS

Lodging Tax Advisory Committee Member Appointments

Finance Director Steve Hoglund requested that Council reappoint the seven members of the Lodging Tax Advisory Committee to serve another year. Mr. Hoglund reviewed the committee composition, referring to his slides in the packet materials for the meeting. Mr. Adams moved, seconded by Mr. Johnson, to approve the appointment to the LTAC of Matt Miller as chair and Mark Lione, Erik Schorr, Russ Olivier, Andy Stewart, Pam Audette, and Karla Locke as committee Members. Vote: Ayes – Young, Walters, Adams, Moulton, McDougall, Miller and Johnson. Motion carried.

July 4th Celebration Update

Parks and Recreation Director Jonn Lunsford presented an update on the celebration plans and on donations received to date. He thanked Culbertson Marine for donating the barge and tug for the fireworks display valued at nearly $8,000. Mr. Lunsford reviewed the series of events planned for the 4th of July. His slide presentation was added to the packet materials for the meeting. Mr. Lunsford thanked all the city staff and community members who volunteered to produce the events.

Executive Session

At approximately 7:08 p.m. Mayor Gere announced that City Council and the City Attorney would convene in Executive Session per RCW 42.30.110(i) for approximately 30 minutes to discuss potential litigation or litigation and that following the executive session the meeting would adjourn with no action having been taken. Councilmembers Eric Johnson Ryan Walters, Brad Adams, Carolyn Moulton, Bruce McDougall and Matt Miller attended the executive session. Councilmember Anthony Young attended a portion of the executive session.

There being no further business, at approximately 7:48 p.m. the Anacortes City Council meeting of June 17, 2019 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 June 24, 2019 City Council meeting:

Download this file in OpenDocument spreadsheet format.

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
251775	2/20/2019	1419-W01	BLYTHE PLUMBING & HEATING, INC	FIRE STATION I & II CO-RAY-VAC HEATER PREVENTATIVE MAINTENANCE	$ 478.49	pw1
251876	2/26/2019	2019-0017	COMMUNITY ACTION OF SKAGIT CTY	COMMUNITY ACTION AGENCY OF SKAGIT COUNTY AGREEMENT 2018	$ 10,000.00	plan
251630	4/30/2019	1220810	FOSTER PEPPER PLLC	WTP MATTER NO. 96	$ 119,558.54	legal
251612	5/3/2019	637490	HASA, INC	SODIUM HYPOCHLORITE	$ 5,272.88	dwwtp
251072	5/3/2019	19091	SUNLAND BARK & TOPSOILS	SOIL	$ 52.72	parkscc1
251756	5/3/2019	19090	SUNLAND BARK & TOPSOILS	SOIL	$ 79.08	parks1
251856	5/7/2019	12594638	WILBUR-ELLIS COMPANY, LLC	FERTILIZER. PICKED UP. 8.5%	$ 127.76	parks1
251770	5/15/2019	17569	FLOORING CONNECTIONS	RUBBER COVE BASE FOR FIRESTATION 1	$ 433.46	pw1
251768	5/17/2019	WAANA115540	FASTENAL COMPANY	RESTOCK MAINTENANCE SUPPLIES	$ 318.33	dwwtp
251699	5/21/2019	13346	ANACORTES CHAMBER OF COMMERCE	ART WALK - JUNE	$ 25.00	parks1
251767	5/21/2019	WAANA115661	FASTENAL COMPANY	PIPE ELBOWS	$ 34.86	dwwtp
251766	5/23/2019	WAANA115733	FASTENAL COMPANY	HEAVY DUTY PTFE TAPE	$ 5.38	dwwtp
251517	5/25/2019	41659	SENSOURCE	2019 RENEWAL SOFTWARE 6/30/19-6/30/2020	$ 480.00	publib
251898	5/27/2019	5004959912	FERRELLGAS, LP	MAY PROPANE INVOICE - AUTOGAS ACCOUNT	$ 628.97	finance
251479	5/29/2019	751318	CASCADE COLUMBIA DISTRIBUTION	FLUORIDE - 1 PALLET	$ 1,980.00	dwtp
251772	5/29/2019	19411.03-1	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: DIDGWALIC PHASE II	$ 1,270.33	plan
251773	5/29/2019	19411.04-1	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: SALISH HOTEL	$ 446.80	plan
251878	5/30/2019	258973	BAY CITY SUPPLY	FACILITY SUPPLIES	$ 622.37	pwfac
251694	5/31/2019	13460	RICK'S REFRIGERATION, INC.	REPAIR WORK SENIOR CENTER	$ 332.49	hr
251549	5/31/2019	INV029063	WASHINGTON ASSOCIATION OF	ACCREDITATION APPLICATION FEE AND STAFF TIME PER CONTRACT	$ 1,428.29	apd
251877	6/1/2019	002	JETER, RUSSELL	TRAILER LEASE AGREEMENT - APRIL, MAY, JUNE 2019	$ 3,000.00	medic
251845	6/3/2019	AFD 19	ISLAND HOSPITAL	APRIL AMBULANCE SUPPLIES	$ 1,897.37	medic
251486	6/3/2019	200012505505	PUGET SOUND ENERGY INC	WTP 5/1-5/31/19	$ 76,043.29	dwtp
251754	6/5/2019	4543677	FAMILY CARE NETWORK PLLC	PRE-EMPLOYMENT PHYSICAL	$ 276.00	apd
251435	6/5/2019	12001952181	HDR ENGINEERING, INC	PILOT-SCALE & FULL-SCALE TESTING FOR WTP FILTERS RE-RATING - 3/31/19-5/25/19	$ 23,614.77	dwtp
251836	6/5/2019	56018253	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	$ 54.08	medic
251830	6/5/2019	001-436224	PISTON SERVICE OF ANACORTES	SWITCHES- VEH #184	$ 8.57	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
251846	6/6/2019	94196128	SMOKEY POINT CONCRETE INC	6SK 7/8 AEA SHORT LOAD	$ 915.27	dshop
251495	6/6/2019	S20183811	SUPERIOR SYSTEMS, INC	GUARDS FOR WTP INTAKE STATION	$ 1,918.28	dwtp
251869	6/7/2019	362903	AIRMARK	PART- SIGN MACHINE	$ 41.31	dshop
251776	6/7/2019	44562	HERRERA ENVIRONMENTAL	HEART LAKE ALGE MANAGEMENT PROGRAM	$ 16,347.91	parks1
251777	6/7/2019	44563	HERRERA ENVIRONMENTAL	HEART LAKE 2018 AQUATIC PLANT SURVEY - 10/27/18-6/7/19	$ 1,184.31	parks1
251695	6/7/2019	2019-0957	ISLAND SASH & DOOR, INC.	HR OFFICE PROJECT	$ 998.68	pwfac
251779	6/7/2019	1633-31	MAKERS ARCHITECTURE	ZONING, DEV & DESIGN STDS - MAY 2019	$ 5,929.41	plan
251841	6/7/2019	56170500	MCKESSON MEDICAL-SURGICAL	ASSORTED ELECTRODE SENSORS	$ 23.02	medic
251844	6/7/2019	56189827	MCKESSON MEDICAL-SURGICAL	ELECTRODE SENSORS	$ 12.82	medic
251871	6/7/2019	220013297498	PUGET SOUND ENERGY INC	ELECTRICITY- CASINO DR UNDER TWIN BRIDGES	$ 71.13	dshop
251633	6/7/2019	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 5/8-6/6/19	$ 17.93	finance
251838	6/7/2019	26928	WESTERN SYSTEMS REFUSE &	LIFT CYLINDER- VEH #512	$ 782.85	dshop
251899	6/9/2019	1166603	SKAGIT PUBLISHING LLC	POSITION AD, PERMIT SERV. COORDINATOR	$ 605.87	hr
251614	6/10/2019	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 6/19-7/18/19	$ 230.43	finance
251615	6/10/2019	8493 30 017 0490698	COMCAST	CITY HALL INTERNET CONNECTION 6/20-7/19/19	$ 186.15	finance
251745	6/10/2019	INV1968665	COPIERS NORTHWEST	CANON/IRC5560I FINANCE/OPS/WWTP 5/8-6/7/19	$ 259.85	finance
251774	6/10/2019	3348810	DAILY JOURNAL OF COMMERCE	LEGAL NOTICE - MARCH POINT AREA ROAD REPAIR	$ 88.80	pw1
251636	6/10/2019	137015	FIDALGO ANIMAL MEDICAL CENTER	K9 T-BONE WELLMESS EXAM; LEPTOSPIROSIS AND KENNEL COUGH	$ 54.50	apd
251778	6/10/2019	1200196976	HDR ENGINEERING, INC	BLUE HERON CIRCLE RESERVOIR PROJECT DESIGN - 3/31/19-6/8/19	$ 7,006.59	pw1
251905	6/10/2019	40503246	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	$ 89.30	publib
251904	6/10/2019	40503247	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	$ 297.35	publib
251906	6/10/2019	40503248	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	$ 53.44	publib
251496	6/10/2019	ContractPadovan	PADOVAN, MARIE	PAYMENT FOR INSTRUCTING SPRING DOG OBEDIENCE	$ 756.00	pkrec
251842	6/10/2019	300000305007	PUGET SOUND ENERGY INC	SKYLINE ST LIGHTS/ METER VAULTS: 05/02-05/31/19	$ 411.24	dshop
251854	6/10/2019	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT (SERVICE DATES)	$ 2,873.39	parks1
251858	6/10/2019	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 5/6 - 6/5	$ 736.34	medic
251860	6/10/2019	300000290035	PUGET SOUND ENERGY INC	MUSEUM 5/7-6/5/19	$ 170.16	museum
251697	6/10/2019	1166622	SKAGIT PUBLISHING LLC	PUBLISH SVH-1909412	$ 120.90	finance
251880	6/11/2019	259488A	BAY CITY SUPPLY	FACILITY SUPPLIES	$ 307.32	pwfac
251879	6/11/2019	259797	BAY CITY SUPPLY	FACILITY SUPPLIES	$ 145.83	pwfac

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251881	6/11/2019	259836	BAY CITY SUPPLY	FACILITY SUPPLIES	$ 283.49	pwfac
251638	6/11/2019	8498 30 017 0464628	COMCAST	WA PARK INTERNET 6/21-7/20/19	$ 106.15	finance
251551	6/11/2019	01-38674	CUMMINS, INC.	REPAIRS- #6-953	$ 1,285.38	dshop
251611	6/11/2019	19-19114	EDGE ANALYTICAL, INC	THICKENED SLUDGE TESTING	$ 50.00	dwwtp
251610	6/11/2019	19-19115	EDGE ANALYTICAL, INC	THICKENED SLUDGE TESTING	$ 579.00	dwwtp
251901	6/11/2019	1255576864	GRAY, MATTHEW	DENTAL SERVICES, LEOFF1	$ 189.00	hr
251550	6/11/2019	001-436896	PISTON SERVICE OF ANACORTES	BRAKE CLEANER- SHOP	$ 156.01	dshop
251764	6/11/2019	001-436904	PISTON SERVICE OF ANACORTES	MISC FILTERS- SHOP STOCK	$ 205.73	dshop
251829	6/11/2019	001-436918	PISTON SERVICE OF ANACORTES	BRAKE PADS, ROTORS- VEH #138A	$ 441.12	dshop
251748	6/11/2019	301264	SMILEY'S INC	48" X 60' EXPANDED ALUMINUM - VEH #865	$ 117.18	dshop
251839	6/11/2019	277594	U.S. MOWER	DECK CYLINDER- VEH #704	$ 725.53	dshop
251552	6/11/2019	331 0465761	UNIFIRST CORPORATION	UNIFORM LAUNDERING	$ 59.39	wdist
251852	6/11/2019	114-8623312	UNITED SITE SERVICES, INC	TENNIS COURTS TOILET 6/1 - 6/28/19	$ 82.73	parks1
251837	6/11/2019	U014A773	VANDERYACHT PROPANE, INC.	STA 3: REFILL FOR TEMPORARY	$ 20.33	medic
251848	6/11/2019	93445R	VECA ELECTRIC & TECHNOLOGIES	DANIELS FIELD ELECTRICAL PANEL WORK	$ 1,327.70	parks1
251512	6/11/2019	RefundWard	WARD, ANNA OLSON	REFUND CANCELLED CAMPSITE FEES	$ 61.00	parks1
251780	6/12/2019	Pay App 1	C JOHNSON CONSTRUCTION, INC	HADDON ROAD WATERLINE PROJECT	$ 57,090.57	pw1
251771	6/12/2019	Pay App 4	C JOHNSON CONSTRUCTION, INC	2019 WATERLINE REPLACEMENT PROJECT	$ 107,112.06	pw1
251857	6/12/2019	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 5/14 - 6/11	$ 26.49	medic
251629	6/12/2019	1222656	FOSTER PEPPER PLLC	WTP MATTER NO. 96	$ 65,814.66	legal
251872	6/12/2019	41600318308	LES SCHWAB TIRE CENTERS	DISMOUNT & MOUNT TIRES- VEH #514	$ 76.09	dshop
251855	6/12/2019	925395	LIFE ASSIST, INC	ASSORTED BP CUFFS	$ 135.16	medic
251849	6/12/2019	IN1349288	MUNICIPAL EMERGENCY SERVICES	DIAPHRAM & VALVE ASSEMBLY (SCBA)	$ 192.49	medic
251747	6/12/2019	12833	NW COMMUNICATIONS, INC	ANTENNA & CONNECTORS- VEH #008B	$ 608.69	dshop
251749	6/12/2019	001-436985	PISTON SERVICE OF ANACORTES	OPERATING SUPPLIES FOR #403 & #6956	$ 153.69	dshop
251834	6/12/2019	001-436998	PISTON SERVICE OF ANACORTES	FITTINGS- VEH #704	$ 7.34	dshop
251832	6/12/2019	001-436999	PISTON SERVICE OF ANACORTES	TAP- VEH #704	$ 14.13	dshop
251835	6/12/2019	001-437021	PISTON SERVICE OF ANACORTES	HYDRAULIC HOSES- VEH #704	$ 49.92	dshop
251743	6/12/2019	1167391	SKAGIT PUBLISHING LLC	PUBLISH AA-1909816 AA-1909948	$ 320.74	finance
251865	6/13/2019	362970	AIRMARK	OPERATING SUPPLIES- SIGN MACHINE	$ 822.86	dshop
251635	6/13/2019	3534	ANACORTES TOWING, LLC	TOWING; APD CASE 19-A03922	$ 163.05	apd
251896	6/13/2019	1991284470	ARAMARK	OPS: MAT CLEANING 06/13/19	$ 41.63	dshop
251752	6/13/2019	1991284461	ARAMARK	APD NYLON MATS CLEANED	$ 16.31	apd
251760	6/13/2019	1991284469	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	$ 62.43	finance
251882	6/13/2019	259892	BAY CITY SUPPLY	FACILITY SUPPLIES	$ 366.05	pwfac
243995	6/13/2019	8729	BUD CLARY CHEVROLET, INC.	FIRE DEPT CHEVROLET TAHOE #210A	$ 47,030.42	dshop
251623	6/13/2019	143-2930-00	CALLAHAN, WANDA	Refund for overpayments on closed account	$ 75.00	finance
251624	6/13/2019	143-2930-00	CALLAHAN, WANDA	Refund for overpayments on closed account	$ 75.00	finance

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251625	6/13/2019	143-2930-00	CALLAHAN, WANDA	Refund for overpayments on closed account	$ 75.00	finance
251626	6/13/2019	143-2930-00	CALLAHAN, WANDA	Refund for overpayments on closed account	$ 75.00	finance
251627	6/13/2019	143-2930-00	CALLAHAN, WANDA	Refund for overpayments on closed account	$ 62.28	finance
251619	6/13/2019	400-8000-02	COMPTON, CHRISTOPHER	Refund for overpayment on account	$ 36.16	finance
251620	6/13/2019	400-8000-02	COMPTON, CHRISTOPHER	Refund for overpayment on closed account	$ 105.69	finance
251621	6/13/2019	440-0420-01	CONNORS, CHRISTOPHER & SARAH	Refund for overpayment on closed account	$ 89.39	finance
251634	6/13/2019	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; MAY 2019	$ 522.00	apd
251870	6/13/2019	19-21452	EDGE ANALYTICAL, INC	FIBER CHROMOGENIC COLIFORM TEST	$ 15.00	dshop
251617	6/13/2019	141-2330-02	GINGERY, NATHAN	Refund for payment on closed account	$ 116.41	finance
251618	6/13/2019	100-0680-01	HAMILL, SAM	Refund for overpayment on closed account	$ 102.99	finance
251850	6/13/2019	IN1349705	MUNICIPAL EMERGENCY SERVICES	DIAPHRAM & VALVE ASSEMBLY (SCBA)	$ 245.00	medic
251616	6/13/2019	110-1720-01	PAYNE, JIMMY LEE	Refund for overpayment on closed account	$ 111.33	finance
251761	6/13/2019	001-437118	PISTON SERVICE OF ANACORTES	STRIP ADHESIVE- VEH #403	$ 11.95	dshop
251622	6/13/2019	071-5170-03	SCOTT, IAN	Refund for overpayment on closed account	$ 114.19	finance
251746	6/13/2019	114516	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	$ 87.50	dshop
251833	6/13/2019	114512	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	$ 87.50	medic
251628	6/13/2019	114513	WALTON BEVERAGE COMPANY, INC	WWTP BREAKROOM SUPPLIES	$ 52.50	dwwtp
251769	6/13/2019	19-6093	WESTERN DISPLAY FIREWORKS, LTD	4TH OF JULY FIREWORKS 2019	$ 20,625.00	parks1
251637	6/14/2019	10162140-10162138	BROWN, LINDSEY	CAMPING REFUND-MULTIPLE DATES	$ 288.00	parks1
251759	6/14/2019	19-19613	EDGE ANALYTICAL, INC	MERCURY MODULE DISPOSAL TESTING	$ 220.00	dwwtp
251758	6/14/2019	19-19619	EDGE ANALYTICAL, INC	MERCURY MODULE DISPOSAL TESTING	$ 220.00	dwwtp
251700	6/14/2019	10162098	LOCKWOOD, LINDA	REFUND-7/12-7/16 AND 7/22	$ 102.00	parks1
251831	6/14/2019	93386384	PCM BUSINESS DIRECT	ANNUAL UPDATE MS OFFICE AND WINDOWS OS.	$ 26,301.05	infosys
251546	6/14/2019	B10115598	SHI INTERNATIONAL CORP.	ADOBE ACROBAT PRO LICENSES FOR BUILDING DEPARTMENT	$ 234.79	infosys
251698	6/14/2019	20190447	SYSTEMS DESIGN WEST, LLC	AMBULANCE BILLING MAY	$ 4,393.95	finance
251840	6/14/2019	1862312	WASHINGTON TRACTOR, INC	OPERATING SUPPLIES- #708 & #704	$ 843.50	dshop
251847	6/14/2019	1862313	WASHINGTON TRACTOR, INC	REAR VIEW MIRROR #423	$ 124.79	dshop
251891	6/15/2019	00240-MAR19	CAMPBELL LAW FIRM	PUB DEF CONFL	$ 8.50	court
251889	6/15/2019	00447-MAR19	CAMPBELL LAW FIRM	PUB DEF CONFL	$ 42.50	court
251892	6/15/2019	00462-MAR19	CAMPBELL LAW FIRM	PUB DEF CONFL	$ 127.50	court
251890	6/15/2019	00475-MAR19	CAMPBELL LAW FIRM	PUB DEF CONFL	$ 42.50	court
251888	6/15/2019	00531-MAR19	CAMPBELL LAW FIRM	PUB DEF CONFL	$ 161.50	court
251887	6/15/2019	00533-MAR19	CAMPBELL LAW FIRM	PUB DEF CONFL	$ 93.50	court
251886	6/15/2019	00454-MAR19	CAMPBELL LAW FIRM	PUB DEF CONFL	$ 59.50	court
251448	6/15/2019	June 2019	KORTERUD, WAYNE D	INDIGENT SCREENING JUNE 2019	$ 375.00	court
251091	6/15/2019	June 2019	SKAGIT LAW GROUP PLLC	PROSECUTING ATTORNEY SERVICES JUNE 2019	$ 6,120.00	legal

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
251753	6/15/2019	00005W5A83249	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK END 6-15-19	$ 9.30	apd
251750	6/17/2019	3535	ANACORTES TOWING, LLC	TOWING; APD CASE 19-A04005	$ 135.88	apd
251751	6/17/2019	3536	ANACORTES TOWING, LLC	TOWING; APD CASE 19-A03977	$ 163.05	apd
251765	6/17/2019	1991288274	ARAMARK	LAUNDRY SERVICE FOR WWTP	$ 73.61	dwwtp
251894	6/17/2019	2-582138	DIAMOND RENTALS, INC.	COIL- #13911	$ 30.89	dshop
251895	6/17/2019	3986-427716	O'REILLY AUTO PARTS	OIL FILTERS- #016 & #182	$ 16.50	dshop
251851	6/17/2019	S20183877	SUPERIOR SYSTEMS, INC	CLAMP - CUSTOM ORDER	$ 243.71	parks1
251875	6/18/2019	19-079-FAC-0011	FLOORING CONNECTIONS	RETAINAGE RELEASE	$ 984.51	pw1
251862	6/18/2019	18-102-SEW-0011	VECA ELECTRIC & TECHNOLOGIES	RETAINAGE RELEASE	$ 741.18	pw1
251864	6/27/2019	19-085-FAC-0011	ISLAND SASH & DOOR, INC.	RETAINAGE RELEASE	$ 48.10	pw1
251868	6/27/2019	19-088-FAC-0011	THE PLUMBING GUYS, INC	RETAINAGE RELEASE	$ 959.61	pw1

Total **$642,750.54**

SAMISH LAND TRUST REAFFIRMATION BILL

June 24, 2019

Anacortes City Council

HR 2961

- Introduced by Representative Rick Larsen May 23, 2019:
  - Reaffirms NW Regional BIA Director decision of November 9, 2018 to take 6.7 acres of land at Campbell Lake South into trust on behalf of Samish Indian Nation

CAMPBELL LAKE SOUTH PROPERTY PARCELS

The Samish Indian Nation cannot accept any responsibility forerrors, omissions, or positional accuracy within this map. The information depicted on this map represents general location.

Campbell Lake South Parcel Information

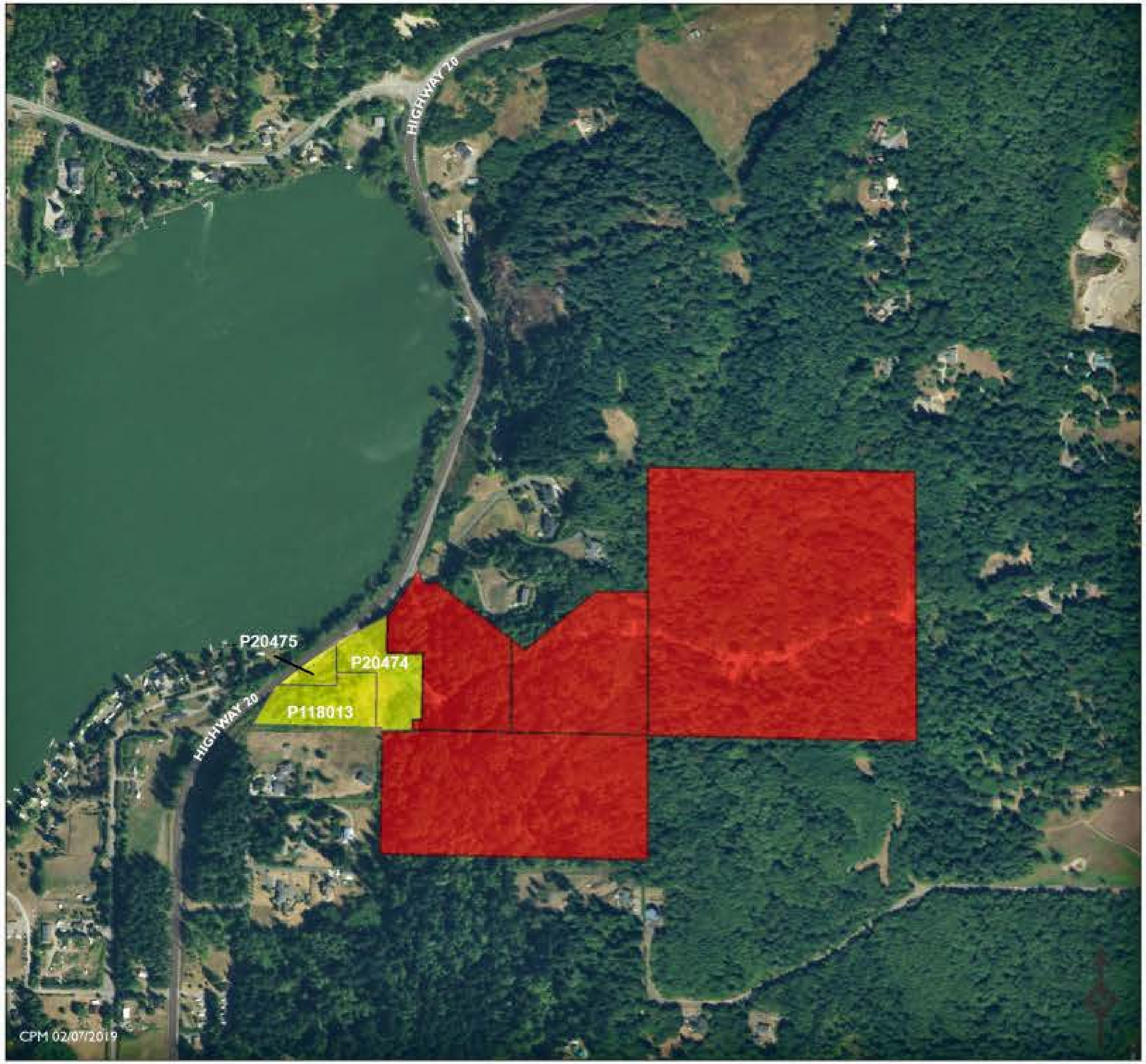
P118013	3.69 Acres
P20474	2.23 Acres
P20475	0.69 Acres

0 250 500 750 1,000 Feet

Key

CLS Parcels

Trust Parcels



Samish Indian Nation
OF WASHINGTON

May 27, 2019

Mayor Laurie Gere
City of Anacortes
PO Box 547
Anacortes, WA 98221

Dear Mayor Gere:

On behalf of the Samish Indian Nation, we thank you for your friendship and value our cooperative relationship with the City. As you know, the Tribe has long sought federal land-into-trust legislation to help us rebuild our community and improve the governmental services we provide. To that end, Rep. Rick Larsen introduced H.R. 2961, the Samish Indian Nation Trust Land Reaffirmation Act, on May 23, 2019, in the U.S. House of Representatives to reaffirm the Bureau of Indian Affairs (BIA) decision on November 9, 2018, to take 6.7 acres of land at Campbell Lake South, outside of City limits, into trust for the benefit of the Tribe. This legislation would protect the BIA's decision from frivolous litigation filed by a nearby tribe and provide finality to allow the Tribe and the BIA to move forward in putting this 6.7 acres into trust. Our hope is that the U.S. Congress can pass H.R. 2961 during this 116th Congress before it concludes at the end of next year.

The Tribe very much appreciates the Anacortes City Council's long-standing support for our federal legislative efforts that have spanned over a decade, including the City of Anacortes' July 2017 letter of support for H.R. 2320, the Samish Indian Nation Land Conveyance Act, introduced by Representative Rick Larsen in the 115th Congress (2017-18) and the opportunity two years ago to explain the purpose and need for this legislation.

We respectfully request the support from the City for H.R. 2961. If helpful, please find enclosed a draft support letter as an example for your consideration and review. Also, please find enclosed a copy of H.R. 2961 and a map of the 6.7 acres at Campbell Lake South accompanying the bill.

We look forward to hearing from you and continuing our positive collaboration. Please do not hesitate to contact me if there are any questions.

Sincerely,

Thomas D. Wooten
Chairman

MAILING ADDRESS: P.O. BOX 217 • ANACORTES, WA 98221
LOCATION: 2918 COMMERICAL AVE • ANACORTES, WA 98221
PHONE: (360) 293-6404 • **Fax:** (360) 299-0790 • www.samishtribe.nsn.us

June 19, 2019

The Honorable Maria Cantwell
United States Senate
511 Dirksen Senate Office Building
Washington DC 20510
E-mail: Megan_Thompson@Cantwell.senate.gov

Re: Support for H.R. 2961, the Samish Indian Nation Land Reaffirmation Act

Dear Senator Cantwell:

I write on behalf of the City of Anacortes to express our support for H.R. 2961, the Samish Indian Nation Land Reaffirmation Act, which would reaffirm the Bureau of Indian Affairs Northwest Regional Director's November 9, 2018 decision to take 6.7 acres of land owned by the Samish Indian Nation into trust for the benefit of the Tribe. We also write to respectfully request your support for the passage of this legislation in the 116th Congress.

H.R. 2961 will enable the Samish Indian Nation to move forward by finalizing the trust status of their land which will help them to preserve their culture; provide housing, health care, and education; and meet the many other needs of the Tribe's citizens.

The bill has the strong support of not only the City of Anacortes, but many of the Tribe's other neighbors, including Skagit County, and local state representatives. The City of Anacortes and the Samish Indian Nation have formed a close and cooperative working relationship since the Tribe was restored to federal recognition in 1996. We believe that reaffirming the Bureau of Indian Affairs' decision to take these lands into trust will greatly benefit the City of Anacortes and Skagit County through increased economic activity in partnership with the Tribe.

The Samish Indian Nation has built goodwill and trust with its neighbors, and the City of Anacortes is proud to support the Samish Indian Nation in its efforts to establish a governing land base through the Land Reaffirmation Act.

In closing, we thank you for your ongoing support of the communities and governments of the Skagit Valley and our neighbors the Samish Indian Nation. Thank you for any consideration of this request to actively support and eventually enact the Samish Indian Nation Land Reaffirmation Act.

Respectfully,

Laurie Gere
Mayor

June 19, 2019

The Honorable Patty Murray
United States Senate
154 Russell Senate Office Building
Washington DC 20510
E-mail: Tre_Easton@Murray.senate.gov

Re: Support for H.R. 2961, the Samish Indian Nation Land Reaffirmation Act

Dear Senator Murray:

I write on behalf of the City of Anacortes to express our support for H.R. 2961, the Samish Indian Nation Land Reaffirmation Act, which would reaffirm the Bureau of Indian Affairs Northwest Regional Director's November 9, 2018 decision to take 6.7 acres of land owned by the Samish Indian Nation into trust for the benefit of the Tribe. We also write to respectfully request your support for the passage of this legislation in the 116th Congress.

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Respectfully,

Laurie Gere
Mayor

June 19, 2019

The Honorable Rick Larsen
U.S. House of Representatives
2113 Rayburn House Office Building
Washington, DC 20515
E-mail: Alexandra.Menardy@mail.house.gov

Re: Support for H.R. 2961, the Samish Indian Nation Land Reaffirmation Act

Dear Congressman Larsen:

I write on behalf of the City of Anacortes to thank you for introducing HR 2961, the Samish Indian Nation Land Reaffirmation Act, and to express our support for H.R. 2961, which would reaffirm the Bureau of Indian Affairs Northwest Regional Director's November 9, 2018 decision to take 6.7 acres of land owned by the Samish Indian Nation into trust for the benefit of the Tribe.

H.R. 2961 will enable the Samish Indian Nation to move forward by finalizing the trust status of their land which will help them to preserve their culture; provide housing, health care, and education; and meet the many other needs of the Tribe's citizens.

The bill has the strong support of not only the City of Anacortes, but many of the Tribe's other neighbors, including Skagit County, and local state representatives. The City of Anacortes and the Samish Indian Nation have formed a close and cooperative working relationship since the Tribe was restored to federal recognition in 1996. We believe that reaffirming the Bureau of Indian Affairs' decision to take these lands into trust will greatly benefit the City of Anacortes and Skagit County through increased economic activity in partnership with the Tribe.

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In closing, we thank you for your ongoing support of the communities and governments of the Skagit Valley and our neighbors the Samish Indian Nation.

Respectfully,

Laurie Gere
Mayor

116TH CONGRESS
1ST SESSION

H. R. ______

To reaffirm that certain land has been taken into trust for the benefit of the Samish Indian Nation, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

Mr. LARSEN of Washington introduced the following bill; which was referred to the Committee on ______________________________

A BILL

To reaffirm that certain land has been taken into trust for the benefit of the Samish Indian Nation, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the ''Samish Indian Nation Land Reaffirmation Act''.

SEC. 2. REAFFIRMATION OF TRUST LAND STATUS AND ACTIONS.

(a) IN GENERAL.—The decision dated November 9, 2018, and the actions taken by the Bureau of Indian Affairs Northwest Regional Director to approve the application of the Samish Indian Nation to take approximately 6.70 acres of land into trust as described in the decision for the benefit of the Samish Indian Nation are ratified and confirmed.

(b) APPLICATION.—This Act shall apply to all claims (including claims challenging the validity of title or the effectiveness of any action of the Secretary acquiring and taking land into trust) pending on the date of the enactment of this Act or filed on or after the date of the enactment of this Act.

(c) RETENTION OF FUTURE RIGHTS.—Nothing in this Act alters or diminishes the right of the Samish Indian Nation from seeking to have any additional land taken into trust by the United States for the benefit of the Samish Indian Nation.

CAMPBELL LAKE SOUTH PROPERTY PARCELS

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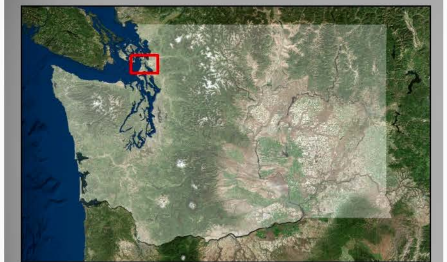

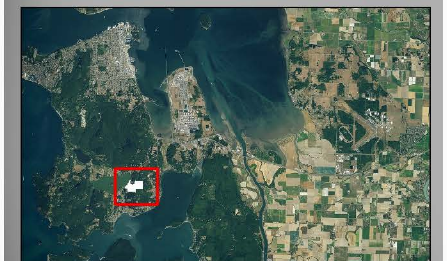

Campbell Lake South Parcel Information

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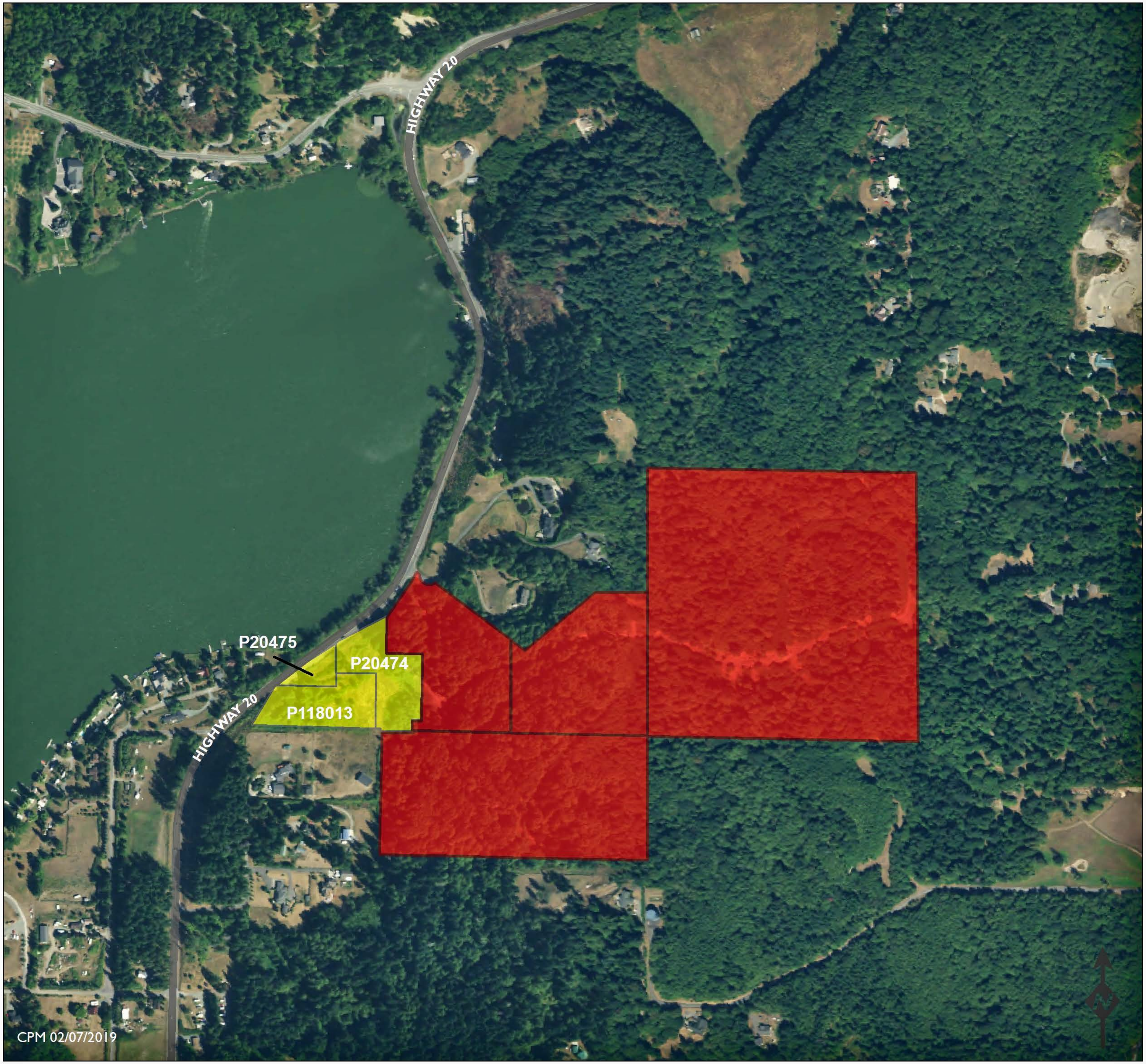
0 250 500 750 1,000 Feet

Key

CLS Parcels

Trust Parcels



City of Anacortes' Municipal Fiber Network

June 2019


JUNE 2019
UPDATE

Agenda

- **Financial Update**
- **Customer Sign-ups Update**
- **Outside Plant Update**
- **Active Network Update**
- **Personnel Update**
- **Miscellaneous**

RECOMMENDED PRICING

SERVICE	CONTRACT REQUIRED?	MONTHLY PRICE	MONTHLY INCREMENT FOR WIFI	INSTALLATION CHARGE
Residential, 100 Mbps	NO	$39	$10	$100
Residential, 1 Gbps	NO	$69	$10	$100
Business, 100 Mbps	YES	$89	$10	$100
Business, 1 Gbps	YES	$149	$10	$100

FINANCIAL UPDATE

Revenues

Through May 31, 2019

Service	Current	YTD
Residential Internet Service	0	0
Business Internet Service	0	0
Dedicated Internet Access	0	0
Dark Fiber	0	0
Ethernet	0	0
Installation	0	0
TOTAL REVENUES	0	0

FINANCIAL UPDATE

Expenditures

Through May 31, 2019

Account		Budget	Current	YTD
001.260.532.10.10	Salaries & Wages	320,275	4,355	11,086
001.260.532.10.20	Personnel Benefits	138,409	1,697	3,895
001.260.532.10.31	Office & Operating Supplies	50,000	1,442	21,255
001.260.532.10.35	Small Tools & Minor Equipment	50,000	0	3,703
001.260.532.10.41	Professional Services	980,000	6,965	79,631
001.260.532.10.42	Communication	10,000	67	156
001.260.532.10.43	Travel & Training	10,000	0	173
Total Expenditures		1,558,684	14,527	119,900

FINANCIAL UPDATE

Net Cashflow

Through May 31, 2019

	Current Period	Year to Date	From Project Start
Revenues	0	0	0
Expenditures	14,527	119,900	145,644
Net Cashflow in (out)	(14,527)	(119,900)	(145,644)

FINANCIAL UPDATE

Pro Forma Financial Statements

Complements & confirms existing business model

Monthly for 2019 & 2020, Quarterly for 2021 – 2023

Captures detailed operating & capital expenses

Cumulative customers	End 2019	End 2020	End 2021	End 2022	End 2023
Residential	80	415	1,315	2,015	2,715
Business	77	96	96	108	120
Total General Fund cash used	$685k	$1,680k	$5,488k	$8,750k	$11,653k

Operationally cashflow positive by Q1 2021

CUSTOMER SIGN-UPs

Through May 31, 2019

Service	SIGNED-UP Current	SIGNED-UP YTD	IN-SERVICE Current	IN-SERVICE YTD
Residential Internet Service	0	0	0	0
Business Internet Service	0	0	0	0
Dedicated Internet Access	0	0	0	0
Dark Fiber	0	0	0	0
Ethernet	0	0	0	0
TOTAL	0	0	0	0

OUTSIDE PLANT STATUS

Through Mid-June 2019

	Engineered	Material Ordered	Material On-hand	Deployed
PILOT, CBD				
Library to MST	√	√	√	√
MST to Customer				
PILOT, Old Town				
Library to MST				
MST to Customer				
PILOT, M Avenue				
Library to MST				
MST to Customer				
AD HOC CUSTOMERS				

ACTIVE NETWORK STATUS

Through Mid-June 2019

	Specified	Ordered	Deployed	Configured
GPON Optical Line Terminal	√	√	√	
Core Layer 3 Router	√	√	*in-process*	
Core Layer 2 Switches	*in-process*			
Customer Premise Equipment				
Residential Internet				
Business class Internet				
Dedicated Internet Access				
Ethernet circuits				

PERSONNEL UPDATE
Through Mid-June 2019

BUSINESS ASSISTANT

Today last day to receive applications

Start work first week of August

NETWORK ENGINEERING CONSULTANT

Contract on tonight's agenda

OSP COORDINATOR

Job description drafted

Begin 6-week hiring cycle week of July 1

MISCELLANEOUS

Through Mid-June 2019

IPv4 ADDRESSES

Have started process to acquire 1,024 addresses

Cost will be $20,500

Unused blocks of 256 addresses can be resold

ORDER DOCUMENTATION

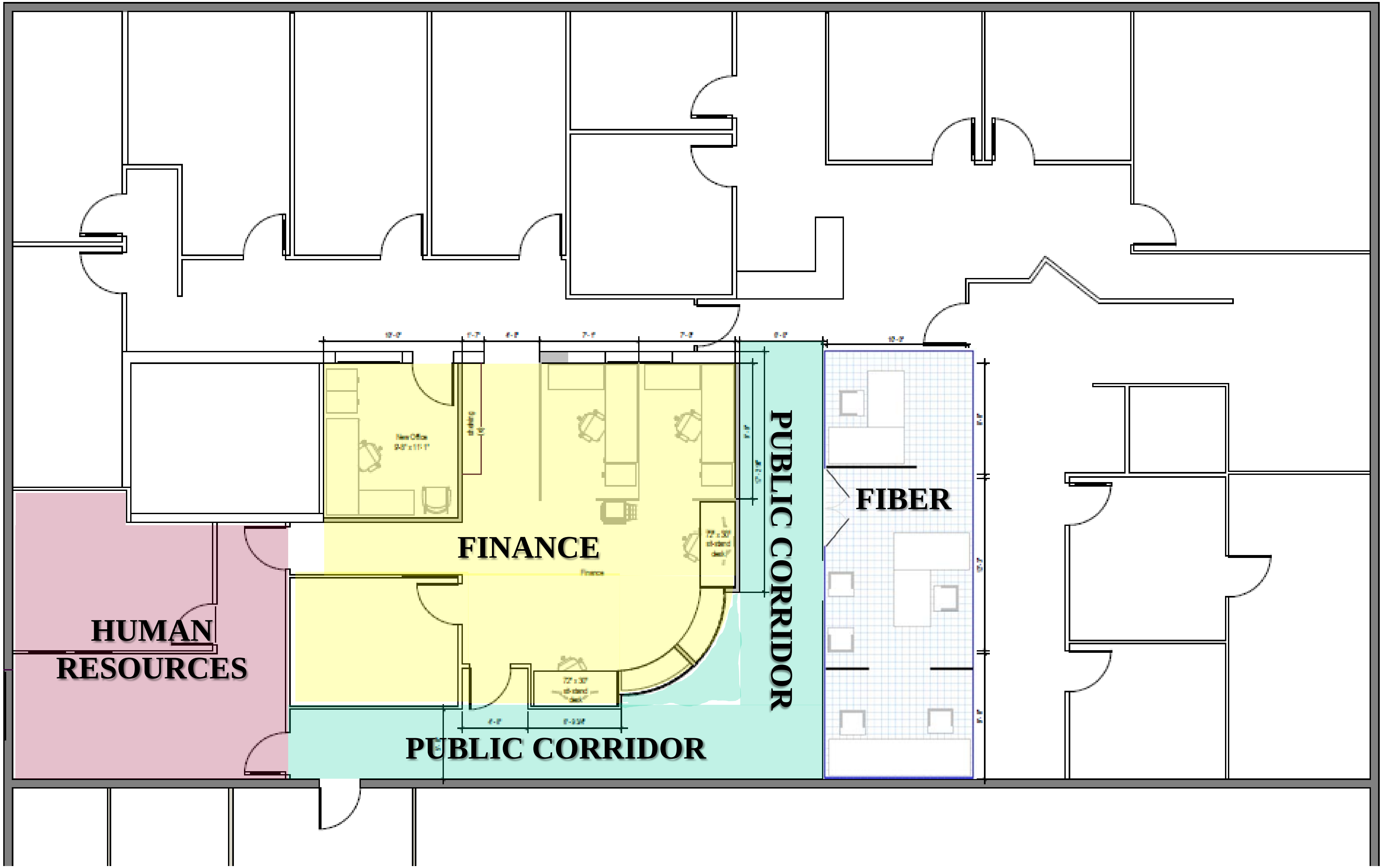
Master Service Agreement drafted

Customer Order forms & Service Schedules in development

OFFICE SPACE FOR STAFF

Working with architect to reconfigure existing Finance space

$50,000 budgeted and in pro forma


FINANCE
PUBLIC CORRIDOR
FIBER
HUMAN RESOURCES
PUBLIC CORRIDOR

MILESTONES TO FIRST CUSTOMERS

SEVEN PARALLEL TASK PATHS

Launch CBD Marketing & Selling Campaign

Order ONTs

Finalize Job Descriptions

Recruit Business Assistant and p/t Network Engineer

On-board Business Assistant and p/t Network Engineer

Issue RFP for CBD Outside Plant Construction

Issue RFP for CBD Customer Premise Installation

Contractor Builds OSP

Contractor Installs Customer Premises

Issue RFP for Old Town Outside Plant Construction

Issue RFP for Old Town Customer Premise Installation

Contractor Builds OSP

Contractor Installs Customer Premises

Create Internet Products in City Billing System

Input New Customer Information into City Billing System

Run Test Invoices

Complete Fiber Build to Water Treatment Site

Connect & Test Upstream Internet Feeds

Configure & Install Routers & Other Core Network Equipment

Test Overall Network & Internet Delivery

Turn It On

RECOMMENDED PRICING

SERVICES YET TO BE PRICED

- Dedicated Internet Access
- IPv4 addresses
- Ethernet circuits (point-to-point, point-to-multipoint)
- Dark fiber

City Council Contract Agenda Bill

Meeting Date: 6/24/2019 **Agenda Item**: 7c

Subject: Contract Award - Network Engineering Consultant #19-112-FBR-001

Staff Contact: Emily Schuh

Approved for Submittal to Council by: Darcy Swetnam, City Attorney	**Action Type:** Contract Award

Summary Statement: City staff seeks Council consent to issue a contract to Sound Computing Solutions, Inc. in the amount of $140,000.00 to perform as a Network Engineering Consultant. This contract provides for professional services to support the design, engineering, configuring, documentation and maintenance of the City of Anacortes Municipal Fiber Network (MFN) network architecture and network elements during the extended network implementation period.

Background:

1. History: The Network Engineering Consultant will be a locally-available, quasi-in-house resource with whom the Municipal Broadband Business Manager will regularly consult during initial network planning, deployment and operation. The Consultant will assist in developing specific, fundamental service provider networking standards for the City's Municipal Fiber Network against which the City will require outside parties such as the equipment manufacturer and/or NoaNet to develop and propose equipment configurations. The Consultant will plan, develop, implement and maintain the City's record-keeping archives for network equipment configurations, customer configurations and network performance. The Consultant will serve as the City's sales engineer during the pre-sales and post-sales cycle with business customers. When the City hires a full-time network engineer for the Municipal Fiber Network, the Consultant will be that individual's primary mentor, ensuring a smooth handover of all planning, operational and archival information and processes to the incoming full-time network engineer.

   Although the City could have some of this work performed by outside parties such as the network equipment manufacturer and/or NoaNet, (i) not all of that work could be performed by such outside parties and (ii) the City will have greater leverage over a single consultant with regard to accountability for quality of service than it would have with either the much larger entities such as the network equipment manufacturer or NoaNet.
2. Key Terms:
   - The work under this Agreement shall be performed on a time and materials basis not-to-exceed $140,000.00.
   - The period of performance is from inception through 12/31/20.
3. Competitive Bidding: State law does not require any thresholds or processes for personal services contracting. As such, the Project Manager followed the requirements of the City's Purchasing Policy and researched available consultants and decided to select Sound Computing Solutions, Inc. for this project.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 19-112-FBR-001 with Sound Computing Solutions, Inc. in the amount of $140,000.00 to perform as a Network Engineering Consultant.

Alternative Actions: Not approve the contract

Attachments: Contract 19-112-FBR-001

Contractor	Sound Computing Solutions, Inc.
Contract Amount	$140,000.00
Earmarked Funds	$1,050,000.00
BARS #	001.260.532.10.41
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/20

AGREEMENT 19-112-FBR-001
Between
THE CITY OF ANACORTES
AND
SOUND COMPUTING SOLUTIONS, INC.

Network Engineering Consultant

This Agreement, hereinafter referred to as “Agreement”, made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Sound Computing Solutions, Inc., hereinafter referred to as the "Consultant"; alleged

WHEREAS, the City requires the professional services of the Consultant;

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

1. **Scope of Work**. Under this Agreement, the Consultant shall provide professional services to support the design, engineering, configuring, documentation and maintenance of the City of Anacortes Municipal Fiber Network (MFN) network architecture and network elements during the extended network implementation period. Work is detailed in Exhibit A, which is hereby incorporated by reference and made a part hereof. Advance coordination and approval of the work shall be made with the Project Manager, Jim Lemberg, who may be contacted at (360) 588-8360 or jiml@cityofanacortes.org.

2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **One Hundred Forty Thousand Dollars ($140,000.00)**. The billable terms for services provided shall be as follows:

a. Hourly Rate: $85.00
b. Rate includes after business hours, weekends and holidays.
c. Minimum billable time is 15 minutes, this includes onsite, offsite and phone calls. Billing does not begin until the 15 minute mark. After 15 minutes time is rounded up or down to the nearest 5 minute mark.
d. Between 15 minutes and the first hour time is billed at a pro rata share of the hourly rate.
e. Additional partial hours are billed at a pro rata share of the hourly rate.

3. **Period of Performance.** The period of performance under this Agreement is from inception through December 31, 2020.

4. **Subcontracts**. The Consultant shall give notice in advance of placing any subcontract and will identify subcontracts before subcontracted work begins. “Subcontract” means any contract entered into by a sub Consultant to furnish supplies or services for performance of the prime Consultant or a sub Consultant. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed sub Consultant, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination –

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

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

5. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, AGREEMENT Number, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice **MONTHLY** for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org

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

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

7. **Defense and Indemnity Agreement.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

B. No Limitation: Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

1. Personal Automobile Liability insurance covering all owned vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.

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

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

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

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

1. Personal Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $500,000 per accident.

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

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

E. Other Insurance Provision: The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the

Consultant's insurance and shall not contribute with it.

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

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

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

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

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

9. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than $2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

11. **Standard of Care**. The Consultant represents that Consultant has the necessary knowledge, skill, and experience to perform the Services required by this Agreement. Consultant and any persons employed by Consultant shall use their professional skill and efforts to perform the Work in a professional manner consistent with sound engineering practices, in accordance with the usually and customary professional care required for services of the type described in the Scope of Work herein provided at the same time and in the same locale. The City's remedy for a failure to meet the above Standard of Care shall be the re-performance of the Service or an equitable adjustment in the monies paid for the Professional Services, at the City's discretion

12. **Discrimination Prohibited.** During the performance of this Agreement, the Consultant and subConsultants shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

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

14. **Right to Terminate Agreement.**

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

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

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

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

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

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

19. **Disputes**

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

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

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

D. Dispute Resolution: In the event of a dispute between the City and the Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

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

21. **Compliance with Laws**. The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

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

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

24. **Survival of Agreement Termination**. The articles relating to Defense and Indemnity, Ownership and Use of Documents, The City's Right to Terminate Agreement, Governing Law, and Disputes, shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

25. **Notices**. Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following addresses:

CITY:	CONSULTANT:
City of Anacortes Tiffany Matson 904 6th Street PO Box 547 Anacortes, WA 98221	Sound Computing Solutions, Inc. Pete Pettersen 13244 Burrows View Lane Anacortes, WA 98221

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

CITY OF ANACORTES

By ______________________________
Laurie Gere, Mayor

Date ____________________________

SOUND COMPUTING SOLUTIONS, INC.

By ________________________________

Title _______________________________

Date_______________________________

CITY OF ANACORTES CONTRACT 19-112-FBR-001
EXHIBIT A

Consultant's primary tasks will be to support the design, engineering, configuring, documentation and maintenance of the City of Anacortes Municipal Fiber Network (MFN) network architecture and network elements during the extended network implementation period. During that period consultant will serve as City's lead interface with outside vendors and consultants for matters related to the network architecture and network elements. Consultant will create and maintain network configuration records. Consultant will determine, monitor and report network performance levels. Consultant will facilitate the transition of this knowledge in this position to a direct-hire City employee.

SPECIFIC TASKS:

1. Work with other consultants as determined and/or approved by Municipal Broadband Business Manager to develop network architecture to transport traffic and provide products & services.
2. Analyze network needs and contribute to design, integration and installation of network architecture and equipment.
3. Plan, commission and maintain primary and backup connectivity between network and outsourced network management/monitoring resources.
4. Plan, commission and maintain local instance / display of network status and performance driven by outsourced network management service.
5. Plan, commission and maintain network security.
6. Work internally and externally with engineering support team(s) and/or partners as part of a networking consultancy in order to solve problems or create new architectures or customer solutions.
7. Maintain equipment configuration archives.
8. Recommend prudent equipment spares levels.
9. Serve as City's primary interface with network equipment vendors.
10. Evaluate technologies, equipment and vendors.
11. Create systematic standards for network and circuit documentation.
12. Document overall network architecture.
13. Document each business customer circuit / service.
14. Manage and support the transport and IP network infrastructure, ensuring continuous functionality, network security, reliability, scalability and optimization of network resources.
15. Resolve network trouble, plan network capacity, implement ongoing network architecture improvements, and make internal technology recommendations to management.
16. Work on a team performing new customer activations including the customer network architecture design and integration into the existing network.
17. Prepare, maintain and archive documentation of network architecture, topology and network configurations.
18. Provide oversight to network maintenance activities.
19. Monitor and manage network capacity across the full network.
20. Develop, document and maintain processes and procedures for troubleshooting issues.
21. Serve as support level for resolving issues escalated from NOC technicians and managers needing technical support for the transport and IP networks.
22. Serve as out-of-business-hours expertise for all network matters.
23. Schedule, oversee and document network maintenance events.
24. Serve as City's primary interface with ARIN for City's Municipal Fiber Network's Autonomous System Number, IPv6 addresses, IPv4 addresses and any other ARIN matter.
25. Manage and document IPv4 and IPv6 address spaces.
26. Manage customer Domain Name System (DNS) resource record requirements.
27. Troubleshoot and resolve network performance issues and/or outages.
28. Interact with prospective customers to discover their communications requirements.
29. Field occasional trouble calls from customers.
30. Create and archive periodic overall and customer-specific bandwidth usage reports.
31. Create and present on-request bandwidth usage reports to customers. Archive the reports.
32. Escalate issues as appropriate.
33. Regularly contribute to troubleshooting guide revision process.
34. Participate in periodic staff meetings.
35. Work in office, out of doors and at customer locations.
36. Be available during after-hours and weekends. Be available during outages until resolved. Be available during natural disasters & network outages and respond to the needs of a 24/7/365 service provider operation.

City Council Agenda Bill

Meeting Date: 6/24/2019 **Agenda Item**: 7d

Subject: Ordinance 3045: Amending Section 13.08.110(D) and Adding New Chapter 13.56 for Municipal Fiber Network Services

Staff Contact: Darcy Swetnam

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

Action Type	
x	Ordinance No. 3045
	Code Revision? Yes
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: The proposed Ordinance will allow the City to charge and bill customers in the future for municipal fiber network services.

Background: The City is expanding its fiber infrastructure, with a goal of providing lit internet services to customers in the first of three pilot areas within the next several months. City staff recommend Council adopt the proposed Ordinance to clarify the process for charging, billing, and crediting payments for municipal fiber network services. Staff presented an initial draft of Ordinance 3045 at the June 10, 2019 City Council meeting, but have updated the draft to better integrate into the online Anacortes Municipal Code numbering system, address public comment on termination of services, and finalize for adoption.

Budget Impact	
Amount Budgeted	N/A
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	N/A
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Staff presented a preliminary draft of Ordinance 3045 at the June 10, 2019 meeting of the Anacortes City Council.

Competing Viewpoints Considered: Staff considered whether adoption of an ordinance is necessary to charge for an optional municipal service, but strongly recommend a Code update to clarify how fiber bills should be integrated with charges for other City utility services, and to allow for adoption of fiber fees in the Unified Fee Schedule.

Recommended Motion: I move we adopt Ordinance 3045 Amending Section 13.08.110(D) of the Anacortes Municipal Code and Adding New Chapter 13.56 of the Anacortes Municipal Code Regarding Charges, Billing, and Payments for Municipal Fiber Network Services.

Alternative Actions: Postpone or decline to adopt Ordinance 3045

Attachments (listed in order presented): Proposed Ordinance 3045

Ordinance No. 3045
An Ordinance Amending Section 13.08.110(D) of the Anacortes Municipal Code and Adding New Chapter 13.56 of the Anacortes Municipal Code Regarding Charges, Billing, and Payments for Municipal Fiber Network Services

Whereas the City Council of the City of Anacortes desires to provide reliable, high-speed internet to the residents and businesses of Anacortes, for the benefit and growth of economic and community goals; and

Whereas the Anacortes Municipal Code currently does not provide for charges and billing for municipal fiber service; and

Whereas the City Council desires to adopt regulations for charges, billing, and payments for Municipal Fiber Network Services.

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

Section 1. Anacortes Municipal Code Section 13.08.110(D) is revised to read as follows:

D. Payments received by the city for municipal services shall be applied in the following order:

1. Outstanding late charges, including penalties and the costs of collection;
2. Outstanding interest;
3. Utility taxes;
4. Municipal Fiber Network Service charges;
5. Solid waste charges;
6. Stormwater utility charges;
7. Sanitary sewer charges;
8. Water charges.

Section 2. The Anacortes Municipal Code is amended to adopt a New Division V, entitled "Other Services", with a new Chapter 13.56, entitled "Municipal Fiber Network Services", as shown in Attachment A.

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

PASSED and APPROVED this ____ day of ________________, 2019.

CITY OF ANACORTES:

____

Laurie Gere, Mayor

Attest:

____

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

____

Darcy Swetnam, WSBA #40530, City Attorney

Attachment A

Division V. Other Services

Chapter 13.56

Municipal Fiber Network Services

13.56.010 Definitions

"Municipal Fiber Network Services" means communications services, provided in whole or in part by means of the city's municipal fiber network or other communications infrastructure, network services that include residential Internet services, business class Internet services, dedicated Internet access services, dark fiber services, Ethernet service, and other city-provided communications services.

13.56.020 Municipal Fiber Network Service charges

The city council may, by resolution, adopt in the City Unified Fee Schedule, a schedule of fees and charges for Municipal Fiber Network Services and installation charges.

13.56.030 Municipal Fiber Network Service Agreements

From time to time, the city may enter into agreements for Municipal Fiber Network Services for rates and installation charges other than those set in the Unified Fee Schedule on forms approved by the city attorney.

13.56.040 Discontinuance of Service

The city may terminate service under this Chapter for nonpayment following procedures established for nonpayment of city utility bills.

City Council Agenda Bill

Meeting Date: 6/24/2019 **Agenda Item**: 7e

Subject: Adoption of Fiber Optic internet service fees, and a $2 UB credit

Staff Contact: Steve Hoglund, Jim Lemberg, Emily Schuh

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

Action Type	
	Ordinance No.
	Code Revision?
x	Resolution No. 2050
	Contract
	Public Hearing
	Staff Report

Summary Statement: the attached resolution adds City Fiber charges to the Unified Fee Schedule, as well as a 2 dollar credit for any utility billing customer that enrolls in City Autopay *and* paperless billing. The Fiber fees listed are consistent with those presented to City Council at the May 20th Council meeting presentation on City Broadband Pricing. The $2 credit is listed at the bottom of the Water section of the Unified Fee Schedule.

Background: Ordinance 3045 adds fiber charges to AMC 13.08.110, which authorizes the City to charge for broadband service, and refers to the unified fee schedule for pricing. This resolution adds pricing to the unified fee schedule for residential and commercial service. The $2 utility billing credit is in recognition of the savings to the city that autopay and paperless billing provide.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: May 20, 2019 Council meeting presentation on pricing; June 10, 2019 first reading of Ordinance 3045, June 12, 2019 Council Finance Committee discussion; June 17, 2019 Finance Committee report to Council.

Competing Viewpoints Considered: The City of Anacortes should not compete with private industry by providing broadband, and therefore should not sell broadband service. No credit should be issued to customers for autopay and paperless billing.

Recommended Motion: I move to adopt Resolution 2050 adopting the updated unified fee schedule to implement city broadband fees and a $2 UB credit.

Alternative Actions: Do not approve resolution

Attachments (listed in order presented): Resolution 2050 including updated unified fee schedule.

RESOLUTION NO. 2050

A RESOLUTION UPDATING THE UNIFIED FEE SCHEDULE TO ADD CITY FIBER AND BROADBAND FEES AND IMPLEMENTING A UTILITY BILL DISCOUNT FOR CUSTOMERS UTILIZING BOTH CITY AUTOPAY AND PAPERLESS BILLING

WHEREAS, The Anacortes City Council has developed a broadband network with capacity available to sell to residential and commercial customers; and

WHEREAS, Charges have been established to charge customers who wish to sign up for city broadband; and

WHEREAS, Charges for service are administered through the City's Unified Fee Schedule, and Council at this time desires to add broadband charges to the Unified Fee Schedule; and

WHEREAS, the City of Anacortes bills for water, sewer, storm, solid waste, and fiber internet; and

WHEREAS, the City utilizes software and services capable of easily offering customers paperless billing, reducing the need to print and mail utility bill statements; and

WHEREAS, mailing utility bill statements is both costly as well as environmentally damaging, and according to the U.S. Postal Service, "Standard Mail accounts for the largest share of energy consumption and pollutant emissions among the four major mail Classes, because of its much higher volume relative to other classes." "At the household level, energy and CO2 emissions associated with the entire mail life cycle are roughly comparable to those from operating any of several common home appliances over the same period of time."; and

WHEREAS, the City's utility billing software allows us to auto-draft customer checking or savings accounts, costing the City less than $.20 per payment; and

WHEREAS, by eliminating online payments the City can save on average $2.00 per payment.

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

Section 1.

1. Attachment A hereto is hereby adopted, incorporating broadband fees, a $2.00 discount, and replacing the previously adopted version.
2. In addition to the rates set forth in attachment A there shall be charged an additional amount equal to the amount of any tax levy, if applicable, and such amount shall be part of the total bill payable by the customer.

PASSED and APPROVED on this 24th day of June, 2019.

AYES____ NAYS_____ ABSENT_____

CITY OF ANACORTES:

BY: ______________________________
LAURIE M. GERE, MAYOR

ATTEST:

____
Steven D. Hoglund
City Clerk Treasurer

APPROVED AS TO FORM:

____
Darcy J. Swetnam, WSBA # 40530
City Attorney

Unified Fee Schedule

As adopted by:

Resolution 2050

Index:

FIBER

Fiber internet service will be billed monthly.

For customers who own the property where internet service is provided, internet will be billed on the same bill as other utilities provided at the same address. Customers who do not own the property at which service is provided will be billed on a separate bill.

City of Anacortes Fiber Internet

Service	Long Term Contract Required	Monthly Price	Monthly Increment for WIFI	Installation Charge
Residential, 100 Mbps	No	$ 39	$ 10	$ 100
Residential, 1 Gbps	No	$ 69	$ 10	$ 100
Business, 100 Mbps	Yes	$ 89	$ 10	$ 100
Business, 1 Gbps	Yes	$ 149	$ 10	$ 100

Services Yet To Be Priced

Dedicated Internet Access
IPv4 addresses
Ethernet circuits (point-to-point, point-to-multipoint)
Dark fiber

WATER

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

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2017-October 2018 *3.080%*

Residential and Commercial Rates changed for 2019 based on FCS Rate Study not CPI. See study materials for information.
2019 rates inclusive of 'Effect of City Utility Tax' which was previously separated out on bills and statements.

Water Residential and Commercial Charges

	Rates Effective 1/1/2018			Rates Effective 1/1/2019		
Monthly Fixed Charge						
Meter Size (Inches)	**Residential**	**Commercial**	**Multi-Family**	**Residential**	**Commercial**	**Multi-Family**
5/8 × ¾	$ 17.92	$ 26.92	$ 20.03	$ 19.86	$ 29.83	$ 22.20
¾	$ 17.92	$ 26.92	$ 20.03	$ 19.86	$ 29.83	$ 22.20
1	$ 29.94	$ 44.94	$ 33.45	$ 33.19	$ 49.81	$ 37.07
1½	$ 59.69	$ 89.62	$ 66.70	$ 66.16	$ 99.34	$ 73.93
2	$ 95.55	$ 143.47	$ 106.77	$ 105.91	$ 159.02	$ 118.34
3			$ 213.54		$ 318.03	$ 236.68
4			$ 333.73		$ 497.04	$ 369.90
6			$ 667.65		$ 994.37	$ 740.01
8			$ 1,068.28		$ 1,591.04	$ 1,184.07
Monthly Consumption Charge						
	Residential	**Commercial**	**Multi-Family**	**Residential**	**Commercial**	**Multi-Family**
All consumption per cubic foot (CF)	$ 0.019900	$ 0.029900	$ 0.022300	$ 0.022057	$ 0.033141	$ 0.024717
All consumption per gallon*	$ 0.002660	$ 0.003997	$ 0.002981	$ 0.002949	$ 0.004430	$ 0.003304

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

~Base rates and consumption rates are subject to a 50% surcharge for out of City limits service

Water General Facilities Charges~

Meter Size (Inches)	GFC In-City (2018)	Including taxes & fees (2018)	GFC In-City (2019)	Including taxes & fees (2019)
5/8 × ¾	$ 2,703.69	$ 4,135.82	$ 2,786.97	$ 4,254.08
1	$ 3,649.99	$ 5,233.98	$ 3,762.42	$ 5,391.64
1½	$ 7,299.96	$ 9,469.68	$ 7,524.82	$ 9,779.31
2	$ 11,679.94	$ 14,552.54	$ 12,039.71	$ 15,044.54
3	$ 23,359.88	$ 28,106.83	$ 24,079.42	$ 29,085.13
4	$ 36,499.82	$ 43,355.42	$ 37,624.11	$ 44,880.81
6	$ 72,999.64	$ 85,712.59	$ 75,248.22	$ 88,757.69
8	$ 116,799.41	$ 136,541.17	$ 120,397.14	$ 141,409.92
10	$ 167,899.15	$ 195,841.19	$ 173,070.88	$ 202,837.53

~ GFC Rate includes meter installation fees. If installation costs exceed current installation fee, additional fees will be assessed
~ Outside City Limits rate is 1.5x the In-City rate.

Water Agriculture Irrigation*

			Effective 1/1/2019	Effective 4/1/2019	
Agriculture Meter (double check)	$ 364.84		$ 404.38	$ 404.38	
Agriculture Consumption Rate*	$ 238.79	Per Million Gallons	$ 264.67	$ 961.51	Per Million Gallons

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

~As of April 1, 2019, all customers will pay $961.51 per million gallons of water used.
As of April 1, 2020, all customers will pay $1684.22 per million gallons of water used.
As of April 1, 2021, all customers will pay the full wholesale rate in place at that time charged to regional customers of the Anacortes water system.
~Per Council Resolution 2012

Water Additional Fees

Meter Installation Fee, up to 1"	$ 886.03		$ 1,003.94	
Meter Installation Fee deposit, greater than 1"	$ 998.25	towards install cost	$ 1,029.00	towards install cost
Standpipe Water Charges	$ 0.029900	Per Cubic Foot	$ 0.033141	Per Cubic Foot
Construction Meter Charges*	$ 50.00		$ 56.61	
Flat fee up to 60 days, up to 1000CF, billed at standpipe rate after CF cap.				
Water service fee*	$ 75.00		$ 75.00	
After hours additional water service fee*	$ 75.00		$ 75.00	
Autopay and Paperless Billing Discount*			$ 2.00	

*Not subject to CPI adjustments

ALL RATES ARE SUBJECT TO CHANGE BASED ON CITY COUNCIL DECISIONS

SEWER

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

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2017-October 2018 3.080%

2019 rates inclusive of 'Effect of City Utility Tax' which was previously separated out on bills and statements.

*Based on the sewer rate study, to fund needed infrastructure sewer rates will increase 4% effective 3/1/2019.

7% increases effective January 1st 2020, 2021, 2022, 2023, 2024 with a review in November 2020, 2022, 2024.

Sewer Residential and Commercial Charges

Monthly Fixed Charge

Meter Size (Inches)	Rates Effective 1/1/2019 Residential	Rates Effective 1/1/2019 Commercial	*Rates Effective 3/1/2019 Residential	*Rates Effective 3/1/2019 Commercial
5/8 × ¾	$ 37.41	$ 37.41	$ 38.91	$ 38.91
¾	$ 44.91	$ 44.91	$ 46.71	$ 46.71
1	$ 52.40	$ 52.40	$ 54.50	$ 54.50
1½	$ 67.35	$ 67.35	$ 70.04	$ 70.04
2		$ 108.53		$ 112.87
3		$ 411.63		$ 428.10
4		$ 523.90		$ 544.86
6		$ 785.86		$ 817.29

Monthly Consumption Charge

	Rates Effective 1/1/2019 Residential	Rates Effective 1/1/2019 Commercial	*Rates Effective 3/1/2019 Residential	*Rates Effective 3/1/2019 Commercial
SIC 1 consumption per cubic foot	$ 0.02663	$ 0.02663	$ 0.02770	$ 0.02770
SIC 1 consumption per gallon*	$ 0.00356	$ 0.00356	$ 0.00370	$ 0.00370
SIC 2 consumption per cubic foot		$ 0.03326		$ 0.03459
SIC 2 consumption per gallon*		$ 0.00445		$ 0.00463
SIC 3 consumption per cubic foot		$ 0.06474		$ 0.06733
SIC 3 consumption per gallon*		$ 0.08650		$ 0.08996
SIC 4 consumption per cubic foot		$ 0.01053		$ 0.01095
SIC 4 consumption per gallon*		$ 0.00141		$ 0.00147

SIC 4: BOD per pound	$	1.39655	$	1.45241
SIC 4: TSS per pound	$	0.85213	$	0.88622

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

Septic Waste Dump Fee

Yearly Discharge Card	$	53.76	$	55.91
Per Gallon Fee				
Waste Generated on Fidalgo Island	$	0.1075	$	0.1118
Waste Generated off Fidalgo Island	$	0.1290	$	0.1342

Sewer General Facilities Charges

Type	GFC In-City	Including taxes & fees	GFC In-City	Including taxes & fees
Singe Family	$ 9,090.50	$ 9,774.74	$ 9,090.50	$ 9,774.74
Duplex	$ 18,181.01	$ 19,549.47	$ 18,181.01	$ 19,549.47

SOLID WASTE

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

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2017-October 2018 *3.080%*

2019 rates inclusive of 'Effect of City Utility Tax' which was previously separated out on bills and statements.

These rates do not include the State Refuse Tax of 3.6%

Effective 6/1/2019 Skagit County has increased the solid waste tonnage fee by 9%. This increases the cost of solid waste services provided by City of Anacortes by 3%.

Rates effective 1/1/2019 | **Rates effective 6/1/2019**

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

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate (1/1/2019)	Additional Totes (1/1/2019)	Monthly Rate (6/1/2019)	Additional Totes (6/1/2019)
Organics Tote	32, 64, 96 gallon	n/a	n/a	$13.76	$13.76	$13.76	$13.76
Recyclables Tote	32, 64, 96 gallon	1	n/a	$11.26	$11.26	$11.26	$11.26
Refuse Tote	21 gallon	1	1	$8.76	n/a	$9.02	n/a
Refuse Tote	32 gallon	n/a	3	$16.26	$16.26	$16.75	$16.75

Solid Waste Commercial Rates

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate (1/1/2019)	Additional Totes (1/1/2019)	Monthly Rate (6/1/2019)	Additional Totes (6/1/2019)
Organics Tote - Restaurants only	96 gallon	n/a	n/a	$19.43	$19.43	$19.43	$19.43
Recyclables Tote	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Refuse Tote	21 gallon	n/a	1	$8.76	n/a	$9.02	n/a
Refuse Tote	32 gallon	n/a	5	$16.26	$16.26	$16.75	$16.75
Refuse Tote	96 gallon	n/a	2	$45.03	$45.03	$46.38	$46.38

Recycling Container Rates - Residential

Container Size	Monthly Rate (1/1/2019)	Extra Collections (1/1/2019)	Monthly Rate (6/1/2019)	Extra Collections (6/1/2019)
1 Cubic Yard	$31.27	$18.76	$31.27	$18.76
2 Cubic Yard	$56.28	$25.02	$56.28	$25.02
3 Cubic Yard	$87.55	$31.27	$87.55	$31.27
6 Cubic Yard	$112.57	$37.52	$112.57	$37.52
8 Cubic Yard	$162.60	$50.03	$162.60	$50.03

Refuse Drop Box Rental Rates PERMANENT - Commercial

Container Size	Monthly Rate, for rented box only (1/1/2019)	Delivery Fee (1/1/2019)	Tonnage Fee Per Ton* (1/1/2019)	Haul Fee Compactor Box (1/1/2019)	Haul Fee Non Compactor Box (1/1/2019)	Monthly Rate, for rented box only (6/1/2019)	Delivery Fee (6/1/2019)	Tonnage Fee Per Ton* (6/1/2019)	Haul Fee Compactor Box (6/1/2019)	Haul Fee Non Compactor Box (6/1/2019)
10 Cubic Yard	$125.08	$93.81	At Cost plus $1.00/ton	$231.39	$206.38	$128.83	$96.62	At Cost plus $1.00/ton	$238.33	$212.57
30 Cubic Yard	$125.08	$93.81	At Cost plus $1.00/ton	$231.39	$206.38	$128.83	$96.62	At Cost plus $1.00/ton	$238.33	$212.57

*Not subject to CPI adjustments

*Not subject to CPI adjustments

Refuse Drop Box Rental Rates TEMPORARY - Prepayment Required

Container Size	Delivery, Removal & 7 Days	Haul Fee Non Compactor Box	Tonnage Fee Per Ton*	Daily Rate, Starting 8th Day	Pre-Pay amount, includes all tax	Delivery, Removal & 7 Days	Haul Fee Non Compactor Box	Tonnage Fee Per Ton*	Daily Rate, Starting 8th Day	Pre-Pay amount, includes all tax
10 Cubic Yard	$ 337.70	$206.38	At Cost plus $1.00/ton	$18.76	$349.86	$347.84	$212.57	At Cost plus $1.00/ton	$19.32	$360.36
30 Cubic Yard	$ 337.70	$206.38	At Cost plus $1.00/ton	$18.76	$349.86	$347.84	$212.57	At Cost plus $1.00/ton	$19.32	$360.36

*No subject to CPI adjustments

*No subject to CPI adjustments

Refuse Container Rates PERMANENT - Commercial

Container Size	Monthly Rate	Extra Collections	Monthly Rate	Extra Collections
1.5 Cubic Yard	$118.82	$31.27	$122.39	$32.21
2 Cubic Yard	$143.84	$37.52	$148.15	$38.65
3 Cubic Yard	$206.38	$50.03	$212.57	$51.53
6 Cubic Yard	$406.50	$106.31	$418.69	$109.50
8 Cubic Yard	$544.08	$137.58	$560.40	$141.71

Refuse Container Rates TEMPORARY - Prepayment required

Container Size	Delivery, Removal & 7 Days	Daily Rate, Starting 8th Day	Extra Collections	Pre-Pay amount, includes tax	Delivery, Removal & 7 Days	Daily Rate, Starting 8th Day	Extra Collections	Pre-Pay amount, includes tax
1.5 Cubic Yard	$118.82	$3.75	$68.79	$123.10	$122.39	$3.86	$70.86	$126.79
2 Cubic Yard	$137.58	$5.00	$81.30	$142.54	$141.71	$5.15	$83.74	$146.81
3 Cubic Yard	$162.60	$6.88	$100.06	$168.45	$167.48	$7.09	$103.06	$173.51
6 Cubic Yard	$231.39	$12.51	$162.60	$239.72	$238.33	$12.88	$167.48	$246.91
8 Cubic Yard	$281.42	$18.76	$206.38	$291.55	$289.86	$19.32	$212.57	$300.30

Solid Waste Additional Fees

Description	Per Unit	Per Unit
Additional Organics Dump	$6.25	$6.25
City Garbage Bags	$5.00	$5.15
City Garbage Bags - Retail Outlet Price	$4.69	$4.83
Non-Refrigerated Appliance	$31.27	$32.21
Organics Tote Cleaning Fee	$12.51	$12.51
Refrigerated Appliance	$43.78	$45.09
Refuse Overtime Call-Out, Per Hour	$68.79	$68.79
Replacement Tote Due To Negligence	At Cost plus $10.42	At Cost plus $10.42
Special Haul Per Cubic Yard	$43.78	$45.09
Refuse Return Trip	$31.27	$31.27
Organics Return Trip	$10.00	$10.00
Recycling Return Trip	$10.00	$10.00

STORM

Effective 1/1/2018 until 12/31/2022, the monthly fixed rate charge for storm residential and commercial charges will not be subject to CPI adjustments. Rate changes are as indicated below.

Regular storm rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2016-October 2017 *3.080%*

All rates now inclusive of 'Effect of City Utility Tax' which was previously separated out on bills and statements.

Storm Residential and Commercial Charges

	Rates Effective 1/1/2017	Rates Effective 1/1/2018	Rates Effective 1/1/2019	Rates Effective 1/1/2020	Rates Effective 1/1/2021	Rates Effective 1/1/2022
Monthly Fixed Charge						
Single Family Residential (flat fee)	$ 5.51	$ 9.68	$ 10.22	$ 11.29	$ 12.37	$ 13.44
Commercial per ERU per Month	$ 5.51	$ 9.68	$ 10.22	$ 11.29	$ 12.37	$ 13.44
One ERU is 3,600 square feet of impervious area						

Effective 1/1/2019 until 12/31/2022 HM and LM1 zones rate reduction will decrease by 5% per year. Effective 1/1/2023 until 12/31/2028 this rate reduction will decrease by 10% per year. Effective 1/1/2029 all storm charges for properties located in the HM or LM1 zones will be charged the current charges without any reductions. The minimum billed will be 100% of 1 ERU.

Monthly Fixed Charge (HM and LM1 Zones)	Rates Effective 1/1/2018	Rates Effective 1/1/2019	Rates Effective 1/1/2020	Rates Effective 1/1/2021	Rates Effective 1/1/2022
% of current rate	10%	15%	20%	25%	30%
Single Family Residential (flat fee)	$ 0.97	$ 1.53	$ 2.26	$ 3.09	$ 4.03
Commercial per ERU per Month	$ 0.97	$ 1.53	$ 2.26	$ 3.09	$ 4.03

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

Storm General Facilities Charges

Type; Residential and Commercial						
Per ERU, minimum of 1 ERU	$ 1,442.36	$ 1,485.65	$ 1,531.42	$ 1,577.36	$ 1,624.68	$ 1,674.72
Including Tax	$ 1,550.93	$ 1,597.48	$ 1,646.69	$ 1,696.09	$ 1,746.97	$ 1,800.78

Explanation of Charges

Single-Family Properties: Residential properties are charged a flat rate per month, and are considered 1 ERU.
This rate was set based on aerial photo surveys which show that the average amount of impervious surface on a single-family parcel in Anacortes is approximately 3,600 square feet.

Commercial and Multi-Family Properties: Commercial properties are assessed a charge based on the actual amount of impervious surface area they contain (buildings, parking lots, etc.)(minimum of 1 ERU).
One ERU is equal to 3,600 square feet (ft2) of impervious surface.
Commercial Storm Water Fee = # ERU x Commercial per ERU per Month fee

Sample Calculation

A property has 10,000 ft^2 of impervious surface (parking lots, walkways, rooftops, etc.), so the storm water fee would be:
10,000 ft2 /3,600 ft2 = 2.78 ERU
2.78 ERU X $9.68 per month per ERU = $26.91 per month

IMPACT FEES

Unless otherwise determined, regular impact fees are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2017-October 2018 *3.080%*

Transportation impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase.

Engineering News Record Construction Index (CCI), October 2017-October 2018 *3.384%*

Park Impact Fee Rate Schedule

Rates Effective		1/1/2018	1/1/2019
Land Uses	**Unit of Measure**	**Rate**	**Rate**
Single family	Dwelling	$615.00	$615.00
Multi-family, per dwelling unit	Dwelling	$615.00	$615.00

Park Impact Fee adopted via Ord. 2474

Rate Basis: Park & Recreation Impact Fee Study/Report dated Oct. 19, 1998

Fire Impact Fee Rate Schedule

Rates Effective		1/1/2019	4/22/2019
Land Uses	**Unit of Measure**	**Rate**	**Rate**
Residential			
All commercial & residential structures with 3+ stories	Gross floor area above 2nd story	$1.00 / sq. ft.	
Single family	Dwelling		$447.11
Multi-family, per dwelling unit	Dwelling		$378.92
Commercial			
Commercial 1 *Land uses (NAICS)*			
Wholesale/retail trade (42, 44-45)	Per 1,000 sq. ft.		$1,283.07
Warehousing (49)			
Information (51)			
Finance & Insurance (52)			
Real Estate and Rental & Leasing (53)			
Professional, Scientific, & Technical Services (54)			
Food Services & Drinking Places (722)			
Commercial 2 *Land uses (NAICS)*			
Manufacturing (31-33)	Per 1,000 sq. ft.		$10.56
Commercial 3 *Land uses (NAICS)*			
Transportation (48)			

Fire Impact fees updated via Ord 3030

Rate Basis: Fire Impact Fee Study/Report dated 12/5/18

Health Care and Social Assistance (62)	Per 1,000 sq. ft.		$2,151.36
Arts, Recreation & Entertainment (71)			
Accommodation (721)			
Religious Organizations (8131)			
Commercial 4 *Land uses (NAICS)*			
Educational Services (61)	Per 1,000 sq. ft.		$407.68
Public Administration (92)			

Transportation Impact Fee Rate Schedule

Rates Effective		1/1/2018	1/1/2019
Land Uses	**Unit of**	**Rate**	**Rate**
Cost per New P.M. Trip Generated		**$2,641.40**	**$2,730.77**
Residential			
Single family (detached)	Dwelling	$ 2,641.40	$ 2,730.77
Apartment (rental, low/med/high rise)	Dwelling	$ 1,637.67	$ 1,693.08
Low-Rise Apartment (rental, 1-2 levels)	Dwelling	$ 1,532.01	$ 1,583.85
Mid-Rise Apartment (rental, 3-10 levels)	Dwelling	$ 1,030.15	$ 1,065.00
High-rise (rental, more than 10 levels)	Dwelling	$ 924.49	$ 955.77
Residential condominium/townhouse (ownership units) with at least 1 other owned unit in structure)	Dwelling	$ 1,373.53	$ 1,420.00
Low-rise res. condo/townhome	Dwelling	$ 2,060.29	$ 2,130.00
High-Rise Residential Condo/Townhome	Dwelling	$ 1,003.73	$ 1,037.69
Mobile Home	Dwelling	$ 1,558.43	$ 1,611.16
Commercial - Services			
Bank (drive-in)	sq. ft. / GFA	$ 64.19	$ 66.36
Day Care	sq. ft. / GFA	$ 32.17	$ 33.26
Hotel/Motel	room	$ 1,584.84	$ 1,638.46
Gasoline/Service Station	fueling position	$ 36,636.22	$ 37,875.83
Gasoline/Service Station w/ Convenience Mart	fueling position	$ 35,685.31	$ 36,892.75
Quick Lubrication Vehicle Stop	servicing position	$ 13,708.87	$ 14,172.71
Marina	berth	$ 501.87	$ 518.85
Institutional			
Elementary School	student	$ 396.21	$ 409.62
Middle School	student	$ 422.62	$ 436.92
High School	student	$ 343.38	$ 355.00
Church	sq. ft. / GFA	$ 1.45	$ 1.50

Transportation Impact fee rate adopted via Ord. 3011

Rate Basis: 2016 Comprehensive Plan Transportation Element

Notes:

1. Transportation impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase.

2. P.M. peak hour trips are determined by using the latest version of the ITE Trip Generation Manual published by the Institute of Transportation Engineers (ITE) for the land use(s) that are the subject of the permit. PM peak hour is the sixty minute period between 4:00 p.m. and 6:00 p.m. with the greatest sum of traffic volumes on a roadway segment or passing through the area of a transportation improvement project. Other trip generation rate sources approved by the City may be used where ITE data are based on a limited survey base or where there may be special trip generating characteristics of the proposal.

3. If the land use does not fit into any of the categories specified in the land use table in the ITE Trip Generation Manual, the City Engineer may use the most directly comparable type of land use.

Review Fee for independent fee calculation: $500 + additional staff time spent in the review and cost of consultant services if the City deems these services to be necessary.

Hospital	sq. ft. / GFA	$ 2.46	$ 2.54
Assisted Living, Nursing Home, Group Home	bed	$ 766.01	$ 791.92
Industrial			
Light Industry/Manufacturing/Industrial Park	sq. ft. / GFA	$ 2.56	$ 2.65
Warehousing/Storage	sq. ft. / GFA	$ 0.85	$ 0.87
Mini Warehouse	sq. ft. / GFA	$ 0.69	$ 0.71
			$ -
Restaurant			$ -
Restaurant	sq. ft. / GFA	$ 19.78	$ 20.45
Fast Food Restaurant (w/ drivethrough)	sq. ft. / GFA	$ 86.24	$ 89.16
Coffee/Donut Shop with Drive-Through Window	sq. ft. / GFA	$ 113.05	$ 116.88
Coffee/Donut Shop without Drive-Through Window	sq. ft. / GFA	$ 107.64	$ 111.28
Commercial - Retail			
Specialty Retail Center (small strip shopping center)	sq. ft. / GFA	$ 7.16	$ 7.40
Apparel Store	sq. ft. / GFA	$ 10.12	$ 10.46
Automobile Sales	sq. ft. / GFA	$ 6.92	$ 7.15
Auto Parts Sales	sq. ft. / GFA	$ 15.80	$ 16.33
Supermarket	sq. ft. / GFA	$ 25.04	$ 25.89
Convenience Market (open 24 hrs)	sq. ft. / GFA	$ 138.44	$ 143.12
Furniture Store	sq. ft. / GFA	$ 1.19	$ 1.23
Nursery/Garden Center	sq. ft. / GFA	$ 18.33	$ 18.95
Pharmacy/Drugstore (w/ drivethrough)	sq. ft. / GFA	$ 26.18	$ 27.06
Hardware/Building Materials Store	sq. ft. / GFA	$ 11.86	$ 12.26
Discount Merchandise Store (Free Standing)	sq. ft. / GFA	$ 13.15	$ 13.60
Commercial - Office			
General office building (multiple tenants)	sq. ft. / GFA	$ 3.94	$ 4.07
Single tenant office building	sq. ft. / GFA	$ 4.60	$ 4.75
Medical/Dental Office Building	sq. ft. / GFA	$ 9.43	$ 9.75

*For uses with a standard of measure in square feet, trip rate is given as trips per 1,000 square feet, and impact fee is dollars per square foot.

Engineering and development fees

Unless otherwise determined, regular engineering and development fees are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2017-October 2018 *3.080%*

Originally Adopted by ordinance 2266

	Rates Effective 1/1/2019			
Application for encroachment agreement	$ 100.00			
Application for utility extension	$ 100.00			
Application for street improvement waiver	$ 100.00			
Application for curb cut permit	$ 50.00			
Application for street cut/R.O.W. permit				
Inside traveled way	$ 50.00			
Outside traveled way	$ 20.00			
Engineering plan reviews	0.5% approved engineering estimate for all public works improvements			
Construction inspection	$ 500.00	plus		
	1.5% approved engineering estimate for all public works improvements, with a reduction of up to 50% of the percentage fee approvable by the director of engineering and development services when he/she finds that the developer provides on-site construction inspection and construction engineering through private consultants to the same standard as that of the city			
Reinspection fees for curb cuts, street cuts and sewer connections	additional one-half of the original permit fee			
Sewer inspection fee	$ 50.00			
Monitoring clearing and grading permitted activity	$ 100.00	plus	$ 25.00	per acre

City Council Agenda Bill

Meeting Date: 6/24/2019 **Agenda Item**: 7f

Subject: Resolution No. 2042 Authorizing Distribution of Tourism Promotion Funds to the City of Anacortes Parks & Recreation Department for the Heart of Anacortes Summer Concert Series 2019

Staff Contact: Don Measamer

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

Action Type	
	Ordinance No.
	Code Revision?
X	Resolution No. 2042

Summary Statement: The City of Anacortes Parks & Recreation Department submitted an application to fund the Heart of Anacortes Summer Concert Series for 2019. This is a first time application for funding for the Heart of Anacortes Summer Concert Series and is allowed to be reviewed outside of the regularly scheduled application process according to Goal 2, Strategy 2A, of the Anacortes Tourism Promotion Strategic Plan. The LTAC reviewed the application and believes it meets the requirements as established in RCW 67.28.1816 and forwards this request to City Council for their recommendation. According to RCW 67.28.1816(2)(b)(ii), the municipality may award amounts different from the lodging tax advisory committee's recommended amount, but only after satisfying the procedural requirements of RCW 67.28.1817(2).

Background: The Revised Code of Washington (RCW) 67.28.181(2)(a) provides authority for cities to adopt a lodging tax of up to 4% of lodging charges made by hotels and motels in order to attract visitors for both overnight stays and day trips.

Budget Impact	
Projected total fund available for 2019	$430,970
Total Approved Expenditure	**$333,798**
Proposed New Project	**$2,400**
Revenue Source	Lodging Tax
Budget Account (BARS)	135.240.557.30.41

Previous Council/Committee Action: LTAC recommends approval of the funding for the Heart of Anacortes Summer Concert Series in the amount of $2,400.

Competing Viewpoints Considered: N/A

Recommended Motion: I move to approve Resolution No. 2042 Authorizing Distribution of Tourism Promotion Funds to the City of Anacortes Parks & Recreation Department for the Heart of Anacortes Summer Concert Series 2019 in the amount of $2,400.

Alternative Actions: Deny Resolution 2042.

Attachments (listed in order presented): Resolution No. 2042, Application

RESOLUTION NO. 2042

A RESOLUTION AUTHORIZING DISTRIBUTION OF TOURISM PROMOTION FUNDS TO THE CITY OF ANACORTES PARKS & RECREATION DEPARTMENT FOR THE HEART OF ANACORTES SUMMER CONCERT SERIES 2019

WHEREAS, the below listed agency has been selected by the City to undertake a project designed to advertise, publicize, or distribute information or undertake other activities specifically authorized by RCW 67.28.180 for the purpose of attracting visitors to the City of Anacortes; and

WHEREAS, the City of Anacortes wishes to provide certain monies to this agency, which monies have been collected or will be collected as part of the Motel/Hotel Tax;

NOW, THEREFORE IT IS HEREBY RESOLVED BY THE ANACORTES CITY COUNCIL to authorize the distribution of tourism promotion funds to the following agency, as the official act and deed of the City of Anacortes:

	Project	Grant Recipient	2019 Request	LTAC RECOMMENDS	APPROVED
1	Heart of Anacortes Summer Concert Series 2019	City of Anacortes Parks & Recreation Department	$4,000	$2,400	$2,400

PASSED and **APPROVED** on this 24^{th} day of June, 2019.

CITY OF ANACORTES

By ________________________________
Laurie Gere, Mayor

ATTEST:

____
Steven Hoglund, City Clerk

APPROVED AS TO FORM:

____
Darcy Swetnam, WSBA #40530
City Attorney

Application

Project Detail

Project name	**Heart of Anacortes Summer Concert Series**
Date(s) of project	May – September 2019
Amount of funding requested	$4,000
Type of qualifying project	☐ Tourism Promotion/Marketing ☒ Operation of a Special Event/Festival designed to attract tourists ☐ Operation of a Tourism Promotion Agency ☐ Operation of a Tourism-Related Facility owned or operated or non-profit organization ☐ Operation and/or Capital Costs of a Tourism-Related Facility owned by a municipality

Applicant Detail

Applicant name	Anacortes Parks and Recreation
Type of applicant	☐ Individual ☐ Non-profit corporation ☒ Public agency ☐ Other: enter text.
Federal tax ID #	91-6001227
Contact name	Jonn Lunsford
Mailing address	Anacortes Parks and Recreation, PO Box 547, Anacortes, WA 98221
Email address	jonnl@cityofanacortes.org
Phone	360-293-1918

Project Questionnaire

Describe your project.

We are working with the Heart of Anacortes to promote a summer concert series located at the venue at 4th and "O" Avenue in Anacortes. According to the contract between the City of Anacortes and the Heart of Anacortes, LLC, the series will have no fewer than eight converts planned between eight to twelve weeks. The shows require the booking of entertainment, hire and pay sound technician, promote the event and management on the day of the event, including food/beverage concessions. No fees are charged for admission.

Describe with specificity what aspects of your project you would spend the requested funds on.

The funds would be spent on 2019 summer concert series band expenses, sound system operation for 2019 concert series, advertising expenses for the clamdigger, posters and printing. Funds will also cover the managing of on day event and handling of food/beverage concessions.

Promotion

Describe how you will promote your project to attract tourists.

The event is well publicized in the community through the distribution of printed materials along the downtown corridor and beyond. The concert series is also advertised on facebook and the Clamdigger

Describe how you will promote lodging establishments, restaurants, and businesses located in Anacortes.

Local businesses that participate in the food and beverage concessions will be included on the printed materials that are posted and distributed around the city.

Budget

Describe the overall budget for your project.

The overall budget is $8000 plus in-kind donations from local sponsors.

What percentage of that budget are you requesting from the city?

We are requesting 50% or $4000

What would you cut from your proposed project if your application is not fully funded?

If the proposed project is not fully funded, there are many possibilities that could range from a shortened season to limited printed materials.

Tourism-Impact Estimate

Provide the following estimates of the number of visitors to Anacortes as a direct result of your project. For recurring events, provide actual data from prior years. Leave blank if prior year data is not available.

	Estimate	Actuals		
	2019	**2018**	month/year	month/year
Overall attendance	1400	1200	Enter ###.	Enter ###.
Number of people traveling more than 50 miles or more one way from their place of residence or business for the day or staying overnight	30-40%	30-40%	Enter ###.	Enter ###.
Number of people traveling from another country or state outside of their place of residence or their business	5-10%	5-10%	Enter ###.	Enter ###.
Number of people staying in PAID accommodations (e.g., hotel, motel, bed-and-breakfast) in Anacortes	10-15%	10-15%	Enter ###.	Enter ###.
Number of paid lodging room nights resulting from your project (e.g., 25 rooms on Friday and 50 rooms on Saturday = 75 room nights)	93	80	Enter ###.	Enter ###.

Describe methods you will use to track tourists for the purpose of mandatory reporting.

An Anacortes resident and volunteer had agreed to track all attendees to the summer series of concerts.

Describe the prior success of your project in attracting tourists.

The summer concert series has grown steadily over the years and many have heard about the event through word of mouth, printed material and facebook. The bands themselves draw many crowds as they have their own following.

Describe your target tourist audience (location, demographics, etc.)

The target audience for the summer concert series changes with the type of music and type of band that is performing. The bands range from pop, alternative, country, jazz and cover bands. With each band comes it's own demographic.

Attachments

Prior recipients for similar proposals must attach examples of ads, promotional materials, reports, or other materials they have generated with prior allocations of lodging tax funds.

List the titles of any attachments you have included with this application:

2019 contact with Heart of LLC 2019
2018 Invoice from heart of Anacortes LLC
Example of Previous Free Summer concert Series Flyer

Certification

- I am an authorized agent of the organization applying for funding.
- If awarded, my organization intends to enter into a Municipal Services Contract with the City; provide liability insurance for the duration of the contract naming the City as additional insured and in an amount determined by the City; and file for a permit to use City property, if applicable.
- I understand that the City will only reimburse those costs actually incurred by the Applicant and only after the service is rendered, paid for if provided by a third party, and a signed Request for Reimbursement form (or other form acceptable to the City) has been submitted to the City, including copies of invoices and payment documentation.
- I understand that the Applicant will be required to submit a report in a format determined by the City.
- I understand that all project activities must be identified in promotional and other business materials as having been funded by the City of Anacortes.
- I understand that once submitted, this application is a public record. The City may post part or all of it on the City website or provide it in response to public records request.

Signature	~~Click here to enter text.~~ TYPE NAME IN PLACE OF SIGNATURE IF SUBMITTING ELECTRONICALLY
Printed name	John Lunsford
Title	Director
Organization	Anacortes Parks and Recreation

Heart of Anacortes, LLC

1014 4th Street
Anacortes, WA 98221

Invoice

Date	Invoice #
9/10/2018	2018-09

Bill To
City of Anacortes ATTN: Gary Robinson P.O. Box 547 Anacortes, WA 98221

P.O. No.	Terms	Project
Summer 2018	Due on receipt	

Quantity	Description	Rate	Amount
	2018 Summer Concert Series Band Expenses	4,500.00	4,500.00
	Sound for 2018 Summer Concert Series	2,000.00	2,000.00
	Advertising Expense for 2018 Summer Concert Series - Clamdigger	676.00	676.00
	Posters & Printing	424.00	424.00
	Sponsorship - Barrett Financial	-1,200.00	-1,200.00
	Sponsorship - Island Hospital	-1,200.00	-1,200.00
	Sponsorship - Kreider Construction	-1,200.00	-1,200.00

Please remit to above address.

Total $4,000.00

City of Anacortes

FREE SUMMER CONCERT SERIES

AT THE Heart of Anacortes

SATURDAY EVENINGS ALL AGES WELCOME

SPONSORED BY RICK EPTING FOUNDATION FOR THE ARTS REFA

JULY 8th - 6-8pm Johnny Bulldog
Classic Rock to roll with!

JULY 15th - 6-8pm The Fieldboats
Original Rock with a Northwest American Groove

JULY 22nd - 6-8pm The Hoe and the Harrow
Home Town Folk America and Rock

JULY 29th - 5-9pm Three-ish and Hamilton/Cox
Seabear's Diamond Anniversary Concert

AUG 12th - 6-8pm Janie Cribbs and the T.Rust Band
Blues and Sultry Soul Revolution

AUG 19th - 5-8pm The Walrus
REFA Benefit and Silent Auction
Celebrating the 50th Anniversary of the Summer of Love

AUG 26th - 6-8pm Hot Damn Scandal
American Gypsy Blues

SEPT 2nd - 6-8pm Stacey Jones Band
Best of the Blues

Look

KREIDER CONSTRUCTION, INC.

Community Caring Project

Supporting Art, Music and Community in Anacortes!

Corner of 4th & "O" Family Friendly • www.HeartOfAnacortes.com

Refreshments available from

City Council Agenda Bill

Meeting Date: 6/24/2019 **Agenda Item**: 7g

Subject: Purchasing Practices update

Staff Contact: Steve Hoglund

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

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

Summary Statement: Enclosed is expenditure data and typical practices employed by City departments in the purchase of material and equipment not required to be formally bid.

Background: Council has expressed concern in how city departments purchase material and equipment in the online arena versus traditional brick and mortar stores located within City of Anacortes city limits.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: N/A

Alternative Actions: N/A

Attachments (listed in order presented): Slide presentation

Departmental Purchasing Practices

City Purchasing Policy

Adopted by Resolution 2030 on March 11, 2019, Page 31 has the following matrix

A. THRESHOLDS AND LOCAL PREFERENCE:

DOLLAR LIMIT	PROCUREMENT PROCESS	APPROVAL*	LOCAL PREFERENCE
$ -0- to $2,500	**Competition not required** Departments encouraged to determine price is fair and reasonable and document in department files.	Department Head	All departments shall make a good faith effort to purchase goods within the City of Anacortes when they are available and suitable to city needs at a price that is competitive. Legal Restrictions: Even below bid threshold, City has obligation to procure goods at the best price as steward of public funds. Therefore, City may not require only local purchases.
$2,501 to $7,500	**3 Quotes Requested** Must be attached to the electronic invoice	Department Head	Departments are encouraged to attempt to obtain at least one quote from a local business when procuring under the bid threshold. Staff should take into account price, delivery times, and return policies when evaluating quotes. Legal Restrictions: Even below bid threshold, City has obligation to procure goods at the best price as steward of public funds. Therefore, City may not require only local purchases.
$7,501 to $15,000	**MRSC Vendor Roster or Formal Sealed Bid Process** (Contact Contract Specialist)	Department Head	RCW 39.30.040 allows any local sales tax revenue generated by the purchase to be considered in determining the lowest responsive and responsible bid. Any other preferences favoring local businesses are not permitted during any formal bid process. Legal Restrictions: Over bid thresholds, Cities are only allowed to procure goods as expressly provided by state law. The only allowance for local preference in state law is as provided in RCW 39.30.040, which allows jdx to take sales tax revenue into account.
$15,001+	**Must use Formal Sealed Bid Process** (Contact Contract Specialist)	Department Head if under $45,000; City Council if $45,000+	RCW 39.30.040 allows any local sales tax revenue generated by the purchase to be considered in determining the lowest responsive and responsible bid. Any other preferences favoring local businesses are not permitted during any formal bid process. Legal Restrictions: Over bid thresholds, Cities are only allowed to procure goods as expressly provided by state law. The only allowance for local preference in state law is as provided in RCW 39.30.040, which allows jdx to take sales tax revenue into account.

****Approval:*** *The Department Head may only approve purchases that are provided for in the city budget and are under $45,000.00. Any contracts for goods must be managed by the Contract Specialist and can only be signed by the Mayor.*

City Purchasing Practices

<u>Local Preference:</u>

- MRSC guidance was requested on direct negotiation for lower pricing with a local vendor.
  - They advised there are no statutes that allow for negotiation in the procurement of goods
  - Regardless of whether the process is informal obtainment of quotes, or formal bidding procedures, the method of awarding to the lowest bidder is the same.

- AGO 1961 No. 41: "A county, public utility district, fire protection district or other municipal corporation may not establish a policy by ordinance or resolution arbitrarily allowing a five percent preferential to local bidders."
  - "A municipal corporation has only the powers expressly granted to it by statute"
  - "Bidding involves three vital principles: an offering to the public, an opportunity for competition, and a basis for an exact comparison of bids"

- The City does receive a 5% discount from some local vendors because of the volume of purchases made.

Departmental Online vs. in Store Purchasing Philosophy

- City Department's were asked to provide their procedural philosophy on how they make purchases, specifically how they determined online vs. in store purchasing. The following are remarks that illustrated common thoughts:

- We all try to be conscientious about spending city resources, but when managing a project, I have to consider how many patrons can be served by spending less on material.

- When the best price is online I will use it. Not only is it a cost savings, but often it is a time savings as well. I can mark off many items on my to do list quickly, as opposed to driving to multiple locations in and out of town.

- Local office supply and hardware stores are the preferred places for purchasing, but most specialty items have to be special ordered, and often the comparison is half the price of online. That kind of difference is difficult to justify.

Purchasing Examples

- Amazon purchase list example.
  - Below is a screen shot of a random 2 week period of Amazon purchases.

06/22/2018	Ubiquiti Networks NBE-5ac-5AC-	69.99	IT	EMERGENCY REPLACEMENT FOR MUSEUM/MARITIM
06/22/2018	Rubber bands for summer craft	61.57	Lib	OFFICE SUPPLIES
06/22/2018	Ball Valve	237.29	WWTP	BALL VALVE
06/26/2018	Gasket Material	21.99	WWTP	GASKET MATERIAL
06/27/2018	SGILE 12 in 1 Network Repair K	70.00	IT	NETWORK REPAIR KITS
06/28/2018	Interoffice Blue envelopes	44.96	Fin	INTEROFFICE BLUE ENVELOPES
06/28/2018	TRENDnet Punch Down Tool with	34.50	IT	IT ITEMS
06/28/2018	Platinum Tools 15015 Cat 5 Cab	40.64	IT	IT ITEMS
06/28/2018	NETGEAR 8-Port Gigabit Etherne	129.98	IT	IT ITEMS
06/28/2018	smart battery charger	39.95	ERR	PART- VEH #838
06/28/2018	3/4" rubber hole plugs	44.90	ERR	HOLE PLUGS- VEH #010
07/02/2018	Safety glass straps, markers,	54.24	WTP	GLASS STRAPS, MARKERS, SQUEEGEE
07/03/2018	BATTERY WITH CHARGER AND ZIP-T	46.39	PD	BATTERY WITH CHARGER AND ZIP-TIES
07/03/2018	INVESTIGATION SUPPLIES	150.41	PD	INVESTIGATION SUPPLIES
07/03/2018	Anchor for WTP boat	42.45	WTP	ANCHOR FOR WTP BOAT
07/03/2018	Sterns water flakes detergent	58.94	WTP	DETERGENT FOR SCBA MASK CLEANING
07/03/2018	brake pad sets for stock	68.64	ERR	BRAKE PAD SET FOR STOCK
07/04/2018	Galaxy S7 phone case	16.99	Admin	OPERATING SUPPLIES - LYNN HR
07/04/2018	3 WHEELED BUCKET DOLLIES	119.97	Fire	3 WHEELED BUCKET DOLLIES
07/04/2018	peg board hooks & organizers	22.98	ERR	PEG BOARD HOOKS / ORGANIZERS
07/04/2018	label tape	44.70	ERR	OFFICE SUPPLIES
07/05/2018	FORENSIC SUPPLIES FOR INVESTIG	68.20	PD	FORENSIC SUPPLIES FOR INVESTIGATIONS
07/08/2018	UNIFORM PIECES FOR DUTY BELT A	368.13	PD	UNIFORM PIECES FOR DUTY BELT AND EQUIP

Purchasing Examples

Comparison of the voucher list description to a local option can be tricky, and may lead to a comparison of "apples to oranges"

Examples:

- Voucher list description of Rubber bands for summer craft for $61.57.
  - The detailed invoice showed 5 different items purchased, the rubber bands costing 6.60 of the total.

- Voucher list description of Latex Gloves for $16.45
  - Based on that description, it appears the same thing locally would cost: $7.57
  - The Actual order was 2 boxes of 200 (400 gloves).
  - The local comparison was 1 box of 100.

- Voucher list description of Anti fog safety glasses, $39.30
  - Based on that description, it appears the same thing locally would cost: $2.25

  - The actual order was 3 pairs, designed for long term use.
  - The local option is for 1 pair, designed short term use.

Purchasing Statistics, FY 2018

		Amazon as a %
Amazon:	$ 94,245	against category:
Total expenditures:	$ 58,145,384	0.2%
Total expenditures less staff:	$ 35,842,776	0.3%
Supplies/Tools/Equipment	$ 2,421,782	3.9%
Expenditures made in 98221	$ 7,583,439	1.2%

Departmental Use of Amazon:		% of dept budget
Information Technology	$ 20,399	2.2%
Police	$ 6,163	0.1%
Fire	$ 5,519	0.2%
Facilities	$ 3,716	0.3%
Parks	$ 4,417	0.3%
Library	$ 9,818	0.7%
Water	$ 12,275	0.1%
Waste Water	$ 11,912	0.2%
ERR	$ 14,960	0.7%
All Others:	$ 5,066	0.0%
	$ 94,245	

Avoiding Amazon

- The heightened scrutiny on Amazon purchases is putting pressure on staff to not shop at Amazon.

- Real life examples of avoiding Amazon:

1. A part unavailable in the City was requested from a local store, who ordered it from Amazon, marked it up, and sold it to the City.
2. For a part unavailable in the City, but available at a box store in Burlington, a staff member spent roughly 90 minutes driving to Burlington, going into the store to purchase it, and driving back to Anacortes.

Anacortes City Council
Proposed Agenda Items for the Next Eight Weeks Beginning July 1, 2019

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

July 1, 2019
•Contract Award: Downtown Sidewalks Phase 4, #19-009-TRN-002 (Action)
•Contract Award: 2019 Asphalt Overlay, #19-004-TRN-003 (Action)
•Contract Award: Fiber Optic Telemetry HPDE Fittings and Micro Duct Purchase #14-056-IDS-011 (Action)
****

July 8, 2019
Special Meeting: 5:30 All Council Training: Microsoft Surface Books and Office 365 Rollout to Council Members
•Contract Award: March Point Area Roadway Repair 2019 #19-007-TRN-001 (Consent)
•Contract Award: Anacortes Public Library Roof Replacement #19-110-FAC-001 (Consent)
•Contract Award: Senior Center Metal Roof #19-066-FAC-001 (Consent)
•Update on Combined Sewer Overflow (CSO) Reduction Study (Discussion)
****

July 15, 2019
****

July 22, 2019
****

August 5, 2019
****

August 12, 2019
****

August 19, 2019

•Closed Record Decision Hearing, Calwest Inc., Ferry Terminal Road Conditional Use Permit to permit construction of 9-duplexes & preliminary approval of 9-lot short plat (Discussion/Possible Action)
****

August 26, 2019
****

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

•Planning, Monday, Jun 24, 2019, 5:00 PM, Main Conference Room, City Hall
•Finance, Wednesday, Jun 26, 2019, 5:00 PM, Main Conference Room, City Hall
•Public Works, Monday, Jul 1, 2019, 5:00 PM, Main Conference Room, City Hall
•Port/City Liaison, Tuesday, Jul 2, 2019, 8:30 AM, Port of Anacortes
•Planning, Monday, Jul 8, 2019, 5:00 PM, Main Conference Room, City Hall
•Finance, Wednesday, Jul 10, 2019, 5:00 PM, Main Conference Room, City Hall
•Skagit County Law & Justice Council, Wednesday, Jul 10, 2019, 8:15 AM, Mount Vernon
•Public Works, Monday, Jul 15, 2019, 5:00 PM, Main Conference Room, City Hall