



**Special Meeting of the Anacortes City Council
June 4, 2018 – 6:00 p.m.**

City Council will conduct a special viewing of the City's recently refurbished ambulance outside City Hall at the corner of 6th Street and Q Avenue. No testimony will be received and no action will be taken. The regular City Council meeting will convene in the Council Chambers immediately thereafter.

**Anacortes City Council
Municipal Building Council Chambers
904 6th Street**

**June 4, 2018
6:15 p.m.**

PRELIMINARY AGENDA

[Packet Materials](#)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Public Works Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of May 29, 2018
 - b. Approval of Claims in the amount of: \$150,935.17
 - c. Interlocal Agreement with Anacortes School District 103: School Resource Officer
6. **Public Hearings**
7. **Other Business**
 - a. * Follow Up Discussion on Transportation Benefit District and Pavement Management Funding (Discussion/Possible Action)
 - b. IL264: Collection and Distribution of Impact Fees (Discussion/Possible Action)
 - c. IL263: Cooperative Purchasing Agreement with NoaNet (Action)
 - d. Amendment to IL232: Fiber Optics Project Phase 3 Design & Construction Management (Action)
8. **Adjournment**

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

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



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning June 11, 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 and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

June 11, 2018

- Anacortes Green Club Presentation (Discussion)
- Special Joint Meeting with Port of Anacortes Commission to Review:
- Joint Maritime Strategic Plan
- Transit Shed and Cap Sante Marina Redevelopment Strategy

June 18, 2018

- Resolution 2012: Agriculture Irrigation (Discussion/Possible Action)
- Contract Award: 14-056-IDS-007 Fiber Optics Project Phase 3 Construction - RBC (Action)

June 25, 2018

- Anacortes Senior Activity Center Foundation Donation to the Anacortes Senior Activity Center (Discussion/Possible Action)

July 2, 2018

- Final Plat, Phase V of the Rock Ridge South Subdivision
- Final PUD/ Plat, Haddon Road PUD

July 9, 2018

July 16, 2018

July 23, 2018

August 6, 2018

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Jun 4, 2018, 5:00 PM, Public Works Director's Office, City Hall
- Public Safety, Tuesday, Jun 5, 2018, 10:00 AM, Mayor's Office, City Hall
- Port/City Liaison, Tuesday, Jun 5, 2018, 8:30 AM, City Hall
- Housing Affordability & Community Services, Thursday, Jun 7, 2018, 1:30 PM, City Hall
- Skagit County Population Health Trust, Thursday, Jun 7, 2018, 8:30 AM, Mount Vernon
- Planning, Monday, Jun 11, 2018, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Jun 13, 2018, 5:00 PM, Main Conference Room, City Hall
- Skagit County Law & Justice Council, Wednesday, Jun 13, 2018, 8:15 AM, Mount Vernon
- Public Works, Monday, Jun 18, 2018, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Jun 25, 2018, 5:00 PM, Main Conference Room, City Hall

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



Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

June 4, 2018
6:00 p.m.

PUBLIC COMMENT SIGN IN SHEET

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. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

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

Name

Topic

Noreen Schmidt
DAVE GROVES

Pavement Management Funding

Continue on back of sheet as needed

City Council Minutes – May 29, 2018

From 6:00 to 6:15 p.m. Mayor Gere, City Council and Administrative Services Director Emily Schuh convened in closed session per RCW 42.30.140(4) to discuss collective bargaining strategy.

At 6:15 p.m. Mayor Laurie Gere called to order the regular Anacortes City Council meeting of May 29, 2018. Councilmembers Eric Johnson, Anthony Young, Ryan Walters, Brad Adams, Liz Lovelett and Matt Miller were present. Councilmember Bruce McDougall was absent.

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Proclamation: National Gun Violence Awareness Day: Mayor Gere read a statement proclaiming the first Friday in June, 2018 to be National Gun Violence Awareness Day in Anacortes and encouraging all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives. Mayor Gere presented the signed proclamation to the large group of supporting audience members. Ms. Lovelett congratulated the young people present for standing up for what they believe in. Mr. Young thanked the audience for bringing gun violence to the forefront of public awareness.

Mr. Johnson reported on the Anacortes Regeneration Project to turn guns into art in order to encourage the public to think about guns and about art in a different and profound way. He invited the public to bring unused guns to Seafarers Memorial Park on September 15, 2018 where a forge would be available to melt firing mechanisms and make the disabled guns available for artwork. Mr. Johnson said more information was available at <http://www.anacortesregenerationproject.com>.

Planning Committee: Mr. Walters reported that the committee meeting regularly scheduled for earlier in the evening had been cancelled

Mr. Walters reported that he had met with PSE to express concern about recent power outages. He said that PSE was scheduling a future date to present to City Council on PSE's efforts to improve its infrastructure, prevent outages and reduce the impact of outages on critical City infrastructure. He said he would advise when the date was set so councilmembers could prepare questions in advance.

Public Comment

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

Consent Agenda

Mr. Adams moved, seconded by Ms. Lovelett, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

- a. Minutes of May 21, 2018
- b. Approval of Claims in the amount of: \$452,586.76
- c. Street Fair Application: Fueling Education Fun Run

The following vouchers/checks were approved for payment:
EFT numbers: 89297 through 89331, total \$122,863.05
Check numbers: 89332 through 89371, total \$326,461.51
Wire transfer numbers: 232295 through 233200, total \$24,412.47

OTHER BUSINESS

Pavement Management Program Update

City Engineer Eric Shjarback presented an update on the Pavement Management Program established by Council in 2014 by Resolution 1895. His slides were added to the packet materials for the meeting. Mr. Shjarback reminded that in 2014 Council had requested revisiting the PMP after several years of investing the targeted \$1.1M/year in pavement maintenance to re-evaluate the spending level and its impact on overall pavement condition in the city. Mr. Shjarback introduced Paul Wigowsky from Capitol Asset and Pavement Services to report on the current pavement condition and present scenarios for continuing the program at various funding levels.

Mr. Wigowsky said the Pavement Condition Index (PCI) had been re-evaluated twice since the original inventory, inspection and rating performed in 2013. He described the tools used to perform the inspections and analysis. Mr. Wigowsky summarized the philosophy of Pavement Management, which is to maintain good roads in good condition rather than waiting to repair seriously failed roadways, resulting in lower overall costs system wide. He elaborated on how the relatively inexpensive slurry seal process extends the pavement life of arterial and collector streets and is three times more cost effective than asphalt overlay. He responded to councilmember questions about the condition of streets suitable for slurry seal or crack seal plus slurry seal, and explained the difference between slurry seal and the chip seal process used elsewhere in Skagit County for more rural roadways.

Mr. Wigowsky then shared a chart showing the current PCI of 66 overall for the 73.5 miles of paved streets in Anacortes, broken down by condition. Ms. Lovelett requested a comparison chart showing the values of the same categories in 2013. Mr. Wigowsky then presented a series of graphs projecting the overall PCI and the total value of deferred street maintenance over the next 10 years at different potential funding levels. Councilmembers observed that Scenario 1 with the highest up front cost was considerably less expensive than the same scenario as presented in 2013. Mr. Wigowsky advised that the cost estimates had been refined since that time and that additional data points from subsequent condition ratings allowed for better modeling. He confirmed that all the scenarios included a 3% annual inflation rate, and that SR20 and SR20 spur (maintained by WSDOT) were not included in any of the ratings or scenarios.

Councilmembers expressed considerable interest in the amount of deferred maintenance resulting in each scenario and in the extent to which each scenario addressed the smaller streets deemed in very poor condition.

Public Works Director Fred Buckenmeyer then presented staff recommendations for adjustments to the PMP. Observing that at the current spending level the PCI was projected to drop back to 2013 levels by 2027, Mr. Buckenmeyer advised that additional investment in pavement maintenance would be prudent. He suggested generating additional funding through either an additional 0.2% TBD sales tax, raising the TBD car tab fee from \$20 to \$40, or some combination thereof. He presented a summary of the effect of each of those options on the total cash available for pavement maintenance, then reviewed the pros and cons of each option. Mr. Buckenmeyer noted that Mount Vernon had recently implemented the additional 0.2% sales tax option. He recommended eliminating the existing \$20 TBD car tab fee, implementing a 0.2% TBD sales tax, and budgeting \$1.7M/year for pavement maintenance using REET, solid waste tax, and TBD sales tax. Mr. Buckenmeyer noted that the 0.2% sales tax would cost residents only \$100/year on \$50,000 of taxable purchases and would also be paid by non-residents shopping in Anacortes. He outlined the timeline and steps necessary to hold a required public hearing, adopt a resolution defining the sales tax procedures and uses, and submit the resolution to Skagit County by August 7 to get the measure on the November 6 general election ballot. He added that if Council declined to present the TBD sales tax to the voters, or if the tax were rejected by the voters in November, staff would recommend raising the TBD car tab fee from \$20 to \$40 instead. He emphasized that this level of funding would support Mr. Wigowsky's Scenario 5 with a projected PCI of 71 city-wide by 2027 and a deferred maintenance total of just \$15M.

Councilmembers discussed the funding mix presented by staff, noting that the amount of REET would be double that anticipated by Resolution 1895 and that prilled sulfur payments from the Port of Anacortes and property tax were no longer included as funding sources. Finance Director Steve Hoglund confirmed that understanding. Councilmembers discussed the fact that REET and solid waste utility tax could both be spent on other city needs, and noted that all tax revenue projections were subject to change based on the strength of the economy. Ms. Lovelett suggested dedicating a percentage of REET rather than a fixed amount to pavement management. Mr. Walters favored the fixed \$500K of REET each year. Mayor Gere noted that if economic conditions significantly changed the revenue picture, the plan could be revised. Councilmembers and Mr. Buckenmeyer agreed on the need for an effective public outreach effort to support the staff recommendation, including setting realistic expectations for the number of very poor low volume streets that would be addressed. Ms. Lovelett asked about the option of spending \$20M up front to upgrade street conditions to a level that could be affordably maintained. Mr. Buckenmeyer noted the challenges of administering \$20M of contracts in a single construction season and recommended adopting the \$1.7M annual spending target, then evaluating its impact after five years. Councilmembers were generally supportive of sharing the tax burden to with non-residents who use city streets and of giving the voters a direct voice to choose the funding mechanism. Mr. Miller cautioned that the plan needed to ensure removal of the TBD car tab fee if the sales tax were adopted instead. Mr. Walters suggested that staff and the Public Works Committee begin drafting the resolution and developing a one-page summary addressing what the \$1.1M/year investment has achieved, specifically how \$1.7M/year would be spent, and that new tax revenue would increase total street funding, not supplant current funding sources. Mr. Johnson added that the public needed to know what \$1.7M/year would achieve in terms of miles of good vs. poor vs. very poor roads and total deferred maintenance. He asked staff to also report on what Mount Vernon had collected from its TBD sales tax and whether that tax had deflected shopping to neighboring towns. Mr. Young urged keeping the TBD sales tax in context of net cash impact on each household. Ms. Lovelett asked staff to confirm that \$1.7M/year of street contracts could be administered with current public works staff.

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

Mr. Buckenmeyer indicated that staff would bring the proposal back before Council the following week with the additional requested information. Mr. Walters emphasized his request for a one-page summary of the funding plan to communicate with the voters and urged not scheduling a public hearing until a public outreach plan was in place.

Resolution 2015: Collective Bargaining Agreement by and between the City of Anacortes and the Anacortes Commissioned Police Officers 6/1/2018-12/31/2021

Administrative Services Director Emily Schuh presented a collective bargaining agreement with the commissioned Police Services Guild. She said the agreement was the product of negotiations and mediation that had begun in the summer of 2017 and replaced an agreement that had expired December 31, 2017. Ms. Lovelett inquired about Article 22.6 which extended the time from twelve to 48 hours for an employee to make a written or recorded statement following uses of force. Ms. Schuh explained that 48 hours was the current standard in the industry, intended to provide employees an opportunity to regain composure before making any statements that may be used in an investigation.

Mr. Johnson moved, seconded by Mr. Miller, to approve Resolution 2015 and the collective bargaining agreement between the City of Anacortes and Anacortes Police Services Guild Commissioned Employees effective 6/1/18-12/31/2021. Vote: Ayes – Young, Walters, Adams, Lovelett, Miller and Johnson. Motion carried.

Resolution 2013: Municipal Broadband Network

Ms. Schuh reported that following consideration of draft Resolution 2013 at the April 23, 2018 regular City Council meeting, the community and the City Council fiber subcommittee had been invited to revise the resolution to reflect Council's feedback. She summarized the three sections of the resolution as presented in the packet materials for the meeting. Mr. Walters emphasized that the Directives were strictly to prepare a business plan, not to build or operate the network, because Council wanted to evaluate the business case for the concept before moving forward. Mr. Johnson asked about Directive 5 regarding a balance sheet for the project. Ms. Schuh said staff anticipated that the balance sheet would begin when the city began providing end user internet service, beyond the utility telemetry system. Mayor Gere read a statement from Mr. McDougall, who was out of the country, expressing his enthusiastic support of passage of Resolution 2013.

Ms. Lovelett moved, seconded by Mr. Walters, to approve Resolution 2013.

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

Vote: Ayes – Walters, Adams, Lovelett, Miller, Johnson and Young. Motion carried.

IL263: Cooperative Purchasing Agreement with NoaNet

City Attorney Darcy Swetnam presented an interlocal cooperative purchasing agreement with Northwest Open Access Network (NoaNet) to allow Anacortes to piggy-back onto a contract between NoaNet and Robinson Brothers Construction (RBC) for the construction portion of Phase 3 of the fiber build project. She advised that separate agreements to modify the current interlocal agreement with NoaNet for services and to contract directly with RBC for construction would come before Council the following week. Ms. Swetnam explained that piggy-backing on NoaNet's prior bid and rate agreement with RBC would allow Anacortes to avoid the time and expense of conducting its own bid and to use the advantageous rates and terms already included in NoaNet's agreement with RBC. In response to an earlier question from Mr. Johnson, Ms. Swetnam said that Council had typically entered into cooperative purchasing agreements for purchase of goods but that piggy-backing was now allowed for public works contracts. Councilmembers expressed some reluctance to adopt the cooperative purchasing agreement without first reviewing the related agreements, seeking a better understanding of the roles of each party. Mr. Adams suggested postponing action on the interlocal agreement until the follow on contracts were available for consideration at the same time. Ms. Swetnam agreed.

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

At approximately 7:55 p.m. Mayor Gere announced that City Council and the City Attorney would convene in Executive Session for approximately 30 minutes to discuss potential litigation and that following the executive session the meeting would adjourn with no action being taken.

There being no further business, at approximately 8:25 p.m. the Anacortes City Council meeting of May 29, 2018 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the June 4, 2018 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
233099	4/18/2018	753686	JCI JONES CHEMICALS INC	SODIUM HYDROXIDE (CAUSTIC)	\$3,969.15
233044	4/19/2018	08697	LOWE'S BUSINESS ACCOUNT/GEMB	AIR COMPRESSOR, TAPE, BATTERIES	\$161.00
232215	4/28/2018	23546	LOWE'S BUSINESS ACCOUNT/GEMB	BRAIDED POLYPROPYLENE ROPE	\$118.92
233441	4/30/2018	2651	NW CLEANERS	SENIOR ACTIVITY CENTER GUTTER AND WINDOW CLEANING	\$1,950.00
233433	5/1/2018	3003910003	THYSSENKRUPP ELEVATOR CORP	CITY HALL ELEVATOR 6/1-8/31/18	\$618.49
233097	5/2/2018	755356	JCI JONES CHEMICALS INC	SODIUM HYDROXIDE (CAUSTIC)	\$3,996.49
233045	5/2/2018	12994	LOWE'S BUSINESS ACCOUNT/GEMB	WATER SEAL, BRUSHES, FLASHLIGHTS, TABLE	\$339.44
233242	5/3/2018	I-SG-10571	IMAGE360	CUSTOM WINDOW TINT- VEH #205A	\$367.57
233240	5/4/2018	3557	ET HYDRAULICS	LIFT INSPECTION- #90009	\$498.45
232420	5/5/2018	07175	LOWE'S BUSINESS ACCOUNT/GEMB	CORD, PIPE FITTINGS, NUT	\$38.63
233114	5/7/2018	WAMO146420	FASTENAL COMPANY	WARNING FLAGS	\$34.83
232908	5/7/2018	10949367	HACH COMPANY	LAB SUPPLIES	\$130.20
232423	5/7/2018	07322	LOWE'S BUSINESS ACCOUNT/GEMB	CLIPS	\$4.40
233117	5/9/2018	721550	CASCADE COLUMBIA DISTRIBUTION	SODIUM FLUORIDE - 1 PALLET	\$1,950.00
233245	5/9/2018	I-SG-10577	IMAGE360	DECALS FOR POLICE CAR #038A	\$950.50
233294	5/9/2018	17398	SEASIDE AUTO BODY	LABOR REPAIRING VEH #005	\$970.93
232904	5/10/2018	2017570	GATEWAY CONTROLS, INC	GATE REPAIRS, SERVICE	\$373.24
233475	5/10/2018	ORD258922	PPI GROUP	ENGINEERING SURVEY EQUIPMENT	\$29,151.91
233365	5/10/2018	0228898	SIRENNET.COM	CAR #036A - SIREN CONTROL CENTER	\$500.77
233060	5/10/2018	126797	SKAGIT FARMERS SUPPLY	ETHANOL FREE UNLEADED	\$70.21
233061	5/11/2018	10956868	HACH COMPANY	PH PROBE CASE	\$106.84
233183	5/11/2018	544721319	SIGMA-ALDRICH, INC.	WATER SAMPLES	\$192.59
232809	5/14/2018	12849	LOWE'S BUSINESS ACCOUNT/GEMB	AIR COMPRESSOR	\$77.76
233463	5/15/2018	A18032	ENVIRONMENTAL ABATEMENT	OPERATIONS SHOP REMODEL - ASBESTOS ABATEMENT	\$17,862.00
233459	5/15/2018	01011981	ISLAND FAMILY PHYSICIANS	CDL PHYSICAL FOR TRAVIS BEANER	\$200.00
233190	5/16/2018	A71612/1	ACE HARDWARE	BATTERIES FOR DEPOT USE	\$11.71
233237	5/16/2018	AR101804	ELECTRONIC BUSINESS MACHINES	OPERATIONS COPIES: 02/14 - 05/13/18	\$251.29
233297	5/16/2018	I-SG-10520	IMAGE360	REFLECTIVE VINYL WRAP FOR VEH #205	\$3,083.65
233100	5/16/2018	0505613-IN	NATIONAL SAFETY, INC	OXYGEN MONITOR	\$891.87
233478	5/16/2018	1220878	SURETY PEST CONTROL	STA 2: MAY SERVICE	\$44.49
233115	5/16/2018	331 0404515	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE	\$81.80
233116	5/16/2018	331 0404529	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE FOR INTERN TH	\$5.69
233206	5/17/2018	23439	ALLMAX SOFTWARE, INC.	OPERATOR10 WATER ANNUAL SUPPORT (WTP)	\$1,850.00

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
233487	5/18/2018	50242	KROESENS UNIFORMS COMPANY	3 WHITE UNIFORM SHIRTS (RC)	\$287.25
233413	5/18/2018	346067	PROFORCE LAW ENFORCEMENT	TASER CARTRIDGES	\$1,608.51
233460	5/19/2018	49304	LAKESIDE INDUSTRIES, INC.	WASH CLASS G ASPHALT	\$1,526.09
233473	5/19/2018	49599	LAKESIDE INDUSTRIES, INC.	5/8 & 3/4 ROCK SALES & DUMP FEES	\$997.41
233298	5/21/2018	52018	ANACORTES TOWING, LLC	TOWING; APD CASE 18-A03733	\$162.75
233489	5/21/2018	MV190938	MOTOR TRUCKS, INC	MUD FLAPS- VEH #513	\$55.22
233477	5/21/2018	400002050237	PUGET SOUND ENERGY INC	32ND ST & D AVE STREETLIGHT CHANGE OUT	\$580.37
233479	5/21/2018	400002050237	PUGET SOUND ENERGY INC	32ND ST & D AVE NEW STREETLIGHT INSTALLATION	\$675.64
233208	5/22/2018	A73378	ACE HARDWARE	BROOM/CHALK	\$50.10
233430	5/22/2018	163984J-5	BIRCH EQUIPMENT CO., INC	CONTAINER JOB SHACK FOR FLEET - DURING	\$265.82
233461	5/22/2018	3337083	DAILY JOURNAL OF COMMERCE	LEGAL NOTICE FOR 32ND ST & D AVE INTERSECTION IMPROVEMENTS	\$105.80
233480	5/22/2018	7905	MACLEOD RECKORD PLLC	GUEMES CHANNEL TRAIL 30% DESIGN - PHASE II - APRIL 2018	\$6,225.53
233189	5/22/2018	188734	REECE, STORMIE	DEPOT CLEANING MAY	\$715.00
233412	5/22/2018	8124793365	SHRED-IT USA, LLC	OLD RECORDS DESTROYED - APD	\$5.35
233404	5/22/2018	8124796434	SHRED-IT USA, LLC	CONTAINER SHREDDING - CITY HALL	\$79.88
233364	5/22/2018	1566660	WASHINGTON TRACTOR, INC	OPERATING PART- #11939	\$166.30
233418	5/22/2018	8136 50 291 0005268	WAVE	FIBER LEASE WTP TO CITY HALL 6/1-6/30/18	\$320.12
233481	5/23/2018	1990723611	ARAMARK	STA 3 MAT SERVICE: 5/23	\$21.70
233482	5/23/2018	770601	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES - LIBRARY	\$3.34
233244	5/23/2018	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; APRIL 2018	\$600.00
233247	5/23/2018	REIMB	DOTZAUER, TRAVIS J	TRAINING PER DIEMS; DT MASTER INSTRUCTOR - OFC DOTZAUER	\$370.00
233308	5/23/2018	84000202810	LES SCHWAB TIRE CENTERS	MULTI TRAC TURF TUBELESS TIRE FOR #706	\$229.01
233300	5/23/2018	3-106202	LOUIS AUTO GLASS INC.	REPAIR WINDSHIELD ON AMBULANCE #213	\$315.41
233261	5/23/2018	Travel	LUDEMANN, WILLIAM	MILEAGE REIMBURSEMENT FOR WIL LUDEMANN	\$42.97
233246	5/23/2018	003FPD0518	MILLIMAN INC	FF PENSION FUND REPORT 1/1/18 ACTUARIAL VALUATION REPORT	\$11,550.00
233453	5/23/2018	00088795	OWEN EQUIPMENT COMPANY	PART- VEH #610	\$871.34
233311	5/23/2018	001-402668	PISTON SERVICE OF ANACORTES	OPERATING PARTS- VEH #514	\$37.15
233483	5/23/2018	75792872	RECORDED BOOKS INC	BOOKS ON CD	\$54.25
233250	5/23/2018	159259	SCOTT RICHARDS INSURANCE, INC	INLAND MARINE - ADDED GULFSTREAM 35	\$61.92
233436	5/23/2018	1107700	SKAGIT PUBLISHING LLC	PUBLISH AA-1764560	\$52.78
233304	5/24/2018	Refund #180-1440-03	3E DEVELOPMENT LLC	Overpayment on closed account	\$0.52
233312	5/24/2018	300-10041693	ALL BATTERY SALES & SERVICE	SUPPLIES- SHOP	\$200.62
233299	5/24/2018	1990725695	ARAMARK	APD NYLON MATS CLEANED	\$16.28
233431	5/24/2018	1990725700	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$64.66

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
233484	5/24/2018	1990725690	ARAMARK	STA 2 MAT SERVICE: 5/24	\$21.70
233485	5/24/2018	1990725691	ARAMARK	STA 1 MAT SERVICE: 5/24	\$21.70
233307	5/24/2018	Refund #233307	CELLINI, MICHAEL	Overpayment on closed account	\$72.95
233252	5/24/2018	WAANA104030	FASTENAL COMPANY	GENERAL PURPOSE WIPES AND NUTS	\$232.62
233309	5/24/2018	Refund #380-1690-01	FAVORS, JANE	Overpayment on closed account	\$108.42
233456	5/24/2018	SR302009867:01	FREIGHTLINER NORTHWEST	SERVICE- VEH #511	\$1,232.11
233313	5/24/2018	I-SG-10576	IMAGE360	POLICE DOOR DECALS- VEH #037A	\$950.50
233302	5/24/2018	Refund #170-0540-00	KUURE, BOJAN	Overpayment on closed account	\$85.07
233301	5/24/2018	Refund 141-1600-01	MCCOMBS, WILLIAM & ERIN	Refund for overpayment on closed account	\$5.00
233416	5/24/2018	0506944-IN	NATIONAL SAFETY, INC	VEHICLE SAFETY SUPPLIES FOR FIRST AID	\$270.49
233303	5/24/2018	Refund #380-2120-01	PAUL, MICHAEL	Overpayment on closed account	\$116.44
233437	5/24/2018	001-402850	PISTON SERVICE OF ANACORTES	FILTER- VEH #213	\$39.07
233296	5/24/2018	102808	SKAGIT SOILS	FINE FIR BARK FOR PRESTON	\$448.38
233306	5/24/2018	Refund #210-4500-01	TAUSCHECK, STEPHEN	Overpayment on closed account	\$92.82
233310	5/24/2018	112883	WALTON BEVERAGE COMPANY, INC	OPS- BREAKROOM SUPPLIES	\$157.50
233415	5/24/2018	112880	WALTON BEVERAGE COMPANY, INC	EMPLOYEE BREAK ROOM SUPPLIES - 1ST FLOOR	\$52.50
233417	5/24/2018	112881	WALTON BEVERAGE COMPANY, INC	EMPLOYEE BREAK ROOM SUPPLIES - 3RD FLOOR	\$87.50
233486	5/24/2018	112882	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$87.50
233305	5/24/2018	Refund #070-1762-02	WENKE, PETER	Overpayment on closed account	\$92.34
233451	5/24/2018	E271128	WESTERN PETERBILT, LLC	OPERATING PARTS- VEH #511	\$397.31
233434	5/25/2018	8498 30 017 0487207	COMCAST	CITY HALL INTERNET CONNECTION 6/5-7/4/18	\$191.12
233450	5/25/2018	MV191282	MOTOR TRUCKS, INC	PARTS- VEH #213	\$91.13
233449	5/25/2018	MV191316	MOTOR TRUCKS, INC	BELT- VEH #213	\$71.63
233442	5/25/2018	001-402938	PISTON SERVICE OF ANACORTES	OPERATING SUPPLIES- VEH #213	\$22.56
233443	5/25/2018	001-402941	PISTON SERVICE OF ANACORTES	HEATER HOSE- VEH #213	\$8.03
233470	5/25/2018	029940	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - WT PRESTON	\$9.32
233439	5/25/2018	Pay App 5	TRINITY CONTRACTORS, INC	2018 ASPHALT OVERLAY - UTILITY AND PEDESTRIAN IMPROVEMENTS	\$36,952.65
233411	5/26/2018	00005W5A83218	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES WEEK END 5-26-18	\$8.08
233440	5/26/2018	000099E018218	UNITED PARCEL SERVICE, INC	SHIPMENT WWTP/AFD	\$70.20
233366	5/28/2018	1990729623	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$73.66
233454	5/29/2018	172477	CIVICPLUS, INC.	BANNER IMAGE	\$250.00
233414	5/29/2018	REIMB	DARBY, DARROW	REIMB TRAINER FOR BLANK AMMO FOR ACTIVE SHOOTER TRAINING	\$51.94

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
233432	5/29/2018	180110231	DORN, RONALD	CAMPING REFUND	\$32.00
233472	5/29/2018	0655760-1	FERGUSON ENTERPRISES, INC	REG ER-TRPL SR2 5/8 100 CF METER	\$3,579.96
233435	5/29/2018	822278	GUARDIAN SECURITY SYSTEMS INC	FIDALGO CENTER 1701 22ND ST	\$746.38
233444	5/29/2018	822308	GUARDIAN SECURITY SYSTEMS INC	LIBRARY 1120 10TH ST	\$859.25
233488	5/29/2018	Reimb travel	LEWALLEN, JESSICA	REIMB FOR TRAVEL TO KNOWBE4 CONF	\$227.81
233438	5/29/2018	180104136	MAST, DONNA	CAMPING REFUND - ONE NIGHT	\$16.00
233447	5/29/2018	REIMB	RAY, SCOTT	TRAINING PER DIEMS; OFC RAY	\$196.00
233468	5/29/2018	029853	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - WT PRESTON	\$44.00
233448	5/29/2018	REIMB	SMALL, JOHN	TRAINING PER DIEMS; CHIEF SMALL	\$96.00
233421	5/29/2018	18978	THE LANGUAGE EXCHANGE INC	INTERPRETER SERVICES FOR IN CUSTODY CALENDAR	\$150.00
233476	5/29/2018	180544	T-SHIRTS BY DESIGN	1/4 ZIP SWEATSHIRT (SWANSON)	\$75.00
233446	5/29/2018	REIMB	WOLFSWINKEL, KARL	UNIFORM BOOTS; CSO WOLFSWINKEL	\$95.47
233471	5/29/2018	030125	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - W T PRESTON	\$20.16
233420	6/1/2018	818061	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - FIRE STATION 1 7/1-9/30/18	\$165.00
233428	6/1/2018	818062	GUARDIAN SECURITY SYSTEMS INC	CLOUD STORAGE/VIDEO FEED - SHOP 7/1-9/30/18	\$657.00
233427	6/1/2018	818063	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - WT PRESTON 7/1-9/30/18	\$165.00
233429	6/1/2018	818064	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - APD 7/1-9/30/18	\$165.00
233425	6/1/2018	818065	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - INTERPRETIVE CTR 7/1-9/30/18	\$165.00
233419	6/1/2018	818066	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - FIDALGO CENTER 7/1-9/30/18	\$165.00
233426	6/1/2018	818067	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - LIBRARY 7/1-9/30/18	\$165.00
233424	6/1/2018	818068	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - MUSEUM 7/1-9/30/18	\$165.00
233423	6/1/2018	818069	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - WTP 7/1-9/30/18	\$96.00
233422	6/1/2018	819467	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - CITY HALL 7/1-9/30/18	\$165.00
233403	6/1/2018	3003909071	THYSSENKRUPP ELEVATOR CORP	LIBRARY ELEVATOR MAINTENANCE 6/1 - 8/23/18	\$618.49
233409	6/3/2018	18-001-TRN-0021	ACE CONCRETE CUTTING LLC	RETAINAGE RELEASE	\$300.00
233407	6/14/2018	17-034-FAC-0031	BLYTHE PLUMBING & HEATING, INC	RETAINAGE RELEASE	\$293.47
233046		66285	LOWE'S BUSINESS ACCOUNT/GEMB	CREDIT FOR WRONG DISCOUNT AMOUNT GIVEN	(\$33.97)

Total

\$150,935.17



City Council Agenda Bill

Meeting Date: 6/4/2018

Agenda Item: 5c

Subject: ILA with ASD 103 for School Resource Officer Program

Staff Contact: Police Chief John Small, 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?
	Resolution No.
x	Contract
	Public Hearing
	Staff Report

Summary Statement: This is a new Interlocal agreement for the City and School District 103 to cooperate and jointly fund the School Resource Officer. It is very similar to the existing Interlocal, which expires at the end of the 2017-2018 school year.

Background: The City and ASD 103 first entered into an [Interlocal Agreement](#) to create the SRO Program in June of 2015. Since that time, the SRO has worked in the schools and both City and School District have been very happy with the success of the program. The attached Agreement is very similar to the current Interlocal, with some minor changes to the responsibilities of the parties and the removal of the previous \$60k cap on the School District's contribution to the SRO salary. The updated agreement reflects that the Parties will each pay 50% of the SRO's salary and benefits with no cap.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action:

Competing Viewpoints Considered:

Recommended Motion: I move we adopt and authorize Mayor Gere to sign the proposed Agreement between the City of Anacortes and the Anacortes School District 103 for School Resource Officer Program.

Alternative Actions:

Attachments (listed in order presented): Interlocal agreement

**AGREEMENT BETWEEN THE CITY OF ANACORTES AND THE ANACORTES
SCHOOL DISTRICT 103 FOR SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, Chapter 39.34 RCW regarding interlocal cooperation permits local governmental agencies to make more efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and thereby to provide services and facilities in a manner that best accords with geographic, economic, population or other factors influencing the needs and development of each governmental entity; and

WHEREAS, the City of Anacortes and Anacortes School District 103 recognize that a School Resource Officer program benefits both the School District and the City; and,

WHEREAS, the parties have mutually determined that it would be beneficial to assign one (1) full-time, experienced, fully commissioned Anacortes Police Officer as a School Resource Officer (SRO) to certain schools within the District during the regular school hours and certain special school events during the school year, in order to assist the School District in its educational mission by addressing issues such as juvenile crimes affecting the safety, security and efficiency of the school system as well as providing for positive interaction with students on a regular basis; and

WHEREAS, the parties wish to commit to the partial funding of the officer as described herein;

WHEREAS, it is the intention of the parties as reflected by the partial funding of the officer to acknowledge that the officer, as all police officers of the City, are subject to the control of the Chief of Police (hereinafter "Chief") and may be assigned other police duties outside of the normal SRO school year schedule and on a limited basis

during the school year for training and on an emergency basis.

WHEREAS, the Parties currently have a MOU in place that provides for joint funding of a SRO in the Anacortes School District and the Parties wish to continue that arrangement due to the successful integration of the SRO into ASD operations.

NOW, THEREFORE, the City of Anacortes, Washington (Hereinafter the "City") and the Anacortes School District 103 (hereinafter "District") have entered into this agreement in consideration of the mutual benefits to be derived and in accordance with the authorization provided by Chapter 39 .34 RCW:

1. Purpose

The purpose of this agreement is to provide for partial funding necessary to permit assignment by the City of one full-time, experienced Anacortes Police Officer, and to implement a School Resource Officer (SRO) program in the Anacortes Public Schools. The SRO program will:

- a. Discourage drug abuse amongst students;
- b. Discourage criminal activity on school grounds and surrounding neighborhoods;
- c. Provide problem solving and mediation to students, parents, teachers, and neighborhood residents;
- d. Bridge the gap between police officers and youth;
- e. Encourage more cooperation between police officers and youth;
- f. Aid in reduction of juvenile crime through counseling, teaching about the criminal justice system, and taking a personal interest in students;
- g. Provide law enforcement services to the District as appropriate;
- h. Promote safety on campus by providing a uniformed police presence; and
- i. Assist the District in school safety planning.

2. Term

This agreement shall commence three days after the end of the 2017-18 school year, and shall run for one calendar year, unless terminated earlier. The agreement will automatically renew for an unlimited number of subsequent one-year terms, unless terminated by either party by providing 30 days' notice prior to the end of the then current term. Either party may terminate this agreement at any time for any reason upon 30 days written notice.

3. School Resource Officer Responsibilities: Duties of School Resource Officer include but are not limited to the following:

- a. Community problem solving, safety education, and providing a law enforcement-related consulting resource;
- b. Enforcement of federal, state, and local laws;
- c. Establish a liaison with school staff, faculty and students;
- d. Confer with school staff on strategies to prevent juvenile delinquency and enhance school safety;
- e. Provide an investigative resource regarding crimes committed on or adjacent to school property;
- f. Assist in providing students with social service resources;
- g. Participate in meetings and school activities appropriate to the School Resource Officer's role;
- h. Enhance the trust relationship between schools, parents, and police;
- i. Occasionally act in an instructional role when presenting legal and safety information to students in a classroom setting; and
- j. Issue a written report periodically to the District and the Chief outlining their activities.

4. City Responsibilities: The City is responsible for the following:
 - a. Provide a police officer to be assigned to the Anacortes School District for no less than 170 days per calendar school year; the officer's schedule will be determined in collaboration with the District. Generally, the shift will mirror the school day calendar with no more than four evening shifts per month. Shifts are eight (8) hours in duration. Additional time in excess of an 8 hour shift or 40 hour work week will be paid at the SRO's overtime rate. Overtime must be pre-approved by an APO supervisor. The SRO is a non-essential employee and will not be scheduled to work on any holidays recognized by the City. Shift adjustments are made in order for the officer to attend parent meetings, athletic events, and large special events such as high school graduation. Shift adjustments must be made no less than 10 days prior to the event in accordance with Anacortes Police Guild Collective Bargaining Agreement.
 - b. Provide law enforcement services to the District as appropriate.
 - c. The City shall provide adequate record keeping and reporting, as required by federal, state, and local laws.
 - d. During school vacation periods the SRO may either take scheduled leave or will be assigned to the patrol division. In the summer months the SRO will be assigned to forest/bicycle patrol, or to work a patrol shift. Their schedule will revert back to an 8.5 hour shift from June 1st through September 1st of each year.
5. District Responsibilities: The District is responsible for the following:
 - a. Provide a secure office for the SRO program.
 - b. Provide in-service training as applicable.
 - c. Provide regular feedback and an annual performance review of the SRO to the Chief.
 - d. Participate in the SRO selection process.

6. Funding

- a. The District will pay 50% of the officer's applicable salary, benefits, and premium expenses. The City will invoice the District quarterly for the actual costs.
- b. The City will pay all remaining costs associated with the officer's employment.

7. Prohibition against assignment

Neither this agreement nor any interest herein may be assigned by either party without first obtaining written consent of the other party.

8. Independent Contractor Status of City

The City, its employees, and agents shall perform all duties pursuant to this agreement as an independent contractor. The School District shall not control or supervise the manner in which this agreement is performed nor withhold or pay any taxes on behalf of the City of Anacortes, its employees or agents.

The City provides liability coverage for all City employees under the Washington Cities Insurance Authority municipal risk pool.

9. Indemnification

- a. Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of the City employee's performance or failure to perform duties pursuant to this agreement shall be the City's sole obligation, and the City shall defend, pay costs of defense, indemnify and hold harmless the Anacortes School District and the District's employees and agents in full for any and all such acts or failures to act on the part of the City or the City's employees or agents. Claims shall include but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind delivered hereunder constitutes an infringement of any copyright, patent,

trademark, trade name, or otherwise results in an unfair trade practice or an unlawful restraint of competition.

- b. Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of the District employee's performance or failure to perform duties pursuant to this agreement shall be the District's sole obligation, and the District shall defend, pay costs of defense, indemnify and hold harmless the City of Anacortes and the City's employees and agents in full for any and all such acts or failures to act on the part of the District or the District's employees or agents. Claims shall include but are not limited to, assertions that the use of transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind delivered hereunder constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in an unlawful restraint of competition.

10. Drug Free Work Place

The City and the City's employees or agents shall perform all the duties pursuant to the agreement in compliance with the intent of the ASD drug free workplace policy.

11. Criminal Activity

- a. The City and the City's employees and agents shall perform all duties pursuant to the agreement without conviction of any crimes against persons, nor be found in any dependency action by the court in a domestic relations proceeding or in any disciplinary board final decision to have sexually assaulted or exploited a minor.
- b. The City shall ensure that the City and City's employees or agents having unsupervised access to children in the performance of this agreement have no prior conviction, civil adjudications or disciplinary board final decisions which indicate that it is inappropriate for these individuals to be working with

children. Furthermore, the City shall require the City's employees or agents who have regularly scheduled unsupervised access to children are fingerprinted and checked through the Washington State Patrol (WSP) Criminal Identification System, prior to performing services under this contract.

13. Applicable Law

- a. This agreement shall be governed by the laws of the State of Washington. Venue for any legal action shall be proper only in Skagit County Washington.
- b. The City shall comply, where applicable, with the contract work hours and Safety Standards Act and collective bargaining agreements, and any other federal and state statutes, rules, and regulations.

14. Non-Discrimination

The City assures the District that its agency/labor union will comply with all state and federal guidelines and regulations. Therefore all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, creed, gender, sexual orientation, disability, familial status, marriage status, or age. This is in accordance with title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990 . P.L. 101336; and Title IX/Chapter 28A.640RCW of the Education Amendments of 1972 as amended.

16. Ethical Conduct

- a. Neither the City nor any employee or agent of the City shall participate in the performance of any duty pursuant to this agreement in which duty such person has participated as an employee of the ASD and the City shall ensure there are no violations of the Chapter 42.23 .RCW Code of Ethics for

Municipal Officers with respect to Contract Interests.

- b. Neither the City nor any employee or agent of the City shall participate in the performance of any duty or service in whole or in part under this agreement that is in violation of Ethics in Public Service law in RCW 42.17.130 related to campaign finances and lobbying and RCW 41.06.250 prohibiting the use of public resources for political activities.

17.RCW 39.34 Required Clauses

- a. Purpose - see section 1
- b. Duration - see section 2
- c. Organization of separate entity and its powers - no new or separate legal or administrative entity is created to administer the provisions of this agreement.
- d. Responsibilities of parties - see section 4 and 5.
- e. Agreement to be filed-The city shall file this agreement with its City Clerk.
- f. Financing- see section 6

CITY OF ANACORTES

Laurie Gere, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Steve Hoglund, Finance Director

Darcy Swetnam, City Attorney

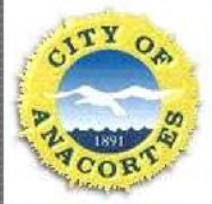
ANACORTES SCHOOL DISTRICT NO.103

Mark Wenzel, Superintendent

Date

ATTEST:

APPROVED AS TO FORM:



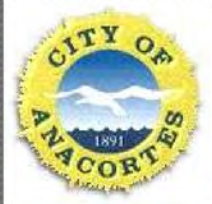
City of Anacortes Public Works

"Essential Services for our Community"

City of Anacortes
Public Works Department

Pavement Management Update #2

2018



City of Anacortes Public Works

"Essential Services for our Community"

Goals for tonight

1. Recap, answer questions
2. 0.2% TBD Sales Tax Resolution Yes/No

Eric Shjarback – City Engineer

- Quick Review

Steve Hoglund – Finance Director

- Finance Related Answers

Fred Buckenmeyer – Public Works Director

- Financing and Budget Options



Existing Conditions 2013 vs. 2018



← 2013

2018 →

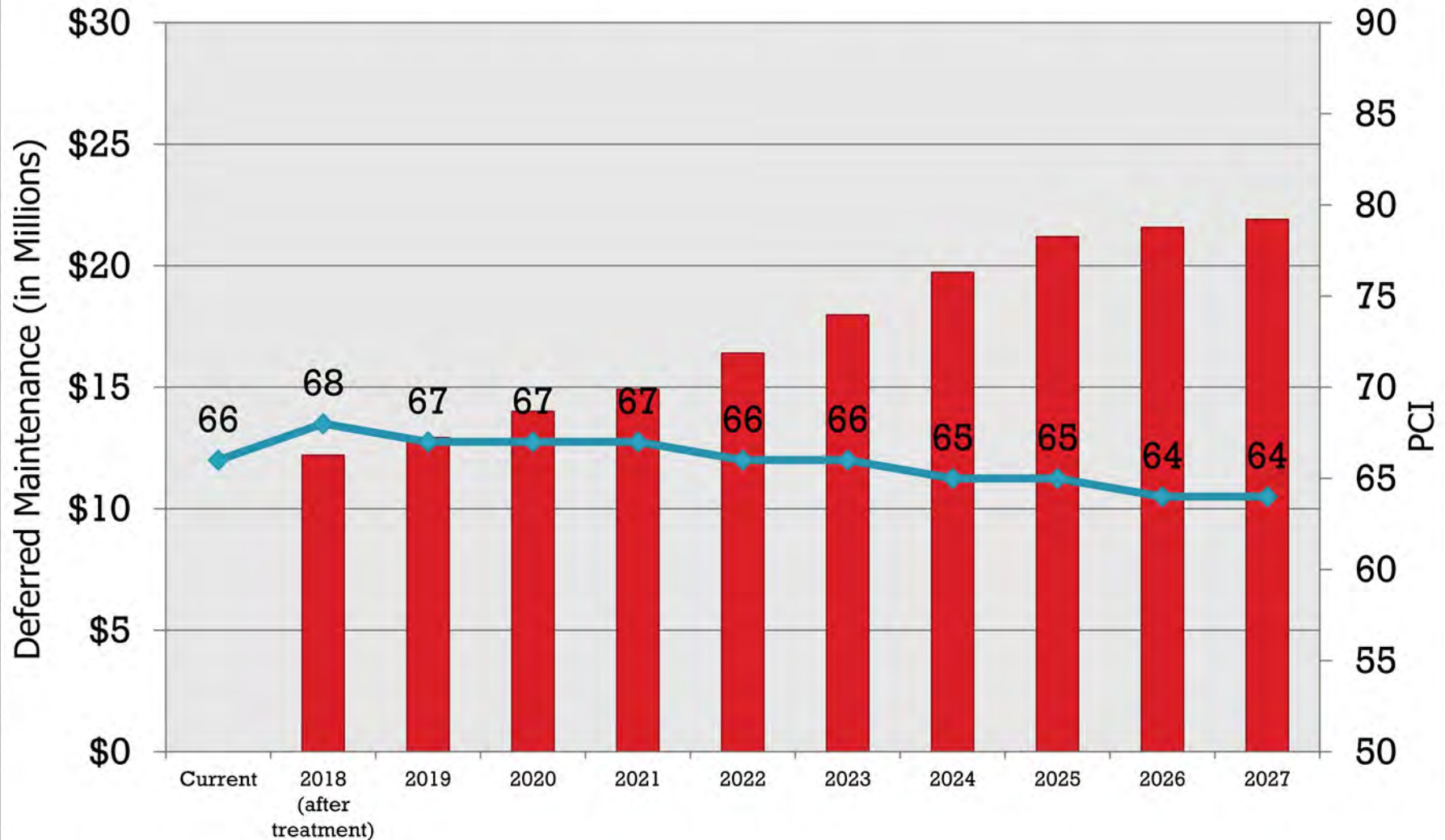


Condition Class	PCI Range	Arterial	Collector	Residential	Total
Good (I)	70-100	5.5%	8.8%	36.8%	51.1%
Fair (II/III)	50-69	3.4%	3.6%	9.9%	17.0%
Poor (IV)	25-49	1.7%	3.4%	13.9%	19.0%
Very Poor (V)	0-24	0.6%	0.7%	11.6%	13.0%
Totals		11.3%	16.5%	72.2%	

Condition Class	PCI Range	Arterial	Collector	Residential	Total
Good (I)	70-100	7.4%	8.2%	32.1%	57.2%
Fair (II/III)	50-69	2.5%	5.7%	9.9%	17.1%
Poor (IV)	25-49	1.3%	2.6%	13.8%	14.0%
Very Poor (V)	0-24	0.1%	0.1%	9.5%	11.7%
Totals		11.3%	16.6%	72.1%	

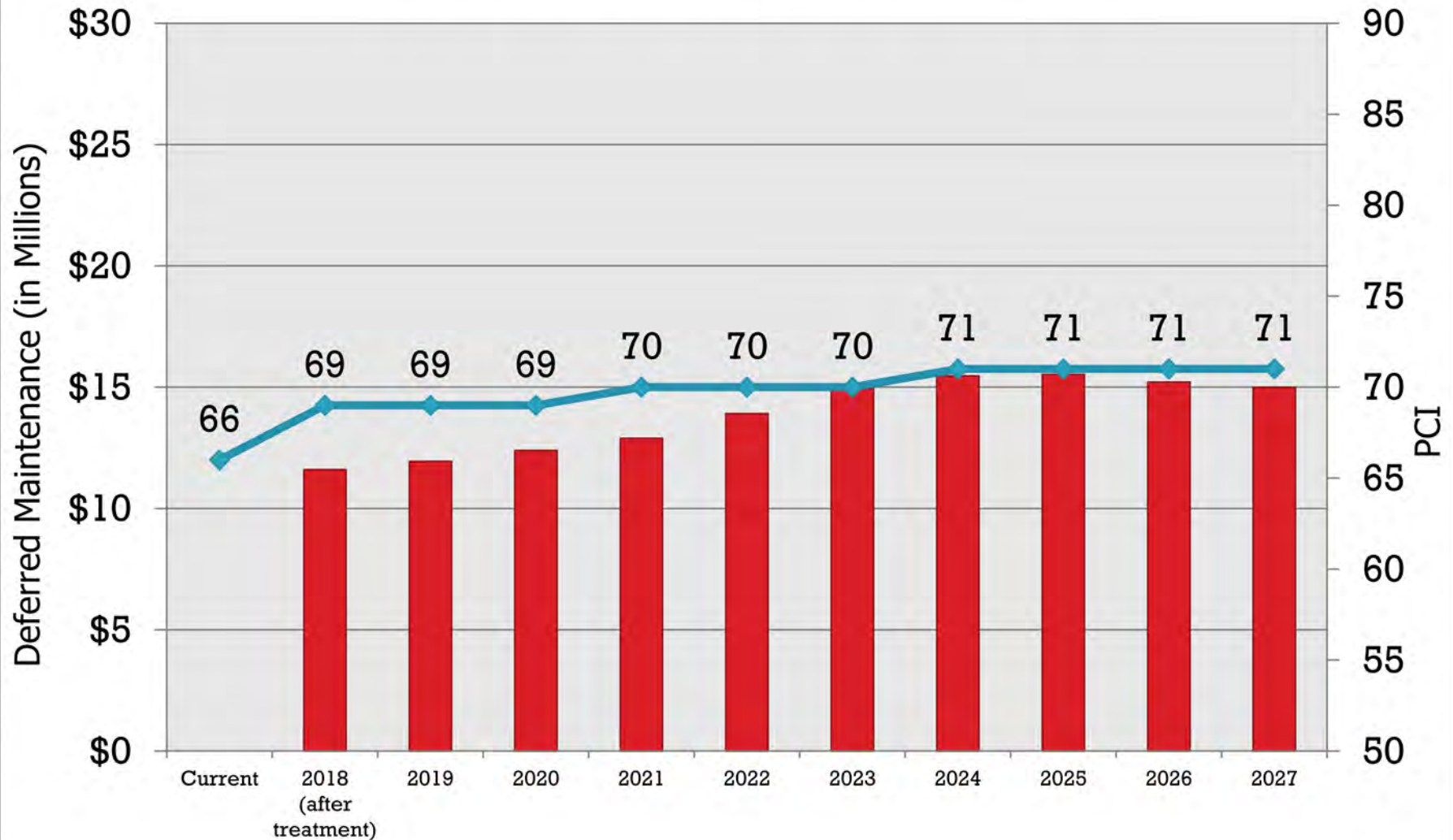
Scenario 2 – Current funding level

(\$11.0 million over 10 years - PCI decreases 2 points)



Scenario 5 – Increased PCI by 5 points

(\$17.0 million over 10 years - PCI Increases 5 points)





Roadway condition at end of 10-year period -- \$1.7M

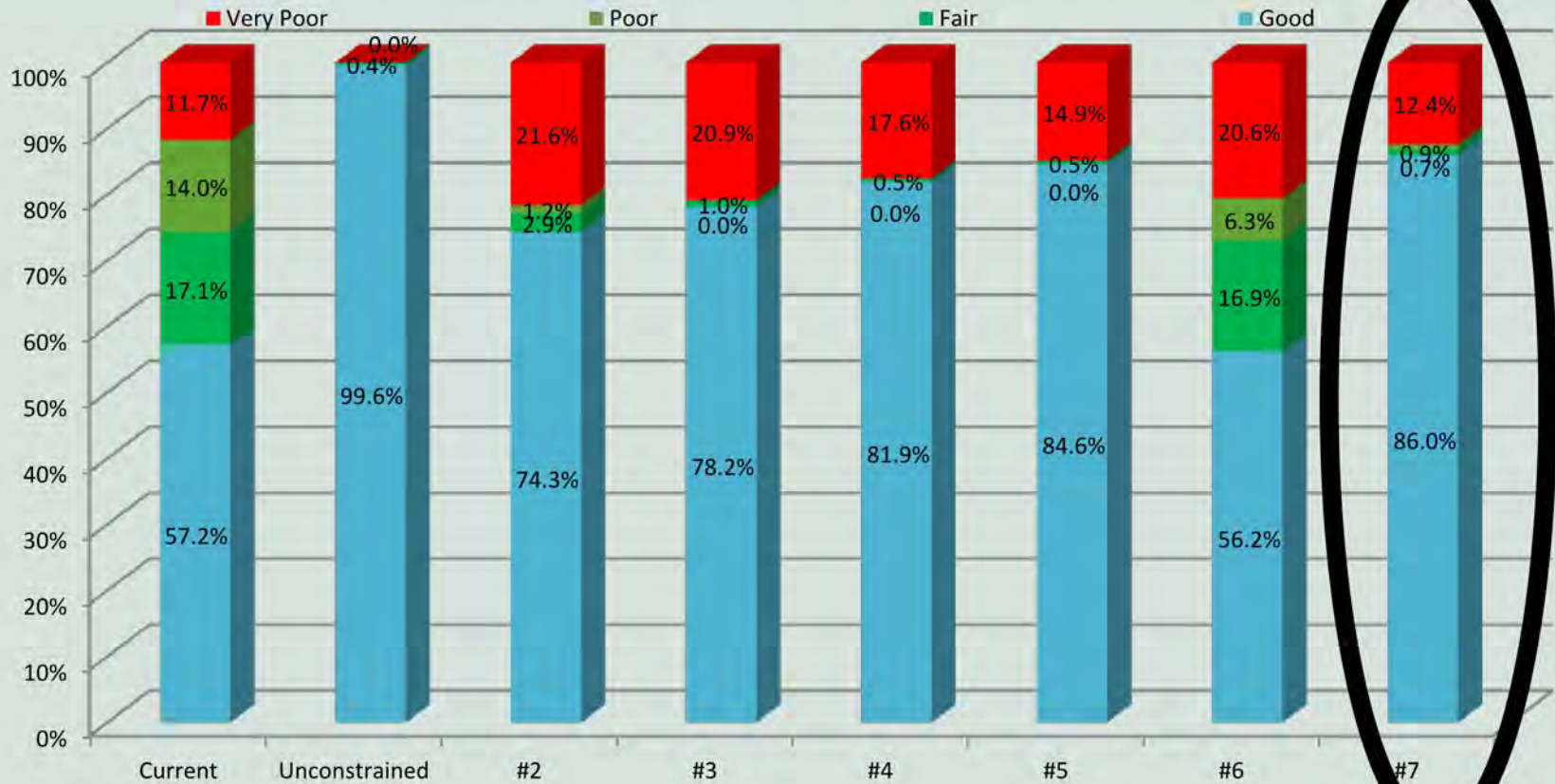




City of Anacortes Public Works

"Essential Services for our Community"

Roadway condition at end of 10-year period -- \$2.0M





Steve Hoglund: Follow up questions from 5/29/18 TBD Discussion

- Historical REET collections and uses
 - Solid Waste Utility Tax
 - Neighboring municipality experience with .02 TBD sales tax
-



REET 1 Collection and Uses

RCW 82.46.010 authorizes a tax of .25% of the selling price of real property (REET 1)

- To be used for financing capital projects identified in a Capital Facilities Plan
- Capital Projects means:

those public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets; roads; highways; sidewalks; street and road lighting systems; traffic signals; bridges; domestic water systems; storm and sanitary sewer systems; parks; recreational facilities; law enforcement facilities; fire protection facilities; trails; libraries; administrative facilities; judicial facilities; ...and technology infrastructure that is integral to the capital project.



REET 2 Collection and Uses

RCW 82.46.035 authorizes an additional tax of .25% of the selling price of real property (REET 2).

- Uses generally the same as REET 1, except its more restrictive:
 - No park acquisition, trail, administrative, law enforcement or judicial uses.
- From 7/1/17 to 6/30/19 may be used for the acquisition, construction, improvement, or rehabilitation of facilities to provide housing for the homeless. (Up to \$100K or 25% of funds, not to exceed \$1M)



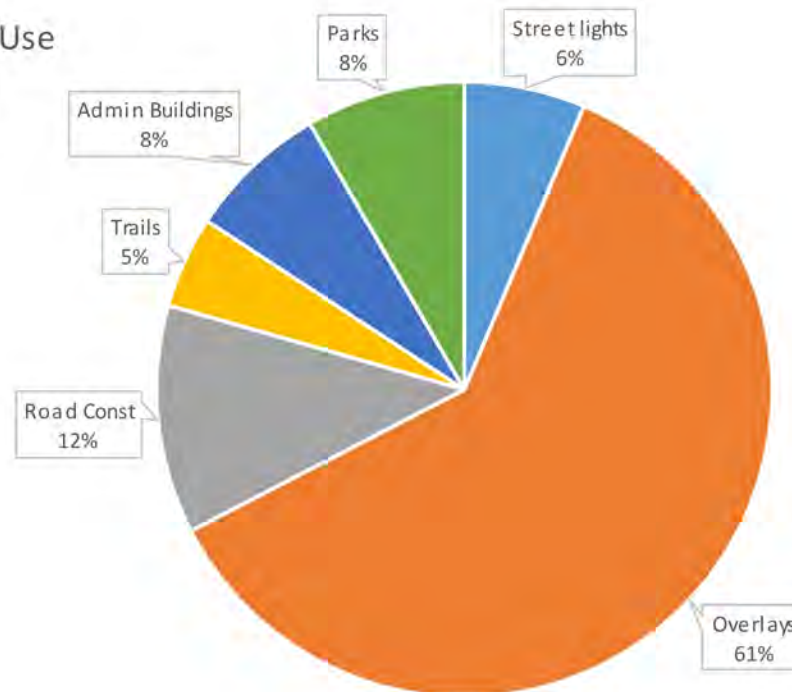
Historical collection and use of REET





Historical Use of REET

2014 - 2017 REET Use



Street lights	Overlays	Road Const	Trails	Admin Buildings	Parks	Total
203,350	1,953,776	384,554	154,350	236,159	268,133	3,200,321



Solid Waste Utility Tax

Set at 12% by ordinance 2928 July 21, 2014

- Up from the 7% total City and State combined utility tax (3.6% is imposed by the state).
- Also applies to Recycling.

Resolution 1895 required at least 66% of which to go toward the annual Street Overlay budget.

The accounting system was set to deposit 2/3 of the Solid Waste Utility tax directly into the Street Maintenance Fund.

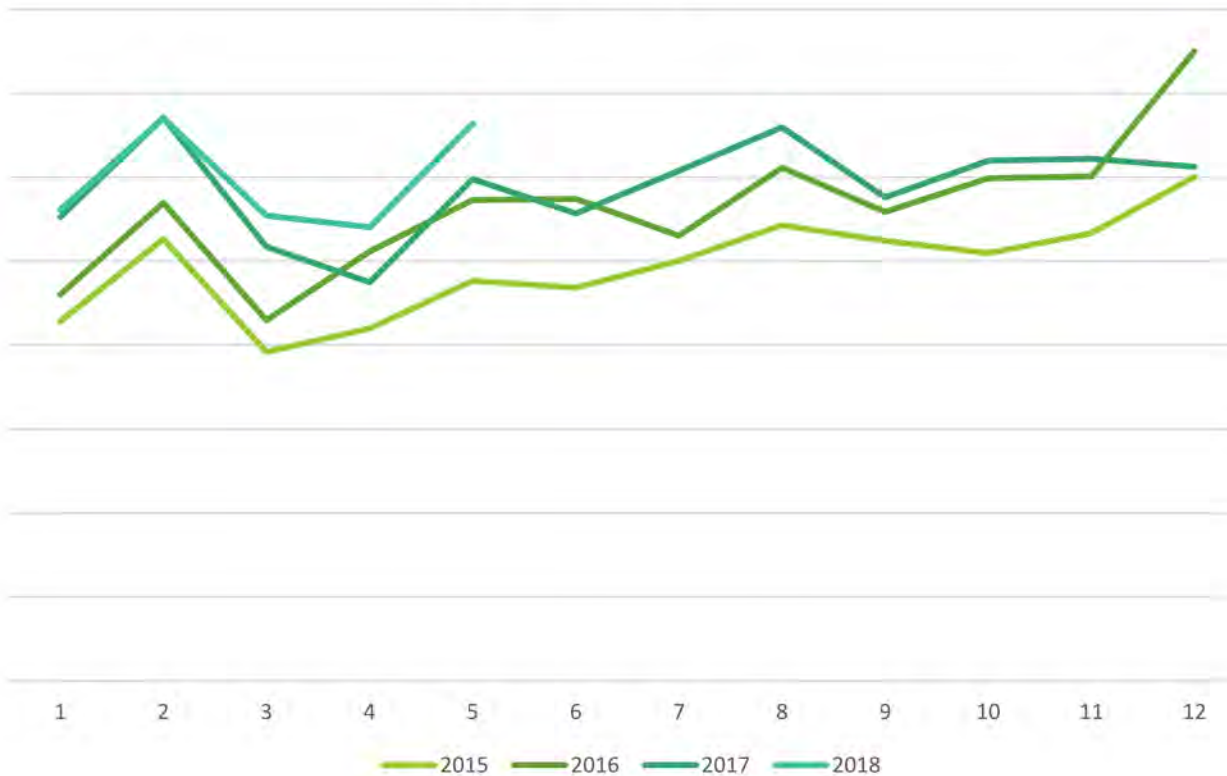
Collections:

Year	2017	2016	2015	2014
Amount Collected	\$ 284,382	\$ 267,973	\$ 190,997	\$ 39,850



Neighboring municipality sales tax

Sales Tax Trend



- Tax implemented midway through 2016
- Sales tax trend continues upward after implementation
- Its hard to define the impact in a growing economy



Pavement Management funding options for discussion/action

Current Investment	\$1,100,000
Sales Tax eliminate car tabs	\$1,700,000
Sales Tax and keep \$20 car tabs	\$2,000,000



	2017 with \$20 Car Tabs	2019 Sales Tax 0.2%	2019 Sales Tax and \$20 tabs
REET I		\$250,000	\$250,000
REET II	\$580,000	\$250,000	\$250,000
Solid Waste Utility Tax	\$230,000	\$283,000	\$283,000
Prilled Sulfur	\$127,000		
TBD	\$334,000	\$928,000	\$1,248M
	\$1,270,000	\$1,711,000	\$2,031,000



Other discussion items:

- FTE or % of FTE included in any increased funding option
- % vs. fixed REET funding
- Additional cost of increased funding
 - Sidewalk and ADA Ramp upgrades
 - Increased Sewer/Water/Storm needs



Sales Tax Procedure Information:

- \$10,000 worth of purchases
 - \$20 extra at 0.2%
- \$50,000 worth of purchase
 - \$100 extra at 0.2%
- 10-year moratorium on sales tax unless another 10 years approved by council
- RCW 36.73.040(3)(a) authorizes TBD's to impose a sales and us tax in accordance with RCW 82.140455 in an amount no exceeding two-tenths of one percent (0.2%) for a period of ten years.

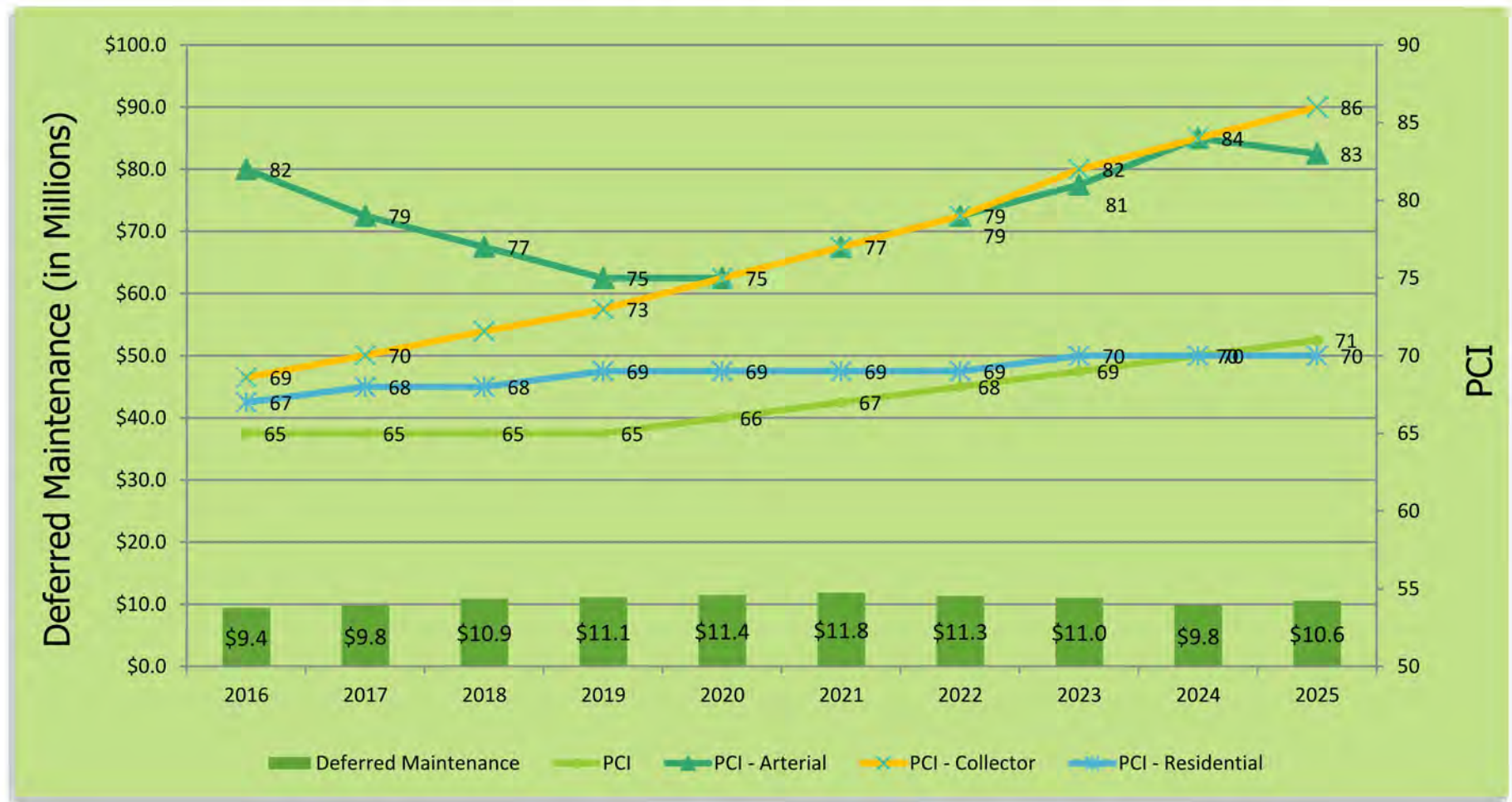


Sales Tax Procedure:

1. ~~Council Discussion (Tonight May 2018)~~
2. Council Discussion #2/ Public Input/ Public Hearing (June 2018)
3. Vote on Resolution defining sales tax procedures, TBD eligible uses, etc. (June-July 2018)
4. Submit the adopted resolution to the County by August 7 to get on the ballot for the November 6 general election (July-Aug 2018)



Increase Arterial and Collector to 85, Residential to 70





City of Anacortes Public Works

"Essential Services for our Community"

**City of Anacortes
Public Works Department**

**Questions?
Discussion?**

Arterial Rehabilitation (Overlay) needs



City of Anacortes, WA

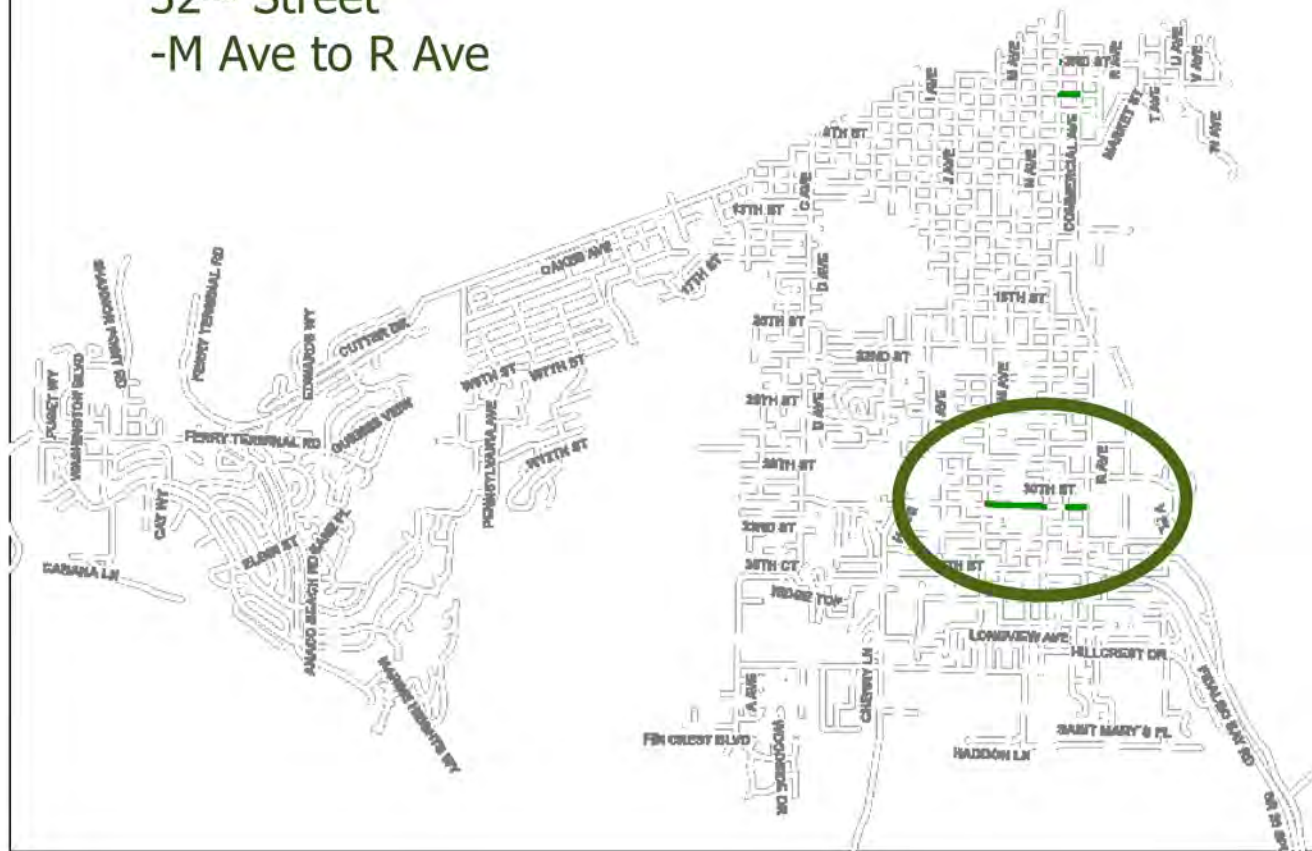
Scenario Treatments

Arterial Rehabilitation 2018 - 2022 - Printed: 3/6/2018

Feature Legend

■ MILL & FILL 2" OVERLAY

32nd Street
-M Ave to R Ave



Collector Rehabilitation (Overlay) needs



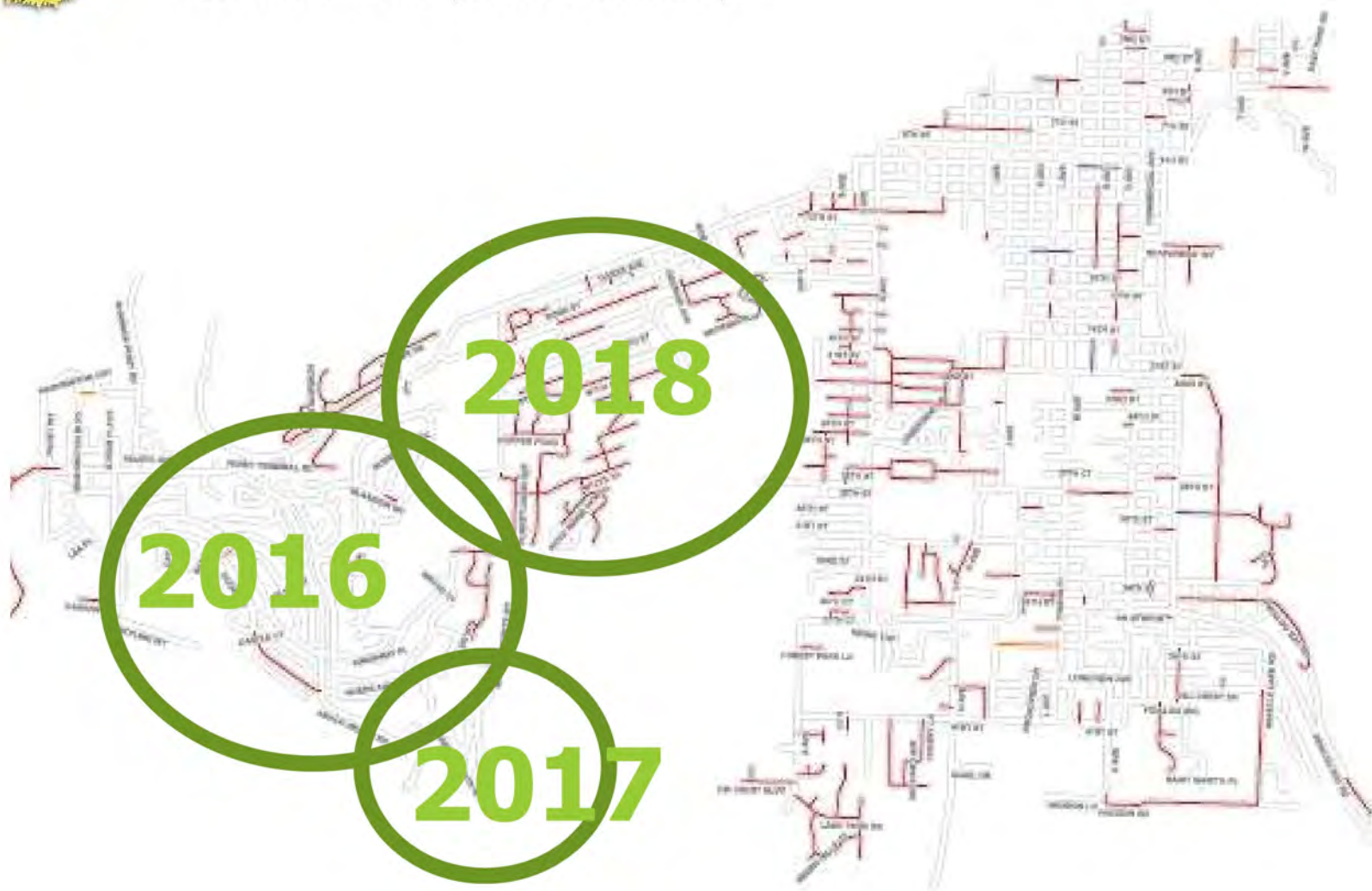
Scenario Treatments Collector Rehab 2018 to 2022 - Printed: 3/6/2018





City of Anacortes Public Works

"Essential Services for our Community"

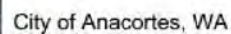


City of Anacortes Current PCI = 66

- 73.5 Centerline Miles of Paved Streets

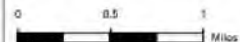
Arterial	9.0 miles
Collector	16.9 miles
Residential/Local	79.4 miles

Condition Category	PCI Range	Percent of Network
Good	70 to 100	57.2%
Fair	50 to 70	17.1%
Poor	25 to 50	14.0%
Very Poor	0 to 25	11.7%



Printed: 2/14/2018

- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)
- Category IV - Poor
- Category V - Very Poor

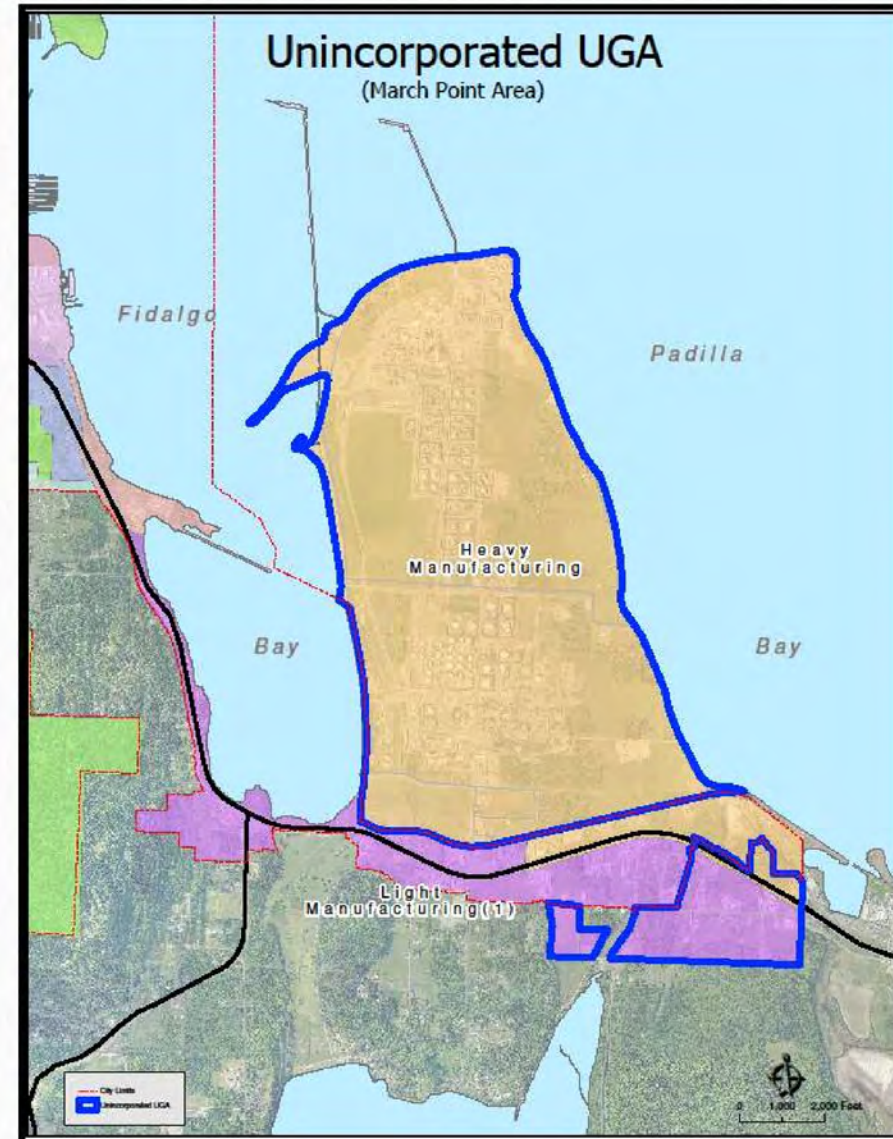


ILA: Impact Fees in the UGA

June 4, 2018

Anacortes UGA

- ILA applies to new development within City's unincorporated Urban Growth Area (UGA)
- Currently no impact fees are charged (either by City or County) for development within unincorporated UGA



RCW Authorization

- RCW 82.02.050 authorizes assessment of impact fees
 - To ensure adequate facilities are available to serve new growth
 - For improvements reasonably related to new development
- RCW 82.02.060 et seq. provides procedures and rules for
 - Local ordinance requirements
 - Use of funds
 - Refunds, appeals, etc.

Skagit County Code

- Section 14.30.030: County must collect impact fees on behalf of city within urban growth area that has complied with section.
- Before County may collect:
 - City must submit CFP, impact fee schedule, and impact fee calculations
 - County must incorporate City's CFP into County comp plan
 - County must adopt City's impact fee schedule by ordinance
 - Must be Interlocal between parties

ILA Requirements

- Interlocal must include:
 - Procedure for collection, etc. of fees
 - Requirement for City to use impact fees consistent with State Law
 - Requirement that the City will provide an annual report to the County
 - Language that City will indemnify County against claims or challenges to impact fee assessment.
- Staff believe proposed ILA complies with all requirements

QUESTIONS?

Thank You!



City Council Contract Agenda Bill

Meeting Date: 6/4/2018 **Agenda Item:** 7b

Subject: Interlocal Agreement 264 for Collection and Distribution of Impact Fees – with Skagit County

Staff Contact: Don Measamer

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

Action Type: Interlocal Agreement

Summary Statement: City staff seeks City Council consent to enter into an interlocal agreement with Skagit County for the collection and distribution of impact fees.

Background: The Purpose of this agreement is to allow the County to collect transportation impact fees on the City's behalf for projects within the Anacortes unincorporated UGA and then pass those fees through to the City.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement between City of Anacortes and Skagit County.

Alternative Actions: N/A

Attachments: IL264



Interlocal Cooperative Agreement for Collection and Distribution of Impact Fees

This Agreement is between City of Anacortes (“**Partner Agency**”) and Skagit County, a Washington State municipal corporation (“**County**”), pursuant to the authority granted by the Interlocal Cooperation Act, RCW Chapter 39.34.

1 General

- 1.1 Purpose. The Purpose of this agreement is to provide for the County’s collection of impact fees for building permits that the County issues within the Partner Agency’s district boundaries (if a special purpose district) or unincorporated urban growth area (if a city or town), distribution of such impact fees to the Partner Agency, and general implementation of Skagit County Code Chapter 14.30.
- 1.2 Representatives. The following persons are designated as representatives of the respective parties and are 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 must notify the other party.

Partner Agency Representative:	Director of Planning, Community & Economic Development PO Box 547 Anacortes, WA 98221
County Representative:	Director of Skagit County Planning and Development Services Skagit County Commissioners Administration Building 1800 Continental Place Mount Vernon WA 98273 pds@co.skagit.wa.us

- 1.3 Replacement of prior agreements. This Agreement supersedes and replaces the impact fee provisions of any prior agreement between the parties.
- 1.4 Term. This Agreement begins upon mutual execution and continues until terminated by either party pursuant to paragraph 7, Termination.

2 Definitions

- 2.1 “Impact fee” has the same meaning as in RCW 82.02.090, i.e., a payment of money imposed upon development as a condition of development approval to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities, and that is used for facilities that reasonably benefit the new development. “Impact fee” does not include a reasonable permit or application fee.
- 2.2 “Public facilities” has the same meaning as in RCW 82.02.090, i.e., the following capital facilities owned or operated by government entities: (a) public streets and roads; (b) publicly owned parks, open space, and recreation facilities; (c) school facilities; and (d) fire protection facilities.

3 Responsibilities of Partner Agency

- 3.1 The Partner Agency will annually submit to the County the following documents:
 - (a) a schedule of the Partner Agency's impact fees;
 - (b) an explanation of the methodology the Partner Agency used to arrive at its impact fees;
 - (c) a six-year capital facilities plan adopted by the Partner Agency's governing body that:
 - (1) is valid for at least the following year, even if submitted to the County in a previous year; and
 - (2) includes projects with sufficient detail to substantiate the impact fees;
 - (d) a report for the preceding year showing the source and amount of all moneys collected, earned, or received in that year, and the public improvements that were financed in whole or in part by impact fees in that year, all as consistent with RCW 82.02.070.
- 3.2 The Partner Agency must submit these documents in native electronic format (i.e., not scans of paper materials) whenever possible, and may be submitted via email as direct links to the documents on the Partner Agency's website.
- 3.3 The Partner Agency must use impact fee funds received from the County as impact fees, and interest earned on those funds, consistent with RCW Chapter 82.02 and Skagit County Code Chapter 14.30.
- 3.4 The Partner Agency agrees to expend or encumber the impact fees within the period identified in RCW 82.02.070, unless the Board of County Commissioners identifies in written findings extraordinary and compelling reason or reasons for a Partner Agency to hold the fees beyond the statutory period.
- 3.5 The Partner Agency agrees to refund impact fees and interest earned when notified by the County that a refund is due per RCW 82.02.080 or the appeal provisions of RCW 14.30.070.
- 3.6 The Partner Agency agrees to amend this Agreement in the event of future changes in state law governing impact fees to ensure consistency with state law.

4 Responsibilities of the County

- 4.1 The County will collect impact fees consistent with Skagit County Code Chapter 14.30, Public Facilities Impact Fees, and utilize the collection, exemption, appeal, and refund procedures in that chapter.
- 4.2 The County will timely review and adopt the Partner Agency's capital facilities plan into the County's Comprehensive Plan and timely review and adopt the Partner Agency's revised impact fee schedule.
- 4.3 The County will begin collecting the impact fees specified by the Partner Agency's current fee on the first day of the year following County adoption of the Partner Agency's capital facilities plan and fee schedule, unless an earlier date is specified in the County's adopting ordinance.
- 4.4 The County will stop collecting impact fees after the last day of the year in which the Partner Agency's most-recently submitted six-year capital facilities financing plan expires.

- 4.5 The County will calculate the impact fees due for a development project. If the County receives a request for an adjustment, credit, exemption, or independent fee calculation, the County must consult with the Partner Agency prior to making a determination on the request.
- 4.6 The County will deposit the impact fees it collects for the Partner Agency in the Partner Agency's account with the County Treasurer (for special purpose districts), or transfer the impact fees to the Partner Agency (for cities and towns) once per month.
- 4.7 The County may collect a nominal fee from applicants required to pay impact fees for administering the impact fee program in the amount established by County ordinance. The County will not collect administration fees for the Partner Agency.

5 Treatment of Assets and Property

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

6 Indemnification

- 6.1 Each party to this Agreement agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of its officials, officers, agents, and employees to the fullest extent required by law and further agrees to save, indemnify, defend, and hold harmless other parties from any such liability. However, the Partner Agency agrees to assume liability for, and indemnify, defend, and hold harmless the County for any legal challenge to the legitimacy of the Partner Agency's impact fees.
- 6.2 Each party shall be responsible for its own legal fees unless otherwise agreed in a separate written agreement.
- 6.3 No liability shall attach to the County by reason of entering into this Agreement except as expressly provided herein.
- 6.4 The obligations under this section 6 shall be continuing and not be diminished or extinguished by the termination of this Agreement.

7 Termination

Any party hereto may terminate this Agreement upon 30 days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party's last known address for the purposes of giving notice under this paragraph but only after the obligations of SCC Chapter 14.30 and RCW 82.02.080 have been met with regard to any unexpended or unencumbered impact fees held by the County or the Partner Agency. 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.

8 Changes, Modifications, Amendments, and Waivers:

The Agreement may be changed, modified, amended, or waived only by written agreement 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.

9 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.

10 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.

The undersigned warrants that the signatory is authorized to sign this agreement on behalf of the Partner Agency.

SIGNED this ____ day of _____, 2018.

Signature: _____

Printed Name: Laurie Gere

Title: Mayor

Partner Agency: City of Anacortes

DATED this ____ day of _____, 2018.

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

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Attest:

Ron Wesen, 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

WEST END TELEMETRY PROJECT

Northwest Open Access Network ("NoaNet")
and Robinson Brothers Construction ("RBC")

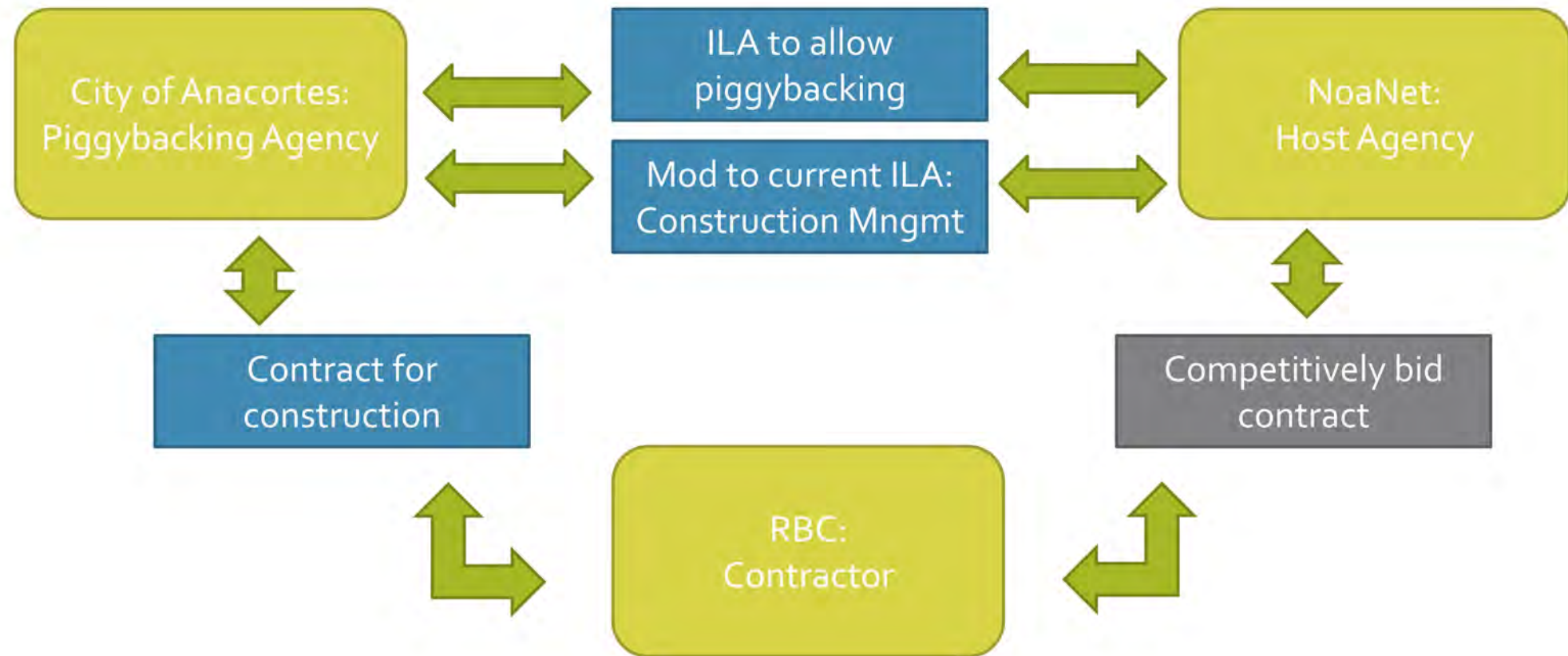
Project Overview

- Overall cost of the project between both NoaNet and RBC is around \$950,000
- The size of the project would require full competitive bidding process
- City has existing ILA with NoaNet for help with telemetry project
- NoaNet has a contract with RBC for fiber construction
 - NoaNet solicited bids for fiber repair and construction work
 - Sought bids on an on-call basis with work to be determined by work orders
 - RBC was lowest bidder
 - Bid reflected rates and costs for certain categories of work
- City would like to piggyback on contract between NoaNet and RBC

Piggybacking

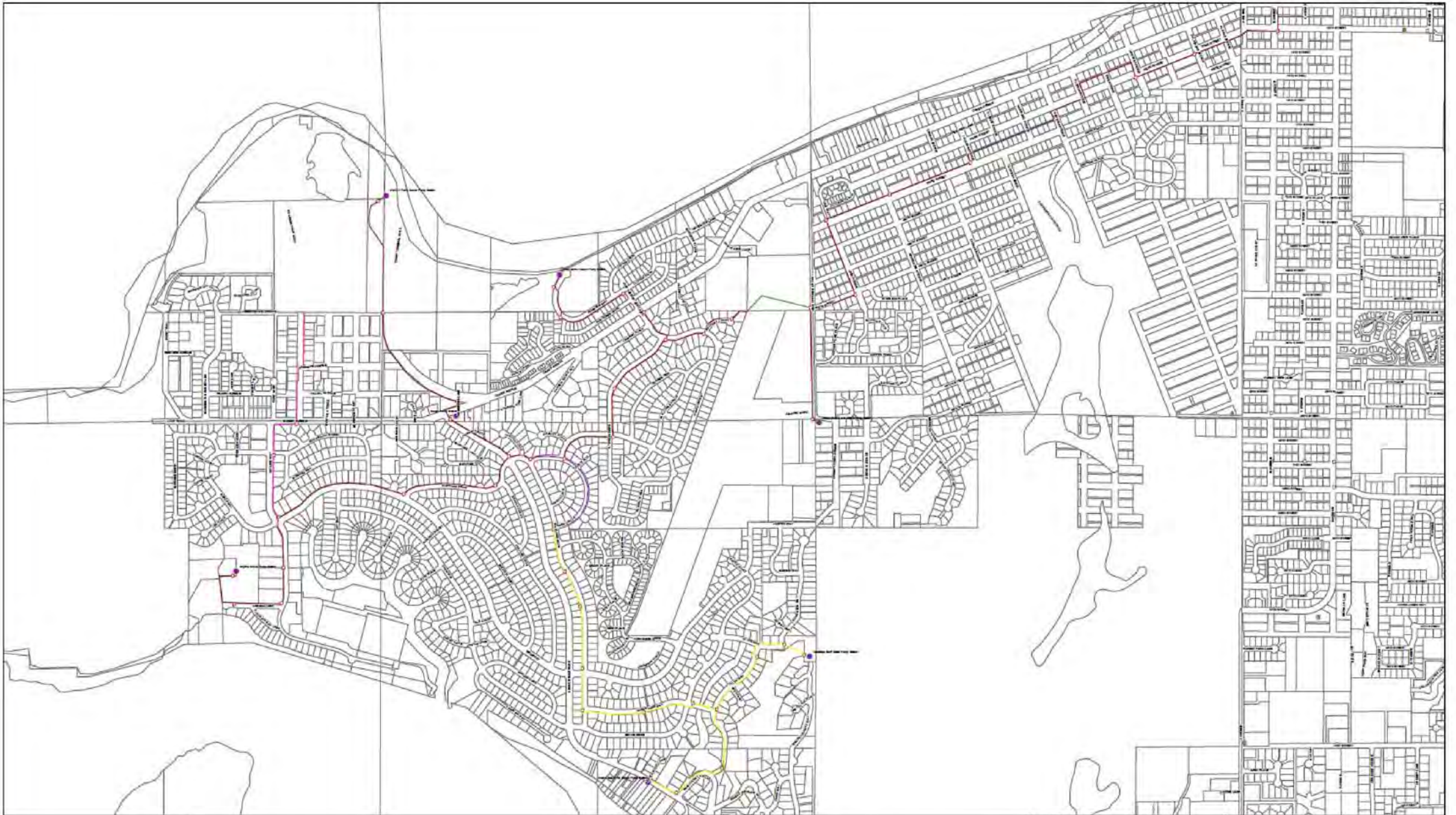
- RCW 39.34 allows government agencies to make purchases using another agency's purchasing contract
- General process:
 - Host agency and piggybacking agency must sign an Interlocal allowing for the use of each others' contracts
 - Host agency solicits bids and awards contract with Contractor
 - Piggybacking agency contracts with Contractor directly for purchase
- Piggybacking now allowed for public works contracts
 - Traditionally, piggybacking has not been recognized for public works contracts
 - SAO has recently determined that agencies can piggyback on host public works contracts

Agreements



Contracts

- June 4, 2018: BOTH NOANET AGREEMENTS
 - IL263:
 - Cooperative Purchasing Agreement with NoaNet
 - Allows piggybacking
 - Amendment to IL232:
 - Fiber Optics Project Phase 3 Design and Construction Management with NoaNet
 - Establishes NoaNet as construction manager
- June 18, 2018: RBC CONTRACT
 - Contract 14-056-IDS-007:
 - Fiber Optics Project Phase 3 Construction with RBC
 - Contract with RBC for construction



City of Anacortes - Phase 3
Exhibit C

- Legend
- Splice Case
 - Pump Stations
 - Vault
 - Aerial
 - Existing Conduit
 - Phase 3A
 - Phase 3B
 - Water Pipe



QUESTIONS?



City Council Contract Agenda Bill

Meeting Date: 6/4/2018 **Agenda Item:** 7c

Subject: Interlocal Agreement 263 – Cooperative Purchasing with NoaNet

Staff Contact: Darcy Swetnam

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

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to enter into an interlocal agreement with Northwest Open Access Network (NoaNet) to allow the Agencies to cooperatively purchase goods and services in the manner known as "piggy-backing." Specifically the City is planning on piggy-backing onto a contract between NoaNet and Robinson Brothers Construction (RBC) for the construction portion of Phase 3 of the fiber build project.

Background: Washington State RCW 39.34 "permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage". There are no costs to the agencies to enter into a cooperative purchasing agreement, and each agency is responsible for their own payment for their acquisition of any goods and/or services. The current interlocal #232 with NoaNet provides for engineering and construction management for the fiber build project. The City does not have an interlocal in place that allows for piggybacking on NoaNet's contracts.

Previous Council/Committee Action: Council considered this agreement at its May 29, 2018 regular meeting and elected to postpone action to June 4.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement between City of Anacortes and NoaNet.

Alternative Actions: N/A

Attachments: IL263

CITY OF ANACORTES – NORTHWEST OPEN ACCESS NETWORK
COOPERATIVE PURCHASING AGREEMENT

This Intergovernmental Cooperative Purchasing Agreement (“Purchasing Agreement”) is made by and between the undersigned City of Anacortes and the Northwest Open Access Network (“NoaNet”) (collectively “Agencies”; individually “Agency”). This Purchasing Agreement shall be effective immediately on signature of the parties.

Recitals

(A) This Purchasing Agreement is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, and other provisions of law.

(B) The purpose of this Agreement is to allow the Agencies to cooperatively purchase goods and services in the manner known as “piggy-backing.”

Agreement

To carry out the purposes of this Purchasing Agreement and in consideration of the mutual benefits and conditions set forth below, the Agencies agree as follows:

- (1) No new or separate legal or administrative entity is created to administer the provisions of this Purchasing Agreement. Nothing in this Purchasing Agreement shall authorize or permit the parties to jointly own any property, real or personal.
- (2) To the extent permitted by law and agreed on by the Agencies, either Agency may insert in any solicitation for goods and/or services a provision disclosing that other agencies may also desire to procure the goods and/or services being offered to the soliciting agency and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions; however, failure to include such a provision shall not preclude a cooperative purchase (piggy-back) under this Agreement.
- (3) The Agency initiating a particular purchase (the “Lead Agency”) will contract for the purchase of goods and/or services according to the laws and regulations governing purchases by and on behalf of the Lead Agency. The other Agency accepts responsibility for compliance with additional or varying laws and regulations, if any, governing purchases by and on behalf of such other Agency.
- (4) Whenever the Lead Agency has contracted to purchase goods and/or services on its behalf and the vendor or other party contracting to supply the goods or services has opted to extend its bid and contract terms and conditions to other agencies at the same price, terms and conditions, the other Agency may purchase goods and/or services covered by the contract on the same terms and conditions as the Lead Agency. Such a purchase shall be effected by an agreement directed by the other Agency to the vendor or other party contracting to furnish goods, services or both to the Lead Agency. The Lead Agency accepts no responsibility, except as provided by separate agreement, for the performance of any purchasing contracts between the vendor and the other Agency.
- (5) Each Agency accepts no responsibility for the payment for acquisition of any goods and/or services intended for use by the other Agency.
- (6) Each Agency reserves the right to contract independently for the purchase of any particular class of goods and/or services with or without notice to the other Agency.

(7) Each Agency reserves the right to exclude the other Agency from any particular purchasing contract, with or without notice to such other Agency.

(8) This Purchasing Agreement shall remain in force until terminated by either party, which may be done without prior notice but which shall be in writing and provided to the other party within seven business days.

(9) The provisions of this Agreement are severable. If a court of competent jurisdiction rules invalid or unenforceable any of the provisions hereof, such provisions shall be disregarded, but the remainder of this instrument shall nevertheless be given full force and effect.

(10) **Mutual Hold Harmless:** Each of the Agencies that is a party to this Cooperative Purchasing Agreement does hereby individually agree and consent that it shall defend, protect, hold harmless and indemnify (generically and collectively "indemnify") the other Agency (or the affiliates, employees, representatives, agents, contractors or subcontractors of that other Agency) from and against all claims, suits or actions arising from any allegedly negligent acts or omissions or any alleged contractual breach by the indemnifying Agency or its affiliates, employees, representatives, agents, contractors or subcontractors.

The duty to indemnify as described above shall include the obligation of each Agency that is a party to this suit to process and defend at its own expense, including all costs, attorney fees and legal expenses, all claims, demands or suits at law or equity arising directly or indirectly from the alleged negligence or alleged contractual breach of the indemnifying Agency.

However, if the claims or suits are the result of a breach of contract by both Agencies that are party to this contract or by the alleged concurrent negligent act or omission of both Agencies that have executed this contract, then the above-listed paragraphs of this mutual hold harmless and indemnification shall be valid and enforceable against any ONE Agency only to the extent of the negligence or breach of contract by that one Agency's affiliates, employees, representatives, agents, contractors or subcontractors.

(11) **No Joint and Several Liability:** The parties agree that in the event that both Agencies are adjudged, found or determined by a court of competent jurisdiction to have been jointly negligent or jointly liable for breach of contract AND if money damages are awarded to the injured or damaged party or person as a result of said adjudication or determination, then each individual Agency shall be responsible only for its proportionate share of the entire damage or monetary award as decided by the jury or other fact-finder.

APPROVED BY:

NOANET

CITY OF ANACORTES

NAME/TITLE

Laurie Gere, Mayor



City Council Contract Agenda Bill

Meeting Date: 6/4/2018 **Agenda Item:** 7d

Subject: Interlocal #232 Modification 02: Fiber Optics Project

Staff Contact: Fred Buckenmeyer

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

Action Type: Interlocal Amendment

Summary Statement: City staff seeks Council consent to issue an amendment to IL232 with Northwest Open Access Network (NoaNet) in the amount of \$198,880.00, for a total contract price of \$487,173.00, for the addition of Phase 3 work to the Scope of Work. Phase 3 scope includes OPS fiber design, engineering, and construction management services of the fiber optic network in the west half of the City of Anacortes, including connecting Fire Station #2, three sewer pump stations, and one water pump station.

Background:

1. **Reason for Contract Change:** This proposed amendment adds to the Scope of Work that NoaNet will provide OPS fiber design, engineering, and construction management services for the deployment of the fiber optic system for Phase 3 in the west half of the City of Anacortes as detailed in Exhibit C. The City plans to piggyback on an existing NoaNet contract with Robinson Brothers Construction (RBC) to provide all materials, equipment and labor to build the fiber optic system in the west half of the City including connecting Fire Station #2, three sewer pump stations, and one water pump station.
2. **History:** The City's water treatment and wastewater treatment plants each need to communicate with, and control, outlying facilities such as reservoirs and pump stations. To correct chronic communications between these facilities, this project will install fiber optics communication between the plants and the outlying facilities using the City Library as a hub. The current contract is for Phases 1 and 2 of the overall project. Phase 1 is for work within the City Limits and Phase 2 provides the connection between the water treatment plant and the Blue Heron Circle (3MG) reservoir. Phase 3 is required to provide connection to the remaining facilities not connected in Phases 1 and 2. There will be an additional cost to install a section of fiber inside the water line across the north end of the airport. Cost will be determined once the route is finalized and the material identified.
3. **Key Terms:**
 - The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis not-to-exceed basis with a contract increase of \$198,880.00 for a total of \$487,173.00.
4. **Competitive Bidding:** The City entered into an interlocal agreement with NoaNet per the Washington Interlocal Cooperation Act RCW 39.34 which permits public entities to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers.

Previous Council/Committee Action: The original [interlocal and contract](#) was awarded on [9/19/16](#). [Modification 01](#) was for additional hours for Phase 1 and 2 of the City's fiber optics communication project, as well as additional hours for construction inspectors and was approved on [10/9/17](#). The concept of the fiber based municipal broadband system has been discussed multiple times over the last 2 years.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign Modification 02 to Interlocal Agreement 232 with NoaNet, in the amount of \$198,880.00 increasing the total contract price to \$487,173.00.

Alternative Actions: Not approve the contract, cancel the project

Attachments: Modification 02

Contractor	NoaNet
Original Agreement Amount	\$175,000.00
Modification 1 approved 10/9/17	\$113,293.00
Current Agreement Amount	\$288,293.00
Change Per this Modification	\$198,880.00
Total After Modification	\$487,173.00
Earmarked Funds (2017 & 2018)	\$2,370,000.00
BARS #s	440.000.594.35.63 401.000.594.34.63
Paid on Contract as of 5/30/18	\$279,228.89
Budget Amendment Required?	No
Start Date	Inception
End Date	9/22/2021



Interlocal 232 Modification 02

Date June 5, 2018
Page 1 of 1 Page

Project Description	City of Anacortes Fiber Optics Project
Prime Contractor	Northwest Open Access Network ("NOANET")

BACKGROUND

This amendment is to include Phase 3 of the fiber optics project into the scope of work. Phase 3 includes OSP fiber design, engineering, and construction management services for the fiber optic network in the west half of the City of Anacortes, including connecting Fire Station #2, three sewer pump stations, and one water pump station. Accordingly, the contract price is increased from \$288,293.00 by \$198,880.00 to \$487,173.00.

Accordingly, the following change is incorporated under this contract:

3. NOANET's OBLIGATIONS, insert the following second paragraph:

"The work as described above is hereby amended per Modification 02. NOANET will provide OSP fiber design, engineering, and construction management services for the deployment of the fiber optic system for Phase 3 in the west half of the City of Anacortes as detailed in Exhibit C, which is attached hereto and incorporated by reference."

4. COMPENSATION, insert the following second paragraph:

"The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis not-to-exceed **Four Hundred Eighty-Seven Thousand One Hundred Seventy-Three Dollars (\$487,173.00)**. This includes the original contract price of \$175,000. The price of \$113,293.00 for Modification 01. The price of \$198,880.00 for Modification 02 as detailed in Exhibit C, which is attached hereto and incorporated by reference."

All other terms 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 ANACORTES

By _____
Laurie Gere, Mayor

Date _____

NORTHWEST OPEN ACCESS NETWORK

By _____
Signature

Printed Name

Title _____

Date _____

Original Agreement Amount	\$175,000.00
Current Agreement Amount	\$288,293.00
Change Per this Modification	\$198,880.00
Total After Modification	\$487,173.00



**COA Interlocal 232
EXHIBIT C**

**Statement of Work
Exhibit C to the Interlocal Cooperative
Agreement effective 26th day of September
2016
City of Anacortes**

**OSP Fiber Design, Engineering and Construction
Management Services**

PHASE THREE

**Professional Services Provider
NoaNet**

Northwest Open Access Network
7195 Wagner Way Ste 104
Gig Harbor, WA 98335



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OVERVIEW

NoaNet is pleased to present this Engineering Services Statement of Work (SOW) to the City of Anacortes (COA). This SOW describes the engineering tasks proposed to assist COA with the design and implementation of its OSP fiber construction project and network implementation. This Scope of Work understands there are three components of this project, as depicted in Exhibit A, which will be generally defined as Phase 3, 3A and 3B and further outlined herein. For the purpose of this Scope of Work, the proposal includes the estimated requirements to complete all three phases of the project at the discretion of the City.

OVERALL PROJECT MANAGEMENT

- Your assigned Project Manager (PM) assists with a careful review of your expectations to provide the framework for development and monitoring of the Project Scope.
- Project Document Archives are an important communications vehicle during project execution and also serve as a valuable reference once a project is closed. Your PM will establish a project document management storage area and processes to meet your data retention requirements.
- PM will work with Project Team to develop a realistic budget and schedule using Microsoft Excel, Visio and any other applicable software as tools to facilitate this process.
- NOANET will schedule weekly progress meetings and transition to bi-weekly when the project allows. The purpose of the meetings will be to ensure positive progress and address items requiring attention. NOANET will also schedule other meetings as deemed necessary by the project team.
- During Project Execution, the project manager collects documents and analyzes work performance information and creates performance reports.

DESIGN/STAKING/MAKE READY DATA COLLECTION

- NOANET will create shape file land-base maps for posting routing, cable sizes, and placement methods for the COA new build areas.
- The routing will be submitted to COA for staff review, revisions, and client approval;
- Upon confirmation of site locations, NOANET will perform field staking. NOANET proposes to stake mainline cable, proposed drops, and complete building entrance drawings, as required;
- During staking of aerial routes make ready data, pole locations and attachment height, will be collected for later use in preparing pole attachment/make ready documents;



- Following staking, NOANET will review the drawings with COA. Upon approval, NOANET will prepare the construction unit tabulation and subsequent fiber sizing and assignments;
- The final "as staked" design will be jointly reviewed, revised and accepted by NOANET and COA prior to Plans & Specifications development.

POLE ATTACHMENT/MAKE READY

Make Ready services to be completed shall include:

- Survey and Data Collection of Selected Route Pole Stock
- Utility Contact and Engagement
- Preparation of Pole Attachment Application(s)
- Submittal of Pole Attachment Applications for Processing and Delivery to Utilities
- Application Tracking and Follow Up
- Utility Walk Out and Guidance for Maximum Reduction of Costs and/or Improvement of Build Schedule
- Review of Utility Make Ready Estimates for Accuracy

PUBLIC ROW PERMITS

- NOANET is not required to perform this function for this project as it is assumed the ROW permit process will be handled internal with the COA public works department. If in the event a Washington State Department permit is required, costs for this section will be separately priced.
- Assistance with any excluded service can be provided by NOANET on a time and materials basis.

CONSTRUCTION PHASE SERVICES

- NOANET will conduct a Pre-Construction meeting.
- Recommendations for Notice to Proceed will be prepared and submitted to NoaNet for issuance.
- For the construction project, NOANET SOW assumes adequate inspection levels can be maintained with the assignment of one (1) Resident Engineer ("Resident") for this construction project. Actual staffing levels and number of mainline and drop construction crews will be coordinated with COA.
 - Responsibilities of the Resident:
 - Monitoring and recording construction activities
 - Periodic monitoring of fiber splicing
 - Periodic monitoring of fiber testing
 - Daily tabulation of completed construction as recorded by Inspectors;



- Addressing questions or concerns regarding contract construction requirements
 - Managing other NOANET field personnel.
 - Preparing and submitting weekly progress reports form. The form documents quantity of cable placed, quantity tested and accepted, quantity with access points placed and quantity spliced. These quantities are compared to the scheduled progress. The report will also note any problems encountered and the resolution as well as any weather related delays.
 - Preparing a construction discrepancy list to be given to the contractor upon completion of the construction activities;
 - Notifying COA of additional construction resource requirements so that project schedule and standards will be met at all times;
 - Reviewing Contractor invoices and making recommendations for payment to OSP Director;
- Final construction “ride-out” with representatives of COA
- Responsibilities of the NoaNet Inspectors:
 - Observing the contractor’s construction to assist in complying with the terms of the Plans and Specifications. Inspecting the workmanship of the construction activities
 - Inspecting the manner of incorporation of the materials and equipment placed in the project
 - Correcting the construction drawings to reflect the “as built” inventoried units and routing
 - Observing cable testing by the contractor and recording the results
 - Assisting with the preparation of the weekly progress reports
 - Maintaining a project log and documenting the work progress on a daily basis
 - Notifying the Resident when issues or problems arise
- During the construction process, NOANET proposes to receive all contractor invoices on behalf of COA, review invoices to determine that they properly reflect plant placed, and prepare recommendations to COA regarding payment.
- Foreign Utility Location Responsibilities: The contractor is responsible for locating foreign utilities and shall coordinate directly with COA for location of all existing COA plant. The contractor will perform the construction and is responsible for their methods of performing that work. In that process, they are responsible for protecting other utilities, and also are responsible for any damage to other facilities or utilities. Our experience indicates that the contractor is the best party to be responsible for locates.
- NOANET will develop the required as-built ‘red-lined’ field records for subsequent placement into shape files.
- NOANET proposes that minor changes can be approved by the Resident and that the Resident be the first line of contact for contractor/design disputes or questions.



This does not include changes to the contract. Minor changes are to be subsequently defined during the pre-construction meeting.

- Major changes, either as a result of requests by the contractor, or due to construction conditions experienced in the field are first identified by the Resident as a proposed change. They are then reviewed with COA, and if COA approves, they are documented and initialed on the construction sheets by the contractor, COA, and the Resident. If the major change involves securing new prices, that pricing is received from the contractor and approved by COA prior to the subsequent construction being performed.
- NOANET or Owner will review on reel fiber testing of cable by the contractor. In addition, NOANET will secure reel serial numbers and compare with factory documentation to insure that the provided cable meets the cable specifications, with regard to manufacturer and type.
- NOANET will conduct a Pre-Splicing meeting with the contract splicer to discuss splicing parameters and expectations.
- NOANET will evaluate contractor fiber optic testing, analyze the results, note discrepancies, and coordinate the resolution of these discrepancies.
- NOANET will work with the contractor on a daily basis to reconcile inventory.

CONTRACT CLOSEOUT, CONSTRUCTION 'AS-BUILT' RECORDS

- NOANET will work with COA to identify and document any unresolved discrepancies and facilitate correction with the contractor;
- NOANET will facilitate contract closeout tasks/documents with COA and the contractor;
- NOANET will post "as built" records into COA's shape file platform. Subsequent coordination is required between NOANET and COA for COA server access, transfer of information, QC and final as-built approval.
- If COA completes the steps in this section independent of a NoaNet OSP plans and specifications, contract and bid process, the costs for this section will be separately priced.

PROJECT REQUIREMENTS AND ASSUMPTIONS:

- The preliminary design is considered to be the Western area of the city and outreaching areas. The overall area of proposed construction is 1,150 feet of aerial, 39,050 feet of underground, of which 8,900 feet is considered Phase 3A and 3,050 feet is considered Phase 3B. Both parties understand these numbers will change during



design and engineering. The entire quantity of fiber, fiber count, number of splices cases, splices, pedestals, manholes, vaults, and hand holes, have not been determined yet.

- Project funding to be performed with proceeds from COA.
- NOANET assumes that NOANET or a sub-contractor will directly coordinate, install, turn up and test fiber equipment;
- SEPA/Public Hearings. This proposal does not include work associated with development of SEPA or subsequent consultations, cultural surveys or field monitoring that may be required. Separate scopes and budgets can be developed as cultural resource and historic property protection needs are identified. While not anticipated, public hearings and individual SEPA checklists may be required by individual during permitting. If needed, this work can be accomplished on a time and materials basis as directed by COA or NoaNet.
- Cultural Resources and Historic Properties – This proposal does not include work associated with development of historic properties treatment plans or subsequent consultations, cultural surveys or field monitoring that may be required. Separate scopes and budgets can be developed as cultural resource and historic property protection needs are identified.
- Franchises/Private Easements. This proposal does not include work associated with acquisition of Right of way franchises/private easements. It is assumed that the OWNER will acquire all required franchises/private easements, although this work can be provided on a time and material basis at COA or NoaNet request.
- NOANET assumes that COA will directly apply for any required right-of-way permits.

Assistance with any of these excluded services can be provided by NOANET on a time and materials basis.

SERVICE PRICING

The services in this Scope of Work will be provided on a time and expense (T&E) basis in accordance with the rate schedule shown in Schedule A. Attached, as Schedule A, to this SOW is the schedule of NOANET Solutions' current hourly rates. NOANET based this proposal on best business practices and State of Washington based construction experience. Every effort will be made to keep costs in line with this proposal. If actual engineering costs appear trending above the estimates the owner will be notified as soon as possible with ramifications and possible solutions. Examples of items that could affect the project are changes in scope, construction limitations, adverse weather, or the result of unidentified or changes made for Federal, State, or County requirements for construction,

Total NOANET Engineering Services = \$198,880

Phase 3 = \$141,060 Phase 3A = \$43,420 Phase 3B = \$14,400



NoaNet Management and Support - NoaNet service will be provided upon the parties executing this entire NOANET Statement of Work (SOW). The support tasks listed below are on a time and expense (T&E) basis and will not be exceeded.

- Project Manager – Billing, Correspondence and Coordination - \$85.00
 - This task is to provide COA administrative support to facilitate the outlined project between NOANET and COA and includes, but not limited to, billing, written and verbal correspondence and overall project coordination.
- OSP and Network Engineering Support - \$105.00
 - This task is to provide COA all the necessary activities associated with field survey, pole permitting, construction management, field networking, implementation and installation, contractor monitoring and inspection, GIS data collection and management
- Sr. Manager - 190 hrs. = \$150.00
 - This task is to provide Engineering and Design Management consultation to COA and includes but is not limited to both outside plant and facility design and engineering, compliancy and reporting guidance, schedule and budget guidance and overall project oversight and design.
- Director - 108 hrs. = \$180.00
 - This task is to provide overall project oversight and design, a method for COA consultation on progress, implementation guidance, and client escalation.

INVOICES AND PROGRESS REPORTS

Invoices under this SOW will be submitted to COA monthly.

CHANGES IN STATEMENT OF WORK

Any work requested by COA outside of this SOW or any additional work resulting from factors outside the control of NOANET will be documented and approved by COA in a written Change of Scope form. Factors outside of the control of NOANET include, but are not limited to, the action of third party contractors and vendors, weather delays, etc. Changes in the Scope of Work will be coordinated between NOANET and COA. These changes will be subject to the written approval of both parties, including corresponding changes in the project budget and schedule.

PRIORITY OF CONTRACT DOCUMENTS

In the event of a conflict within this SOW and the Interlocal Cooperation Agreement, the higher priority document will be this SOW.



WORK PRODUCT AND DELIVERABLES

All methodologies utilized are the sole property of NOANET, and the COA will be granted lifetime royalty free rights to use and modify the work product for their internal use. All work products will be delivered in hard copy or applicable electronic formats as requested by COA. All information related to the operations of COA and their business operations is the sole property of the COA.

TERMINATION

Either party can terminate this agreement at any time by providing 30 business days written notice. COA will only be responsible for payment for services to the date of termination of the Statement of Work.



ACCEPTANCE OF STATEMENT OF WORK

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals

City of Anacortes (COA)

Signature

Date

Printed Name

Title

Northwest Open Access Network (NoaNet)

Signature

Date

Printed Name

Title



SCHEDULE A – HOURLY RATE SCHEDULE

HOURLY RATE SCHEDULE – NOANET

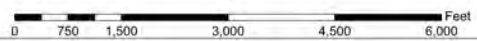
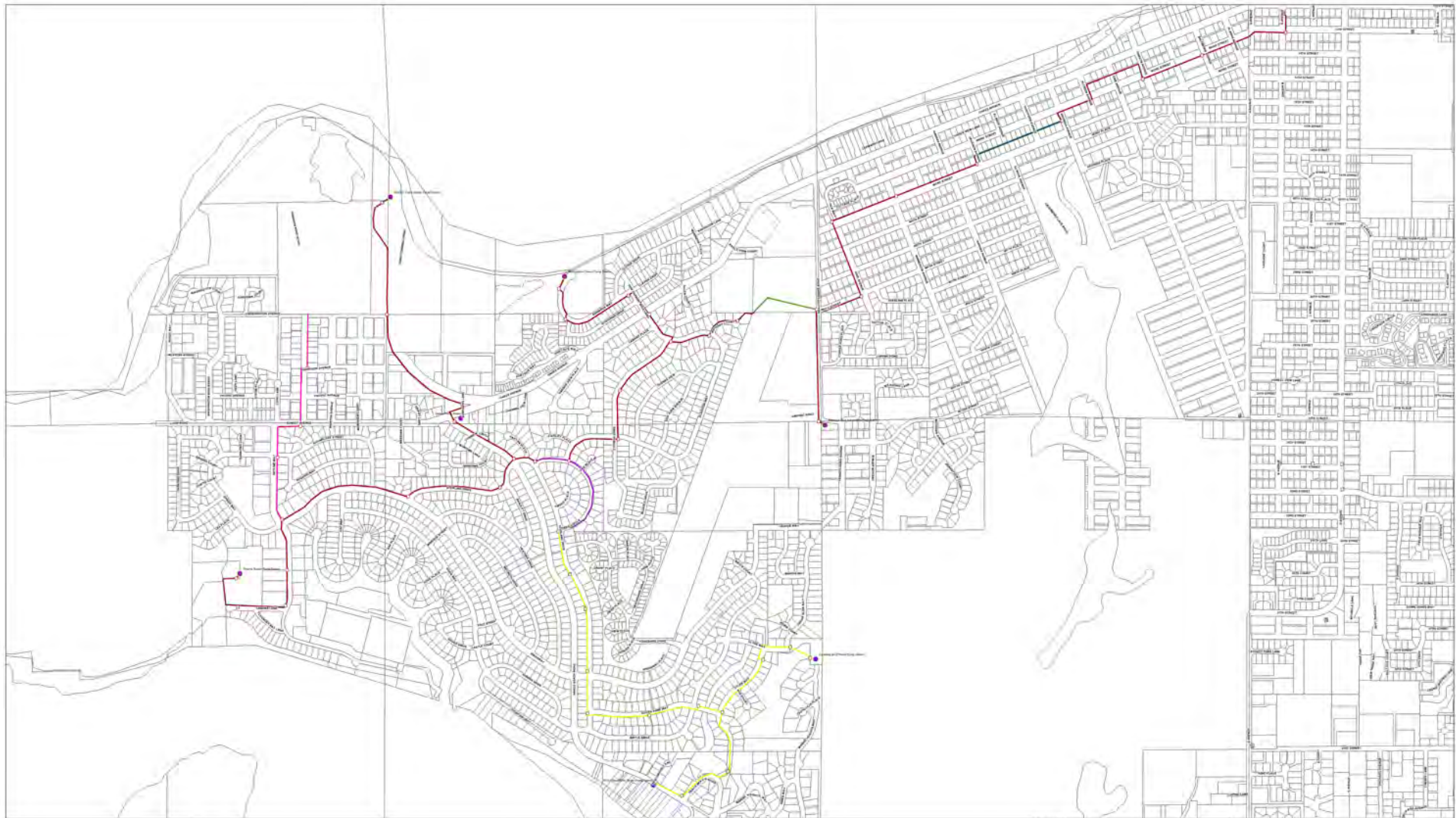
<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
Project Manager	\$ 85.00
Tech Specialist/ Engineer OSP/ Engineer Network/ Field Technician	\$ 105.00
Sr. Engineering Specialist/ Sr. Consultant/ Senior Manager	\$ 150.00
Director	\$ 180.00

Reimbursable costs and fees are additional

<u>DESCRIPTION</u>	<u>RATE</u>
Airline Flight	At Cost
Vehicle Rental	\$100.00 per day
Per Diem	\$82.00 per day
Hotel	At Cost
Misc. Expenses such as shipping, consumables, etc.	At Cost

Scope of Work Amt	Phase 3	Phase 3A	Phase 3B		Phase 3	Phase 3A	Phase 3B
	Hours	Hours	Hours	Rate	Total	Total	Total
Project Management							
Project Management	96	36	8	\$ 85.00	\$ 8,160.00	\$ 3,060.00	\$ 680.00
Design, Staking, and Field Data Collection	0	0	0	\$ 85.00	\$ -	\$ -	\$ -
Plans, Specs, and Bid Management	4	2	2	\$ 85.00	\$ 340.00	\$ 170.00	\$ 170.00
Construction Management and Inspection	8	2	2	\$ 85.00	\$ 680.00	\$ 170.00	\$ 170.00
Total Project Management					\$ 9,180.00	\$ 3,400.00	\$ 1,020.00
OSP, GIS and Engineering Support							
Project Management	8	8	2	\$ 105.00	\$ 840.00	\$ 840.00	\$ 210.00
Design, Staking, and Field Data Collection	248	100	36	\$ 105.00	\$ 26,040.00	\$ 10,500.00	\$ 3,780.00
OSP Plans, Specs, and Bid Management	24	12	6	\$ 105.00	\$ 2,520.00	\$ 1,260.00	\$ 630.00
Construction Management and Inspection	480	180	40	\$ 105.00	\$ 50,400.00	\$ 18,900.00	\$ 4,200.00
Total OSP, GIS Engineering					\$ 79,800.00	\$ 31,500.00	\$ 8,820.00
Sr. Manager / Engineer							
Project Management	36	16	8	\$ 150.00	\$ 5,400.00	\$ 2,400.00	\$ 1,200.00
Design, Staking, and Field Data Collection	56	8	0	\$ 150.00	\$ 8,400.00	\$ 1,200.00	\$ -
OSP Plans, Specs, and Bid Management	32	8	0	\$ 150.00	\$ 4,800.00	\$ 1,200.00	\$ -
Construction Management and Inspection	120	8	20	\$ 150.00	\$ 18,000.00	\$ 1,200.00	\$ 3,000.00
Total Sr Manager					\$ 36,600.00	\$ 6,000.00	\$ 4,200.00
Director							
Project Management	36	2	2	\$ 180.00	\$ 6,480.00	\$ 360.00	\$ 360.00
Design, Staking, and Field Data Collection	12	0	0	\$ 180.00	\$ 2,160.00	\$ -	\$ -
OSP Plans, Specs, and Bid Management	8	0	0	\$ 180.00	\$ 1,440.00	\$ -	\$ -
Construction Management and Inspection	30	12	0	\$ 180.00	\$ 5,400.00	\$ 2,160.00	\$ -
Total Director					\$ 15,480.00	\$ 2,520.00	\$ 360.00

Total \$ 141,060.00 \$ 43,420.00 \$ 14,400.00



**City of Anacortes - Phase 3
Exhibit C**

- Legend**
- Splice Case
 - Pump Stations
 - Vault
 - Aerial
 - Existing Conduit
 - Phase 3A
 - Phase 3B
 - Water Pipe
 - Underground





Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning June 11, 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 and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

June 11, 2018

- Anacortes Green Club Presentation (Discussion)
- Special Joint Meeting with Port of Anacortes Commission to Review:
- Joint Maritime Strategic Plan
- Transit Shed and Cap Sante Marina Redevelopment Strategy

June 18, 2018

- Resolution 2012: Agriculture Irrigation (Discussion/Possible Action)
- Contract Award: 14-056-IDS-007 Fiber Optics Project Phase 3 Construction - RBC (Action)

June 25, 2018

- Anacortes Senior Activity Center Foundation Donation to the Anacortes Senior Activity Center (Discussion/Possible Action)

July 2, 2018

- Final Plat, Phase V of the Rock Ridge South Subdivision
- Final PUD/ Plat, Haddon Road PUD

July 9, 2018

July 16, 2018

July 23, 2018

August 6, 2018

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Jun 4, 2018, 5:00 PM, Public Works Director's Office, City Hall
- Public Safety, Tuesday, Jun 5, 2018, 10:00 AM, Mayor's Office, City Hall
- Port/City Liaison, Tuesday, Jun 5, 2018, 8:30 AM, City Hall
- Housing Affordability & Community Services, Thursday, Jun 7, 2018, 1:30 PM, City Hall
- Skagit County Population Health Trust, Thursday, Jun 7, 2018, 8:30 AM, Mount Vernon
- Planning, Monday, Jun 11, 2018, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Jun 13, 2018, 5:00 PM, Main Conference Room, City Hall
- Skagit County Law & Justice Council, Wednesday, Jun 13, 2018, 8:15 AM, Mount Vernon
- Public Works, Monday, Jun 18, 2018, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Jun 25, 2018, 5:00 PM, Main Conference Room, City Hall
