



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

February 5, 2018
6:00 p.m.

PRELIMINARY AGENDA

Council will convene at 6:00 p.m. in closed session to discuss collective bargaining strategy (estimated 15 minutes). The regular City Council meeting will convene immediately thereafter.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Housing Affordability & Community Services Committee
 - b. Public Works Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of January 22, 2018 and January 30, 2018
 - b. Approval of Claims in the amount of: \$733,760.52
 - c. Contract Modification: Ambulance Remount 17-122-FIR-001
 - d. Contract Modification: WWTP Outfall Repair - Construction 13-020-SEW-009
6. **Public Hearings**
7. **Other Business**
 - a. WSDOT Project Update: Sharpes Corner Roundabouts and SR-20 Spur Paving (Discussion)
 - b. * Resolution 2009: Authorizing Litigation Against Manufacturers of Opioid Narcotics (Action)
 - c. * Resolution 2008: Collective Bargaining Agreement by and between the City of Anacortes and the Non Commissioned Police Guild (March 1, 2018 - December 31, 2020) (Action)
 - d. * Amendment 8 to Interlocal Agreement C20140640 with Skagit County for Ambulance Service (Discussion/Possible Action)
 - e. * Interlocal Agreement with Skagit County Department of Emergency Management for Emergency Management Services (Discussion/Possible Action)
 - f. * Draft Ordinance 3017: Amendment to AMC Title 19 - New Affordable Housing Demonstration Program Regulations (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.*



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning February 12, 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.

February 9, 2018

Special Meeting: Mayor/Council/Department Head Retreat, 8:00 AM - 3:30 PM, ESD 189 Reid Harbor Room

February 12, 2018

- Contract Modification: On-Call Professional Services at WWTP 15-009-SEW-001
- Street Fair Application: Shipwreck Day
- Ordinance 3017: Amendment to AMC Title 19 - New Affordable Housing Demonstration Program Regulations (Action)
- Contract Award: 2018 Waterline Replacement (Action)

February 20, 2018

- ArcGIS/Cartograph Mapping and Asset Management Demonstration (Discussion)

February 26, 2018

- Washington Park Update (Discussion)
- Ordinance____: Rollover Budget Amendment (Discussion/Possible Action)

March 5, 2018

- 2018-2022 CDBG - Five Year Consolidated Plan and One Year Action Plan Public Process Conclusion
- Closed Record Decision Hearing, Anacortes School District 5,000 Square Foot Building, Conditional Use Permit, CUP-2018-0001

March 12, 2018

March 19, 2018

March 26, 2018

April 2, 2018

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Feb 5, 2018, 5:00 PM, Public Works Director's Office, City Hall
- Port/City Liaison , Tuesday, Feb 6, 2018, 8:30 AM, City Hall
- Skagit County Marine Resources, Thursday, Feb 8, 2018, 9:00 AM, Fidalgo Bay Resort
- Planning, Monday, Feb 12, 2018, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Feb 13, 2018, 4:30 PM, Mayor's Office, City Hall
- Finance, Wednesday, Feb 14, 2018, 5:00 PM, Main Conference Room, City Hall
- Skagit County Law & Justice Council, Wednesday, Feb 14, 2018, 8:15 AM, Sheriff's Dept. Training Room, Mt. Vernon
- Parks & Recreation, Thursday, Feb 15, 2018, 6:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Feb 19, 2018, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Feb 26, 2018, 5:00 PM, Main Conference Room, City Hall

MacLeod Reckord

Landscape Architects

Cost Estimate

Project: Guemes Channel Trail

Phase: 2 Ship Harbor Section

Date: March 30, 2016

By: CR/TV

ITEM & DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM TOTAL	SUBTOTAL
MOBILIZATION (10%)					57,295
SURVEY (construction staking)	1	LS	12,000.00	12,000	12,000
DEMOLITION & SITE PREP					
Tree Removal (over 6" dbh, incl. grub)	148	EA	200.00	29,600	
Clear & Grub (under 6" dbh, incl grub)	9,700	SY	2.00	19,400	
Haul/dump organics	1,500	CY	11.00	16,500	
Screen/haul/spread organics (avg 4")	1,000	CY	18.00	18,000	
Construction Entrance	2	EA	2,500.00	5,000	
Utility locate/repair allowance	1	ALLOW	5,000.00	5,000	
Staging Area Set Up & Restoration	1	ALLOW	3,000.00	3,000	
					96,500
TESC					
BMP's, New & Restored, life of project	1	ALLOW	15,000.00	15,000	15,000
EARTHWORK					
Rough Grade	9,700	SY	0.75	7,275	
Fine Grade	5,300	SY	1.25	6,625	
Earthwork (cut, place, compact)	1,200	CY	12.00	14,400	
Import (import, place, compact)	2,300	CY	18.00	41,400	
					69,700
SURFACING					
HMA Surface (3" depth)	720	TN	95.00	68,400	
Top Course: Trail (6" depth)	1,475	TN	35.00	51,625	
Top Course: Shoulder (9" depth)	740	TN	35.00	25,900	
					145,925
STRUCTURES					
Wall 1 (avg height 1.75')	240	LF	130.00	31,200	
Wall 2 (avg height 6.5')	230	LF	300.00	69,000	
Wall 3 (avg height 1.4')	165	LF	120.00	19,800	
Hand Railing	400	LF	95.00	38,000	
Fixed Bollards	8	EA	250.00	2,000	
Removable Bollards	3	EA	400.00	1,200	
					161,200
AMENITIES					
Trailhead/viewpoint	2	EA	5,000.00	10,000	
Regulatory Signage	10	EA	80.00	800	
Interpretive Signage	2	EA	2,000.00	4,000	
					14,800

MacLeod Reckord

Landscape Architects

Cost Estimate

Project: Guemes Channel Trail

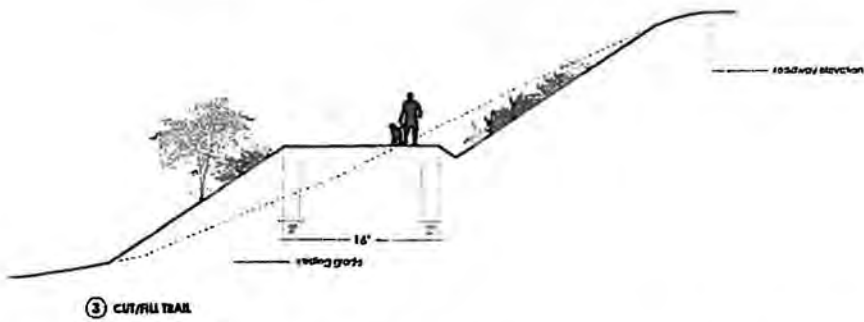
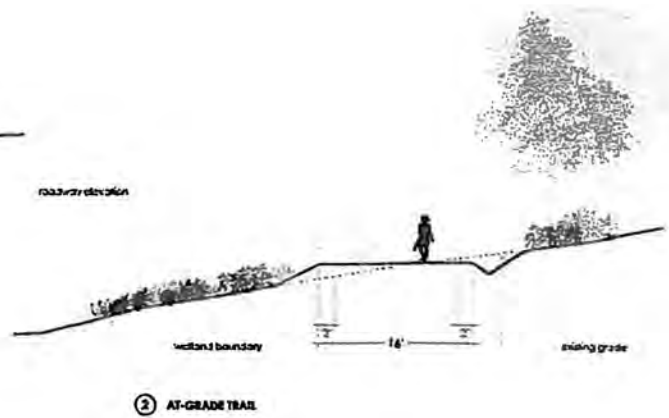
Phase: 2 Ship Harbor Section

Date: March 30, 2016

By: CR/TV

ITEM & DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM TOTAL	SUBTOTAL
DRAINAGE					
Riprap at pipe outlet (12" thick)	15	CY	75.00	1,125	
12" Concrete Culvert	100	LF	35.00	3,500	
Infiltration Trench	200	LF	30.00	6,000	
					10,625
PLANTING					
Plant Material					
Canopy Trees	50	EA	125.00	6,250	
Small Trees/Lg Shrubs	300	EA	125.00	37,500	
Topsoil (see screen organics under demo)					
Seeding	5,300	SY	0.65	3,445	
					47,195
SUBTOTAL					630,240
Estimating Contingency (15%)					94,536
TOTAL Maximum Allowable Construction Cost Estimate					\$ 724,775
Additional Items					
Washington State Sales Tax (9%) - only if Rule 171 does not apply					65,230
Construction Contingency (10% recommended)					72,478
TOTAL					\$ 862,483

Other items may include permitting fees, design fees, easement/lease costs, City admin fees.

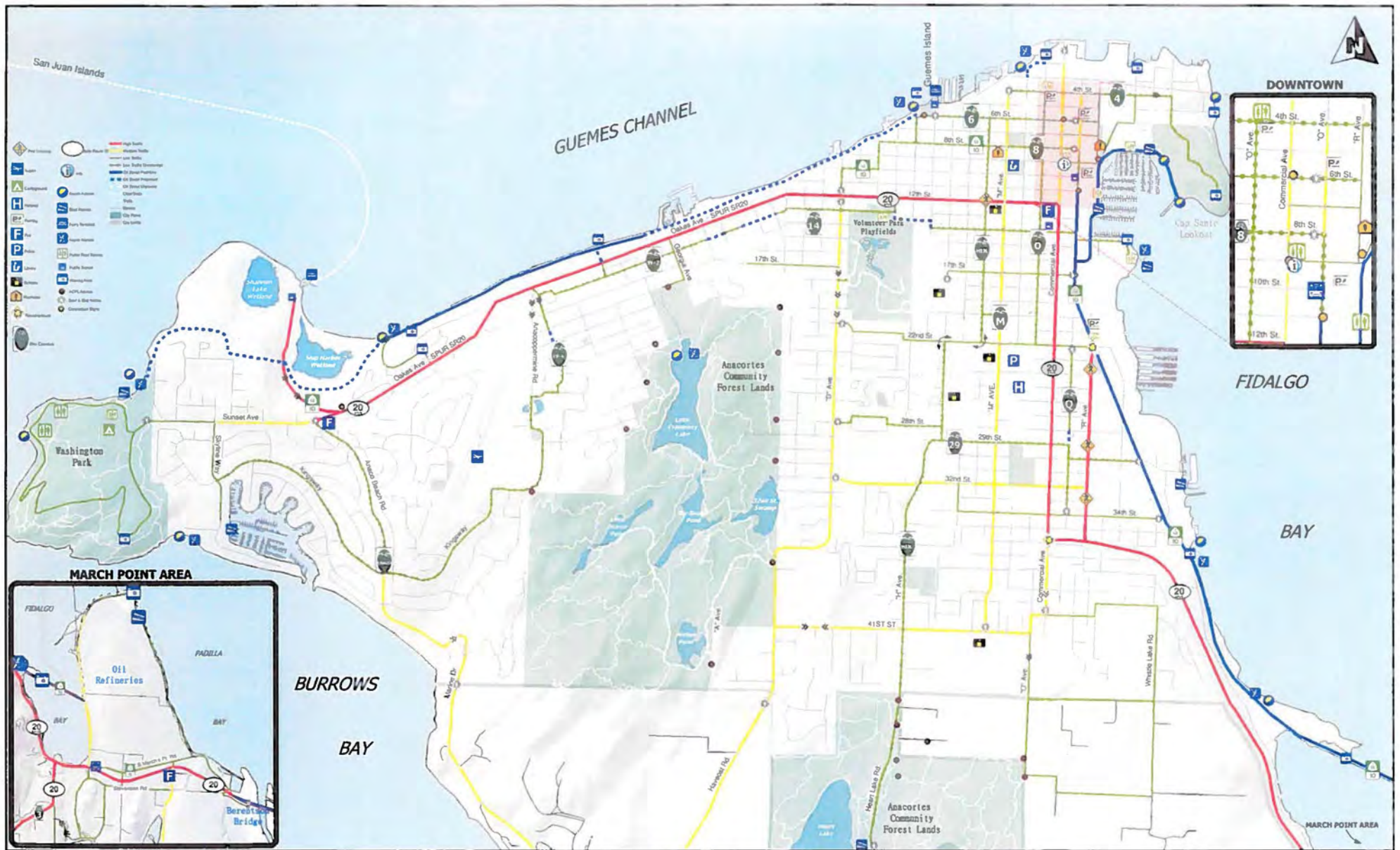


GUEMES CHANNEL TRAIL PHASE 2: TYPICAL SECTIONS





GUEMES CHANNEL TRAIL PHASE 2: CONCEPTUAL TRAIL ALIGNMENT



City of Anacortes Bike-Ped Network

City Council Minutes – January 22, 2018

Mayor Pro Tem Matt Miller called to order the regular Anacortes City Council meeting of January 16, 2018 at 6:00 p.m. Councilmembers Eric Johnson, Anthony Young, Ryan Walters, Brad Adams, Liz Lovelett, Bruce McDougall and Matt Miller were present.

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mr. Miller suggested re-ordering agenda items 7a and 7b. Councilmembers concurred.

Oath of Office for Police Captain, Police Sergeant, Police Corporal and Police Officer: Police Chief John Small introduced new Police Officer Jacob Leland and announced the promotions of Police Detective Jesse Buffum to Police Corporal, Police Detective Terrence Clifford to Police Sergeant and Police Sergeant Dave Floyd to Police Captain. Mayor Pro Tem Miller administered the oath of office to each of the four members of the police force in their new positions.

Appointment of Mark Nihart to Anacortes Historic Preservation Board: Mr. Miller read a statement from Mayor Gere seeking Council confirmation of her appointment of Mark Nihart to fill a vacancy on the Historic Preservation Board for a term ending December 31, 2020. Ms. Lovelett moved, seconded by Mr. Johnson, to approve the appointment. The motion carried unanimously by voice vote.

Public Comment

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

Consent Agenda

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

- a. Minutes of January 16, 2018
- b. Approval of Claims in the amount of: \$840,516.34

The following vouchers/checks were approved for payment:
EFT numbers: 87812 through 87855, total \$626,473.34
Check numbers: 87811 and 87856 through 87893, total \$266,953.36
Wire transfer numbers: 226202 through 227132, total \$8,381.60

OTHER BUSINESS

Technology Solution Contract with Compulink Management Center, Inc. (Laserfiche)

City Attorney Darcy Swetnam requested Council approval of a contract with Compulink Management Center, Inc. for the purchase and technical support for implementation of the Laserfiche enterprise content management solution. Ms. Swetnam presented the implementation plan for project, referring to her slide presentation which was added to the packet materials for the meeting. She summarized the city's responsibilities under the Public Records Act, then shared statistics regarding the staff time required to respond to public records requests for the prior four years and the very minimal cost recovery possible for those efforts. Ms. Swetnam emphasized the value of making record searches more efficient. She described records management processes within the city, which are overseen by each department and governed by Resolution 1920 with the assistance of a Records Management Committee. Ms. Swetnam

outlined the challenges of records management in the face of a rapidly expanding body of public records that are increasingly in electronic format. She then presented the features of the Laserfiche software and enumerated how those features would provide better and more efficient tools for managing the city's public records as well as its business processes. Ms. Swetnam outlined the phased implementation strategy. She reminded Council that the purchase of the software and addition of a part-time legal assistant position to provide staff support were approved in the 2018 budget. Ms. Swetnam summarized the terms and scope of work for the contract which was procured under the State Master Contract.

Ms. Swetnam responded to councilmember questions regarding paper and electronic records, public records requests, and data security. Finance Director Steve Heglund advised that the local Laserfiche servers would be included in the citywide cloud backup strategy. Mr. Walters endorsed the project which had been a longstanding goal; he noted that Laserfiche would dramatically increase transparency and achieve efficiency over storing paper records. Mr. Young, Mr. Adams and Mr. Miller also spoke in favor of the project.

Mr. Adams moved, seconded by Ms. Lovelett, to approve the Technology Solution Contract between the City of Anacortes and Compulink Management Center, Inc. for Laserfiche implementation. Vote: Ayes – Young, Walters, Miller, Adams, Lovelett, McDougall, and Johnson. Motion carried.

Mr. Miller invited members of the public to comment on the agenda item.

Johnny Chase, 4211 Glasgow Way, called Laserfiche a fantastic idea that needs to be done but cautioned that the implementation plan was very sparse and said the city would need to budget a whole lot more, at least \$400K, to do it right. Referencing his own experience with electronic records conversions, Mr. Chase said change management citywide would be a huge challenge and that adequate, dedicated staffing and leadership from the top would be crucial. He said he would like to see a real plan.

Ward McKenzie, 1302 7th Street, said he had observed similar projects in the past and that without a good change management system and a strongly driven project and set of expectations for mid and upper level managers, you end up with a minimal implementation. He warned that consultants will often come back seeking significant additional implementation funds.

Patrick Gallagher, 1406 Portalis Court, said he had been involved in large software implementation projects in Seattle and that the evening's presentation set off alarm bells for him based on staff's apparent experience with large projects. He said the implementation will take a long time and he'd like to hear more about the strength of the city staff, the training they would need, and the ongoing budget impacts.

Mr. Walters thanked the speakers for their comments. He noted that presentations to City Council are generally less detailed than staff's working plans, endorsed the phased implementation approach, and expressed confidence staff's ability. Ms. Swetnam added that during extensive investigations with other jurisdictions over the prior two years staff had certainly heard similar warnings from agencies who had experienced challenges in implementation which was why the Anacortes team had been carefully selected to address those challenges. She advised that staff would provide periodic updates to Council and the public. Mr. Miller acknowledged that the subject contract was a long awaited first step toward a shared objective that would likely have future budget ramifications. Mr. Young suggested that the comments offered indicated a local talent pool that staff might be able to draw upon.

Municipal Broadband Fiber Update

Public Works Director Fred Buckenmeyer and Administrative Services Director Emily Schuh updated Council on the municipal broadband system project, referring to their slide presentation that was added to the packet materials for the meeting. Ms. Schuh encouraged public input during the presentation.

Mr. Buckenmeyer displayed a map of the fiber installed to date within the city and currently being extended to the water treatment plant in Mount Vernon using the “pipe in pipe” model. He summarized the water and sewer funding budgeted for 2017 and 2018 and the actual contract amounts spent in 2017 for the telemetry portion of the system. Ms. Schuh then reported on the ongoing public survey to identify interest in fiber to homes and business and the work of fiber champions in the community. Mr. Buckenmeyer shared network design diagrams illustrating the difference between smaller business and residential users and high volume institutional users. He then focused on the development of and evaluation of four internet provider models: City serving as the Internet Service Provider [ISP], City managing multiple ISP’s, City partnering with a single ISP, and a separate open access network for enterprise customers. He summarized the strengths and concerns with each model and concluded with a list of factors leading staff to recommend the Single ISP model. Mr. Buckenmeyer and Ms. Schuh responded to councilmember questions about the size of the potential ISP pool, whether additional city staffing would be required, and economic viability of the models. Mr. Buckenmeyer advised that staff had sent out a draft RFQ to a number of industry players, including BroadbandUSA, and had incorporated their useful feedback into the revised draft RFQ that had been distributed to councilmembers prior to the meeting and added to the packet materials. Councilmembers offered questions and suggestions for refining the RFQ.

Ms. Schuh presented the proposal to install fiber broadband in two pilot areas: Pilot Area 1 covering 22nd to 32nd Streets from M Avenue to I-J Avenue, which includes businesses, schools, and single and multi-family residences, and Pilot Area 2 covering 11th Street between M and E Avenues, both of which are very close to fiber already installed for the telemetry network. She then presented staff’s study of broadband system fees charged by other networks in Washington, noting the range of fee structures. Mr. McDougall recalled the fee structure used by Sandy, Oregon, for additional comparison. Ms. Schuh noted the lack of symmetrical service (equal upload and download speed/capacity) for local customers. Mr. Buckenmeyer and Ms. Schuh then shared a spreadsheet tool that could be used to project the return on investment for the system based on various construction/hook up costs, pricing models and subscriber percentages. Councilmembers discussed models for recovering hook up costs at some length, noting that actual cost would be greater in some terrain than others and that the one-time cost of connecting a building to the fiber network added to the value of the structure.

Mr. Buckenmeyer asked councilmembers for a head nod to begin the RFQ process. He noted that mayor and Council would have multiple decision points throughout the process. He added that after discussions with the Finance Director, staff suggested that the costs for building out the two pilot areas would be funded with approximately \$300K from the General Fund to be repaid by subscriber fees. Mr. Buckenmeyer said that further build out would depend on the results from the pilot areas. He added that there may also be interest in the marketplace in leasing some of the dark fiber across the valley.

Councilmembers suggested additional topics to be addressed in the RFQ, asked to have at least one councilmember on the selection committee, and stressed that Council would like to see any provider contract during development before it was presented for adoption. Several councilmembers asked for very clear separate accounting of the costs of the telemetry network and the broadband network. Ms. Schuh and Mr. Buckenmeyer highlighted portions of the preceding presentation that addressed that request. Mr. Johnson noted unsuccessful fiber projects in Ashland, Oregon, Tacoma, Washington and Provo, Utah and asked staff how Anacortes would avoid the pitfalls those communities experienced. Ms. Schuh indicated that staff and the consultants had carefully studied successes and failures elsewhere which had led to the recommendation for the single ISP model, which reflected the appropriate amount of risk for a city the size of Anacortes.

Mr. Miller invited the public to comment on this agenda item.

Johnny Chase, 4211 Glasgow Way, thanked Mr. Johnson for bringing up the cities which had not been successful with municipal broadband. Mr. Chase expressed dissatisfaction with the cost increases on the city's NoaNet contracts. He called the broadband network a terrible idea and said it had been presented to the public disingenuously. Mr. Chase questioned spending \$300K for a pilot program that would not have enough subscribers; he said Anacortes already had broadband service available and that a municipal broadband network was a solution in search of a problem. He said fiber optic is not the future and asked where the single ISP model had ever worked. He questioned the pipe-in-pipe technology. Mr. Chase urged Council to slow down a little bit, said he was very scared about the snowballing costs, and said Anacortes should get another source of information besides NoaNet.

Mr. Walters suggested that the RFQ ask if respondents would be willing to be one of multiple ISPs and to explore another option, such as copper, for delivery to the home. Councilmembers reiterated that they did not want to see an ISP contract for the first time when it was presented to them for approval. Mr. Adams and Mr. Johnson asked Mr. Buckenmeyer for assurances about the pipe-in-pipe technology, which Mr. Buckenmeyer said he had witnessed in installations in Europe and was already in place in part of the Anacortes system. Councilmembers asked when the \$3M telemetry network would be functional and for a demonstration of that system when available. Mr. Walters asked that the costs for the telemetry and broadband networks be presented on the city website with links to the associated contracts and a summary of funding authorized and spent to date.

Mr. Miller summarized that he sensed a head nod from Council on proceeding with development of the RFQ but that dialog would continue at each step.

There being no further business, at approximately 8:50 p.m. the Anacortes City Council meeting of January 22, 2018 was adjourned.

City Council Minutes – January 30, 2018

Special Meeting

Between noon and 1:30 p.m. Mayor Laurie Gere and City Councilmembers Eric Johnson, Brad Adams, Liz Lovelett, Bruce McDougall and Matt Miller attended at a potluck luncheon in the City Council chambers followed by the Mayor's State of the City address and then a performance building presentation by Dr. Coyte Cooper titled "Flip the Script: 5 Simple Shifts to Radically Elevate Your Results and Quality of Life."

No testimony was received and no action was taken. At approximately 1:40 p.m. the special meeting 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 February 5, 2018 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
227340	9/24/2017	723	01227	HERRIGSTAD ENGINEERING PS	SURVEY WORK THOMPSON TRAIL	\$2,135.00
227527	10/9/2017	2267061M	05254	STRYKER SALES CORPORATION	POWERLOAD UPGRADE KIT FOR MED 14	\$2,821.13
227229	10/24/2017	BBB013257-BB00	02178	PROSTOCK ATHLETIC SUPPLY, INC	REPLACEMENT TENNIS NET	\$168.18
227556	11/9/2017	1990433762	06718	ARAMARK	OPS MATS SERVICED 11/09/2017, (INVOICE	\$23.07
227478	11/18/2017	735895454963	04 04	AMAZON.CREDIT PLAN	LIBRARY OFFICE SUPPLIES	\$71.08
227468	11/20/2017	4404	10435	BIBLIONIX, LLC	APOLLO SERVICE AND OPTIONS	\$7,030.20
227881	11/20/2017	946059	08839	BLACKSTONE PUBLISHING	BOOKS ON CD	\$149.99
227197	11/20/2017	946060	08839	BLACKSTONE PUBLISHING	BOOKS ON CD	\$147.99
227463	11/21/2017	760341	10294	PACIFIC LAMP & SUPPLY COMPANY	LED RAB SPOT LIGHT FIXTURE FOR FLAG	\$742.14
227481	11/27/2017	983349988593	04194	AMAZON.CREDIT PLAN	AV CABLES	\$61.17
227421	12/1/2017	2017_4725	05988	EMERGENCY REPORTING	2018 SUBSCRIPTION FOR FIRE RECORDS, FIRE MARSHAL APP. INSPECTIONS	\$4,921.56
227426	12/1/2017	WAANA97260	00939	FASTENAL CO	3" DIA CARBIDE TIPPED HOLE SAWS FOR FIBER PROJECT	\$241.85
227232	12/1/2017	045-206414	00847	TYLER TECHNOLOGIES INC	TYLER SOFTWARE SUPPORT 1/1/18-12/31/18	\$79,223.59
227190	12/7/2017	1098858753	02193	FERRELLGAS	PROPANE - WA PARK RESTROOM	\$276.51
227342	12/13/2017	1448910	09237	WASHINGTON TRACTOR, INC	CHAINSAW	\$370.62
227189	12/18/2017	1098988430	02193	FERRELLGAS	PROPANE - WA PARK HOUSE	\$173.61
227168	12/20/2017	ReimbLentz	07618	LENTZ, MARTIN	REIMBURSEMENT TO MARTY LENTZ FOR CDL	\$85.00
227422	12/21/2017	2017-10803	08874	ALADTEC, INC	SCHEDULE MANAGEMENT SUBSCRIPTION: 2/11/18 - 2/10/19	\$2,495.00
227418	12/28/2017	5444844860	04339	SIEMENS INDUSTRY, INC	SVC REPAIR TO LIBRARY BOILER	\$923.90
227253	12/29/2017	130552	10177	INFOSEND, INC.	UB STATEMENTS PROCESSING DECEMBER 2017	\$3,550.00
227191	12/29/2017	93559513	08425	SMOKEY POINT CONCRETE INC	CEMETERY WALL MATERIALS	\$5,953.95
227400	12/31/2017	2583	02469	SKAGIT COUNTY SHERIFF'S OFFICE	NW MINI CHAIN; 2017 4TH QTR.	\$2,214.71
227479	12/31/2017	0173	02468	SKAGIT COUNTY SOLID WASTE FUND	DECEMBER TONNAGE HAULED	\$62,475.60
227290	12/31/2017	0177	02468	SKAGIT COUNTY SOLID WASTE FUND	WTP SOLID WASTE	\$107.88
227420	12/31/2017	1175285	10789	TRINITY CONSULTANTS, INC.	WWTP INCINERATOR AIR DISPERSION MODELING 11/29/17-12/31/17	\$4,066.91
227343	12/31/2017	114-6217649	04834	UNITED SITE SERVICES, INC	WASHINGTON PARK LOOP 1-DECEMBER	\$47.89
227344	12/31/2017	114-6217650	04834	UNITED SITE SERVICES, INC	ACE OF HEARTS DOG PARK - DECEMBER	\$63.86
227345	12/31/2017	114-6217682	04834	UNITED SITE SERVICES, INC	WASHINGTON PARK - DECEMBER	\$62.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
227346	12/31/2017	114-6217719	04834	UNITED SITE SERVICES, INC	GUEMES CHANNEL TRAIL-EDWARDS WAY -	\$81.29
227347	12/31/2017	114-6217768	04834	UNITED SITE SERVICES, INC	WASHINGTON PARK PLAYGROUND - DECEMBER	\$81.29
227381	1/1/2018	20180201	08563	CHOWANEC, WILLIAM	STA 3 RENT - FEBRUARY	\$2,045.00
227473	1/1/2018	0497803	04335	EBSCO INFORMATION SERVICES	PERIODICAL SUBSCRIPTION	\$2,157.08
227476	1/1/2018	0501707	04335	EBSCO INFORMATION SERVICES	PERIODICAL SUBSCRIPTION	\$377.72
226764	1/1/2018	5444851095	04339	SIEMENS INDUSTRY, INC	ANNUAL HVAC CONTROL SYSTEMS MAINTENANCE 2018	\$9,623.95
227288	1/1/2018	091832513	03123	XEROX CORPORATION	XEROX COLOR CUBE PRINTER USAGE 11/21-12/21/17	\$167.10
226455	1/2/2018	113-1693050-6325028	08811	AMAZON.COM	PARTS- VEH #90009	\$54.23
227245	1/2/2018	200012505505	02192	PUGET SOUND ENERGY	14489 RIVER BEND ROAD, 12/1/2017-12/31/2017	\$68,317.48
227464	1/2/2018	30000000290043	02192	PUGET SOUND ENERGY	STREET LIGHTS 11/1-12/1/17	\$17,766.94
227896	1/2/2018	20180102	02385	SCOTT MILO GALLERY/FRAMEMAKER	ELECTED OFFICIALS AND DEPT HEAD PHOTOS	\$189.53
227425	1/2/2018	433	02466	SKAGIT COUNTY PUBLIC HEALTH &	4TH QUARTER COMMUNITY SERVICES @ ANACORTES SENIOR ACTIVITY CENTER	\$9,000.00
226456	1/3/2018	114-5560193-9039461	08811	AMAZON.COM	OPS- BREAKROOM SUPPLIES	\$36.95
227193	1/3/2018	10778119	01165	HACH COMPANY	2 PACKS FLUORIDE REAGENT AMPULES	\$136.77
226533	1/4/2018	23098	00086	ALLMAX SOFTWARE, INC.	2 ADDITIONAL SEATS FOR ANTERO SOFTWARE	\$1,900.00
226549	1/4/2018	113-3274815-3150640	08811	AMAZON.COM	RAIL HANGERS FOR DOOR AT OPS LUNCHROOM	\$33.30
226548	1/4/2018	113-3306829-6922615	08811	AMAZON.COM	BLU-RAY DISC PLAYER FOR OPS LUNCHROOM	\$64.34
226553	1/4/2018	113-4508897-0925045	08811	AMAZON.COM	GALVANIZED RAIL END CAP FOR OPS REMODEL	\$8.70
226547	1/4/2018	113-8534950-6852242	08811	AMAZON.COM	GALVANIZED BOX BRACKETS	\$156.20
227181	1/4/2018	0119279	06543	PACIFIC TIRE COMPANY, INC	SERVICE CALL TO MAKE WHEEL CHANGE ON	\$121.52
227250	1/4/2018	01187161	10861	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES 1ST FLOOR	\$70.00
227249	1/4/2018	01187162	10861	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES 3RD FLOOR	\$70.00
227036	1/5/2018	114-1480001-5713813	08811	AMAZON.COM	WATER TREATMENT OPERATOR GUIDE BOOKS	\$178.21
227477	1/5/2018	36683	04965	CORRECT EQUIPMENT	PACNW INSTRUMENTATION SEMINAR REGISTRATION KB	\$54.25
227194	1/5/2018	10781694	01165	HACH COMPANY	31 FLUORIDE REAGENT AMPULES	\$1,308.51
227195	1/5/2018	10781854	01165	HACH COMPANY	NUTRIENT AGA, ACCUVAC SNAPPER	\$342.90
227237	1/5/2018	10783090	01165	HACH COMPANY	110 FREE CHLORINE REAGENT SETS	\$6,552.90

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
227883	1/5/2018	ReimIver	01419	JOHNSON, IVER	REIMBURSE PHARMACY COPAY, LEOFF1 RETIREE	\$15.00
227228	1/5/2018	93565613	08425	SMOKEY POINT CONCRETE INC	BLOCKS FOR CEMETERY WALL CONSTRUCTION	\$2,045.23
227407	1/5/2018	82108	10421	VECA ELECTRIC COMPANY, INC	GENERATOR 9-902A DISCONNECT INSTALLATION	\$12,836.79
227424	1/6/2018	36705	01530	LAKESIDE INDUSTRIES, INC.	QUARRY SPALLS FOR FIBER PROJECT	\$87.58
227246	1/6/2018	220014355758	02192	PUGET SOUND ENERGY	CAR CHARGING STATION 12/6-1/5/18	\$24.73
227555	1/7/2018	1990475753	06718	ARAMARK	STA 1 MAT SERVICE: 12/7	\$21.70
227032	1/8/2018	932762/1	00021	ACE HARDWARE	ODOBAN/SPRAYWAY	\$25.36
226887	1/8/2018	113-5154894-7075440	08811	AMAZON.COM	PARTS- VEH #176 & #90007	\$78.02
227497	1/8/2018	712279	00496	CASCADE COLUMBIA DISTRIBUTION	SODIUM FLUORIDE - 2 PALLETS	\$3,900.00
227198	1/8/2018	32512764	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - JUVENILE	\$613.77
227465	1/8/2018	00008335	03150	WASHINGTON SECRETARY OF STATE	2018 WASHINGTON DIGITAL LIBRARY CONSORTIUM	\$4,556.78
227774	1/9/2018	114-5875133-3631427	08811	AMAZON.COM	ANIMAL CONTROL - MICROCHIP READER	\$401.40
226922	1/9/2018	113-3579047-8081011	08811	AMAZON.COM	SURGE PROTECTOR	\$9.97
226886	1/9/2018	113-6556640-4355403	08811	AMAZON.COM	SUPPLIES- SHOP	\$53.67
227603	1/9/2018	901387513	05090	BSN SPORTS, LLC	BASEBALL SUPPLIES	\$954.36
227493	1/9/2018	USA40026019	09626	HANNA INSTRUMENTS	7 PH ELECTRODE	\$1,015.00
227419	1/9/2018	41685	07863	HERRERA ENVIRONMENTAL	HEART LAKE WATER QUALITY STUDY 11/25/17-12/31/17	\$347.34
227742	1/9/2018	835242	01588	LIFE ASSIST, INC	VIDEO LARYNGOSCOPE BLADES	\$1,821.17
227462	1/9/2018	MTS231429	01801	MOTOR TRUCKS, INC	REPAIRS TO SEWER JET TRUCK #601	\$18,373.44
227423	1/9/2018	1532528	03100	WOOD'S LOGGING SUPPLY, INC	WIRE ROPE ASSEMBLIES FOR FIBER PROJECT	\$527.04
226907	1/10/2018	113-5467377-1573863	08811	AMAZON.COM	ADA DOOR SIGNS - OPS REMODEL	\$58.30
226958	1/10/2018	113-6907836-5349023	08811	AMAZON.COM	COAT HOOKS FOR OPS REMODEL	\$26.00
227234	1/10/2018	8493 30 017 0490698	04412	COMCAST	CITY HALL INTERNET CONNECTION 1/20-2/19/18	\$186.12
227233	1/10/2018	8498 30 030 0111230	04412	COMCAST	WTP 14489 RIVER BEND RD. - 1/19-2/18/18	\$224.80
227460	1/10/2018	0188-487534	03816	CONSOLIDATED ELECTRICAL	FACILITIES LIGHTING PROJECT PRODUCT FOR	\$18,882.69
227226	1/10/2018	WAANA9816	00939	FASTENAL CO	BOLTS	\$80.93
227241	1/10/2018	60877579899	10875	JANAM TECHNOLOGIES	DATAPORT REPAIR	\$125.00
227654	1/10/2018	90270	01431	JWC ENVIRONMENTAL LLC	GASKETS, CUTTER, SPACERS, COMPRESSION DISCS	\$5,805.03
227180	1/10/2018	3-103554	01614	LOUIS AUTO GLASS INC.	WINDSHIELD FOR #003	\$270.67

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
227252	1/10/2018	12189	01616	LOWE'S BUSINESS ACCOUNT/GEMB	GENERAL PREVENTIVE MAINTENANCE SUPPLIES	\$351.54
227242	1/10/2018	8554-8	02434	SHERWIN WILLIAMS	PAINT	\$131.76
227471	1/10/2018	5035475	02481	SKAGIT VALLEY HERALD	PERIODICAL - SKAGIT VALLEY HERALD	\$234.00
227244	1/10/2018	331 0385279	08646	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE	\$59.07
227484	1/10/2018	461331	02839	USA BLUE BOOK	DECHLORINATING TABLETS	\$250.02
227295	1/11/2018	23127	00086	ALLMAX SOFTWARE, INC.	DATAPORTWITH CRADLE, ACCESSORY KIT	\$1,475.00
227296	1/11/2018	23128	00086	ALLMAX SOFTWARE, INC.	DATAPORT INTERFACE SOFTWARE FOR ANTEREO	\$995.00
227307	1/11/2018	T313781	10379	AMB TOOLS & EQUIPMENT	REPAIRS, OIL TEMP LIMITS, VITON O RING,	\$808.27
227222	1/11/2018	1990527988	06718	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$64.82
227236	1/11/2018	8498 30 017 0464628	04412	COMCAST	WA PARK INTERNET 1/21-2/20/18	\$106.12
227503	1/11/2018	0188-488541	03816	CONSOLIDATED ELECTRICAL	ELECTRICAL FITTINGS	\$14.44
227227	1/11/2018	WAANA98264	00939	FASTENAL CO	FITTINGS	\$130.42
227393	1/11/2018	1234296	09040	KNOX COMPANY	MASTER LOCK BOXES FOR AMBULANCE & FIRE	\$6,429.71
227291	1/11/2018	01/29/2018	02192	PUGET SOUND ENERGY	ELECTRICITY - ALL MUSEUM VENUES	\$415.60
227389	1/11/2018	300000290019	02192	PUGET SOUND ENERGY	ALL STATIONS: 12/5 - 1/5	\$1,032.69
227504	1/11/2018	300000300008	02192	PUGET SOUND ENERGY	ENERGY BILL FOR WWTP 12/7/17-1/6/18	\$17,556.01
227467	1/11/2018	300000305007	02192	PUGET SOUND ENERGY	ELECTRICITY FOR METERS, VAULTS & STREET LIGHTS	\$385.33
227402	1/11/2018	1172255	02450	SIGNATURE FORMS, INC	OPERATING SUPPLIES	\$186.07
227030	1/12/2018	113-3415458- 3229805	08811	AMAZON.COM	BLACK SLIM CASE & BELT CLIP HOLSTER	\$12.44
227243	1/12/2018	754596	00306	BAYSHORE OFFICE PRODUCTS INC	PAPER/MARKER FOR DADDY DAUGHTER DANCE	\$32.21
227185	1/12/2018	301527	01023	FRONTIER BUILDING SUPPLY	WALL SIDING - NEW SIGN ROOM MATERIALS	\$1,596.17
227658	1/12/2018	174730	01132	GREEN RIVER COMMUNITY COLLEGE	WTP OP I, II CERTIFICATION EXAM REVIEW CLASS	\$315.00
226552	1/12/2018	13551	01890	NORTH WEST INSTRUMENT SERVICES	ANNUAL BALANCE MAINTENANCE AND	\$249.55
227299	1/12/2018	PayPal NWWA- AWWA	02018	PACIFIC NW SECTION/AWWA	EMERGENCY PREPAREDNESS WORKSHOP - CHAD S, JOAN P. TERRY N	\$240.00
227178	1/12/2018	001-390884	02109	PISTON SERVICE OF ANACORTES	WIRES, FUSE BLOCOK TRAILER CONN, 3"	\$74.55
227177	1/12/2018	001-390969	02109	PISTON SERVICE OF ANACORTES	5/8 HITCH PIN #150	\$6.64
227247	1/12/2018	P481984	02123	PLATT ELECTRIC SUPPLY INC	LIGHT FIXTURE ADAPTERS	\$27.88
227308	1/12/2018	455728	09999	PUBLIC SAFETY SOURCE	CHEVY SILVERADO LAP TOP MOUNTS FOR	\$1,386.00
227384	1/12/2018	300000290027	02192	PUGET SOUND ENERGY	WTP RESERVOIR & PUMP STATION 12/6/17 - 1/5/18)	\$3,733.82
227162	1/12/2018	P1529-18	06985	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP	\$4,213.00
227182	1/12/2018	0216250-IN	02260	REISNER DISTRIBUTOR INC	DIESEL EXHAUST FLUID - STOCK SHOP	\$1,124.43

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
227235	1/12/2018	100004220	01351	RICOH USA, INC	S/N C32029555 CITY HALL COPIER 3RD 1/1-1/31/18	\$377.30
227179	1/12/2018	0223791-IN	03844	SIRENNET.COM	AMBER SUPER LED LIGHTS #180	\$255.69
227383	1/12/2018	1202036	02681	SURETY PEST CONTROL	STA 2: JANUARY SERVICE	\$44.49
227196	1/12/2018	01188843	10861	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$87.50
227286	1/13/2018	37090	01530	LAKESIDE INDUSTRIES, INC.	CONCRETE DUMP FEES - CEMETERY WALL	\$410.00
227868	1/15/2018	933145/1	00021	ACE HARDWARE	PLUMBING PARTS	\$37.13
227251	1/15/2018	23133	00086	ALLMAX SOFTWARE, INC.	OPERATOR 10 AUDIT TRAIL	\$1,000.00
227487	1/15/2018	1990531948	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$72.49
227385	1/15/2018	97880000001	00494	CASCADE NATURAL GAS CORP.	STA 3: 12/12 - 1/12	\$227.31
227289	1/15/2018	5880061	00932	FERGUSON ENTERPRISES, INC	PVC CONNECTORS, SEALANT	\$17.48
227303	1/15/2018	009124494	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM CAPTAIN BARS	\$7.60
227186	1/15/2018	55938/2	06246	H.B. JAEGER	4" INSERTA TEE, HEAT SHRINK FOR STORM	\$226.86
227718	1/15/2018	1202003	02681	SURETY PEST CONTROL	CITY HALL RODENT CONTROL	\$43.40
227596	1/15/2018	L83925600101	03483	TIGERDIRECT INC	OPERATING SUPPLIES IT	\$124.05
227223	1/15/2018	180037	04831	T-SHIRTS BY DESIGN	BOYS BASKETBALL T SHIRTS	\$1,908.52
227183	1/16/2018	A03469	00021	ACE HARDWARE	BRASS 1" GATE VALVE, NIPPLE FOR EQUIP	\$49.75
227882	1/16/2018	HE0003	10563	DANA E. OTTERHOLT D.D.S.	DENTAL SERVICES, GERALD HEIN, LEOFF1 RETIREE, DOS: 1/16/18	\$171.17
227238	1/16/2018	34634	00797	DIMENSIONAL COMMUNICATIONS INC	MIC REPAIRS @ CITY HALL	\$249.55
227239	1/16/2018	34635	00797	DIMENSIONAL COMMUNICATIONS INC	FLOOR BOXES FOR USE @ ASAC	\$640.15
227304	1/16/2018	009134361	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM PANTS; OFC NORDMARK	\$56.41
227659	1/16/2018	2519220	01050	GAYLORD BROTHERS INC	CURATORIAL SUPPLIES	\$107.31
227864	1/16/2018	32643715	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$13.00
227861	1/16/2018	32643716	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$741.68
227501	1/16/2018	10824	01908	NORTHWEST CLEAN AIR AGENCY	WA DOE DEVELOPMENT AND OVERSIGHT FEE	\$99.65
227302	1/16/2018	PayPal NWWA-AWWA	02018	PACIFIC NW SECTION/AWWA	EMERGENCY PREPAREDNESS WORKSHOP - BOB M	\$80.00
227313	1/16/2018	001-391228	02109	PISTON SERVICE OF ANACORTES	VALVE AND GAUGE FOR #90009	\$24.89
227312	1/16/2018	001-391234	02109	PISTON SERVICE OF ANACORTES	SWITCH FOR #510	\$19.56
227240	1/16/2018	5052044985	01351	RICOH USA, INC	S/N C86112175 3RD FL COPIER 10/21-1/20/18	\$2,118.21
227184	1/16/2018	21142	02405	SEBO'S DO-IT CENTER	FITTINGS FOR COMPRESSOR #90009	\$113.44
227314	1/16/2018	21165	02405	SEBO'S DO-IT CENTER	BALL VALVE FOR #90009	\$31.89
227254	1/16/2018	RS18024807	10377	SHIFNOTE, LLC	WTP SERVICE 2/1/18 TO 4/30/18	\$119.85
227315	1/17/2018	933257/1	00021	ACE HARDWARE	BUSHINGS, ELBOWS, TEES FOR REPAIRING	\$23.28

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
227323	1/17/2018	113-1269924-5015428	08811	AMAZON.COM	SIDE STEP FOR #180	\$40.73
227224	1/17/2018	113-7953676-4813025	08811	AMAZON.COM	AIR COMPRESSOR/PRESSURE WASHER - TO	\$1,985.53
227386	1/17/2018	1990536288	06718	ARAMARK	STA 3 MAT SERVICE: 1/17	\$21.70
227199	1/17/2018	201801	09042	A-TOWN BISTRO	MAYORS AWARD OF MERIT GUNNAR CHRISTIANSEN	\$75.00
227300	1/17/2018	INV #3	10552	CLEAN & CLIP GROOMING	K9 T-BONE GROOMING	\$50.00
227374	1/17/2018	8498 30 017 0543538	04412	COMCAST	DEPOT 611 R AVENUE - 1/22-2/21/18	\$186.12
227293	1/17/2018	487450	01303	DMH INDUSTRIAL ELECTRIC, INC	WEG MOTOR REPAIR	\$737.18
227660	1/17/2018	174878	01132	GREEN RIVER COMMUNITY COLLEGE	WTP OP I, II CERTIFICATION EXAM REVIEW CLASS	\$315.00
227483	1/17/2018	10797682	01165	HACH COMPANY	LAB CHEMICALS	\$1,455.45
227310	1/17/2018	137101	08654	NAPA	BRAKE CLEANER	\$32.42
227311	1/17/2018	001-391295	02109	PISTON SERVICE OF ANACORTES	FUSES FOR SHOP	\$18.07
227492	1/17/2018	200024889996	02192	PUGET SOUND ENERGY	WTP INTAKE ELECTRICITY (12/2/17 - 1/2/18)	\$355.16
227316	1/17/2018	0216683-IN	02260	REISNER DISTRIBUTOR INC	ULS NON TAXED DIESEL 2 DYED	\$22,250.12
227317	1/17/2018	0216694-IN	02260	REISNER DISTRIBUTOR INC	ULS NON TAXED DIESEL 2 DYED	\$9,939.14
227406	1/17/2018	1089049	02519	SKAGIT PUBLISHING LLC	PUBLISH AA-1716509 AA-1716967 AA-1717439	\$454.72
227488	1/17/2018	331 0386345	08646	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE	\$59.07
227390	1/18/2018	11718	00180	ANACORTES TOWING LLC	TOWING; APD CASE 18-A00387	\$162.75
227387	1/18/2018	1990538378	06718	ARAMARK	STA 2 MAT SERVICE: 1/18	\$21.70
227388	1/18/2018	1990538379	06718	ARAMARK	STA 1 MAT SERVICE: 1/18	\$21.70
227301	1/18/2018	1990538384	06718	ARAMARK	APD NYLON MATS CLEANED	\$16.28
227531	1/18/2018	1990538390	06718	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$64.82
227482	1/18/2018	1990538391	06718	ARAMARK	OPS: MAT CLEANING 01/18/18	\$66.45
227257	1/18/2018	17-034-FAC-0021	00369	BLYTHE PLUMBING & HEATING INC	RETAINAGE RELEASE	\$467.50
227461	1/18/2018	5487714	07570	CADMAN	SWEEPER DEBRIS HAULED: TICKET	\$771.87
227259	1/18/2018	17-121-FAC-0011	09765	DOORMAN COMMERCIAL, LLC	RETAINAGE RELEASE	\$168.00
227292	1/18/2018	01/18/2018	00955	FIDALGO CLEANING	CLEANING - CARNEGIE 01/18/2018	\$50.00
227534	1/18/2018	302160	01023	FRONTIER BUILDING SUPPLY	SUPPLIES FOR NEW SIGN ROOM- OPS REMODEL	\$234.83
227502	1/18/2018	745887	01421	JCI JONES CHEMICALS INC	SODIUM HYDROXIDE	\$3,975.53
227309	1/18/2018	137119	08654	NAPA	BULK BRAKE CLEANER FOR SHOP	\$291.78
227498	1/18/2018	117375	01939	NORTHSTAR CHEMICAL INC.	SODIUM BISULFITE 38% SOLUTION	\$1,473.97
227652	1/18/2018	PAW Mmbship Renew	04058	PLANNING ASSOC OF WASHINGTON	PLAN ASSOC OF WA MBERSHIP LG, DM KN	\$450.00
227399	1/18/2018	WA27063KE	10846	PRECISION CONCRETE CUTTING, IN	SIDEWALK ADA CUTTING	\$39,487.22

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
227724	1/18/2018	153222	02280	SCOTT RICHARDS INSURANCE, INC	WT PRESTON RENEWAL 2018	\$4,036.00
227889	1/18/2018	0542005-001	02835	UNUM LIFE INS CO OF AMERICA	FEBRUARY, LEOFF LONG-TERM CARE PREMIUM	\$1,024.90
227499	1/18/2018	00112369	10861	WALTON BEVERAGE COMPANY, INC	WWTP BREAKROOM SUPPLIES	\$52.50
227298	1/18/2018	00112370	10861	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES 1ST FLOOR	\$87.50
227348	1/18/2018	00112371	10861	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES 3RD FLOOR	\$175.00
227305	1/18/2018	00112372	10861	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$87.50
227322	1/19/2018	113-2776717-2745021	08811	AMAZON.COM	BATTERY FOR VEH #046	\$138.83
227536	1/19/2018	2017-1	10683	ANACORTES ENVIRONMENTAL SAFETY	ASBESTOS SURVEY FOR OPERATIONS	\$290.00
227669	1/19/2018	ReimbAvilla	10792	AVILLA, SHAWN	REIMBURSEMENT FOR WTP OP II APPLICATION, EXAM	\$186.00
227401	1/19/2018	12-5764	10431	BLUE CARD	2018 SUBSCRIPTION FOR OFFICER TRAINING	\$2,600.00
227535	1/19/2018	5488046	07570	CADMAN	SWEeper DEBRIS HAULED	\$562.28
227655	1/19/2018	CHAPM01192018	00536	CHAPMAN'S TOP & UPHOLSTERY	SERVICE- VEH #180	\$54.35
227490	1/19/2018	18-01270	00850	EDGE ANALYTICAL, INC	FINAL EFFLUENT TESTING	\$126.00
227494	1/19/2018	18-01329	00850	EDGE ANALYTICAL, INC	THICKENED SLUDGE TESTING	\$207.00
227496	1/19/2018	9673621950	03120	GRAINGER	CIRCUIT BREAKER	\$90.47
227297	1/19/2018	604389	01765	MISTER T'S AWARDS &	MAYOR AWARD OF MERIT NAME PLATE GUNNAR CHRISTIANSEN	\$22.72
227459	1/19/2018	180060	04831	T-SHIRTS BY DESIGN	BOYS BASKETBALL T-SHIRT	\$9.77
227306	1/19/2018	01190980	10861	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$87.50
227743	1/19/2018	01190981	10861	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$38.75
227744	1/19/2018	01190982	10861	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$52.50
227600	1/20/2018	37534	01530	LAKE SIDE INDUSTRIES, INC.	ROCK FOR CEMETERY WALL PROJECT	\$91.68
227664	1/20/2018	37539	01530	LAKE SIDE INDUSTRIES, INC.	ROCK SALES- 1 1/4" & 1 1/2"	\$168.08
227382	1/20/2018	2474	04817	NW CLEANERS	WEEKLY CLEANING FOR JANUARY - 29-1	\$488.00
227391	1/20/2018	00005W5A8038	02817	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES WEEK ENDING 1-20-18	\$15.97
227749	1/20/2018	9800260643	02879	VERIZON WIRELESS	SCADA COMMUNICATIONS FOR PUMP STATIONS	\$728.19
227869	1/21/2018	933474/1	00021	ACE HARDWARE	PLUMBING PARTS FOR BOOSTER STATIONS	\$114.24
227542	1/21/2018	8136 50 291 0005268	09989	WAVE	FIBER LEASE WTP TO CITY HALL 02/1-02/28/18	\$320.12
227466	1/22/2018	0952-484079	00088	ALL PHASE ELECTRIC SUPPLY CO.	SOL BRIDGE CONNECTORS	\$62.50

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
227489	1/22/2018	1990542373	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$71.61
227411	1/22/2018	Refund #143-4220-00	10882	BELL, DON & ROXANE	Overpayment on closed account	\$85.68
227763	1/22/2018	1413-V01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - FIDALGO CENTER	\$627.13
227762	1/22/2018	1415-V01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - MUSEUM	\$157.33
227761	1/22/2018	1416-V01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - WT PRESTON	\$197.47
227760	1/22/2018	1417-V01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - FIRE STATION I	\$507.78
227759	1/22/2018	1418-V01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - FIRE STATION II	\$187.71
227757	1/22/2018	1419-V01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - FIRE CO-RAY-VAC	\$478.49
227766	1/22/2018	1423-V01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - DEPOT	\$278.85
227764	1/22/2018	1424-V01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - OPERATIONS SHOP	\$214.83
227666	1/22/2018	5488400	07570	CADMAN	SWEEPER DEBRIS HAULED	\$242.57
227529	1/22/2018	038 200 0000 2	00494	CASCADE NATURAL GAS CORP.	APD 12/16/17-1/19/18	\$944.93
227860	1/22/2018	154 700 0000 9	00494	CASCADE NATURAL GAS CORP.	LIBRARY 12/16/17 - 1/19/18	\$2,075.64
227738	1/22/2018	16940000009	00494	CASCADE NATURAL GAS CORP.	STA 2: 12/16 - 1/19	\$212.87
227662	1/22/2018	199 800 0000 4	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS - 703 R AVE	\$273.41
227539	1/22/2018	440 400 0000 0	00494	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 12/16-1/8/18	\$803.24
227739	1/22/2018	67440000007	00494	CASCADE NATURAL GAS CORP.	STA 1: 12/16 - 1/19	\$293.07
227533	1/22/2018	710 300 0000 5	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS FOR OPS & BUS GARAGE BLDG.	\$1,301.13
227538	1/22/2018	795 700 0000 4	00494	CASCADE NATURAL GAS CORP.	CITY HALL 12/16/17-01/19/18	\$1,520.50
227663	1/22/2018	912 800 0000 0	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS - CARNEGIE	\$509.85
227601	1/22/2018	98980000008	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS FOR WWTP	\$11.57
227750	1/22/2018	36770	04965	CORRECT EQUIPMENT	2018 PACNW INSTRUMENTATION SEMINAR	\$50.00
227413	1/22/2018	Refund #050-3130-03	10884	CRMA INVESTMENTS LLC	Overpayment on closed account	\$97.89
227491	1/22/2018	26059	00715	DAHL ELECTRIC, INC	SUPPLIES AND LABOR FOR WORK AT MARCH POINT PUMP HOUSE	\$633.47
227417	1/22/2018	Refund #052-6320-04	10888	DELIN, JOHN & JANE	Overpayment on closed account	\$90.98
227458	1/22/2018	1-553331-7	00789	DIAMOND RENTALS, INC.	PORTABLE TOILET RENTALS-GARDEN CEMETERY	\$255.00
227602	1/22/2018	WAANA98559	00939	FASTENAL CO	FLEXIBLE SLEEVES	\$113.86
227409	1/22/2018	Refund #052-0790-00	10880	GIBONEY, ANN & JOHN	Overpayment on closed account	\$106.56
227485	1/22/2018	180021-4677	09913	LAB/COR, INC.	CRYPTO-GIARDIA ANALYSES	\$900.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
227412	1/22/2018	Refund #145-2650-02	10883	LINK, NANCY & PETER	Overpayment on closed account	\$105.14
227405	1/22/2018	17-077-SEW-0011	07367	PACIFIC NW SCALE CO., INC.	RETAINAGE RELEASE	\$71.50
227548	1/22/2018	001-391605	02109	PISTON SERVICE OF ANACORTES	PART- VEH #403	\$9.36
227528	1/22/2018	001-391631	02109	PISTON SERVICE OF ANACORTES	SHOP SUPPLIES	\$3.93
227526	1/22/2018	001-391655	02109	PISTON SERVICE OF ANACORTES	SHOP SUPPLIES	\$9.77
227414	1/22/2018	Refund #060-0220-01	10885	ROE, JAMES	Overpayment on closed account	\$97.00
227416	1/22/2018	Refund #092-5790-02	10887	SHOAF, MARK & JENNIFER	Overpayment on closed account	\$97.79
227746	1/22/2018	8123972604	09706	SHRED-IT USA, LLC	OLD RECORDS DESTROYED - APD	\$42.35
227751	1/22/2018	8123975598	09706	SHRED-IT USA, LLC	CONTAINER SHREDDING - CITY HALL	\$30.25
227415	1/22/2018	Refund #090-1370-04	10886	VELAZQUEZ, CASEY	Overpayment on closed account	\$222.56
227410	1/22/2018	Refund #380-2700-01	10881	WEEKS, ELIZABETH	Overpayment on closed account	\$97.16
227500	1/23/2018	755342	00306	BAYSHORE OFFICE PRODUCTS INC	NOTEBOOKS	\$3.45
227474	1/23/2018	755764	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$58.52
227530	1/23/2018	755867	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES; ENVELOPES FOR EVIDENCE	\$82.79
227486	1/23/2018	755915	00306	BAYSHORE OFFICE PRODUCTS INC	WALL CALENDAR FOR OPERATOR SCHEDULE	\$22.52
227475	1/23/2018	B755764-1	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$27.66
227745	1/23/2018	82753554	09185	BOUND TREE MEDICAL, LLC	PHARMACEUTICALS	\$85.80
227753	1/23/2018	82753555	09185	BOUND TREE MEDICAL, LLC	SCAPELS & IV STARTS W/ CLAMPS	\$190.24
227865	1/23/2018	0188-488891	03816	CONSOLIDATED ELECTRICAL	2 LAMP BALLAST FOR FIRE STATION II APP	\$238.70
227679	1/23/2018	37048	00914	EVERGREEN RURAL WATER OF WA	EVERGREEN RURAL WATER CONFERENCE REGISTRATION	\$275.00
227769	1/23/2018	009184000	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM CHEVRONS; SERGEANT	\$64.97
227470	1/23/2018	Prepay	01582	LIBRARY JOURNAL	SUBSCRIPTION	\$157.99
227549	1/23/2018	001-391733	02109	PISTON SERVICE OF ANACORTES	PARTS- VEH #403	\$2.57
227545	1/23/2018	001-391753	02109	PISTON SERVICE OF ANACORTES	FILTERS- VEH #403	\$50.21
227547	1/23/2018	001-391757	02109	PISTON SERVICE OF ANACORTES	SUPPLIES- VEH #403	\$6.65
227550	1/23/2018	001-391761	02109	PISTON SERVICE OF ANACORTES	PART- VEH #139	\$31.60
227544	1/23/2018	001-391763	02109	PISTON SERVICE OF ANACORTES	FILTERS- SHOP STOCK	\$189.77
226538	1/23/2018	657657	00199	RED VALVE COMPANY INC	12" TIDEFLEX CHECK VALVE	\$1,871.13
227605	1/24/2018	174106-5	00355	BIRCH EQUIPMENT CO., INC	AFD STATION #2 LIFT FOR LIGHTS	\$97.65

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
227604	1/24/2018	18-01313	00850	EDGE ANALYTICAL, INC	FINAL EFFLUENT TESTING	\$122.50
227540	1/24/2018	0584260	00932	FERGUSON ENTERPRISES, INC	LF M520 M F1-TC-X-E 1 P PIT. SENSUS	\$7,411.64
227723	1/24/2018	009190512	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM; CAPTAIN BARS	\$7.60
227680	1/24/2018	23071	01616	LOWE'S BUSINESS ACCOUNT/GEMB	BATTERIES AND PLANT SUPPLIES	\$301.53
227546	1/24/2018	001-391800	02109	PISTON SERVICE OF ANACORTES	PART- VEH #403	\$0.76
227551	1/24/2018	001-391806	02109	PISTON SERVICE OF ANACORTES	MISC PARTS- VEH #151	\$172.08
227725	1/24/2018	153259	02280	SCOTT RICHARDS INSURANCE, INC	INSURE ARTWORK POLICY CHANGE 12/16/17-12/16/18	\$74.00
227672	1/24/2018	180081	04831	T-SHIRTS BY DESIGN	BOYS BASKETBALL T SHIRTS	\$39.06
227543	1/24/2018	331 0387410	08646	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE	\$59.07
227892	1/24/2018	114-6298694	04834	UNITED SITE SERVICES, INC	INTAKE STATION PORTA-POTTI RENTAL	\$107.26
227856	1/24/2018	81535REV	10421	VECA ELECTRIC COMPANY, INC	INSTALLED 2 CIRCUITS IN LIBRARY	\$1,516.61
227673	1/25/2018	933734/1	00021	ACE HARDWARE	OPERATING SUPPLIES- SOLID WASTE	\$11.71
227771	1/25/2018	112-5401943-4477025	08811	AMAZON.COM	BLUETOOTH HEADSET - WATER DEPT.	\$35.78
227748	1/25/2018	12518	00180	ANACORTES TOWING LLC	TOWING; APD CASE 18-A00570	\$162.75
227653	1/25/2018	1990548788	06718	ARAMARK	APD NYLON MATS CLEANED	\$16.28
227717	1/25/2018	1990548796	06718	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$66.87
227595	1/25/2018	756027	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES - FINANCE	\$24.89
227740	1/25/2018	756202	00306	BAYSHORE OFFICE PRODUCTS INC	REPLACEMENT MOUSE	\$37.75
227728	1/25/2018	1/25/2018	05383	BRYAN, TRAVIS	SUBSISTENCE FOR SCBA TEST CLASS	\$222.00
227727	1/25/2018	8498 30 017 0487207	04412	COMCAST	CITY HALL INTERNET CONNECTION 2/5-3/4/18	\$191.12
227730	1/25/2018	1/25/18	05385	DODDS, BRIAN	SUBSISTENCE FOR SCBA TEST CLASS	\$222.00
227765	1/25/2018	21283	00841	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING	\$482.01
227735	1/25/2018	5908026	00932	FERGUSON ENTERPRISES, INC	PVC PARTS	\$64.71
227734	1/25/2018	001-391956	02109	PISTON SERVICE OF ANACORTES	LPG HOSE & FITTINGS FOR #175	\$61.87
227716	1/25/2018	P579502	02123	PLATT ELECTRIC SUPPLY INC	PLANT SUPPLIES	\$343.68
227554	1/25/2018	152717	02280	SCOTT RICHARDS INSURANCE, INC	COMMERCIAL PROPERTY INSURANCE 2018	\$90,611.00
227736	1/25/2018	1/25/18	10023	SWAIN, DON	SUBSISTENCE FOR SCBA TEST CLASS	\$222.00
227858	1/25/2018	82657REV	10421	VECA ELECTRIC COMPANY, INC	INSTALL POWERED FLOOR BOXES AT SENIOR CENTER	\$1,281.56
227731	1/26/2018	113-8035803-0025022	08811	AMAZON.COM	4" PVC HD SWIVEL CASTER WHEELS LOCKABLE	\$34.71
227678	1/26/2018	114-1463007-2726644	08811	AMAZON.COM	OFFICE SUPPLIES- OPS	\$22.66

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
227676	1/26/2018	114-2743488-9496230	08811	AMAZON.COM	OFFICE SUPPLIES- OPS	\$24.28
227677	1/26/2018	114-7772083-7727467	08811	AMAZON.COM	OFFICE SUPPLIES- OPS	\$24.41
227747	1/26/2018	1252018	00180	ANACORTES TOWING LLC	TOWING; APD CASE 18-A00583	\$162.75
227665	1/26/2018	756281	00306	BAYSHORE OFFICE PRODUCTS INC	LIFT KEY BOXES	\$55.01
227754	1/26/2018	1927	07984	NORTHWEST CORROSION	CATHODIC PROTECTION WATER TRANSMISSION MAIN UPGRADES AND WATER TANK TESTING	\$3,547.40
227733	1/26/2018	001-392006	02109	PISTON SERVICE OF ANACORTES	FITTINGS FOR #175	\$31.91
227732	1/26/2018	001-392013	02109	PISTON SERVICE OF ANACORTES	FILTERS TO STOCK SHOP	\$210.20
227857	1/26/2018	001-392054	02109	PISTON SERVICE OF ANACORTES	HEAVY DUTY COOLANT FLUSH FOR #203	\$39.80
227767	1/26/2018	P1676-2A	06985	QCC QUALITY CONTROLS CORP.	REPLACE EXISTING WWTP SERIAL RADIO TELEMETRY - PHASE B	\$10,371.52
227770	1/26/2018	P1676-2B	06985	QCC QUALITY CONTROLS CORP.	REPLACE EXISTING WWTP SERIAL RADIO TELEMETRY - PHASE B	\$4,760.00
227656	1/26/2018	1236	02473	SKAGIT COUNCIL OF GOVERNMENTS	SKOG GMA ADMIN SERVICES	\$1,108.01
227887	1/27/2018	37918	01530	LAKE SIDE INDUSTRIES, INC.	ACFL ROCK - HEART LAKE AREA	\$97.32
227888	1/27/2018	37919	01530	LAKE SIDE INDUSTRIES, INC.	ROCK FOR CEMETERY WALL	\$1,018.81
227722	1/27/2018	00005W5A83048	02817	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK END 1-27-18	\$8.04
227758	1/29/2018	2831840	09961	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$32.64
227756	1/29/2018	21282	00841	ECONOWASH LAUNDRY & DRY	JANUARY LAUNDRY	\$1,374.70
227880	1/29/2018	18-01312	00850	EDGE ANALYTICAL, INC	FINAL EFFLUENT TESTING	\$478.00
227886	1/29/2018	96185890	02193	FERRELLGAS	PROPANE TANK FILLED AT SHOP	\$137.07
227729	1/29/2018	131445	10177	INFOSEND, INC.	UB STATEMENTS PROCESSING DECEMBER BILLINGS	\$3,543.06
227741	1/29/2018	837376	01588	LIFE ASSIST, INC	VIDEO LARYNGOSCOPE BLADES	\$1,821.17
227862	1/29/2018	50023	01808	MT BAKER OVERHEAD DOORS INC	GARAGE DOOR REPAIR	\$428.58
227752	1/29/2018	188719	08818	REECE, STORMIE	CLEANING OF DEPOT/JANUARY	\$704.00
227721	1/29/2018	153165	02280	SCOTT RICHARDS INSURANCE, INC	SHOP RENEWAL POLICY 2018	\$1,490.40
227870	1/29/2018	153285	02280	SCOTT RICHARDS INSURANCE, INC	CS01375452-09 DOCK AND LAND INSURANCE	\$15,834.69
227877	1/29/2018	21926	02405	SEBO'S DO-IT CENTER	OPERATING SUPPLIES - MHC/W.T. PRESTON	\$19.70
227884	1/29/2018	89907.1	02666	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES, PERSONNEL POLICY REVIEW	\$590.00
227755	1/29/2018	180027	10192	TILCO VANGUARD INC	SIDEWALK ADA DETECTABLE WARNING SURFACES	\$38,144.26
227859	1/30/2018	1990552766	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$71.61
227872	1/30/2018	756779	00306	BAYSHORE OFFICE PRODUCTS INC	GREEN HIGHLIGHTERS	\$2.31

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
227876	1/30/2018	WAANA98175	00939	FASTENAL CO	RESTOCK	\$72.48
227875	1/30/2018	WAMO144407	00939	FASTENAL CO	RESTOCK	\$68.22
227893	1/30/2018	56156 /2	06246	H.B. JAEGER	SPOOL WITH FLANGES	\$151.19
227873	1/30/2018	35176CVR	02550	JERRY SMITH CHEVROLET	BRAKE PAD KIT #029	\$415.45
227667		112-2449534-7301857	08811	AMAZON.COM	RETURNED WATER DISTRIBUTION 1&2 GUIDE BOOK ORDERED BY MISTAKE	(\$74.94)
227557		1990358469	06718	ARAMARK	STA 1 MAT SERVICE: 9/20	(\$21.70)
227773		1-2184	00789	DIAMOND RENTALS, INC.	CREDIT - 1-553331	(\$150.00)
227874		Order	00850	EDGE ANALYTICAL, INC	FINAL EFFLUENT TESTING	(\$314.00)
227902		20618	10896	MULCAHY, MARY ELLEN	MUSEUM PURCHASE JAMES KAVANAUGH'S DIARY	\$30.00
227737		001-391883	02109	PISTON SERVICE OF ANACORTES	FILTERS FROM STOCK	(\$29.35)
227552		001-391816	02109	PISTON SERVICE OF ANACORTES	RETURN ITEMS- PARTS FOR STOCK & #135	(\$82.17)
227341		188716	8818	REECE, STORMIE	34 HOURS CLEANING DEPOT DECEMBER 2017	\$748.00
227867		153220	02280	SCOTT RICHARDS INSURANCE, INC	INLAND MARINE - DELETE '03 WACHS HYD VALVE	(\$115.00)
227607		5465	02405	SEBO'S DO-IT CENTER	RETURN GALV NIPPLES	(\$10.83)
227606		6623	02405	SEBO'S DO-IT CENTER	RETURN DESK FAN	(\$30.37)
227369		1450452	09237	WASHINGTON TRACTOR, INC	EXCHANGED MOTOR KIT FOR WIPER MOTOR	(\$66.79)

Total **\$733,760.52**



City Council Contract Agenda Bill

Meeting Date: 2/5/2018

Agenda Item: 5c

Subject: Contract Modification for Ambulance Remount

Staff Contact: Richard Curtis, Fire Chief

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Contract Modification

Summary Statement: City staff seeks City Council consent to issue a contract modification to Braun Northwest Inc. in the amount of \$6,350.87, increasing the total contract price to \$178,589.84, to incorporate additional component options for the ambulance remount.

Background:

1. Reason for Contract Change: The initial estimate for the original contract was produced by the sales agent at the City's site. Once the Med Unit was transferred to Braun NW and a closer inspection was made of all the component parts, a list of more detailed options was produced. Most options have no additional cost from the initial estimate, but some do. For example, upon closer inspection it was recommended to replace all the hinges for each compartment door due to noted wear and some corrosion.
2. History: Medic units are replaced on a regular schedule to ensure that the reliability and safety features of newer apparatus is provided for our patients and FireMedics. This medic unit has been in service for 17 years, and was scheduled to be replaced at a 16 year interval.
3. Key Terms:
 - increase of \$6,350.87 for 22 component changes
 - 24 component changes are at \$0 charge
 - no change in contract term
4. Revenue Source: Skagit County EMS office replaces medic units throughout the county using EMS property tax levy revenue, which will fund this ambulance remount.

Budget Impact	
Amount Budgeted	\$0
Budget Account (BARS)	110.320.594.22.64
Proposed Expenditure	\$6,350.87
Budget Amendment Required?	Yes
Revenue Source	EMS Levy Revenue

Proposed Contract	
Contractor	Braun Northwest
Amount	\$6,350.87
Start Date	Inception
End Date	90 after receipt of new chassis & existing vehicle

Previous Council/Committee Action: The original contract was awarded by Council at the 10/16/2017 meeting.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification for Braun Northwest Inc., under Contract 17-122-FIR-001, in the amount of \$6,350.87, increasing the total contract price to \$178,589.84.

Alternative Actions: N/A

Attachments: Contract Modification for 17-122-FIR-001



Contract Number 17-122-FIR-001
MODIFICATION 01

Date February 6, 2018

Page 1 of 1 Pages

Contract No. 17-122-FIR-001
Project Title Ambulance Remount
Prime Contractor Braun Northwest Inc.

BACKGROUND

In accordance with General Provisions Article 14 – Changes/Additional Work, the Owner is directing changes to the work. The initial estimate for the original contract was produced by the sales agent at the City's site. Once the Med Unit was transferred to Braun NW and a closer inspection was made of all the component parts, a list of more detailed options are produced. Accordingly, the contract price is increased from \$172,238.97 by \$6,350.87 to \$178,589.84.

Accordingly, the following changes are incorporated under this contract:

Under **This Work is subject to:**, insert the following text:

“Exhibit B is hereby amended per Modification 01 to include changes listed in Exhibit D, which is hereby incorporated by reference and made a part hereof.”

Item 2, Unit Price and Amount, are revised to read:

“\$76,194.00”

Totals are revised to read:

Sum Total			\$165,208.00
Sales Tax @ 8.1%			\$ 13,381.84
Total Price			\$178,589.84

All other terms of the contract remain unchanged.

CITY OF ANACORTES

By _____
Laurie Gere, Mayor

Date _____

BRAUN NORTHWEST INC.

By _____
Signature

Printed Name _____

Title _____

Date _____

Original Agreement Amount	<u>\$172,238.97</u>	Original Contract Completion Date	<u>90 Days</u>
Current Agreement Amount	<u>\$172,238.97</u>	Current Contract Completion Date	<u>90 Days</u>
Change Per this Modification	<u>\$ 6,350.87</u>	Net Change	<u>0 days</u>
Total After Amendment	<u>\$178,589.84</u>	Contract Completion Date After Change	<u>90 Days</u>

COA CONTRACT 17-122-FIR-001

EXHIBIT D

CITY OF ANACORTES FIRE DEPARTMENT
ANACORTES, WASHINGTON
VEHICLE NUMBER 587-R

Total change order cost for all elected changes:

\$5,875.00

Please enter "X" in the appropriate box.		Description	No Of Veh:	Offered Price/ (Credit)	Elected Change
Yes	No				
☒	☐	1. 1.02.09A RUBBER MUD FLAPS Install new black North Star logo rubber mud flaps behind each rear wheel. <u>CHANGE:</u> <u>Change mud flaps to North Star logo mud flaps.</u>		\$0.00	\$0.00
		2. 1.02.14B SUSPENSION <u>Install new LiquidSpring System with a kneeling feature to activate when the rear streetside patient compartment entrance door opens. Install an override switch on the curbside rear wall, accessible from rear curbside door. Install the LiquidSpring control panel on the chassis dash to the left of the steering wheel.</u> <u>The OEM rear stabilizer bar shall be removed and a LiquidSpring suspension system shall be installed, with a kneeling feature to activate when the rear streetside patient compartment entrance door opens within 60 minutes of the chassis ignition being turned off. An override switch shall be provided on the curbside rear wall, accessible from rear curbside door. The LiquidSpring control panel shall be installed on the chassis dash to the left of the steering wheel.</u> <u>CHANGE LANGUAGE:</u> <u>Update to current wording.</u>			
☒	☐	3. 1.02.21X DOME LIGHTS Install one 3" Whelen red LED light, model #3SR0CDRR, in the cab ceiling over the passenger side. Install an on/off switch on the driver's console (Section 6.09 related). <u>One flashing door open indicating light, model #3SR0CDRR, with label shall be installed in the headliner (Section 6.12 related).</u> <u>ADD:</u> <u>Add flashing door open warning light in the headliner.</u>		\$400.00	\$400.00
☒	☐	4. 1.02.50A CHASSIS SPECIALS Install the Dodge OEM USB port and 3.5mm auxiliary audio input in the dash <u>installed in the console.</u> <u>CHANGE:</u> <u>Change to install the OEM auxiliary inputs to be installed in the console. Section 6.09 related.</u>		\$200.00	\$200.00
☒	☐	5. 2.08 EXTERIOR COMPARTMENTS <u>Compartment #3 Remove bolt cutter brackets, change to two doors to be a single door.</u> <u>Compartment #3 Location: Curbside rear</u> <u>Item to be transferred: three SCBA brackets, two hooks on bottom of shelf.</u> <u>ADD:</u> <u>Remove bolt cutter brackets, return to customer.</u> <u>ADD:</u> <u>Change to single compartment door. Section 2.09 related</u> <u>ADD:</u> <u>Transfer 3 SCBA brackets and 2 hooks.</u>		\$800.00	\$800.00
☒	☐	6. 2.08 EXTERIOR COMPARTMENTS <u>Compartment #4 Location: Curbside aft</u> <u>Item to be transferred: Grab bar on forward wall.</u> <u>ADD:</u> <u>Transfer the grab bar on the forward wall.</u>		\$0.00	\$0.00
		7. 2.08 EXTERIOR COMPARTMENTS <u>Compartment #5 Location: Curbside forward</u> <u>Item to be transferred: Suction base, to be moved to action area.</u> <u>ADD LANGUAGE:</u> <u>Add transfer Suction base from Compartment #5 to action area.</u>			
		8. 2.09B MODULE DOORS Remove two existing doors for compartment #3 and #4 and replace with one door. <u>CHANGE LANGUAGE:</u> <u>Change to single door on Compartment #3 and #4.</u>			

Please enter "X" in the appropriate box.		Description	No Of Veh:	Offered Price/ (Credit)	Elected Change
Yes	No				
☒	☐	9. 2.09.02X DOOR HINGES Transfer-Install new existing hinges on all compartment and passage doors, except for compartment #4, install new hinges.			
		CHANGE: Change to install all new hinges on the Compartment doors. (3 transferred doors)		\$300.00	\$300.00
		CHANGE: Change to install all new hinges on the passage doors. (3 doors)		\$300.00	\$300.00
☒	☐	10. 2.09.03D DOOR LATCHES Install new E-Grabber door handles and hardware on compartment/passageway doors. <u>Rear passage doors shall both have emergency release levers, one at the top and bottom of each door and accessible from the inside of the module.</u>			
		ADD: Add install emergency releases on the rear passage doors.		\$300.00	\$300.00
☒	☐	11. 2.09.07X COMPARTMENT DOOR SKINS Transfer existing compartment door skins except for compartment #3 and #4 which shall be replaced and have a doorskin pocket for a customer-supplied-and-installed Stryker stair chair. <u>Remove round reflectors and fill hole with screw.</u> <u>Doorskins shall be secured with 10-24 Nutserts and Sikaflex.</u>			
		CHANGE: Remove round reflectors and fill hole with screw.		\$50.00	\$50.00
		ADD: Add Nutserts and Sikaflex to compartment door skins.		\$50.00	\$50.00
☒	☐	12. 2.09.08A ENTRANCE DOOR SKINS Transfer passage door skins and <u>remove reflectors -fill hole with screw.</u> Install red/white 1.5" conspicuity tape on the outboard vertical edge of each door. <u>Doorskins shall be secured with 10-24 Nutserts and Sikaflex.</u>			
		CHANGE: Remove round reflectors and fill hole with screw.		\$50.00	\$50.00
		ADD: Add Nutserts and Sikaflex to entrance door skins.		\$50.00	\$50.00
☒	☐	13. 2.10C MODULE INTERIOR CABINETS Cabinet #1 Location: Streetside upper forward <u>Remove dinky refrigerator and return to customer.</u> Changes: Install a new custom built cool cabinet with Painted aluminum and Simplex lock next to Knox med vault in cabinet with punched close out above (Section 5.28 related)			
		ADD: Return dinky refrigerator to the customer.		\$0.00	\$0.00
		ADD LANGUAGE: Add Simplex lock and punched close out to match previous build.			
☒	☐	14. 2.10C MODULE INTERIOR CABINETS Cabinet #4 Location: Streetside forward of action area Changes: Install new shocks on all drawers <u>Locking Code - 3-2-5 transfer custom dividers</u>			
		ADD LANGUAGE: Adding drawer lock code.			
☒	☐	15. 2.10C MODULE INTERIOR CABINETS Cabinet #5 Location: Streetside Action Area Changes: Install new digital thermostat, inverter status panel with polycarbonate cover (Section 6.31 related) and new USB charging port (Section 6.25 related). Remove existing suction collector and bracket. Wire existing SSCOR 10 portable unit to action area wall (Section 5.13 related). Remove existing cell phone mount. Install new hook next to the O2 port. <u>Transfer external speaker and Firecom receptacle.</u>			
		ADD LANGUAGE: Add wording for digital thermostat, and invert status panel with cover.		\$0.00	\$0.00
		ADD: Add transfer the existing external speaker and Fire-Com receptacle same locations.			
☒	☐	16. 2.10C MODULE INTERIOR CABINETS Cabinet #6 Location: Streetside CPR Bench. Install window (Section 4.08 related) and new clock. <u>Install new shorter seat back pad streetside fit under window</u>			
		ADD LANGUAGE: Add wording for the window and the clock.			
		DELETE LANGUAGE: Add wording for new shorter back pad. Section 5.03 related			
☒	☐	17. 2.10C MODULE INTERIOR CABINETS Cabinet #9 Location: Squad bench curbside: Transfer misc. Dispensers. <u>Re-Upholster lower seat cushion.</u>			
		ADD LANGUAGE: Transfer two miscellaneous dispensers.			
		ADD LANGUAGE: Add wording for new bench seat cushions curbside. Section 5.03 related			
☒	☐	18. 2.10C MODULE INTERIOR CABINETS Cabinet #11 Location: Front curbside Upper Changes: Install new punched close out for HVAC painted to match interior.			
		ADD: Add install new HVAC close out painted to match interior.		\$0.00	\$0.00
☒	☐	19. 2.10C MODULE INTERIOR CABINETS			

Please enter "X" in the appropriate box.		Description	No Of Veh:	Offered Price/ (Credit)	Elected Change
Yes	No				
☒	☐	Cabinet #14 Location: Front curbside lower; cut 2.5" hole in shelves for power cord access. ADD: <i>Cut in hole for power cord access in shelves</i> 2.10C MODULE INTERIOR CABINETS Pass thru area Install new metal strap for trash under drawers on streetside. Transfer Oxygen bottle holder. Remove Radio and speaker from curbside. Install new Customer Supplied Key box in place in Radio and speaker curbside pass through. ADD LANGUAGE: <i>Installed metal strap for waste can under drawers. Section 5.26 related</i> ADD: <i>Remove the current radio and pass thru and install customer supplied key box in the pass thru.</i>		\$0.00	\$0.00
☒	☐	21. 3.08B MODULE UPHOLSTERY Transfer all upholstery with existing covering. (Includes head pads, Section 5.03 related) Re-upholster the curbside bench seat and new aluminum bench lid. Install new shorter seat back pad streetside fit under window. ADD LANGUAGE: <i>Add install new street side seat back pad to fit under new window. Section 5.03 related</i>			
☒	☐	22. 3.14 PLACARD/PLACARD HOLDER Provide three new North Star stainless steel holders with slide in plates installed in existing locations. and ship loose to customer (Section 3.04 related). CHANGE: <i>Change to install placards and holders in the current locations.</i>		\$0.00	\$0.00
☒	☐	23. 4.01C STEP/BUMPER Install new 7" North Star Grip Strut insert step bumper with tapered ends. The rear bumper shall be a welded construction of 3" x 3" x 0.375" aluminum angle and 1.5" x 0.25" flat bar and shall be covered by 0.125" bright aluminum diamond plate. The entire top shall be non-skid Grip Strut (or open grate) and shall provide a 7" step. Both outermost ends shall be angled to prevent dragging of corners in high angle of departure areas. Diamond plate shall be formed on front and rear edges for channel-type strength. The bumper shall be bolted directly to the chassis frame using high strength Grade 5 bolts. Bumper shall be easily removable and replaceable in case of damage. Bumper to be designed to accommodate a one-person-style cot. CHANGE: <i>Add grip strut insert in rear bumper.</i>		\$200.00	\$200.00
		24. 4.06B REAR KICK PANEL Install new aluminum diamond plate rear kick panel with Tow Eyes (Section 1.02.08 related). CHANGE LANGUAGE: <i>Add wording for tow eyes in rear kick.</i>			
		25. 4.17C RETRACTABLE STEP Remove existing Kwikiee step and install new Zico 24" tread model VS-24-9 electric side door step and shall be wired to extend and retract with the door. CHANGE LANGUAGE: <i>Add wording step shall extend and retract with door.(NO SWITCH)</i>			
☒	☐	26. 5.02A HEADLINER Transfer and clean existing Install new headliner. (9 lights) ADD: <i>Add install new headliner.</i>		\$1,000.00	\$1,000.00
☒	☐	27. 5.03A HEAD PADS/CUSHIONS Transfer head pads with existing upholstery. Install new smaller back pad street side sized to fit under new window. Recover lower curbside bench seat pad. CHANGE LANGUAGE: <i>Add wording to recover curbside bench seat. Section 3.08/4.08 related.</i> ADD: <i>Add install new street side seat back pad to fit under new window. Section 3.08/4.08 related</i>		\$200.00	\$200.00
		28. 5.08B COT MOUNT Install new customer-supplied Stryker Power load (Section 8.02 related). Provisions shall include: - Installation of a 20-amp breaker and 10 ga. 12VDC power and ground, running from the electrical cabinet to the frame rail, terminating in a 36" capped and coiled pigtail forward of the rear axle. - Insulated floor tubes positioned to allow for a future 2.5"-wide slot for the Power-LOAD floor plate. - 3/8" reinforcing plates installed beneath each of the five attachment points for the Power-LOAD floor plate. - Stryker Mass causality kit To allow use of non-Power-LOAD cots with the Power-LOAD system, a safety hook shall be installed in the Power-LOAD floor plate, a rear rail clamp shall be installed, and a floor plate shall be transferred for mounting the rear rail clamp. Exact location for future cot fastener system to be determined at the preconstruction meeting. Installed to position the aft end of the cot 11" forward of the rear doors (Section 8.02 related). ADD LANGUAGE: <i>Add wording for customer to supplied Stryker Mass Causality kit.</i> ADD LANGUAGE: <i>Add wording to locate the cot end 11" forward of the rear doors.</i>			

Please enter "X" in the appropriate box.		Description	No Of Veh:	Offered Price/ (Credit)	Elected Change
Yes	No				
		36. 6.14C CABINET LIGHTING Remove existing fluorescent. Install a new LED strip light below cabinets #2 and #3. Transfer existing Install new switch labeled ATTENDANT LIGHT in the attendant control panel. (Section 6.13 related) Install a new LED strip light below cabinets #7 and #8 Install a switch labeled ATTENDANT LIGHT on the rear curbside door. <u>CHANGE LANGUAGE:</u> <i>Change to install new switch. Section 6.10 Related</i>			
☒	☐	37. 6.15A STEP LIGHTS Transfer Install new existing LED step lights, replace any burned out bulbs. <u>CHANGE:</u> <i>Change to install new LED step light.</i>		\$125.00	\$125.00
☒	☐	38. 6.16B MODULE INTERIOR LIGHTING Install ten <u>nine</u> new dual intensity round Whelen #80C0EHCR LED recessed lights, in existing locations. <u>One (1) bank of five (5) shall be positioned toward streetside and four (4) lights toward curbside. There shall be a single DOME Hi/Off/Low switch for controlling both banks of lights on the action wall. Lights shall also be controlled by a switch on the driver's console. Both curbside and streetside banks of lights shall be automatically activated when the rear or side doors are opened. They shall also be controlled by a fifteen (15) minute wind-up timer switch located on the forward end on the curbside wall. Return ten existing dome lights to customer.</u> <u>CHANGE:</u> <i>Change to 9 new LED dome lights.</i>		(\$125.00)	(\$125.00)
☒	☐	39. 6.18X COMMUNICATIONS EQUIPMENT The repowering and tuning of the radios shall be the responsibility of the vehicle owner. Item #1 Description: Transfer Motorola APX 4500 VHF Radio Location: Driver's Console (Section 6.09 related). Item #2 Description: Transfer Motorola MNTN 7619B portable radio charging bases Location: Driver's console, aft end (Section 6.09 related). Item #3 Description: Transfer New Customer Supplied Havis C-MD-109 MDT Mount Location: Cab, of front of console (Section 6.09 related). Item #4 Description: Transfer New Customer Supplied Havis 12" Telescoping pole Location: Cab, of front of console Item #5 Description: Pre-wire <u>12GA Power and Ground and 15amp fuse holder</u> for <u>Customer-Supplied CuraXX</u> (#FW3945VZ) Wi-Fi System Location: Electrical cabinet item Item #6 Description: Transfer Firecom Intercom System. System includes cables, harnesses, two headsets and three jacks. Location: Two headsets and jacks shall be installed in the cab (above pass-thru). <u>One the action area.</u> Base shall be installed behind in the console driver seat. Controller shall be installed on in the front of the console. (Section 6.09 related). Item #7 Description: Transfer GPS Antenna (white dome) Location: Front edge of module roof front street side, terminating in driver's console. Item #8 Description: Remove existing UHF radio and return to customer (Section 8.03 related) Location: Pass-through areas <u>CHANGE:</u> <i>Change to Customer Supplied Havis MDT Mount.</i> <u>CHANGE:</u> <i>Change to Customer Supplied Havis MDT Pole.</i> <u>CHANGE:</u> <i>Add wording for 12 GA. Power and ground with 15amp fuse holder.</i> <u>CHANGE:</u> <i>Locate Fire Com jacks; 2 above pass thru, 1 in the action area, and controller in the console.</i>		\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00
		40. 6.21X SHORELINE POWER Transfer existing shoreline connection and interior 120VAC receptacles. Install a new 120VAC shorepower via a Kussmaul 20-amp Super Auto-Eject plug with a green indicator light on a stainless-steel plate and red cover located on the driver's side of module above existing shoreline. Install new 120VAC duplex receptacles in cabinet #13 for use of fluid warmer. Transfer all existing Exterior and interior 120VAC receptacles. <u>CHANGE LANGUAGE:</u> <i>Add wording to transfer all exterior and interior 120VAC receptacles.</i>			
☒	☐	41. 6.25C 12VDC RECEPTACLES Transfer existing 12VDC receptacles. Install one Blue Sea dual USB round port in the action area #5 <u>Install one switch position dual USB port in the drivers console.</u> <u>ADD:</u> <i>Add one switch position USB in the drivers console.</i>		\$125.00	\$125.00

Please enter "X" in the appropriate box.		Description	No Of Veh:	Offered Price/ (Credit)	Elected Change
Yes	No				
		42. 6.30.01C FRONT LIGHT BAR Install new 94" LED lightbar Model # 4500 recessed on module. Pattern curbside to streetside: Curbside: Red<u>Clear</u> Lens Red 700 Series LED flasher Clear Lens Clear 700 Series LED flasher Red<u>Clear</u> Lens Red 700 Series LED flasher Center #795H Opticom Red<u>Clear</u> Lens Red 700 Series LED flasher Clear Lens Clear 700 Series LED flasher Streetside Red<u>Clear</u> Lens Red 700 Series LED flasher Red Lights shall be controlled by the RED LIGHTBAR-FLASHER switch and w/White lights shall be controlled by the WHITE LIGHTS switch on the driver's console (Section 6.09 related). and shall disable when the vehicle is shifted into park. The Opticom shall be controlled by the "OPTICOM" switch on the driver's console and shall disable when the vehicle is shifted into park.			
☒	☐	<u>CHANGE:</u>		\$0.00	\$0.00
		<i>Change front light bar lenses to Clear.</i>			
☒	☐	<u>CHANGE:</u>		\$0.00	\$0.00
		<i>Change Red lights controlled by FLASHER switch.</i>			
☒	☐	<u>CHANGE:</u>		\$0.00	\$0.00
		<i>Change white lights shall be disabled when vehicle is shifted into PARK.</i>			
☒	☐	<u>CHANGE:</u>		\$0.00	\$0.00
		<i>The Opticom shall be controlled by OPTICOM switch, and disable when vehicle is shifted into PARK.</i>			
		43. 6.30.04B SCENELIGHTS Replace existing scenelights above rear doors with two Whelen #60C0ELZR LED scenelights and #6EFLANGE chrome flange. Replace six existing curbside and streetside scenelights with Whelen LED Opti-Scene lights Model #9SC0ENZR with included chrome flanges. The scenelights shall be controlled by the respective switches on the driver's console (Section 6.09 related). The curbside passage door shall activate the curbside scenelights. The scenelights shall also be controlled by the respective switches on the driver's console (Section 6.09 related). The rear scenelights shall be activated by the rear passage doors or when the vehicle is placed in reverse. The scenelights shall also be controlled by the "REAR SCENE" switch on the driver's console (Section 6.09 related). Install new PSL2BB Pioneer slimline flood light with bracket, surface mounted centered over rear doors. Controlled by FLOOD LIGHT switch in driver's console.			
		<u>ADD LANGUAGE:</u>			
		<i>Add wording for scene lights control to match previous build.</i>			
☒	☐	<u>ADD:</u>		\$1,000.00	\$1,000.00
		<i>Add one PSL2BB Pioneer slimline flood light over rear doors, controlled by FLOOD light switch.</i>			
		44. 6.30.05C SPOTLIGHT Install a <i>customer-supplied</i> GoLight roof mounted spotlight, installed in the center of the cab roof. (Section 8.02 related). Controller shall be mounted in the cab headliner, centered between the visors AR of the warning light.			
		<u>ADD LANGUAGE:</u>			
		<i>Install the GoLight controller aft of the warning light.</i>			
		45. 6.30.06B INTERSECTION LIGHTS Install four new Whelen 50R03ZRR Red Lens Red flashers, one on cab fenders and above chassis-module wheel wells. Lights shall be controlled by the FLASHERS switch on the driver's console (Section 6.09 related)			
		<u>CHANGE LANGUAGE:</u>			
		<i>Correct wording 2 lights on fender and 2 lights over module wheel wells.</i>			
		46. 6.30.07C HEADLIGHT FLASHER UNIT Activate Dodge OEM headlights with switch on driver's console (Section 6.09 related) Remove existing flasher module and enable the OEM headlight flasher controlled by a switch labeled "FLASHING HEADLIGHTS" on the driver's console (Section 6.09 related).			
		47. 6.30.08B GRILLE LIGHTS Install two Whelen #50R03ZRR Red Lens Red LED flashers with chrome flanges. Install two Whelen #50C03ZCR Clear Lens Clear LED flashers with chrome flanges. Red Lights shall be controlled by the FLASHER switch and white lights shall be controlled by the WHITE LIGHTS switch on the driver's console (Section 6.09 related). Red upper and white lower.			
☒	☐	<u>ADD:</u>		\$0.00	\$0.00
		<i>Add wording to install RED on upper grille and white on lower.</i>			
		48. 6.30.11A SEQUENTIAL SWITCHING SYSTEM Transfer existing sequential switching. Remove load manager display and override switch.			
☒	☐	<u>CHANGE:</u>		\$0.00	\$0.00
		<i>Remove the load manager display and override switch.</i>			
		49. 6.31B INVERTER Install new Magnum 1000-watt Inverter in existing location compartment #2. Remove existing inverter and return to customer (Section 8.03 related). Install new inverter status panel in action area #5 (Section 2.10 related) (Exact location to be discussed during pre-build). The inverter shall be configured to turn on and off with ignition.			
☒	☐	<u>ADD:</u>		\$0.00	\$0.00
		<i>The inverter shall be configured to turn on and off with ignition.</i>			

Please enter "X" in the appropriate box.		Description	No Of Veh:	Offered Price/ (Credit)	Elected Change
Yes	No				
☒	☐	50. 6.39A TELESCOPIC LIGHTS Transfer-Remove two existing Kwik Raze telescopic lights fill hole in module in same location- Return telescoping lights to customer. Section 8.03 related. CHANGE: <i>Change to remove the telescopic pole lights, fill hole and return to customer.</i>		\$200.00	\$200.00
☒	☐	51. 6.40A ELECTRIC DOOR LOCKS Utilize-Install new electric door locks on all module doors and hidden switch under license plate. The module door locks shall be wired to the cab doors. Two (2) switches shall be provided, (1) located on rear curbside door, and (1) located on the curbside passage door. CHANGE: <i>Install new electric door locks, wire to chassis door locks, with 2 switches 1 on side door 1 on rear door.</i>		\$0.00	\$0.00
		52. 8.03 EQUIPMENT TO BE RETURNED The following equipment, if not t 1. Inverter 2. Lightbar and Opticom 3. 8 flashers 4. UHF radio 5. (510) LED dome lights 6. Chassis 7. Radio and external speaker 8. Cell phone brackets 9. MDC mount 10. Console 11. Three placards and holders 12. Bolt cutter bracket 13. Dinky refrigerator 14. two telescoping lights CHANGE LANGUAGE: <i>Add to list of items to be returned to customer.</i>			
NOTE: THIS PRICING DOES NOT INCLUDE SALES TAX					



City Council Contract Agenda Bill

Meeting Date: 2/5/2018

Agenda Item: 5d

Subject: Contract Modification – WWTP Outfall Repair - Construction

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Contract Modification

Summary Statement: City staff seeks City Council consent to issue a contract modification to Culbertson Marine Construction Inc. in the amount of \$205,146.62, increasing the total contract price to \$1,984,371.06, in consideration of changes in the work and differing site conditions during the construction of the WWTP Outfall Repair Project.

Background:

1. **Reason for Contract Change:** Unknown at the time of contract execution, the Washington Department of Fish and Wildlife required a Hydraulic Project Approval Permit be obtained and followed for the project. This permit required a zero fish kill during the project. The Contractor was required to ensure every single fish be swept out of the cofferdam prior to excavation of the pipe, adding another 3 days of barge time.

An increase of barge time and expenses were incurred when it was determined the soil removed during the project had to be transported and disposed of in Seattle.

In addition, the amount of diving hours and expenses during the project exceeded the original estimation.

2. **History:** On July 24, 2017 the City contracted with Culbertson Marine Construction Inc. to repair of the Wastewater Treatment Plant (WWTP) outfall. Council previously approved a sole-source resolution allowing a construction contract to be awarded to Culbertson Marine without competitive bidding so they could be involved with the design of the project
3. **Key Terms:**
 - increase by \$205,146.62 to a total of \$1,984,371.06
 - increase in cost caused by: zero fish kill permit requirements, soil transportation and disposal, additional necessary diving hours
 - 15 days added to the contract term
4. **Competitive Bidding:** Culbertson Marine Construction Inc. was designated sole source.

Budget Impact	
Amount Budgeted	\$1,077,000.00
Budget Account (BARS)	440.000.594.35.63
Proposed Expenditure	\$205,146.62
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Culbertson Marine Construction Inc.
Amount	\$205,146.62
Start Date	August 1, 2017
End Date	October 16, 2017

Previous Council/Committee Action: On 5/23/16 Council approved the sole-source resolution. On 7/24/17 Council awarded the original contract to Culbertson Marine Construction Inc. Modification 01 was approved by Council on 10/9/17.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification Culbertson Marine Construction Inc., under Contract 15-009-SEW-001, in the amount of \$205,146.62, increasing the total contract price to \$1,984,371.06

Alternative Actions: N/A

Attachments: Contract Modification for 13-020-SEW-009



Contract Number 13-020-SEW-009
Modification 02

Date	February 6, 2018			
Modification No.	01			
Page	1	of	1	Pages

Contract Number	13-020-SEW-009
Contract Title	Wastewater Treatment Plant Outfall Repair – Construction
Prime Contractor	Culbertson Marine Construction

PREAMBLE

This modification is issued under Contract Article 10 – Changes in the Work, and Article 11 – Differing Subsurface or Physical Conditions. An equitable price adjustment is provided in consideration of the changes described below. The total Contract price is revised from \$1,779,224.44 by \$205,146.62 to \$1,984,371.06.

The Contract is amended as follows:

ARTICLE 1.1. Work

Insert the following *paragraphs* under Article 1.1:

“The work as described above is hereby amended per Modification 01. Unknown at the time of contract execution, the Washington Department of Fish and Wildlife required a Hydraulic Project Approval Permit be obtained and followed for the project. This permit required a zero fish kill during the project. The Contractor was required to ensure every single fish be swept out of the cofferdam prior to excavation of the pipe, adding another 3 days of barge time.

An increase of barge time and expenses were incurred when it was determined the soil removed during the project had to be transported and disposed of in Seattle.

In addition, the amount of diving hours and expenses during the project exceeded the original estimation.”

ARTICLE 4.1. Contract Times

Is revised to read:

“The Work will be substantially completed on or before October 16, 2017 and completed and ready for final payment after the execution of Modification 02.”

ARTICLE 5.1. Payment

To incorporate changes in the total price consistent with the changes in Work as described herein, is revised to read:

“Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of **One Million Nine Hundred Eight-Four Thousand Three Hundred Seventy-One Dollars and Six Cents [\$1,984,371.06]**, which includes \$155,457.64 in taxes, for all Work.”

All other terms and conditions remain unchanged.

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

CITY OF ANACORTESBy _____
Laurie Gere, Mayor

Date _____

CULBERTSON MARINE CONSTRUCTIONBy _____
Signature

Printed Name _____

Title _____

Date _____

Original Agreement Amount	<u>\$1,524,079.00</u>	Original Contract Completion Date	<u>10/1/17</u>
Current Agreement Amount	<u>\$1,779,224.44</u>	Current Contract Completion Date	<u>10/1/17</u>
Change Per this Modification	<u>\$ 205,146.62</u>	Net Change	<u>15 days</u>
Total After Amendment	<u>\$1,984,371.06</u>	Contract Completion Date After Change	<u>10/16/17</u>

WSDOT 2018 Construction

WORK IN WESTERN SKAGIT COUNTY

ANDREA E. PETRICH, COMMUNICATIONS
GABE NG, SR 20 SHARPES CORNER PROJECT ENGINEER
JOSHUA CIHAK, SR 20 SPUR PAVING ENGINEER

Monday, Feb. 5, 2018 – Anacortes City Council

SR 20 Sharpes Corner Area Intersection Improvements

WSDOT is excited to build these roundabouts to improve mobility and safety. These improvements are crucial for those who live in and visit Anacortes.

Over the last 10+ years this project has:

- Been funded, unfunded and funded again (now through Connecting Washington).
- Had various designs developed, including options many had their hearts set on.
- Been shared with the community through dozens of events to understand how people driving use this area, get feedback and share construction timeline.



SR 20 Sharpes Corner – Construction Timeline

- Construction will begin in early spring (by April 9) 2018.
- Crews from Tapani, Inc. will begin by building the roundabout at Miller/Gibraltar.
- Then crews will move north and build the Burlington to Anacortes bypass lane.
- Crews then start work on the Sharpes Corner roundabout.
- Around-the-clock work complete by July 4.

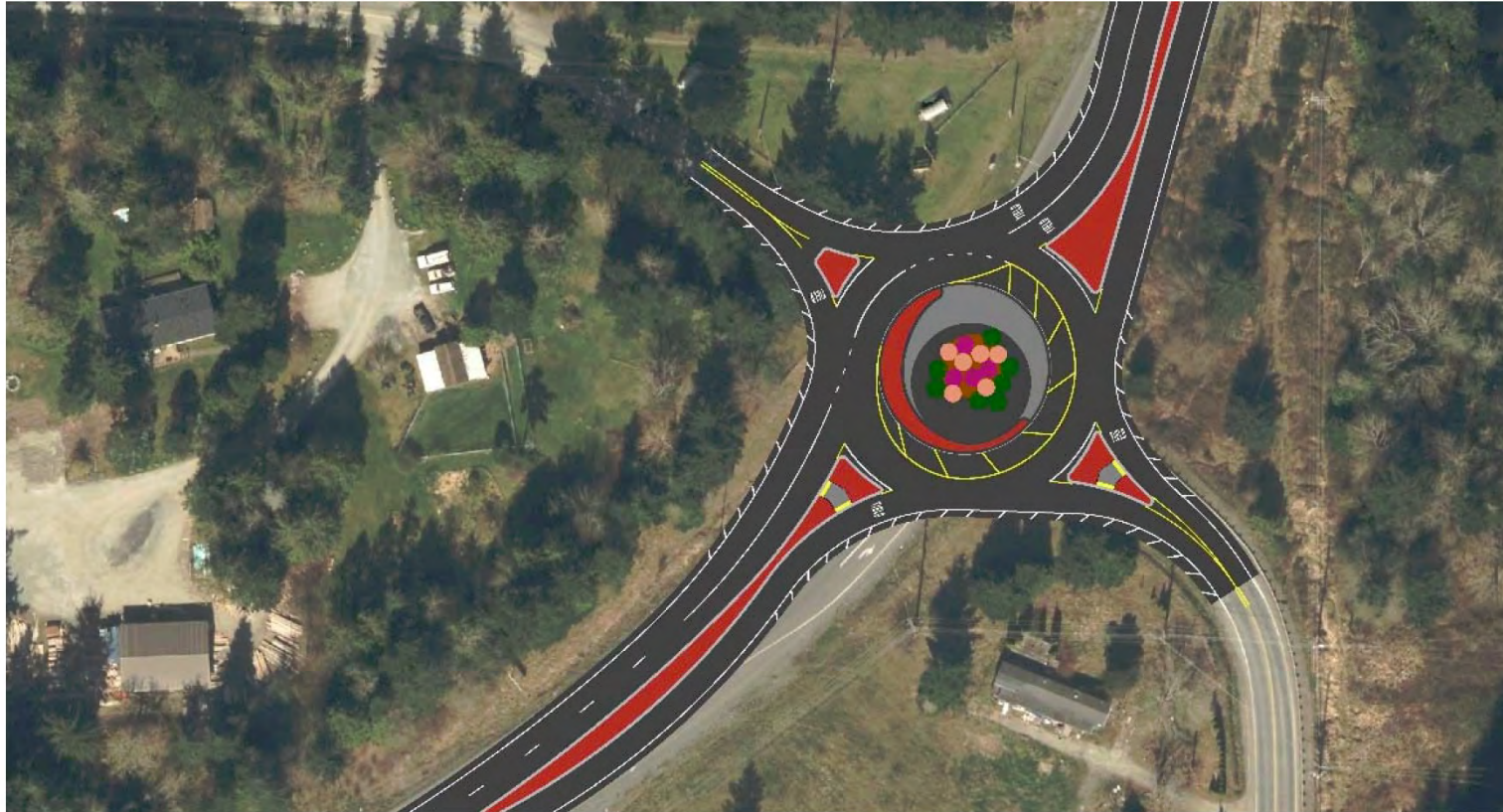




SR 20 Sharpes Corner – Construction Timeline Phase 1

- When crews build the roundabout at SR 20 and Miller/Gibraltar roads, traffic will be reduced to one alternating lane.
- Flaggers will alternate traffic through the open lane.
- Access to and from Miller and Gibraltar will remain available.
- This phase will take approximately one month.

SR 20 Miller/Gibraltar Roundabout

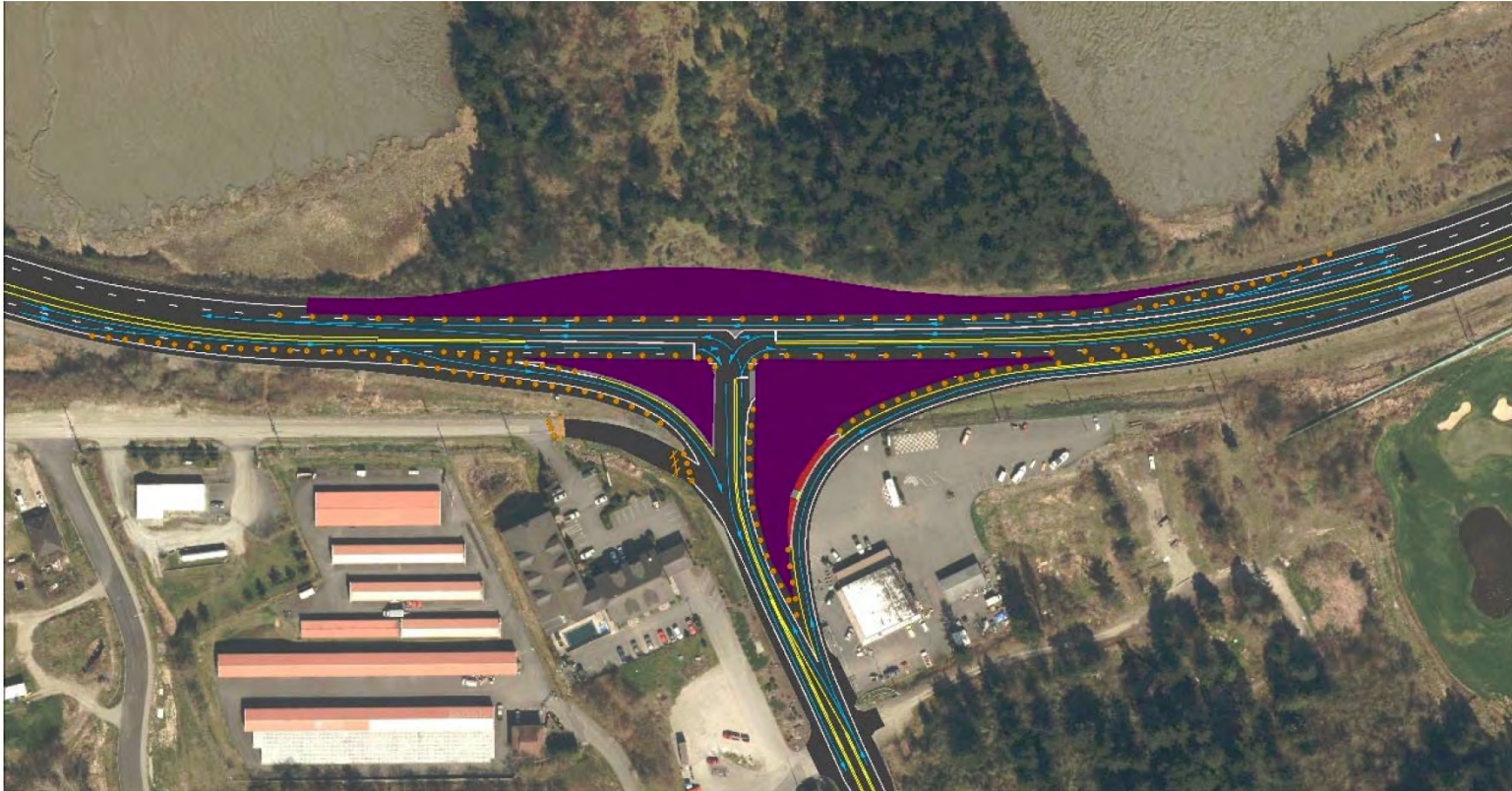


SR 20 Sharpes Corner – Construction Timeline Phase 2

- Crews will begin work on the bypass lanes.
- Crews will reduce traffic to a single lane in all directions through Sharpes Corner.
- These lane closures will be in place around-the-clock.
- This work is expected to start in early to mid-May.

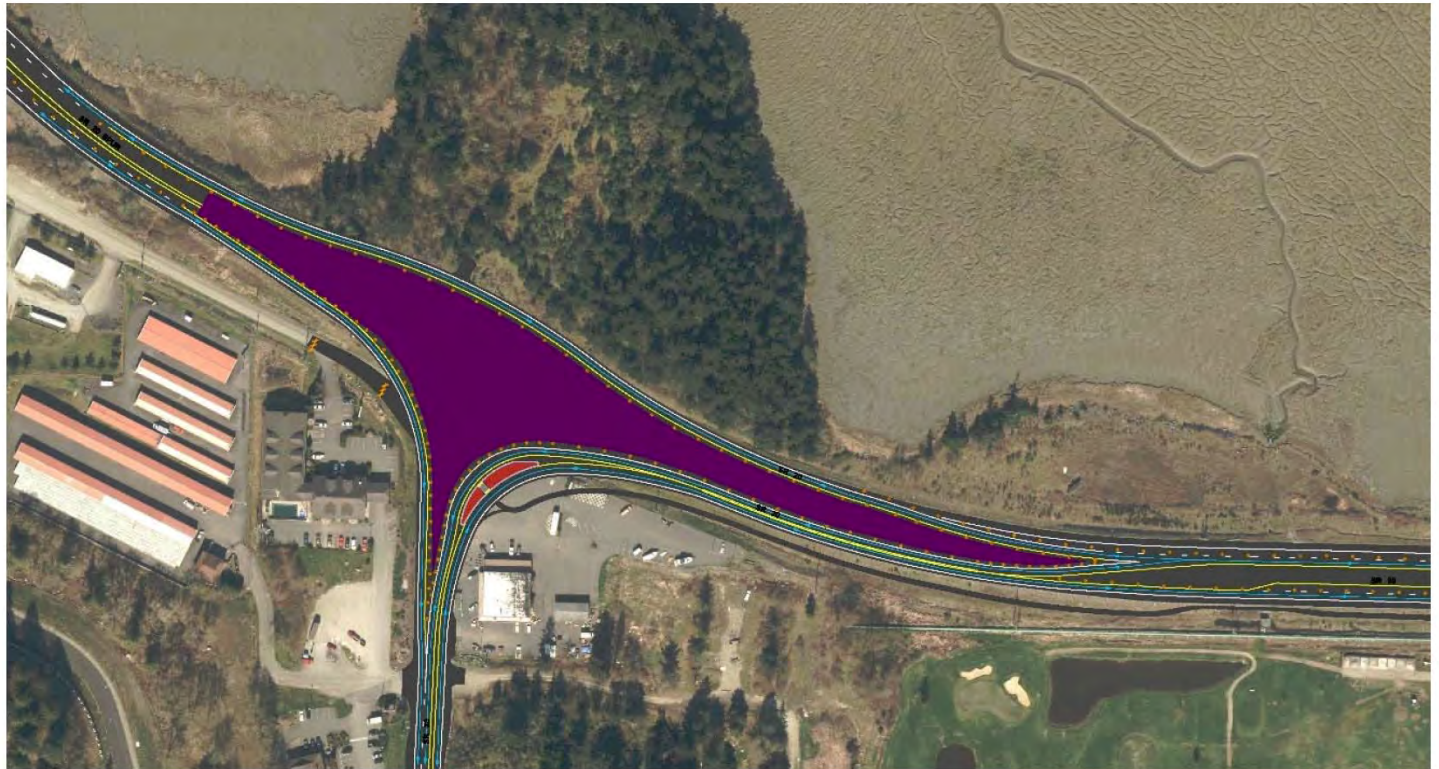


SR 20 Sharpes Corner – Construction Timeline Phase 2



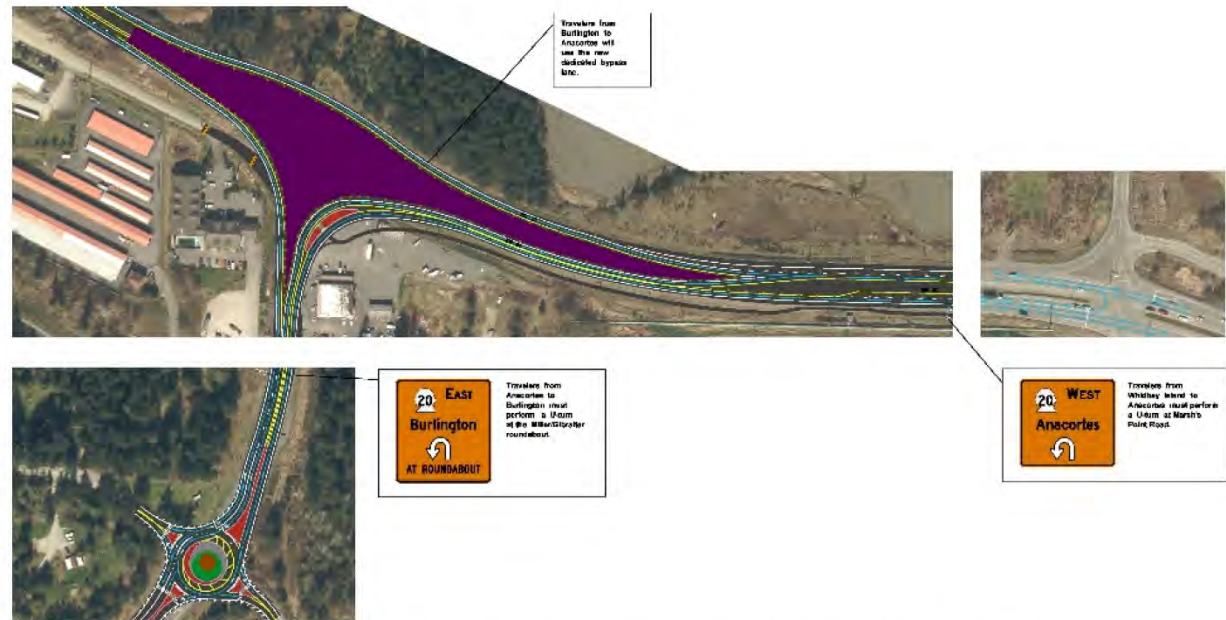
SR 20 Sharpes Corner – Construction Timeline Phase 3

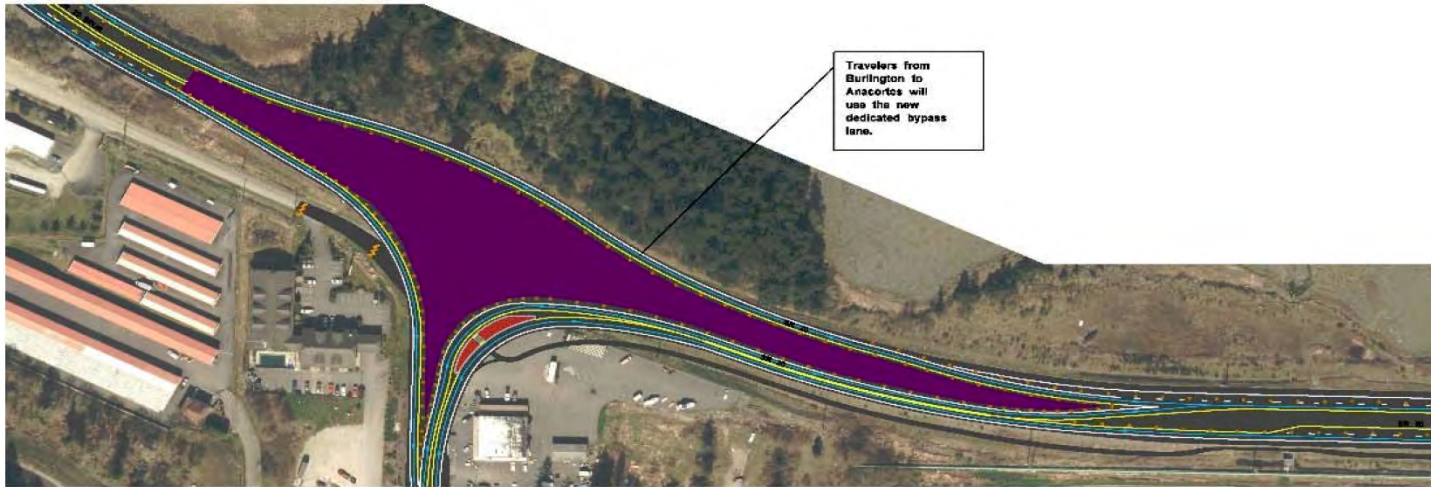
- Following Memorial Day weekend, crews will start work on the Sharpes Corner roundabout.
- Traffic control will change and people driving will be routed through the area in ways that allow crews to work safely and efficiently.



SR 20 Sharpes Corner – Construction Timeline Phase 3

- People driving from Burlington to Anacortes will use the new bypass lane.
- People driving from Anacortes to Burlington will turn right toward Deception Pass and make a u-turn at the new Miller/Gibraltar roundabout.
 - This will add a mile to a one-way trip.
- People driving from Burlington to Oak Harbor will drive through the area that is currently the Oak Harbor to Anacortes turn lane.
- People driving from Oak Harbor to Burlington, including those from Anacortes who U-turned will come down the hill and use the eastbound bypass lane.
- People driving from Oak Harbor to Anacortes will need to make a U-turn at March's Point Road.





20 EAST
Burlington
AT ROUNDABOUT

Travelers from Anacortes to Burlington must perform a U-turn at the Miller/Gibbster roundabout.

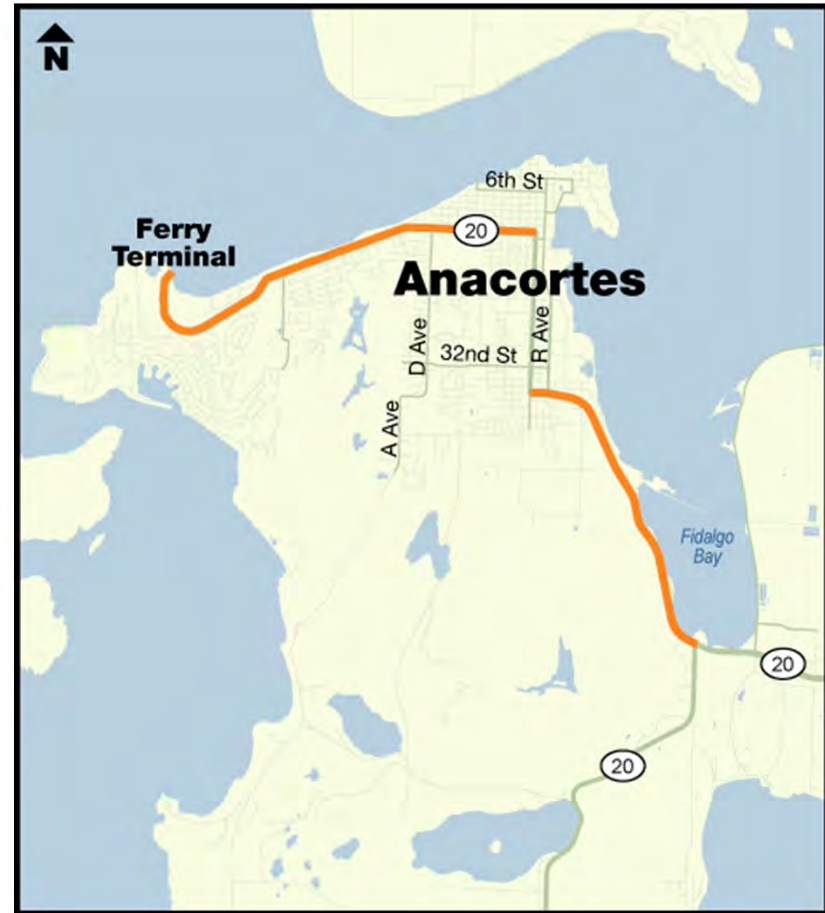
20 WEST
Anacortes

Travelers from Whidbey Island to Anacortes must perform a U-turn at March's Point Road.

SR 20 Sharpes Corner Roundabout



SR 20 Spur Paving and ADA Improvements





SR 20 Spur Paving and ADA Improvements

- Crews from Lakeside Industries will repave more than 7 miles of the SR 20 Spur from Sharpes Corner to the ferry terminal.
 - Commercial Avenue will be part of a future project.



SR 20 Spur Paving and ADA Improvements

- More than 3 dozen intersections will also be upgraded to improve access for those of all abilities.
- Work on 12th Street/Oakes Avenue will begin in spring to avoid conflicting with city of Anacortes work on D Avenue and 32nd Street.
- Work between Sharpes Corner and Commercial will start following roundabout construction.



Anacortes Ferry Terminal Work

Improvements to the Anacortes ferry terminal will happen this fall, following our other two projects in the area and after Labor Day Weekend.

Work will include:

- pavement and sidewalk improvements
- hand railing improvements
- upgrading some building technology.

Terminal Design Engineer: Lei Lu
LuLei@wsdot.wa.gov



Anacortes Transportation Open House



- Tuesday, Jan. 23, 2018
- 100+ in attendance
- WSDOT, city of Anacortes, Anacortes Police, Washington State Ferries, Skagit Transit staff all available.

“We especially appreciated the tabletop model of the big roundabout. Also, having info about all the projects in one place.”

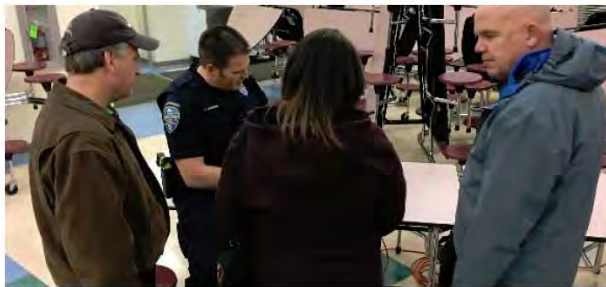
“Construction staging and cycling route questions were answered.”

Anacortes Transportation Open House

“It was very helpful because it reassured me about traffic problems at the roundabout.”

“Was concerned about the construction schedule. Nice to see the mock up and be able to ask specific questions.”

“Did not assure me that I will not be waiting on Whidbey traffic to proceed to Mount Vernon/Burlington.”



Anacortes Area WSDOT Projects Ongoing Community Engagement

- Open House in Friday Harbor from 4:30 – 6:30 p.m. on Tuesday, Feb. 13, 2018.
- Speaking events with multiple Anacortes community groups this spring.
- To request a speaker PetricA@wsdot.wa.gov *will fulfill as schedule permits.
- Weekly emails bit.ly/IslandSkagitCoEmail
- Project Info: bit.ly/SharpesCornerRAB and bit.ly/AnacortesPaving





Western Skagit County WSDOT Projects

- QUESTIONS?
- To request a speaker
PetricA@wsdot.wa.gov
- Weekly emails
bit.ly/IslandSkagitCoEmail
- Project Info:
bit.ly/SharpesCornerRAB
bit.ly/AnacortesPaving

RESOLUTION 2009: AUTHORIZING LITIGATION AGAINST OPIOID MANUFACTURERS

February 5, 2018



BACKGROUND: THE OPIOID EPIDEMIC

- Since the 1990s, sales of opioids have increased 10-fold
 - \$10 billion industry in the U.S.
 - 4.6% of the global population consumes 80% of the opioid supply
 - In 2016, U.S. health care professionals wrote 289 million opioid prescriptions, enough for every adult in the U.S. to have more than one bottle of pills
- Addiction has led to illegal opioid abuse
 - Between 2005 and 2009, Mexican heroin production increased by over 600%
 - Between 2010 and 2014, the amount of heroin seized at the U.S.-Mexico border more than doubled
- Opioid abuse costs communities
 - Opioid abuse costs the U.S. \$78.5 billion per year
 - State and local governments often pay to address opioid issues in their communities
- Opioid abuse costs lives
 - Opioids are leading cause of accidental deaths in the U.S.
 - Skagit County saw 66 opioid overdose deaths between 2012 & 2016

BACKGROUND: MANUFACTURERS

- Three leading manufacturers
 - Purdue
 - Janssen
 - Endo
- Substantial evidence that manufacturers:
 - Misrepresented addictive properties of their products
 - Represented that products are suitable for long-term pain relief
 - Downplayed addictive qualities of products
 - Acted contrary to good industry science



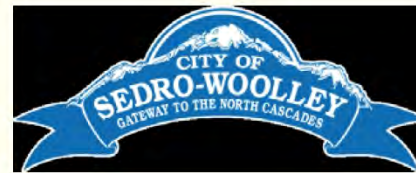
COMMUNITIES ARE TAKING ACTION

- Jurisdictions in Washington have filed suit
 - Everett
 - Tacoma
- Communities around the U.S. have filed suit
 - State of Ohio
 - State of Illinois
 - State of Mississippi
 - Multiple counties in New York
 - Several counties in California
 - New York City



SKAGIT COUNTY IS TAKING ACTION

- Skagit County, Mount Vernon, Sedro-Woolley, and Burlington filed suit on 1/25/18 in U.S. District Court
- Claims for Relief:
 - Violations of the Washington Consumer Protection Act
 - Public Nuisance
 - Negligence
 - Gross Negligence
 - Unjust Enrichment
 - Violations of RICO
- Once authorized, the City of Anacortes would join this action



NEXT STEPS

- Execute Engagement Agreement with Keller Rohrbach, L.L.P.
 - National firm with complex litigation experience
- Work with KR to gather City information to add to Amended Complaint
- File Amended Complaint in existing federal case
- Work with KR to provide information on opioid epidemic's impact on City
 - Medical first responder resources
 - Law Enforcement resources
 - Criminal justice system resources
 - Supplies to adequately respond to drug use in our community
 - Parks Staff and supplies to dispose of needles and syringes in public lands
 - Public Works resources to remove paraphernalia in public facilities and solid waste



QUESTIONS?

Darcy Swetnam
City Attorney



City Council Agenda Bill

Meeting Date: 2/5/2018

Agenda Item: 7b

Subject: Resolution 2009: Authorizing Litigation Against Certain Manufacturers of Opioid Narcotics

Staff Contact: Darcy Swetnam

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

Action Type	
	Ordinance No.
	Code Revision?
x	Resolution No. 2009
	Contract
	Public Hearing
	Staff Report

Summary Statement: The City Attorney asks Council to adopt Resolution 2009, authorizing litigation against certain manufacturers of opioid narcotics, joining an action brought by Skagit County and all other cities in Skagit County.

Background:

The City was approached by Skagit County leaders to join a lawsuit against three of the main opioid narcotics producers in the United States to hold them responsible for the local costs of the opioid epidemic. The basis of the lawsuit includes alleged violations of consumer protection laws, negligence, and RICO violations. The theory behind these causes of action is that these manufacturers misled prescribers and the public about the addictive nature of these products and supported misleading studies to encourage over-prescribing of opioid narcotics.

The increased prescription of opioid narcotics has led to a dramatic increase in opioid addiction, frequently leading to use of illegal drugs. This shift costs local communities, who are facing increased homelessness, law enforcement actions, drug-related medical emergencies, and crime rates. Cities and counties bear the burden of providing the resources to address these growing challenges.

Many other communities around the United States are proceeding with legal action to attempt to recoup some of these costs from the manufacturers who knowingly promoted widespread use of these addictive medications. Washington Cities, including Everett and Tacoma have already instituted similar actions, leading to a favorable judgment in Everett. This situation, however, would be the first time that a county and all the cities within it have joined in a similar action to address the overall impact on the community.

The outside firm handling the case is Keller Rohrback L.L.P. of Seattle, who have considerable experience in complex litigation and mass tort actions. The services provided will be on a contingency fee basis, with a sliding scale starting at 22% of any award and going down from there. Outside counsel is not asking the City to pay any costs associated with the litigation and do not anticipate that any will be required. They anticipate requiring minimal City staff time to prepare for the litigation, although City staff will support their efforts by providing info on police responses related to opioid abuse, deployments of emergency services in response to drug overdoses, and budgetary impacts of City services provided to mitigate the impacts of opioid addiction in the City.

A complaint was filed on January 25, 2018 on behalf of Skagit County, the City of Mount Vernon, the City of Sedro-Woolley, and the City of Burlington in U.S. District Court for the Western District of Washington, case number 2:18-cv-00120. Once authorized, the City of Anacortes would join that action.

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

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move we adopt Resolution 2009, authorizing litigation against certain manufacturers of opioid narcotics.

Alternative Actions: N/A

Attachments (listed in order presented): Proposed Resolution 2009

Resolution No. 2009

A RESOLUTION AUTHORIZING LITIGATION AGAINST CERTAIN MANUFACTURERS OF OPIOID NARCOTICS

WHEREAS, the misuse, abuse and over-prescription of opioid narcotics has emerged as an epidemic and crisis posing an increasing threat to the health, safety and welfare of communities around the country, including the City of Anacortes; and

WHEREAS, since the 1990s, the sales of opioids have increased ten-fold, and is now a \$10 billion business in the United States, where 4.6% of the global population consumes 80% of the global prescription opioid supply; and

WHEREAS, in 2016 alone, U.S. health care providers wrote more than 289 million opioid prescriptions, enough for every adult in the United States to have more than one bottle of pills; and

WHEREAS, many of those addicted to prescription opioids have subsequently turned to illegal opioids such as heroin. The dramatic rise of this crisis is illustrated by the fact that between 2005 and 2009, Mexican heroin production increased by over 600%. And between 2010 and 2014, the amount of heroin seized at the U.S.-Mexico border more than doubled; and

WHEREAS, as a result of the flood of opioids into this country, counties like Skagit have been forced to deal with the crippling and expensive effects of widespread opioid addiction; and

WHEREAS, the United States Center for Disease Control and Prevention (“CDC”) recently estimated that the total economic burden of prescription opioid abuse costs the United States \$78.5 billion per year, which includes significantly increased costs for health care and addiction treatment, and dramatic increases in strains on human services and criminal justice systems, as well as substantial losses in work force productivity; and

WHEREAS, the cost in human lives is even more staggering. Today, opioids are the leading cause of accidental deaths in the country, surpassing deaths caused by car accidents. And exposure to these dangerous drugs is initiated by purportedly legitimate prescriptions written by doctors and dentists, making this an epidemic like no other; and

WHEREAS, in Skagit County alone, there were 66 opioid overdose deaths in the years 2012-2016; and

WHEREAS, there is substantial evidence that the three leading opioid manufacturers in the U.S. market – Purdue, Janssen and Endo (hereinafter, the “**Opioid Manufacturers**”) – intentionally and programmatically misrepresented the addictive properties of their products, among other things representing, contrary to established science, that their products are suitable for long-term, chronic pain relief, as well as systematically downplaying the addictive properties of their products, substantially causing the aforementioned addiction epidemic; and

WHEREAS, several jurisdictions in Washington State (including the cities of Everett and Tacoma) have taken legal action against the Opioid Manufacturers in an effort to abate the harm caused and seek redress; and

WHEREAS, the Anacortes City Council finds the acts and omissions of the Opioid Manufacturers to be a clear threat to the health, safety, welfare and integrity of the City of Anacortes and its citizens, and desires to take action to both protect the community from future harm, and seek redress for the harm already caused.

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

1. That the Anacortes City Attorney (or her designated representatives) is hereby authorized to bring legal action which she deems appropriate in the name of the City of Anacortes against the Opioid Manufacturers and any other appropriate or necessary persons and/or entities, as necessary to abate the harm caused by the opioid narcotic products discussed herein, and to obtain appropriate redress and relief for any damage thereby caused.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES this 5th day of February 2018.

Laurie Gere, Mayor

ATTEST:

Steve Hoglund, City Clerk

APPROVED AS TO FORM:

Darcy Swetnam, WSBA #40530
Anacortes City Attorney



City Council Agenda Bill

Meeting Date: 2/5/2018

Agenda Item: 7c

Subject: Collective Bargaining Agreement with Anacortes Police Services Guild Non-Commissioned Employees (3/1/18-12/31/2020)

Staff Contact: Emily Schuh

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney
X	Emily Schuh, Admin Services Dir.

Action Type	
	Ordinance No.
	Code Revision?
X	Resolution No. 2008
X	Contract
	Public Hearing
	Staff Report

Summary Statement: A collective bargaining agreement by and between the City of Anacortes and Anacortes Police Service Guild Non-Commissioned Employees formalizing wages, hours, and working conditions. The term of the agreement is March 1, 2018 through December 31, 2020. A separate MOU is under development in regard to the implementation of the City Personnel Policy 702 which addresses Absences and specifically the implementation of the WA Paid Sick Leave and the Leave Share program.

The proposed bargaining agreement provides language cleanup and a wage package that reflects the current economy. The proposed bargaining agreement includes:

- Removal of the clerk classification which is no longer utilized.
- Reference to an updated job description for community service officer which separates the animal control/parking enforcement officer duties from the community service officer job description.
- Removal of reference to 7k FLSA work period which does not apply to this bargaining unit.
- Sick leave cash out at retirement language from personnel policies incorporated into the collective bargaining agreement.
- Financial incentive added for multilingual staff, evidence/property custodian, and records employee assigned as lead.
- Clothing allowance updated to include footwear allowance for records staff.
- Wage Increases. No retro pay, bargaining agreement goes into effect March 1, 2018 with 2.2% increase. 2.0% in 2019 and 2020.

Background: The current collective bargaining agreement between the City of Anacortes and Anacortes Police Services Guild Non Commissioned employees expired on

December 31, 2017. The City and Guild began negotiations in the summer of 2017. In January 2018 a mediator assigned by PERC met with us and together we came to a tentative agreement which the non-commissioned guild members have since ratified. Tonight I am presenting the proposed bargaining agreement to City Council for final approval.

The City Council personnel committee has been aware of the status of negotiations throughout the process.

Budget Impact	
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	no
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	3/1/2018
End Date	12/31/2020

Budget Impact: There will be a net 6.2% wage increase over three years: 3/1/2018 2.2%, 2019 2.0%, and 2020 2.0%.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move to approve Resolution 2008 and the collective bargaining agreement between the City of Anacortes and Anacortes Police Services Guild Non-Commissioned Employees effective 3/1/18-12/31/2020.

Alternative Actions: N/A

Attachments (listed in order presented): Proposed collective bargaining agreement tracking changes); Proposed collective bargaining agreement (clean copy), Resolution 2008

AN AGREEMENT BETWEEN:

●THE CITY OF ANACORTES, WASHINGTON

AND

●THE ANACORTES POLICE SERVICES GUILD
NON-COMMISSIONED EMPLOYEES

TENTATIVE AGREEMENT

City of Anacortes Proposal Mediation- 1/16/2018

In addition to items included in the contract:

- Removal of clerk classification
- Job description update for cso- separating cso from animal control/parking (draft of job descriptions emailed to Guild 1/12/2018)
- MOU Implementation of City Sick Leave Policy

Updated ~~January 28, 2015~~

~~January 1, 2015~~ March 1, 2018 – December 31, ~~2017~~2020

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TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	<u>333</u>
ARTICLE 2 - GUILD SECURITY	<u>333</u>
ARTICLE 3 - GUILD RIGHTS AND RESPONSIBILITIES.....	<u>444</u>
ARTICLE 4- HOURS OF LABOR.....	<u>444</u>
ARTICLE 5 - SENIORITY	<u>555</u>
ARTICLE 6 - GRIEVANCE.....	<u>666</u>
ARTICLE 7 - HOLIDAYS.....	<u>888</u>
ARTICLE 8 - VACATION.....	<u>999</u>
ARTICLE 9 - SICK LEAVE.....	<u>10100</u>
ARTICLE 10 - BEREAVEMENT	<u>104040</u>
ARTICLE 11 - RECORDS.....	<u>111140</u>
ARTICLE 13- MANAGEMENT'S RIGHTS.....	<u>151513</u>
ARTICLE 14 - EMPLOYMENT	<u>161614</u>
ARTICLE 15 - CIVIL SERVICE STATUTES.....	<u>161614</u>
ARTICLE 16 - CONTINUOUS OPERATION.....	<u>161614</u>
ARTICLE 17 - WAGES	<u>171715</u>
ARTICLE 18 - FRINGE BENEFITS	<u>191915</u>
ARTICLE 19 - PROFICIENCY SYSTEM	<u>212117</u>
ARTICLE 20 - WORK STOPPAGES.....	<u>212117</u>
ARTICLE 21 - INTERNAL INVESTIGATIONS.....	<u>212117</u>
ARTICLE 22 - PSYCHOLOGICAL / MEDICAL EVALUATIONS	<u>222218</u>
ARTICLE 23 - PERSONNEL RECORDS.....	<u>232319</u>
ARTICLE 24 - PROTECTED SPEECH.....	<u>242420</u>
ARTICLE 25 - TOBACCO POLICY	<u>242420</u>
ARTICLE 26 - PHYSICAL FITNESS	<u>242420</u>
ARTICLE 27 - DRUG AND ALCOHOL TESTING	<u>252521</u>
ARTICLE 28 - HARASSMENT	<u>252521</u>
ARTICLE 29 - ENTIRE AGREEMENT	<u>262622</u>
ARTICLE 30 - SAVINGS CLAUSE.....	<u>262622</u>
ARTICLE 31 - AGREEMENT DURATION.....	<u>272723</u>
ADDENDUM A – WAGES	<u>292924</u>
ADDENDUM B ALTERNATIVE WORK SCHEDULE.....	<u>303025</u>

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - GUILD SECURITY

2.1 It shall be a condition of employment that all Employees of the Police Department designated under this Agreement as Guild members shall continue to be members of the Guild and remain members in good standing. Those who are not members on the effective date of this Agreement shall by the 31st day following the beginning of such employment become and remain members in good standing of the Guild: PROVIDED THAT, if a public employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said public employee to be a member of a labor union, such public employee shall pay an amount of money equivalent to the regular Guild dues and initiation fees to a non-religious charity or to a another charitable organization mutually agreed upon by the City and the Guild. The City shall furnish written proof to the Guild that such payment has been made. If the City and the Guild do not reach an agreement on the choice of the non-religious charity to whom the Guild dues and initiation fees are to be paid or if the Guild does not agree that the employee has a bona fide basis for religious objection, the Washington State Public Employment Relations Commission shall designate the charitable organization; PROVIDED FURTHER THAT, if an employee for any reason does not wish to be a member of the Guild, that employee shall proportionally and fairly share in the cost of the collective bargaining unit to defray the cost of services rendered in negotiating and administering this Agreement. Payment of a maintenance fee in this amount shall be in lieu of any other obligation under this Article.

2.2 Any employee failing to comply with Article II will be terminated upon two weeks' notice to the City and the employee by the Guild. This section shall control over any conflicting Civil Service provision.

2.3 Indemnification. The Guild shall indemnify, defend, and hold the Employer harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the Employer (except those brought against the City by the Guild), whether for damages, compensation, reinstatement or any combination thereof arising from the sole application of this Article of this Agreement. In the event that any part of Article II shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Guild and its members shall be solely responsible for such reimbursement.

ARTICLE 3 - GUILD RIGHTS AND RESPONSIBILITIES

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

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

3.3 Guild Investigative and Visitation Privileges - The Guild Representative, with reasonable advance notification to the Police Chief or the Chief's designee, may visit the work location of employees covered by the Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to such investigation. City work hours shall not be used by employees or Guild Representatives for the promotion of Guild affairs other than stated above. The Guild will be treated in the same manner as other city bargaining units with regard to holding Guild meetings.

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

ARTICLE 4- HOURS OF LABOR

4.1 The workday, for the purpose of this Agreement, shall be eight (8) hours from 8:00 am – 4:00 pm or 9:00 am – 5:00 pm Monday – Friday.

Other shifts may be agreed to by the parties.

4.2 ~~The parties agree to a 28 day 7(k) work period.~~ With the exception of shift changing, the standard workweek shall be five consecutive eight-hour periods over seven consecutive days. If due to shift changes, an individual works over forty hours in seven consecutive twenty-four hour periods but less than one hundred sixty hours over the twenty-eight consecutive twenty-four hour periods, no overtime will be granted. If the work period, due to shift change, is less than forty hours over seven consecutive twenty-four hour periods, no deduction in salary will be made. Employees shall be guaranteed four consecutive days off following a shift where they are required to work seven or more consecutive days.

4.3 Overtime pay at the rate of one and one-half time the regular rate shall be paid for time worked in excess of eight hours in a twenty-hour period or for time worked in excess of one hundred and sixty hours over twenty-eight consecutive twenty-four hour periods.

4.4 Any Employee called to work after completing their regular shift of eight hours, or attending court on their off-duty time, shall be paid a minimum of three hours at one and one-half times their regular rate of pay.

4.5 Employees shall be given ten days written notice in advance of any schedule change except in case of an emergency.

4.6 Any part-time Employee working 1,040 hours or more per year shall receive all leave benefits which shall be pro-rated to the hours worked. Health insurance eligibility for part time employees will be in accordance with the City of Anacortes personnel policies.

4.7 Police Department Employees shall be allowed to accumulate compensatory time to a total of 42.5 hours. Compensatory time in lieu of overtime pay shall be taken prior to the close of the calendar year and at the convenience of the Employer and the Employee, consistent with the Fair Labor Standards Act. Accrued compensatory time will be deposited into a deferred compensation account or paid out in wages. Employees must inform payroll of their distribution preference by December 10. Employee's compensatory time balance will be distributed on the final check of the calendar year (that is paid on January 5.)

ARTICLE 5 - SENIORITY

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

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

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

5.4 If a vacancy occurs in any job within the bargaining unit, the Employer agrees to give consideration to Employees presently employed.

5.5 In the case of illness or off-the-job accidents, it is agreed that the Employee's position and seniority shall be held up to but not exceeding six months. The Chief retains the right to extend this timeframe if medical documentation indicates that the person will be able to return to work within the next 90 days.

~~5.6 All job vacancies shall be posted for five business days on the City Intranet available to all Employees.~~

5.7 Twelve months shall be considered to be a trial period during which time the Employer decides the capability and desirability of retaining the new Employee. During the trial period, employment is at will and the employee shall not have recourse to the grievance procedure to contest any discipline or discharge.

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

ARTICLE 6 - GRIEVANCE

Any disputes arising under this Agreement shall be settled as stated in this Article provided that no employee shall avail himself or herself of this Article if they appeal a dispute to the Civil Service Commission. Any bargaining unit member who is the subject of disciplinary action, including oral or written reprimand and who feels such action is improper, may complain to the Guild and may elect to pursue a grievance regarding disciplinary action through the grievance procedure of this Article, or through the Civil Service Commission but not through both.

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

- Step 1: Any employee and/or guild representative who has a grievance shall present the grievance to the immediate supervisor, either orally or in writing, except where not feasible. All grievances must be presented no later than ten business days from the date of the occurrence of the matter giving rise to the grievance or within ten business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. All efforts will be made to resolve the grievance within ten business days of it being filed.
- Step 2. If a resolution cannot be reached in Step 1 then it shall be submitted in writing to the Police Chief or designee. The grievance shall contain a substantially complete statement of facts, the contractual provisions allegedly violated, and the relief requested. This written grievance shall be presented to the Police Chief or designee no more than ten business days after the initial time period outlined in step one of the grievance procedure. The Police Chief or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten business days with the grievant and Guild, if requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police chief or designee shall provide a written response to the employee and Guild within ten business days following their meeting. An extension of the time

periods in the grievance process may be made with the agreement of both parties.

Step 3: If the grievance is not settled at Step 2 and the Guild desires to appeal, it shall be referred by the Guild in writing to the Mayor or designee within ten business days after receipt of the City answer in Step 2. Thereafter, the Mayor or designee and the Police Chief or designee, shall meet with the grievant and Guild within ten business days of receipt of the Guild's appeal, if at all possible. If no agreement is reached, the Mayor or designee shall submit a written answer to the Guild within ten business days following the meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.

Arbitration: If the grievance is not settled in Step 3 and the Guild wishes to appeal the grievance from Step 3, the Guild may refer the grievance to arbitration, as described below, within twenty calendar days of receipt of the written answer as provided to the Guild at Step 3.

(a) The parties should attempt to agree upon an arbitrator within five business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five day period, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of nine arbitrators from which list the arbitrator shall be selected alternatively striking one name from the list until one name shall remain.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place of the hearing, subject to the availability of Guild and City Representatives.

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

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

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

- (f) The fees and the arbitrator shall be borne by the losing party, provided, however, that each party shall be responsible for compensating its own representatives and witness.

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

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

ARTICLE 7 — HOLIDAYS CCL Personal holiday was increased 1/1/2015 from 1 to 2

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

New Years Day	(First Day of January)
Martin Luther King Day	(Third Monday in January)
Presidents Day	(Third Monday in February)
Memorial Day	(Last Monday of May)
Independence Day	(July 4 th)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Day after Thanksgiving	(Day Immediately Following Thanksgiving)
Christmas Day	(December 25)
Personal Holiday (2)	

7.2 A personal holiday is time that an employee may select to be away from the office. An employee may not work on a personal holiday. An Employee may take their personal holiday hours at such time as is mutually agreeable between the employee and their Department Head. The personal holiday shall be pro-rated during the year. In the event of an employee's termination, any personal holiday used but not yet accrued shall be deducted from the employee's final paycheck.

7.3 When a holiday falls on Saturday the preceding Friday shall be declared a legal holiday. When the holiday falls on Sunday, the following Monday shall be declared the legal holiday.

7.4 If an employee covered by this agreement works on any of the above named holidays, they shall be guaranteed payment at the rate of one and one half times their

regular hourly rate of pay for the actual hours worked. This compensation is in addition to their regular monthly wage.

7.5 Management maintains the right to determine the number of personnel assigned to work on holidays.

ARTICLE 8 — VACATION No change in accrual schedule, buyout of vacation for deferred comp or maximum accrual. Updated maximum accrual in chart to match CCL.

8.1 Vacation leave shall accrue as follows:

Service Period	Vacation Accrual	Maximum Accrual
<u>First month through 48 months</u>	<u>8 hours per month</u>	<u>176 hours</u> 240 hours
<u>Months 49 through 108</u>	<u>10 hours per month</u>	<u>200 hours</u> 240 hours
<u>Months 109 through 168</u>	<u>14 hours per month</u>	<u>240 hours</u>
<u>169 months and beyond</u>	<u>17 hours per month</u>	<u>240 hours</u>

~~1 through 4 years ————— 4 hours per pay period (8 hours per month)~~
~~5 through 9 years ————— 5 hours per pay period (10 hours per month)~~
~~10 through 14 years ————— 7 hours per pay period (14 hours per month)~~
~~15 years and beyond ————— 8.5 hours per pay period (17 hours per month)~~

~~8.2 Earned vacation may be accrued to a maximum of two hundred and forty hours (240).~~

8.3 The Employer shall not unreasonably deny leave requests, consistent with the needs of the Department. Vacation requests shall be submitted prior to January 2nd of each year. Such requests shall be decided on a seniority basis. Request submitted after January 2nd for the calendar year shall be allocated on a first come, first serve basis. The Employer shall waive the maximum carryover restriction on vacation leave if the employee is required to cancel a scheduled vacation due to the requirements of the Employer.

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

8.5 Vacation leave is to be deducted on an hour-for-hour basis.

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

ARTICLE 9 - SICK LEAVE

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

9.2 Sick leave shall be computed exclusive of holidays.

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

9.4 Notification of absence due to sickness shall be given to the City as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Dept. Head), but no later than two hours before the start of the employee's work shift unless it is shown that such notification was unreasonable or not practical. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

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

An employee who is eligible for retirement under the applicable DRS retirement plan is eligible for a cash out of a portion of their unused sick leave proportionate to their sick leave balance. Sick leave cash out is prorated for part time employees based on full time equivalency at retirement.

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Sick Leave Balance at Retirement	Percent Cash out
0-800 Hours	0%
801-1251 Hours	18% of unused sick leave hours
1251-1440 hours	25% of unused sick leave hours

Unused sick leave is not cashed out upon separation other than retirement.

ARTICLE 10 - BEREAVEMENT

10.1 In the event of the death of an employee's immediate family member, time off with pay for employee's regular scheduled workday will be granted to regular full time employees. Employees are expected to share the need for bereavement leave with their immediate supervisor as soon as they are aware of their need for bereavement leave. The phrase "immediate family" for the purposes of the bereavement policy includes the employee's spouse (or registered domestic partner), brother, sister, father, mother, stepfather, stepmother, grandparent, child, stepchild, grandchild, father in law, mother in law, grandparent in law, sister in law, brother in law, daughter in law, and son in law. Three consecutive workdays off with pay will be approved to attend the funeral or memorial service (maximum 24 hours). Two additional consecutive workdays off

with pay will be approved for travel from the employees home to the funeral or memorial service if the travel exceeds 200 miles each way (maximum 16 hours).

10.2 Regular part-time employees who are scheduled to work twenty or more hours per week are eligible to receive Bereavement Leave. The amount of leave allowed will be based on a pro rata basis that relates the average number of hours per week worked to a regular forty-hour week. (For example, a part-time employee working twenty hours per week would be eligible for one half the paid time-off that a full-time employee receives.)

ARTICLE 11 - RECORDS

11.1 The Employer shall keep records of attendance and absence so as to provide all necessary information regarding annual leave and sick leave.

11.2 Personnel Files- Written reprimands will be removed from the employee's personnel file after three years from the date said action was finalized provided that no further reprimands of a like nature have been issued within this three- year period. An employee may request the removal of a written reprimand after a two-year period. This limitation shall not apply to suspensions or demotions. Reprimands or discipline resulting from serious infractions against members of the public or other City employees, such as discrimination, sexual harassment or moral turpitude will be removed from personnel files after ten years as long as no similar incidents have occurred.

ARTICLE 12 – HEALTH AND WELFARE COVERAGE

12.1 Medical Insurance Plans

(a) The City will provide employees with the following plans: AWC Healthfirst High Deductible Health Plan, ~~Group Health~~Kaiser Permanente ~~Cooperative~~-High Deductible Health Plan, AWC Healthfirst \$250 plan, or Kaiser Permanente Access PPO, all as offered through the Association of Washington Cities Benefit Trust.

12.2 Premiums

- i) For employees choosing the HealthFirst \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents.
- (1) For employees choosing the ~~Group Health~~Kaiser Permanente PPO \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents. The City will share fifty percent (50%) of the premium cost savings difference between the Kaiser Permanente PPO \$250 plan and the Healthfirst \$250 plan to be paid on each pay period.
- ii) In 2018, 2019, and 2020 the City will pay 100% of the premium costs of medical insurance for employees and their dependents who select an AWC High Deductible Health Plan.

- (1) For employees enrolled on an AWC High Deductible Health Plan, the City will contribute fifty percent (50%) of the premium cost savings between the AWC High Deductible Plan and the Healthfirst \$250 plan to be contributed into the employee's HSA on each pay period.
- (2) An employee may elect to have up to \$1000 (employee only) or \$2000 (family) cashed out from accrued vacation and transferred into the HSA on the January 5 payday so long as the employee's vacation balance does not fall below 40 hours. The IRS determines the inflation adjusted HSA contribution maximum. (Vacation contributions by the employee will trigger the employer match. The employer match will be deposited into the HSA account throughout the year equally on each payday.)
- iii) For employees enrolled on Dual Insurance, the employee will receive an incentive equivalent to 50% of the Kaiser Permanente Access PPO Healthcare premiums that the City would otherwise contribute to health insure the dependents.

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

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

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

12.6 Life Insurance. The City agrees to pay 100% of the premium for a group term life, accidental death and dismemberment insurance policy for each employee in the amount \$10,000 and \$1000 for dependents 6 months and older as offered through the Association of Washington Cities. The life plan in effect at the time of this Agreement is through Standard as offered through the Association of Washington Cities.

12.7 Short Term Disability. The City agrees to pay 100% of the premium for a group short term disability insurance policy. The short term disability plan in effect at the time of this Agreement is with Sun Life.

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

time is reasonably practicable, and an opportunity for input before the changes are finalized and to bargain any impact.

1) Plan Offerings

- a) ~~2015.~~ For the 2015 calendar year, the City will provide employees with the following plans: ~~AWC HealthFirst \$10 copay plan, AWC High Deductible Health Plan, Group Health Cooperative Plan 2, Group Health Cooperative High Deductible Health Plan, or Group Health Access PPO all as offered through the Association of Washington Cities Benefit Trust.~~
- b) ~~2016.~~ For the 2016 calendar year, the City will provide employees with the following plans: ~~AWC Healthfirst High Deductible Health Plan, Group Health Cooperative High Deductible Health Plan, AWC Healthfirst \$250 plan, or Group Health Access PPO, all as offered through the Association of Washington Cities Benefit Trust.~~
- c) ~~2017.~~ For the 2017 calendar year, the City will provide employees with the following plans: ~~AWC High Deductible Health Plan, Group Health Cooperative High Deductible Health Plan, Group Health Access PPO, or AWC Healthfirst \$250 plan all as offered through the Association of Washington Cities Benefit Trust.~~

2) Premiums

(a) For the 2015 calendar year:

- i) ~~HealthFirst \$10 copay or Group Health Plan 2.~~ Employees will be responsible for paying the following portion of the premium costs:

Employee only	0.00
Employee + spouse	71.00
Employee + 1 child	35.00
Employee + 2 or more children	65.00
Employee, spouse + 1 child	106.00
Employee, spouse + 2 or more children	135.00

- ii) ~~For employees enrolled on an AWC High Deductible Health Plan, the City will pay 100% of the premiums for the employee and dependents. The City will also contribute to the employee's health savings account fifty percent (50%) of the difference between the premium cost of the AWC HealthFirst \$10 copay plan and the employee's chosen high deductible plan for the tier of coverage selected by the employee (i.e., employee, employee plus spouse, etc.). In the event the employee is not eligible for a health savings account, the City's contribution will be made to a deferred compensation plan offered by the City.~~

~~(1) To begin building funds in a health savings account, an employee may elect to have up to \$1000 (employee only) or \$2000 (family) cashed out from accrued vacation and transferred into the Health Savings Account on the January 5 payday so long as the employee's vacation balance does not fall below 40 hours. The 2015 maximum Health Savings Account contributions (employer and employee) are \$3350 individual and \$6650 family.~~

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~~iii) For employees enrolled on the Group Health Access PPO plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for the employee's eligible insured dependents. The City will also contribute fifty percent (50%) of the difference between the City's premium cost of the AWC HealthFirst \$10 copay plan and the employee's chosen Group Health Access PPO plan for the tier of coverage selected by the employee (i.e., employee, employee plus spouse, etc.) to a deferred compensation plan offered by the City or included in the employee's paycheck.~~

~~iv) Dual Insurance- no change.~~

~~(b) For the 2016/2017 calendar years:~~

- i) ~~In consideration for healthcare changes, \$750.00 will be added to the base annual wage (\$62.50 will be added to the monthly base wage) of each bargaining unit position at step one, effective January 1, 2016. The percentage between steps will remain unchanged from 2015.~~
- ii) ~~For employees choosing the HealthFirst \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents. For the 2016 and 2017 calendar years only, on the January 5 payperiod, the employee will receive a cash payment equivalent to the deductible amount for their dependents who are enrolled on the medical plan effective January 1.~~
- ~~(1) For employees choosing the Group Health PPO \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents. For the 2016 and 2017 calendar years only, on the January 5 payperiod, the employee will receive a cash payment equivalent to the deductible amount for their dependents who are enrolled on the medical plan effective January 1st. The City will also contribute fifty percent (50%) of the difference between the City's cost under the Healthfirst 250 plan, paid to the employee.~~
- iii) ~~For the 2016 and 2017 calendar years, the City will pay 100% of the premium costs of medical insurance for employees and their dependents who select an AWC High Deductible Health Plan.~~
- ~~(1) For employees enrolled on an AWC High Deductible Health Plan, the City will contribute fifty percent (50%) of the difference between the City's cost under the Healthfirst 250 plan, to the employee's HSA.~~
- ~~(2) An employee may elect to have up to \$4000 (employee only) or \$2000 (family) cashed out from accrued vacation and transferred into the Health Savings Account on the January 5 payday so long as the employee's vacation balance does not fall below 40 hours. The IRS determines the inflation adjusted HSA contribution maximum. (Vacation contributions by the employee will trigger the employer match. The employer match will be deposited into the HSA account throughout the year equally on each payday.)~~
- iv) ~~For employees enrolled on Dual Insurance, the employee will receive an incentive equivalent to 50% of the Group Health Access PPO Healthcare premiums that the City would otherwise contribute to health insure the dependents.~~

~~3. **Dental Insurance.** The City agrees to provide dental insurance for employees and their dependents. The City shall pay 100% of the premium for dental coverage. The dental insurance plan in effect at the time of this Agreement is Washington Dental Service Plan E, as offered through the Association of Washington Cities.~~

~~4. **Orthodontia Insurance.** The City agrees to pay 100% of the premium for orthodontia coverage for the employee's dependent children. The orthodontia plan in effect at the time of this Agreement is Washington Dental Service Plan IV, as offered through the Association of Washington Cities.~~

~~5. **Vision Insurance.** The City agrees to pay 100% of the premium for a separate vision plan for employees and their dependents. The vision plan in effect at the time of this Agreement is Vision Service \$10 copay Plan, as offered through the Association of Washington Cities.~~

~~6. **Life Insurance.** The City agrees to pay 100% of the premium for a group term life, accidental death and dismemberment insurance policy for each employee in the amount \$10,000 and \$1000 for dependents 6 months and older as offered through the Association of Washington Cities. The life plan in effect at the time of this Agreement is through Standard as offered through the Association of Washington Cities.~~

~~7. **Short Term Disability.** The City agrees to pay 100% of the premium for a group short term disability insurance policy. The short term disability plan in effect at the time of this Agreement is with Sun Life.~~

~~8. Any changes required by the provider of insurance coverage that are beyond control of the City shall be implemented. These include, but are not limited to changes in required copays, deductibles, and plan administration procedures. The City shall give the Union notice of the proposed changes at least 60 days before the effective date, or as much time is reasonably practicable, and an opportunity for input before the changes are finalized and to bargain any impact.~~

ARTICLE 13- MANAGEMENT'S RIGHTS

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

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

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

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

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

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

ARTICLE 14 - EMPLOYMENT

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

ARTICLE 15 - CIVIL SERVICE STATUTES

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

ARTICLE 16 - CONTINUOUS OPERATION

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

ARTICLE 17 — WAGES

17.1 The Guild shall submit all items for negotiations, including wages, prior to June 15th of the year in which the bargaining agreement expires.

17.2 If an Employee is temporarily assigned in writing by the Police Chief or designee to a higher-paid classification, the Employee shall receive the higher rate of base pay for working that classification for all hours so worked. No Employee shall be subject to censure when assigned to a position for which he has not been properly trained. In the event any Employee is temporarily shifted for the Employer's convenience to a position paying a lesser wage than the rate for his regular position, no reduction in wage shall be made. The Employer may with the Employee's consent transfer the employee to another job which is vacant and pay the regular rate for the top step of that position, as an alternative to layoff. If the former position is renewed the Employer shall automatically reinstate the Employee to the former position.

17.3 Wages shall be paid by the Employer on a bimonthly basis. Effective March 2007, paydays are on the 5th and 20th of the month.

17.4 The salary schedule will reflect the following wage increases from the September 1, 2014 wage schedule:

January 1, 2015	2.5%
January 1, 2016	2.5%
January 1, 2017	2.5%
3/1/2018	2.2%
1/1/2019	2.0%
1/1/2020	2.0%

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

17.6 Multilingual Incentive: Employees who have been independently verified, by a contractor of the City's choice, to be functionally fluent in a foreign foreign, multiple languages will receive an incentive pay premium of will be fifty dollars (\$50.00) per month, for being verified as fluent, in two (2) or more languages.

17.7 Evidence/Property Custodian Incentive: Employees assigned as the Evidence/Property Custodian will receive an incentive pay premium will be fifty dollars (\$50.00) per month.

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17.8 Lead Assignment. An employee assigned by APD management as the Records Support Lead will receive an incentive pay premium of one hundred dollars (\$100.00) per month.

ARTICLE 18 - FRINGE BENEFITS

18.1 Monthly Guild dues for each Employee shall be by payroll deduction provided the employee has a valid dues deduction authorization on file. Dues are collected on a bimonthly basis.

18.2 No Change. Reinstatement of longevity just occurred in 2014.

Longevity pay shall start after five (5) years employment at the rate of two dollars (\$2.00) per month for every year worked to a maximum of twenty (20) years. After five (5) years, longevity pay would be ten dollars (\$10.00) with two dollars (\$2.00) per month added every year until a total of forty dollars (\$40.00) longevity per month is reached.

18.3 Clothing and Equipment

18.3.1 Uniforms and protective clothing.

The Employer agrees to furnish and replace as necessary all required uniforms and protective clothing for all members. In addition, the Employer agrees to all cleaning and care of the uniforms and protective clothing required by the Employer. The complete list of issued equipment is attached.

City Issued Equipment:

Support Personnel Uniform

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 2 Pants
- 1 Sweater or Jacket
- 1 Belt

A footwear allowance of \$100.00 per year for closed toe, black shoes that match uniform.

Community Service Officer & Code Enforcement Officer Uniform & Equipmen

- 3 Short Sleeve Shirts
- 3 Long Sleeve Shirts
- 3 Uniform Pants
- Footwear allowance of \$125.00 per year plus tax and shipping charges
- 1 Uniform jacket with removable fleece liner

- 1 Uniform Badge
- 1 Pair Gloves
- 1 Jumpsuit (upon completion of probation period for CSO-CEO assigned to animal control)

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Name Tags provided on all items of clothing that require one

- 1 Uniform Flashlight
- 1 Uniform Belt Pant
- 1 Duty Belt

- 1 Defensive Spray (with Case)
- 4 Belt Keeper
- 1 Key Holder
- 1 Knife (with case)
- 1 Portable Radio (with case)

~~\$100.00~~

18.4.2 Loss and Destruction.

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

18.4.3 Cleaning

The Employer shall pay one hundred percent of the cost necessary to clean each employee's uniform through a cleaning service provided by the Employer.

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

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

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

ARTICLE 19 - PROFICIENCY SYSTEM

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

Proficiency Levels

Step 1	Step 2	Step 3	Step 4	Step 5
Normal hiring rate	After one year of service	After 2 years of service	After 3 years of service	After 4 years of service

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

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

ARTICLE 20 - WORK STOPPAGES

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

ARTICLE 21 - INTERNAL INVESTIGATIONS

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

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

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

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

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

21.6 When an employee, whether on or off duty, uses force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for twelve (12) hours after the incident except that promptly following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait twelve (12) hours.

ARTICLE 22 - PSYCHOLOGICAL / MEDICAL EVALUATIONS

22.1 Initial Evaluation

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

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

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

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

22.3 Medical Arbitration.

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

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

ARTICLE 23 - PERSONNEL RECORDS

23.1 Outside Inquiries. Upon receiving a request for all or part of a personnel file or internal investigation file, the affected employee shall be notified of the request. The employee shall be given three (3) working days to provide any reasons for not releasing the requested documents. If the City concludes that the documents should not be released, it will not release the documents and will provide a defense in court, if necessary. If the City concludes the documents should be released, it will so notify the affected employee. The documents will not be released until the employee has had a reasonable opportunity to prevent the release under RCW 42.56.540 at the expense of the Guild or the employee. The Guild will indemnify and hold harmless the City from any damages or expenses incurred by the City as a result of a delay in the production of the records pursuant to this section.

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

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

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

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

ARTICLE 24 - PROTECTED SPEECH

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

ARTICLE 25 - TOBACCO POLICY

The City of Anacortes complies with all applicable federal, state, and local regulations regarding tobacco use in the workplace and provides a work environment that promotes productivity and the wellbeing of its employees. The use of tobacco in the workplace is now in violation of the law in the State of Washington. Accordingly, the use of smoking and smokeless tobacco products are restricted in all of its facilities.

Tobacco use is prohibited inside all City of Anacortes facilities, including City-owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices. The smoking policy applies to employees during working time and anytime in uniform. Smoking is only allowed in designated outside areas that are at least 25 feet from building entrances and exits, windows that open, and ventilation intakes. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of coworkers with regard to the smoking policy. Smokers have a special obligation to keep smoking areas litter-free and not to abuse break and work rules. Employees who violate the policy may be subject to disciplinary action.

ARTICLE 26 - PHYSICAL FITNESS (review in coordination with Commissioned Contract)

The City and the Guild recognize that a physically fit workforce can reduce illness and injuries requiring the use of sick leave. A sick leave buyback provides incentive to reduce the use of sick leave. Employees are encouraged, but not required, to participate in the physical fitness assessment conducted by the department and shall be given the opportunity on duty to perform the test up to two times each year. Employees will be provided 60 day advance notice of the testing dates.

The City and the Guild agrees to utilize the current WA State Criminal Justice Training Commission physical fitness standards as the scoring criteria for the physical fitness tests (sit-ups, push-ups, 1.5 mile run). This does not have a separate component for gender or age. There are a total of 150 points available.

- 1%- 90-112.4 points
- 2% 112.5-134.9 points
- 3% 135 points +

Those employees who meet the standard in a given year shall receive a percentage of their accrued sick leave bought out at retirement. Each year that an employee participates successfully in the program they earn an additional percentage of sick leave buyout. This benefit is in addition to the sick leave buyout provision upon retirement.

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Employees are encouraged, but not required, to participate in the physical fitness assessment conducted by the department and shall be given the opportunity on duty to perform the test up to two times each year. Employees will be provided 60 day advance notice of the testing dates.

~~Those employees who meet the standard in a given year shall receive a percentage of their accrued sick leave bought out at retirement. Each year that an employee participates successfully in the program they earn an additional percentage of sick leave buyout. This benefit is in addition to the sick leave buyout provision upon retirement.~~
DUPLICATE

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ARTICLE 27 - DRUG AND ALCOHOL TESTING

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

Employees must report their use of over-the-counter or prescribed medications to the Police Chief if the use might impair their ability to perform their job safely and effectively. A determination will then be made as to whether the employee should be able to perform the essential functions of the job safely and properly.

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

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

ARTICLE 28 - HARASSMENT

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

ARTICLE 29 - ENTIRE AGREEMENT

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

29.2 Both City and the Guild acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

29.3 Both City and the Guild, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter even though such subjects or matters may not have been within the knowledge for contemplation of either or both of the parties at the time they negotiated or signed the Agreement.

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

ARTICLE 30 - SAVINGS CLAUSE

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

ARTICLE 31 - AGREEMENT DURATION

The Agreement shall be and remain in full force and effect from ~~January 1, 2015~~March 1, 2018 through December 31, ~~2020~~2017. All provisions herein are subject to existing laws and ordinances and any provision found to be in conflict shall be void.

SIGNED THIS ____ DAY OF FEBRUARY 2018.

ANACORTES POLICE SERVICES
GUILD
BY:

CITY OF ANACORTES, WA
BY:

Judy Beyer
NON COMMISSIONED GUILD
REPRESENTATIVE

Emily Schuh
ADMINISTRATIVE SERVICES
DIRECTOR

ANACORTES POLICE SERVICES BY:

CITY OF ANACORTES, WA

Chad Pruiett
GUILD PRESIDENT GUILD

BY:

John Small
CHIEF OF POLICE

BY:

Laurie M. Gere
MAYOR

BY:

ATTEST:

Rob Leetz
GUILD VICE-PRESIDENT

Steve Hoglund
CITY CLERK - TREASURER

ADDENDUM A – WAGES

To be updated

2015 Non Commissioned Police Guild Wage Schedule																
2.5% COLA Adjustment to Wage Scale	Monthly Rate	1.03					Hourly Rate						Annual Salary			
	3.0% between each step	Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3
Position																
Clerk	Level NC1	3,839.66	3,748.87	3,661.33	3,577.17	3,496.40	NC1	21.00	21.63	22.28	22.95	23.63	NC1	\$43,876.12	\$44,988.41	\$46,336.00
	Level NC2	3,748.87	3,661.33	3,577.17	3,496.40	3,419.38	NC2	21.63	22.28	22.95	23.63	24.34	NC2	\$44,988.41	\$46,336.00	\$47,726.08
	Level NC3	3,661.33	3,577.17	3,496.40	3,419.38	3,346.96	NC3	22.28	22.95	23.63	24.34	25.07	NC3	\$46,336.00	\$47,726.08	\$49,157.88
Records Support	Level NC4	3,577.17	3,496.40	3,419.38	3,346.96	3,276.34	NC4	22.95	23.63	24.34	25.07	25.83	NC4	\$47,726.08	\$49,157.88	\$50,632.60
	Level NC5	3,496.40	3,419.38	3,346.96	3,276.34	3,210.63	NC5	23.63	24.34	25.07	25.83	26.60	NC5	\$49,157.88	\$50,632.60	\$52,151.58
	Level NC6	3,419.38	3,346.96	3,276.34	3,210.63	3,148.95	NC6	24.34	25.07	25.83	26.60	27.40	NC6	\$50,632.60	\$52,151.58	\$53,716.12
Community Service Officer	Level NC7	3,346.96	3,276.34	3,210.63	3,148.95	3,091.42	NC7	25.07	25.83	26.60	27.40	28.22	NC7	\$52,151.58	\$53,716.12	\$55,327.61
	Level NC8	3,276.34	3,210.63	3,148.95	3,091.42	3,039.16	NC8	25.83	26.60	27.40	28.22	29.07	NC8	\$53,716.12	\$55,327.61	\$56,987.43
	Level NC9	3,210.63	3,148.95	3,091.42	3,039.16	2,991.31	NC9	26.60	27.40	28.22	29.07	29.94	NC9	\$55,327.61	\$56,987.43	\$58,697.06
	Level NC10	3,148.95	3,091.42	3,039.16	2,991.31	2,944.99	NC10	27.40	28.22	29.07	29.94	30.84	NC10	\$56,987.43	\$58,697.06	\$60,457.97

2017 Non Commissioned Police Guild Wage Schedule																
2.5% COLA Adjustment to Wage Scale	Monthly Rate	1.03					Hourly Rate						Annual Salary			
	3.0% between each step	Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3
Position																
Clerk	Level NC1	3,880.00	4,004.64	4,124.78	4,248.62	4,375.98	NC1	22.43	23.10	23.80	24.51	25.25	NC1	\$46,565.98	\$48,056.66	\$49,497.30
	Level NC2	4,002.72	4,122.80	4,246.48	4,373.88	4,505.09	NC2	23.10	23.80	24.51	25.25	26.00	NC2	\$48,032.59	\$49,473.57	\$50,957.78
	Level NC3	4,120.88	4,244.50	4,371.84	4,502.06	4,636.09	NC3	23.80	24.51	25.25	26.00	26.78	NC3	\$49,450.51	\$50,934.02	\$52,462.04
Records Support	Level NC4	4,242.88	4,369.88	4,500.06	4,633.98	4,775.06	NC4	24.51	25.25	26.00	26.78	27.59	NC4	\$50,910.98	\$52,436.29	\$54,011.44
	Level NC5	4,367.94	4,498.07	4,633.94	4,772.06	4,916.15	NC5	25.25	26.00	26.78	27.59	28.41	NC5	\$52,416.23	\$53,987.66	\$55,607.32
	Level NC6	4,497.05	4,633.96	4,770.92	4,914.05	5,061.47	NC6	26.00	26.78	27.59	28.41	29.27	NC6	\$53,964.62	\$55,583.58	\$57,251.07
Community Service Officer	Level NC7	4,630.04	4,768.94	4,912.01	5,059.37	5,211.15	NC7	26.78	27.59	28.41	29.27	30.15	NC7	\$55,560.50	\$57,227.31	\$58,944.13
	Level NC8	4,769.02	4,910.83	5,057.33	5,208.05	5,363.32	NC8	27.59	28.41	29.27	30.15	31.05	NC8	\$57,204.25	\$58,920.38	\$60,687.99
	Level NC9	4,908.11	5,055.95	5,207.01	5,362.22	5,524.12	NC9	28.41	29.27	30.15	31.05	31.99	NC9	\$58,937.52	\$60,693.24	\$62,494.19
	Level NC10	5,053.48	5,205.03	5,361.18	5,522.02	5,687.68	NC10	29.27	30.15	31.05	31.99	32.94	NC10	\$60,641.17	\$62,460.41	\$64,324.22

ADDENDUM B Alternative Work Schedule

The Fair Labor Standards Act (FLSA) requires that non-exempt employees be paid overtime for all hours worked over forty during the work week. The work week consists of seven consecutive 24-hour periods, and the employer retains the right to designate when the work period begins and ends. The defined work week is not required to be the same for all employees.

Because the City does not want to incur additional costs by allowing employees to choose alternative work schedules, non-exempt employees must select an alternative schedule which does not require more than 40 hours/week. This may require employees to also request a different work week designation.

The following are examples of alternative work schedules for non-exempt employees:

EXAMPLE #1: Compressed Work week 9/80

Work Week Start/End Friday noon – Friday 11:59 a.m.

Week 1

Day	F	S	S	M	T	W	T	F
Schedule	---	---	---	7-5	7-5	7-5	7-5	7-11
# Hours	0	0	0	9	9	9	9	4

Total hours worked = 40

Week 2

Day	F	S	S	M	T	W	T	F
Schedule	12-4	---	---	7-5	7-5	7-5	7-5	---
# Hours	4	0	0	9	9	9	9	0

Total hours worked = 40

In this example, the employee has every other Friday off. This can be done because the work week is defined as Friday noon to Friday at 11:59 a.m. In this example as well, once the employee has worked 40 hours in the defined work week, additional hours worked are paid at the overtime rate.

Human Resources is available to work with employees to determine compliance with FLSA requirements.

Accruing and Using Sick and Vacation Leave and Holiday Pay
Sick leave and vacation leave will continue to accrue at the regular rate. When an employee takes a full day of sick or vacation leave, the time charged will be equivalent to the full number of hours the employee was scheduled to work. This compensates for actual time absent for regularly scheduled work hours.

When a paid holiday falls on an employee's regularly scheduled work day, the employee will be paid eight hours of holiday pay. If the regularly scheduled work day is greater than

8 hours, the employee is required to use either vacation, compensatory time earned, or personal holiday to make up for the additional time the employee was scheduled to work in excess of the 8 hours of holiday pay.

When a paid holiday falls on an employee's regularly scheduled day off, the employee will record 8 hours of holiday flex on their timesheet for the holiday. The holiday flex hours must be used within the pay period that it is earned; unless mutually agreed upon otherwise between the City and the employee.

ALTERNATIVE WORK SCHEDULE APPLICATION

(Employee)

Employee Name: _____

Date Requested Submitted: _____

Dept./Division: _____

Proposed Effective Date: _____

Position: _____

Circle one: Exempt
Non-Exempt

Description of Proposed Alternative Work Schedule: _____

Work week start/end: _____

Day								
Schedule								
# Hours								

Day								
Schedule								
# Hours								

Day								
Schedule								
# Hours								

Reason for Request: _____

Potential Problems/Recommended Solutions: _____

Employee Signature _____

Date _____

ALTERNATIVE WORK SCHEDULE APPLICATION
(Supervisor)

Employee Name: _____ Dept./Division: _____

Position: _____ Supervisor: _____

_____ I recommend approval of the proposed alternative work schedule
and have provided additional supportive information below.

_____ I recommend the proposed alternative work schedule be denied
and have noted my concerns below.

Comments: _____

Supervisor Signature _____

Date _____

Human Resource Dept Recommendation: _____ Approved _____ Denied

Comments/Notes: _____

Review for FLSA (Fair Labor Standards Act) Compliance: _____

Human Resources Director _____

Date _____

Effective Date: _____ Trial Period Review Date: _____

AN AGREEMENT BETWEEN:

●THE CITY OF ANACORTES, WASHINGTON

AND

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

***March 1, 2018 – December 31, 2020
Updated January 24, 2018***

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION.....	3
ARTICLE 2 - GUILD SECURITY	3
ARTICLE 3 - GUILD RIGHTS AND RESPONSIBILITIES	4
ARTICLE 4- HOURS OF LABOR.....	4
ARTICLE 5 - SENIORITY.....	5
ARTICLE 6 - GRIEVANCE.....	6
ARTICLE 7 - HOLIDAYS.....	8
ARTICLE 8 - VACATION	9
ARTICLE 9 - SICK LEAVE	9
ARTICLE 10 - BEREAVEMENT.....	10
ARTICLE 11 - RECORDS	10
ARTICLE 13- MANAGEMENT'S RIGHTS	12
ARTICLE 14 - EMPLOYMENT	13
ARTICLE 15 - CIVIL SERVICE STATUTES.....	13
ARTICLE 16 - CONTINUOUS OPERATION.....	13
ARTICLE 17 - WAGES	13
ARTICLE 18 - FRINGE BENEFITS.....	14
ARTICLE 19 - PROFICIENCY SYSTEM	16
ARTICLE 20 - WORK STOPPAGES	16
ARTICLE 21 - INTERNAL INVESTIGATIONS.....	17
ARTICLE 22 - PSYCHOLOGICAL / MEDICAL EVALUATIONS.....	17
ARTICLE 23 - PERSONNEL RECORDS	18
ARTICLE 24 - PROTECTED SPEECH	19
ARTICLE 25 - TOBACCO POLICY	19
ARTICLE 26 - PHYSICAL FITNESS.....	19
ARTICLE 27 - DRUG AND ALCOHOL TESTING	20
ARTICLE 28 - HARASSMENT.....	20
ARTICLE 29 - ENTIRE AGREEMENT	21
ARTICLE 30 - SAVINGS CLAUSE	21
ARTICLE 31 - AGREEMENT DURATION.....	22
ADDENDUM A – WAGES.....	23
ADDENDUM B ALTERNATIVE WORK SCHEDULE.....	23

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - GUILD SECURITY

2.1 It shall be a condition of employment that all Employees of the Police Department designated under this Agreement as Guild members shall continue to be members of the Guild and remain members in good standing. Those who are not members on the effective date of this Agreement shall by the 31st day following the beginning of such employment become and remain members in good standing of the Guild: PROVIDED THAT, if a public employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said public employee to be a member of a labor union, such public employee shall pay an amount of money equivalent to the regular Guild dues and initiation fees to a non-religious charity or to a another charitable organization mutually agreed upon by the City and the Guild. The City shall furnish written proof to the Guild that such payment has been made. If the City and the Guild do not reach an agreement on the choice of the non-religious charity to whom the Guild dues and initiation fees are to be paid or if the Guild does not agree that the employee has a bona fide basis for religious objection, the Washington State Public Employment Relations Commission shall designate the charitable organization; PROVIDED FURTHER THAT, if an employee for any reason does not wish to be a member of the Guild, that employee shall proportionally and fairly share in the cost of the collective bargaining unit to defray the cost of services rendered in negotiating and administering this Agreement. Payment of a maintenance fee in this amount shall be in lieu of any other obligation under this Article.

2.2 Any employee failing to comply with Article II will be terminated upon two weeks' notice to the City and the employee by the Guild. This section shall control over any conflicting Civil Service provision.

2.3 Indemnification. The Guild shall indemnify, defend, and hold the Employer harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the Employer (except those brought against the City by the Guild), whether for damages, compensation, reinstatement or any combination thereof arising from the sole application of this Article of this Agreement. In the event that any part of Article II shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Guild and its members shall be solely responsible for such reimbursement.

ARTICLE 3 - GUILD RIGHTS AND RESPONSIBILITIES

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

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

3.3 Guild Investigative and Visitation Privileges - The Guild Representative, with reasonable advance notification to the Police Chief or the Chief's designee, may visit the work location of employees covered by the Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to such investigation. City work hours shall not be used by employees or Guild Representatives for the promotion of Guild affairs other than stated above. The Guild will be treated in the same manner as other city bargaining units with regard to holding Guild meetings.

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

ARTICLE 4- HOURS OF LABOR

4.1 The workday, for the purpose of this Agreement, shall be eight (8) hours from 8:00 am – 4:00 pm or 9:00 am – 5:00 pm Monday – Friday.

Other shifts may be agreed to by the parties.

4.2 With the exception of shift changing, the standard workweek shall be five consecutive eight-hour periods over seven consecutive days. If due to shift changes, an individual works over forty hours in seven consecutive twenty-four hour periods but less than one hundred sixty hours over the twenty-eight consecutive twenty-four hour periods, no overtime will be granted. If the work period, due to shift change, is less than forty hours over seven consecutive twenty-four hour periods, no deduction in salary will be made. Employees shall be guaranteed four consecutive days off following a shift where they are required to work seven or more consecutive days.

4.3 Overtime pay at the rate of one and one-half time the regular rate shall be paid for time worked in excess of eight hours in a twenty-hour period or for time worked in excess of one hundred and sixty hours over twenty-eight consecutive twenty-four hour periods.

4.4 Any Employee called to work after completing their regular shift of eight hours, or attending court on their off-duty time, shall be paid a minimum of three hours at one and one-half times their regular rate of pay.

4.5 Employees shall be given ten days written notice in advance of any schedule change except in case of an emergency.

4.6 Any part-time Employee working 1,040 hours or more per year shall receive all leave benefits which shall be pro-rated to the hours worked. Health insurance eligibility for part time employees will be in accordance with the City of Anacortes personnel policies.

4.7 Police Department Employees shall be allowed to accumulate compensatory time to a total of 42.5 hours. Compensatory time in lieu of overtime pay shall be taken prior to the close of the calendar year and at the convenience of the Employer and the Employee, consistent with the Fair Labor Standards Act. Accrued compensatory time will be deposited into a deferred compensation account or paid out in wages. Employees must inform payroll of their distribution preference by December 10. Employee's compensatory time balance will be distributed on the final check of the calendar year (that is paid on January 5.)

ARTICLE 5 - SENIORITY

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

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

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

5.4 If a vacancy occurs in any job within the bargaining unit, the Employer agrees to give consideration to Employees presently employed.

5.5 In the case of illness or off-the-job accidents, it is agreed that the Employee's position and seniority shall be held up to but not exceeding six months. The Chief retains the right to extend this timeframe if medical documentation indicates that the person will be able to return to work within the next 90 days.

5.6 Twelve months shall be considered to be a trial period during which time the Employer decides the capability and desirability of retaining the new Employee. During

the trial period, employment is at will and the employee shall not have recourse to the grievance procedure to contest any discipline or discharge.

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

ARTICLE 6 - GRIEVANCE

Any disputes arising under this Agreement shall be settled as stated in this Article provided that no employee shall avail himself or herself of this Article if they appeal a dispute to the Civil Service Commission. Any bargaining unit member who is the subject of disciplinary action, including oral or written reprimand and who feels such action is improper, may complain to the Guild and may elect to pursue a grievance regarding disciplinary action through the grievance procedure of this Article, or through the Civil Service Commission but not through both.

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

- Step 1: Any employee and/or guild representative who has a grievance shall present the grievance to the immediate supervisor, either orally or in writing, except where not feasible. All grievances must be presented no later than ten business days from the date of the occurrence of the matter giving rise to the grievance or within ten business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. All efforts will be made to resolve the grievance within ten business days of it being filed.
- Step 2. If a resolution cannot be reached in Step 1 then it shall be submitted in writing to the Police Chief or designee. The grievance shall contain a substantially complete statement of facts, the contractual provisions allegedly violated, and the relief requested. This written grievance shall be presented to the Police Chief or designee no more than ten business days after the initial time period outlined in step one of the grievance procedure. The Police Chief or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten business days with the grievant and Guild, if requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police chief or designee shall provide a written response to the employee and Guild within ten business days following their meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.

Step 3: If the grievance is not settled at Step 2 and the Guild desires to appeal, it shall be referred by the Guild in writing to the Mayor or designee within ten business days after receipt of the City answer in Step 2. Thereafter, the Mayor or designee and the Police Chief or designee, shall meet with the grievant and Guild within ten business days of receipt of the Guild's appeal, if at all possible. If no agreement is reached, the Mayor or designee shall submit a written answer to the Guild within ten business days following the meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.

Arbitration: If the grievance is not settled in Step 3 and the Guild wishes to appeal the grievance from Step 3, the Guild may refer the grievance to arbitration, as described below, within twenty calendar days of receipt of the written answer as provided to the Guild at Step 3.

(a) The parties should attempt to agree upon an arbitrator within five business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five day period, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of nine arbitrators from which list the arbitrator shall be selected alternatively striking one name from the list until one name shall remain.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place of the hearing, subject to the availability of Guild and City Representatives.

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

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

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

(f) The fees and the arbitrator shall be borne by the losing party, provided, however, that each party shall be responsible for compensating its own representatives and witness.

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

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

ARTICLE 7 – HOLIDAYS

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

New Years Day	(First Day of January)
Martin Luther King Day	(Third Monday in January)
Presidents Day	(Third Monday in February)
Memorial Day	(Last Monday of May)
Independence Day	(July 4 th)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Day after Thanksgiving	(Day Immediately Following Thanksgiving)
Christmas Day	(December 25)
Personal Holiday (2)	

7.2 A personal holiday is time that an employee may select to be away from the office. An employee may not work on a personal holiday. An Employee may take their personal holiday hours at such time as is mutually agreeable between the employee and their Department Head. The personal holiday shall be pro-rated during the year. In the event of an employee's termination, any personal holiday used but not yet accrued shall be deducted from the employee's final paycheck.

7.3 When a holiday falls on Saturday the preceding Friday shall be declared a legal holiday. When the holiday falls on Sunday, the following Monday shall be declared the legal holiday.

7.4 If an employee covered by this agreement works on any of the above named holidays, they shall be guaranteed payment at the rate of one and one half times their regular hourly rate of pay for the actual hours worked. This compensation is in addition to their regular monthly wage.

7.5 Management maintains the right to determine the number of personnel assigned to work on holidays.

ARTICLE 8 – VACATION

8.1 Vacation leave shall accrue as follows:

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

8.2 The Employer shall not unreasonably deny leave requests, consistent with the needs of the Department. Vacation requests shall be submitted prior to January 2nd of each year. Such requests shall be decided on a seniority basis. Request submitted after January 2nd for the calendar year shall be allocated on a first come, first serve basis. The Employer shall waive the maximum carryover restriction on vacation leave if the employee is required to cancel a scheduled vacation due to the requirements of the Employer.

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

8.4 Vacation leave is to be deducted on an hour-for-hour basis.

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

ARTICLE 9 - SICK LEAVE

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

9.2 Sick leave shall be computed exclusive of holidays.

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

9.4 Notification of absence due to sickness shall be given to the City as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Dept. Head), but no later than two hours before the start of the employee's work shift unless it is shown that such notification was unreasonable or not practical. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

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

9.6 An employee who is eligible for retirement under the applicable DRS retirement plan is eligible for a cash out of a portion of their unused sick leave proportionate to their sick leave balance. Sick leave cash out is prorated for part time employees based on full time equivalency at retirement.

Sick Leave Balance at Retirement	Percent Cash out
0-800 Hours	0%
801-1251 Hours	18% of unused sick leave hours
1251-1440 hours	25% of unused sick leave hours

Unused sick leave is not cashed out upon separation other than retirement.

ARTICLE 10 - BEREAVEMENT

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

10.2 Regular part-time employees who are scheduled to work twenty or more hours per week are eligible to receive Bereavement Leave. The amount of leave allowed will be based on a pro rata basis that relates the average number of hours per week worked to a regular forty-hour week. (For example, a part-time employee working twenty hours per week would be eligible for one half the paid time-off that a full-time employee receives.)

ARTICLE 11 - RECORDS

11.1 The Employer shall keep records of attendance and absence so as to provide all necessary information regarding annual leave and sick leave.

11.2 Personnel Files- Written reprimands will be removed from the employee's personnel file after three years from the date said action was finalized provided that no further reprimands of a like nature have been issued within this three-year period. An employee may request the removal of a written reprimand after a two-year period. This limitation shall not apply to suspensions or demotions. Reprimands or discipline

resulting from serious infractions against members of the public or other City employees, such as discrimination, sexual harassment or moral turpitude will be removed from personnel files after ten years as long as no similar incidents have occurred.

ARTICLE 12 – HEALTH AND WELFARE COVERAGE

12.1 Medical Insurance Plans

- (a) The City will provide employees with the following plans: AWC Healthfirst High Deductible Health Plan, Kaiser Permanente High Deductible Health Plan, AWC Healthfirst \$250 plan, or Kaiser Permanente Access PPO, all as offered through the Association of Washington Cities Benefit Trust.

12.2 Premiums

- i) For employees choosing the HealthFirst \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents.
 - (1) For employees choosing the Kaiser Permanente PPO \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents. The City will share fifty percent (50%) of the premium cost savings difference between the Kaiser Permanente PPO \$250 plan and the Healthfirst \$250 plan to be paid on each pay period.
- ii) In 2018, 2019, and 2020 the City will pay 100% of the premium costs of medical insurance for employees and their dependents who select an AWC High Deductible Health Plan.
 - (1) For employees enrolled on an AWC High Deductible Health Plan, the City will contribute fifty percent (50%) of the premium cost savings between the AWC High Deductible Plan and the Healthfirst \$250 plan to be contributed into the employee's HSA on each pay period.
 - (2) An employee may elect to have up to \$1000 (employee only) or \$2000 (family) cashed out from accrued vacation and transferred into the HSA on the January 5 payday so long as the employee's vacation balance does not fall below 40 hours. The IRS determines the inflation adjusted HSA contribution maximum. (Vacation contributions by the employee will trigger the employer match. The employer match will be deposited into the HSA account throughout the year equally on each payday.)
- iii) For employees enrolled on Dual Insurance, the employee will receive an incentive equivalent to 50% of the Kaiser Permanente Access PPO Healthcare premiums that the City would otherwise contribute to health insure the dependents.

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

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

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

12.6 Life Insurance. The City agrees to pay 100% of the premium for a group term life, accidental death and dismemberment insurance policy for each employee in the amount \$10,000 and \$1000 for dependents 6 months and older as offered through the Association of Washington Cities. The life plan in effect at the time of this Agreement is through Standard as offered through the Association of Washington Cities.

12.7 Short Term Disability. The City agrees to pay 100% of the premium for a group short term disability insurance policy. The short term disability plan in effect at the time of this Agreement is with Sun Life.

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

ARTICLE 13- MANAGEMENT'S RIGHTS

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

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

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

13.4 Except as otherwise provided herein, the Employer shall decide all questions as to lay-offs, subject to the right of the Guild to request and discuss with the Employer the reason for any layoffs involving bargaining unit positions. The Employer and Guild shall bargain over the effects of any such layoffs on individual employees. The Employer shall have the right to determine reasonable schedules of work and to establish the

methods or processes by which such work is performed in accordance with Article 4 of this Agreement.

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

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

ARTICLE 14 - EMPLOYMENT

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

ARTICLE 15 - CIVIL SERVICE STATUTES

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

ARTICLE 16 - CONTINUOUS OPERATION

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

ARTICLE 17 – WAGES

17.1 The Guild shall submit all items for negotiations, including wages, prior to June 15th of the year in which the bargaining agreement expires.

17.2 If an Employee is temporarily assigned in writing by the Police Chief or designee to a higher-paid classification, the Employee shall receive the higher rate of base pay for working that classification for all hours so worked. No Employee shall be subject to

censure when assigned to a position for which he has not been properly trained. In the event any Employee is temporarily shifted for the Employer's convenience to a position paying a lesser wage than the rate for his regular position, no reduction in wage shall be made. The Employer may with the Employee's consent transfer the employee to another job which is vacant and pay the regular rate for the top step of that position, as an alternative to layoff. If the former position is renewed the Employer shall automatically reinstate the Employee to the former position.

17.3 Wages shall be paid by the Employer on a bimonthly basis. Effective March 2007, paydays are on the 5th and 20th of the month.

17.4 The salary schedule will reflect the following wage increases from the January 1, 2017 wage schedule:

3/1/2018	2.2%
1/1/2019	2.0%
1/1/2020	2.0%

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

17.6 **Multilingual Incentive:** Employees who have been independently verified, by a contractor of the City's choice, to be functionally fluent in a foreign languages will receive an incentive pay premium of fifty dollars (\$50.00) per month.

17.7 **Evidence/Property Custodian Incentive:** Employees assigned as the Evidence/Property Custodian will receive an incentive pay premium of fifty dollars (\$50.00) per month.

17.8 **Lead Assignment.** An employee assigned by APD management as the Records Support Lead will receive an incentive pay premium of one hundred dollars (\$100.00) per month.

ARTICLE 18 - FRINGE BENEFITS

18.1 Monthly Guild dues for each Employee shall be by payroll deduction provided the employee has a valid dues deduction authorization on file. Dues are collected on a bimonthly basis.

18.2 Longevity pay shall start after five (5) years employment at the rate of two dollars (\$2.00) per month for every year worked to a maximum of twenty (20) years. After five (5) years, longevity pay would be ten dollars (\$10.00) with two dollars (\$2.00) per month added every year until a total of forty dollars (\$40.00) longevity per month is reached.

18.3 Clothing and Equipment

18.3.1 Uniforms and protective clothing.

The Employer agrees to furnish and replace as necessary all required uniforms and protective clothing for all members. In addition, the Employer agrees to all cleaning and care of the uniforms and protective clothing required by the Employer. The complete list of issued equipment is attached.

City Issued Equipment:

Support Personnel Uniform

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 2 Pants
- 1 Sweater or Jacket
- 1 Belt

A footwear allowance of \$100.00 per year for closed toe, black shoes that match uniform.

Community Service Officer & Code Enforcement Officer Uniform/ Equipment

- 3 Short Sleeve Shirts
- 3 Long Sleeve Shirts
- 3 Uniform Pants
- Footwear allowance of \$125.00 per year plus tax and shipping charges
- 1 Uniform jacket with removable fleece liner

- 1 Uniform Badge
- 1 Pair Gloves
- 1 Jumpsuit (upon completion of probation period for CEO assigned to animal control)

Name Tags provided on all items of clothing that require one

- 1 Uniform Flashlight
- 1 Uniform Belt Pant
- 1 Duty Belt

- 1 Defensive Spray (with Case)
- 4 Belt Keeper
- 1 Key Holder
- 1 Knife (with case)
- 1 Portable Radio (with case)

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

18.3.3 Cleaning. The Employer shall pay one hundred percent of the cost necessary to clean each employee's uniform through a cleaning service provided by the Employer.

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

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

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

ARTICLE 19 - PROFICIENCY SYSTEM

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

Proficiency Levels

Step 1	Step 2	Step 3	Step 4	Step 5
Normal hiring rate	After one year of service	After 2 years of service	After 3 years of service	After 4 years of service

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

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

ARTICLE 20 - WORK STOPPAGES

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

ARTICLE 21 - INTERNAL INVESTIGATIONS

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

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

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

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

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

21.6 When an employee, whether on or off duty, uses force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for twelve (12) hours after the incident except that promptly following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait twelve (12) hours.

ARTICLE 22 - PSYCHOLOGICAL / MEDICAL EVALUATIONS

22.1 Initial Evaluation

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

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

22.1.3 Results of the Test. The doctor will issue a written report to the City and the employee. The report shall indicate whether the employee is fit or unfit for duty or requires modified work conditions. The report shall also indicate the reasons for the

doctor's conclusion. If the doctor believes the employee is fit for duty but needs modified work conditions, the doctor will also indicate what modifications are necessary and the extent or duration projected of the modification. Except as provided herein, the doctor will keep confidential all data made available to him or her on a confidential basis.

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

22.3 Medical Arbitration.

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

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

ARTICLE 23 - PERSONNEL RECORDS

23.1 Outside Inquiries. Upon receiving a request for all or part of a personnel file or internal investigation file, the affected employee shall be notified of the request. The employee shall be given three (3) working days to provide any reasons for not releasing the requested documents. If the City concludes that the documents should not be released, it will not release the documents and will provide a defense in court, if necessary. If the City concludes the documents should be released, it will so notify the affected employee. The documents will not be released until the employee has had a reasonable opportunity to prevent the release under RCW 42.56.540 at the expense of the Guild or the employee. The Guild will indemnify and hold harmless the City from any damages or expenses incurred by the City as a result of a delay in the production of the records pursuant to this section.

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

23.3 Employees shall not have any disciplinary action entered in their personnel file without having first read and signed the document. Should an employee refuse to sign,

that fact shall be noted on the document and the document may be placed in the personnel file.

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

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

ARTICLE 24 - PROTECTED SPEECH

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

ARTICLE 25 - TOBACCO POLICY

The City of Anacortes complies with all applicable federal, state, and local regulations regarding tobacco use in the workplace and provides a work environment that promotes productivity and the wellbeing of its employees. The use of tobacco in the workplace is now in violation of the law in the State of Washington. Accordingly, the use of smoking and smokeless tobacco products are restricted in all of its facilities.

Tobacco use is prohibited inside all City of Anacortes facilities, including City-owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices. The smoking policy applies to employees during working time and anytime in uniform. Smoking is only allowed in designated outside areas that are at least 25 feet from building entrances and exits, windows that open, and ventilation intakes. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of coworkers with regard to the smoking policy. Smokers have a special obligation to keep smoking areas litter-free and not to abuse break and work rules. Employees who violate the policy may be subject to disciplinary action.

ARTICLE 26 - PHYSICAL FITNESS

The City and the Guild recognize that a physically fit workforce can reduce illness and injuries requiring the use of sick leave. A sick leave buyback provides incentive to reduce the use of sick leave. Employees are encouraged, but not required, to participate in the physical fitness assessment conducted by the department and shall be given the opportunity on duty to perform the test up to two times each year. Employees will be provided 60 day advance notice of the testing dates.

The City and the Guild agrees to utilize the current WA State Criminal Justice Training Commission physical fitness standards as the scoring criteria for the physical fitness tests (sit-ups, push-ups, 1.5 mile run). This does not have a separate component for gender or age. There are a total of 150 points available.

- 1%- 90-112.4 points
- 2% 112.5-134.9 points
- 3% 135 points +

Those employees who meet the standard in a given year shall receive a percentage of their accrued sick leave bought out at retirement. Each year that an employee participates successfully in the program they earn an additional percentage of sick leave buyout. This benefit is in addition to the sick leave buyout provision upon retirement.

Employees are encouraged, but not required, to participate in the physical fitness assessment conducted by the department and shall be given the opportunity on duty to perform the test up to two times each year. Employees will be provided 60 day advance notice of the testing dates.

ARTICLE 27 - DRUG AND ALCOHOL TESTING

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

Employees must report their use of over-the-counter or prescribed medications to the Police Chief if the use might impair their ability to perform their job safely and effectively. A determination will then be made as to whether the employee should be able to perform the essential functions of the job safely and properly.

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

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

ARTICLE 28 - HARASSMENT

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

ARTICLE 29 - ENTIRE AGREEMENT

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

29.2 Both City and the Guild acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

29.3 Both City and the Guild, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter even though such subjects or matters may not have been within the knowledge for contemplation of either or both of the parties at the time they negotiated or signed the Agreement.

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

ARTICLE 30 - SAVINGS CLAUSE

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

ARTICLE 31 - AGREEMENT DURATION

The Agreement shall be and remain in full force and effect from March 1, 2018 through December 31, 2020. All provisions herein are subject to existing laws and ordinances and any provision found to be in conflict shall be void.

SIGNED THIS ____ DAY OF FEBRUARY 2018.

ANACORTES POLICE SERVICES
GUILD
BY:

CITY OF ANACORTES, WA
BY:

Judy Beyer
NON COMMISSIONED GUILD
REPRESENTATIVE

Emily Schuh
ADMINISTRATIVE SERVICES
DIRECTOR

ANACORTES POLICE SERVICES BY:

CITY OF ANACORTES, WA

Chad Pruiett
GUILD PRESIDENT GUILD

BY:

John Small
CHIEF OF POLICE

BY:

ATTEST:

Rob Leetz
GUILD VICE-PRESIDENT

Steve Hoglund
CITY CLERK - TREASURER

ADDENDUM A – WAGES

2018 Non Commissioned Police Guild Wage Schedule (Wage Increase effective 3/1/2018)																			
2.2% COLA Adjustment to Wage Scale (effective 3/1/18)		Monthly Rate	1.03					Hourly Rate							Annual Salary				
	3.0% between each step	Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5	
	Level NC1	3,973.53	4,092.74	4,215.52	4,341.99	4,472.25	NC1	22.92	23.61	24.32	25.05	25.80	NC1	\$47,682.41	\$49,112.88	\$50,586.27	\$52,103.86	\$53,666.97	
	Level NC2	4,090.78	4,213.50	4,339.90	4,470.10	4,604.20	NC2	23.60	24.31	25.04	25.79	26.56	NC2	\$49,089.31	\$50,561.99	\$52,078.85	\$53,641.22	\$55,250.45	
	Level NC3	4,211.54	4,337.88	4,468.02	4,602.06	4,740.12	NC3	24.30	25.03	25.78	26.55	27.35	NC3	\$50,538.42	\$52,054.57	\$53,616.21	\$55,224.70	\$56,881.44	
Records Support	Level NC4	4,335.92	4,465.99	4,599.97	4,737.97	4,880.11	NC4	25.01	25.77	26.54	27.33	28.15	NC4	\$52,031.00	\$53,591.93	\$55,199.69	\$56,855.88	\$58,561.35	
	Level NC5	4,464.03	4,597.95	4,735.89	4,877.97	5,024.31	NC5	25.75	26.53	27.32	28.14	28.99	NC5	\$53,568.36	\$55,175.41	\$56,830.68	\$58,535.60	\$60,291.66	
	Level NC6	4,595.99	4,733.87	4,875.88	5,022.16	5,172.82	NC6	26.52	27.31	28.13	28.97	29.84	NC6	\$55,151.84	\$56,806.40	\$58,510.59	\$60,265.91	\$62,073.89	
Code Enforcement Officer/Animal Control; Community Service Officer	Level NC7	4,731.90	4,873.86	5,020.08	5,170.68	5,325.80	NC7	27.30	28.12	28.96	29.83	30.73	NC7	\$56,782.83	\$58,486.31	\$60,240.90	\$62,048.13	\$63,909.57	
	Level NC8	4,871.90	5,018.05	5,168.59	5,323.65	5,483.36	NC8	28.11	28.95	29.82	30.71	31.63	NC8	\$58,462.74	\$60,216.63	\$62,023.13	\$63,883.82	\$65,800.33	
	Level NC9	5,016.09	5,166.57	5,321.57	5,481.21	5,645.65	NC9	28.94	29.81	30.70	31.62	32.57	NC9	\$60,193.06	\$61,998.85	\$63,858.81	\$65,774.58	\$67,747.82	
	Level NC10	5,164.61	5,319.54	5,479.13	5,643.51	5,812.81	NC10	29.80	30.69	31.61	32.56	33.54	NC10	\$61,975.28	\$63,834.54	\$65,749.57	\$67,722.06	\$69,753.72	

2019 Non Commissioned Police Guild Wage Schedule																			
2.0% COLA Adjustment to Wage Scale		Monthly Rate	1.03					Hourly Rate							Annual Salary				
Position	3.0% between each step	Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5	
	Level NC1	4,053.00	4,174.59	4,299.83	4,426.83	4,561.89	NC1	23.38	24.08	24.81	25.55	26.32	NC1	\$48,836.06	\$50,095.14	\$51,597.99	\$53,145.93	\$54,740.31	
	Level NC2	4,172.59	4,297.77	4,426.70	4,559.50	4,696.29	NC2	24.07	24.79	25.54	26.30	27.09	NC2	\$50,071.10	\$51,573.23	\$53,120.43	\$54,714.04	\$56,355.46	
	Level NC3	4,295.77	4,424.64	4,557.38	4,694.10	4,834.92	NC3	24.78	25.53	26.29	27.08	27.89	NC3	\$51,549.19	\$53,095.66	\$54,688.53	\$56,329.19	\$58,019.07	
Records Support	Level NC4	4,422.64	4,555.31	4,691.87	4,832.73	4,977.71	NC4	25.52	26.28	27.07	27.88	28.72	NC4	\$53,071.62	\$54,663.77	\$56,303.68	\$57,992.80	\$59,732.58	
	Level NC5	4,553.31	4,689.91	4,830.81	4,975.53	5,124.79	NC5	26.27	27.06	27.87	28.70	29.57	NC5	\$54,639.73	\$56,278.92	\$57,967.29	\$59,706.31	\$61,497.50	
	Level NC6	4,687.91	4,828.54	4,973.40	5,122.80	5,276.28	NC6	27.05	27.86	28.69	29.55	30.44	NC6	\$56,254.88	\$57,942.53	\$59,680.80	\$61,471.23	\$63,315.36	
Code Enforcement Officer/Animal Control; Community Service Officer	Level NC7	4,826.54	4,971.34	5,120.48	5,274.09	5,432.31	NC7	27.85	28.68	29.54	30.43	31.34	NC7	\$57,918.49	\$59,656.04	\$61,445.72	\$63,289.09	\$65,187.77	
	Level NC8	4,969.33	5,118.41	5,271.97	5,430.12	5,593.03	NC8	28.67	29.53	30.42	31.33	32.27	NC8	\$59,632.00	\$61,420.96	\$63,263.59	\$65,161.50	\$67,116.34	
	Level NC9	5,116.41	5,269.90	5,428.00	5,590.84	5,758.56	NC9	29.52	30.40	31.32	32.25	33.22	NC9	\$61,396.92	\$63,238.83	\$65,135.99	\$67,090.07	\$69,102.77	
	Level NC10	5,267.90	5,425.94	5,588.71	5,756.38	5,929.07	NC10	30.39	31.30	32.24	33.21	34.21	NC10	\$63,214.78	\$65,111.23	\$67,064.56	\$69,076.50	\$71,148.80	

2020 Non Commissioned Police Guild Wage Schedule																				
2.0% COLA Adjustment to Wage Scale		Monthly Rate	1.03					Hourly Rate							Annual Salary					
Position	3.0% between each step	Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5		
	Level NC1	4,134.06	4,258.09	4,385.83	4,517.40	4,652.93	NC1	23.85	24.57	25.30	26.06	26.84	NC1	\$49,808.78	\$51,087.04	\$52,629.95	\$54,208.85	\$55,835.12		
	Level NC2	4,256.04	4,383.72	4,515.24	4,650.69	4,790.21	NC2	24.55	25.29	26.05	26.83	27.64	NC2	\$51,072.52	\$52,804.69	\$54,182.84	\$55,808.32	\$57,482.57		
	Level NC3	4,381.68	4,513.13	4,648.53	4,787.98	4,931.62	NC3	25.28	26.04	26.82	27.62	28.45	NC3	\$52,580.17	\$54,157.58	\$55,782.30	\$57,455.77	\$59,179.45		
Records Support	Level NC4	4,511.09	4,646.42	4,785.81	4,929.39	5,077.27	NC4	26.03	26.81	27.61	28.44	29.29	NC4	\$54,133.06	\$55,757.05	\$57,429.76	\$59,152.65	\$60,927.23		
	Level NC5	4,644.38	4,783.71	4,927.22	5,075.04	5,227.29	NC5	26.79	27.60	28.43	29.28	30.16	NC5	\$55,732.52	\$57,404.50	\$59,126.64	\$60,900.43	\$62,727.45		
	Level NC6	4,781.66	4,925.11	5,072.87	5,225.05	5,381.81	NC6	27.59	28.41	29.27	30.14	31.05	NC6	\$57,379.98	\$59,101.38	\$60,874.42	\$62,700.65	\$64,581.67		
Code Enforcement Officer/Animal Control; Community Service Officer																				
	Level NC7	4,923.07	5,070.78	5,222.89	5,379.57	5,540.96	NC7	28.40	29.25	30.13	31.04	31.97	NC7	\$59,076.86	\$60,849.16	\$62,674.64	\$64,554.88	\$66,491.52		
	Level NC8	5,068.72	5,220.78	5,377.41	5,538.73	5,704.89	NC8	29.24	30.12	31.02	31.95	32.91	NC8	\$60,824.64	\$62,649.38	\$64,528.86	\$66,464.73	\$68,458.67		
	Level NC9	5,218.74	5,375.30	5,536.56	5,702.66	5,873.74	NC9	30.11	31.01	31.94	32.90	33.89	NC9	\$62,624.86	\$64,503.60	\$66,438.71	\$68,431.87	\$70,484.83		
	Level NC10	5,373.26	5,534.45	5,700.49	5,871.50	6,047.65	NC10	31.00	31.93	32.89	33.87	34.89	NC10	\$64,479.08	\$66,413.45	\$68,405.86	\$70,458.03	\$72,571.77		

ADDENDUM B Alternative Work Schedule

The Fair Labor Standards Act (FLSA) requires that non-exempt employees be paid overtime for all hours worked over forty during the work week. The work week consists of seven consecutive 24-hour periods, and the employer retains the right to designate when the work period begins and ends. The defined work week is not required to be the same for all employees.

Because the City does not want to incur additional costs by allowing employees to choose alternative work schedules, non-exempt employees must select an alternative schedule which does not require more than 40 hours/week. This may require employees to also request a different work week designation.

The following are examples of alternative work schedules for non-exempt employees:

EXAMPLE #1: Compressed Work week 9/80

Work Week Start/End Friday noon – Friday 11:59 a.m.

Week 1

Day	F	S	S	M	T	W	T	F
Schedule	---	---	---	7-5	7-5	7-5	7-5	7-11
# Hours	0	0	0	9	9	9	9	4

Total hours worked = 40

Week 2

Day	F	S	S	M	T	W	T	F
Schedule	12-4	---	---	7-5	7-5	7-5	7-5	---
# Hours	4	0	0	9	9	9	9	0

Total hours worked = 40

In this example, the employee has every other Friday off. This can be done because the work week is defined as Friday noon to Friday at 11:59 a.m. In this example as well, once the employee has worked 40 hours in the defined work week, additional hours worked are paid at the overtime rate.

Human Resources is available to work with employees to determine compliance with FLSA requirements.

Accruing and Using Sick and Vacation Leave and Holiday Pay

Sick leave and vacation leave will continue to accrue at the regular rate. When an employee takes a full day of sick or vacation leave, the time charged will be equivalent to the full number of hours the employee was scheduled to work. This compensates for actual time absent for regularly scheduled work hours.

When a paid holiday falls on an employee's regularly scheduled work day, the employee will be paid eight hours of holiday pay. If the regularly scheduled work day is greater than

8 hours, the employee is required to use either vacation, compensatory time earned, or personal holiday to make up for the additional time the employee was scheduled to work in excess of the 8 hours of holiday pay.

When a paid holiday falls on an employee's regularly scheduled day off, the employee will record 8 hours of holiday flex on their timesheet for the holiday. The holiday flex hours must be used within the pay period that it is earned; unless mutually agreed upon otherwise between the City and the employee.

ALTERNATIVE WORK SCHEDULE APPLICATION
(Employee)

Employee Name: _____

Date Requested Submitted: _____

Dept./Division: _____

Proposed Effective Date: _____

Position: _____

Circle one: Exempt

Non-Exempt

Description of Proposed
Alternative Work Schedule: _____

Work week start/end: _____

Day								
Schedule								
# Hours								

Day								
Schedule								
# Hours								

Day								
Schedule								
# Hours								

Reason for Request: _____

Potential Problems/Recommended Solutions: _____

Employee Signature _____

Date _____

ALTERNATIVE WORK SCHEDULE APPLICATION
(Supervisor)

Employee Name: _____ Dept./Division: _____

Position: _____ Supervisor: _____

_____ I recommend approval of the purposed alternative work schedule
and have provided additional supportive information below.

_____ I recommend the proposed alternative work schedule be denied
and have noted my concerns below.

Comments: _____

Supervisor Signature

Date

Human Resource Dept Recommendation: _____ Approved _____ Denied

Comments/Notes: _____

Review for FLSA (Fair Labor Standards Act) Compliance: _____

Human Resources Director

Date

Effective Date: _____

Trial Period Review Date: _____

RESOLUTION NO. 2008

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE CITY OF ANACORTES AND
THE ANACORTES POLICE SERVICES GUILD
NON COMMISSIONED EMPLOYEES**

WHEREAS, the City of Anacortes and the Anacortes Police Services Guild (Non Commissioned Employees), have met, negotiated, mediated, and agreed upon a Collective Bargaining Agreement for the duration of March 1, 2018 – December 31, 2020 setting forth wages, working conditions, and other matters subject to bargaining; now, therefore,

**IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ANACORTES, WASHINGTON, AS FOLLOWS:**

That the certain Agreement by and between the City of Anacortes and the Anacortes Police Services Guild (Non Commissioned Employees), a copy of which is attached hereto and by this reference made a part hereof, be and it is in all respects ratified and approved and the Mayor and City Clerk are authorized and directed to execute the same as the official act and deed of the City of Anacortes.

Dated this 5th day of February 2018.

CITY OF ANACORTES, WASHINGTON

By

Laurie M. Gere, Mayor

ATTEST:

Steve Hoglund, City Clerk

EMERGENCY MEDICAL SERVICES



EMS MEASUREMENT OUTPUTS



Unit Hour Utilization (UHU)

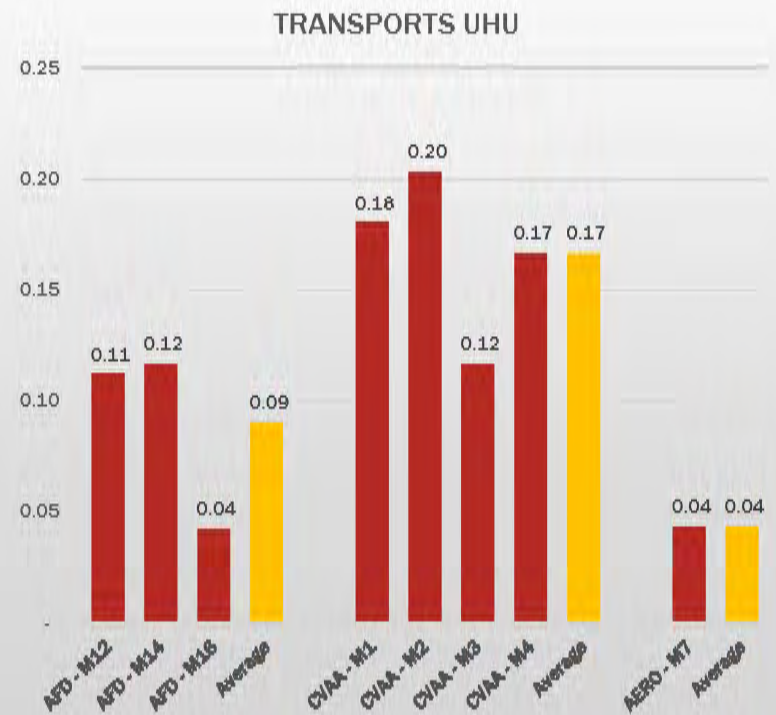
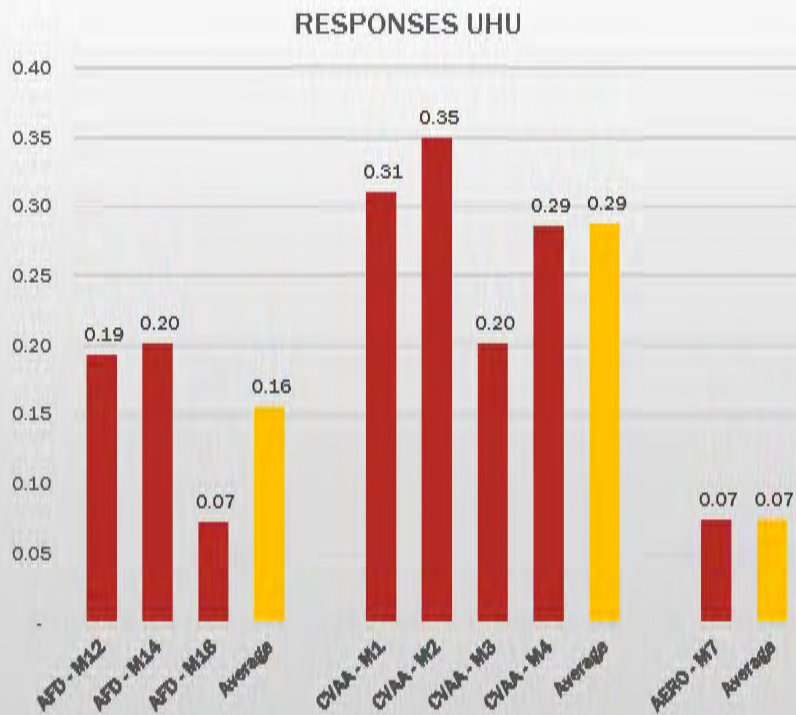
Response Times (RT)

Key Performance indicators (KPI)

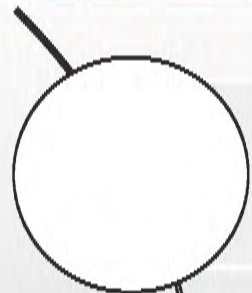
UHU - UNIT HOUR UTILIZATION

- Measure of Workload/Efficiency, usually measuring transports versus the hours an ambulance is service.
 - STEP 1: Hours Medic Unit Available X Period Measured. (24 Hours X 365 = 8,760 Unit Hours)
 - STEP 2: Responses or Transports /Unit Hours provided. (1,200 Responses/ 8760 = UHU .13)
- Single mission ambulance service maximize the UHU at 55% or .55
- Dual Role Fire Ag/EMS Agencies maximize the UHU at 25% or .25
- Other Factors to consider along with UHU:
 - Population/Call Density locations
 - Geography/Street Network

UNIT HOUR UTILIZATION (11 Months 2017)



EMS MEASUREMENT OUTPUTS



Unit Hour Utilization (UHU)

Response Times (RT)

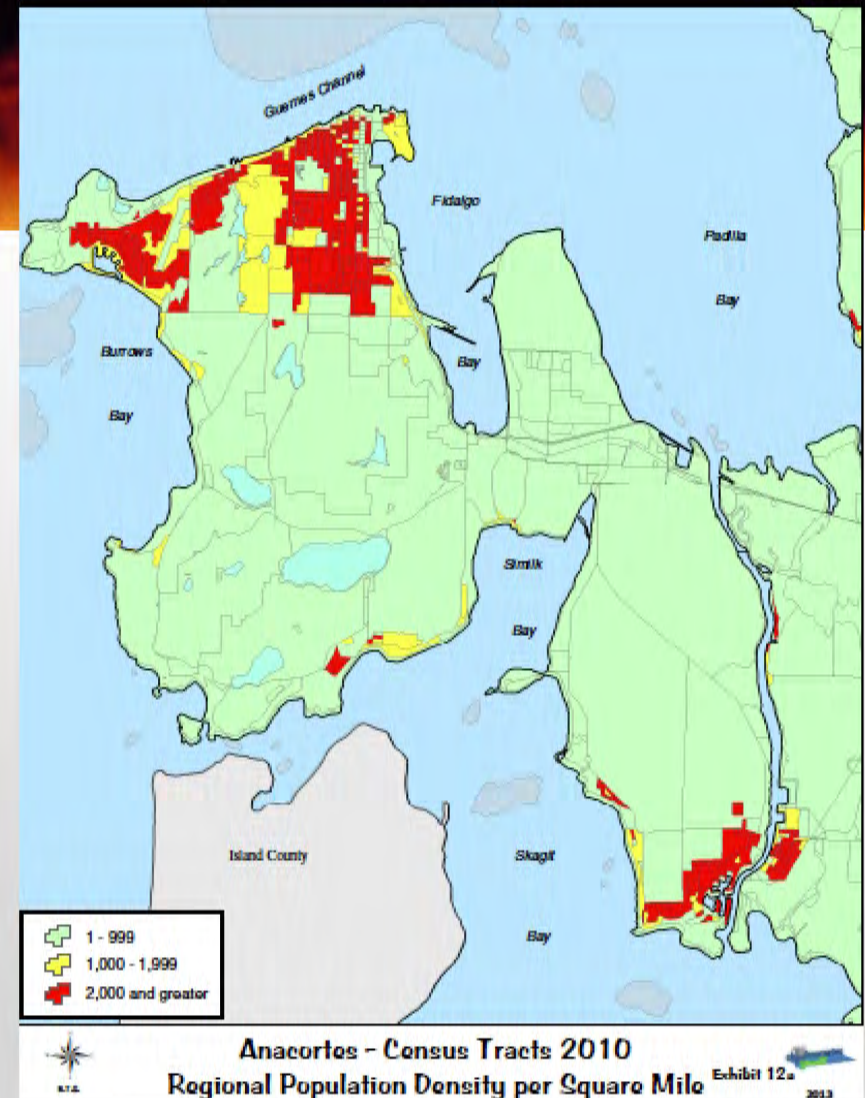
Key Performance indicators (KPI)

RT – RESPONSE TIMES (90%)

911 Call	911 Process	AFD Turnout	AFD Travel Time	AFD Arrive
30 Sec				
	60 Sec			
		60 Sec		
			360 Sec	
				30 Sec
< RESPONSE TIME (7 1/2 Mins) >				
< SYSTEM REACTION TIME (9 Minutes) >				

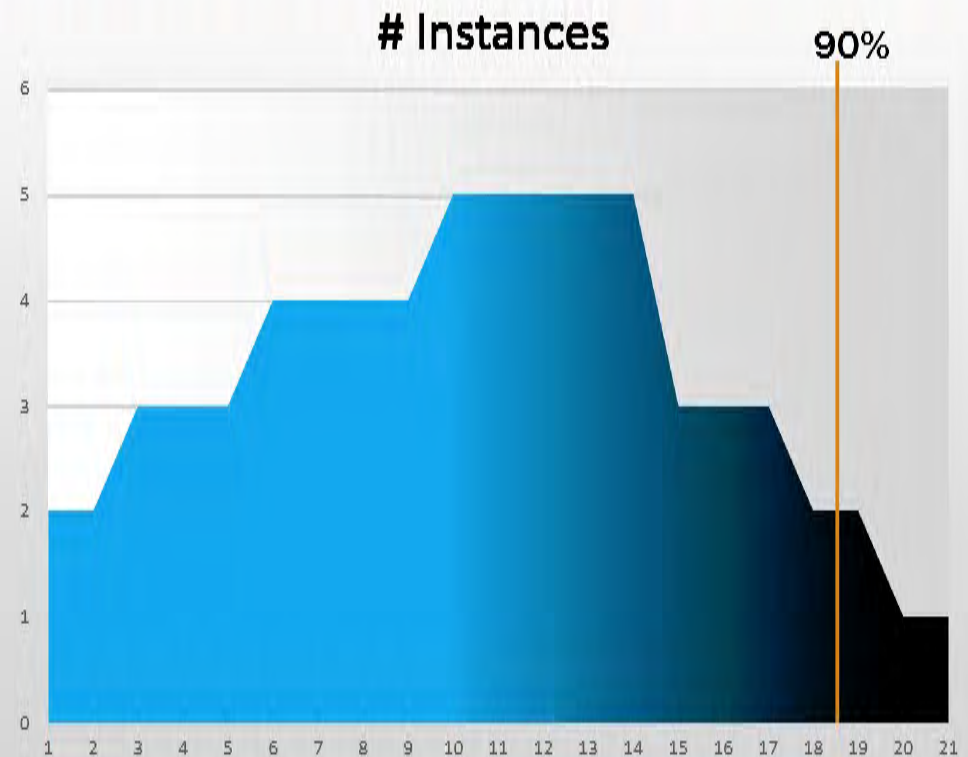
EMS Response Standards

- Ambulance Service Area - 85 Square Miles
 - Red – Urban - 8 Mins
 - Yellow – Suburban - 15 Mins
 - Green – Rural - 45 Mins

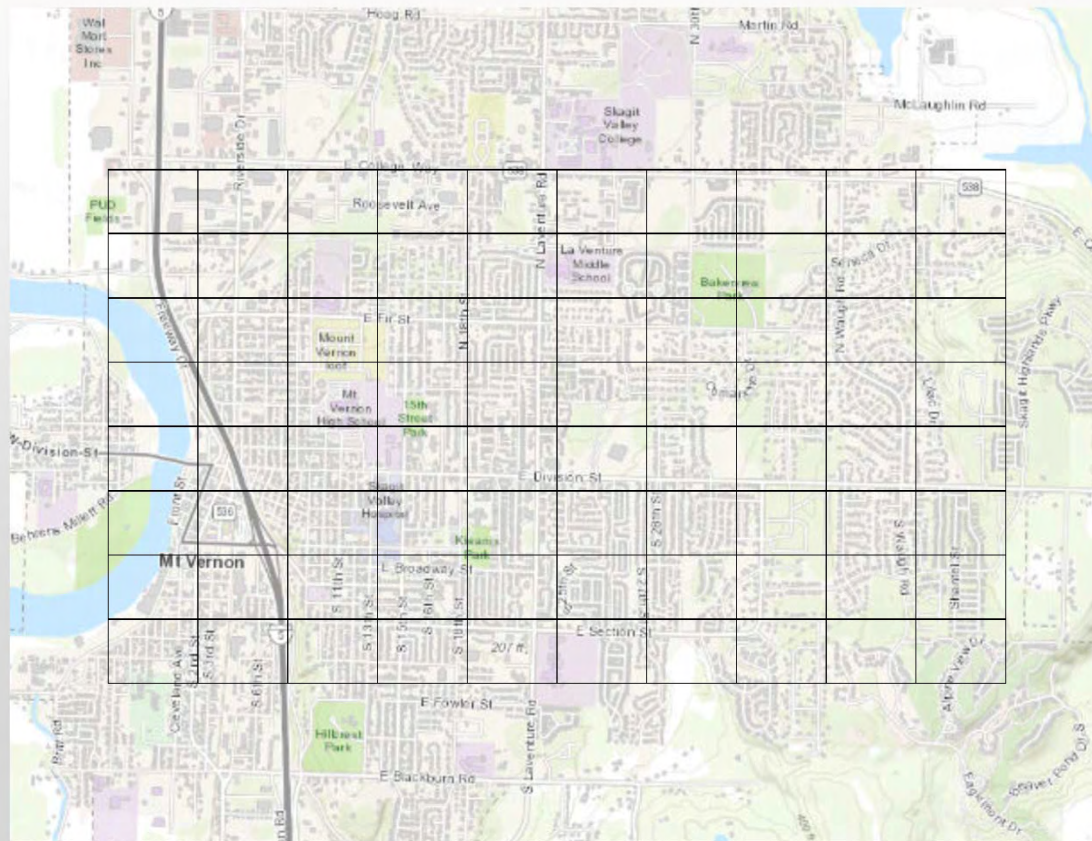


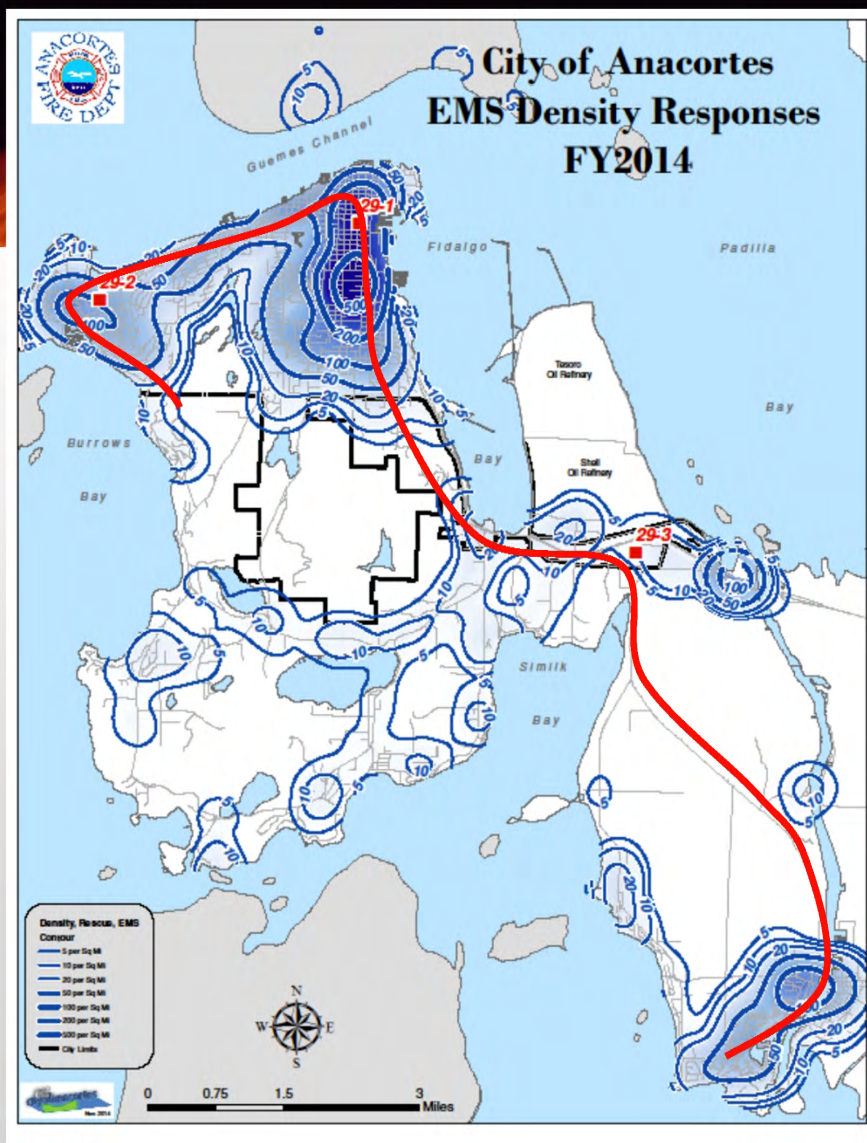
RT – RESPONSE TIMES (90%)

Type of Med	RT	# Instances
Aid	2	2
Aid NP	2	2
Aid	3	3
MED	3	3
Aid	3	3
MED	4	4
MED	4	4
MED	4	4
MED	4	4
Aid	5	5
Aid NP	5	5
Aid	5	5
Aid NP	5	5
Aid NP	5	5
Aid	6	3
Aid NP	6	3
MED	6	3
MED	7	2
MED	7	2
MED	8	1
MED	9	1

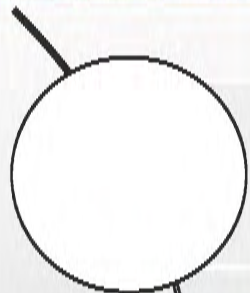


City of Mount Vernon - Street Network

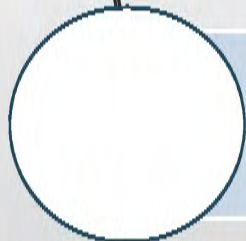




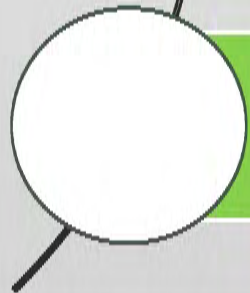
EMS MEASUREMENT OUTPUTS



Unit Hour Utilization (UHU)



Response Times (RT)



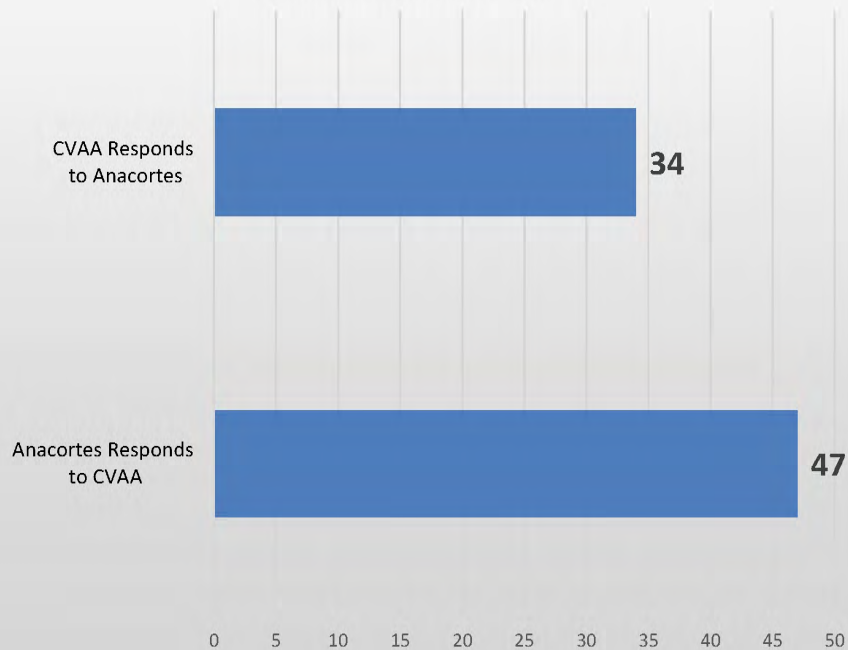
Key Performance indicators (KPI)

KPI's – KEY PERFORMANCE INDICATORS

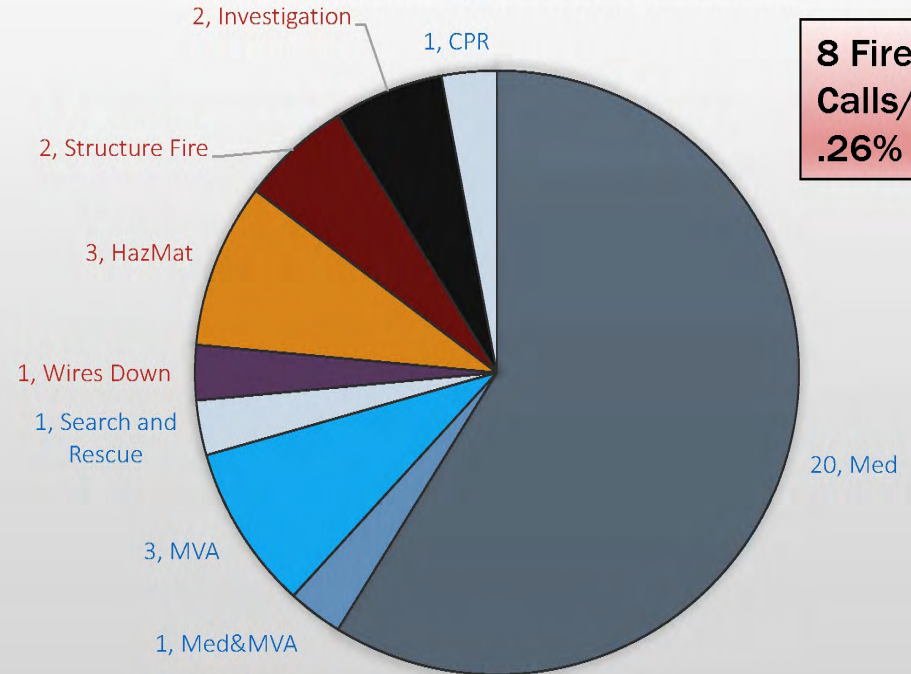
1. Critical Trauma Patient Management:
 - EMS scene time less than 10 minutes on trauma patients.
2. Heart Failure Patient Management
3. Asthma Patient Management
4. Seizure Patient Management
5. Chest Pain Patient Management
 - Percent of patients 35 years old or who received aspirin.
6. Stroke/TIA Patient Management
7. Cardiac Arrest Patient Management
 - Defibrillated in less than 8 minutes, from time the 911.
8. Airway Patient Management:
 - Percent of patients intubated with “first-pass” success.

Mutual Response

2017 January through November
CAD DATA FROM SKAGIT 911



TYPES OF CALLS ANACORTES ASSIGNED



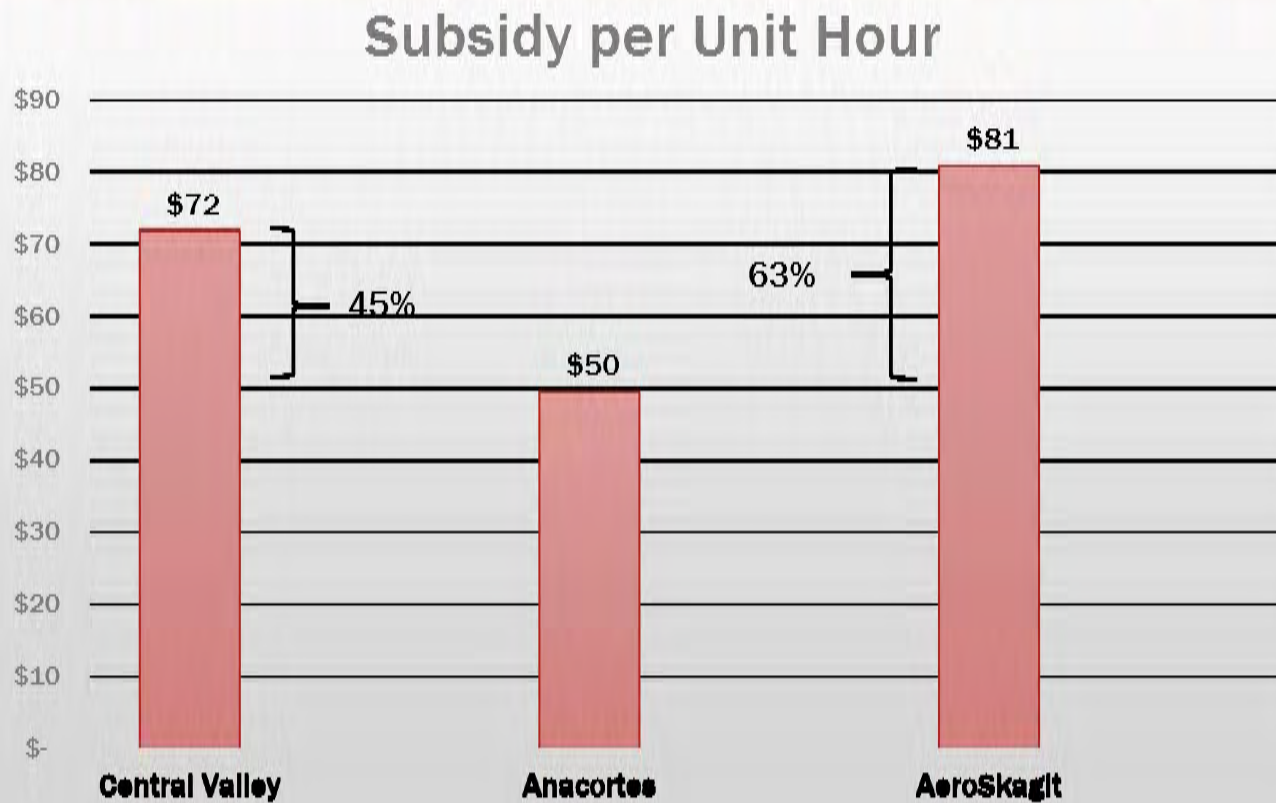
8 Fire Type
Calls/3091 =
.26% of 1%

SUMMARY OF SUBSIDY ALLOCATION

2017 ALS PROVIDER SUBSIDIES

<u>Agency</u>	<u>Ambulance Units</u>	<u>Subsidy per Unit</u>	<u>Total Annual Subsidy</u>	<u>Contracted Unit Hours</u>	<u>Subsidy per Unit Hour</u>
Central Valley	4	\$ 629,582	\$ 2,518,329	35,040	\$ 72
Anacortes	2	\$ 433,946	\$ 867,892	17,520	\$ 50
Aero-Skagit	1	\$ 661,555	\$ 707,780.94	8,760	\$ 81

SUMMARY OF SUBSIDY ALLOCATION



SUMMARY OF REIMBURSEMENTS

ITEMS PURCHASED	AERO-SKAGIT	ANACORTES	CVAA
Video Laryngoscopes	X	X	X
Ambulances	X	X	X
12 Lead Zoll Units	X	X	X
Zoll Maintenance	X	X	X
ESO Subscription	X	X	X
ESO Tablets	X	X	X
Tablet Fees	X	X	X
Med Prog. Director	X	X	X
Dispatch Fees	X	X	X
MSO Positions			X
MSO Vehicle			X
WiFi Hot Spots	X		X
WiFi Charges	X		X





City Council Agenda Bill

Meeting Date: 2/5/2018

Agenda Item: 7d

Subject: Approval of EMS Interlocal Agreement Amendment # 8

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?
	Resolution
X	Contract C20140640, Mod 8
	Public Hearing
	Staff Report

Summary Statement: Skagit County is offering the City of Anacortes a 2% increase in the contract for the delivery of Medic Unit services for 2018. This same percentage was offered to the other providers and they have accepted the offer. The City has expressed on a few occasions to Skagit County Commissioners that there exists an unfairness in the contract amount provided per Medic Unit to the City of Anacortes as compared to other contract providers in Skagit County.

Background: Since 2016, the City has sent correspondence to sit down in good faith and bargain a fair and equitable subsidy. These attempts have not been productive. In mid-year (2017) CVAA requested and was given a second bump in their subsidy due to unforeseen costs. The City and Aero-Skagit was provided that same percentage increase. In early 2017, the County advised the City that will receive a 2% increase for 2018, with no offer of negotiations.

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

Proposed Contract	
Contractor	
Amount	\$
Start Date	Jan 2018
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move the City Council request a meeting to negotiate a more equitable subsidy for the 2018 contract.

Alternative Actions: Accept the 2% contract offer.

Attachments (listed in order presented): 2018 Contract Amendment

AMENDMENT # 8
ORIGINAL AGREEMENT # 20140640

City of Anacortes, hereinafter called "Contractor", and Skagit County, hereinafter called "County", agree to amend Agreement No. C20140640, as set forth below under "Terms of Amendment".

TERMS OF AMENDMENT:

Paragraph 1 in Exhibit "B" is amended as follows:

Effective January 1, 2018 the monthly compensation shall be \$73,770.

All other terms and conditions of the original contract shall remain in effect.

Date: _____, 2018.

CONTRACTOR

Signature of Authorized Signatory

Print name

Mailing Address:
PO Box 547
Anacortes, WA 98221

Telephone No. 360-293-1900
Fed. Tax ID # 91-6001227
Contractor Lic. #. _____

DATED this _____ day of _____, 2018.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Attest:

Lisa Janicki, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



City Council Agenda Bill

Meeting Date: 2/5/2018

Agenda Item: 7e

Subject: Approval of Department of Emergency Management Interlocal Agreement

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?
	Resolution
X	Contract
	Public Hearing
	Staff Report

Summary Statement: The Interlocal Agreement offered by Skagit County is improved from previous versions in that it provides clarity of services offered by Skagit County and each municipality. A specific list of deliverables are outlined in the agreement that the municipalities and Cities are expected to provide in Appendix A and B. The fee structure is modified to recognize the expense by each City in managing its' own emergency management program. This agreement proposes that the County will pay 60% and each municipality pay 40% of the total budget. Formerly it was split 50/50. The County will set the annual budget. The Emergency Management Advisory Group (EMAG) will provide advice to the Director for the annual budget. If the Municipality ultimately does not agree, they may withhold appropriation of operating revenue to the County and suspend the agreement.

Background: The City of Anacortes and other County municipalities have worked under an ILA to cooperate under emergency management functions since 1981. Over last few years, the Cities have expressed concerns about services and equity in funding structure. Through several stakeholder meetings and discussions, the County has offered the attached Interlocal Agreement.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	
Proposed Expenditure	\$34,615
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	
Amount	\$34,615
Start Date	Jan 2018
End Date	Jan 2019

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move the City Council approve the 2018 contract and direct the Fire Chief to monitor the deliverables, and report back to the Council near year end.

Alternative Actions: N/A

Attachments (listed in order presented): 2018 Interlocal Agreement

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

CITY OF ANACORTES

AND

SKAGIT COUNTY

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Anacortes, a Washington municipal corporation ("Municipality") and Skagit County, a political subdivision of the State of Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The Municipality and the County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties".

RECITALS

A. The County has established the Skagit County Department of Emergency Management (hereinafter "SCDEM") as an emergency management agency within Skagit County government pursuant to SCC 9.28.; and

B. The County, acting through SCDEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to RCW 38.52; and

C. The Municipality and the County previously contracted for coordinated emergency management services through an Agreement dated September 1, 1981 (Skagit County Contract No.: 00709); and

D. The coordinated emergency management services that the County (via SCDEM) provides augment, but do not supplant, the Municipality's responsibilities and obligations under RCW 38.52; and

E. The County and Municipality believe that it is in the public interest to provide and coordinate emergency management services as provided herein.

In consideration of the forgoing, and of the following terms, conditions, and consideration, the parties mutually agree as follows:

1. PURPOSE: This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to provide an economical mechanism for administration and coordination of the emergency management programs of both the County and the Municipality, generally to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and the Municipality.

2. **EMERGENCY MANAGEMENT SERVICES:** The County shall provide emergency management services, as described herein, to the Municipality during the term of this Agreement in accordance with RCW 38.52 and SCC 9.28 (the "Services"). The County will endeavor to provide the Services as described in its comprehensive emergency management plan and as described in Schedule A, which is attached hereto and incorporated herein; PROVIDED, HOWEVER, that such Services shall be provided without warranty of any kind, including but not limited to, the sufficiency or adequacy of the actions of the parties in response to an emergency or disaster or for support of search and rescue operations with regard to any person or property in distress. The Municipality shall remain responsible for the provision of all those services identified in Schedule B, attached hereto and incorporated herein, as well as any other services the Municipality is otherwise required by law to perform. The Municipality shall make timely payment to the County for the Services, subject to Section 4. (below), and as otherwise provided herein. Unless specifically provided per the terms of this Agreement, neither the County nor the Municipality are otherwise obligated to provide any funds, or perform or provide any other services, duties, or responsibilities pursuant to the terms of this Agreement.

2.1. **EMERGENCY MANAGEMENT ADVISORY BOARD:** The Municipality shall be entitled during the term of this Agreement to representation on the Emergency Management Advisory Board (EMAB) established by SCC 9.28.040. Additional details regarding the EMAB are set forth in SCC 9.28.040 and Schedule C., attached hereto and incorporated herein. The parties recognize and agree that the EMAB shall serve solely in an advisory capacity in providing recommendations to County staff and the Skagit County Board of Commissioners.

2.2. **REPORTING AND PERFORMANCE:** SCDEM may request timely written advice from Municipality in evaluating the provision of the Services (as described in Schedule A) by the County. The County (via the County Administrator) may request written advice regarding the DEM Director's job performance as part of an annual 360 degree review. SCDEM will provide the Municipality with monthly service reports, as well as a comprehensive annual report.

3. **TERM OF AGREEMENT:** This Agreement shall commence on the date of mutual execution and shall remain in effect through December 31, 2018, unless otherwise terminated sooner pursuant to the terms herein; PROVIDED, that with the written consent of the County the term of this Agreement may be extended for one (1) additional two (2) year term, upon the Municipality providing the County with written notice on or before June 15, 2018. The County shall in writing approve or reject the extension or renewal within thirty (30) days of receiving notice of intent to extend or renew; PROVIDED FURTHER, that each party's respective obligations after December 31, 2018, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last fiscal year for which funds are appropriated. The party subject to a non-allocation of funds shall notify the other party in writing of any such non-allocation of funds at the earliest possible date.

4. **MANNER OF FINANCING:**

4.1 **Annual Fee to be Paid by Municipality.** Effective July 1, 2017, the Municipality shall pay an Annual Fee to the County as provided herein. The Annual Fee rate for the Municipality shall be calculated by adding the Municipality's population as a percentage of the Total Incorporated Population and the Municipality's Assessed Value as a percentage of the Total Incorporated Assessed Value and dividing by two (2) multiplied by forty percent (40%). This yields the percentage of the annual expense budget to be billed by the County to the Municipality (the "Annual Fee"). This Annual Fee amount may be prorated for partial years. Population numbers for the Municipality shall be obtained from the Office of Financial Management (OFM) April 1, 2015 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington,

as set forth in Schedule D (attached hereto and incorporated by reference). Assessed Value shall be determined by the Skagit County Assessor. The Annual Fee includes payment for the Services described Schedule A, and for the County's other reasonable operation and maintenance costs for which there will be no separate billing. The County shall invoice the Municipality for the Annual Fee. The Municipality shall be responsible for complete and timely payment of all amounts invoiced regardless of whether the Municipality chooses to participate in the invoiced services. Invoices will be sent by the County to the Municipality quarterly, with payment from the Municipality due and payable to the County in quarterly installments on January 31, April 30, July 31, and October 31 (unless an alternate payment schedule is mutually agreed upon by and between the parties in writing). The County is not obligated to pay or provide any funds to the Municipality pursuant to the terms of this Agreement.

4.2 Adjustments to Annual Fee. The Annual Fee rate shall be adjusted by the County effective January 1st of each year during the term of this Agreement. By the last Monday of September of each year during the term of this Agreement, the County shall calculate and issue a revision to Schedule D to reflect the Municipality's population numbers from the Office of Financial Management (OFM) April 1st estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington, to reflect updated Assessed Valuations, and used to determine the resulting Annual Fee rate for the subsequent year to be paid by the Municipality to the County in accordance with the terms herein.

5. SCDEM BUDGET: Solely for informational purposes, SCDEM shall provide a copy of its annual department preliminary budget request with the Municipality on or before the last Monday of September of each year during the term of this Agreement.

6. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

6.1 The County's representative shall be:

Douglas ten Hoopen, Director
Skagit County Department of Emergency Management
2911 East College Way, Suite B
Mount Vernon, WA 98273

6.2 The Municipality's representative shall be:

7. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

8. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, or any other organization or entity, or any agent, contractor, subcontractor,

consultant, employee, volunteer, or other representative of any party.

9. **INDEMNIFICATION:** Except as specifically provided to the contrary herein, and except in those instances where the parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to either the County or Municipality by reason of entering into this contract except as expressly provided herein. Each party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

10. **TERMINATION:** Any party hereto may terminate this Agreement upon sixty (60) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by subsequent written agreement duly executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

12. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement, 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.

13. **USE OF DOCUMENTS AND MATERIALS PRODUCED:** Both parties shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party (and/or any party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement. Unless privileged or otherwise exempt from public disclosure, the parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56).

14. **COMPLIANCE WITH LAWS:** The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

15. **VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

16. **CAPTIONS & COUNTERPARTS:** The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall

be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

17. **NEUTRAL AUTHORSHIP:** Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

18. **INDEPENDENT CONTRACTOR:** The County shall provide all Services under this Agreement as an independent contractor, and not as an agent, employee, or servant of the Municipality. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the Municipality. The County has the express right to direct and control the County's activities in providing the Services in accordance with terms of this Agreement.

19. **NO SEPARATE ENTITY:** The parties agree that no separate legal entity or entities are necessary to carry out this Agreement, and no legal entity is established by this Agreement.

20. **LIABILITY RELATED TO MUNICIPALITY'S ORDINANCES, POLICIES, RULES & REGULATIONS:** In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Municipality from any liability or responsibility which arises in whole or in part from the existence or effect of any ordinances, policies, rules and/or regulations of the Municipality. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance, policy, rule and/or regulation of the Municipality is at issue, the Municipality shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Municipality, the County, or both, the Municipality shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

21. **PRIVILEGES & IMMUNITIES:** Whenever the employees of the County or the Municipality are rendering outside aid pursuant to RCW 38.52.070 and 38.52.080(1), such employees shall have the same powers, duties, privileges, and immunities as if they were performing their duties in the County or the Municipality in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege, or immunity afforded the County or the Municipality in RCW 38.52.

22. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. In accordance with Skagit County Resolution # R20170199, dated October 2, 2017, the parties hereby further mutually agree to terminate a previous agreement by and between the parties dated September 1, 1981 (Skagit County Contract No.: 00709).

23. **STATUS OF AGREEMENT:** This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect, unless specified to the contrary herein (see Section 22. above). Each of the signatories hereto warrants and represents

that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

City of Anacortes, a Washington municipal corporation ("Municipality"):

Laurie Gere, Mayor City of Anacortes

Date: _____, 2018

Mailing Address:
(Street address required
in addition to P.O. Box)

DATED this _____ day of _____, 2018.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Attest:

Lisa Janicki, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

Schedule A

Description of Emergency Management Services

The County shall provide Emergency Management Services ("Services") through its Department of Emergency Management ("SCDEM") to the Municipality, in accordance with the terms of the Agreement and as provided herein. The Services shall be provided by the County without any representations whatsoever, and the Municipality shall be responsible for all other emergency management services, duties, and/or responsibilities not specifically described herein. The Services shall include the following:

1. Disaster Response and Recovery Coordination: SCDEM will coordinate emergency management activities in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural or man-made disasters as follows:

a. Maintain an emergency management organization compliant with state and federal guidelines, adhering to the commonly practiced principles of emergency management and utilizing the tenets of the National Incident Management System (NIMS).

b. Provide a 24 hour per day Duty Officer for emergency management issues. The Duty Officer is available via Skagit 911.

c. During disasters as defined by RCW 38.52.010, activate the Skagit County Emergency Coordination Center (SCECC) to support the Municipality.

Requests to activate the SCECC will be made to the Duty Officer via Skagit 911. The level of SCECC activation will depend on the situation and the need for coordination and support. The decision to activate the SCECC, and at what level, is made by the SCDEM Director or the appropriate designee in the SCDEM line of succession.

When requested, and at the discretion of the SCDEM Director or the appropriate designee in the SCDEM line of succession, SCDEM will deploy a liaison(s) to the Municipality to directly assist with incident management leadership, technical support and assistance, and/or use of mobile assets. During activation of the SCECC, SCDEM may request that the Municipality and/or other jurisdictions deploy liaisons to the SCECC to, among other things, enhance communication between the SCECC and the incident site(s).

d. During disasters, as defined by RCW 38.52.010(6), activate the Skagit County Comprehensive Emergency Management Plan (SCCEMP). This plan articulates the roles and responsibilities of the County and its jurisdictions, and the SCECC's procedures, respectively. The Municipality and other jurisdictions will, with the support of SCDEM as outlined in Section IV of the SCCEMP, develop and maintain plans and procedures that support the SCCEMP.

e. Make available the County's emergency resources not required for use elsewhere during emergencies. Use shall be determined and prioritized by SCDEM. The Municipality agrees that the County shall not be responsible or liable in the event of non-availability or non-performance of equipment.

f. As needed, SCDEM will request additional assistance on behalf of the Municipality and/or other jurisdictions through established emergency management protocols,

from the County to State, State to Region, and Region to National levels.

g. Under the provisions of SCC 9.28., initiate, through the Board of County Commissioners, a Declaration of Emergency when SCDem determines that a public disorder, disaster, energy emergency, or riot exists which affects the life, health, property or public peace.

h. SCDem, in conjunction with the Municipality and the State's Emergency Management Division (EMD), will coordinate FEMA's post-disaster preliminary damage assessment (PDA) process. The Municipality will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. The Municipality shall remain responsible for such costs it incurs.

i. When requested and practicable, SCDem will provide technical assistance to support the Municipality's disaster recovery efforts.

2 Planning, Training, and Exercises: SCDem will maintain emergency management plans in accordance with applicable state and federal laws, regulations, and guidance. It will also maintain training and exercise programs that adhere to state and federal guidance including the National Incident Management System (NIMS), Homeland Security Exercise and Evaluation Program (HSEEP), and Emergency Management Performance Grant (EMPG).

a. SCDem will provide technical assistance (templates, meeting facilitation, and plan review) to the Municipality in order for SCDem to maintain a comprehensive emergency management plan (CEMP) that meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060.

b. SCDem will maintain a multi-jurisdictional natural hazard mitigation plan (NHMP) that complies with the Disaster Mitigation Act of 2000 (DMA2K) and 44 CFR §201.6 and, when requested, provide technical assistance in order for the Municipality to meet the requirements for participation in the NHMP.

c. When requested, and at the discretion of the SCDem Director, SCDem will provide technical assistance and/or templates to the Municipality in order to develop functional emergency management plans and procedures. Examples of such plans include mass fatality plans, disaster debris management plans, emergency operations plans, and emergency operations center procedures.

d. SCDem will conduct an annual training and exercise planning workshop (TEPW) in order to develop a coordinated training and exercise calendar. If the Municipality desires training and exercise support from SCDem, the Municipality must make every effort to be represented at the TEPW.

e. SCDem will coordinate one (1) County-level functional exercise annually and provide additional training and exercise opportunities throughout the year in support of the Municipality. As may be determined by SCDem, such training(s) and/or exercise(s) provided to the Municipality may be provided individually to the Municipality, or in conjunction with other jurisdiction(s).

3 Warning, Notification, and Emergency Communications: SCDEM and the Municipality will utilize protocols and guidance established in the Skagit County Comprehensive Emergency Management Plan (CEMP).

a. As resources allow, SCDEM will utilize multiple means of communication to notify, warn, and/or provide information and instruction to the general public regarding impending or occurring disasters.

b. SCDEM will provide the Municipality with training, information, and/or technical assistance to endeavor to ensure communications interoperability during a crisis.

c. SCDEM will facilitate access to, and training on, applicable incident management sites and software.

d. SCDEM will provide the Municipality with an updated contact list for County departments and officials during the first quarter of each year.

4 Volunteer / Emergency Worker Management: SCDEM will work in cooperation with the Municipality to develop volunteer capabilities that augment the Municipality's local disaster response efforts; specifically, Community Emergency Response Team (CERT) and/or an emergency communications volunteer group, e.g. Skagit County ARES/RACES.

a. SCDEM will maintain a central database of these volunteers and facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program in accordance with WAC 118-04-080. Annually, SCDEM will provide to the Municipality with a list of the volunteers living within the Municipality's boundaries.

b. SCDEM will create electronic notification lists for these groups.

c. SCDEM will develop, maintain, and centrally manage a list of trained volunteers (including background checks of said volunteers). The purpose of this list is to provide volunteers able to augment jurisdictional emergency operation centers (EOCs), manage community points of distribution (CPODs), and manage volunteer reception centers (VRCs).

d. SCDEM will provide oversight for a countywide CERT capability based on self-organized and governed CERT teams in a regional construct. In this construct, SCDEM will provide initial CERT training and support *volunteer* Regional Coordinators that will be responsible for coordinating with the SCDEM Volunteer Coordinator for ongoing training, recruiting, and meeting place logistics.

i SCDEM will provide, at a minimum, annual initial training for CERT volunteers. Initial training will consist of the CERT program as outlined by FEMA's Emergency Management Institute (EMI) and damage assessment (i.e. windshield survey) training.

ii SCDEM's assigned Volunteer Coordinator will meet with the Regional Coordinators annually to establish a yearly training calendar for the regional teams, and then quarterly throughout the year.

iii Semiannually, SCDEM will host a countywide CERT meeting. Each team's Regional Coordinator, with the support of SCDEM, will be responsible for additional meetings and trainings.

iv. SCDEM, in collaboration with the Regional Coordinators, will develop and maintain countywide CERT policies that ensure consistency and are applicable to all of the regional teams.

e. SCDEM will provide oversight to the Skagit County ARES/RACES function, which provides emergency communications services to SCDEM, the Municipality and other jurisdictions, as well as hospitals and the Northwest Washington Regional Chapter of the American Red Cross.

f. Using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places such volunteers outside of the scope of RCW 38.52.180, WAC 118-04, and this Agreement, and such volunteers cannot be afforded protection under the Washington State Emergency Workers Program. Therefore, the Municipality shall be required to provide coverage in accordance with L&I Industrial Insurance regulations for such volunteers.

5 Outreach and Preparedness: SCDEM will work in conjunction with the Municipality to provide disaster-related preparedness and education in order to improve overall community resilience.

a. SCDEM leadership will meet annually with the Municipality's leadership to discuss community-specific concerns and needs.

b. SCDEM will convene meetings of its Advisory Board quarterly. See Schedule C.

c. Upon request of the Municipality, SCDEM will provide a preparedness presentation to the Municipality at least once a year. Requests for presentation(s) should be made to SCDEM at least sixty (60) days prior to the date of the requested presentation. The request should include any specific items of interest the Municipality wishes SCDEM to address in its presentation.

Schedule B

Expectations of Municipality

As provided per the terms of the Agreement, the services provided by SCDEM (as described per Schedule A) augment any emergency services, duties, and/or responsibilities of the Municipality. This Schedule B outlines some, but not all, of the areas for which the Municipality shall retain responsibility.

1. Disaster Response and Recovery Coordination: The Municipality will coordinate its emergency management activities with SCDEM in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural or man-made disasters as follows:

a. Maintain a jurisdiction-level incident management structure that utilizes the principles of the National Incident Management System (NIMS).

b. During disasters, as defined by RCW 38.52.010(6), activate the Municipality's incident management structure and notify SCDEM as soon as practicable.

c. When requested and practicable, deploy a liaison to the SCECC to enhance coordination between the SCECC and the Municipality.

d. During disasters, as defined by RCW 38.52.010(6), activate the Municipality's Comprehensive Emergency Management Plan (CEMP).

e. Under the provisions of applicable code, initiate through the Municipality's appropriate authority, a Declaration of Emergency when the Municipality determines that a public disorder, disaster, energy emergency, or riot exists which affects the life, health, property or public peace. Notify SCDEM as soon as practicable of the intent to declare an emergency and provide SCDEM with a copy of the declaration as soon as practicable.

f. Work in conjunction with SCDEM during FEMA's post-disaster preliminary damage assessment (PDA) process. Track and report activities potentially reimbursable by federal and/or state disaster assistance programs.

2. Planning, Training, and Exercises: The Municipality, with SCDEM assistance, will develop and maintain emergency management plans, train staff necessary to implement those plans, and exercise those staff and plans accordingly. In order to achieve this, the Municipality shall:

a. Provide a point of contact to SCDEM.

b. Convene work groups and provide meeting space as necessary to facilitate the development of plans including the Municipality's comprehensive emergency management plan, hazard mitigation plan, functional emergency management plans, etc., as applicable.

c. Send a representative to participate in SCDEM's annual training and exercise planning workshop (TEPW) per Section 2.d. of Schedule A.

3. Warning, Notification, and Emergency Communications: Utilize established protocols and guidance to warn, notify, and communicate before, during, and after disasters.

a. Identify pre-designated areas and messages that can be loaded into the electronic notification system.

b. If capable, participate in communications checks with SCDEM at least monthly via two-way radio.

i. SCDEM conducts weekly checks on Tuesday mornings at 10:00 a.m. (or at such other time as may be specified by SCDEM) with all HAM operators throughout the Skagit County ARES/RACES network.

ii. SCDEM conducts monthly checks on the first Tuesday of each month with Municipal School Districts.

c. Identify incident management staff to receive access to, and training on, applicable incident management sites and software.

d. The Municipality shall provide SCDEM with an updated contact list for the Municipality's departments and officials during the first quarter of each year.

4. Volunteer / Emergency Worker Management: Work in collaboration with SCDEM to develop capabilities that augment local disaster response efforts; specifically, Community Emergency Response Team (CERT) and/or an emergency communications volunteer group, e.g. the Skagit County ARES/RACES.

a. Identify potential volunteers for membership in CERT, and/or ARES/RACES.

b. When practicable, support volunteer activities in their region by providing meeting space.

c. When practicable, integrate volunteers into the Municipality's plans, training, and exercising.

d. If desiring to utilize volunteers for duties outside of the scope of their intended purpose and/or training, the Municipality shall provide said additional training. Using these volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180 and WAC 118-04, and this Agreement, and such volunteers cannot be afforded protection under the Washington State Emergency Workers Program. Therefore, the Municipality is required to provide coverage in accordance with L&I Industrial Insurance regulations for such volunteers.

5 Outreach and Preparedness: Work in conjunction with SCDEM to provide disaster-related preparedness and education in order to improve overall community resilience.

a Meet annually with SCDEM's leadership to discuss community specific concerns and needs.

b Designate a representative to the Emergency Management Advisory Board (EMAB), to be appointed by the Skagit County Board of Commissioners in accordance with SCC 9.28.040.

c Attend Emergency Management Advisory Board meetings.

d Submit requests for annual SCDEM presentations to the Municipality at least sixty (60) days prior to the date of the requested presentation.

Schedule C

Emergency Management Advisory Board

In accordance with SCC 9.28.040, the Emergency Management Advisory Board (EMAB) shall consist of a total of sixteen (16) voting members representing each of Skagit County's eight (8) Cities and Towns, Sheriff's Office SAR, Public Health Emergency Preparedness, Skagit 911, Fire Commissioners, Rural Fire Chiefs, and representatives of three (3) Dike Districts. The EMAB members shall provide advisory recommendations to the Skagit County Board of Commissioners on aspects of emergency management planning, and shall assist Skagit County by providing advisory recommendations for the development of emergency management programs and policies. The EMAB shall also review and provide advisory comment on proposed emergency management rules, policies or ordinances prior to their adoption by the Skagit County Board of Commissioners. The EMAB shall also provide advisory recommendations on other matters as requested by the DEM Director or County Administrator. The EMAB shall provide recommendations to the County solely in an advisory capacity, and in any instance the Skagit County Board of Commissioners may accept, reject, and/or modify any and all advisory recommendations provided by the EMAB.

Schedule D

Department of Emergency Management Budget - 2017

Total Budget	\$ 407,002
Remove PW Allocation	\$ (10,424)
Est Grant Revenue	\$ (103,244)
	<u>\$ 293,334</u>

Fee Split

County - 60%

Cities and Towns - 40%

	Population	% of Incorporated Population	Assessed Value	% of Incorporated Assessed Value	Assigned Percentage	2017 Budget	2017 Recalculated
Anacortes	16,580	22.90%	3,042,165,745	36.1%	11.8%	\$34,394	\$34,615
Burlington	8,675	11.98%	1,348,893,296	16.0%	5.6%	\$17,893	\$16,421
Concrete	735	1.02%	1,170,750,505	1.8%	0.6%	\$1,539	\$1,652
Hamilton	305	0.42%	63,307,735	0.8%	0.2%	\$643	\$688
La Conner	905	1.25%	1,113,873	1.8%	0.6%	\$1,887	\$1,792
Lyman	450	0.62%	32,138,283	0.4%	0.2%	\$938	\$588
Mount Vernon	33,730	46.58%	2,825,137,879	33.5%	16.0%	\$70,708	\$46,999
Sedro-Woolley	11,030	15.23%	810,256,655	9.6%	5.0%	\$22,564	\$14,578
Subtotal	72,410		8,425,720,971			\$150,568	\$117,334
Skagit County	49,860	40.78%	6,806,661,109	44.7%	60.0%	\$158,096	\$176,000
Grand Total	122,270		15,232,382,080			\$308,664	\$293,334

Measamer, Don

From: PATRICK O'HEARN <fishbro@msn.com>
Sent: Monday, February 05, 2018 3:07 PM
To: Measamer, Don
Subject: Affordable Housing Demonstration Project

Hello Don,

I wanted to point out that it appears that your language about income determination, which was adopted by the planning commission has been inadvertently left out of the code as presented to the City Council. Staff recommended language was "All rental units developed under this chapter must be affordable to and occupied by households with an income, **as defined by HUD** of 50 percent or less of the area median income as determined by HUD." The language in bold did not make it into tonights proposed code which I am sure is an inadvertent oversight.

You correctly pointed out that income needs to be defined to remove uncertainty and your language as presented clearly did so. The language in the current code as presented:

"Income limit. All rental units developed under this chapter must be affordable to and occupied by households with an income of 50 percent or less of the area median income (as determined by HUD) as adjusted by family size for Skagit County." is the original language and does not address that what is or is not income.

Thank you

Patrick O'Hearn

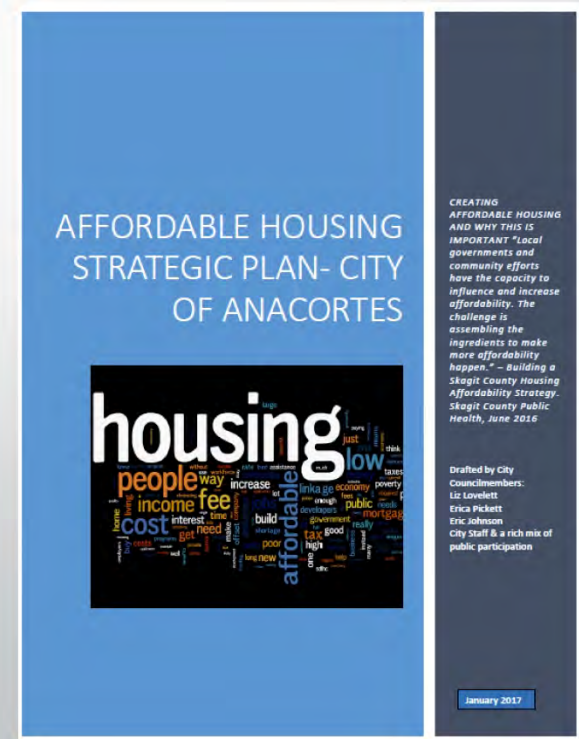


Proposed Affordable Housing Demonstration Program

Draft amendments to AMC Title 19
February 5, 2018 City Council Meeting

Background

1. Affordable Housing Strategic Plan
2. City development regulations update
3. Anacortes Family Center request

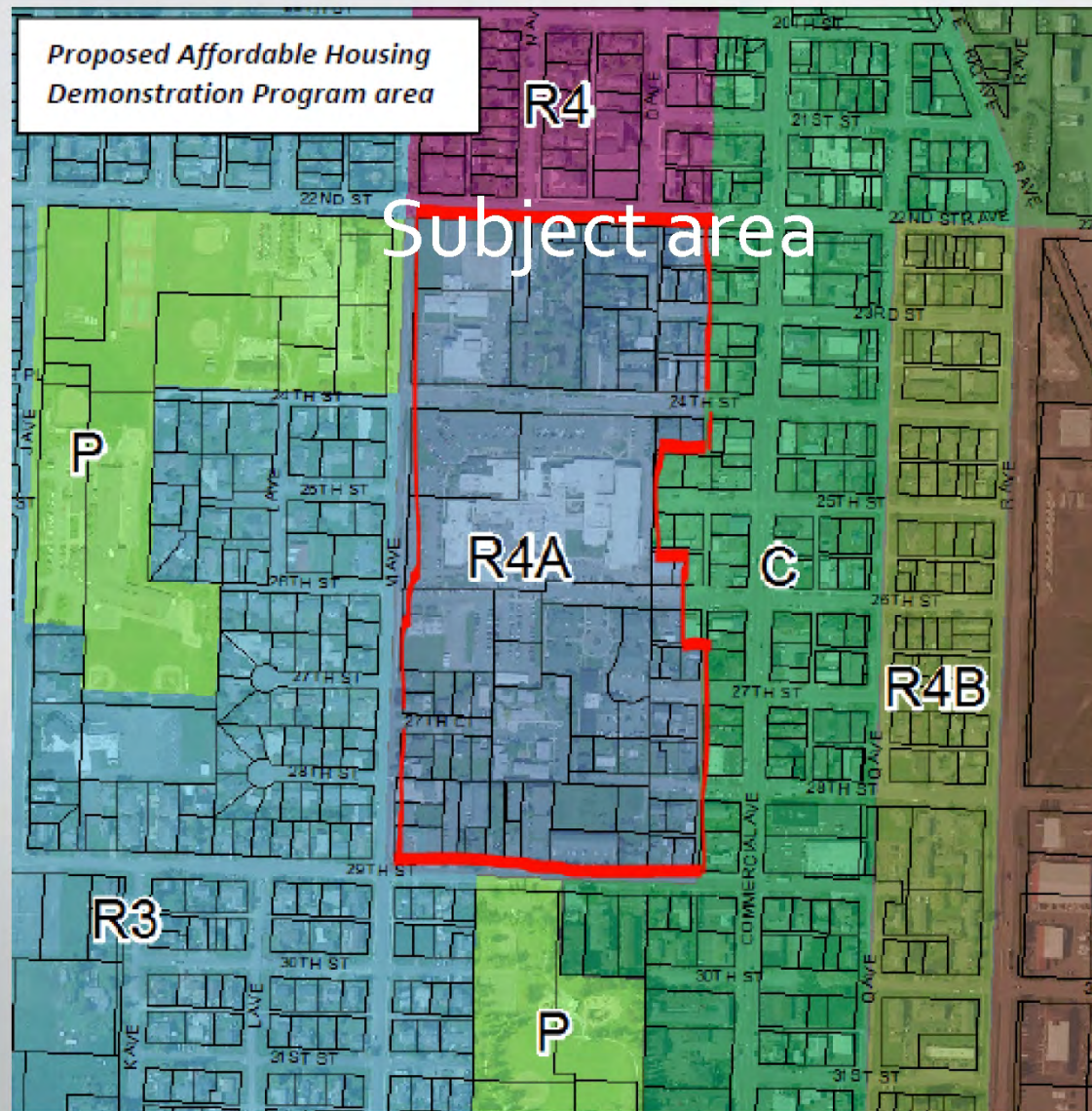


What is proposed?

- New chapter (19.46, Affordable Housing Demonstration Program)
- Development regulation flexibility in exchange for affordable rental units
- Limited area (R4A zone near Commercial Ave.)
- Projects and applicants must meet certain qualifications
- Program expires in 1 year or when overall development regulation update is adopted.
- New site and building design standards
- Intent – create regulations that will span the time between now and adoption of comprehensive bonus incentive provisions

Proposed Affordable Housing
Demonstration Program area

Subject area



19.46.020

Proposed flexibility - Comparison w/ existing

Regulation	Current R4A & R4 (AMC 17.30.020 & AMC 17.28.050)	Proposed demonstration affordable housing program amendment
Max. density	18 du/gr acre	Exempt
Max. structure height	35-feet	50-feet
Min. lot size	3,000 sq. ft. for 1 st unit; plus 1,200 sq. ft./additional unit	Exempt
Min. building setbacks	• Front: 10' (20' if arterial) • Interior Side: 5', or 1' for every 5' of building height (whichever is greater) • Rear: 10' or 1' for every 4' of building height (whichever is greater)	Front: No change Interior side: 5' Rear: 10'
Max. land coverage	50%	No change
Off-street parking	Must meet 17.46 parking: • Studio/1- bedroom = 1.2:unit • 2-bedroom: 1.6:unit • 3+ bedroom: 1.8:unit	1 per unit; or based on a demand study

Affordable Housing Requirements

Proposed project qualifications:

- Nonprofit or housing authority
- 100% affordable rental units
- Income limit - $\leq 50\%$ AMI adjusted for household size
- Affordability duration: 50 years
- Recorded agreement with City
 - Level & duration of affordability
 - Tenant qualifications
 - Reporting
 - Monitoring



FY 2017 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

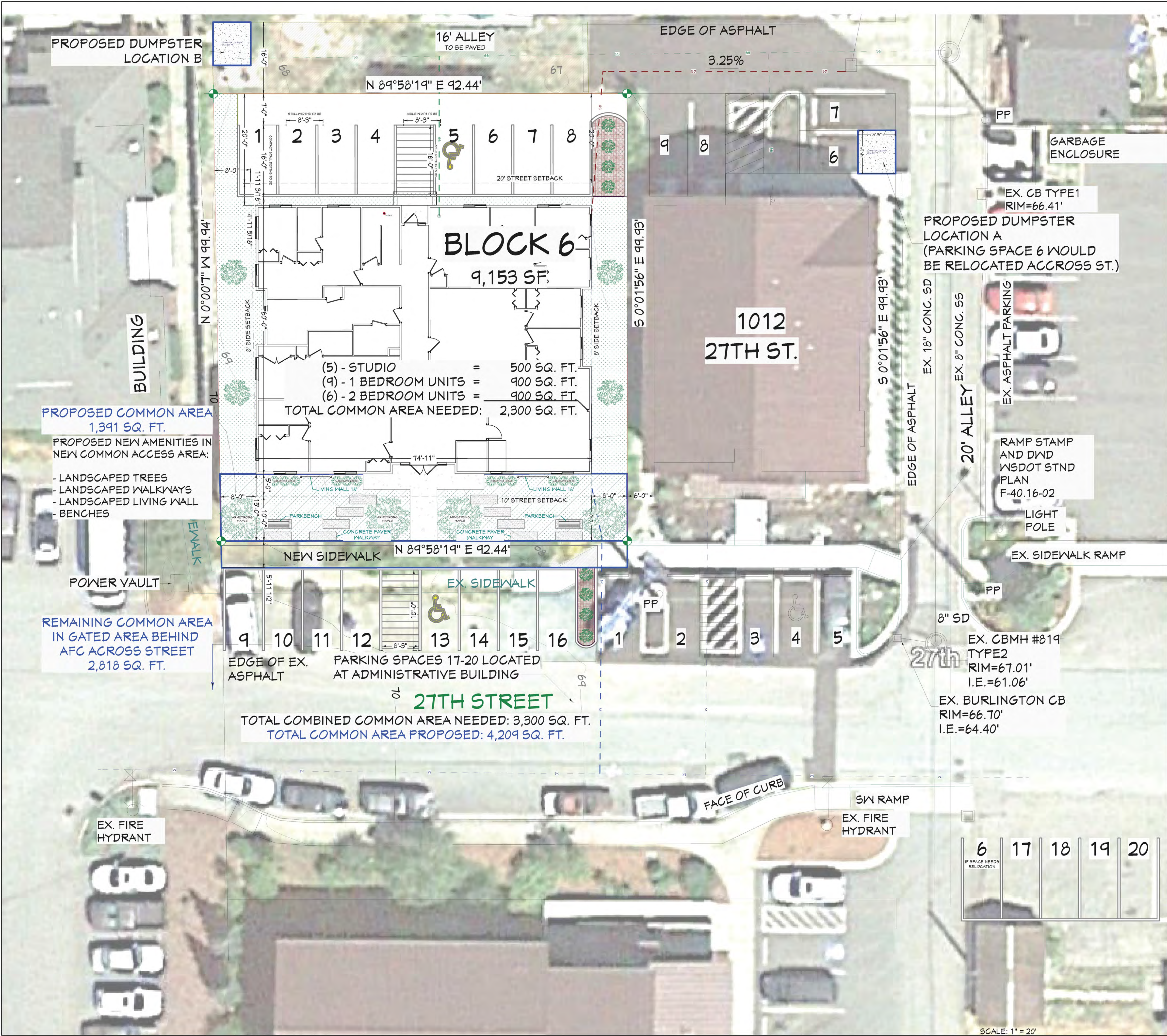
FY 2017 Income Limits Summary

FY 2017 Income Limit Area	Median Income Explanation	FY 2017 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Skagit County	\$66,300	Very Low (50%) Income Limits (\$) Explanation	23,250	26,550	29,850	33,150	35,850	38,500	41,150	43,800
		Extremely Low Income Limits (\$)* Explanation	13,950	16,240	20,420	24,600	28,780	32,960	37,140	41,320
		Low (80%) Income Limits (\$) Explanation	37,150	42,450	47,750	53,050	57,300	61,550	65,800	70,050



Process

- PC public hearing & recommended approval 1/10/18
- CC review & adoption – 2/5/18, 2/12/18



LANDSCAPE LEGEND

- LAWN AREA
- CONCRETE DRIVE
- MULCH - PLANTING BED
- EXISTING BEDROCK
- DECIDUOUS TREE
- CONIFER TREE
- SHRUBS / PLANTINGS

MINIMUM TREE DENSITY
ANACORTES MUNICOD - 16.50.070
Calculation of the Total Tree Units Required. The total number of tree units required to be provided by a regulated project or tree conservation permit approval listed in Section 16.50.100 shall be calculated by dividing gross site area, minus any public or private street rights-of-way, by one thousand Table 16.50.120(D). The result of the calculation will be the total number of tree units required for the project approval within the building site.
LOT SIZE : 9,153 SQ.FT. TREES REQUIRED: 10

LOT INFORMATION

2015 IBC
OCCUPANCY TYPE: R1
CONSTRUCTION TYPE: VB
ZONING: R4A
TOTAL BUILDING AREA: 13,203
LOT SIZE: 9,153 S.F.
BUILDING FOOTPRINT AREA: 4,533 S.F.
BUILDING FOOTPRINT COVERAGE: 49.6%
LANDSCAPE AREA: 2,518 S.F.
LANDSCAPE COVERAGE: 27.5%
ROAD & SIDEWALK AREA: 2,103 S.F.
ROAD & SIDEWALK COVERAGE: 22.9%
TOTAL NUMBER OF UNITS: 20
STUDIOS: 6
1 BEDROOM UNITS: 8
2 BEDROOM UNITS: 6
STORIES: 3, NO BASEMENT
STORIES ALLOWED: 3 WITH FIRE PROTECTION SPRINKLERS
BUILDING HEIGHT: 39'-10" (AVG. ORG. GRADE TO TOP OF ROOF)
BUILDING HEIGHT ALLOWED: 50' PER COA
CLASS C INTERIOR WALL & CEILING FINISHES REQUIRED
CLASS C ROOF REQUIRED
FIRE SUPPRESSION:
NFPA 13 COMMERCIAL FIRE SPRINKLERS.
PARKING REQUIRED PER ROOMING/BOARD STATUS:
1 SPACE PER RENTED ROOM = 20
SUBSTANDARD PARKING APPROVED BY
CITY PLANNING COMMISSION ON XXXX.
SPECIAL INSPECTIONS PER IBC: NONE REQUIRED

DESIGNED BY:	
DRAFTED BY:	
J. STERLING	
SCALE	
1" = 10' U.N.O.	
DATE	
01-23-18	
PRINTED: Thursday, February 1, 2018	
Strandberg DESIGN	
BUILDER INFO:	MAILING ADDRESS:
	P.O. BOX 3119
	ANACORTES WA 98221
	PHONE: 360-293-7431
	WEB: www.strandbergconstruction.com
PROJECT / CLIENT INFO	ANACORTES FAMILY
	APT. RESIDENCE
	X, ANACORTES, WA 98221
SITE & LANDSCAPE PLAN	OWNER APPROVAL
	INITIAL:
	PAGE:
	A2
	OF:













City Council Agenda Bill

Meeting Date: 2/5/2018 **Agenda Item:**

Subject: Draft Ordinance 3017: Affordable Housing Demonstration Program code amendment

Staff Contact: Libby Grage, Planning Manager

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

Action Type	
x	Ordinance No. 3017
	Resolution No.
	Public Hearing
x	Possible Action
	Staff Report
x	Discussion

Summary Statement: In September 2017, the City Council directed staff to prepare draft development regulation amendments to facilitate development of an affordable housing project being planned by the Anacortes Family Center. The resulting proposed draft regulations would apply to an area of the R4A zone, including property owned by AFC, and provide relaxation of certain development standards in exchange for new affordable rental units. The Planning Commission has reviewed the draft regulations and after a public hearing on January 10, 2018 voted 6:0 to recommend approval of the proposal with some minor changes.

[AMC 19.16.090](#) outlines the City Council review procedures upon receipt of the Planning Commission's recommendation.

Background: The draft regulations were reviewed by Planning Commission and informal public comment taken at the November 29, 2017 PC meeting. A SEPA DNS for the legislative action was issued on December 20, 2017. A notice of public hearing and DNS was posted and published as required by city code. A notice of intent to adopt amendments was provided to the WA State Department of Commerce on December 18, 2017 and expedited review completed on January 3, 2018. PC recommended approval after the public hearing on January 10, 2018.

Previous CC Action: At their 9/18/2017 meeting, the City Council directed staff to develop potential regulations.

Competing Viewpoints Considered: Written comments were accepted throughout the development of the proposed regulations and a public hearing was held on January 10, 2018.

Recommended Motion: None – proposed for discussion.

Attachments (listed in order presented):

Planning Commission Recorded Motion
Revised Draft Ordinance 3017, dated 1/10/18
DNS & SEPA checklist
Written public comments received as of 1/10/18
PC meeting minutes



Anacortes Planning Commission Recorded Motion Regarding the Affordable Housing Demonstration Program Development Regulation Amendments

Proposal publish date:	November 29, 2017
Proposal name:	Affordable Housing Demonstration Program development regulation amendments
Documents available at:	https://www.anacorteswa.gov/198/Anacortes-Municipal-Code-Updates
Public hearing body:	Anacortes Planning Commission
Public hearing date:	Wednesday, January 10, 2018 at 6 p.m.
PC deliberations:	December 13, 2017; January 10, 2018

After considering the written and spoken comments and considering the record before it, the Planning Commission enters the following findings of fact, reasons for action, and recommendations to the Anacortes City Council.

Findings of Fact and Reasons for Action

1. On September 18, 2017, representatives of the Anacortes Family Center (AFC) addressed the Anacortes City Council regarding a proposed affordable rental housing unit project the organization is planning in the vicinity of the existing AFC facilities on 27th Street, within the R4A zone.
2. AFC requested that the City Council consider amendments to the current development regulations to allow the potential project to move forward, including elimination of maximum density and minimum lot size, an increase in allowed building height and relaxation of setbacks and parking requirements. AFC requested swift action in order to meet certain time constraints necessitated by the project's funding mechanisms and to quickly respond to affordable housing needs in the community.
3. The City Council directed planning staff to prepare draft code amendments on a separate and expedited schedule from the larger development regulation update effort currently underway to implement the 2016 Comprehensive Plan. Those amendments are not anticipated to be completed/adopted until mid-2018.
4. The Planning Commission held a study session on December 13, 2017 to review and become familiar with the proposed amendments. Informal public comment was accepted at the meeting.

5. SEPA environmental review was completed and a Determination of Nonsignificance (DNS) issued on December 20, 2017. The comment period for the threshold determination ended on January 3, 2018.
6. The Department of Planning, Community & Economic Development (PCED) sent the required documents and a request for expedited review to the Department of Commerce for state agency review and comment on December 18, 2017. The expedited review was complete on January 3, 2018, and no comments from state agencies were received.
7. The Planning Commission held a public hearing to take oral and/or written comments on January 10, 2018.
8. RCW 36.70A.540 authorizes the city to enact affordable housing incentive programs through amendments to the development regulations subject to certain affordability and duration requirements. The proposed amendments are consistent with these requirements.
9. The proposed amendments are consistent with the Anacortes 2016 Comprehensive Plan, Affordable Housing Strategic Plan, and the Growth Management Act.

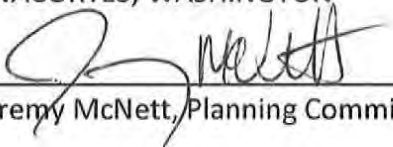
Recommendation

The Planning Commission recommends that the City Council adopt the proposed amendments establishing the Affordable Housing Demonstration Program as proposed in the draft labeled January 10, 2018.

This recorded motion approved January 10, 2018:

Commission Vote	Support	Oppose	Absent	Abstain
Jeremy McNett, Chair	X			
Amber Moffitt	X			
Christine Cleland-McGrath, Vice Chair	X			
Jeff Mount	X			
Andrea Doll			X	
Jeff Graf	X			
Ward MacKenzie	X			
Total	6	0	1	0

ANACORTES PLANNING COMMISSION
ANACORTES, WASHINGTON


Jeremy McNett, Planning Commission Chair

1-18-18
Date

DRAFT

Ordinance No. 3017

An Ordinance Establishing Chapter 19.46, Affordable Housing Demonstration Program and Amending AMC Table 19.20.030-1, Review Classification and Process Matrix.

Whereas, in accordance with the Ch. 36.70A RCW Washington State Growth Management Act, Ch. 43.185b RCW Housing Policy Act, and Ch. 35.83 RCW Housing Cooperation Law, the City Council finds that it is in the public interest to facilitate and aid in the development of affordable housing;

Whereas, the City of Anacortes Comprehensive Plan and Affordable Housing Strategic Plan support the development of zoning incentives, including flexibility in regulations, to help meet housing diversity and affordability goals;

Whereas, according to 2010-2014 HUD data, Anacortes has a mismatch between existing housing supply and the needs of Anacortes households, with 37% of rental households earning less than half the area median income, but only 24% of the housing stock being affordable to these households;

Whereas, the City is currently in the process of comprehensively updating its development regulations and zoning, including establishing residential bonus incentives in many residential and mixed use zones on a city-wide basis, but the update is not anticipated to be completed until mid-2018;

Deleted:

Whereas, the City Council desires to establish a program to incentivize and allow construction of affordable rental housing units on an expedited basis, prior to adoption of the city-wide amendments;

Whereas, on _____, the City provided 60-day notice of intent to adopt these development regulations to the Department of Commerce;

Whereas, on _____, the Planning Commission held a public hearing on the proposal;

Whereas, on _____, the City Council deliberated on the proposal;

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

Section 1. The Anacortes Municipal Code is amended as shown in Attachment A.

Section 2. This ordinance takes effect five days after publication.

PASSED and APPROVED this ____ day of _____, 2018.

CITY OF ANACORTES:

Laurie Gere, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

New Chapter 19.46

AFFORDABLE HOUSING DEMONSTRATION PROGRAM

Draft January 10, 2018 – Planning Commission Recommended Version

Sections:

- 19.46.010 Purpose.
- 19.46.020 Applicability.
- 19.46.030 Flexibility to certain zoning, design, and regulatory standards.
- 19.46.040 Design standards.
- 19.46.050 Affordable housing requirements.
- 19.46.060 Review procedures.

19.46.010 Purpose.

The purpose of this chapter is to:

- A. Facilitate, for a specified trial period, the construction of affordable rental housing by applicants that can demonstrate an ability to finance, manage, and monitor affordable renter-occupied housing units to assure permanent affordability, in accordance with the directives of the Growth Management Act, Housing Policy Act, and the city's comprehensive plan.
- B. Provide flexibility in certain development regulations in exchange for provision of affordable housing.
- C. Promote thoughtful layout of buildings, parking areas, and circulation, service, landscaping and amenity elements that enhance Anacortes's visual character, promote compatibility between developments and uses, and enhances the function of developments.
- D. **Program term.** The program described in this Chapter will expire one year from the effective date of the adopting ordinance or repealed by ordinance.

Commented [LBG1]: Added by Planning Commission – 1/10/18.

19.46.020 Applicability

This program applies to development of affordable rental housing units, by applicants meeting the qualifications within this Chapter, on properties located in the R4A zone within the area bounded by 22nd and 29th Streets, and M and Commercial Avenues.

19.46.030 Flexibility in certain zoning, design and regulatory standards.

- A. Project applicants who wish to participate in this program must demonstrate compliance with both the site and building design standards described in Section 19.46.040 below and the affordable housing requirements described in Section 19.46.050 below.
- B. Those projects that comply with Sections 19.46.040 and 19.46.050 are project eligible and qualify for the following zoning and project design standards relief options:

1. Density maximum. Projects are exempt from maximum density standards set forth in AMC 17.30.020.
2. Minimum lot size. Projects are exempt from the minimum lot size set forth in AMC 17.28.050.
3. Minimum setbacks. Projects may reduce the minimum rear setback to 10 feet and minimum interior side setbacks to 5 feet, or 10 feet on a side lot line adjacent to a street.
4. Maximum building height. The maximum building height is increased to 50 feet.
5. Parking requirements. A minimum of one off-street parking space is required per dwelling unit. Alternatively, a study of anticipated parking demand, prepared by a professional engineer with expertise in traffic and parking analysis, or an equally qualified individual authorized by the Director, may be submitted by the applicant and used as the basis for establishing the parking requirement.

19.46.040 Site and building design standards.

The following site and building design standards apply to projects developed under these provisions:

- A. Block frontage standards. The following standards apply to the street facing façade and the portion of the lot that fronts onto the street.
 1. Building entries. At least one building entry must be visible and accessible from the sidewalk.
 2. Façade transparency. Transparent window area must be provided along at least 15 percent of the facade of the building.
 3. Weather protection. Weather protection at least five feet deep must be provided over the primary entrance of the building (for common entrances) and at least three feet deep over any private building entries that front onto the street.
 4. Parking location. Off-street parking must be located to the side or rear of buildings. For multi-building developments, no more than 50 percent of the street frontage can be occupied by off-street parking and driveways.
 5. Landscaping. All areas between the sidewalk and the building must be landscaped, except for walkways, porches, decks, and hardscape plazas.
- B. Open space.
 1. Developments must provide minimum usable open space equal to 100 square feet per dwelling unit for studio and one-bedroom dwellings and 150 square feet per dwelling unit for dwellings with two or more bedrooms. The required open space may be provided in a combination of ways:
 - a. Shared open space. All of the required open space may be in the form of shared open space available to all residents and meeting the requirements of subsection B.2 below.
 - b. Ground level individual outdoor space. All of the required open space may be provided by ground level outdoor space that is adjacent and directly accessible to the subject unit. Such open spaces must be enclosed by a fence and/or hedge at least 32 inches in height to qualify. Ground level individual outdoor open space in excess of the minimum required area must not be used in the calculations for determining the minimum usable open space requirements for other units in the development.

c. Balconies. Up to 50 percent of the required open space may be provided by private balconies provided they are at least 36 square feet, with no dimension less than six feet. Balconies in excess of the minimum required area must not be used in the calculations for determining the minimum usable open space requirements for other units in the development. This item may not be combined with item (B)(1)(d) of this subsection.

Commented [LBG2]: Added by Planning Commission – 1/10/18.

d. Shared roof decks. Up to 50 percent of the required open space may be provided by shared roof decks located on the top of buildings. This item may not be combined with item (B)(1)(c) of this subsection. Shared roof decks must be available to all residents and meet the following requirements:

Commented [LBG3]: Added by Planning Commission – 1/10/18.

- i. Space must feature hard surfacing, provide amenities such as seating areas, landscaping, and/or other features that encourage use.
- ii. Space must integrate landscaping elements that enhance the character of the space and encourage its use.
- iii. Space must incorporate features that provide for the safety of residents, such as enclosures, railings, and appropriate lighting levels.

2. Shared open space. Shared open space can include landscaped courtyards or decks, entrance plazas, gardens with pathways, children's play areas, pools, and water features provided they are accessible to all residents of the development. Accessible areas used for storm water retention or other multipurpose recreational and/or green spaces that meet the design criteria herein may qualify as shared open space.

- a. Shared open space must be located in centralized areas that are accessible to all residents of the development.
- b. Required setback areas must not count as shared open space unless the design of the space meets the standards herein.
- c. Shared open space must feature no dimension less than 15 feet in order to provide functional leisure or recreational activity.
- d. Shared open space must feature paths or walkable lawns, landscaping, seating, lighting, and play structures, sports courts, or other pedestrian amenities to make the area more functional and enjoyable for a range of users.
- e. Shared open space must be separated from ground level windows, streets, service areas and parking lots with landscaping, fencing, and/or other acceptable treatments that enhance safety and privacy for both the shared open space and dwelling units.

~~f. The Director may allow departures to shared open space requirements provided the applicant demonstrates that the alternative design provides functional gathering space with amenities serving a range of potential residents.~~

Commented [LBG4]: Removed by Planning Commission – 1/10/18.

C. Service areas and mechanical equipment.

1. Service areas (loading docks, trash dumpsters, compactors, recycling areas, electrical panels, and mechanical equipment areas) must be located for convenient service access while avoiding negative visual, auditory, olfactory, or physical impacts on the streetscape environment and adjacent residentially zoned properties. Service areas must be sited for alley access if available.

2. Service areas must not be visible from the sidewalk and adjacent properties. Where the Director finds that the only option for locating a service area is an area visible from a public right-of-way, internal pathway or pedestrian area, or from an adjacent property, the area must be screened with structural and or landscaping screening measures. Service elements accessible from an alley are exempt from screening requirements.
3. Utility meters, electrical conduit, and other service utility apparatus. These elements must be located and/or designed to minimize their visibility to the public. If such elements are mounted in a location visible from the street, pedestrian pathway, shared open space, or shared auto courtyards, they must be screened with vegetation and/or integrated into the building's architecture.
4. Roof mounted mechanical equipment.
 - a. All rooftop mechanical equipment, including air conditioners, heaters, vents, and similar equipment must be fully screened from public view both at grade and from higher buildings with the exception of solar panels and roof-mounted wind turbines. Screening must be located so as not to interfere with operation of the equipment.
 - b. Locate and/or shield noise producing mechanical equipment such as fans, heat pumps, etc. to minimize sounds and reduce impacts to not at property lines adjacent properties.

D. Façade articulation.

1. Residential buildings must include articulation features at intervals that relate to the location/size of individual units within the building (or no more than every 30 feet) to break up the massing of the building and add visual interest and compatibility to the surrounding context. At least three of the following features must be employed at intervals no greater than the unit interval or 30 feet (whichever is less):
 - a. Use of windows and/or entries.
 - b. Change in roofline.
 - c. Change in building material, siding style, and/or window pattern.
 - d. Providing vertical building modulation of at least 12 inches in depth if tied to a change in roofline modulation or a change in building material, siding style, or color. Balconies may be used to qualify for this option if they are recessed or projected from the façade by at least 18 inches.
 - e. Vertical elements such as a trellis with plants, green wall, art element.
 - f. Other design techniques that effectively break up the massing at no more than 30-foot intervals.

19.46.050 Affordable housing requirements.

Projects developed under this chapter must comply with the following requirements:

- A. **Income limit.** All rental units developed under this chapter must be affordable to and occupied by households with an income of 50 percent or less of the area median income (as determined by HUD) as adjusted by family size for Skagit County. "Affordable" means that the total housing costs,

including basic utilities as determined by the City, must not exceed 30 percent of the household income.

B. **Duration.** Rental units must serve only income-eligible households for a minimum period of 50 years from the date of the certificate of occupancy.

C. **Affordability agreement.**

1. Prior to building permit issuance, an affordable housing agreement in a form approved by the Director and City Attorney must be recorded with the Skagit County Auditor's office as a covenant running with the land and binding on the applicant, property owner, assigns, heirs and successors.
2. The agreement must address the level and duration of affordability, tenant qualifications, reporting, monitoring, and any other topics related to the provision of the affordable housing units.
3. The City may, at its sole discretion, establish a monitoring fee for the affordable units to cover the costs to the City to review and process documents to maintain compliance with income and affordable restrictions of the agreement.

D. **Project applicant qualifications.** Applicants must meet the following requirements to qualify under this Chapter:

1. The applicant is a properly organized nonprofit organized and operating with the charitable purpose of creating and retaining income qualified rental housing, or a housing authority organized under RCW 35.82.
2. The applicant can demonstrate experience in providing affordable housing. Notwithstanding this requirement, an applicant that can demonstrate experience in providing housing and a mission statement of its intent to use that experience toward achieving the goal of providing permanently affordable housing may be deemed to have met this requirement.
3. The applicant can demonstrate the ability to employ a mechanism to retain all of the units as affordable for a minimum 50-year period for applicable income levels.
4. The applicant can demonstrate an ability and commitment to submit an annual report to the city documenting the status of all residential units.

19.46.060 Review Procedures.

Applications under this chapter follow the procedures in AMC Chapter 19.20.

Chapter 19.20 Application Procedures

Table 19.20.030 Types of review is amended as follows:

Table 19.20.030-1 Table Review Classification and Process Matrix

Types of Review	Type 1 Administrative Ministerial Actions	Type 2 Administrative Decisions	Type 3-HE Hearing Examiner Decisions	Type 3-PC Planning Commission Decisions	Type 4 City Council Decisions
Types of Applications	• Accessory dwelling units • Building, mechanical, and plumbing permits • Clearing and grading permits • Extension of time for approval • Shoreline exemptions • Minor permit revisions • Wireless Telecommunication uses in AMC 17.63.060	• Administrative conditional use permits, including home occupation permits • Affordable Housing Demonstration Program Projects • Binding site plans • Boundary line adjustments • Level 1 variances • Preliminary short subdivisions • SEPA threshold determinations • Stormwater Management Manual adjustments and exceptions	• Special use permits for towers or antennas • Level 2 variances	• Shoreline Substantial Development Permits (SSDP) for projects valued less than one million dollars on site less than three acres • Shoreline Conditional Use and Variance Permits • Special use and reasonable use permits per AMC Chapter 17.70 • Any other applications identified as "conditional uses" in AMC Title 17	• Conditional use permits, except administrative CUPs • Essential Public Facilities, type 1 and 2 • Manufactured home subdivisions • Preliminary long subdivisions • Modifications & exceptions per AMC Chapter 16.24 • Site-specific rezones authorized by the comprehensive plan • Shoreline Substantial Development Permits (SSDP) for projects

Types of Review	Type 1 Administrative Ministerial Actions	Type 2 Administrative Decisions	Type 3-HE Hearing Examiner Decisions	Type 3-PC Planning Commission Decisions	Type 4 City Council Decisions
					valued at one million dollars or more or on site of three acres or more
Pre-Application Conference	At discretion of Director	At discretion of Director	Yes	Yes	Yes
Pre-Application Neighborhood Meeting	No	No, except for short subdivisions at discretion of Director	Yes	Yes	Yes
Notice of Application	No	Yes	Yes	Yes	Yes
Comment Period	None	14 days	21 days	21 days (30 for shoreline permits)	21 days (30 for shoreline permits)
Recommendation By	None	None	Director	Director	Planning Commission
Pre-Decision Open-Record Public Hearing	No	No	Yes, before Hearing Examiner	Yes, before Planning Commission	Yes, before Planning Commission
Closed-Record Decision Hearing	No	No	No	No	Yes, before City Council
Decision By	Director	Director	Hearing Examiner	Planning Commission	City Council
Notice of Decision	No	Yes	Yes	Yes	Yes
Local Appeal Available To	Hearing Examiner	Hearing Examiner	City Council	City Council	None

	Type 1 Administrative Ministerial Actions	Type 2 Administrative Decisions	Type 3-HE Hearing Examiner Decisions	Type 3-PC Planning Commission Decisions	Type 4 City Council Decisions
Types of Review					
Appeal Hearing Type	Open-record	Open-record	Closed-record	Closed-record	N/A

DRAFT



Determination of Non-Significance

Description of Non-Project Action Proposal: The proposal is a non-project legislative action to amend the Anacortes Municipal Code (AMC) to add new regulations to encourage development of affordable housing within a portion of the R4A zone. The proposal allows flexibility in certain development regulations, including increasing the maximum building height to 50-feet, reducing certain setback requirements, reducing parking requirements, and eliminating the maximum density limit for projects that provide affordable housing. Site and building design standards, project applicant qualifications, affordability level and duration, and review procedures are also included.

Proponent: City of Anacortes

Location of Proposal: R4A designated area between Commercial Ave., M Ave., 22nd St. and 29th St.

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

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

This DNS is issued under WAC 197-11-340(2); the City of Anacortes will not act on this proposal for 14 days from the date of this notice. **Written comments on this threshold determination must be submitted by 5:00 p.m. January 3, 2018** to the contact person listed below. The issuance of this DNS does not constitute project approval.

No administrative appeal process is available for this DNS on this legislative action. Appeals may be filed with the Growth Management Hearings Board following final City Council action on the proposed amendment, based on written comments submitted on the DNS by the deadline noted above.

Public Hearing: A public hearing is scheduled before the Planning Commission on **January 10, 2018 at 6 p.m.**

To View Documents: Documents associated with the proposal can be viewed on the City of Anacortes Planning Department website, at: <https://www.anacorteswa.gov/198/Anacortes-Municipal-Code-Updates> (click on "Affordable Housing Demonstration Program"), or may be reviewed at City of Anacortes Planning Department, 904 6th Street, Anacortes, WA 98221 during regular business hours.

Contact Person: Libby Grage, Planning Manager - PCED, P.O. Box 547, Anacortes, WA 98221; libbyb@cityofanacortes.org; 360-299-1986

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

Signature:

Date of Issuance: December 20, 2017



SEPA ENVIRONMENTAL CHECKLIST

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

1. Name of proposed project, if applicable: [\[help\]](#)
City of Anacortes Affordable Housing Demonstration Program Code Amendment
2. Name of applicant: [\[help\]](#)
City of Anacortes Planning, Community, & Economic Development Department
3. Address and phone number of applicant and contact person: [\[help\]](#)
City of Anacortes Planning, Community, & Economic Development Department
Libby Grage, Planning Manager
P.O. Box 547
Anacortes, WA 98221
360-299-1986
Libbyb@cityofanacortes.org
4. Date checklist prepared: [\[help\]](#)
December 14, 2017
5. Agency requesting checklist: [\[help\]](#)
City of Anacortes
6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)
Planning Commission Public Hearing – January 10, 2018
City Council Adoption – February/March, 2018
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)
Future amendments to the Anacortes Municipal Code development regulations, including the addition of bonus incentives for projects providing affordable housing units within various zones throughout the city, are anticipated to be adopted in 2018.

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

SEPA analyses was completed for the periodic update to the Anacortes Comprehensive Plan in 2016. This proposed amendment implements various Comprehensive Plan affordable housing policies within the Comprehensive Plan. Documents are available for review upon request.

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

The City is currently in the process of updating its zoning, development regulations and design standards, which would impact properties also covered by this non-project action proposal.

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

The proposed amendment will be adopted by the City Council by ordinance through the legislative process. Future development applications that utilize the amended regulations would be reviewed and approved through issuance of various permits and approvals as required.

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

The proposal is a nonproject legislative action to amend the Anacortes Municipal Code to add new regulations encouraging development of affordable housing. The proposal allows flexibility in certain development regulations, including an increase in building height, reductions in certain setbacks and parking, and elimination of the minimum lot size and maximum density limit in exchange for development of affordable rental housing units. Site and building design standards, project qualifications and review procedures are also established in the proposal.

The complete text of the proposed amendments and the associated staff report are available for review at the Planning, Community, and Economic Development Department and posted on the Planning Division's website at <https://www.anacorteswa.gov/161/Planning-Community-Economic-Development>.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you

are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [\[help\]](#)

The proposal would be applicable to a limited area including properties that are designated R4A within the area generally bounded by Commercial Ave., 22nd St., M Ave. and 28th St. A map depicting the proposed boundaries is attached.

Section 24, Township 35, Range 01 and Section 19, Township 35, Range 02

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

1. Earth

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

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

The area affected by the proposed amendment is primarily flat with a gentle slope to the northeast.

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

The area affected by the proposed amendment includes maximum slopes of approximately 5-6%.

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

Bow-Urban land complex, 0 to 8% slopes.

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

None known.

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

Does not apply. The proposal is a non-project action and no filling, excavating, grading, etc. will occur as part of the amendment.

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

Does not apply. The proposal is a non-project action to amend the development regulations and no clearing or construction is related to the proposed changes.

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

Does not apply. The proposal is a non-project action to amend the development regulations and no impervious surface is created.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)
Does not apply. The proposal is a non-project action to amend the development regulations and no construction-related activities are proposed.

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)
Does not apply. The proposal is a non-project action to amend the development regulations and no construction-related activities are proposed.
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)
Does not apply. The proposal is a non-project action to amend the development regulations.
- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)
Does not apply. The proposal is a non-project action to amend the development regulations.

3. Water

- a. Surface Water: [\[help\]](#)
- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)
The nearest open surface water bodies are Ace of Hearts Creek and Beaverbrook approximately 1,500 feet to the southwest and west, respectively. Fidalgo Bay is located approximately 2,000 feet to the east.
 - 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)
Does not apply. The proposal is a non-project action to amend the development regulations and no construction-related activities are proposed.
 - 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)
Does not apply. The proposal is a non-project action to amend the development regulations and no construction-related activities are proposed.
 - 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

Does not apply. The proposal is a non-project action to amend the development regulations and no construction-related activities are proposed.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

[\[help\]](#)

The area affected by the proposed amendment is not located within the 100-year floodplain.

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

Does not apply. The proposal is a non-project action to amend the development regulations and no construction-related activities are proposed.

b. Ground Water:

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

Does not apply. The proposal is a non-project action to amend the development regulations and no construction-related activities are proposed.

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

Does not apply. The proposal is a non-project action to amend the development regulations and no construction-related activities are proposed.

c. Water runoff (including stormwater):

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

Does not apply. The proposal is a non-project action to amend the development regulations and no construction-related activities are proposed.

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

Does not apply. The proposal is a non-project action to amend the development regulations and no construction-related activities are proposed.

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

Does not apply. The proposal is a non-project action to amend the development regulations and no construction-related activities are proposed.

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

Does not apply. The proposal is a non-project action to amend the development regulations and no construction-related activities are proposed.

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

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

☒ deciduous tree: alder, maple, aspen, other

☒ evergreen tree: fir, cedar, pine, other

☒ shrubs

☒ grass

☐ pasture

☐ crop or grain

☐ Orchards, vineyards or other permanent crops.

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

☐ water plants: water lily, eelgrass, milfoil, other

☐ other types of vegetation

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

Does not apply. The proposal is a non-project action to amend the development regulations and no vegetation removal activities are proposed.

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

None known.

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

Does not apply. The proposal is a non-project action to amend the development regulations and no vegetation removal activities are proposed.

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

None known.

5. Animals

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

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

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

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

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

None known.

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

Pacific flyway.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

None known.

6. Energy and natural resources

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

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

Does not apply. The proposal is a non-project action to amend the development regulations.

7. Environmental health

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

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

None known. There are various facilities within the proposed boundary of the area affected by the amendment that may store or handle hazardous materials, including Island Hospital and vehicle repair shops.

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

None known.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced

during the project's development or construction, or at any time during the operating life of the project.

Does not apply. The proposal is a non-project action to amend the development regulations.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

b. Noise

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

Various potential sources of noise exist within the area including traffic associated with arterial and local access roads, and general operation of commercial and healthcare activities in the vicinity.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

8. Land and shoreline use

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

Current land uses within the area include Island Hospital and various medical clinics, single and multifamily residences, offices, and other general commercial uses.

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

No.

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

No.

- c. Describe any structures on the site. [\[help\]](#)
The area affected by the amendment includes various commercial and residential structures.
- d. Will any structures be demolished? If so, what? [\[help\]](#)
Does not apply. The proposal is a non-project action to amend the development regulations.
- e. What is the current zoning classification of the site? [\[help\]](#)
R4A
- f. What is the current comprehensive plan designation of the site? [\[help\]](#)
Residential High Density
- g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)
n/a
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [\[help\]](#)
No
- i. Approximately how many people would reside or work in the completed project? [\[help\]](#)
Does not apply. The proposal is a non-project action to amend the development regulations.
- j. Approximately how many people would the completed project displace? [\[help\]](#)
Does not apply. The proposal is a non-project action to amend the development regulations.
- k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)
Does not apply. The proposal is a non-project action to amend the development regulations.
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)
Does not apply. The proposal is a non-project action to amend the development regulations.
- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:
Does not apply. The proposal is a non-project action to amend the development regulations.
9. Housing
- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)
The purpose of the proposed amendment is to provide incentives for the development of rental housing units that are affordable to households with an income of 50% or less of the Area Median Income for Skagit County.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

10. Aesthetics

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

The proposal increases the maximum height limit within the demonstration program area from 35' to 50'. Projects developed under the proposed regulations would have to comply with applicable site and building design standards.

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

Views toward Fidalgo Bay may be altered as a result of taller buildings constructed under the proposed amendments.

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

The proposal includes new site and building design standards to mitigate the impacts of increased height and bulk allowances for qualifying projects.

11. Light and glare

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

12. Recreation

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

Storvik Park is located directly to the south across 29th St. and Anacortes Middle School and associated recreational facilities are located nearby to the west.

- b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)
Does not apply. The proposal is a non-project action to amend the development regulations.
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)
Does not apply. The proposal is a non-project action to amend the development regulations. The proposal does include minimum open space requirements to ensure usable space for new residents.

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. [\[help\]](#)
The demonstration program area includes multiple properties. According to WISAARD, the only building within the proposed boundary eligible for listing is Anacortes Armory at 2219 M Ave.
- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)
None known.
- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)
Washington Information System for Architectural and Archaeological Records Data was reviewed, GIS data.
- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.
Does not apply. The proposal is a non-project action to amend the development regulations.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [\[help\]](#)
The proposed program area is roughly bounded by Commercial Avenue to the east, 22nd Street to the north, M Avenue to the west, and 29th Street to the south.
- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)

The area is served by Skagit Transit with transit stops located along Commercial Avenue, M Avenue, and at Island Hospital.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

15. Public services

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

16. Utilities

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

Does not apply. The proposal is a non-project action to amend the development regulations.

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

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

Signature: Libby Grage

Name of signee Libby Grage

Position and Agency/Organization Planning Manager, City of Anacortes

Date Submitted: 12/15/17

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

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

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

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

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

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

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

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

The proposal is a nonproject action and would not directly impact water, air quality, noise, or release of hazardous substances. Specific projects proposed as a result of these regulations that could result in impacts would be reviewed consistent with the applicable provisions of the Anacortes Municipal Code and SEPA procedures.

Proposed measures to avoid or reduce such increases are:

N/A

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

The proposal is a nonproject action and would not directly impact plants, animals, fish or marine life. Specific projects proposed as a result of these regulations that could result in impacts would be reviewed consistent with the applicable provisions of the Anacortes Municipal Code and SEPA procedures.

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

N/A

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

The proposal is a nonproject action and would not deplete energy or natural resources. Specific projects proposed as a result of these regulations that may result in increased energy consumption would be reviewed consistent with the applicable provisions of the Anacortes Municipal Code and SEPA procedures.

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

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

The geographic area affected by the proposed amendment does not contain any environmentally sensitive areas or other areas designated for governmental protection, and adoption of the amendment is not expected to negatively impact such areas.

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

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

The proposed amendment is consistent with the Anacortes Comprehensive Plan and future land use designation for the area and does not change the land uses that could be developed. The proposal is not expected to negatively affect land and shoreline use, or to allow or encourage land or shoreline uses incompatible with existing plans. Project specific development proposals would be reviewed consistent with the Anacortes Municipal code and SEPA procedures.

Proposed measures to avoid or reduce shoreline and land use impacts are:
The proposed amendment includes site and building design standards to enhance compatibility of new developments with the surrounding area.

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

The proposed amendment would not directly impact demand on transportation or public services or utilities. However, project-level development may increase motorized and non-motorized travel demand in the city. Intercity commuting and local intra-city trips will increase. Similarly, project level development may result in an increased demand for public services and utilities. Project specific development proposals would be reviewed consistent with the Anacortes Municipal code and SEPA procedures.

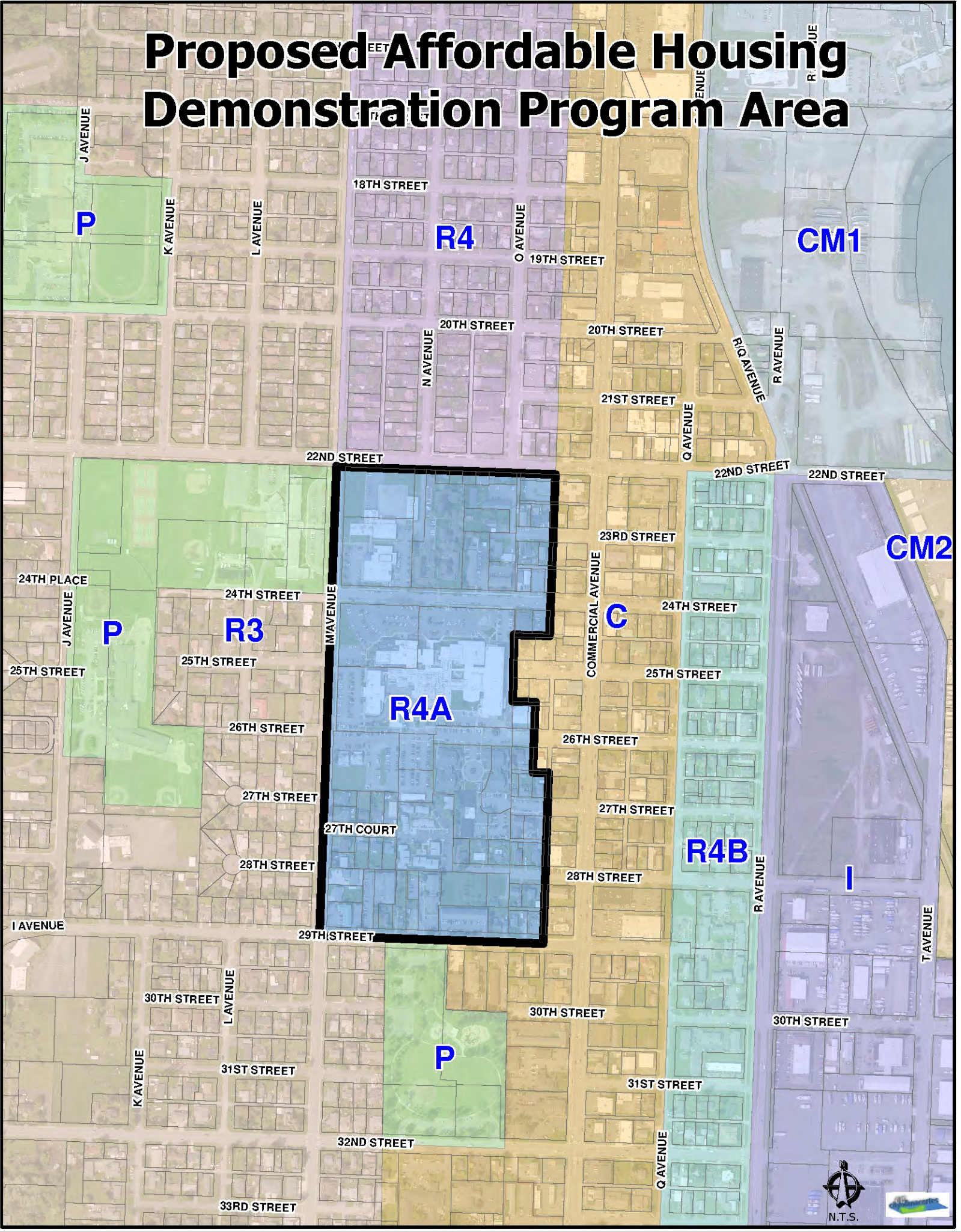
Proposed measures to reduce or respond to such demand(s) are:

N/A

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

Conflicts with local, state or federal laws for the protection of the environment are not anticipated.

Proposed Affordable Housing Demonstration Program Area





City of Anacortes

Planning, Community & Economic Development Department

Don Measamer, *Director*

Staff Report

To: Planning Commission

From: Planning, Community & Economic Development Department
Libby Grage, Planning Manager

Subject: DRAFT Affordable Housing Demonstration Program proposed code amendment

Date: November 22, 2017

Background

At their September 18, 2017 meeting, the Anacortes City Council directed Planning, Community & Economic Development (PCED) staff to develop a proposal for amendments to the Anacortes Municipal Code to facilitate development of affordable rental housing units. The City is currently processing an extensive update of its development regulations, including proposed height and density bonus incentives in exchange for provision of affordable housing; however, this larger update is not anticipated to be completed until Spring 2018, and there is an urgent need for additional affordable rental units in the community right now. The proposed amendments are intended to provide incentives and flexibility for the development of affordable rental units in the interim period.

Consistency with AMC 19.16 Legislative Actions

AMC 19.16 outlines procedures for amendments to the development regulations, and specifies elements to be addressed within a proposal for an amendment. Each element is listed below with staff analysis following.

1. *What is proposed to be changed and why:*

A new Chapter, AMC 19.46 Affordable Housing Demonstration Program, is proposed to be added to the Anacortes Municipal Code. The chapter would provide relief for some development standards in the R4A/R4¹ zone that have been identified as potential regulatory barriers to development of affordable rental housing, such as density maximums, lot size minimums, parking requirements, and building height limitations.

Under the proposed amendment, qualifying projects within the R4A zone would be exempt from certain R4A/R4 regulations, including the maximum density and minimum lot size requirements, and would be able to increase the maximum building height to 50-feet, adjust minimum setback requirements, and reduce minimum off-street parking requirements. The amendments also provide for a method to request a waiver or reduction in various impact and permit fees. Concurrent amendments to impact fee and other fee provisions in the AMC are proposed to be implemented in coordination with this proposal. Projects would be subject to all other applicable development regulations in effect at the time of complete application.

¹ Per AMC 17.30.010, within the R4A district, all uses and regulations contained in the R4 district shall apply except for the maximum density and height.

The proposed amendments identify applicant/organization qualifications, rental unit income limits, duration of affordability, and a requirement for entering into an affordability agreement with the City outlining provisions for reporting, monitoring, and other topics.

The Affordable Housing Demonstration Program established in the amendment is proposed to expire after one year, at which point it is anticipated that the city-wide development regulations will have been adopted, including incorporation of height and other bonus incentives in exchange for provision of affordable housing, which would apply to a greater range of project applicants and zones.

2. *Anticipated impacts to be caused by the change, including geographic area affected and issues presented:*

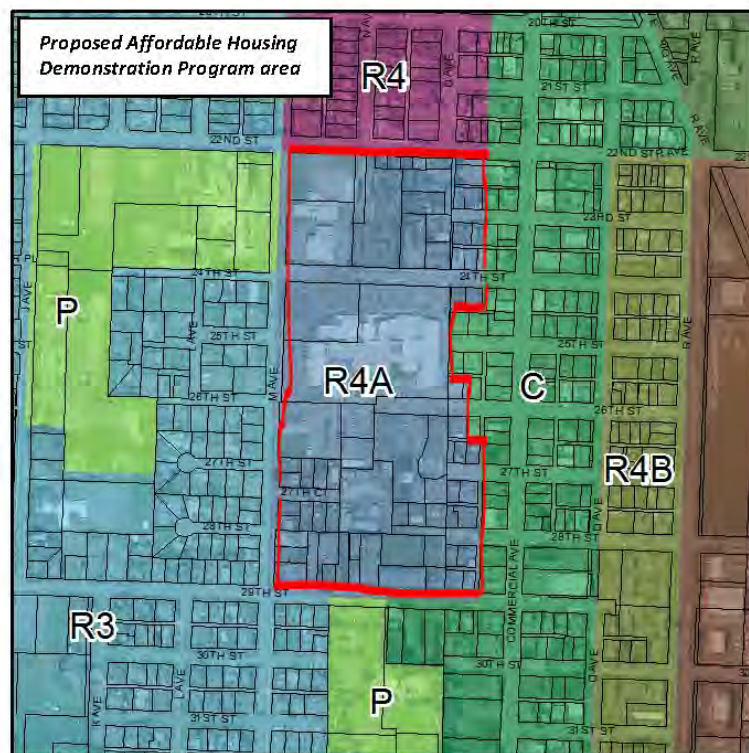
Geographic area

The geographic area affected by the proposed code amendment includes the area currently zoned R4A bounded by Commercial Ave. to the east, 22nd Street to the north, M Ave. to the west, and 29th Street to the south. The area is approximately 43 acres in size, and includes about 75 parcels. Existing land uses within the area include Island Hospital and associated parking areas, various medical and other office buildings, an assisted living and nursing home facility, the Anacortes Family Center offices and transitional housing, governmental buildings, a mixture of single family and multi-family housing, and several vacant properties. The area has good proximity to recreational activities, services, employment opportunities, and is on a bus-line.

Anticipated impacts

Due to the limited timeframe, geographic area, types of eligible organizations, and 100% affordability requirement, it is anticipated that only a very limited number of projects would be constructed under the provisions as currently drafted.

Impacts resulting from the flexibility in form and intensity (height and setbacks) and reduced parking standards are anticipated to be mitigated by new site and building design standards which are intended to enhance livability and achieve development that is compatible with the surrounding area.



3. *A demonstration of why the proposal is needed:*

According to the Draft Anacortes Affordable Housing Strategic Plan, 37% of Anacortes households earn less than half of the area median income (AMI), but only 24% of the existing housing stock is affordable to this group. In order to meet existing needs, an additional 330 rental units affordable to households at less than 50% AMI are needed. The proposed amendment focuses on incentivizing development of rental units for this particular income level.

4. *How the amendment is consistent with the Comprehensive Plan's vision and goals:*

The proposed amendment is consistent with the Comprehensive plan vision and goals of providing for a sufficient quantity and variety of housing to meet needs for all economic segments of the community. Additionally, the proposed amendment is consistent with the following supporting policies:

Policy LU-6.6. Explore the development of zoning incentives to help meet housing diversity and affordability goals.

Examples could include residential density bonuses, variations in allowed housing type, or flexibility in regulations, if a proposal meets community goals for affordable, senior, size limited or other types of innovative housing. If not permitted outright or through discretionary review processes, consider providing for these incentives through pilot programs or other innovative measures.

Policy H-1.6. Evaluate barriers to achieving increased density in multifamily residential and mixed use zones and revise regulations if appropriate.

Policy H-1.9. Encourage demonstration projects of innovative housing types or programs, such as co-housing, tiny houses, or others.

Policy H-3.3. Support non-profit agencies and public/private partnerships to preserve or develop additional housing for very low, low and moderate income households.

Policy H-3.8. Require that affordable housing achieved through public incentives or assistance remains affordable for the longest possible term.

Policy ED-1.10. Support the development of an adequate range of affordable housing opportunities for the local workforce to increase the attractiveness of the city to employers.

Grage, Libby

From: Measamer, Don
Sent: Monday, December 04, 2017 9:26 AM
To: 'Brian Clark'; Grage, Libby
Cc: Susan R; Vernon Lauridsen; tbaker8978; pmohousing@gmail.com; wnfrench25@gmail.com
Subject: RE: Affordable Housing Demonstration Language

Hello Brian,

Thank you for your comments they will be included with the material moving forward.

Best regards,

Don Measamer, Director | Planning, Community & Economic Development Department
P.O. Box 547 | 904 6th Street | Anacortes, WA 98221
360.299.1942 (work) don@cityofanacortes.org

From: Brian Clark [mailto:bkclark@anacorteshousing.com]
Sent: Tuesday, November 28, 2017 3:42 PM
To: Measamer, Don <don@cityofanacortes.org>; libby@cityofanacortes.org
Cc: Susan R <susangr238@gmail.com>; Vernon Lauridsen <vernonlauridsen@gmail.com>; tbaker8978 <tbaker8978@gmail.com>; pmohousing@gmail.com; wnfrench25@gmail.com
Subject: Affordable Housing Demonstration Language

Don & Libby,

I would like to first say that the Housing Authority has no interest in delaying or not supporting the family center project. We are aware that this language is specific to that project and are in full support of any affordable housing that may be brought to the community. Here are our recommended changes to the language to allow others to participate if a project makes itself available.

1. Consider expanding the area where such demonstration project could be located to include all of the R4, R4A and R4B zones.
2. Consider extending the time frame to two years to allow more groups to be involved.
3. Consider changing the income limits to 80% or below of AMI. This would allow for a greater quantity of grant dollars to be applied to the demonstration and allow a larger number of families to qualify. This would also keep things in line with other HUD programs that allow for 80% or below of AMI.
4. The affordability section says "30 percent of the income limit stated in 19.46.050(A)1 above." I am not sure what this means. Consider removing this or saying something like rent not to exceed 30% of a tenants income. This seems a bit restrictive on the rent amounts and could possibly cause a project to not pencil out without some sort of subsidy layer. Section 8 (HCV) allows for tenants to go up to 40% of their income. The Home Program allows for a high home rent and a low home rent that both could exceed 30% of a tenants income.

5. Consider changing the affordability agreement section to include that the project be recorded in the chain of title to create a covenant running with the land such that the land could not be sold to anyone or any entity that does not qualify and does not keep the units affordable for the required 50 years.

If you have any questions please feel free to contact me.

Thanks

Brian Clark

Mr. Don Measamer

Director Planning, Community, and Economic Development

City of Anacortes

Response to proposed Chapter 19.46

This is a written follow up to my remarks at the November 29, 2017 Planning Committee meeting.

The Affordable Housing Demonstration Program, Chapter 19.46 is a specific response to a specific issue and should not be open ended enough to allow other projects to be vested under the current development rules. The Anacortes Family Center has a specific project with a clearly defined funding mechanism that is well on its way to fruition. This has necessitated a "one time" need for major variances to the current development codes. As has been stated, the City of Anacortes is well along in a multiyear major revision of the current development codes. While the timetable has slipped somewhat it is currently anticipated that the new code will be finalized and adopted by mid-2018. There is an evident commitment on the part of the City of Anacortes to include incentives for developing affordable housing options however, these incentives and bonuses have not been finalized.

The Anacortes Family Center project requires major variances from the current code including height, density, setback, and parking variances. These deviations from the current code are intended to be addressed in the new Title 19 and a process to allow for "bonus" provisions with adequate protection to ensure that long term affordability is the actual result of giving "bonuses" is a stated goal of the new Title 19. The proposed Chapter 19.46 is the proper way to deal with this one-off time constraint and should be structured to ensure that only the Anacortes Family Center project qualifies for this project. There are no other projects that would be stalled or harmed by a wait until mid-2018. As a practical matter, should a new project be presented to the City now, the current development process (pre-application meeting, neighborhood meeting, and progressive public hearings) would insure that the project could not even begin until after the new Title 19 has been finalized. At this point, any new application would be nothing more than an attempt to "vest" under current development regulation.

Chapter 19.46 short circuits current all neighborhood protections as it allows major variances and conditional uses without the hearing process currently in place. In fact, Chapter 19.46 removes any ability to oppose a project meeting the qualifications. As a demonstration project such short circuiting has no effect on Anacortes neighborhoods other than the one immediately surrounding the Anacortes Family Center property. By designating the R4a district as subject to these relaxed rules, the City runs the risk of another party attempting to "vest" under these relaxed standards. Chapter 19.46 lacks penalties or enforcement should a project be proposed that would only allow affordable housing for a short period of time. The Chapters sole method of insuring affordability is 19.46.050.A.4 which requires an agreement providing "level and duration of affordability, tenant qualifications, reporting, monitoring, and other applicable topics." To be recorded with the chain of title for the property. While this is some protection, if it were to apply to a project other than the AFC project, the protections should be beefed up and the agreement should be signed by not only the applicant but the property owner as well. In the

case of the AFC, the applicant is the property owner however, if this Chapter were used by another party, that might not be the case.

In short, to ensure that Chapter 19.46 operates as intended the City of Anacortes should amend the demonstration project boundaries much more narrowly than the R4a zone. Additionally, language clearly binding the owners of the real property as well as the applicant to the Affordable housing requirements in 19.46.050 should be added. Finally, unless this Chapter is clearly tailored to only the AFC project, there should be clearly defined penalties for conversion of any of the housing units to less than Very Low Income (VLI) units as defined in 19.46.050.

While some may say that the likelihood of another applicant trying to qualify under these reduced standards is very small, the City should not risk opening any loophole that might have unintended consequences.

Sincerely

PATRICK O'HEARN

11039 Post Drive

Anacortes, Wa

Grage, Libby

From: PATRICK O'HEARN <fishbro@msn.com>
Sent: Tuesday, January 09, 2018 9:31 AM
To: Measamer, Don; Grage, Libby
Subject: Affordable Housing Demonstration Project
Attachments: affordable housing response.docx

Dear Mr. Measamer and Ms. Grage,

Attached is my response for the Planning Commission hearing on The Affordable Housing Demonstration Project. Please include it in the materials for the Planning Commission Hearing.

Thank You

Patrick O'Hearn
11039 Post Dr
Anacortes

January 9, 2018

Mr. Don Measamer,

Director of Planning, Community, and Economic Development

Dear Mr. Measamer,

Please include the following in the Planning Commission review of the Affordable Housing Demonstration Program.

This Affordable Housing Demonstration Program (AHDP) code is an attempt to begin to develop a response to the need for low income housing in Anacortes. The proximate cause of this program is to enable the Anacortes Family Center (AFC) to build a housing unit on 27th Street that will be 50 ft tall and will have reduced setback and parking requirements. It has been the stated desire of some city councilors and city staff to get the AFC program underway prior to finalizing the rewrite of the development regulations. The history of this code is important because, having been written with a specific project in mind, one that would have a known and trusted applicant, there are only the barest of requirements to insure that any project developed under this code would operate as intended.

For example, there are a number of pages devoted to design requirements, but only one section dealing with income limits. There is an unstated assumption that the applicant would be the real property owner however that is not a requirement. Further, other than a general statement that there would be a monitoring program in place "acceptable to the city" there are no requirements concerning frequency of income monitoring. Lastly, while a covenant of some sort would be recorded with the land, there is no discussion of what would occur should there be a breach of the covenant. All these generalities assume that the AFC would be the applicant as well as the land owner.

However, the proposed program encompasses the area between Commercial and M Ave from 22nd Street to 29th Street. Within this broad area there are other opportunities to create a "demonstration" project. As a practical matter, even the Family Center project cannot be completed and its effect evaluated prior to the expiration date of the AHDP. Why then is this written so that other projects can qualify? The City has the stated goal of approving the updated development regulations within several months. It would not realistically slow down any other future projects to restrict the area to that immediately around the AFC project. By opening up a larger area, the City runs the risk of having other projects "grandfathered" under the old code. The idea of a "demonstration project" is to try something new and see if it works. This is an experiment and will reveal weaknesses as well as strengths as it proceeds. By limiting the AHDP to the specific program, any unanticipated or overlooked negatives will be few, and contained. Were the City not already well along towards rewriting the entire development code it might be appropriate to extend the boundaries and the time of the AHDP program; but since new regulations will be adopted within the near future, there is no reason to allow multiple projects to be grandfathered into a code that will shortly disappear.

If the zoning area covered by the code is to remain overly broad, then there needs to be much more work done on the definition of income, and the monitoring and compliance program in place to insure projects granted sweeping exemptions from development standards will actually be, and remain for low income residents.

The AHDP references HUD guidelines to determine low income limits. It should also reference HUD guidelines to determine what is "income". HUD has guidelines that clearly state what is included in income and what is excluded from income. (see attached 24 CFR 5.609 (b) and (c)) . While the CFR is exhaustive, it clearly

shows the fact that, absent definition, the term “income” quickly becomes a fluid concept and open to broad interpretation that may allow inclusion of people for which the program is clearly not intended. The income section should be amended to read “income as defined by HUD” shall be less than 50 percent of area income (as defined by HUD). This is not a small matter as the definition of “income” will determine just who is being served by this program.

The code, as written, assumes that the applicant will own the land the project is located on. 19.46.050.c.1 *“Prior to building permit issuance, An affordable housing agreement in a form approved by the Director and City Attorney must be recorded with the Skagit County Auditor’s office as a covenant running with the land and binding on the **applicant**, assigns, heirs and successors.”* While this requires a “covenant running with the land” it is only binding on the applicant. The landowner, if separate from the applicant should also be bound to the requirement that affordable housing is the sole allowed purpose of the property for a 50 year period. Without directly tying the land that the project sits on to the program, you create the possibility that a future land sale will negate the existence of the project. If the land owner is not willing to commit to the fifty year life of the demonstration project, it calls into serious question the applicants ability to provide sufficient guarantees that the project will continue for the fifty year period.

The only provision for monitoring the ongoing compliance with the intent of the program is as follows:

“19.46.50.c. 2. The agreement must address the level and duration of affordability, tenant qualifications, reporting, monitoring, and any other topics related to the provision of the affordable housing units. 3. The City may, at its sole discretion, establish a monitoring fee for the affordable units to cover the costs to the City to review and process documents to maintain compliance with income and affordable restrictions of the agreement.” Again, this language is probably sufficient for the AFC project but, if other projects are allowed, there needs to be a standard agreement which is reviewed and approved at something higher than the staff level.

The latest version of the code has added 16.46.040.b.2.f *“The Director may allow departures to shared open space requirements provided the applicant demonstrates that the alternative design provides functional gathering space with amenities serving a range of potential residents.”* This new language is problematic for several reasons. First, the current development code does not use or define “departures” as a procedure. The proposed NEW development code, which is in the process of being written and has not had any public hearings, contains the PROPOSED language:

“19.20.250 - Departures (NEW) A. Overview and purpose. This title provides for a number of specific departure opportunities to development standards. The purpose is to provide applicants with the option of proposing alternative design treatments provided such departures meet the “purpose” of the particular standard and any additional departure criteria set forth for the particular departure opportunity. B. Departures are voluntary. This provision allows the flexibility for applicants to propose alternative designs on a voluntary basis, provided they meet the purpose of the standard and applicable departure criteria as noted above. C. Applicability. Departure opportunities are available only to those specific standards that allow for departures. D. Procedures. Permit applications that include departure requests go through the standard review procedures set forth in this division depending on the application type. E. Approval criteria. Project applicants must successfully demonstrate to the review authority how the proposed departure meets the purpose(s) of the standard and other applicable departure criteria that applies to the specific standard. F. Documentation. The review authority must document the reasons for approving all departures (to be maintained with project application records) for the purpose of providing consistency in decisionmaking by the city.”

Obviously the concept of allowing “departures” to be granted by the director is lifted from the proposed new development regulations but, to include it in the Affordable Housing Demonstration Project regulations adds an undefined loophole to the current development code. Additionally, the public has not had a chance to weigh in on the concept of “departures”. If the intent is to give the applicant additional leeway, it should be done using language in the current development code such as a “variance” which has mechanisms within the code to allow the public to weigh in on the proposed “departure” from the code.

Secondly, to grant the director wholesale ability to amend the Open Space requirements negates the intent of the open space requirement. Remember, the AHDP already allows the project to be exempted from height, density, setback, and parking requirements. Allowing the director discretion to override further code requirements seems excessive. The AHDP goes into great detail about the need for, and how to provide open space but then gives the director carte blanche to modify the requirements. The “departures” portion of the proposed new development regulations are much more restrictive than this general language. Under the upcoming draft development regulations note that “departures” are only for SPECIFIC standards that allow for departures. In order to have a “departure” the applicant must *“successfully demonstrate to the review authority how the proposed departure meets the purpose(s) of the standard and other applicable departure criteria that applies to the specific standard.”* And *“The review authority must document the reasons for approving all departures (to be maintained with project application records) for the purpose of providing consistency in decisionmaking by the city.”* The inclusion of “departures” without defining or regulating them only creates another needless loophole.

To summarize, the AHDP should be geographically limited to the property owned by the Anacortes Family Center. If so, the proposed AHDP code is adequate. However, if a larger area is allowed, the code needs to be much more explicit in defining income and must bind the property owner as well as the applicant to the project and its required life. A robust income qualification monitoring program should be developed, reviewed and approved by the City Council prior to any building permits being issued. Finally, the entire language allowing “departures” to be administratively granted should be stricken. Any proposed changes to the open space regulations should fall under current rules for exceptions, not as yet unadopted future rules.

Sincerely

Patrick M. O’Hearn

11039 Post Drive

Anacortes

Attachment HUD Income Definitions

Exhibit 5-1

4350.3 REV-1

Exhibit 5-1: Income Inclusions and Exclusions

24 CFR 5.609(b) and (c)

Examples included in parentheses have been added to the regulatory language for clarification.

INCOME INCLUSIONS

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic amounts received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a **periodic amount (e.g., Black Lung Sick benefits, Veterans Disability, Dependent Indemnity Compensation, payments to the widow of a serviceman killed in action). See paragraph (13) under Income Exclusions for an exception to this paragraph;**
- (5) Payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation, and severance pay, except as provided in paragraph (3) under Income Exclusions;
- (6) Welfare Assistance.

(a) Welfare assistance received by the family.

(b) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as

income shall consist of:

- (c) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- (d) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

- (7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling; and
- (8) All regular pay, special pay, and allowances of a member of the Armed Forces, except as provided in paragraph (7) under Income Exclusions.
- (9) For Section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess

of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph "financial assistance" does not include loan proceeds for the purpose of determining income. *(Note: This paragraph also does not apply to a student who is living with his/her parents who are applying for or receiving Section 8 assistance.)*

INCOME EXCLUSIONS:

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received for the care of foster children or foster adults (usually persons with disabilities unrelated to the tenant family, who are unable to live alone);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, except as provided in paragraph (5) under Income Inclusions;
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in 24 CFR 5.403;
- (6) The full amount of student financial assistance paid directly to the student or to the educational institution (see Income Inclusions (9), above, for students receiving Section 8 assistance);
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire (e.g., in the past, special pay included Operation Desert Storm);
- (8) (a) Amounts received under training programs funded by HUD (e.g., training received under Section 3);

06/09

- (b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of supplemental security income eligibility and benefits because they are set-aside for use under a Plan to Attain Self-Sufficiency (PASS);
- (c) Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- (d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the project. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time; or
- (e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as a resident management staff person. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- (9) Temporary, nonrecurring, or sporadic income (including gifts);
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (Examples include payments by the German and Japanese governments for atrocities committed during the Nazi era);
- (11) Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump-sum amount or in prospective monthly amounts;
- (14) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- (15) Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- (16) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the *Federal Register* and distributed to housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

The following is a list of income sources that qualify for that exclusion:

- (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 [b]);
- (b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058) (employment through AmeriCorps, Volunteers in Service to America [VISTA], Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626[c]);
- (d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624[f]);
- (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552[b]; (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 [29 U.S.C. 2931], e.g., employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs, career intern programs, Americorps);
- (g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- (h) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- (i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- (j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056[f]), e.g., Green Thumb, Senior Aides, Older American Community Service Employment Program;
- (k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent*-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- (l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- (m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- (n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991, including advanced earned income credit payments (26 U.S.C. 32[j]);
- (o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima

Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

(p) Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637[d]);

- (q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- (r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- (s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).



Planning Commission Meeting Minutes for – November 29, 2017

Chair Laumbattus called the meeting of November 29, 2017 to order at approximately 6 p.m.

Roll Call

Members Present: Commissioners Laumbattus, Mount, Cleland-McGrath, McNett, Oppel, & Doll

Members Absent: Commissioner Moffitt

Minutes

Minutes of October 11, 2017 approved as read.

Correspondence

The development regulations open house meeting video is now available on the city website.

New Business

Affordable Housing Demonstration Program Discussion

Libby Grage, Planning Manager, presented the draft code language for the proposed affordable housing demonstration program. The Anacortes Family Center requested flexibility from City Council to begin an affordable housing project, and Council requested staff provide draft code language. Ms. Grage stated staff are requesting comments from the public and Commissioners, and provided background on the proposal, including the approval of the Affordable Housing Strategic Plan. This is a temporary proposal prior to final adoption of the development regulations, which is expected in mid 2018 to replace the temporary code.

Commissioners requested clarification on criteria for affordability, how open space requirements would look, whether other cities have enacted similar affordability code, reasoning behind requiring non-profits or housing authorities as applicants, the applicable location, and maintenance requirements. Ms. Grage stated the Growth Management Act provides guidance on affordable housing code, that more flexibility will be provided with odd lots, that private parties may be allowed as applicants for the overall development regulation update, and that the demonstration program is proposed to be located in a portion of the R4A zone temporarily, but that the development regulations update may include different areas. Don Measamer, Planning Director, provided Mount Vernon and Bellingham as having similar housing affordability code, and that building maintenance is not generally a requirement of zoning code.

Patrick O'Hearn, 11039 Post Drive. Mr. O'Hearn supports enacting the temporary code as a trial period and suggested a smaller applicable area for the project. Mr. O'Hearn is also concerned with ensuring units stay affordable, and the involvement of the property owner. Mr. Measamer stated that staff will consider a narrower location for the demonstration.

Dustin Johnson, Executive Director at Anacortes Family Center. Mr. Johnson explained the Family Center's development plan and addressed concerns brought up by Commissioners.

Commissioners stated concern with feasibility for private builders, questioned vesting to the code in the demonstration project, questioned if requirements for projects would be recorded, and what the process for reviewing the code will be. Mr. Measamer reiterated that the development regulation update will provide incentives for private development. Ms. Grage stated that a complete building permit application would vest an applicant to the proposed code. Darcy Swetnam, City Attorney, clarified that all requirements would be recorded in title and will run with the land, to be binding with subsequent purchases. Mr. Measamer concluded that this is short term ordinance prior to the adoption of the development regulation code.

Chair Laumbattus called the meeting to a close at approximately 7:00 p.m.



Planning Commission Meeting Minutes for – January 10, 2018

Chair McNett called the meeting of January 10, 2018 to order at approximately 6:15 p.m.

Roll Call

Members Present: Commissioners McNett, MacKenzie, Graf, Mount, Cleland McGrath, & Moffitt

Members Absent: Commissioner Doll

Minutes

Minutes of December 13 & 20, 2017 approved as read

Correspondence

Planning Director, Don Measamer, welcomed two new Planning Commissioners, Jeff Graf and Ward MacKenzie. Commissioner McNett was appointed Chair, and Commissioner Cleland McGrath, Vice Chair. The voting was unanimous.

Old Business

Proposed Affordable Housing Demonstration Program

Don Measamer, Planning Director, presented draft code language.

Commissioners questioned the use of 50% Area Median Income (AMI), 80% AMI instead of 50% AMI, draft development standards, parking requirements, impact, and open space areas. Mr. Measamer clarified that using 80% AMI has been discussed, the demonstration program is generally stricter, parking requirements could vary by traffic reports, and Mr. Measamer stated language could be changed regarding allowed open space in their recommendation, and clarified that the proposal is a change to development regulations, not project dependent.

Patrick O'Hearn, 11039 Post Drive. Mr. O'Hearn provided the RCW for state law requiring a minimum of 50% or less AMI. Mr O'Hearn expanded on a letter he provided prior to the meeting, and requested clarification regarding departures, the definition of income, and binding property owners.

With no further comments, Chair McNett closed the public hearing.

Mr. Measamer suggested several changes from the previous draft code with staff recommendations, including the concerns from Mr. O'Hearn. Commissioner Cleland-McGrath made a motion with suggested revisions by staff, to recommend approval of the demonstration project. Commissioner Moffitt seconded. The vote was unanimous.

Chair McNett called the meeting to a close at approximately 7 p.m.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning February 12, 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.

February 9, 2018

Special Meeting: Mayor/Council/Department Head Retreat, 8:00 AM - 3:30 PM, ESD 189 Reid Harbor Room

February 12, 2018

- Contract Modification: On-Call Professional Services at WWTP 15-009-SEW-001
- Street Fair Application: Shipwreck Day
- Ordinance 3017: Amendment to AMC Title 19 - New Affordable Housing Demonstration Program Regulations (Action)
- Contract Award: 2018 Waterline Replacement (Action)

February 20, 2018

- ArcGIS/Cartograph Mapping and Asset Management Demonstration (Discussion)

February 26, 2018

- Washington Park Update (Discussion)
- Ordinance____: Rollover Budget Amendment (Discussion/Possible Action)

March 5, 2018

- 2018-2022 CDBG - Five Year Consolidated Plan and One Year Action Plan Public Process Conclusion
- Closed Record Decision Hearing, Anacortes School District 5,000 Square Foot Building, Conditional Use Permit, CUP-2018-0001

March 12, 2018

March 19, 2018

March 26, 2018

April 2, 2018

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Feb 5, 2018, 5:00 PM, Public Works Director's Office, City Hall
- Port/City Liaison , Tuesday, Feb 6, 2018, 8:30 AM, City Hall
- Skagit County Marine Resources, Thursday, Feb 8, 2018, 9:00 AM, Fidalgo Bay Resort
- Planning, Monday, Feb 12, 2018, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Feb 13, 2018, 4:30 PM, Mayor's Office, City Hall
- Finance, Wednesday, Feb 14, 2018, 5:00 PM, Main Conference Room, City Hall
- Skagit County Law & Justice Council, Wednesday, Feb 14, 2018, 8:15 AM, Sheriff's Dept. Training Room, Mt. Vernon
- Parks & Recreation, Thursday, Feb 15, 2018, 6:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Feb 19, 2018, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Feb 26, 2018, 5:00 PM, Main Conference Room, City Hall