



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

TUESDAY, January 2, 2018
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Oath of Office for Mayor and At Large Councilmembers
 - b. Election of Mayor Pro Tem
 - c. Planning Commission Appointments (Action)
 - d. Port/City Liaison Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of December 18, 2017
 - b. Approval of Claims in the amount of: \$1,171,955.50
 - c. Contract Award: Heart Lake Algae Management Plan 18-008-PRK-001
 - d. Contract Modification: Library Community Room Audio Visual System 17-109-FAC-001
 - e. Contract Award: Prosecution Services for 2018 18-013-LEG
6. **Public Hearings**
7. **Other Business**
 - a. * Resolution 2006: Sole Source Designation for Stryker Stretchers
(Discussion/Possible Action)
8. **Adjournment**

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

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



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning January 8, 2018

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

January 8, 2018

- Interlocal Agreement 256: Reciprocal Lending Agreement of Fire Equipment with Cities of Mount Vernon and Burlington
- Interlocal Agreement 260: Basic Life Support Transport Services with Skagit Fire District #13
- Closed Record Decision Hearing: Allen Family Investments Triplex Conditional Use Permit; 1211 & 1213 "H" Avenue, CUP-2017-0003 (Action)

January 16, 2018

- 2018-2022 CDBG - Five Year Consolidated Plan and One Year Action Plan Public Comment Period Opening
- Amendment 7 to Interlocal Agreement C20140640 with Skagit County for Ambulance Service
- Amendment 8 to Interlocal Agreement C20140640 with Skagit County for Ambulance Service

January 22, 2018

February 5, 2018

February 12, 2018

February 20, 2018

February 26, 2018

March 5, 2018

- 2018-2022 CDBG - Five Year Consolidated Plan and One Year Action Plan Public Process Conclusion

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Port/City Liaison, Tuesday, Jan 2, 2018, 8:30 PM, Port of Anacortes
- Housing Affordability & Community Services, Thursday, Jan 4, 2018, 1:30 PM, City Hall
- Planning, Monday, Jan 8, 2018, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Jan 9, 2018, 4:30 PM, Mayor's Office City Hall
- Finance, Wednesday, Jan 10, 2018, 5:00 PM, Main Conference Room, City Hall
- Public Works, Tuesday, Jan 16, 2018, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Jan 22, 2018, 5:00 PM, Main Conference Room, City Hall

**City of Anacortes
Mayor's Office**

Memo

To: Anacortes City Council
From: Laurie Gere, Mayor
Date: 12/19/2017
Re: Appointments to Anacortes Planning Commission

Planning Director Don Measamer and I reviewed the Talent Bank applications and interviewed four candidates for the vacancies on the Planning Commission. We are recommending the appointments of Jeffrey Graf and Ward MacKenzie to the Anacortes Planning Commission to replace the vacancies of retiring Commissioners Marty Laumbattus and Curt Oppel. We believe their educational background, skills, and experience would benefit the Planning Commission and our community. Attached are their Talent Bank Applications for your review.

Please submit any comments you may have prior to the City Council meeting on January 2, 2018 when I will be asking for your confirmation.

Thank you.

Ward R. MacKenzie
1302 7th Street
Anacortes, WA 98221-1811
mackenw@outlook.com
(206) 660-3515

12/18/17 2pm
RECEIVED
NOV 13 2017
CITY OF ANACORTES
EXEC ADMIN

Mayor Laurie Gere
PO Box 547
Anacortes WA 98221

Dear Mayor Gere,

I am applying to serve on the Planning Commission for the City of Anacortes.

Since I retired from public service last year, my wife Chris and I originally planned to move from Seattle in a few years after checking out other local communities. Our plans changed when we fell in love with Anacortes during a visit here. We moved into our new home in Old Town in July and recently purchased a residential rental property in the CBD.

Since then, I have been looking for the right opportunity to use my skills and experience in service to the community, so I was delighted to see the recruitment for membership on the Planning Commission. I believe that effective and well thought out planning and land use decisions are a critical part of community preservation, growth and sustainability and would be a committed participant in helping the City manage its growth challenges.

The experiences I had with community development and neighborhood planning in Seattle were valuable in many ways. I was able to participate in and help lead a planning process that effectively balanced community participation and input with the larger goals of the city government. I have also been a close observer of the consequences of rapid growth and the resulting challenges for local government.

Although most of my work experience has been in the uniquely complex and challenging environment of government, I have not been the typical public-sector manager. I successfully used concepts and methods from the private sector to assist both public and private sector organizations develop strategic business plans and address challenges.

The most important thing I can contribute is my passion for continuous improvement and effective governance to achieve positive results for residents and businesses.

Attached is a resume that briefly summarizes my experience and skills. I would enjoy the opportunity to discuss how I can be a part of helping the City of Anacortes manage change for positive outcomes.

Sincerely,



Ward MacKenzie

Ward R. MacKenzie

1302 7th Street

Anacortes, WA 98221-1811

(206) 660-3515

mackenw@outlook.com

PROFILE

Retired in 2016 from 40 years of public service in State, County and City government; moved to Anacortes in 2017; looking for an opportunity to contribute to the community.

Professional experience and skills in human services, management, team facilitation and development, finance, process improvement, human resources and project management.

Additional experience and skill areas include community building, land use and neighborhood planning, non-profit and small business management, residential construction.

EDUCATION

Master of Public Administration – Management, Organizational Development, Budgeting, Policy – UW 1997

MBA Courses – Management, Finance, Accounting, Economics, Technology, Labor Relations – WWU 1990 to 1992

Master of Social Work – Mental Health, Counseling, Policy – UW 1987

COMMUNITY PARTICIPATION

- Served as President of the local neighborhood community council
- Designed and facilitated community participation in the local neighborhood planning process (local recommendations for land use and city infrastructure development in the 1995 – 1999 City of Seattle Growth Management Act Update)
- Led the startup and implementation (and managed IT resources) of a local neighborhood community service office
- Worked with various non-profits on planning, management and operations (startup and development, grants and funding, strategic planning, board membership)
- Developed an emergency / disaster preparedness manual for our near neighbors group

OTHER EXPERIENCE

- Counseled small businesses on planning and operations
- Residential construction experience (remodeling and new construction)
- Own, manage, maintain and develop residential rental properties

EMPLOYMENT HISTORY

Division Administrator – Seattle City Light – 2008 to 2016

- Administrative management and special projects for Director of Customer Care Division
- 275 staff, \$25M operating budget, \$40M capital budget
- Manage HR processes (hiring, investigations, labor relations, grievances, disciplines)
- Budget planning and oversight, develop budget proposals, RFPs, consultant contracts
- Research, analysis, special projects

Senior HR Specialist – Seattle Dept. of Transportation – 2007 to 2008

- Professional staff recruiting and hiring processes for Planning Division
- Manage personnel issues (performance, discipline, grievances, labor relations)
- Provide coaching and guidance to managers

HR Manager – King Co. Records and Elections – 2005 to 2007

- Supervise HR professional staff (trainer, recruiter, public disclosure, administrative)
- Manage Division wide recruiting, testing, hiring, personnel issues, labor relations
- Provide coaching and guidance to managers

Quality Manager – WA Dept. of Social and Health Services – 1999 to 2003

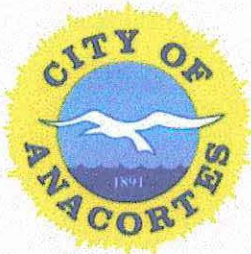
- Provided training and facilitated use of Lean Management methods in the King County region
- 600 staff, \$35 million budget
- Designed and delivered training and led teams in planning, improvements, project management
- Established region wide team planning and project management model

Community Services Office Administrator – WA Dept. of Social and Health Services – 1998 to 1999

- Managed DSHS office with 60 staff, \$4M budget
- Implemented a “just-in-time” service delivery model using Lean Management methods
- Managed community and stakeholder relations, contracts, facilities

Social Services Supervisor – WA Dept. of Social and Health Services – 1988 to 1998

- Supervised diverse teams of professional staff providing investigative and casework services
- Managed intake call center, field operations, quality of service, case management
- Recruited a diverse staff group with specialized skills, language proficiency and cultural sensitivity
- Partnered with community social services agencies, educators, tribes, law enforcement



Office of the Mayor
904 6th Street
PO Box 547
Anacortes, WA 98221
coa.mayor@cityofanacortes.org
360-299-1950

Talent Bank Application for Public Involvement

The City of Anacortes strives to build a productive working relationship between citizens and city departments. Citizens who serve on boards and commissions help to enhance diversity and ensure quality services to meet the needs of our city. We invite you to learn more about the citizens who comprise these groups as they represent the voice of the community. If you would like to become an active part of any of the boards and commissions that the City of Anacortes offers please complete the talent bank application form or contact us with any questions you might have. If you're not selected right away, remember that many people apply and that there are not always openings available. The city keeps all letters of application on file and reviews them whenever there is an opening. Appointments are made by the Mayor and confirmed by the City Council. Thank you for your interest.

What position(s) are you interested in being considered for (check all that are applicable):

☐	Ad Hoc Committee	☐	Anacortes Art Commission
☐	Board of Adjustment	☐	Anacortes Improvement Board
☐	Civil Service Commission	☐	Forest Advisory Board
☐	Historic Preservation Board	☐	Housing Authority Board
☐	Library Board of Trustees	☐	Museum Advisory Board
☐	Parks & Recreation Board	☒	Planning Commission

Applicant Information

Name Mackenzie, Ward R.

Last

First

Middle

Address 1302 7th St, Anacortes, WA 98221

Street

Apt. #

City

State

Zip Code

Home Phone () Cell Phone 206.660.3515

E-Mail Address mackenw@outlook.com

Biography/ Resume attached? ☒ Yes ☐ No

Skills/Training

Please describe your reasons for wanting to volunteer with the City of Anacortes:

~~Please refer to cover letter and resume~~

Please summarize your job-related skills, specialized training, or volunteer experience:

~~Please refer to cover letter and resume~~

List professional, trade, business, or civic associations and any offices held.

~~Please refer to cover letter and resume~~

List any additional information you would like us to consider.

References

Give the name and telephone number of two references who are knowledgeable about your qualifications and skills relative to volunteering at the City.

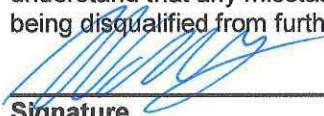
Clay Leming Ex Planning Commission member (360) 299-9530

<i>Name</i>	<i>Organization</i>	<i>Title</i>	<i>Work Phone</i>	<i>Other Phone</i>
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<i>Name</i>	<i>Organization</i>	<i>Title</i>	<i>Work Phone</i>	<i>Other Phone</i>
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Acknowledgements

My signature affirms that all information contained herein is true to the best of my knowledge, and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration.



Signature

Date

Kahns, Cherri

12/18/17
3pm

From: noreply@civicplus.com
Sent: Friday, November 10, 2017 11:47 AM
To: coa.mayor
Subject: Online Form Submittal: Talent Bank Application for Public Involvement

Talent Bank Application for Public Involvement

The City of Anacortes strives to build a productive working relationship between citizens and city departments. Citizens who serve on boards and commissions help to enhance diversity and ensure quality services to meet the needs of our city. We invite you to learn more about the citizens who comprise these groups as they represent the voice of the community. If you would like to become an active part of any of the boards and commissions that the City of Anacortes offers please complete the talent bank application form or contact us with any questions you might have. If you're not selected right away, remember that many people apply and that there are not always openings available. The city keeps all letters of application on file and reviews them whenever there is an opening. Appointments are made by the Mayor and confirmed by the City Council. Thank you for your interest.

What position(s) are you interested in being considered for? Planning Commission

First Name Jeffrey

Last Name Graf

Address 2406 Washington Court

City Anacortes

State WA

Zip Code 98221

Home Phone Number 360-293-2132

Cell Phone Number 360-969-3477

Email Address jcgraf@me.com

Biography / Resume attached? Yes

Uploaded Biography / Resume [Graf Jeff Resume Addendum.pdf](#)

Skills / Training

Please describe your reasons for wanting to volunteer with the City of Anacortes

My desire to volunteer in the position of Planning Commissioner is twofold. First, I see this position as an ideal opportunity for me to continue serving the public good, collaborating with other community members, with the goal of making Anacortes a better place to live, work and visit. Secondly, this position would provide me personally with an opportunity to develop new skills and experience in community planning and economic development and broaden my knowledge of city government. When I consider the issues and opportunities facing our city today, from affordable housing to implementing our city's comprehensive plan, I see this position as an extremely rewarding yet demanding opportunity to serve my community.

Please summarize your job-related skills, specialized training, or volunteer experience

I recently retired from active-duty military service with 26+ years of leadership and operational experience, directing small to very large numbers of personnel in positions of varying levels of responsibility and authority. During this time, I completed several specialized technical and leadership training programs and acquired and developed many skills such as listening, coaching, team building, data research and analysis, fiscal accountability and ethics. In my current position, I have developed an appreciation and understanding of our local and state municipal and administrative codes specific to building and conditional use permits, zoning regulations and community development. I have recently completed the Open Public Meeting Act (42.30 RCW) online course offered by the WA Department of Commerce.

List professional, trade, business, or civic associations and any offices held

During my military career, I was affiliated with several aviation and military-related professional associations and organizations. Although not permitted to hold office, I was an active and contributing member in each whether home, at-sea or abroad.

List any additional information you would like us to consider

As a military family, we have had the unique opportunity to have lived in a number of different cities, states and countries. In my opinion, this breath of experience and exposure to different communities and cultures would bring a diverse and beneficial perspective to the Planning Commission. I am a homeowner in Anacortes (12+ years) and recently built our retirement home here. We consider Anacortes our hometown. I have read the City's Affordable Housing Strategic Plan and Comprehensive Plan, and look forward to an opportunity to assist the Planning Commission, the City Council and you in its implementation. Thank you for your consideration.

References

Give the name and telephone number of two references who are knowledgeable about your qualifications and skills relative to volunteering at the City.

First Name	Matt
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Last Name	Miller
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Organization	City of Anacortes
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Title	City Council Member
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Work Phone Number	360-840-3447
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Other Phone Number	<i>Field not completed.</i>
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First Name	Elise
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Last Name	Cutter
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Organization	Island Hospital
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Title	Chief Financial Officer
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Work Phone Number	360-293-1300
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Other Phone Number	<i>Field not completed.</i>
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Acknowledgements

My signature affirms that all information contained herein is true to the best of my knowledge, and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration.

E-Signature	Jeffrey Graf
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Date	11/10/2017
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Email not displaying correctly? [View it in your browser.](#)

Resume Addendum

Jeffrey C Graf

Business Development Manager

Janicki Bioenergy/Janicki Industries, Sedro-Woolley, WA

2015 - Present

In this multi-purpose role, lead domestic and international business development of two distinct product lines in the waste-to-energy industry. In short period of time, developed and fostered numerous mutually beneficial relationships with key stakeholders and customers allowing Janicki Bioenergy to expand into several new opportunities and markets while increasing profitability and national exposure.

- Manages an annual portfolio valued more than \$18.0 million.
- Forged two Public Private Partnerships with private, state and federal agencies that leveraged \$5.5 million in private investment and state and federal grant funding opportunities.
- Created and fostered several private-sector, tribal and conservation association partnerships in support of waste processing technology on dairy farms throughout Washington and the mid-West.

Captain (O-6)

United States Navy

Retired 2015

Retired from the Naval Service following 27 years of honorable and distinguished service.

Jeffrey C Graf

Senior Operations / Program Manager

Results-driven Operations Professional with 25+ years of comprehensive leadership and program management experience directing top performing, cross-functional teams exceed their strategic objectives in demanding, technically sophisticated environments. A consensus builder with documented success overseeing multiple diverse programs across organizational lines. Hands-on experience in numerous technical fields. Experienced in Quality Assurance, Root Cause Analysis, EVM, and Risk Management. Reputation for dependability, work ethic, and commitment to providing exceptional customer service. Holds current TS / SCI clearance.

Key Operations / Program Management and Leadership Competencies Include:

- Large Unit Leadership & Team Building
 - Continuous Process Improvement
 - Project Development, Execution & Monitoring
 - Safety & Procedural Compliance
 - Problem Solving & Root Cause Analysis
 - Cost & Schedule Performance
 - Asset & Facilities Management
 - Diplomacy, Discretion & Ethics
-

Professional Experience

Chief, Senior Advisor Group – *Senior Military Advisor*

2014 – 2015

Office of Security Cooperation, U.S. Embassy, Baghdad, Iraq

Principal Military Advisor to Iraqi Minister of Defense and Chief of Staff Iraqi Defense Forces. Provides national security decision-making, strategic planning, crisis management and security cooperation / security assistance expertise to senior civilian and military leaders. Additional duty includes Contracting Officer Representative for a Firm Fixed Price Contract.

- Advise and assist in the development and execution of comprehensive military and security programs designed to man, train, equip and professionalize Iraqi Security Forces while conducting operations to defeat counter-insurgent and other internal threats to the Government and people of Iraq.

Executive Officer – *Chief Operations Officer*

2011 – 2013

Aircraft Carrier USS JOHN C. STENNIS (CVN 74)

Responsible for the operation, maintenance, training, logistics, personnel and administrative matters of a nuclear-powered aircraft carrier and a crew of more than 3,300 personnel.

Awarded 2012 Chief of Naval Operations Admiral J.D. Ramage Award for Operational Excellence.

- Aligned efforts of 20 departments to peak operational effectiveness garnering unequalled mission success during two eight-month Middle East and Western Pacific deployments. Monitored and evaluated departmental plans, schedules and budgets. Implemented process adjustments / improvements to remain on budget and maximize performance.
- Directed and controlled \$75.3M annual operating and training budget. Controlled and monitored \$65M comprehensive ship's propulsion plant and electrical generation system maintenance availability and re-certification project - ensured on time return to service. Maintained accountability of assets valued in excess of \$6.5B.
- Developed, executed and monitored ship's Quality Assurance / Maintenance and Material Management (3M) program achieving the highest performance metrics in task accomplishment and quality of work performed throughout the Navy. Performed more than 53,000 maintenance actions with a 96% quality completion rate.

Graduate Student

2009 – 2011

Naval Nuclear Power School / Naval Nuclear Power Training Unit, Charleston, SC

Graduate-level course of study in nuclear engineering and reactor technology designed to provide theoretical and practical knowledge of a shipboard nuclear power plant and associated propulsion and electrical systems.

Graduated with Distinction.

- Completed advanced coursework in applied mathematics, chemistry, physics, electrical engineering, materials, thermodynamics, reactor dynamics, core characteristics, and reactor systems and propulsion plant operations.

- Received in-depth instruction in the design and operation of a shipboard nuclear power plant to include mechanical and electrical systems and nuclear / propulsion plant casualty response. Qualified Engineering Officer of the Watch.

Deputy Commander – Senior Program Manager

2008 – 2009

Joint CREW Composite Squadron ONE, Camp Victory, Iraq

Directed counter radio-controlled improvised explosive device (C-RCIED) efforts throughout Iraq Theater of Operations.

Awarded Secretary of the Navy Unit Commendation for its extraordinary contributions.

- Directed and controlled 550 military and civilian personnel in 57 remote locations in C-RCIED system fielding and sustainment, and electronic warfare (EW) training and readiness.
- Developed and monitored US and Coalition Force ground-based EW doctrine and air / ground tactics, techniques and procedures. Controlled and monitored the procurement, fielding and sustainment efforts of more than 23,000 advanced C-RCIED electronic warfare systems ensuring increased joint and coalition capabilities against emerging enemy threats.

Commanding Officer / Executive Officer – Director of Operations / General Manager

2006 – 2008

Electronic Attack Squadron ONE THREE TWO, NAS Whidbey Island, WA

Responsible for the safety, well-being and combat readiness of 5 EA-6B Prowler aircraft and 260 personnel. Rated best of 4 Commanding Officers by superior.

Awarded 2007 Naval Air Force Atlantic Fleet Battle Efficiency Award as the finest EA-6B squadron in the fleet.

- Directed the safe execution of 3,919 combat flight hours exceeding theater commander's airborne Electronic Attack/C-RCIED requirement by more than 31% during sustained 24/7 combat operations in Iraq.
- Planned, executed, and monitored comprehensive type-model-series transition roadmap as the first EA-6B squadron to transition to the EA-18G aircraft.

Aviation Maintenance Officer / Quality Assurance Officer – Program Manager

2000 – 2002

Electronic Attack Squadron ONE THREE SIX, NAF Atsugi, Japan

Responsible for the maintenance and material condition of 5 EA-6B aircraft and 195 personnel.

Awarded 2002 Electronic Attack Wing Maintenance Squadron of the Year.

- Developed and directed numerous aircraft modifications and service-life improvement projects – completed on time and on budget. Quality Assurance programs and aircraft material condition efforts graded best of 14 squadrons.

Other Positions Include: Executive Assistant | Numerous leader / manager positions in Operations, Safety and Personnel

Education

Master of Science, National Resource Strategy | Strategic Supply / Information Operations Concentration

Industrial College of the Armed Forces, National Defense University, Washington, DC

Bachelor of Science, Aeronautics (Aeronautical Operations) | Business Management

San Jose State University, San Jose, CA

Professional Development

Progressing towards Project Management Professional and Lean / Six Sigma Green Belt Certifications | Syracuse University
Completed courses in Systems Engineering, Acquisition, Earned Value Management, Production Quality & Manufacturing, Reliability, Maintainability & Availability, and Risk Management | Defense Acquisition University

Security Cooperation Management – Overseas Course | Defense Institute for Security Assistance Management

Contracting Officer Representative | US Army Security Assistance Command

Occupational Safety and Health Professional | OSHAcademy

Scrum Fundamentals Certified | ScrumStudy.com

Senior-level & Mid-level Leadership / Management Training Courses | Center for Naval Leadership

Sexual Assault Prevention, Equal Opportunity & Information Security Annual Training | US Navy

City Council Minutes – December 18, 2017

Special Meeting

Mayor Laurie Gere called to order an advertised special meeting of the Anacortes City Council on December 18, 2017 at 5:30 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, Bruce McDougall and Matt Miller were present.

Executive Session (30 Minutes) per RCW 42.30.110 (i)

Mayor Gere announced that City Council and the City Attorney would convene in Executive Session for no more than 30 minutes to discuss potential litigation and that following the executive session the meeting would adjourn with no action being taken.

There being no further business, at approximately 5:56 p.m. the advertised special meeting of the Anacortes City Council for December 18, 2017 was adjourned.

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of December 18, 2017 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, Bruce McDougall and Matt Miller were present. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Recognition of Retiring Councilmember Erica Pickett: Mayor Gere moved this item to the end of the agenda.

Mr. Hoglund administered the oath of office to Mayor Laurie Gere for her 4-year term beginning January 1, 2018.

Public Safety Committee: Mr. Adams reported from the December 13 committee meeting at which Fire Chief Richard Curtis presented an update on the Fire/EMS 6-year master plan including the volunteer firefighter initiative, funding for a replacement ladder truck, funding for Fire Station 3 on March Point, and the 2018 EMS levy in Skagit County. Mr. Adams reported that Anacortes did not always receive the full amount that Anacortes taxpayers contribute to the levy and said the city was developing a strategy to address that situation with the county. Mr. Miller emphasized the importance of adequate levy funding to achieve 24-hour staffing at Fire Station 3. Mr. Adams said Police Chief John Small had reported that all was going well in the police department. Ms. Lovelett added that the committee had also talked about stress management for both firefighters and police officers and means of supporting first responders with counseling and debriefing following critical incidents.

Skagit County Marine Resources Committee: Mayor Gere advised that Ms. Lovelett had stepped down from the MRC and that Council would need to appoint a new representative as part of the committee assignments in January. Ms. Pickett explained the membership of the committee and its role in overseeing expenditure of grant monies for restoration efforts in the marine environment, particularly in and around Fidalgo Bay and March Point.

Public Works Committee: Mayor Gere announced that the regular committee meeting scheduled for earlier in the evening had been cancelled.

Mr. Johnson announced that because evening temperatures were forecast to be below 30 degrees through the end of the month, the cold weather shelter at the Salvation Army would be open each night beginning December 20. He invited volunteers interested in working evening or early morning shifts at the shelter to contact the Salvation Army.

Mr. Johnson announced that the Anacortes Senior College was seeking councilmembers willing to present at a seminar about city government. He invited his colleagues who might be interested in participating to contact him after the meeting.

Mr. Adams announced that he would be hosting at Ward 2 town hall meeting on Tuesday, January 9, 2018 from 6-8 p.m. at the Anacortes Senior Activity Center.

Mr. McDougall noted the recent FCC ruling that eliminated net neutrality protections for consumers and businesses that have been the norm for many years. He said the ruling will allow ISPs to speed up, slow down or block content and applications. Mr. McDougall read with permission from a letter submitted by constituent Steven Jones commenting on the FCC ruling and thanking the City for installing fiber infrastructure to modernize Anacortes and keep it competitive in the business world. Mr. Jones' letter was added the packet materials for the meeting.

Mr. Walters reported from the Ward 1 meeting hosted the prior Tuesday at the library. He indicated that attendees were very interested in a municipal fiber network but expressed concern about how to afford it. Other topics explored included how to fund paving of non-arterial streets which are not addressed in the pavement management plan; requests for additional emergency response drills (Mayor Gere advised that the next such drill was scheduled for February 13); the development code update, specifically concerns about parking for ADUs and standards for access to residences constructed on alleys; truck traffic on M Avenue; addressing homelessness; and the City Council process for approving contracts.

Public Comment

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

Consent Agenda

Mr. McDougall removed Items 5c, 5d and 5e from the Consent Agenda. Mr. Adams moved, seconded by Mr. Johnson, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

- a. Minutes of December 6, 2017 and December 11, 2017
- b. Approval of Claims in the amount of: \$332,092.82
- f. Interlocal Agreement 259: Skagit Conservation District for NPDES Phase II Public Outreach & Education 2018

The following vouchers/checks were approved for payment:
EFT numbers: 87412 through 87460, total \$107,171.60
Check numbers: 87461 through 87514, total \$237,445.59
Wire transfer numbers: 224700 through 225641, total \$3,862.81

- c. Contract Modification: On-Call Environmental Services Consultant 17-051-PLN-001 (Bachman Environmental, LLC)
- d. Contract Modification: On-Call Environmental Services Consultant 17-051-PLN-002 (GeoEngineers, Inc.)
- e. Contract Modification: On-Call Stormwater Engineering Consultant 17-051-PLN-003 (Gray & Osborne, Inc.)

Mr. McDougall commented, in relation to the three environmental consultant contract extensions on the Consent Agenda, that Fidalgo Bay Aquatic Reserve had written to councilmembers advising that the Nature Scorecard website had rated Anacortes very low for green development and stormwater management. Mr. McDougall asked if the city had any metrics in place to measure its own progress and whether its environmental consultants could recommend any such metrics. City Attorney Darcy Swetnam clarified that the three specific contract extensions on the Consent Agenda were to provide third party review for development applications, the cost of which was passed through to the applicants. Mr. Walters suggested that timely reviews were required to meet application processing timelines and that he did not favor deferring extension of the contracts. He supported addressing Mr. McDougall's question about scorecard metrics but said it was not directly related to the agenda items. Mayor Gere said the Public Works department would update Council on stormwater management at a City Council meeting in the near future.

Mr. Walters moved, seconded by Ms. Pickett, to authorize the mayor to sign the contract modifications described in Consent Agenda Items 5c, 5d and 5e. The motion carried unanimously by voice vote.

OTHER BUSINESS

Andeavor Donation to Anacortes Police Department

Police Chief John Small thanked Andeavor Corporation for its continued generous support of the Anacortes Police Department. Community Service Officer Karl Wolfswinkel recounted the history of Andeavor (formerly Tesoro) support of special project needs in the department since 2015. He described the department's most recent request for forensic equipment, lost person tracking equipment and a radar unit and announced that Andeavor had offered to donate \$25,000 for those items.

Matt Gill, Senior Manager for Government and Public Affairs at Andeavor, noted that 25% of the refinery's employees live in Anacortes and that the Andeavor Foundation focuses its gifts on public safety, STEM education and the environment which are all quality of life issues for company employees and the community. He invited the city to alert him of other related projects that might be in need of funding.

Ms. Lovelett moved, seconded by Mr. Miller, to approve the Andeavor donation to the Anacortes Police Department. The motion carried unanimously by voice vote.

Andeavor Donation to Anacortes Fire Department

Fire Chief Richard Curtis thanked Andeavor Corporation for its support and ongoing strong relationship with the Anacortes Fire Department including as part of the Community Awareness Emergency Response (CAER) network. Chief Curtis thanked Andeavor for its 2017 donation to fund a hydraulic cutter capable of shearing high tension steel to allow extrication of victims from motor vehicle accidents. He displayed graphics of the cutter and the related hydraulic spreader funded by an Andeavor donation in 2016. Mr. Walters, Ms. Lovelett and Mayor Gere agreed on the high value of this equipment which had been demonstrated to them at fire ops training in the past. Mr. Johnson moved, seconded by Mr. Adams, to accept the donation of \$20,000 from Andeavor to fund the Anacortes Fire Department's extraction equipment program. The motion carried unanimously by voice vote.

Public Informational Meeting: Ordinance 3019: Water System Plan

Assistant Public Works Director Matt Reynolds summarized his introduction of the Water System Plan update from the December 11, 2017 City Council meeting. Referring to his slide presentation, Mr. Reynolds listed the six items that the Department of Health indicated needed to be included in the update, then explained how each requirement had been addressed in the 10-page update. His slides were added to the packet materials for the meeting.

Mr. Walters inquired about Project P-2 listed on CIP Project Table 10-1, concerning a new water pressure zone near the Blue Heron Circle reservoir. He referenced correspondence from Haddon Road residents reporting low pressure and asked that Project P-2 move forward sooner rather than later if pressures in that area were not meeting the WAC. Ms. Swetnam advised that staff was currently addressing that matter with the residents and would report back to Council within days.

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

Mr. Johnson moved, seconded by Mr. Adams, to approve Ordinance 3019 adopting the 4-year limited update to the City of Anacortes 2011 Water System Plan. Vote: Ayes - Walters, Pickett, Adams, Lovelett, McDougall, Miller and Johnson. Motion carried.

Resolution 2004: Personnel Policies

Administrative Services Director Emily Schuh presented proposed Resolution 2004 to adopt revised personnel policies. She summarized the changes to the policy which primarily responded to federal and state law changes as outlined in the agenda bill. Ms. Schuh reported that staff had reviewed the proposed policies and provided useful feedback which had been incorporated into the policies. She advised that the policies were still under discussion with the Police Guild which was still in negotiations. Ms. Schuh elaborated on the Washington State paid sick leave law. Mr. Miller observed that small businesses statewide were struggling to comply with its requirements. Ms. Schuh noted that the Chamber of Commerce was sponsoring an informational presentation by the administering Department of Labor & Industries to assist local employers. Mr. Walters noted that councilmembers had just been provided the new policies earlier in the day and asked what else had changed in the 200-odd page document. Ms. Schuh observed that staff had been working on the policies with the Police Guild until 2:30 that afternoon. She said the model policies from the state had not been issued until November and that employees and bargaining units had to be given opportunity to respond. She noted that the Personnel Committee had reviewed the policies the prior month. Mr. Walters asked if adopting the proposed policies would conflict with the Police Guild contract. Ms. Schuh said it would not.

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

Mr. Johnson asked if the policies needed to be adopted before year end. Ms. Schuh noted that the state and federal law changes addressed by the policies would go into effect January 1. She added that the city had worked with an employment law attorney to draft the policies which were to serve as a model for other agencies.

Mr. Miller moved, seconded by Mr. Johnson, to approve Resolution 2004 adopting the City's revised Personnel Policies.

Vote: Ayes - Pickett, Adams, Miller and Johnson. Nays – Lovelett, McDougall and Walters. Motion carried.

4th Quarter Finance Update

Finance Director Steve Hoglund updated Council on the city's financial position through November 30. He reviewed the customary series of graphs and charts included in the packet materials for the meeting including property, sales, real estate excise and lodging tax revenues, impact fees, revenues and expenditures vs. budget by fund, and capital projects. Mr. Hoglund noted that REET revenue was lower than prior year but that the fund would still finish the year with positive cash and noted higher than expected lodging tax revenue. He explained the few apparent anomalies caused by non-linear revenue and

expenditure streams and elaborated on several items that would be addressed by the budget amendment later on the agenda. Mr. Hoglund responded to councilmember questions about a number of funds. He concluded that the economy was healthy and the city's financial position offered no cause for concern.

Mr. Johnson commented that housing the homeless is an expanded allowed use of REET 2 through 2019.

Mr. Hoglund summarized the city's cash and investment portfolio, demonstrated that the portfolio complied with the current investment policy and explained upcoming changes to that policy that would be presented to Council for approval in 2018 to eliminate individual Government Sponsored Enterprise limits without effectively changing the risk of the investment portfolio. Mr. Walters asked that operating cash be reflected on the investment diversification report. Mr. Hoglund agreed to circulate a revised report to councilmembers.

Ordinance 3016: Amending the 2017/2018 Budget

Mr. Hoglund presented Ordinance 3016 to amend year 2017 of the 2017/2018 biennial budget. He said most of the items were cost neutral. Mr. Hoglund reviewed each line item of the agenda and responded to councilmember questions. Several councilmembers inquired about the budget for the A-Town publication and its actual cost compared to prior years. Mr. Walters asked how much of the increase in park utility expenses reflected water usage at the new spray pad. Mr. Hoglund said he would compile those figures and report back to Council.

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

Ms. Pickett moved, seconded by Mr. Johnson, to adopt Ordinance 3016 amending the 2017/2018 biennial budget. Vote: Ayes - Adams, Lovelett, McDougall, Miller, Johnson, Walters and Pickett. Motion carried.

Recognition of Retiring Councilmember Erica Pickett

Mr. Adams moved to add new Item 8a to the agenda for a resolution to name a city park. The agenda was thus amended by unanimous consent. Mayor Gere read aloud proposed Resolution 2005 to name the future park between 21st and 22nd Streets off of Commercial Avenue "Pickett Park". The resolution was added to the packet materials for the meeting. Mr. Adams moved, seconded by Ms. Lovelett and Mr. Johnson, to approve Resolution 2005 naming a pocket park between 21st and 22nd Streets off of Commercial Avenue as "Pickett Park". Vote: Ayes – Lovelett, McDougall, Miller, Johnson, Walters and Adams. Abstain – Pickett. Motion carried.

Mayor Gere summarized Ms. Pickett's 34-year history of public service in Anacortes beginning with her 1983 appointment to the Forest Advisory Board on which she served until 1998, continuing with her 1984 appointment to the Planning Commission on which she served until 2006 (including several terms as chair of that body), and her 2006 election to the City Council on which she would continue to serve until the expiration of her term on December 31, 2017. Mayor Gere lauded Ms. Pickett's knowledgeable service on the Planning Commission and skilled service as its chair, her concern for Anacortes citizens and careful stewardship of city resources, and her institutional knowledge that had proven invaluable to her colleagues in many settings. She praised Ms. Pickett's common sense and sage wisdom. On behalf of the entire community, the mayor thanked and applauded Erica Pickett. Mayor Gere presented Ms. Pickett with an Award of Excellence recognizing her 34 years of valuable dedication, leadership, contributions and accomplishments.

Ms. Pickett thanked the skilled professional staff at City Hall and the three wonderful mayors under whom she served. She observed that making a city into a hometown is everybody's job, from staff

through volunteers. Ms. Pickett thanked the community for the pleasure of serving. Mr. Adams and Mr. Johnson expressed their thanks and appreciation to Ms. Pickett.

Mayor Gere invited audience members to join the mayor and City Council at an advertised public reception honoring Ms. Pickett immediately following the meeting.

There being no further business, at approximately 7:50 p.m. the Anacortes City Council meeting of December 18, 2017 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the January 2, 2018 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
225634	6/10/2017	1234	10831	WITHEFORD, PETER	HAM RADIO TECHNICIAN MANUALS	\$271.81
226113	9/7/2017	1429	09794	ACME CREATIVE	ACE WEBSITE DESIGN AND MAINTENANCE	\$99.59
226035	9/20/2017	ANAFIB-I1001	10592	HENKELS & MCCOY, INC	FIBER BUILD PROJECT - PAY APP 2	\$214,901.88
224859	9/28/2017	290125	01023	FRONTIER BUILDING SUPPLY	LUMBER- OPS REMODEL	\$43.54
226206	10/1/2017	2568	02469	SKAGIT COUNTY SHERIFF'S OFFICE	INMATE MEDICAL 2ND HALF FOR 2017	\$11,029.85
222983	10/11/2017	147486	02280	SCOTT RICHARDS INSURANCE, INC	INSURE ER 859 MAULDIN PAVER	\$184.63
225930	10/17/2017	17419.00-7	04441	GRAY & OSBORNE INC	WATER TRANSMISSION MAIN REHABILITATION - PHASE 1 - 9/17/17-10/14/17	\$3,093.78
226006	10/30/2017	129816	10177	INFOSEND, INC.	PROGRAMMING - LINE ORDER REVISIONS	\$160.00
226009	10/31/2017	127660	10177	INFOSEND, INC.	UB STATEMENT PROCESSING - OCTOBER	\$3,569.84
226219	11/1/2017	162	06629	BOYS & GIRLS CLUBS	OCTOBER - LUNCH PROGRAM SERVICE PROVISION	\$860.00
225917	11/2/2017	10799	10273	SKILLINGS CONNOLLY, INC	WASTEWATER TREATMENT PLANT OUTFALL REPAIR DESIGN 9/26/17-10/25/17	\$21,384.55
225759	11/7/2017	58205	00592	CODE PUBLISHING INC	MUNICIPAL CODE WEB HOSTING, CODETRAK 11/2017-6/2018	\$650.20
225833	11/9/2017	3554	10767	IRONCLAD COMPANY	PARTS- VEH #303	\$230.02
224201	11/9/2017	149351	02280	SCOTT RICHARDS INSURANCE, INC	INSURE OPERATIONS SHOP UPGRADES	\$38.33
224292	11/13/2017	WA00208 - W683-17	00780	DEPARTMENT OF ECOLOGY	LAB ACCREDITATION RENEWAL	\$840.00
225932	11/13/2017	1200085946	05880	HDR ENGINEERING, INC	WATER SYSTEM MODEL UPDATE 9/3/17-10/28/17	\$811.43
225940	11/15/2017	7878692	08566	LEAF	PROPERTY TAX ON WWTP PRINTER	\$27.19
226208	11/16/2017	12667	07568	THE PLUMBING GUYS, INC	FAUCET REPAIR @ LIBRARY	\$422.17
225839	11/17/2017	1821	09986	SIGNDOG NW	SIGNS FOR GUEMES CHANNEL TRAIL	\$358.05
225918	11/21/2017	1121	07646	NORTHWEST ELEVATIONS INC	ELEVATOR REPAIR @ MUSEUM	\$1,383.38
226246	11/26/2017	5004012027	02193	FERRELLGAS	PROPANE AUTOGAS OCTOBER-NOVEMBER	\$1,369.87
225775	11/28/2017	1172940	10789	TRINITY CONSULTANTS, INC.	WWTP INCINERATOR AIR DISPERSION MODELING - 10/27/17-11/28/17	\$543.38
226005	11/29/2017	7676	10850	FUELCARE	#9902A GENERATOR MAINTENANCE	\$2,702.74
225569	11/29/2017	331 0378747	08646	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE	\$59.07
225796	11/30/2017	80202598	02154	150-PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL AND COMPRESSED GASES 10/20-11/20/17	\$337.29

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
225279	11/30/2017	1414-U01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - BOILERS	\$1,045.94
225750	11/30/2017	83949^	00369	BLYTHE PLUMBING & HEATING INC	HEATING REPAIR @ WTP	\$1,430.38
226221	11/30/2017	163	06629	BOYS & GIRLS CLUBS	NOVEMBER - LUNCH PROGRAM SERVICE PROVISION	\$620.00
225532	11/30/2017	248 984 6277 5	00494	CASCADE NATURAL GAS CORP.	14489 RIVERBEND RD., 10/28-10/31/17	\$2,413.27
225614	11/30/2017	1184813	00999	FOSTER PEPPER PLLC	WATER TREATMENT PLANT MATTER NO. 96	\$640.50
225615	11/30/2017	1184820	00999	FOSTER PEPPER PLLC	WATER TELEMTRY SYSTEMS MATTER NO. 100	\$300.00
226008	11/30/2017	129053	10177	INFOSEND, INC.	UB STATEMENTS PROCESSING NOVEMBER	\$3,562.23
225613	11/30/2017	3091213880	04296	LEXISNEXIS	ON-LINE LEGAL LIBRARY NOVEMBER 2017	\$278.85
225912	11/30/2017	IN925802	10389	NOANET	FIBER NETWORK OPS, GIS, AND ENGINEERING SUPPORT - NOVEMBER 2017	\$19,617.50
225913	11/30/2017	IN925803	10389	NOANET	TRAVEL EXPENSES NOV 2017 - FIBER NETWORK OPS, GIS, AND ENGINEERING SUPPORT	\$1,668.93
225914	11/30/2017	IN925804	10389	NOANET	TRAVEL DAYS - FIBER PROJECT	\$1,312.00
225966	11/30/2017	P1529-16	06985	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP	\$892.50
225908	11/30/2017	0173	02468	SKAGIT COUNTY SOLID WASTE FUND	NOVEMBER TONNAGE HAULED	\$66,497.76
225963	11/30/2017	010976	00930	SKIDMORE PHARMACY INC.	NOV PHARMACY COPAYS, LEOFF1 RETIREE	\$41.63
226029	11/30/2017	386000156	08528	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 11/1/2017 - 11/30/2017	\$61.00
225757	12/1/2017	58398	00592	CODE PUBLISHING INC	MUNICIPAL CODE WEB UPDATE	\$119.08
225638	12/1/2017	360-293-0045-0223175	07909	FRONTIER COMMUNICATIONS	BACKUP LINES 12/1 - 12/31	\$146.86
225800	12/1/2017	0070522-IN	07716	LIBERTY PROCESS EQUIPMENT INC	RETAINING RING	\$136.09
225925	12/1/2017	17-64605-1	10809	MILLENNIUM	FIBER SPLICE PROTECTION SLEEVES, ALCOHOL PADS	\$155.84
225642	12/1/2017	916	10520	MIN-NS	DECEMBER SUBSCRIPTION	\$130.20
225200	12/1/2017	17-109-FAC-0021	04690	NORTH WEST COLORS PAINTING	RETAINAGE RELEASE	\$508.50
225843	12/1/2017	530	02141	PORT OF ANACORTES	DOCK RENTAL QD-13 QD-23 & QD-27	\$98.88
225844	12/1/2017	983	02141	PORT OF ANACORTES	DOCK RENTAL - QD-19	\$32.96
225845	12/1/2017	984	02141	PORT OF ANACORTES	DOCK RENTAL - QD24	\$32.96
225846	12/1/2017	985	02141	PORT OF ANACORTES	Dock Rental - QD-21	\$32.96
225847	12/1/2017	986	02141	PORT OF ANACORTES	DOCK RENTAL - QD-22	\$32.96
225841	12/1/2017	987	02141	PORT OF ANACORTES	DOCK RENTAL	\$32.96
225842	12/1/2017	989	02141	PORT OF ANACORTES	Doc rental - QD-25	\$32.96
225670	12/1/2017	200012505505	02192	PUGET SOUND ENERGY	14489 RIVER BEND ROAD, 11/1/2017-11/30/2017	\$62,242.96
225851	12/1/2017	108829	08325	VENTEK INTERNATIONAL	MONTHLY CARRIER AND SERVER HOSTING FOR	\$90.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
226053	12/4/2017	1002115920	10599	CLEAN HARBORS	SODIUM FLUORIDE SLUDGE REMOVAL~	\$744.17
225773	12/4/2017	95057768	07451	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE SOLUTION	\$4,310.30
225748	12/4/2017	10743200	01165	HACH COMPANY	CHLORINE RESIDUAL PROCESS ANALYZERS	\$6,946.01
225639	12/4/2017	0000602734	01910	NORTHWEST ESD 189	FACILITY RENTAL FOR EOC TRAINING	\$85.75
225998	12/5/2017	111-1753797	00289	BANK OF NEW YORK MELLON	ANAUTIBAB10 AGENT & ADMIN FEE - 2018	\$350.00
226114	12/5/2017	6475	08361	CONTEC SYSTEMS INDUSTRIAL CORP	ANNUAL CEM DAS TECHNICAL & SOFTWARE	\$7,500.00
225794	12/5/2017	98213709	03325	LEXISNEXIS MATTHEW BENDER	PUB DEF LIB-PRACT GUIDE	\$382.26
225272	12/5/2017	December	07723	SKAGIT LAW GROUP PLLC	PROSECUTING ATTORNEY SERVICES DEC. 2017	\$6,000.00
225828	12/5/2017	1198995	02681	SURETY PEST CONTROL	MONTHLY PEST CONTROL - RAT TRAPS AROUND	\$48.83
226034	12/6/2017	315741	09765	DOORMAN COMMERCIAL, LLC	LIBRARY SLIDER DOOR REPAIR	\$1,822.80
226054	12/6/2017	10747417	01165	HACH COMPANY	PH SENSOR	\$2,397.25
225802	12/6/2017	200015995380	02192	PUGET SOUND ENERGY	ELECTRICITY; 11/4/17-12/5/17	\$2,022.08
225922	12/6/2017	220014355758	02192	PUGET SOUND ENERGY	CAR CHARGING STATION 11/4-12/5/17	\$21.86
225923	12/6/2017	10852	10273	SKILLINGS CONNOLLY, INC	WASTEWATER TREATMENT PLANT OUTFALL REPAIR DESIGN - 10/26/17-11/25/17	\$400.10
225856	12/6/2017	331 0379822	08646	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE	\$59.07
225622	12/7/2017	AR87062	09741	ELECTRONIC BUSINESS MACHINES	COPIER USAGE: 8/12 - 11/11	\$246.63
225850	12/7/2017	0579878	00932	FERGUSON ENTERPRISES, INC	2 MALE ADAPTER, 90 ELBOW	\$15.45
226153	12/7/2017	12/07/2017	00955	FIDALGO CLEANING	CLEANING - CARNEGIE	\$50.00
225871	12/7/2017	192173	00950	FIDALGO COFFEE ROASTERS	3RD FLOOR BREAKROOM COFFEE	\$201.81
226050	12/7/2017	173598522	10094	GOOD TO GO!	TOLL FOR 520 (HAZMAT CLASS)	\$2.75
225467	12/7/2017	743355	01421	JCI JONES CHEMICALS INC	SODIUM HYPOCHLORITE 12.5% SOLUTION	\$4,111.24
225929	12/7/2017	7801	07474	MACLEOD RECKORD PLLC	GUEMES TRAIL DESIGN - PHASE 6 - 10/26/17-11/30/17	\$450.78
225928	12/7/2017	17-64605-2	10809	MILLENNIUM	LIGHT BRIGADE CABLE PREP TOOL KIT FOR FIBER PROJECT	\$508.19
225904	12/7/2017	MV179987	01801	MOTOR TRUCKS, INC	PARTS- VEH #303	\$149.27
225774	12/7/2017	220013297076	02192	PUGET SOUND ENERGY	100 STATE ROUTE 20 11/7-12/6/17	\$19.79
225829	12/7/2017	220013297498	02192	PUGET SOUND ENERGY	CASINO DRIVE UNDER TWIN BRIDGES 11/7-12/6/17	\$74.61
225651	12/7/2017	150049	02280	SCOTT RICHARDS INSURANCE, INC	COMMERCIAL FINE ARTS INSURANCE 2018	\$2,177.00
225655	12/7/2017	150050	02280	SCOTT RICHARDS INSURANCE, INC	COMMERCIAL INLAND MARINE INSURANCE - POLICE EQUIPMENT 2018	\$11,029.00
225662	12/7/2017	150051	02280	SCOTT RICHARDS INSURANCE, INC	COMMERCIAL INLAND MARINE INSURANCE - THOMPSON TRAIN 2018	\$630.00
226077	12/7/2017	018777	02405	SEBO'S DO-IT CENTER	FASTENERS	\$2.47
225902	12/7/2017	0101337-IN	02574	SOLID WASTE SYSTEMS, INC	PARTS- VEH #511	\$552.91

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
225865	12/8/2017	750261	00306	BAYSHORE OFFICE PRODUCTS INC	DEPT. CALENDARS	\$42.18
225934	12/8/2017	0149311	06077	GEOENGINEERS, INC.	STREAM BAS REVIEW AND CODE UPDATE RECOMMENDATIONS - 10/29/17-11/24/17	\$3,902.25
226055	12/8/2017	10750359	01165	HACH COMPANY	CHLORINE ANALYZER, FLOW CELL SENSOR	\$26,611.71
226056	12/8/2017	10751437	01165	HACH COMPANY	PETRI DISHES	\$344.93
226067	12/8/2017	3865436	01362	ISLAND FAMILY PHYSICIANS	CDL PHYSICAL	\$200.00
225903	12/8/2017	MV180108	01801	MOTOR TRUCKS, INC	PARTS- VEH #303	\$923.86
225733	12/8/2017	Schuh29199	03535	NPELRA	NATIONAL PELRA MEMBERSHIP DUES, 2018 YEAR, E. SCHUH	\$200.00
226164	12/8/2017	987643660001	01962	OFFICE DEPOT, INC.	OFFICE SUPPLIES	\$84.10
226165	12/8/2017	987648851001	01962	OFFICE DEPOT, INC.	OFFICE SUPPLIES	\$6.35
225927	12/8/2017	12735A	07568	THE PLUMBING GUYS, INC	AFD REPAIR WATER HEATER PILOT	\$91.14
225804	12/10/2017	8493 30 017 0490698	04412	COMCAST	CITY HALL INTERNET CONNECTION 12/20-1/19/18	\$186.12
225805	12/10/2017	8498 30 030 0111230	04412	COMCAST	WTP 14489 RIVER BEND RD. - 12/19-01/18/18	\$224.54
226015	12/11/2017	80646	00003	A-1 MOBILE LOCK AND KEY, INC.	ADDITIONAL KEYS FOR AV SYSTEM FOR LIBRARY MEETING ROOM	\$139.42
225836	12/11/2017	120917	00180	ANACORTES TOWING LLC	TOWING; APD CASE #17-A09536	\$162.75
225899	12/11/2017	750278	00306	BAYSHORE OFFICE PRODUCTS INC	CALENDARS FOR 3RD FLOOR STAFF	\$184.53
226200	12/11/2017	901158983	05090	BSN SPORTS, LLC	BASKETBALLS	\$168.18
225931	12/11/2017	1056861	07181	BUILDERS EXCHANGE OF	PUBLISH MARCH POINT RD SHOULDER WIDENING PROJECT DOCS	\$8.65
225840	12/11/2017	8498 30 017 0464628	04412	COMCAST	WA PARK INTERNET 12/21-1/20/18	\$106.12
225911	12/11/2017	25875	00715	DAHL ELECTRIC, INC	TROUBLESHOOT INTAKE STATION TRIPPING BREAKER	\$575.05
225855	12/11/2017	WAMO144048	00939	FASTENAL CO	SAFETY GLASSES, GLOVES	\$272.39
225853	12/11/2017	742840	01421	JCI JONES CHEMICALS INC	SODIUM HYDROXIDE - WTP	\$3,970.97
225854	12/11/2017	742844	01421	JCI JONES CHEMICALS INC	CHLORINE	\$8,100.00
225900	12/11/2017	933032-0	09557	KEENEY'S OFFICE SUPPLY, INC.	'D' BATTERIES - PARKS	\$11.40
225926	12/11/2017	17-64554a	10809	MILLENNIUM	720C MAX TESTER FOR FIBER PROJECT	\$6,068.76
225807	12/11/2017	001-388546	02109	PISTON SERVICE OF ANACORTES	PART- VEH #854	\$15.80
226045	12/11/2017	300000290019	02192	PUGET SOUND ENERGY	ALL STATIONS: 11/3 - 12/5	\$992.25
225939	12/11/2017	300000290035	02192	PUGET SOUND ENERGY	ALL MUSEUM VENUES 11/4-12/5/17	\$345.51
225933	12/11/2017	300000305007	02192	PUGET SOUND ENERGY	METERS, VAULTS & STREET LIGHTS 11/1-12/1/17	\$380.33
225962	12/11/2017	3000000000343	02192	PUGET SOUND ENERGY	ELEC.-PARKS/DEPOT/FID. CTR/CITY	\$4,069.10
226044	12/11/2017	300000290027	02192	PUGET SOUND ENERGY	WTP ELECTRICITY IN TOWN STATIONS	\$3,292.13
226000	12/11/2017	300000300008	02192	PUGET SOUND ENERGY	ENERGY BILLING FOR 500 T AVENUE	\$17,838.43

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
225967	12/11/2017	P1529-17	06985	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP	\$4,629.80
225797	12/11/2017	0214743-IN	02260	REISNER DISTRIBUTOR INC	DIESEL FUEL CLEANER	\$789.42
225935	12/11/2017	2406	04323	WELCH BROTHERS CONSTRUCTION	EMERGENCY SEWER REPAIR: 41ST & M; FIR CREST BLVD - PAY APP 1	\$23,986.80
225936	12/11/2017	2407	04323	WELCH BROTHERS CONSTRUCTION	EMERGENCY SEWER REPAIR: 41ST & M; FIR CREST BLVD - PAY APP 2	\$11,953.52
225870	12/12/2017	4TH QTR. 2017	00148	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER VIC 4TH QTR. REIMBURSE	\$14,350.00
225869	12/12/2017	December 12, 2017	00148	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER 2% FERRY REIMBURSE	\$15,287.26
226203	12/12/2017	901170448	05090	BSN SPORTS, LLC	BASKETBALLS	\$406.88
226051	12/12/2017	978 800 0000 1	00494	CASCADE NATURAL GAS CORP.	STA 3: 11/14 - 12/11	\$124.78
225959	12/12/2017	116634	09302	FIDALGO ANIMAL MEDICAL CENTER	K9 T-BONE WELLNESS EXAMINATION WITH SHOTS	\$306.87
226143	12/12/2017	GI-0300966	01124	GRANICH ENGINEERED PRODUCTS	LEVEL TRANSDUCER	\$1,202.62
225920	12/12/2017	781715	05284	GUARDIAN SECURITY SYSTEMS INC	FIRE SYSTEM REPAIR @ WTP	\$426.30
226022	12/12/2017	10755003	01165	HACH COMPANY	HYDROCHLORIC ACID	\$158.58
226197	12/12/2017	743675	01421	JCI JONES CHEMICALS INC	FREIGHT FOR CAUSTIC SODA	\$726.55
225857	12/12/2017	10788	01908	NORTHWEST CLEAN AIR AGENCY	2018 LOCAL ASSESSMENT - PER CAPITA FEE	\$5,803.00
226016	12/12/2017	2422	04817	NW CLEANERS	WASHINGTON PARK LOWER RESTROOM CLEANING	\$225.00
225772	12/12/2017	P1611-4	06985	QCC QUALITY CONTROLS CORP.	WWTP PUMP STATION 8 TELEMETRY UPGRADES	\$6,779.45
225806	12/12/2017	34996	02550	SMITH CHEV-BUICK-GEO, JERRY	SENSOR- VEH #030	\$32.48
225919	12/12/2017	1197310	02681	SURETY PEST CONTROL	CITY HALL RODENT CONTROL	\$43.40
226026	12/13/2017	5003403	00145	ANACORTES AMERICAN	ANNUAL RENEWAL OF NEWSPAPER FOR MAYOR	\$43.00
226007	12/13/2017	129814	10177	INFOSEND, INC.	SNIPE - FIBER OPTICS AD	\$660.00
225830	12/13/2017	ReimbLudemann	04847	LUDEMANN, WILLIAM	MILEAGE FOR TRAINING CLASS	\$25.84
225916	12/13/2017	IN925849	10389	NOANET	FIBER PROJECT PROMOTIONAL MATERIALS	\$845.91
225937	12/13/2017	99861019	01351	RICOH USA, INC	S/N C32029555 CITY HALL COPIER 3RD 12/1-12/31/17	\$377.30
226001	12/13/2017	1084895	02519	SKAGIT PUBLISHING LLC	PUBLISH AA-1704136 AA-1705363 AA-1705922	\$320.74
225799	12/13/2017	WDA2018	09633	WASHINGTON DEFENDER	PUB DEF BAR DUES	\$175.00
225835	12/14/2017	Art in Anacortes	06335	ANACORTES ARTS FESTIVAL	LTAC ART IN ANACORTES EVENT	\$10,000.00
225862	12/14/2017	arts festival	06335	ANACORTES ARTS FESTIVAL	REIMBURSEMENT FOR PAYMENT OF PORTABLE	\$800.00
225866	12/14/2017	1990486254	06718	ARAMARK	APD NYLON MATS CLEANED	\$16.28
225938	12/14/2017	1990486262	06718	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$67.09
226057	12/14/2017	318	06414	BLUE COW CARWASH	20 CAR WASHES- OCTOBER & NOVEMBER	\$180.00
225863	12/14/2017	192314	00950	FIDALGO COFFEE ROASTERS	WWTP BREAKROOM SUPPLIES	\$93.00
225905	12/14/2017	194754/1	06246	H.B. JAEGER	1/4" COUPON RET PILOT BIT	\$47.20

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
224588	12/14/2017	55634/2	06246	H.B. JAEGER	WATER INVENTORY PARTS	\$2,581.99
225906	12/14/2017	55635/2	06246	H.B. JAEGER	3/4 X 3/4 X 2.5" MTR CPLG	\$667.49
226192	12/14/2017	628434	01525	LABCONCO CORPORATION	LABSOLUTIONS DETERGENT~	\$297.08
225901	12/14/2017	001-388879	02109	PISTON SERVICE OF ANACORTES	PARTS- VEH #034	\$151.92
225968	12/14/2017	2509677	02342	SAFEWAY INC	PAPER PLATES, WELLNESS	\$4.33
225898	12/14/2017	ReimbScheepers	09256	SCHEEPERS, EDWIN	PATROL LIGHT BULB FOR CAR; OFC SCHEEPERS	\$10.73
226033	12/14/2017	APD Q1 18	02505	SKAGIT- 911	1ST INSTALLMENT FISCAL YEAR 2018; USER FEE AND RADIO MAINTENANCE/MNGT	\$45,978.72
226068	12/14/2017	1197354	02681	SURETY PEST CONTROL	STA 2 - DECEMBER SERVICE	\$44.49
226111	12/14/2017	114-6148584	04834	UNITED SITE SERVICES, INC	6300 SUNSET AVE., WINTER WONDERLAND	\$162.58
225792	12/14/2017	9003176679	03138	ZEP SALES & SERVICE	ZEP CLEANERS	\$329.62
225915	12/15/2017	LTAC Farmers Market	10667	ANACORTES FARMERS MARKET	LTAC ANACORTES FARMERS MARKET PROJECT	\$7,000.00
226076	12/15/2017	2-560558	00789	DIAMOND RENTALS INC.	BACKPACK BLOWER	\$246.08
225909	12/15/2017	LTAC Vintage Market	10255	DOYLE, STACY	LTAC 2017 VINTAGE MARKET	\$10,000.00
225969	12/15/2017	55661/2	06246	H.B. JAEGER	PIPE LUBE FOR FIBER PROJECT	\$20.62
226108	12/15/2017	295700	02549	SMILEY'S INC	PART- VEH #819	\$91.68
226142	12/15/2017	65586	03707	WESTECH ENGINEERING, INC.	FILTER MEDIA AND CAULKING	\$673.44
226156	12/16/2017	35714	01530	LAKE SIDE INDUSTRIES, INC.	GRAVEL FOR DOG PARK	\$79.47
225961	12/16/2017	000099E018507	02817	UNITED PARCEL SERVICE	RETURN ITEM TO HACH - WTP	\$9.71
226046	12/17/2017	8498 30 017 0543538	04412	COMCAST	DEPOT 611 R AVENUE - 12/22-1/21/18	\$186.12
226004	12/17/2017	121817	00955	FIDALGO CLEANING	CLEANING & SUPPLIES	\$700.00
226024	12/18/2017	1509	09794	ACME CREATIVE	ACE WEBSITE MAINTENANCE	\$67.50
226205	12/18/2017	12172017	00180	ANACORTES TOWING LLC	TOWING; APD CASE #17-A09730	\$162.75
226002	12/18/2017	1990490225	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$71.61
226167	12/18/2017	83975^	00369	BLYTHE PLUMBING & HEATING INC	BOILER REPAIR	\$1,568.91
226028	12/18/2017	038 200 0000 2	00494	CASCADE NATURAL GAS CORP.	APD 11/17/17-12/15/17	\$668.15
226049	12/18/2017	169 400 0000 9	00494	CASCADE NATURAL GAS CORP.	STATION 2: 11/17 - 12/15	\$147.60
226020	12/18/2017	199 800 0000 4	00494	CASCADE NATURAL GAS CORP.	MHC/WTP 11/17-12/15/17	\$216.02
226018	12/18/2017	440 400 0000 0	00494	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 11/17-12/15/17	\$574.88
226047	12/18/2017	674 400 0000 7	00494	CASCADE NATURAL GAS CORP.	STA 1: 11/17 12/15	\$171.19
226031	12/18/2017	710 300 0000 5	00494	CASCADE NATURAL GAS CORP.	OPERATIONS: 11/17 - 12/15/17	\$776.66
226017	12/18/2017	795 700 0000 4	00494	CASCADE NATURAL GAS CORP.	CITY HALL 11/17-12-15/17	\$1,017.26
226025	12/18/2017	912 800 0000 0	00494	CASCADE NATURAL GAS CORP.	CARNEGIE 11/17-12/15/17	\$359.01
226075	12/18/2017	26003738221	00494	CASCADE NATURAL GAS CORP.	611 R AVENUE-DEPOT-11/17-12/15/17	\$345.67
226073	12/18/2017	53800000001	00494	CASCADE NATURAL GAS CORP.	411 HILLCREST DR., 11/17-12/15/17	\$40.66
226072	12/18/2017	63800000000	00494	CASCADE NATURAL GAS CORP.	411 HILLCREST DR., 11/17-12/15/17	\$80.76

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
226074	12/18/2017	91760000009	00494	CASCADE NATURAL GAS CORP.	1915 13TH ST., 11/17-12/15/17	\$156.25
226105	12/18/2017	98980000008	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS FOR WWTP	\$10.00
225960	12/18/2017	NOVEMBER 2017	10256	HUMANE SOCIETY OF SKAGIT VALLEY	STRAY AND ABANDON INTAKES; 17-A08870 AND 17-A09208	\$132.00
226064	12/18/2017	1633-13	06080	MAKERS ARCHITECTURE	ZONING, DEV & DESIGN STDS - NOVEMBER 2017	\$17,763.17
225964	12/18/2017	001-389062	02109	PISTON SERVICE OF ANACORTES	PARTS- VEH #013	\$21.04
225965	12/18/2017	001-389113	02109	PISTON SERVICE OF ANACORTES	PART- VEH #013	\$11.23
226003	12/18/2017	19501	02405	SEBO'S DO-IT CENTER	SUPPLIES- #6964	\$27.04
226027	12/18/2017	0223046-IN	03844	SIRENNET	PARTS- VEH #205A	\$532.62
226012	12/18/2017	20171218021587	02462	SISTER CITIES INTERNATIONAL	2018 ANNUAL MEMBERSHIP DUES	\$430.00
226032	12/19/2017	1506	09794	ACME CREATIVE	PORTRAITS - B. LUNSFORD, A. YOUNG	\$256.33
226150	12/19/2017	001-389221	02109	PISTON SERVICE OF ANACORTES	PARTS- VEH #176	\$10.96
226063	12/20/2017	23060	00086	ALLMAX SOFTWARE, INC.	OPERATOR10 SOFTWARE - 2 ADDITIONAL SEATS	\$1,900.00
226159	12/20/2017	751674	00306	BAYSHORE OFFICE PRODUCTS INC	FRAME - AWARD FOR M. LAUMBATTUS SERVICE	\$29.86
226223	12/20/2017	751816	00306	BAYSHORE OFFICE PRODUCTS INC	OPERATING SUPPLIES - BLDG DEPT	\$601.74
226225	12/20/2017	RECURRING	00007	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS.	\$458.52
221541	12/20/2017	3-J137 B674	04908	COLUMBIA FORD, INC	2018 FORD ESCAPE VEH 024A - STATE CONTRACT	\$21,487.05
226201	12/20/2017	116952	09302	FIDALGO ANIMAL MEDICAL CENTER	K9 T-BONE MEDICATION	\$49.37
226071	12/20/2017	2431	04817	NW CLEANERS	WEEKLY CLEANING @ STA 1 FOR DECEMBER	\$488.00
226109	12/20/2017	001-389317	02109	PISTON SERVICE OF ANACORTES	PARTS- VEH #514	\$54.47
226107	12/20/2017	19633	02405	SEBO'S DO-IT CENTER	PARTS- VEH #610	\$5.73
226216	12/20/2017	1085946	02519	SKAGIT PUBLISHING LLC	PUBLISH AA-1706784 AA-1708266 AA-1708356	\$316.68
226048	12/20/2017	331 0380914	08646	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE	\$59.07
226052	12/20/2017	331 0382014	08646	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE	\$59.07
226204	12/21/2017	Recurring	06718	ARAMARK	APD NYLON MATS CLEANED	\$16.28
226211	12/21/2017	3151780	09765	DOORMAN COMMERCIAL, LLC	CITY PED BUTTON REPLACEMENT	\$249.55
226212	12/21/2017	315779	09765	DOORMAN COMMERCIAL, LLC	AUTOMATED DOOR REPAIR @ ASAC	\$828.84
226196	12/21/2017	95058334	07451	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE	\$4,326.31
226154	12/21/2017	12/21/2917	00955	FIDALGO CLEANING	CLEANING - CARNEGIE	\$50.00
226110	12/21/2017	192583	00950	FIDALGO COFFEE ROASTERS	OPS- BREAKROOM SUPPLIES	\$130.20
226157	12/21/2017	782254	05284	GUARDIAN SECURITY SYSTEMS INC	WTP EMERGENCY CALL	\$619.59
226166	12/21/2017	743707	01421	JCI JONES CHEMICALS INC	SODIUM HYDROXIDE	\$3,733.09
226158	12/21/2017	41600254467	02909	LES SCHWAB TIRE CENTERS	TIRE- VEH #157	\$127.76

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
226112	12/21/2017	Petty Cash Dec	02086	PETTY CASH FUND	PETTY CASH REIMB - CARLA - DEC	\$140.00
226141	12/21/2017	001-389380	02109	PISTON SERVICE OF ANACORTES	PARTS FOR SHOP STOCK	\$26.80
226247	12/21/2017	001-389381	02109	PISTON SERVICE OF ANACORTES	PARTS- VEH #512	\$38.10
226210	12/21/2017	81962	10421	VECA ELECTRIC COMPANY, INC	INSTALL RECEPTACLES FOR A UPS @ ASAC	\$563.12
226195	12/21/2017	8136 50 291 0005268	09989	WAVE	FIBER LEASE WTP TO CITY HALL 1/1-1/31/18	\$320.12
226199	12/22/2017	*122117	00180	ANACORTES TOWING LLC	TOWING; APD CASE #17-A09834	\$162.75
226155	12/22/2017	1990500689	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$71.61
226151	12/22/2017	INV-2018-2016	10844	CJIS SOLUTIONS, LLC	LAW SHARE CJIS COMPLIANT FILE SHARING	\$780.00
226209	12/22/2017	18420	02621	STAR INDUSTRIAL SUPPLY	LEADER HOSE 1 X 25 OAL	\$318.82
226202	12/23/2017	00005W5A83517	02817	UNITED PARCEL SERVICE	UPS SHIPPING CHARGES; WEEK END 12-23-17	\$24.23
226224	12/26/2017	752118	00306	BAYSHORE OFFICE PRODUCTS INC	OPERATING SUPPLIES - BUILDING DEPT	\$36.46
226198	12/26/2017	189964	09864	DOG WASTE DEPOT	DOG WASTE BAGS - ALL PARKS	\$599.90
226218	1/1/2018	56620	00244	ASSOCIATION OF WASHINGTON	2018 MEMBERSHIP FEE	\$10,892.00
226220	1/1/2018	151325	02280	SCOTT RICHARDS INSURANCE, INC	EQUIPMENT/SAILBOAT INSURANCE 2018	\$11,253.00
226214	1/1/2018	18002	02962	WASHINGTON CITIES INSURANCE	CRIME/FIDELITY INSURANCE CITYWIDE 2018	\$1,373.00
226215	1/1/2018	18002	02962	WASHINGTON CITIES INSURANCE	GENERAL LIABILITY INSURANCE CITYWIDE 2018	\$339,424.00
225473	1/3/2018	17-109-FAC-0031	01805	MOUNT VERNON CARPET	RETAINAGE RELEASE	\$530.22
226147	1/3/2018	17-065-WTR-002	10725	RHEMA ELECTRIC LLC.	RETAINAGE RELEASE	\$412.00
226145	1/6/2018	17-052-SEW-001	00317	BECKWITH & KUFFEL	RETAINAGE RELEASE	\$7,557.60
225471	1/13/2018	17-098-WTR-0011	07603	NUTTER SR, LOUIS	RETAINAGE RELEASE	\$2,959.84
226149	1/13/2018	17-133-FAC-001	07568	THE PLUMBING GUYS, INC	RETAINAGE RELEASE	\$945.00
221431		145785	02280	SCOTT RICHARDS INSURANCE, INC	CANCEL INSURANCE ER133, ER149, ER153, ER001A	(\$151.58)
221430		145787	02280	SCOTT RICHARDS INSURANCE, INC	CANCEL INSURANCE JD TRACTOR MOWER ER705	(\$12.49)
222982		147487	02280	SCOTT RICHARDS INSURANCE, INC	REMOVE TOTALED ER 020A	(\$52.17)

Total **\$1,171,955.50**



City Council Agenda Bill

Meeting Date: 1/2/2018

Agenda Item: 5c

Subject: Contract with Herrera Environmental Consultants to Develop and Implement Heart Lake Algae Management Plan

Staff Contact: Jonn Lunsford

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

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
x	Contract 18-008-PRK-001
	Public Hearing
	Staff Report

Summary Statement: City staff seek City Council authorization to enter into a contract with Herrera Environmental Consultants to develop and implement an algae management plan for Heart Lake to reduce phosphorus and control algae blooms in the lake.

Background: The City has been awarded \$49,999.50 from the Dept. of Ecology for the alum treatment.

Budget Impact	
Amount Budgeted	\$199,000
Budget Account (BARS)	113.410.576.90.41
Proposed Expenditure	\$47,573
Budget Amendment Required?	Roll 2017 to 2018
Revenue Source	DOE Grant

Proposed Contract	
Contractor	Herrera Environmental
Amount	\$47,573
Start Date	Inception
End Date	12/31/18

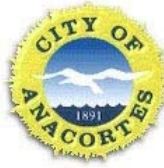
Previous Council/Committee Action: City Council reviewed the draft scope of work in May and June 2017 as part of the discussion of Heart Lake treatment options and approved the funding plan and accepted the DOE grant on June 19, 2017.

Competing Viewpoints Considered: Do not treat for algae in Heart Lake.

Recommended Motion: I move the City Council authorize the Mayor to sign a contract with Herrera Environmental Consultants, Inc. in the amount of \$47,573.00 for the Heart Lake Algae Management Plan.

Alternative Actions: N/A

Attachments (listed in order presented): Contract documents



AGREEMENT 18-008-PRK-001
Between
THE CITY OF ANACORTES
AND
HERRERA ENVIRONMENTAL CONSULTANTS, INC.

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

WHEREAS, the City requires an algae management plan for Heart Lake;

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 the services necessary to prepare and implement an algae management plan for Heart Lake to reduce phosphorus and control algae blooms in the lake, as identified in Exhibit A which is hereby incorporated by reference and made a part hereof.

Work shall be performed under the direction of Jonn Lunsford, who may be reached at (360) 299-1953, or by email at JonnL@cityofanacortes.org.

2. **Price.** The work performed under this Agreement shall be performed for a total contract price of **Forty-Seven Thousand Five Hundred Seventy-Three Dollars (\$47,573.00)**. The total price is based upon the estimates in the Control Budget as listed in Exhibit B, which is hereby incorporated by reference and made a part hereof. The amounts shown by task are budgetary. Performance by the Contractor is limited only to the Total Price.

3. **Period of Performance.** The period of performance under this Agreement is from inception through December 31, 2018.

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 consultants listed in Exhibit A are hereby authorized to perform the tasks identified at the proposed costs listed in Exhibit B.

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder 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 Clause shall survive the expiration or termination of this Agreement.

8. General and Professional Liability Insurance.

A. Insurance Term

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

B. No Limitation

Consultant's maintenance of insurance as required by 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. **Automobile Liability** insurance covering all owned, non-owned, hired and leased 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. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence 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 Consultant.** The City is prohibited by RCW 39.06.010 from executing an Agreement with a Consultant who is not registered or licensed as required by the laws of the state. In addition, the City will require persons doing business with the City to possess a business license.

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's Planning, Community & Economic Development Director, whose decision shall be final. The Consultant shall comply with any and all orders and instructions given by the representative of the particular Department administering the Agreement in accordance with the terms of the Agreement. Nothing herein contained shall be taken to relieve the Consultant of his/her obligations or responsibilities

under the Agreement. However, the Consultant shall be responsible for its own methods and conduct during the period of performance.

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

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

A. Termination for Default

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

B. Termination for Public Convenience

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

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

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

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

24. **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.

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

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

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

Herrera Environmental Consultants
Rob Zisette
rzisette@herrerainc.com
Principal Scientist
2200 Sixth Avenue Suite
1100 Seattle, WA 98121

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

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

CITY OF ANACORTES

HERRERA ENVIRONMENTAL CONSULTANTS

By _____
Laurie Gere, Mayor

By _____

Date _____

Printed Name

Title _____

Date _____

SCOPE OF WORK

HEART LAKE ALGAE MANAGEMENT PROGRAM

The City of Anacortes Parks and Recreation (Anacortes Parks) received a Freshwater Algae Program Grant from Washington Department of Ecology (Ecology) for fiscal year 2018 to prepare and implement an algae management plan for Heart Lake to reduce phosphorus and control algae blooms in the lake. Heart Lake is a highly productive, natural lake in a relatively undeveloped watershed that provides excellent habitat for fish and wildlife, and a wide range of recreational and educational opportunities for local citizens. However, these lake benefits are severely impacted by blue-green algae (cyanobacteria) blooms and resulting high concentrations of the toxin microcystin, in addition to excessive amounts of decaying filamentous algae on the lake surface.

Herrera Environmental Consultants (Herrera) completed a water quality study of Heart Lake for Anacortes Parks in June 2017, which was also funded by a Freshwater Algae Program Grant. This study evaluated water quality conditions, estimated phosphorus loadings, and recommended treatment of the entire lake with buffered aluminum sulfate (alum) to inactivate sediment phosphorus with the objective of reducing algae growth in the lake for at least 5 years. The study also outlined the necessary steps for conducting an alum treatment in the spring of 2018.

This scope of work includes tasks for developing and implementing an algae management plan that also considers using Phoslock® (lanthanum-infused bentonite) for phosphorus inactivation as an alternative to alum, and fully meets the grant requirements. This scope of work includes a discussion of the activities, assumptions, deliverables, and schedule associated with each of the following tasks for this project:

- Task 1 – Project Administration/Management
- Task 2 – Phosphorus and Algae Control Plan
- Task 3 – Lake Phosphorus Inactivation
- Task 4 – Public Involvement and Education
- Task 5 – Project Report

The project schedule assumes that notice to proceed is provided by Anacortes Parks by November 27, 2017. A detailed cost estimate by task is attached.

Task 1 – Project Administration/Management

Herrera will be responsible for ongoing contract administration of this project, including preparing invoices and coordination of work efforts with subconsultants and the designated Anacortes Parks point of contact (Jonn Lunsford). Herrera's project manager (Rob Zisette) and contract manager will have phone and e-mail contact with Anacortes Parks on an as-needed basis.

Assumptions

- Herrera will not attend any meetings in addition to those identified for Task 3 -

Lake Phosphorus Inactivation and Task 4 - Public Involvement and Education.

Deliverables and Schedule

- Monthly invoices and progress reports for the project duration.

Task 2 – Phosphorus and Algae Control Plan

Herrera will prepare a Phosphorus and Algae Control Plan to include all the necessary elements to fulfil grant agreement requirements, meet permitting requirements, select a phosphorus inactivation treatment contractor, provide technical oversight of the treatment, monitor water quality before, during, and after the treatment, and prepare a project report summarizing effects of the treatment. The plan will include the following chapters (and appendices):

- Introduction – describes the purpose and content of the plan
- Project Background – summarizes the watershed, lake water quality, aquatic plant community, and sensitive habitats and species (primarily from the water quality study).
- Management Alternatives and Goals – Compares benefits and costs of single or multiple treatments with alum or Phoslock®, selects a phosphorus inactivation method, establishes water quality goals for phosphorus inactivation, and briefly summarizes why other algae management alternatives were not considered.
- Phosphorus Inactivation Treatment – updates chemical dose calculations from the water quality study for the selected alternative, identifies the quantity and quality of chemicals (alum and sodium aluminate buffer or Phoslock®) to be applied, describes requirements for equipment staging and material handling by the treatment contractor, describes how the materials will be applied to inactivate phosphorus and protect aquatic organisms, and presents detailed technical specifications for contractor procurement in an appendix (Appendix A).
- Permit Requirements - specifies requirements of Ecology's Aquatic Plant and Algae Management General Permit and any required local permits.
- Treatment Oversight and Monitoring – describes how oversight of contractor activities and water quality monitoring will be performed, and presents a detailed Quality Assurance Project Plan (QAPP) in an appendix (Appendix B).
- Public Involvement – Describes how the general public will be notified and informed about the phosphorus inactivation treatment.
- Reporting – describes how monitoring results will be reported to Ecology and the general public.

It is assumed that the plan will be for one treatment to occur in the last week of March 2018 when water temperatures will not be too low, and algae growth and aquatic plant growth will

not be too high to interfere with treatment effectiveness. This week is also considered optimum for avoiding potential impacts to the stocking of hatchery-raised rainbow trout (which are planned for stocking approximately 5,000 pounds in the week of April 16, 2018) and the following months high use of the lake by fishermen. An alternative treatment period and other mitigation measures will be evaluated to avoid potential impacts to rough-skinned newt that reportedly breed in Heart Lake in March and April.

Herrera will prepare a draft plan for review by Anacortes Parks, a final plan addressing comments on the draft plan and submitted to Ecology, and a revised final plan if necessary to address Ecology's comments on the final plan.

Assumptions

- Herrera will subcontract with Dr. Eugene Welch (Professor Emeritus from the University of Washington and co-author of Restoration and Management of Lakes and Reservoirs) to review the alternatives analysis and dose calculations for the selected chemicals and application method.
- Anacortes Parks will provide information about aquatic plant management performed in 2017.
- Anacortes Parks will determine which local permits are required and provide information on requirements of those permits.
- Anacortes Parks will provide information on how to involve the public in the algae management program.
- Anacortes Parks will provide one set of written comments on the Draft Phosphorus and Algae Control Plan within one week of receiving the draft plan.
- A Final Phosphorus and Algae Control Plan addressing comments on the draft plan will be completed to allow at least 38 days for Ecology review, permit acquisition, public review/notification, and contractor procurement before of the treatment is performed by a contractor in the last week of March 2018.
- The Final Phosphorus and Algae Control Plan will be revised if necessary to address comments by Ecology on the final plan.

Deliverables and Schedule

- Draft Phosphorus and Algae Control Plan (electronic copy only) by January 26, 2018.
- Final Phosphorus and Algae Control Plan (electronic copy only) by February 9, 2018.
- Revised Final Phosphorus and Algae Control Plan (electronic copy only) within two weeks of receiving comments from Ecology on the final plan, if necessary.

Task 3 – Lake Phosphorus Inactivation

Herrera will assist Anacortes Parks with review of contractor bids and submittals for the phosphorus inactivation treatment. Contractor submittals will be reviewed for compliance with the technical specifications. Herrera will submit written comments to Anacortes Parks on the

submittals and requests for information received from the selected contractor.

Herrera will provide oversight of the phosphorus inactivation in accordance with the Phosphorus and Algae Control Plan, which is anticipated to occur during one or two days in the last week of March 2018. The purpose of the oversight is to insure that the treatment is adequately performed by a contractor (under contract with Anacortes Parks) and water quality monitoring is adequately performed by Western Washington University (under contract with Herrera). It is assumed that the treatment will be performed in one day or two consecutive days.

Herrera will provide one Construction Manager on site during the entire treatment. The Construction Manager will monitor the delivery, handling, and application of the chemicals to insure procedures are in accordance with the contractor specifications presented in the Phosphorus and Algae Control Plan. The Construction Manager will review all contractor submittals and attend one project kickoff meeting. Observations of the treatment activities, floc formation, and potential fish and wildlife impacts will be made during the treatment.

Water quality monitoring will consist of jar tests, treatment monitoring, and post-treatment monitoring, as recommended in the water quality study report and detailed in the QAPP. One jar test will be conducted on the first day of the treatment before the treatment begins in accordance with the QAPP included in the Phosphorus and Algae Control Plan. If the pH of the treated water is not within the required range of 6.0 to 8.5 at 1 hour, then the jar test may be repeated and the alum-buffer may be adjusted (if applicable). Treatment monitoring of lake water quality will include the following three elements:

- Short-term impact monitoring will occur three occasions (one day before, two days after, and two weeks after treatment) to assess short-term water quality impacts on field parameters (Secchi depth and vertical profiles of temperature, dissolved oxygen, pH, and conductivity) at two monitoring stations (deep and shallow) and on six laboratory parameters (total alkalinity, dissolved aluminum, total recoverable aluminum, soluble reactive phosphorus, total phosphorus, and chlorophyll a) for three samples per sampling event (near surface and near bottom at the deep station, and mid-depth at the shallow station).
- Twice daily monitoring will occur in the morning before treatment begins and in the afternoon or evening when treatment ends to verify that the lake pH is not less than 6.0 or higher than 8.5, which will include taking profile measurements of the field parameters at the deep and shallow monitoring stations, and samples for field testing of alkalinity if the pH is outside the acceptable range of 6.0 and 8.5.
- Random daily monitoring of pH will occur on an hourly basis near the lake surface and bottom at locations where treatment chemicals have been applied approximately one hour before the pH measurement.

Post-treatment monitoring will occur once each month from May through October 2018 following methods similar to those used for the water quality study. Water samples will be collected near the lake surface and bottom at the deep station for analysis of the five field parameters, total phosphorus, total nitrogen, chlorophyll a, and algae (species present and relative abundance of groups).

The Construction Manager will provide oversight of water quality monitoring during the treatment to insure that it is conducted in accordance with the QAPP, and the treatment does not negatively impact pH, other water quality conditions, or fish and wildlife. Monitoring methods and water quality data will be reviewed throughout the treatment, and all monitoring data will be compiled in spreadsheets.

The Construction Manager will communicate treatment oversight observations with the Anacortes Parks representative on a daily basis or more frequently if needed. The Construction Manager will adjust or terminate the treatment if adverse conditions are encountered, and will contact the Washington Department of Ecology and Department of Fish and Wildlife if necessary as specified in the Phosphorus and Algae Control Plan.

Assumptions

- The phosphorus treatment will be performed in one or two consecutive days in the last week of March 2018 by a contractor under separate contract with Anacortes Parks. The treatment will be scheduled to allow at least a week between treatment and trout stocking, which is anticipated to occur in the week of April 16, 2018. The treatment schedule may be revised to protect potential impacts to the rough-skinned amphibian.
- Anacortes Parks will be responsible for posting treatment signs in accordance with the Ecology's Aquatic Plant and Algae Management General Permit.
- Anacortes Parks will be responsible for notification of Ecology and the general public in accordance with the Ecology's Aquatic Plant and Algae Management General Permit.
- Water quality monitoring will be performed by Western Washington University as a subconsultant to Herrera.
- Anacortes Parks will provide a boat and boat driver for all water quality monitoring.
- The Construction Manager will attend one meeting with the treatment contractor and Anacortes Parks at Heart Lake before the treatment begins.
- The Construction Manager will be on site on each day of the treatment, including sufficient time to review water quality data before and after chemicals are applied.
- The Construction Manager will conduct jar tests using delivered chemicals on the first day of treatment before they are applied to the lake.
- The Construction Manager will review all water quality monitoring data for compliance with quality control objectives specified in the QAPP.
- The Construction Manager will inspect the site upon completion of the treatment to insure the contractor adequately demobilized from the site.

Deliverables and Schedule

- Written responses (electronic copy) to contractor submittals and requests for information within 3 days of receiving them.

- Daily treatment reports (electronic copy) with tabulated chemical quantities and water quality data at the end of each treatment day.
- Water quality monitoring data collected before and after the treatment will be provided in the project report.

Task 4 – Public Involvement and Education

Anacortes Parks will hold public meetings to update the public on the Algae Management Program. It is assumed that one Herrera staff will attend two public meetings to provide technical support for Anacortes Parks: one meeting to describe the control plan and one meeting to describe the report findings.

Anacortes Parks will prepare mailings and post signs to notify the public of the phosphorus inactivation treatment in accordance with Ecology's Aquatic Plant and Algae Management General Permit. Herrera will review and comment on draft mailings and signs for technical accuracy and permit compliance.

Herrera will assist Anacortes Parks in the design of one permanent sign educating the community about the Algae Management Program and Heart Lake water quality and drainage. The sign design will be based the template used by Anacortes Parks and the education sign designed by Herrera for the Green Lake Phosphorus and Algae Management Plan. Herrera will submit a draft and final PDF of the sign for review by Anacortes Parks. Upon approval of the final sign, Herrera will submit a native Adobe Illustrator file of the sign to Anacortes Parks for sign production and installation at Heart Lake by Anacortes Parks.

Assumptions

- One Herrera staff will attend two public meetings at Anacortes Parks, requiring a total of 8 hours including travel and assuming a formal presentation will not be prepared.
- Anacortes Parks will provide one set written comments and/or markups on the draft education sign within two weeks of receiving the draft sign.

Deliverables and Schedule

- Public meetings will be attended and notifications will be reviewed as requested by Anacortes Parks.
- Draft education sign (electronic copy) by February 28, 2018.
- Final education sign (electronic copy) by March 28, 2018.

Task 4 - Project Report

Herrera will prepare a Project Report presenting and summarized results of the phosphorus inactivation treatment. Information obtained from the treatment contractor and water quality monitoring personnel will be presented and summarized. Treatment activities will be compared to contractor specifications, and water quality monitoring results will be compared to water quality objectives and permit requirements.

The Herrera Quality Assurance Officer will perform data validation on all collected water

quality data in accordance with the QAPP included in the Phosphorus and Algae Management Plan. The validated data will be submitted

Assumptions

- All monitoring data collected by Western Washington University will be available by November 30, 2018.
- The project report will be brief and will include a draft report for review by Anacortes Parks.
- Anacortes Parks will provide one set of written comments on the draft report within two weeks of receiving the draft report.
- The final report will be revised to address Ecology's comments if necessary.

Deliverables and Schedule

- Draft Project Report (electronic copy only) by January 31, 2019.
- Final Project Report (electronic copy only) by February 28, 2019.
- Revised Final Project Report (electronic copy only) within two weeks of receiving comments by Ecology on the Draft Final Report, if necessary.

HERRERA ENVIRONMENTAL CONSULTANTS

Cost Estimate for Heart Lake Algae Management Program Herrera Project No. 15-0696-001

Heart Lake Algae Management Program <i>Number of Tasks: 5</i>			Task 1.0 <i>Project Admin/ Management</i>		Task 2.0 <i>Phosphorus/Algae Control Plan</i>		Task 3.0 <i>Lake Phosphorus Inactivation</i>		Task 4.0 <i>Public Involvement and Education</i>		Task 5.0 <i>Project Report</i>		TOTAL
<i>Schedule (start and end dates)</i>			<i>11/24/18-4/15/18</i>		<i>11/24/17-2/28/18</i>		<i>3/1/18-10/31/18</i>		<i>2/9/18-6/30/18</i>		<i>10/31/18-3/30/18</i>		
COST SUMMARY													
Labor			\$2,853		\$14,291		\$5,591		\$3,644		\$9,837		\$36,215
Escalation factor on labor @ 3% (by task)			3% \$85.58		\$429		\$168		\$109		\$295		\$1,086
Travel and per diem			\$0		\$0		\$216		\$0		\$0		\$216
Other direct costs (ODCs)			\$0		\$0		\$200		\$0		\$0		\$200
Subconsultants			\$0		\$800		\$8,575		\$0		\$0		\$9,375
Analytical laboratory			\$0		\$0		\$480		\$0		\$0		\$480
GRAND TOTAL			\$2,938		\$15,520		\$15,230		\$3,753		\$10,132		\$47,573
COST ITEMIZATION													
Labor (2017 rates)													
Personnel	Rate/Hour		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Zisette, Reginald	Scientist VI	\$225.77	10	\$2,258	24	\$5,418	8	\$1,806	12	\$2,709	10	\$2,258	64 \$14,449
Michaud, Joy	Scientist VI	\$224.35	0	\$0	2	\$449	0	\$0	0	\$0	2	\$449	4 \$897
Dugopolski, Rebecca	Engineer V	\$170.44	0	\$0	40	\$6,818	4	\$682	0	\$0	32	\$5,454	76 \$12,953
Gifford, Kristina	Planner IV	\$147.63	0	\$0	4	\$591	0	\$0	0	\$0	4	\$591	8 \$1,181
Svendsen, Alexander	Scientist III	\$129.28	0	\$0	0	\$0	24	\$3,103	0	\$0	0	\$0	24 \$3,103
Matsumura, Kristen	Engineer II	\$119.40	0	\$0	0	\$0	0	\$0	0	\$0	4	\$478	4 \$478
Munger, Julia	Scientist II	\$101.90	0	\$0	4	\$408	0	\$0	0	\$0	0	\$0	4 \$408
Geigel, Joseph	GIS Analyst I	\$86.85	0	\$0	2	\$174	0	\$0	0	\$0	2	\$174	4 \$347
Gleason, Rayna	Landscape Designer I	\$77.89	0	\$0	0	\$0	0	\$0	12	\$935	0	\$0	12 \$935
Winfield, Carrie	Accounting Admin. II	\$99.18	6	\$595	0	\$0	0	\$0	0	\$0	0	\$0	6 \$595
Jackowich, Pamela	Administrative Coord.	\$108.63	0	\$0	4	\$435	0	\$0	0	\$0	4	\$435	8 \$869
SUBTOTAL LABOR (Burdened Labor)			16	\$2,853	80	\$14,291	36	\$5,591	24	\$3,644	58	\$9,837	214 \$36,215
TRAVEL AND PER DIEM COSTS													
Auto Use	Mile	\$0.535	0	\$0.00	0	\$0.00	180	\$96.30	0	\$0.00	0	\$0.00	180 \$96
Lodging	Day	\$90.00	0	\$0.00	0	\$0.00	1	\$90.00	0	\$0.00	0	\$0.00	1 \$90
Meals	Day	\$30.00	0	\$0.00	0	\$0.00	1	\$30.00	0	\$0.00	0	\$0.00	1 \$30
SUBTOTAL TRAVEL AND PER DIEM			\$0		\$0		\$216		\$0		\$0		\$216
OTHER DIRECT COSTS (ODCs)													
Field Equipment and Supplies													
Water quality multimeter (YSI)	Day	\$100	0	\$0.00	0	\$0.00	2	\$200.00	0	\$0.00	0	\$0.00	2 \$200
SUBTOTAL ODCs			\$0		\$0		\$200		\$0		\$0		\$200
SUBCONSULTANT COSTS													
Dr. Eugene Welch	Hour	\$100	0	\$0.00	8	\$800.00	0	\$0.00	0	\$0.00	0	\$0.00	8 \$800
Western Washington University	Lump	\$8,575	0	\$0.00	0	\$0.00	1	\$8,575.00	0	\$0.00	0	\$0.00	1 \$8,575
SUBTOTAL SUBCONSULTANT			\$0		\$800		\$8,575		\$0		\$0		\$9,375
ANALYTICAL LABORATORY COSTS													
Edge Analytical (d/t aluminum)	Sample	\$48	0	\$0.00	0	\$0.00	10	\$480.00	0	\$0.00	0	\$0.00	10 \$480
SUBTOTAL LABORATORY			\$0		\$0		\$480		\$0		\$0		\$480



City Council Agenda Bill

Meeting Date: 1/2/2018

Agenda Item: 5d

Subject: Contract Modification for Audio Visual System for Library Community Meeting Room

Staff Contact: Fred Buckenmeyer

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

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

Summary Statement: City staff seeks City Council consent to issue a contract modification to Dimensional Communications, Inc. in the amount of \$4,307.13, increasing the total contract price to \$33,202.06, to incorporate additional audio/visual equipment that was installed during the Library Community Meeting Room remodel.

Background: On September 26, 2017 a contract was issued to Dimensional Communications, Inc. to provide and install an Audio Visual System in the Library Community Meeting Room. During the installation it was decided to add a new wall mount rack with a locking door instead of one without a lock, surround sound system, and iPad with the Crestron Control App with a Wireless Access Point for mobile control of the system. Originally the sound system was planned for 2018, but there was significant cost savings if the contractor installed it while they were already mobilized at the Library.

Budget Impact	
Amount Budgeted	\$43,250.00
Budget Account (BARS)	356.440.594.72.64
Proposed Expenditure	\$4,307.13
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Dimensional Communications, Inc.
Amount	\$4,307.13
Start Date	Inception
End Date	10/31/17

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 modification with Dimensional Communications, Inc. under Contract 17-109-FAC-001 in the amount of \$4,307.13, increasing the total contract price to \$33,202.06.

Alternative Actions: N/A

Attachments: Contract Modification for 17-109-FAC-001



Contract Number 17-109-FAC-001
MODIFICATION 01

Date January 3, 2018

Page 1 of 1 Pages

Contract No. 17-109-FAC-001

Project Title Audio Visual System for Library Community Meeting Room

Prime Contractor Dimensional Communications, Inc.

BACKGROUND

In accordance with General Provisions Article 16 – Changes/Additional Work, the Owner is directing changes to the work. During the installation of a new audio visual system in the Library Community Meeting Room it was decided to add a new wall mount rack with lock, surround sound system, and iPad with the Crestron Control App. Accordingly, the contract price is increased from \$28,894.93 by \$4,307.13 to \$33,202.06.

Accordingly, the following changes are incorporated under this contract:

1. **Scope of Work**, insert the following second paragraph:

“The work as described above is hereby amended per Modification 01 to include:

- new wall mount rack – Lowell LWR 2419 wall rack
- 5.1 Surround Sound System – Bose DS100SE surrounds and a Klipsch 12” powered Subwoofer
- iPad with the Crestron Control App and a WAP (Wireless Access Point)”

2. **Contract Price**, first sentence, is revised to read:

“The Contractor will do the scope of work above for a total of **Thirty-Three Thousand Two Hundred Two Dollars and Six Cents (\$33,202.06)** which includes \$2,601.08 in tax.”

All other terms of the contract remain unchanged.

CITY OF ANACORTES

DIMENSIONAL COMMUNICATIONS, INC.

By _____
Laurie Gere, Mayor

By _____
Signature

Date _____

Printed Name _____

Title _____

Date _____

Original Agreement Amount	<u>\$28,894.93</u>	Original Contract Completion Date	<u>10/31/17</u>
Current Agreement Amount	<u>\$28,894.93</u>	Current Contract Completion Date	<u>10/31/17</u>
Change Per this Modification	<u>\$4,307.13</u>	Net Change	<u>0 Days</u>
Total After Modification	<u>\$33,202.06</u>	Contract Completion Date After Change	<u>10/31/17</u>



City Council Agenda Bill

Meeting Date: 1/2/2018

Agenda Item: 5e

Subject: Prosecutor Contract

Staff Contact: Darcy Swetnam

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

Action Type	
	Ordinance
	Resolution
x	Contract
	Public Hearing
	Staff Report

Summary Statement: The contract with City of Anacortes Prosecutor, Craig Cammock, expires on December 31, 2017. A new contract needs to be executed for services in 2018.

Recommended Motion: I move to authorize Mayor Gere to execute the contract between the City and Craig Cammock to provide Prosecutor services to the City for 2018.

Background: Craig Cammock has provided excellent service to the City as the City Prosecutor on a contract basis since 2010. The attached contract has substantially similar terms to the 2017 contract. The contract authorizes Pat Eason, the prosecutor for the City of Mount Vernon, to fill in for Mr. Cammock in cases of conflict of interest or unavailability.

Budget Impact	
Amount Budgeted	\$72,000
Budget Account (BARS)	001.250.515.30.41
Proposed Expenditure	\$72,000
Budget Amendment Required	No
Revenue Source	General Fund

Previous Council/Committee Action: City Council approved the 2017 contract for Prosecutor Services on December 19, 2016.

Alternative Actions: N/A

Attachments: Proposed 2018 Contract for Prosecutor Services

**2018 CONTRACT FOR
CITY OF ANACORTES PROSECUTOR SERVICES**

THIS AGREEMENT is made and entered into as of this ____ day of December, 2017, by and between the CITY OF ANACORTES, acting by and through its City Attorney, hereinafter referred to as the "City," and Craig Cammock hereinafter referred to as the "Prosecutor."

WHEREAS the City has need of legal services for the provision of a competent attorney to effectively prosecute those people charged by the City with misdemeanors in the Anacortes Municipal Court including appeals at all appellate levels; and

WHEREAS the Prosecutor has expertise in this area of practice, and is able to provide advice and representation;

NOW, THEREFORE, it is hereby agreed as follows:

1. Legal Services: The Prosecutor agrees to provide legal services to prosecute persons charged with misdemeanors and contested civil infractions filed in the Anacortes Municipal Court using the lawyer's best professional judgment. The Prosecutor agrees to provide consultation services legal matters related to criminal justice on a limited basis. Services will be provided in a professional, skilled manner consistent with the standards set forth in the Washington Rules of Professional Conduct, ABA standards for prosecutors, case law, and applicable court rules defining the duties of counsel and special obligations of prosecutors in criminal cases. The Prosecutor shall represent the City through all levels of appeals in criminal matters.
2. Service: The Prosecutor will make every effort to expedite such legal matters promptly and efficiently according to the highest legal and ethical standards.
3. Term: Services to be provided pursuant to this agreement shall commence on January 1, 2018 and terminate on December 31, 2018; PROVIDED, HOWEVER, that the term of this agreement may be extended upon the mutual agreement of the parties.
 - A. The City may terminate its contract with a Prosecutor for convenience on sixty (60) days' notice or on thirty (30) days' notice only for violation of the terms of the contract, violation of the Rules of Professional Conduct (including initiation of disciplinary proceedings by the Washington State Bar Association), or for failure to comply with the City's Standards for Prosecution Services. A termination for cause shall be effective immediately only where the nature of the cause for termination presents an immediate threat of harm or liability to the City or a Defendant.
 - B. The Prosecutor will not terminate its contract with the City unless the Prosecutor is unable to carry out the terms of the contract. If the Prosecutor determines that it is

not able to carry out the terms of the contract, it shall provide the City with not less than ninety (90) days' written notice so that the City may obtain another Prosecutor.

C. The Prosecutor shall have the right to renegotiate or terminate this contract, which termination shall be subject to the 90 days' notice provided in Section 3(B) above, in the event that the Anacortes Municipal Court adds an additional docket(s) to the current practice of two dockets per month and/or in the event that the Prosecutor's workload increases materially due directly or indirectly to the implementation of public defender caseload standards.

4. Fees: The City shall pay the Prosecutor as sole compensation for the services performed under this agreement the sum of \$6000.00 per month. The maximum compensation associated with this agreement shall not exceed \$6000.00 per month without further prior written authorization by the City.
5. Services are Personal: The legal services described herein shall be provided by Craig Cammock. The City has entered into this agreement based upon the skills and qualifications of the attorney named above, who will provide the services described herein.
6. Substitute Counsel: It is the intent that the Prosecutor shall contract with other attorneys as substitute counsel to provide services when the Prosecutor is precluded from doing so as a result of a conflict of interest, or other disability. The Prosecutor's contract with substitute counsel should include all of the terms included in the contract between the City and the Prosecutor, excluding only payment terms. The Prosecutor shall compensate substitute counsel out of the Prosecutor's own funds. Substitute counsel shall be subject to the City's consent as to individuals assigned. Due to the increased filings, lengthening dockets and possible addition of an additional monthly docket, Craig Cammock shall have the right, at Craig Cammock's sole expense, to contract with Pat Eason, currently the prosecutor for the City of Mount Vernon, to handle a portion of the workload. Craig Cammock shall remain primarily responsible for all obligations herein.
7. Insurance: The Prosecutor shall have and maintain a professional liability policy with limits of \$1,000,000 per claim and \$1,000,000 aggregate, and which shall protect the City from liability for counsel's legal malpractice or other negligence.

The deductible for such insurance policy shall not exceed \$2,000 if such insurance policy is written so that defense costs are inside the policy limits.

The insurance policy must be maintained in full force and effect, uninterrupted, and at no expense to the City, throughout the entire term of the contract and three years following the termination of the contract. It is the intent of the City that prior acts coverage not be lost through the term of the agreement with the City, including any additional contract terms. The carrier shall be subject to the approval of the City.

8. Management: The City will provide the Prosecutor staff for case-reporting and management. The City will also provide the Prosecutor with office space, telecommunications, and a computer to facilitate prosecution.
9. Billing Procedures: Billings should be submitted on a monthly basis by the 20th day of the month. Each billing statement should set forth for each date services were performed and a brief summary of the services provided including the amount of time spent working in the capacity of Prosecutor.

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. In no event shall the total of the City's payment pursuant to this Agreement exceed the amount set forth hereinabove.

10. Interaction with City:

A. The City Attorney's Office shall be responsible for managing this contract on behalf of the City.

B. The Prosecutor will keep City well informed of all prosecution activities pursuant to this Agreement. The Prosecutor, at such times and in such form as the City may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this agreement.

11. Independent Contractor Status: The Prosecutor shall at all times perform its duties and responsibilities and carry out all services as an independent contractor.

The Prosecutor, at its sole expense, shall obtain and keep in force any and all necessary licenses, permits, and tax certificates. The Prosecutor shall maintain a professional liability policy with policy limits as set forth in section 7 to protect the Prosecutor and the City from losses and claims which may arise out of or result from performance of duties related to this Agreement, including Worker's Compensation and professional liability insurance.

The Prosecutor shall obtain a business license under the Anacortes Municipal Code.

12. Indemnification: The Prosecutor shall indemnify and hold harmless the City, its officials, officers, agents, employees, volunteers, and representatives from, and shall process and defend at its sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and cost arising out of or occasioned by the grossly negligent performance, grossly negligent acts, and/or omissions by the Prosecutor and its employees relative to any activity

and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, the Prosecutor shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

The City hereby shall defend, indemnify, and hold the Prosecutor harmless from any and all claims, demands, damages, lawsuits, liabilities, and losses, arising out of the good faith prosecution of defendants, except to the extent that such claims arise out of intentional, malicious or grossly negligent acts of Prosecutor. It is the intent of the parties that this clause shall extend to the indemnification of claims brought under 42 U.S.C. 1983.

13. Non-discrimination: The Prosecutor agrees to take all necessary and affirmative steps to ensure compliance with all federal, state and City laws and policies regarding non-discrimination and equal employment opportunities. The Prosecutor shall not discriminate in any employment action or in the representation of any client because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap.

In the event of non-compliance by the Prosecutor with any of the non-discrimination provisions of this agreement, the City will have the right, at its option, to cancel the agreement in whole or in part by written notice. If the agreement is canceled after partial performance, the City will be obligated to pay only for that portion of the total work authorized under this agreement that is satisfactorily completed.

14. Conflict of Interest: In addition to Rule of Professional Conduct 1.7, the Prosecutor shall comply with all federal and state conflict of interest laws, statutes and regulations as they shall apply to all parties and beneficiaries under this agreement.
15. Complete Agreement: This agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
16. Modification of Agreement: This agreement may be modified by a writing explicitly identified as a modification or amendment of this agreement that is signed by authorized representatives of the City and the Prosecutor.

17. Notices:

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

City of Anacortes
Attn. City Clerk
PO Box 547
904 6th Street
Anacortes, WA 98221

B. Notices to the Prosecutor shall be sent to the following address:

Craig Cammock
Skagit Law Group, PLLC
PO Box 336
227 Freeway Dr., Suite B
Mount Vernon, WA 98273

18. Venue. It is agreed that venue for any lawsuit arising out of this agreement shall be Skagit County.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first written above.

CITY OF ANACORTES

By _____
Laurie M. Gere
Mayor

PROSECUTOR

By _____
Craig Cammock

Approved as to Form:

Attest:

Darcy James Swetnam, WSBA 40530
Assistant City Attorney

Steve Hoglund, Finance Director



City Council Agenda Bill

Meeting Date: 1/2/2018

Agenda Item: 7a

Subject: Resolution declaring Sole Source designation for Medic Unit Stretchers

Staff Contact: Richard Curtis, Fire Chief

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

Action Type	
	Ordinance No.
	Code Revision?
X	Resolution No. 2006
	Contract
	Public Hearing
	Staff Report

Summary Statement: The remount of our ambulance is due to arrive in March 2018. We need to purchase the power load system and gurney that is compatible with other Medic or BLS units in Skagit County. This load/stretchers system will be reimbursed by Skagit EMS. We currently own and utilize Stryker brand stretchers throughout all transport capable units in Skagit County. At times, stretchers are transferred from one agency to another so need to be compatible between agencies.

Background: The City of Anacortes as well as our surrounding partners (Guemes Island Fire Department, Skagit Fire District #13, and Central Valley Ambulance Authority) have utilized Stryker Stretchers in all Medic Units.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	
Proposed Expenditure	\$41,643
Budget Amendment Required?	Yes
Revenue Source	Reimbursed by Skagit EMS

Proposed Contract	
Contractor	Stryker Company
Amount	\$41,643
Start Date	Jan 2018
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move City Council approve Resolution 2006 to provide for a single source provider of Stryker Stretchers.

Alternative Actions: Bid for stretchers and potentially purchase stretchers incompatible with other County EMS transport providers.

Attachments (listed in order presented): Resolution 2006

RESOLUTION 2006

A RESOLUTION of the City of Anacortes, Washington, relating to Anacortes Fire Department; authorizing a single source designation for Stryker, and authorizing the Fire Chief to carry out this authorization.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, AS FOLLOWS:

Section 1. Recitals and Findings

- 1.1 The City's has invested in Stryker Stretchers for patient loading and transport in all City Medic Units.
- 1.2 The City has also supported surrounding agencies, which on occasion package and restrain patients on compatible Stryker Stretchers prior to Anacortes' arrival and rotate the Stretchers to prevent another patient transfer.
- 1.3 Over the past 18 years, the Stryker Company has proven to provide a superior product and excellent service.
- 1.4 An open process to receive a lower bid from a different manufacturer would require a new investment in replacing stretchers and loading systems within each Medic Unit, including at surrounding agencies.
- 1.5 RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions.

Section 2. Designation of Single Source Purchase. Based on the findings above, it is appropriate for the City to waive the competitive bidding requirements for purchasing Stryker Stretchers.

Section 3. Authority of Fire Chief. The City's Fire Chief is authorized to ratify Stryker Company as a single source supplier, and take actions as otherwise necessary to carry out the intent and direction of this Resolution.

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

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

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this ____ day of January, 2018.

Laurie Gere, Mayor

ATTEST:

Steve D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

By:_____
Darcy Swetnam, City Attorney



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning January 8, 2018

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

January 8, 2018

- Interlocal Agreement 256: Reciprocal Lending Agreement of Fire Equipment with Cities of Mount Vernon and Burlington
- Interlocal Agreement 260: Basic Life Support Transport Services with Skagit Fire District #13
- Closed Record Decision Hearing: Allen Family Investments Triplex Conditional Use Permit; 1211 & 1213 "H" Avenue, CUP-2017-0003 (Action)

January 16, 2018

- 2018-2022 CDBG - Five Year Consolidated Plan and One Year Action Plan Public Comment Period Opening
- Amendment 7 to Interlocal Agreement C20140640 with Skagit County for Ambulance Service
- Amendment 8 to Interlocal Agreement C20140640 with Skagit County for Ambulance Service

January 22, 2018

February 5, 2018

February 12, 2018

February 20, 2018

February 26, 2018

March 5, 2018

- 2018-2022 CDBG - Five Year Consolidated Plan and One Year Action Plan Public Process Conclusion

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Port/City Liaison, Tuesday, Jan 2, 2018, 8:30 PM, Port of Anacortes
- Housing Affordability & Community Services, Thursday, Jan 4, 2018, 1:30 PM, City Hall
- Planning, Monday, Jan 8, 2018, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Jan 9, 2018, 4:30 PM, Mayor's Office City Hall
- Finance, Wednesday, Jan 10, 2018, 5:00 PM, Main Conference Room, City Hall
- Public Works, Tuesday, Jan 16, 2018, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Jan 22, 2018, 5:00 PM, Main Conference Room, City Hall
