

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
NOTICE OF SPECIAL MEETING**

**November 19, 2018
5:00 p.m.**

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

NOTICE IS HEREBY GIVEN that the regular Anacortes City Council meeting of November 19, 2018 will begin at 5:00 p.m.

From 5:00 p.m. to 5:30 p.m., City Council will meet in Executive Session regarding potential litigation per RCW 42.30.110 (i).

The regular City Council meeting will begin immediately thereafter at 5:30 p.m.

The City Council Public Works Committee meeting normally scheduled for 5:00 p.m. on November 19, 2018 has been cancelled.

Published: November 14, 2018

**Distribution: City Council
Media**



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

November 19, 2018
5:00 p.m.

PRELIMINARY AGENDA

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Executive Session (30 Minutes)**
 - a. Potential Litigation per RCW 42.30.110 (i)
4. **Announcements and Committee Reports**
 - a. Shell Puget Sound Refinery Presentation for Disaster Preparedness
 - b. Skagit Law & Justice Council
 - c. Finance Committee
 - d. Parks & Recreation Committee
 - e. Public Works Committee
5. **Public Comment**
6. **Consent Agenda (Action)**
 - a. Minutes of November 5, 2018 and November 13, 2018
 - b. Approval of Claims in the amount of: \$821,051.38
 - c. Interlocal Agreement 276 with Skagit County for Library Materials
 - d. Interlocal Agreement 277 with Whatcom County for Plantation Rifle Range Use
 - e. Interlocal Agreement Amendment 9 to Ambulance Contract C20140640 with Skagit County
 - f. Contract Modification - FRP Chemical Tanks 18-036-WTR-002
 - g. Ordinance 3029: Updating AMC to Add Section 2.32.020 Providing an Option for Councilmembers to Obtain Medical Insurance
7. **Public Hearings**
 - a. * Continued Public Hearing: Budgeted Revenue Sources, including 1% Property Tax Increase (Action)
8. **Other Business**
 - a. * 2019/2020 Biennial Budget (Discussion)
 - b. * 2019-2024 Capital Facilities Plan (Discussion)
 - c. Contract Award: Skagit River 42" Water Line Project - Phase 1 Preliminary Engineering 18-070-WTR-002 (Action)
 - d. Ordinance 3031: Updating AMC Titles 16 and 17 for Low Impact Development (Action)
9. **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 November 26, 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.

November 26, 2018

- Contract Award: Library Generator Electrical 18-096-FAC-002
- Contract Award: Library Boilers Replacement 18-173-FAC-001
- Sewer Rate Discussion - FCS Group (Discussion)

December 3, 2018

- Ordinance 3032: Adopting the 2019/2020 Biennial Budget
- Waste Management Anacortes Recycling Presentation (Discussion)

December 10, 2018

- Ordinance 3033: Adopting the 2019-2024 Capital Facilities Plan (Action)
- Fire Impact Fee Presentation from Berk and Associates (Discussion)
- Draft Impact Fee Ordinance 3030 (Discussion/Possible Action)

December 17, 2018

December 24, 2018

January 7, 2019

- City of Anacortes Legislative Priorities (Discussion)

January 14, 2019

- WA Cities Insurance Authority 1-Hour Elected Official Training Regarding Liability Exposures and Recommended Risk Controls (Discussion)

January 22, 2019

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Nov 19, 2018, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Nov 26, 2018, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Nov 28, 2018, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Dec 3, 2018, 5:00 PM, Main Conference Room, City Hall
- Port/City Liaison, Tuesday, Dec 4, 2018, 8:30 AM, City Hall
- Public Safety, Tuesday, Dec 4, 2018, 10:00 AM, Mayor's Office, City Hall
- Housing Affordability & Community Services, Thursday, Dec 6, 2018, 1:30 PM, City Council Chambers, City Hall
- Planning, Monday, Dec 10, 2018, 5:00 PM, Main Conference Room, City Hall

November 19, 2018
6:00 p.m.

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

Name

Topic

DAVID RAPELLA

Stephanie Meehan

John Morgan

DISASTER PREPAREDNESS

Biennial Budget

Plastic Grocery Bag Ban. ✓

Continue on back of sheet as needed

City Council Minutes – November 5, 2018

At 6:00 p.m. Mayor Laurie Gere called to order the regular Anacortes City Council meeting of November 5, 2018. Councilmembers Eric Johnson, Anthony Young, Brad Adams, Liz Lovelett, Bruce McDougall and Matt Miller were present. Councilmember Ryan Walters was absent. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Gere announced that there would be no City Council meeting the week of November 12, 2018 due to the Veterans Day holiday on Monday and the Association of Washington Cities regional meeting in the Council Chambers on November 13, 2018.

Mayor Gere invited the public to attend the Project Hope meeting in the City Council chambers at 7:00 p.m. on November 8, 2018 regarding youth mental health and suicide prevention.

Mayor Gere invited the public to the Veterans Day Ceremony at the Port of Anacortes at 11:00 a.m. on Monday, November 12, 2018.

Public Safety Committee: Mr. Miller reported from the committee meeting the prior week with Police Chief John Small. Mr. Miller said that the group discussed level of service measures to determine appropriate staffing for the department. Ms. Lovelett added that committee members might consider recommending budgeting to add one additional police officer in the 2019/2020 biennium.

Skagit County Population Health Trust: Ms. Lovelett reported from the Trust's retreat the prior Thursday to discuss strategic planning software recently purchased by the Trust and near term actions the group could take regionally to address housing needs and their effect on public health.

Lodging Tax Advisory Committee: Mr. Miller reported from the committee meeting the prior Thursday to which some of the applicants had been invited to present additional information about their applications. Mr. Miller indicated that similar additional meetings were scheduled and that the committee's recommendations would come back to Council later in the year for consideration and action.

Public Works Committee: Mr. Adams reported from the committee meeting earlier in the evening. He elaborated on topics reviewed including ongoing investigation of the potential for the Anacortes water utility to take over the South Fidalgo water system from Skagit PUD (including consideration of capital project needs and funding), design work for the second raw water line to serve the water treatment plant, the history of fluoridation by the Anacortes water utility, demolition of the former water treatment plant, and progress on the chlorination system changes at the plant.

Ms. Lovelett reminded the public to cast their General Election ballots by 8 p.m. on November 6, 2018.

Public Comment

Bill Perkins, 3914 S Avenue, urged Council to focus the biennial budget on systems he used daily such as water, sewer and streets rather than frivolous spending on parks, trails and fiber optics.

Consent Agenda

Mr. Young removed Item 5b, Approval of Claims, from the Consent Agenda. Mr. Adams moved, seconded by Mr. Johnson, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

- a. Minutes of October 22, 2018
- c. Contract Award: Operations Facility HVAC System Install 18-134-FAC-001
- d. Street Fair Applications: Anacortes Chamber of Commerce Christmas Tree Lighting and Lions Club Christmas Parade
- e. Contract Modification: Rapid Flashing Beacon Installation 18-006-TRN-002
- f. Interlocal Cooperative Agreement with Skagit County for Dept. of Emergency Management IL261

The following vouchers/checks were approved for payment:

EFT numbers: 91079 and 91083 through 91143, total \$145,939.61

Check numbers: 91082 and 91144 through 91209, total \$339,515.62

Wire transfer numbers: 238758 through 239952, total \$4,111.18

- b. Approval of Claims in the amount of: \$475,184.38

Mr. Young urged staff to purchase from local vendors rather than from Amazon whenever possible in compliance with state law. He again urged that the value of local vendor volunteerism and local employment be factored into pricing comparisons. Mayor Gere advised that the city's purchasing policy was currently under revision and would be reviewed again by the City Council Finance Committee the following week. Mr. Young indicated he would continue to raise this issue until a conclusion was reached. Mr. Young and Mr. Miller requested that the weekly voucher list include the name of the department or staff person responsible for making or approving each purchase so they could focus their encouragement to think locally. Mr. Young moved, seconded by Mr. Johnson, to approve Consent Agenda Item 5b. The motion carried unanimously by voice vote.

PUBLIC HEARINGS

Finance Director Steve Hoglund introduced the three public hearings on the agenda. He clarified that adoption of the Capital Facilities Plan (CFP) was currently scheduled following adoption of the budget due to the timing of the Fire Impact Fee presentation to Council on December 10. Mr. Hoglund confirmed that the CFP could be adopted following budget adoption.

Continued Public Hearing: Budgeted Revenue Sources, including 1% Property Tax Increase

Referring back to the October 8, 2018 City Council meeting at which the public hearing was opened, Mr. Hoglund reminded that the proposed 2019/2020 biennial budget included a 1% property tax increase. He added that the budget also projected increases in all tax revenue streams based on current economic indicators. In response to a question from Mr. Miller, Mr. Hoglund indicated that the 1% property tax increase would generate approximately \$50K of general fund revenue for Anacortes, in addition to any increased property tax revenue due to new construction within the city limits. Ms. Lovelett asked how the proposed street maintenance expenditures would be funded if Proposition 1 increasing the sales tax by .2% were to fail at the polls on November 6. Mr. Hoglund indicated that in that case street maintenance funding would likely revert back to the \$1.1M annual level of prior years. Mr. Miller asked how the budget would make up \$50K of revenue if Council did not approve a 1% property tax increase. Mr. Hoglund said cash reserves would likely be used instead.

Mayor Gere invited members of the audience to comment on this agenda item.

Patrick Gallagher, 1406 Portalis Court, said it was very difficult for the audience to read the spreadsheets and other exhibits being displayed on the screen. He asked that staff adjust font sizes and resolution to make the displayed materials visible. Mayor Gere said staff would address that concern and could also provide hard copy of exhibits for audience members.

No one else present wished to address the Council on this topic.

Public Hearing: 2019/2020 Biennial Budget

Mr. Hoglund said that department heads would attend the budget discussion scheduled for the November 19, 2018 City Council meeting to address questions from councilmembers. He sought councilmember questions about and feedback on the budget prior to that meeting. Ms. Lovelett suggested devoting an entire City Council meeting to addressing the staffing requests proposed in the budget and instituting a standard format for presentation and justification of those requests to better enable councilmembers to evaluate them. Several councilmembers and Mr. Hoglund concurred with that idea but agreed that scheduling an additional budget session in 2018 could prove difficult so late in the process. Ms. Lovelett requested additional budget meetings, starting earlier in the season, for the next biennium. Mayor Gere inquired about specific budget proposals about which Council wanted more information. Mr. Miller said he didn't feel the additional Human Resources position was supportable and said that position would require more justification. He also observed that the two new engineering positions, funded by impact fees and transportation sales tax, were not "cost neutral" to the taxpayers. Mr. Adams reiterated his request from the October 22, 2018 City Council meeting for more information about the additional fleet mechanic position that had been cut from the proposed budget, specifically the offsetting value of timely and preventive maintenance.

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

Mr. Hoglund reviewed the proposed budget's effect on cash reserves in each fund as reflected in the packet materials for the meeting. Mr. Johnson requested a spreadsheet showing the current cash reserves in each fund and the projected balance in each fund at the end of 2020 based on the proposed budget. Mr. Hoglund agreed to provide that, but noted that amount and timing of potential fiber network revenue was impossible to quantify at this point so the effect on the general fund reserve by the end of 2020 was unknown. Councilmembers confirmed that the fiber initiative would be reviewed towards the end of 2019 and a decision made at that point whether and how to continue into 2020.

Ms. Lovelett reiterated her request from a prior meeting that the Parks and Recreation Committee review the planned cemetery expansion, the market demand for same, and what portion of operating and capital expenses the cemetery fees cover. Ms. Lovelett clarified with Mr. Hoglund that the proposed budget assumed the current fee structure for both the sewer and sanitation funds. Mr. Hoglund outlined the challenges of budgeting for potential but as yet unquantified changes to those rates. Mr. Young requested more information on the nature and potential order of magnitude of those changes. Mr. Hoglund requested that councilmembers call or email him with any other questions or requests regarding the budget so additional materials could be assembled prior to the next scheduled discussion on November 19.

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

Public Hearing: 2019-2024 Capital Facilities Plan

Mr. Hoglund displayed the table from the meeting packet materials summarizing the CFP by year by department. Mr. Hoglund and Mr. Buckenmeyer responded to councilmember questions, referring to the complete copy of the draft CFP that had been distributed for the October 1, 2018 City Council meeting. Mr. Hoglund invited councilmembers call or email him with any other questions or requests regarding the budget so additional materials could be assembled prior to the next scheduled discussion on November 19.

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

OTHER BUSINESS

Latecomer Agreement: RR Summit NW, LLC 18-012-DEV-001

Engineering Technician Steve Lange presented a latecomer agreement with RR Summit NW, LLC for Street/Roadway, Water, Storm Drainage, Sanitary Sewer, Utility Improvements and related appurtenances along Rock Ridge Boulevard. Mr. Lange's slide presentation was added to the packet materials for the meeting. He first reviewed the process for latecomer agreements generally, then summarized how the subject application complied with the applicable AMC sections and with the Public Works Director's Latecomer Agreement Policy. Mr. Lange indicated that Council could accept or reject the latecomer agreement, by motion or by resolution. He confirmed for Ms. Lovelett that City engineering staff verify that the actual costs reported by the applicant are reasonable. In response to a question from Mayor Gere, Mr. Lange clarified that the benefiting properties, Lots B1, B2 and B3, were all part of one parcel, P60499, for which the entire latecomer charge was \$110,506.92 per paragraph 14 of the agreement.

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

Mr. Adams moved, seconded by Mr. Miller, to accept and authorize the mayor to sign the proposed latecomer agreement 18-012-DEV-001. Ms. Lovelett confirmed with Mr. Lange and Mr. Buckenmeyer that a copy of the Director's report along with a description of the affected property owners' rights and options were mailed to the property owners of record on October 3, 2018 and that the City had not received any written requests for a hearing within the 31 days since the mailing. Vote: Ayes - Young, Adams, McDougall, Miller and Johnson. Nays - Lovelett. Motion carried.

Ordinance 3029: Updating AMC to Add Section 2.32.020 Providing an Option for Councilmembers to Obtain Medical Insurance

Administrative Services Director Emily Schuh presented draft Ordinance 3029 which would create AMC Section 2.32.020 to provide the option for health insurance coverage for City Councilmembers. Ms. Schuh's slide presentation was included in the packet materials for the meeting. She reviewed considerations affecting the proposed code change, including 2007 state law changes regarding compensation for elected officials. Ms. Schuh advised that the proposed language for AMC 2.32.020 had been drafted by the City Council Finance Committee. She explained the underwriting rules of the city's health insurance provider, AWC Benefit Trust. Ms. Schuh then addressed the question of cost sharing by the city for premium costs for councilmembers, pointing out for comparison that 50-74% FTE employees of the city are eligible for half of the employee only medical insurance premiums of the lowest cost plan offered by the City. She displayed 2018 premium costs for comparison. Ms. Schuh concluded that creating the new code section would put a foundation in place in the event that the minimum number of required councilmembers were to opt for coverage under the city plan. In response to councilmember questions, Ms. Schuh confirmed that the underwriting rules allowed both the full-time elected mayor and regular city staff to be covered under different conditions from councilmembers. She responded to councilmember questions about the open enrollment period. Mr. Young and Mr. McDougall spoke in support of Ordinance 3029. No councilmembers requested any alterations to the ordinance. Mr. Johnson suggested bringing the ordinance back to Council for action on the Consent Agenda at the next meeting.

Mayor Gere invited members of the audience to comment on this agenda item.

Ward MacKenzie, 1302 7th Street, said it made sense that people serving the city part time would be eligible for the same benefits as part time paid staff. Mr. MacKenzie observed that the health care provision would lower the barrier for someone to serve on the City Council.

There being no further business, at approximately 7:35 p.m. the Anacortes City Council meeting of November 5, 2018 was adjourned.

City Council Minutes – November 13, 2018

Special Meeting

Between 5:45 p.m. and 8:00 p.m. Mayor Laurie Gere and City Councilmembers Ryan Walters, Anthony Young, Brad Adams and Matt Miller attended the Association of Washington Cities Fall Regional Meeting in the Anacortes City Hall City Council Chambers.

No testimony was received and no action was taken. At approximately 8:00 p.m. the special meeting adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the November 19, 2018 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
240339	7/28/2018	65546498	WASTEQUIP MANUFACTURING CO LLC	21 GALLON TOTERS	\$ 2,744.94	pw1
240423	8/6/2018	18-26532	EDGE ANALYTICAL, INC	THICKENED SLUDGE TESTING	\$ 207.00	dwtp
240435	8/29/2018	0188-495099	CONSOLIDATED ELECTRICAL	LIBRARY GENERATOR	\$ 632.60	finance
240744	9/1/2018	5054364293	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 8/1-8/21/18	\$ 34.14	apd
240745	9/1/2018	5054363545	RICOH USA, INC	S/N C86138600 APD HALLWAY 6/1-8/31/18	\$ 46.83	apd
240072	9/17/2018	8680	COAST TO COAST TURF, INC	TEAR OUT AND DISPOSAL OF EXISTING TURF	\$ 32,550.00	parks
240414	9/26/2018	17701	SEASIDE AUTO BODY	BODY REPAIRS- VEH #178	\$ 1,953.95	dshop
240778	9/30/2018	ana001	MERRIMAN MUNICIPAL	2019-2024 CAPITAL FACILITIES PLAN 3/29/18-9/10/18	\$ 6,904.00	finance
240773	10/1/2018	S18-100107	ENVIRO CLEAN EQUIPMENT INC	PART- VEH #303	\$ 155.62	dshop
240080	10/1/2018	10036	HOW IT WORKS, INC	SCANNING ARTWORK	\$ 130.20	parks
240458	10/3/2018	162050	HI-TECH EVS, INC	SERVICE- VEH #202	\$ 2,420.00	dshop
240446	10/4/2018	F190035	WASHINGTON STATE PATROL	FIRE ACADEMY - SWANSON	\$ 7,130.00	medic
240227	10/8/2018	10082	HOW IT WORKS, INC	PRINTING SR CENTER	\$ 450.28	hr
240463	10/9/2018	5022260	SKAGIT VALLEY HERALD	APD SVH SUBSCRIPTION 10/13/18-10/12/19	\$ 202.80	apd
240425	10/10/2018	001-415712	PISTON SERVICE OF ANACORTES	BATTERIES- #6935 & #6953	\$ 566.21	dshop
239994	10/11/2018	10297-09-18	BERK CONSULTING, INC.	FIRE IMPACT FEE STUDY - SEPTEMBER 2018	\$ 2,180.00	medic
240496	10/12/2018	0011544	STOWES, INC	WORK BOOTS S. KRAMER	\$ 161.35	plan
240117	10/15/2018	033126844	SAFEGUARD CASCADES	APD CASH RECEIPTS AND LEDGER	\$ 375.92	apd
240589	10/17/2018	TB-183302060	GOOD TO GO!	TOLL	\$ 7.00	dwtp
240322	10/18/2018	4255802	ISLAND FAMILY PHYSICIANS	CDL PHYSICAL	\$ 200.00	parks
240295	10/18/2018	52492	KROESENS UNIFORMS COMPANY	NAVY UNIFORM PANTS	\$ 1,040.95	medic
240069	10/19/2018	2-553331-16	DIAMOND RENTALS, INC.	TOILET RENTAL @ COMMUNITY GARDEN,	\$ 272.00	parks
240333	10/19/2018	2914-21810009	FCS GROUP	SEWER COST OF SERVICE AND RATE DESIGN STUDY - THROUGH 10/19/18	\$ 11,572.20	finance
240569	10/19/2018	4257707	ISLAND FAMILY PHYSICIANS	CDL PHYSICAL	\$ 200.00	dshop
240461	10/19/2018	220589387001	OFFICE DEPOT, INC.	OPERATING SUPPLIES - EXECUTIVE	\$ 76.46	finance
240340	10/19/2018	SI079798	WATSON MARLOW, INC.	PERISTALTIC CHEMICAL METERING & TRANSFER PUMPS FOR WTP	\$ 79,363.41	dwtp
239672	10/22/2018	221157746001	OFFICE DEPOT, INC.	OPERATING SUPPLIS ASAC	\$ 67.25	finance
240223	10/23/2018	786886	BAYSHORE OFFICE PRODUCTS INC	DESK FURNITURE FOR ENGINEERING DEPARTMENT	\$ 200.50	pw1

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
240170	10/23/2018	7037219-00	WESTERN EQUIPMENT	SPRING EXTENSIONS FOR VEH #706	\$ 90.16	dshop
240305	10/24/2018	2019-BA0020257	DEPARTMENT OF ECOLOGY	BIOSOLIDS PERMIT FOR WWTP	\$ 956.09	dwwtp
240119	10/24/2018	1131582	SKAGIT PUBLISHING LLC	PUBLISH AA-1826228 AA-1826277 AA-1826931	\$ 345.10	finance
240454	10/24/2018	1822966	SKAGIT PUBLISHING LLC	POSITION AD, STORM WATER PROGRAM MANAGER	\$ 590.91	hr
240074	10/24/2018	S20182505	SUPERIOR SYSTEMS, INC	REPAIRS- VEH #512	\$ 4,359.88	dshop
240434	10/25/2018	786868	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE	\$ 2,461.82	pw1
240746	10/25/2018	5004566887	FERRELLGAS, LP	OCTOBER PROPANE INVOICE - AUTOGAS ACCOUNT	\$ 1,110.96	finance
240500	10/25/2018	11195428	HACH COMPANY	LAB SUPPLIES	\$ 386.78	dwwtp
240343	10/25/2018	2946	NW CLEANERS	JANITORIAL SERVICES AT THE WTP - AUGUST THROUGH OCTOBER 2018	\$ 2,964.00	dwwtp
240186	10/25/2018	546125001	SIGMA-ALDRICH, INC.	LAB TURBIDITY PT TESTING	\$ 79.55	dwwtp
239651	10/25/2018	4481990	TWO RIVERS TERMINAL, LLC	CALCIUM NITRATE	\$ 9,970.19	dwwtp
240238	10/26/2018	52595	KROESENS UNIFORMS COMPANY	WHITE UNIFORM SHIRTS (DO)	\$ 598.26	medic
240171	10/26/2018	001-417295	PISTON SERVICE OF ANACORTES	SMALL QUICK BOND KIT VEH #182	\$ 18.71	dshop
240325	10/26/2018	220015149234	PUGET SOUND ENERGY INC	8147 S MARCHS PT RD-STREET LIGHTS: 9/28-10/26/18	\$ 25.83	dshop
240451	10/26/2018	1248500	SURETY PEST CONTROL	LIBRARY PEST CONTROL	\$ 66.19	publib
240428	10/26/2018	9817323678	VERIZON WIRELESS	WTP SCADA MODEM 9/27-10/26/18	\$ 503.46	dwwtp
240173	10/27/2018	67865	LAKE SIDE INDUSTRIES, INC.	ASPHALT FOR WATER DEPT.	\$ 1,152.17	wdist
240120	10/28/2018	360-293-3725-0501135	FRONTIER COMMUNICATIONS	DEPOT PHONE 10/28-11/27/18	\$ 59.03	parks
240121	10/28/2018	360-293-6427-0218975	FRONTIER COMMUNICATIONS	CITY HALL 911 10/28-11/27/18	\$ 73.93	finance
240159	10/28/2018	360-293-4900-0912865	FRONTIER COMMUNICATIONS	APD BAC LINE 10/28-11/27/18	\$ 79.18	apd
240160	10/28/2018	360-588-9248-0619005	FRONTIER COMMUNICATIONS	APD BACK-UP LINES 10/28-11/27/18	\$ 202.06	apd
240161	10/28/2018	360-299-6615-0615165	FRONTIER COMMUNICATIONS	APD 911 LINE 10/28-11/27/18	\$ 66.79	apd
240163	10/28/2018	360-588-1422-0822015	FRONTIER COMMUNICATIONS	APD BUSINESS LINE 10/28-11/27/18	\$ 290.26	apd
240228	10/28/2018	360-299-3674-0214175	FRONTIER COMMUNICATIONS	OPS BACK UP PHONE LINE: 10/28-11/27/18	\$ 66.33	dshop
240231	10/28/2018	360-293-9063-0926075	FRONTIER COMMUNICATIONS	STA 3 PHONE/FAX/INTERNET: 10/28 - 11/27	\$ 76.23	medic
240453	10/28/2018	360-299-2484-0726025	FRONTIER COMMUNICATIONS	LIBRARY PHONE 10/28 - 11/27/18	\$ 54.14	publib
240246	10/28/2018	9817364007	VERIZON WIRELESS	City Cell Phones 09/29-10/28/18	\$ 11,073.17	finance
240455	10/29/2018	6484489	DEMCO, INC.	PROCESSING SUPPLIES	\$ 127.95	publib
240515	10/29/2018	03627	DEPARTMENT OF ECOLOGY	LG TRAINING NAVIGATING SEPA	\$ 105.00	plan

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
240317	10/29/2018	1676305	MILES SAND & GRAVEL CO.	SAND - DISC GOLF COURSE	\$ 253.90	parks
240314	10/29/2018	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS- 9/28-10/26/18	\$ 66.43	dshop
240318	10/29/2018	300000325005	PUGET SOUND ENERGY INC	SS 17TH ST BTWN Q & COMMERCIAL #2, (9/7-10/5/18)	\$ 77.37	dshop
240329	10/29/2018	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS-310 HADDON RD: 9/28-10/26/18	\$ 5.31	dshop
240419	10/29/2018	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS 8/31-10/1/18	\$ 17,325.95	dshop
240236	10/29/2018	299095	SMILEY'S INC	FABRICATION FOR FIRE PROP	\$ 601.47	medic
240417	10/30/2018	787761	BAYSHORE OFFICE PRODUCTS INC	DIVIDERS FOR PROJECT NOTEBOOKS	\$ 13.18	pwfac
240182	10/30/2018	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 10/2-10/29/18	\$ 1,631.16	dwtpt
240233	10/30/2018	18-1546	IMS ALLIANCE	PASSPORT NAMETAGS	\$ 58.16	medic
240338	10/30/2018	IN929062	NOANET	NOKIA GPONS FOR TELEMETRY SYSTEM	\$ 26,810.20	pw1
240123	10/30/2018	134057	NORTHSTAR CHEMICAL INC.	SODIUM BISULFITE 38% SOLUTION	\$ 1,454.99	dwwtp
240237	10/30/2018	00879	PACIFIC MARINE FABRICATION LLC	PLATE FOR TRAINING PROP	\$ 360.76	medic
240559	10/30/2018	129926	PACIFIC TIRE COMPANY, INC	TIRE- SHOP STOCK	\$ 240.71	dshop
240172	10/30/2018	001-417449	PISTON SERVICE OF ANACORTES	HYDRAULIC HOSES, CLAMPS FOR #213	\$ 424.14	dshop
240308	10/30/2018	001-417457	PISTON SERVICE OF ANACORTES	PARTS- VEH #182	\$ 34.55	dshop
240187	10/30/2018	617	POHLI, INC	WTP LAB AUTOCLAVE, WASHER SERVICE, PARTS	\$ 1,600.49	dwtpt
240432	10/30/2018	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 10/2-10/30/18	\$ 6.57	publib
240433	10/30/2018	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 10/2 - 10/30/18	\$ 67.74	publib
240169	10/30/2018	S6-3828468	SEATTLE AUTOMOTIVE DIST INC	ROTORS FOR VEH #028	\$ 173.43	dshop
240239	10/30/2018	041018	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES	\$ 27.96	museum
240581	10/30/2018	546152774	SIGMA-ALDRICH, INC.	WTP LAB - TOTAL RESIDUAL CHLORINE	\$ 64.95	dwtpt
240324	10/30/2018	2342	SIGNDOG NW	THOMPSON MURALS	\$ 375.00	parks
240235	10/30/2018	299099	SMILEY'S INC	STEEL PLATE FOR FIRE PROP FABRICATION	\$ 74.46	medic
240085	10/30/2018	S20182541	SUPERIOR SYSTEMS, INC	REPAIR- ROLL OFF TRUCK	\$ 1,044.31	dshop
240431	10/30/2018	724529	USA BLUE BOOK	LIQUI-NOX CLEANING COMPOUND	\$ 89.60	dwtpt
240124	10/31/2018	LTAC Reimbursement	ANACORTES ARTS COMMISSION	LTAC 98221 STUDIO TOUR REIMBURSE	\$ 3,500.00	plan
240118	10/31/2018	2909	ANACORTES TOWING, LLC	TOWING; APD CASE 18-A08558	\$ 162.75	apd
240297	10/31/2018	473130	DAY WIRELESS SYSTEMS INC	REPAIR/UPGRADE RADIO ON 2921	\$ 254.76	medic
240164	10/31/2018	1-567653-5	DIAMOND RENTALS, INC.	CRANBERRY LAKE RESTROOM - 10-17-10-26	\$ 60.00	parks
240174	10/31/2018	60643/2	H.B. JAEGER	12" VALVE BOX RISER W/EARS	\$ 355.55	dshop
240175	10/31/2018	207231/1	H.B. JAEGER	12" STEEL SADDLE 3" IP NO TAP	\$ 1,046.37	wdist
240185	10/31/2018	60642 /2	H.B. JAEGER	PIPE LUBE	\$ 5.92	dwtpt
240503	10/31/2018	11200825	HACH COMPANY	LAB - TITRATOR HARDNESS STANDARD	\$ 79.26	dwtpt
240326	10/31/2018	68693	LAKESIDE INDUSTRIES, INC.	GRAVEL - DISC GOLF	\$ 51.54	parks
240330	10/31/2018	1677028	MILES SAND & GRAVEL CO.	SAND - DSIC GOLF	\$ 50.78	parks
240225	10/31/2018	MTS235272	MOTOR TRUCKS, INC	SERVICE- VEH #612	\$ 127.37	dshop

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240459	10/31/2018	10168577	NAVIA BENEFIT SOLUTIONS, INC	OCTOBER, PARTICIPANT FEE 10/1-10/31/18	\$ 120.35	hr
240795	10/31/2018	0000628852	OCLC, INC	CATALOGING, ILL, FIRSTSEARCH/WORLDCAT DISCOVERY	\$ 358.15	publib
240457	10/31/2018	2110	ORCA INFORMATION, INC	PRE EMPLOYMENT BACKGROUND CHECKS	\$ 270.00	hr
240560	10/31/2018	130000	PACIFIC TIRE COMPANY, INC	TIRES- VEH #608	\$ 732.83	dshop
240408	10/31/2018	7121	PETDATA, INC	PETDATA LICENSING FEES OCTOBER	\$ 164.00	finance
240311	10/31/2018	001-417557	PISTON SERVICE OF ANACORTES	PARTS- VEH #182	\$ 67.19	dshop
240418	10/31/2018	360219	PROFORCE LAW ENFORCEMENT	PATROL EQUIPMENT; TASERS	\$ 2,266.48	apd
240250	10/31/2018	941144	PUBLIC SURPLUS	PUBLIC SURPLUS AUCTION FEES OCTOBER	\$ 213.54	finance
240347	10/31/2018	200024889996	PUGET SOUND ENERGY INC	WTP INTAKE ELECTRICITY 10/2-10/30/18	\$ 343.66	dwwtp
240316	10/31/2018	188748	REECE, STORMIE	DEPOT CLEANING - OCTOBER 2018	\$ 748.00	parks
240786	10/31/2018	28852	REICHHARDT & EBE ENGINEERING	SHIP HARBOR & SR20 INTERSECTION - 9/24/18-10/26/18	\$ 2,997.40	pw1
240523	10/31/2018	CL78861	REISNER DISTRIBUTOR INC	VEHICLE FUEL - OCTOBER	\$ 21,161.72	finance
240240	10/31/2018	041114	SEBO'S DO-IT CENTER	MAINTENANCE ITEMS	\$ 54.03	museum
240787	10/31/2018	1133	SKAGIT CONSERVATION DISTRICT	NPDES II OUTREACH & EDUCATION - OCTOBER 2018	\$ 1,270.53	pw1
240420	10/31/2018	109-6 OCT 18	SKAGIT COUNTY INVESTIGATIONS	PUB DEF INV	\$ 343.75	court
240762	10/31/2018	765567, 776089	SKAGIT COUNTY SOLID WASTE FUND	WTP DUMP RUN 10/1/18, 10/28/18	\$ 67.31	dwwtp
240298	10/31/2018	1132603	SKAGIT PUBLISHING LLC	PUBLISH AA-1826921	\$ 129.92	finance
240444	10/31/2018	INV00426316	SMARSH, INC	ARCHIVING PLATFORM 10/1-10/31/18	\$ 741.05	finance
240585	10/31/2018	331 0430702	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 58.53	dwwtp
240586	10/31/2018	331 0430719	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE FOR INTERN TH	\$ 6.19	dwwtp
240767	10/31/2018	114-7593025	UNITED SITE SERVICES, INC	2100 PENNSYLVANIA AVE PORTA-POTTIE RENTAL OCT	\$ 139.60	dwwtp
240757	10/31/2018	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 10/1/2018-10/31/2018	\$ 63.00	finance
240313	10/31/2018	8100123	UTILITIES UNDERGROUND LOCATION	LOCATES FOR OCTOBER	\$ 218.01	dshop
240166	11/1/2018	23764	ALLMAX SOFTWARE, INC.	OPERATOR 10 WASTEWATER ANNUAL SUPPORT	\$ 1,790.00	dwwtp
240462	11/1/2018	244272	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; OCTOBER 2018	\$ 236.70	apd
240226	11/1/2018	1990961426	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 62.50	finance
240275	11/1/2018	1990961418	ARAMARK	APD NYLON MATS CLEANED	\$ 16.28	apd
240447	11/1/2018	788240	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES - NAME BADGES	\$ 7.79	publib
240573	11/1/2018	052-0010-00	CITY OF ANACORTES	WASTER, SEWER, GARBAGE FOR OPS 2201	\$ 892.71	dshop
240763	11/1/2018	190-1840-00	CITY OF ANACORTES	UTILITY BILLING FOR WWTP	\$ 4,978.50	dwwtp
240122	11/1/2018	360-299-0813-1017915	FRONTIER COMMUNICATIONS	TELEPHONE BILLING FOR WWTP 10/28-11/27/18	\$ 301.35	dwwtp
240247	11/1/2018	360-293-1900-0122885	FRONTIER COMMUNICATIONS	CITY MAIN PHONE 11/1-11/30/18	\$ 1,069.23	finance

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240296	11/1/2018	360-293-0045-0223175	FRONTIER COMMUNICATIONS	STA 1 BACKUP LINES: 11-1 11/30	\$ 147.82	medic
240251	11/1/2018	011144166	GALLS, LLC.	UNIFORM PANTS; CORP FARRELL	\$ 112.82	apd
240416	11/1/2018	967745	GUNARAMA WHOLESALE, INC	PATROL EQUIPMENT; GLOCKS	\$ 909.23	apd
240772	11/1/2018	11203119	HACH COMPANY	FLUORIDE STANDARD X 4	\$ 156.23	dwtpt
239481	11/1/2018	I5004428	HD FOWLER COMPANY INC	FORD 2" ADAPTER BRASS	\$ 6,556.73	wdist
240306	11/1/2018	001-417661	PISTON SERVICE OF ANACORTES	PARTS- #182	\$ 190.64	dshop
240309	11/1/2018	001-417658	PISTON SERVICE OF ANACORTES	PARTS- VEH #182	\$ 2.45	dshop
240331	11/1/2018	530	PORT OF ANACORTES	DOCK RENTAL QD-13 QD-23 & QD-27	\$ 101.85	parks
240332	11/1/2018	983	PORT OF ANACORTES	DOCK RENTAL - QD-19	\$ 33.95	parks
240335	11/1/2018	984	PORT OF ANACORTES	DOCK RENTAL - QD24	\$ 33.95	parks
240336	11/1/2018	985	PORT OF ANACORTES	DOCK RENTAL - QD-21	\$ 33.95	parks
240337	11/1/2018	986	PORT OF ANACORTES	QD-22 DOCK RENTAL	\$ 33.95	parks
240341	11/1/2018	987	PORT OF ANACORTES	DOCK RENTAL - QD-20	\$ 33.95	parks
240344	11/1/2018	8292	PORT OF ANACORTES	MOORAGE - SPACE QD-01A	\$ 60.80	parks
240346	11/1/2018	200012505505	PUGET SOUND ENERGY INC	WTP 10/1-10/31/18	\$ 72,389.78	dwtpt
240436	11/1/2018	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 9/7 - 10/5/18	\$ 1,830.51	publib
240177	11/1/2018	5054967133	RICOH USA, INC	S/N C86180481 PARKS 8/1-10/31/18	\$ 25.41	parks
240178	11/1/2018	5054967328	RICOH USA, INC	S/N C86078755 LIBRARY FL2 ADMIN COPIER 8/1-10/31/2018	\$ 40.41	publib
240179	11/1/2018	5054966864	RICOH USA, INC	S/N C86111692 ENG 8/1-10/31/2018	\$ 83.05	finance
240180	11/1/2018	5054967447	RICOH USA, INC	S/N C86152062 HR COPIES 10/1-10/31/18	\$ 11.11	hr
240181	11/1/2018	5054966926	RICOH USA, INC	S/N C86078711 LIBRARY FL1 STAFF COPIER 8/1-10/31/18	\$ 595.65	publib
240254	11/1/2018	5054967361	RICOH USA, INC	S/N C86146548 APD PATROL OFFICE 8/1-10/31/18	\$ 138.84	apd
240255	11/1/2018	5054966821	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 10/1-10/31/18	\$ 35.69	apd
240300	11/1/2018	1181985	SIGNATURE FORMS, INC	CHECK STOK AP	\$ 181.14	finance
240345	11/1/2018	11459	SKILLINGS CONNOLLY, INC	WWTP SAMPLING AND ANALYSIS PLAN (SAP) - 10/18/18-10/25/18	\$ 235.00	dwwtp
240437	11/1/2018	3004250706	THYSSENKRUPP ELEVATOR CORP	LIBRARY ELEVATOR PHONE MONITORING 11/1 - 1/31/19	\$ 51.17	publib
240456	11/1/2018	GB00100301	TRANSAMERICA LIFE INS CO	NOV. LEOFF LONG-TERM CARE INSURANCE	\$ 430.86	hr
240176	11/1/2018	113631	VENTEK INTERNATIONAL	MONTHLY CELLULAR/SERVER HOSTING FEES FOR WP PAY STATIONS	\$ 135.00	parks
240167	11/1/2018	113557	WALTON BEVERAGE COMPANY, INC	WWTP BREAKROOM SUPPLIES	\$ 87.50	dwwtp
240168	11/1/2018	113558	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 140.00	finance
240184	11/1/2018	113560	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 89.67	dwtpt
240224	11/1/2018	113559	WALTON BEVERAGE COMPANY, INC	OPS/PARKS- BREAKROOM SUPPLIES	\$ 122.50	dshop

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240234	11/1/2018	113556	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES 10 LBS. COFFEE: 11/1	\$ 87.50	medic
240427	11/1/2018	1389762-0043-8	WASTE MANAGEMENT	OCTOBER 2018 CONTRACTED SERVICES	\$ 105,871.41	finance
240440	11/1/2018	095054462	XEROX CORPORATION	CLRCUBE XNE-099723 9/21-10/21/18	\$ 255.96	finance
240230	11/2/2018	3677613	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 565.41	medic
240445	11/2/2018	003395	COASTAL FARM &	RAIN BOOTS / LANCE JORDAN	\$ 108.69	dshop
240249	11/2/2018	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 11/9-12/8/18	\$ 183.12	finance
240301	11/2/2018	WAANA109328	FASTENAL COMPANY	CONNECTOR	\$ 8.47	dwwtp
240302	11/2/2018	WAANA109318	FASTENAL COMPANY	BIN RE-STOCK	\$ 77.18	dwwtp
240241	11/2/2018	CPFR 2018-09-24	GEMTREIMBURSEMENT PRGM	GEMT REIMBURSEMENT CONSULTANT COPAY	\$ 5,731.32	finance
240334	11/2/2018	9307031705	GRAYBAR ELECTRIC COMPANY, INC	FIBER BUILD CBD - MATERIALS - ITEMS #500-900 ON EXHIBIT A	\$ 7,487.12	pw1
240771	11/2/2018	MV200896	MOTOR TRUCKS, INC	PART- VEH #203	\$ 135.90	dshop
240765	11/2/2018	001-417805	PISTON SERVICE OF ANACORTES	PARTS- VEH #213	\$ 31.45	dshop
240222	11/2/2018	ContractSABA	SEAHAWK ATHLETIC BOOSTER ASSOC	PAYMENT FOR HELPING WITH MT ERIE RUN	\$ 250.00	pkrec
240424	11/2/2018	S20182615	SUPERIOR SYSTEMS, INC	ALUMINUM PIECE FOR RESERVOIR LEVEL GAUGE	\$ 92.44	dwwtp
240253	11/3/2018	00005W5A83448	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK END 11-3-18	\$ 17.29	apd
240411	11/5/2018	2913	ANACORTES TOWING, LLC	TOWING; APD CASE 18-A07790	\$ 162.75	apd
240412	11/5/2018	2915	ANACORTES TOWING, LLC	TOWING; APD CASE 18-A07990	\$ 162.75	apd
240413	11/5/2018	2914	ANACORTES TOWING, LLC	TOWING; APD CASE 18-A07900	\$ 162.75	apd
240415	11/5/2018	2916	ANACORTES TOWING, LLC	TOWING; APD CASE 18-A08020	\$ 162.75	apd
240307	11/5/2018	1990965265	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 72.00	dwwtp
240409	11/5/2018	201131383	CRIMINAL JUSTICE TRAINING	TRAINING; BLUE COURAGE WORKSHOP; CHAPLAIN VANDEUSEN	\$ 70.00	apd
240520	11/5/2018	WABUR206514	FASTENAL COMPANY	IBUPROFEN, EYEWASH SOLUTION	\$ 176.30	dwwtp
240770	11/5/2018	11207342	HACH COMPANY	WTP LAB - TURBIDITY STANDARD X 4	\$ 629.03	dwwtp
240252	11/5/2018	ReimbMcDermott	MCDERMOTT, KIMBERLY	UNIFORM BOOT; RECORDS SUPPORT MCDERMOTT	\$ 62.04	apd
240590	11/5/2018	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION 10/5-11/2/18	\$ 54.96	dshop
240591	11/5/2018	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 10/5-11/2/18	\$ 62.24	plan
240740	11/5/2018	200015995380	PUGET SOUND ENERGY INC	APD 10/5-1/2/18	\$ 1,531.11	apd
240563	11/5/2018	570	SKAGIT COUNTY PUBLIC HEALTH &	3RD QTR CITY SHARE OF LIQUOR TAX	\$ 4,764.52	finance
240299	11/5/2018	181319	T-SHIRTS BY DESIGN	T-SHIRTS, SHORTS, PANTS - DO	\$ 757.04	medic
240429	11/5/2018	KT557983	UNIVAR USA INC	SODIUM HYDROXIDE (CAUSTIC)	\$ 4,986.75	dwwtp
240741	11/5/2018	1539	US DEPT OF AGRICULTURE	EVIDENCE SCALES CALIBRATED/INSPECTED	\$ 33.60	apd
240494	11/5/2018	729484	USA BLUE BOOK	CHLORINE LEAD GASKETS X 70	\$ 184.22	dwwtp

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240779	11/5/2018	5775	VALLEY CABINETS & MORE INC	LIBRARY CUSTOM CABINETS AND INSTALLATION	\$ 13,622.18	publib
240517	11/6/2018	B81486	ACE HARDWARE	CITY BEAUTIFICATOIN CHRISTMAS LIGHTS	\$ 2,986.14	plan
240518	11/6/2018	12946	ANACORTES CHAMBER OF COMMERCE	CITY BEAUTIFICATION CHRISTMAS LIGHTS	\$ 1,000.00	plan
240571	11/6/2018	163984P-5	BIRCH EQUIPMENT CO., INC	CONTAINER JOB SHACK FOR FLEET	\$ 265.82	dshop
240421	11/6/2018	ReimbCervantes	CERVANTES, JOSE	MEAL REIMB ACCIS FALL CONF	\$ 130.00	finance
240443	11/6/2018	18-078-FAC-0011	DIMENSIONAL COMMUNICATIONS INC	RETAINAGE RELEASE	\$ 433.00	pw1
240426	11/6/2018	18-38551	EDGE ANALYTICAL, INC	EFFLUENT TESTING	\$ 187.00	dwwtp
240519	11/6/2018	BINV0007234	GOBLE SAMPSON ASSOCIATES, INC	REPLACEMENT PUMPHEADS X 3	\$ 731.33	dwwtp
240789	11/6/2018	9307094363	GRAYBAR ELECTRIC COMPANY, INC	FIBER BUILD CBD - MATERIALS - 1/2 OF ITEM #100 ON EXHIBIT A	\$ 710.06	pw1
240422	11/6/2018	ReimbLewallen	LEWALLEN, JESSICA	MEAL REIMB ACCIS 2018 FALL CONF	\$ 130.00	finance
240769	11/6/2018	001-417994	PISTON SERVICE OF ANACORTES	BATTERY- VEH #203	\$ 380.67	dshop
240736	11/6/2018	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 10/6 TO 11/5/18	\$ 17.52	plan
240499	11/6/2018	3-15 NOV 18	STUM, MELANIE	PUB DEF CONFL	\$ 32.50	court
240502	11/6/2018	3-01 NOV 18	STUM, MELANIE	PUB DEF CONFL	\$ 52.00	court
240504	11/6/2018	3-05 NOV 18	STUM, MELANIE	PUB DEF CONFL	\$ 91.00	court
240505	11/6/2018	3-08 NOV 18	STUM, MELANIE	PUB DEF CONFL	\$ 104.00	court
240506	11/6/2018	3-10 NOV 18	STUM, MELANIE	PUB DEF CONFL	\$ 45.50	court
240507	11/6/2018	3-14 NOV 18	STUM, MELANIE	PUB DEF CONFL	\$ 305.50	court
240508	11/6/2018	3-17 NOV 18	STUM, MELANIE	PUB DEF CONFL	\$ 110.50	court
240509	11/6/2018	3-19 NOV 18	STUM, MELANIE	PUB DEF CONFL	\$ 71.50	court
240511	11/6/2018	3-20 NOV 18	STUM, MELANIE	PUB DEF CONFL	\$ 208.00	court
240512	11/6/2018	3-23 NOV 18	STUM, MELANIE	PUB DEF CONFL	\$ 45.50	court
240513	11/6/2018	3-24 NOV 18	STUM, MELANIE	PUB DEF CONFL	\$ 143.00	court
240514	11/6/2018	3-25 NOV 18	STUM, MELANIE	PUB DEF CONFL	\$ 162.50	court
240410	11/6/2018	ReimbTruckey	TRUCKEY, NICHOLAS	REIMBURSEMENT: SUBSISTENCE FOR FIRE OFFICER 1	\$ 30.00	medic
240567	11/6/2018	181322	T-SHIRTS BY DESIGN	GIRLS BASKETBALL T-SHIRTS	\$ 763.84	parks
240575	11/7/2018	001-418123	PISTON SERVICE OF ANACORTES	COOLANT PRE-HEATER	\$ 492.89	dshop
240576	11/7/2018	001-418115	PISTON SERVICE OF ANACORTES	MICRO V-BELT FOR #152	\$ 38.54	dshop
240577	11/7/2018	001-418140	PISTON SERVICE OF ANACORTES	FILTER FOR #17-901	\$ 6.87	dshop
240578	11/7/2018	001-418082	PISTON SERVICE OF ANACORTES	AMBER ON-OFF LIGHT FOR #152	\$ 5.09	dshop
240774	11/7/2018	360769	PROFORCE LAW ENFORCEMENT	PATROL SUPPLIES; 2 TASERS	\$ 2,495.41	apd
240579	11/7/2018	331 0431817	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 55.71	dwwtp
240580	11/7/2018	331 0431834	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE INTERN TH	\$ 26.35	dwwtp
240516	11/7/2018	I19002959	WASHINGTON STATE PATROL	BACKGROUND CHECKS; OCTOBER 2018	\$ 108.00	apd
240562	11/7/2018	I19002448	WASHINGTON STATE PATROL	BACKGROUND CHECKS	\$ 48.00	hr
240568	11/7/2018	I19002451	WASHINGTON STATE PATROL	BACKGROUND CHECKS REC COACHES	\$ 36.00	parks
240570	11/8/2018	1990971649	ARAMARK	OPS: MAT CLEANING 11/08/18	\$ 70.13	dshop

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240583	11/8/2018	1990971648	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 62.50	finance
240743	11/8/2018	1990971643	ARAMARK	APD NYLON MATS CLEANED	\$ 16.28	apd
240558	11/8/2018	0701409	ISLAND HOSPITAL	PRE-EMPLOYMENT SCREENING TEST; KELLINGTON	\$ 29.00	apd
240342	11/8/2018	989	PORT OF ANACORTES	DOCK RENTAL - QD-25	\$ 33.95	parks
240784	11/8/2018	88951	VECA ELECTRIC & TECHNOLOGIES	OPERATIONS SHOP REMODEL - ELECTRICAL WORK 9/1/18-11/04/18	\$ 12,653.93	pw1
240742	11/9/2018	2922	ANACORTES TOWING, LLC	TOWING; APD CASE 18-A08716	\$ 162.75	apd
240780	11/9/2018	1163	DRIFTWOOD CONSTRUCTION, LLC	FIRE STATION #1 SLEEPING QUARTERS REMODEL	\$ 14,593.25	medic
240788	11/9/2018	9307154402	GRAYBAR ELECTRIC COMPANY, INC	FIBER BUILD CBD - MATERIALS - PARTIAL ITEMS #200, #300, ALL OF #400 ON EXHIBIT A	\$ 6,048.10	pw1
240572	11/9/2018	I5006895	HD FOWLER COMPANY INC	3/4" BRASS BALL VALVES	\$ 59.63	wdist
240761	11/9/2018	774681	JCI JONES CHEMICALS INC	CHLORINE X 3	\$ 2,700.00	dwtp
240754	11/9/2018	S8745623.001	NORTH COAST ELECTRIC COMPANY	ROCKWELL SOFTWARE TRAINING JORDAN DAVIS	\$ 2,612.00	dwwtp
240768	11/9/2018	001-418342	PISTON SERVICE OF ANACORTES	PART- VEH #213	\$ 17.71	dshop
240574	11/9/2018	COA1118	SYSTEMS DESIGN WEST, LLC	AMBULANCE BILLING OCT	\$ 3,601.00	finance
240764	11/9/2018	KT558417	UNIVAR USA INC	SODIUM HYDROXIDE (CAUSTIC)	\$ 4,396.59	dwtp
240766	11/9/2018	KT558390	UNIVAR USA INC	SODIUM HYDROXIDE (CAUSTIC)	\$ 5,013.08	dwtp
240734	11/10/2018	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 11/19-12/18/18	\$ 230.50	finance
240735	11/10/2018	8493 30 017 0490698	COMCAST	CITY HALL INTERNET CONNECTION 11/20- 12/19/18	\$ 286.07	finance
240797	11/11/2018	8498 30 017 0464628	COMCAST	WA PARK INTERNET 11/21-12/20/18	\$ 106.12	finance
240739	11/12/2018	2925	ANACORTES TOWING, LLC	TOWING; APD CASE 18-A08771	\$ 162.75	apd
240755	11/12/2018	1990975501	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 72.00	dwwtp
240783	11/12/2018	8010	MACLEOD RECKORD PLLC	GUEMES CHANNEL TRAIL 30% DESIGN - PHASE II - OCTOBER 2018	\$ 4,807.08	pw1
240752	11/13/2018	85950494	150-PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL	\$ 181.52	dwwtp
240756	11/13/2018	5298	DEPARTMENT OF ECOLOGY	WW OPERATOR CERTIFICATION DAVIS	\$ 30.00	dwwtp
240758	11/13/2018	8924	DEPARTMENT OF ECOLOGY	WW OPERATOR CERTIFICATION DAVIS	\$ 30.00	dwwtp
240759	11/13/2018	7801	DEPARTMENT OF ECOLOGY	WW OPERATOR CERTIFICATION DOEBLER	\$ 30.00	dwwtp
240760	11/13/2018	6525	DEPARTMENT OF ECOLOGY	WW OPERATOR CERTIFICATION BOWER	\$ 30.00	dwwtp
240737	11/13/2018	11/13/18	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 700.00	apd
240796	11/13/2018	Pay App 2	SRV CONSTRUCTION, INC	32ND ST & D AVE INTERSECTION IMPROVEMENTS	\$ 226,006.71	pw1

Total

\$821,051.38



City Council Contract Agenda Bill

Meeting Date: 11/19/2018 **Agenda Item:** 5c

Subject: Interlocal Agreement 276 with Skagit County for Library Materials

Staff Contact: Ruth Barefoot

Approved for Submittal to Council by: Darcy Swetnam, City Attorney
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Action Type: Interlocal Agreement
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Summary Statement: City staff seeks City Council consent to enter into an interlocal agreement with Skagit County to receive funding which will assist in providing library materials to the residents of unincorporated Skagit County.

Background: For more than 20 years Skagit County has made funding available to help cover a portion of the cost of providing services to non-resident users of the Anacortes Public Library. This interlocal agreement allows for this practice to continue.

Key Terms:

- The term of this Agreement shall be from execution through December 31, 2018.
- The County will provide the City a total sum of \$13,558.
- Funds distributed to the City must be used to purchase materials for circulation that will benefit non-resident library users.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: The funding that Skagit County provides, along with the non-resident library fee does not equate to what a resident of Anacortes pays in property taxes to support library services.

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 276 between City of Anacortes and Skagit County.

Alternative Actions: Not approving the interlocal agreement would result in a reduction of \$13,558 in revenue that would need to be covered by the General Fund.

Attachments: IL276

**INTERLOCAL COOPERATIVE AGREEMENT
FOR
LIBRARY MATERIALS**

This Interlocal Cooperative Agreement for Library Materials is entered into between Skagit County, hereinafter referred to as the “County”, and the City of Anacortes, hereinafter referred to as the “City” pursuant to RCW 39.34.

This Agreement is based upon the following facts and circumstances:

- The County does not, nor is it required by statute to provide general library services to the residents residing in unincorporated Skagit County.
- Historically, the City has provided library access to residents and nonresidents alike.
- Non-residents are required to pay a fee for library access.
- Due to increasing competition for funding and increasing library usage, the City is having difficulty providing access to residents and non-residents.
- The County, in 2018, has made funding available for a portion of the costs to provide for the purchase of materials for use by resident and non-resident users of libraries located within the City.

In consideration of the facts listed above, the parties agree as follows:

1. During 2018 the County will provide the City a total sum of \$13,558 to assist in providing library materials to the residents of unincorporated Skagit County. The sum will be distributed to the City based upon the library book, audio, film, video and subscription collection and circulation of each municipal library.
2. None of the County funds received by the City may be used to supplant funding that the City would otherwise provide for library services.
 - 2.1 The City must provide documentation that non-resident library users pay at least \$10 per library card.
 - 2.2 Funds distributed to the City must be used to purchase materials for circulation that will benefit non-resident library users.
3. It is agreed that any portion not used for its intended purpose will be returned to the County within a reasonable time period after the close of the fiscal year.
4. All assets acquired as a result of this funding will become the property of the City. The City will be responsible for all aspects of library operation.

5. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - 5.1 The County's representative shall be the Budget and Finance Director.
 - 5.2 The City's representative shall be the Library Director.
6. Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to either the County or City by reason of entering into this contract except as expressly provided herein.
7. 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.
8. No Separate Entity: The parties agree that no separate legal entity or entities are necessary to carry out this Agreement, and no legal entity is established by this Agreement.
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.
11. The term of this agreement is the date of execution through December 31, 2018.

CITY OF ANACORTES

Laurie Gere, Mayor

ATTEST:

Steven D. Hoglund, City Clerk-Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

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



City Council Contract Agenda Bill

Meeting Date: 11/19/2018 **Agenda Item:** 5d

Subject: Interlocal Agreement 277 with Whatcom County for Plantation Rifle Range Use

Staff Contact: Police Chief John Small

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 the Whatcom County Parks and Recreation Department for the use of the Plantation Rifle Range facility for the purpose of providing firearms qualifications for commissioned police personnel. The contract amount is \$6,631.12.

Background: The Anacortes Police Department has a longstanding relationship with the Whatcom County Parks & Recreation Department to use their Plantation Range facility for firearms training. The facility has both an indoor pistol range and an outdoor rifle/shotgun range that meets our needs for our different firearms applications. When law enforcement is using the range it is closed to the public which offers increased privacy for practicing tactics. The highest priority is always on firearms handling safety and shooting safety.

Key Terms:

- The term of this Agreement shall be from 1/1/19-12/31/19.
- The City will pay the County a total of \$6,631.12.
- The City will have use of the Range in the year 2019 for ten days (10) eight (8) hour days.

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 277 between City of Anacortes and Whatcom County.

Alternative Actions: N/A

Attachments: IL277

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
WHATCOM COUNTY (PARKS & RECREATION)
AND THE
CITY OF ANACORTES

THIS AGREEMENT is made and entered into by and between Whatcom County (Parks & Recreation Department) ("County") and City of Anacortes (Contracting Entity), collectively referred hereinafter as the "Parties." This Agreement is entered into pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act. The Department or Party contracting with Whatcom County shall hereinafter be identified by name or as the "Contracting Entity."

1. PURPOSE:

For the use by the Contracting Entity of the County's Plantation Rifle Range (Range) located at 5102 Samish Highway, Whatcom County, Washington. The Plantation Rifle Range has two separate shooting ranges identified and named as Pistol & Smallbore Rifle Range (Smallbore) and High Power Rifle & Trap Range (High Power). These facilities are to be used by the Contracting Entity in accordance with the use terms as set forth in this Agreement for Law Enforcement training purposes.

The Contracting Entity is contracting with the County for use of the Range for the purpose of the Contracting Entity to provide firearms qualifications, practice or training for commissioned and non-commissioned personnel of the Contracting Entity.

It is understood and agreed by the Parties that the County shall provide no training or supervision at the Facility during the Contracting Entity's exclusive or individual use periods. The County shall provide, upon request by the Contracting Entity's Supervisor or Coordinator, assistance to the individual Supervisor or Coordinator, in familiarizing them with the operations of facilities, equipment, and other infrastructure necessary to facilitate the Contracting Entity's use under the terms of this Agreement.

It is understood and agreed by the Parties that the Contracting Entity is a qualified law enforcement agency, or equivalent entity, such that their supervisor and/or participants are experienced with and trained in the use of firearms and firearm safety. The County shall have no duty to train or assist the Contracting Entity with firearm safety or rifle range safety.

It is understood and agreed by the Parties that during the exclusive use of the Range by the Contracting Entity, there will be no County staff or agents present or provided at the Range, unless a County staff member is present doing other tasks or duties unrelated to the Contracting Entity's use of the Range. The County is not providing any County employees, staff or assistance, oversight or supervision to the Contracting Entity during their use at the Range.

2. RESPONSIBILITIES

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT RESPONSIBILITIES:

The Parks and Recreation Department shall make available to the Contracting Entity the Plantation Rifle Range at such time and under such conditions as are hereinafter set forth.

CONTRACTING ENTITY RESPONSIBILITIES:

- A. The Contracting Entity shall provide all targets, target standards, ammunition and other materials necessary for the use of the Range. All ammunition used on the Indoor Range will be restricted to a round utilizing a Total Metal Jacket (TMJ) or Jacketed Hollow Point (JHP) bullet having muzzle energy not greater than 400 foot pounds.

- B. Schedule, in advance, with Whatcom County's representative exclusive use days for the Smallbore and High Power ranges.
- C. Assume full responsibility for safety of the entire Range during any period of exclusive use by the Contracting Entity.
- D. Be responsible for the conduct of members of the Contracting Entity while on the Range during exclusive use periods.
- E. Designate, and report to the County's Representative the name of an individual who shall act as a qualified supervisor and coordinator of all Contracting Entity's activities at the Range. This individual shall be the person with whom the County's Representative will work in connection with day-to-day matters of Range use, and who will be in direct charge during actual Range use.
- F. There shall be a Contracting Entity supervisor or coordinator and a Contracting Entity Range Safety Officer present at the Range at all times during exclusive use. The supervisor or coordinator shall terminate use of the range if any danger or safety risk is present at the facility and provide immediate electronic or verbal notice to the County, followed by a written notice to the County within 24 hours detailing the danger or safety risk. The Range Safety Officer shall be responsible for supervising safe shooting activities, monitor and enforce safety and range rules, and range operations during times of exclusive use. (The Range Safety Officer may also function as the supervisor or coordinator.)
- G. A written report of all accidents, damage or injury that occurs shall be provided immediately or no later than 24 hours to the County. The written report shall provide sufficient details of the incident, including the date, time, circumstances and nature of injury or damage, and the name of the injured party, witnesses and Contracting Entity's Supervisor present at the time of the incident. The written report shall be submitted to Whatcom County Parks and Recreation Department Office or to the Range County personnel.
- H. Check out the Range key from the County's Representative. The Range key provides limited access to Range facilities. Access shall include: entry gate access, access to approved facilities, and public spaces. The Contracting Entity shall maintain control of the issued key at all times, including keeping the key secured when not in use and maintaining a log of any employees provided use of the key. The Contracting Entity shall not provide access to the key for vendors or contractors for any purpose. Any keys provided to the Contracting Entity may not be copied or duplicated.
- I. The Contracting Entity shall maintain a sign-in log for each exclusive use day. The log shall include, at a minimum, the signature of the Contracting Entity supervisor or coordinator, the Range Safety Officer, their phone numbers and all employees participating in Contracting Entity activities. The sign-in logs shall be provided to the County's Representative at least quarterly.
- J. The Contracting Entity and its participants must comply with all Federal, State and local laws.
- K. All litter, trash, or debris left by the Contracting Entity shall be picked up and disposed of in appropriate receptacles provided at the Range.
- L. No minors are allowed to be present at the Range during exclusive use.
- M. The Contracting Entity shall pay all costs associated with damage, destruction, or loss to the County at the Facilities as a result of the Contracting Entity's use and/or presence at the Range.

USE OF THE RANGE

- A. The Contracting Entity shall have exclusive use of the Range in the year 2019 for ten days (10) eight (8) hour days. The Contracting Entity will have the option of splitting an 8-hour day into two 4-hour days. All dates and times shall be determined by mutual agreement by the Contracting Entity and Whatcom County Parks and Recreation Department representatives. This exclusive use shall be by mutual agreement of both the Contracting Entity and the Whatcom County Parks and Recreation Department. Use dates scheduled, that are not canceled 48 hours in advance will be charged against the Contracting Entity's contract.
- B. Individual members of the Contracting Entity, who are counted as officers upon presentation of their Contracting Entity Law Enforcement identification card, shall be entitled to use of Range facilities without payment of regular fees. Provided, such use shall:
- Be during periods when the Range is normally scheduled to be opened to the general public;
 - Be subject to all rules and conditions of use by the general public except for payment of fees;
 - Not interfere with normal, customary use of the Range;
 - The use is for practice and training as an officer;
 - Does not include supplies or Trap Range use;
 - Rights or use under this Agreement is not extended to Contracting Entity's family or friends;

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2019 through December 31, 2019.

4. MANNER OF FINANCING:

- A. The Contracting Entity shall pay a fee of Six Thousand Six Hundred Thirty One Dollars and .12 Cents (\$6,631.12)

10 Days	@ \$590.95 per day	= \$	5,909.50 (includes tax)
38 Officers	@ \$18.99 per officer	= \$	<u>721.62</u> (includes tax)
Total = \$		6,631.12	

- B. The payment shall be due on or before sixty days. Any additional days may be scheduled by mutual agreement of both parties. Payment for any use beyond the annual ten days (10) period shall be due within 30 days from approved contract.

5. ADMINISTRATION:

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

5.1 The Contracting Entity's representative shall be Captain Chris Fuller, (360) 293-4684, fullerc@cityof Anacortes.org

5.2 Whatcom County's representative shall be Ryan Laureau, Regional Park Supervisor (360) 676-9770, RLaureau@co.whatcom.wa.us .

6. 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.

7. NO SEPARATE ENTITY:

The parties agree that no separate legal entity or entities are necessary to carry out this Agreement, and no legal entity is established by this Agreement.

8. INDEMNIFICATION:

To the fullest extent permitted by law, the Contracting Entity agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contracting Entity, its employees, agents, participants or volunteers or Contracting Entity's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with Contracting Entity's activity and use under this Agreement; or 3) are based upon the Contracting Entity or their participants, employees, agents, or volunteers, or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contracting Entity shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County.

This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contracting Entity are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contracting Entity's indemnity obligations under this Agreement.

The Contracting Entity agrees all Contracting Entity's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contracting Entity enters into subcontracts to the extent allowed under this Agreement, the Contracting Entity's subcontractors shall indemnify the County on a basis equal to or exceeding Contracting Entity's indemnity obligations to the County. All insurance shall be per occurrence.

9. INSURANCE:

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party.

10. TERMINATION:

Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:

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

12. EXTENSION:

This Agreement be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three (3) years.

13. 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.

14. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, _____.

APPROVED:

CITY OF ANACORTES

Dated this ____ day of _____, 2018.

Laurie Gere, Mayor

APPROVED AS TO FORM:

Darcy Swetnam, Attorney

Contracting Entity Chief and Representative: APPROVAL:

Captain Chris Fuller

Jack Louws, County Executive

Given under my hand and official seal this _____ day of _____, 2018.

WHATCOM COUNTY PARKS & RECREATION
DEPARTMENT

Michael McFarlane, Director

County Deputy Prosecuting Attorney



City Council Contract Agenda Bill

Meeting Date: 11/19/2018 **Agenda Item:** 5e

Subject: Amendment #9 to Interlocal Agreement C20140640 with Skagit County

Staff Contact: Assistant Chief Jack Kennedy

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

Action Type: Interlocal Agreement

Summary Statement: City staff seeks City Council consent to execute Amendment #9 to Interlocal Agreement C20140640 with Skagit County. This amendment provides for the reimbursement to the City for the expenses paid to Zoll Medical Corporation for the warranty and preventative maintenance of our defibrillators.

Background: Interlocal Agreement C20140640 provides for the delivery of EMS services by the City across Fidalgo and Guemes Island, with compensation to the City by the County. Earlier this year the County negotiated a 15% discount with Zoll Medical Corporation for the warranty and preventative maintenance of defibrillators. The City entered into a contract with Zoll based on the understanding that the County would be providing reimbursement for the costs associated with the Zoll contract.

Key Terms:

- The County will reimburse the City for actual expenses paid by the City to Zoll Medical Corporation, not to exceed \$23,000.00.

Previous Council/Committee Action: Interlocal Agreement [C20140640](#) was fully executed on 12/29/14 with yearly amendments. The Zoll Medical Corporation [contract](#) for \$20,512 was signed by the Mayor on 6/6/18.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute Amendment #9 to Interlocal Agreement C20140640 between City of Anacortes and Skagit County.

Alternative Actions: Not approve the amendment which would result in a reduction of \$20,512.00 in revenue.

Attachments: C20140640 Amendment #9

AMENDMENT #9
ORIGINAL AGREEMENT #C20140640

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

TERMS OF AMENDMENT:

County will reimburse Contractor, upon receipt of documentation of actual expenses paid by Contractor, for warranty and preventative maintenance as outlined in the attached ZOLL Extended Warranty & Preventive Maintenance Contract (Exhibit A). Reimbursement shall not exceed \$23,000.

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

Date: _____, 2018.

CONTRACTOR

Signature of Authorized Signatory

Print name

Mailing Address:

Telephone No. _____

Fed. Tax ID # _____

Contractor Lic. #. _____

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



EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Anacortes Fire Dept (Customer # 165418)

Attn: Nick Walsh (360) 293-1925 / nickw@cityofanacortes.org

Bill To: Anacortes Fire Dept

PO Box 547

Anacortes, WA 98221

From: Tammy Digan

Service Contracts Representative

(978) 421-9357 / tdigan@zoll.com

Ship To: Anacortes Fire Dept

1016 13th Street

Anacortes, WA

QUOTATION: 00024214

Quote Date: May 22, 2018

Quote Pricing: Valid for 60 Days

PM Contact: -

X Series

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-5991	5 Year, 1 Preventive Maintenance Per X Series PM pricing is based on purchase of the extended warranty. It is the customers responsibility to ensure covered equipment is available for service at scheduled times within the term. Serial Number(s): AR13B003546, AR13B003548, AR13F004730 & AR13B003555	07/01/2018 to 06/30/2023	4	\$1,150.00	\$1,150.00	\$4,600.00
8889-5000	5 Year Extended Warranty - ZOLL X Series Includes: Discounts of 20% on new cables, 25% on lithium SurePower Batteries, 50% on Sealed Lead Acid Batteries. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. Serial Number(s): AR13B003546, AR13B003548, AR13F004730 & AR13B003555	07/01/2018 to 06/30/2023	4	\$4,680.00	\$3,978.00	\$15,912.00

TOTAL: \$20,512.00

COMMENTS: Special Discounted Pricing: (Skagit County formerly Medic One) 15% discount off list price of Extended Warranty, upon receipt of signed quotes on or before June 30, 2018. Customers Entitled to Special Skagit County Discounted Pricing are as follows:

Customer # 155381 Skagit County Dept. of EMS Customer # 165418 City of Anacortes Fire

Customer # 156023 Mount Vernon Fire Dept.

Customer # 156025 Aero Skagit Ambulance

Customer # 156026 Central Valley Ambulance Authority

1. Applicable tax will be added at the time of invoicing.

2. Payment terms are Net 30.

3. 15% Multi-Unit Discount.

TERMS & CONDITIONS: The terms and conditions of this contract are set forth in the attachments. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.

ZOLL Medical Corporation

Signature:

Name: Tammy Digan

Title: Service Contracts Representative

Date: _____

Anacortes Fire Dept

Authorized Signature:

Print Name _____

Title: _____

Date: _____

Exhibit A

ZOLL Medical Corporation

269 Mill Road

Chelmsford, MA 01824-4105

(978) 421-9655 Main

(800) 348-9011

(978) 421-0022 Fax

ZOLL Medical Corporation
EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Anacortes Fire Dept

Quote No:00024214

Preventive Maintenance Terms and Conditions

1. Preventive maintenance ("PM") will be invoiced upon ZOLL's receipt of quote with an authorized signature (the "PM Contract") and, if available, a purchase order.
2. Any PMs that remain unused as of the end of a one-year PM contract will be forfeited and no monies will be refunded to the customer. Any PMs that remains unused as of the end of the initial term of the Multi-year PM Contract will automatically roll over into the next year of the PM Contract. Any PMs that remains unused as of the end of the second and subsequent years of the PM Contract, will be forfeited and no monies will be refunded to the customer.
3. If the customer purchases new ZOLL equipment, unused PMs will be transferred to the new equipment at the end of the factory warranty.
4. If ZOLL determines during the course of performing PM that a repair is required and the device is not covered under warranty, ZOLL will request customer authorization in order to repair the device.
5. Upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy. The loaner will be provided for use while the device is being serviced by ZOLL.
6. It is the customer's responsibility to ensure devices covered by the PM Contract are available for Preventative Maintenance at the scheduled times.

Extended Warranty Terms and Conditions

1. The ZOLL Extended Warranty ("EW") extends the term of ZOLL's Factory Warranty by the number of years selected by the customer. EW coverage commences upon the expiration of the Factory Warranty, and is subject to the terms and conditions contained in the Factory Warranty. The EW does not apply to accessories.
2. The price of the EW will be invoiced upon ZOLL's receipt of quote with an authorized signature from the customer and, if available, a purchase order from the customer.
3. The EW is not transferrable and cannot be cancelled. However, if the customer replaces equipment covered by an EW with new ZOLL equipment, upon customer's request, the remaining time under the EW will be transferred to the new equipment at the end of the factory warranty. All requests to transfer the remaining balance of an EW must be submitted in writing to the ZOLL Service Contracts department within 60 days of date of shipment of new equipment. Failure to submit EW transfer request will result in the forfeiture of remaining EW.
4. If the customer has a claim under an EW, customer must call the ZOLL Help Desk (800-348-9011) to arrange for a Return Authorization in advance of sending the unit for evaluation at ZOLL Headquarters.
5. All repairs are performed at ZOLL headquarters in Chelmsford, MA. If a unit needs to be repaired, upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy.
6. If no claims are made under the EW during the EW period, the purchase price of the EW is not refundable.



City Council Contract Agenda Bill

Meeting Date: 11/19/2018 **Agenda Item:** 5f

Subject: Contract Modification – FRP Chemical Tanks

Staff Contact: Fred Buckenmeyer

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

Action Type: Contract Modification

Summary Statement: City staff seeks Council consent to issue a contract modification to Spunstrand, Inc in the amount of \$5,854.66, increasing the total contract price to \$83,625.29, to increase the scope of work to include the installation of one ladder on each of the two FRP Chemical Tanks for the WTP Chlorine Conversion Project.

Background:

1. **Reason for Contract Change:** The City is directing the contractor to provide and install one ladder on each of the two FRP Chemical Tanks they are manufacturing for the WTP Chlorine Conversion Project.
2. **History:** Following the recent visit from Washington State Department of Labor and Industries, the City pursued a change in the method we use for disinfection at the Water Treatment Plant. The new method involves a change from gaseous chlorine to a hypochlorite solution. Hypochlorite is essentially a diluted liquid chlorine very similar to bleach. The City is replacing the existing gas chlorine system at the plant with a bulk sodium hypochlorite solution system to eliminate the potential health and safety risks associated with unintended releases of gas chlorine.
3. **Key Terms:** increase of \$5,854.66
4. **Competitive Bidding:** On June 20, 2018 the City solicited bids for the subject project and on July 3, 2018 a bid opening was conducted and no bids were received. Because there was no response from our solicitation, RCW 35.23.352(1) allows us to enter into a contact without re-bidding. The Project Manager and HDR evaluated the options and selected Spunstrand, Inc. to provide the tanks.

Previous Council/Committee Action: City Council received an overall project update on the project awarded the [HDR contract](#) on [3/5/18](#). [Modification 01](#) of the HDR contract was approved on [4/16/18](#), [Modification 02](#) was approved on [5/21/18](#), and [Modification 03](#) was approved on [9/10/18](#). The [Spunstrand contract](#) was approved on [8/6/18](#). The [Watson Marlow Fluid Technology Group contract](#) for the chemical pumps was approved on [8/13/18](#).

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with Spunstrand, Inc, under Contract 18-036-WTR-002, in the amount of \$5,854.66, increasing the total contract price to \$83,625.29.

Alternative Actions: N/A

Attachments: Contract 18-036-WTR-002 Modification 01

Consultant	Spunstrand, Inc
Current Agreement Amount	\$77,770.63
Change Per this Modification	\$ 5,854.66
Total After Modification	\$83,625.29
Earmarked Funds	None
BARS #	401.730.534.10.48
Paid on Contract as of 11/14/18	\$0
Budget Amendment Required?	Yes
Revenue Source	Regional customer charges
Start Date	Inception
End Date	6-8 weeks



**Contract Number 18-036-WTR-002
MODIFICATION 01**

Date November 20, 2018

Page 1 of 1 Pages

Project Title FRP Chemical Tanks

Prime Contractor Spunstrand, Inc

BACKGROUND

In accordance with Article 14 – Changes/Additional Work this modification provides an equitable price adjustment in consideration of changes in Work as described below under Article 1. The City is directing the Contractor to install one ladder each on the two FRP chemical tanks. Additionally, the Contractor is providing Item 2 - 2" reverse float gauges, at no additional charge. Accordingly, the contract price is increased from \$77,770.63 by \$5,854.66 to \$83,625.29.

Accordingly, the following changes are incorporated under this contract:

ARTICLE 1. Scope of Work: is hereby deleted and replaced with the following:

Contractor shall furnish all materials, equipment and labor to manufacture and deliver two (2) fiberglass reinforced plastic (FRP) chemical tanks, two (2) 2" reverse float gauges, and two (2) ladders, to the Anacortes Water Treatment Plant, 14489 River Bend Rd, Mount Vernon, WA 98273. Work must comply with and meet all specifications of Section 43 41 45 and the ladders must meet the specifications of Exhibit A.

ARTICLE 2. Contract Price: the first paragraph is hereby deleted and replaced with the following:

The work under this Agreement shall be performed for a total fixed price of **Eighty-Three Thousand Six Hundred Twenty-Five Dollars and Twenty-Nine Cents (\$83,625.29)**, which includes \$6,551.29 in sales tax. This includes all labor and materials for the project. The following payment schedule shall apply:

Item	Quantity	Unit	Description	Unit Price	Extension
1	2	Ea	10' Diameter, 4,100 GA, 12.5% NaClOTank	\$31,964.00	\$63,928.00
2	2	Ea	2" Reverse Float Gauge - Site Glass	included	included
3	2	EA	Ladders as specified in Exhibit A	\$3,948.00	\$7,896.00
Sub-Total					\$71,824.00
Estimated Freight FOB					\$5,250.00
8.5% Sales Tax					\$6,551.29
Total					\$83,625.29

All other terms of the contract remain unchanged.

CITY OF ANACORTES

Mayor

Date

SPUNSTRAND, INC

Signature

Printed Name

Date

Original Agreement Amount	<u>\$77,770.63</u>	Original Contract Completion Date	<u>6-8 weeks</u>
Current Agreement Amount	<u>\$77,770.63</u>	Current Contract Completion Date	<u>6-8 weeks</u>
Change Per this Modification	<u>\$ 5,854.66</u>	Net Change	<u>0</u>
Total After Modification	<u>\$83,625.29</u>	Contract Completion Date After Change	<u>6-8 weeks</u>

EXHIBIT A

SUBMITTAL FOR PROJECT:

City of Anacortes
WTP Chlorination System Conversion Project

SAFETY LADDERS FOR TANKS

Date
8/24/18

Specification Section:	SECTION 43 41 45 FIBERGLASS REINFORCED PLASTIC TANKS
------------------------	--

Spunstrand Inc. Contact:	Patrick Sanborn
Email:	psanborn@spunstrand.com

Prepared and Approved By / Date:	Patrick Sanborn 8/24/18
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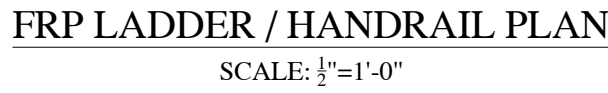


Sample Drawing



Spunstrand
Green duct that works

620 North Post Street • Post Falls, ID 83854 • 208.777.7444 ph 208.777.7445 fax • www.spunstrand.com



Safety cages not included on all applications, depending upon height

1. LADDER TO BE PULTRUDED VEFR FIBERGLASS. ALL CUT EDGES, HOLES, & ABRASIONS TO BE RESIN SEALED.
RAILS: $1\frac{1}{2}$ SQ X $\frac{1}{4}$ WALL TUBE
RETURN RAILS: $2\frac{1}{2}$ SQ X $\frac{1}{16}$ WALL TUBE
RUNGS: $\phi 1\frac{1}{2}$ " FLUTED
SAFETY CAGE: STANDARD HOOP KIT W/ I-BAR
COLOR: YELLOW (MOUNT COLOR: DARK GRAY)
2. HANDRAIL TO BE PULTRUDED VEFR FIBERGLASS. ALL CUT EDGES, HOLES, & ABRASIONS TO BE RESIN SEALED.
RAILS: $1\frac{1}{2}$ SQ X $\frac{1}{4}$ WALL TUBE
POSTS: $2\frac{1}{8}$ SQ X $\frac{1}{16}$ WALL TUBE
KICK PLATE: $4 \times \frac{1}{2} \times \frac{1}{4}$
COLOR: YELLOW
3. ALL FIBERGLASS TO RECEIVE *EXTRA UV COATING* UPON COMPLETION OF FABRICATION.
4. ALL HARDWARE TO BE TYPE 18-8 STAINLESS STEEL U.N.O. ALL STAINLESS STEEL CLIPS TO BE TYPE 304.
5. DIMENSIONS TO BE VERIFIED PRIOR TO FABRICATION. UNCHANGED DIMENSIONS & TEXT WILL BE PRESUMED CORRECT.

[illegible]

**"AS BUILT
DRAWING"**
6/15/2015



CUSTOMER:	SPUNSTRAND	DRAWING / S.O.#: 43-20-4345		☒ CUST.	☐ SHOP
PROJECT:		SALES AGENT: RWM	CHECKED: AWP	SCALE:	NOTED:
		WWW.GRATINGPACIFIC.COM			SIZE: D
CUSTOMER P.O.#:	9335	SHEET: 1	EST. 1971	APPROVED ☒	

Railing and Ladder Technical Data



Spunstrand
Green duct that works

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Building the World to Last®

HIGH PERFORMANCE COMPOSITE SOLUTIONS



FRP Railing & Ladder Systems

The FRP guardrail, handrail, and ladder systems offered by Fibergrate Composite Structures combine corrosion resistance, long life and a low maintenance design, making them superior to conventional metallic systems. These advanced systems are designed and manufactured with lightweight components that are easy to fabricate and install. Savings on labor and equipment often make the total installed cost of FRP railing systems

comparable to that of steel. Combining lower installation costs with low maintenance and long life results in a significantly lower life cycle cost than that of its counterparts.



DYNARAIL® GUARDRAIL

The 1-3/4" x 1/8" pultruded square tube guardrail line includes everything needed to install OSHA- and IBC-compliant horizontal and inclined railing systems with either two or three rails. Fibergrate can also provide specialty picketed guardrail systems.



DYNAROUND™ GUARDRAIL

Fibergrate's newest guardrail solution is composed of 1.9" O.D. pultruded tubes. This UV-coated system was designed as a more durable alternative to standard aluminum and steel round railings. DynaRound can be used in applications where safety and ergonomics are a major concern. Round rails eliminate the flat surfaces of square tube systems which can become a resting place for tools and other equipment, creating potentially hazardous situations for dropping/falling objects. The rounded railing and corners also eliminate sharp edges, providing a more comfortable grip for end-users. In addition, the overall appearance of the system is more aesthetically pleasing than the square tube alternative because all fasteners are hidden which provides a smooth, clean look. Fibergrate can also provide customized round guardrail systems.

DYNARAIL® HANDRAIL

The Dynarail handrail (grab rail) system can be added to a Dynarail (square tube) or DynaRound (round tube) guardrail or wall to meet code requirements.

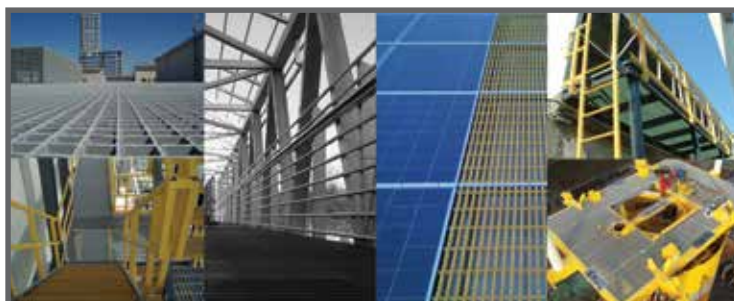
DYNARAIL® LADDERS

The Dynarail ladder line includes ladders, standard walk-thrus and safety cages.

Dynarail and DynaRound components, including the railing, kickplate, and ladder rungs, are manufactured using the proven Fibergrate pultrusion process. In this process, continuous fiber rovings and mat as well as a synthetic veil are mechanically drawn through a resin bath and shaped through a series of forming guides, then pulled through a heated die.



FIBERGRATE MARKETS



- Architectural/Commercial
- Bridge & Highway
- Chemical
- Food & Beverage
- Manufacturing
- Metals & Mining
- Oil & Gas
- Power/Utilities
- Recreation
- Telecommunications
- Transportation
- Water & Wastewater

Dynarail® & DynaRound™ Railings & Ladders

Why Use FRP?



Corrosion Resistant: Dynarail® and DynaRound™ fiberglass railings and ladders are known for their ability to provide corrosion resistance in the harshest environments and chemical exposures.



Low Maintenance: The corrosion resistant properties of Fibergrate's FRP products reduce or eliminate the need for sandblasting, scraping and painting. Products are also easily cleaned with a high pressure washer.



Electrically & Thermally Non Conductive: Fiberglass is electrically non conductive for safety and has low thermal conductivity which results in a more comfortable product when physical contact occurs.



Low Install Cost: Due to ease of fabrication and lightweight, FRP guardrail and handrail systems eliminate the need for heavy lifting equipment. Components are also labeled with tags that correspond to engineering drawings to ensure time-efficient and accurate installation.



Fire Retardant: Flame spread rating of 25 or less, as tested in accordance with ASTM E-84, and meets the self-extinguishing requirements of ASTM D-635.



Long Service Life: Fiberglass products provide outstanding durability and corrosion resistance in demanding applications, therefore providing improved product life over traditional materials.



UV Protection: UV inhibitors in the resin matrix, along with a synthetic surfacing veil, provide optimum protection from the effects of UV weathering. *(Note: An optional UV coating is required for Dynarail railing and ladder system installations with intense UV exposure. The DynaRound system is UV coated.)*



NSF® Standard 61-Certified:

Fibergrate is now able to offer NSF Standard 61-Certified Dynarail® FRP guardrail, handrail and ladder systems. These products complement the complete line of NSF Standard 61-Certified Fibergrate® molded gratings, Dynaform® fiberglass structural shapes, and Safe-T-Span® pultruded gratings assembled from NSF Standard 61-Certified components. Molded gratings are available in all Fibergrate® molded grating mesh patterns and thicknesses, except 4' x 12' Micro-Mesh® panels.



Heavy Metal Safe:

The EPA, OSHA and other regulatory agencies created to protect our lives and our natural resources have increased legislation to control heavy metals such as lead, chrome, cadmium and other metals in all products where exposure is a health threat. Fibergrate Composite Structures Inc. supports this strengthened legislation and has, for more than 20 years, voluntarily tested for heavy metals in our products and minimized or eliminated heavy metals from our products.

Resin Systems

● ISOFR

Isophthalic polyester resin formulation with a low flame spread rating of 25 or less designed for applications where there is moderate exposure to corrosive elements.

● VEFR

Vinyl ester resin system with a flame spread of 25 or less for dependable resistance to both acidic and alkaline environments.

Table of Contents:

Dynarail Post Installation Methods

Modular Dynarail Guardrail System

DynaRound Post Installation Methods

Modular DynaRound Guardrail System

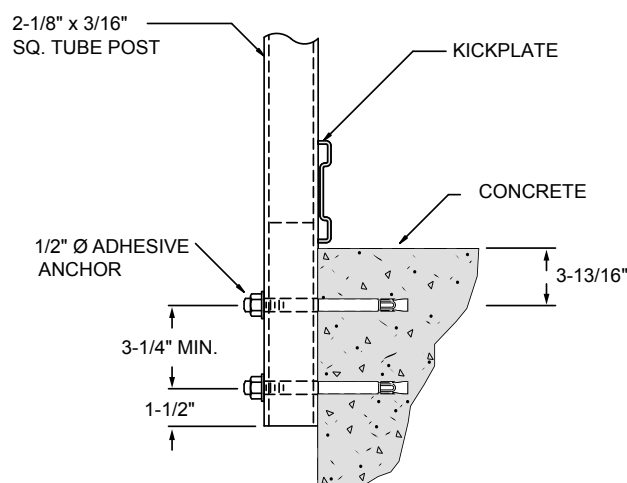
Dynarail FRP Ladder Systems

Dynarail® Post Installation Methods

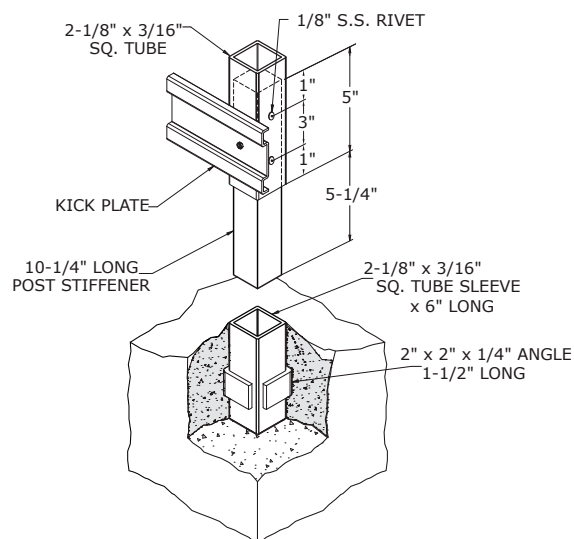
See page 7 for part numbers. For installation conditions not shown, contact Fibergrate.

All details are for posts spaced 6' max on centers to meet a F.O.S. of 2.0 under OSHA and IBC loads, unless noted otherwise.

**DRAWING F -
SIDE-MOUNTED POST**

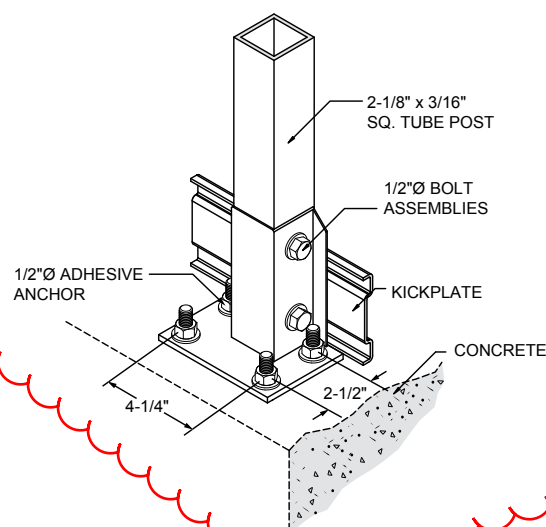


**DRAWING G -
EMBEDDED POST**



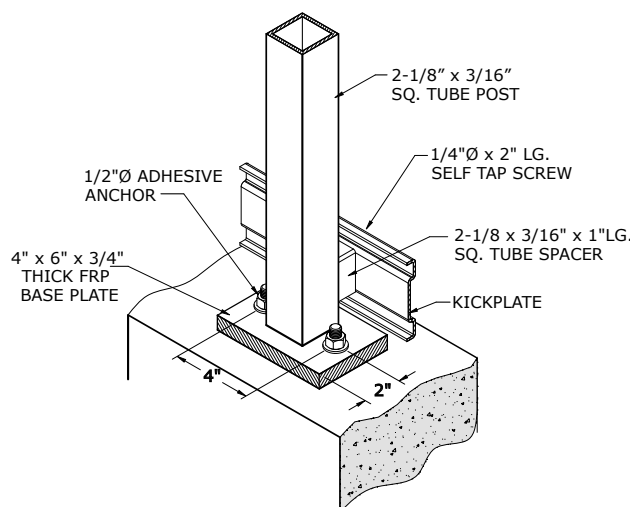
**DRAWING H -
TOP MOUNT STAINLESS STEEL STANCHION BASE**

5'-6\" max on center post spacing for IBC to meet a F.O.S. of 2.0



**DRAWING I -
TOP MOUNT FRP STANCHION BASE**

4\" max on center post spacing for IBC to meet a F.O.S. of 2.0

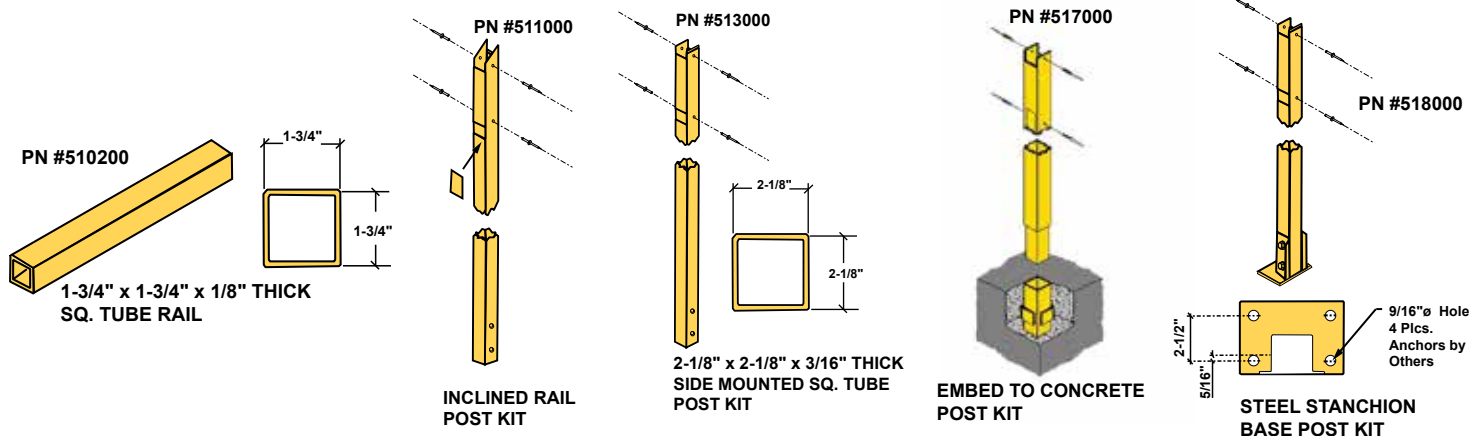
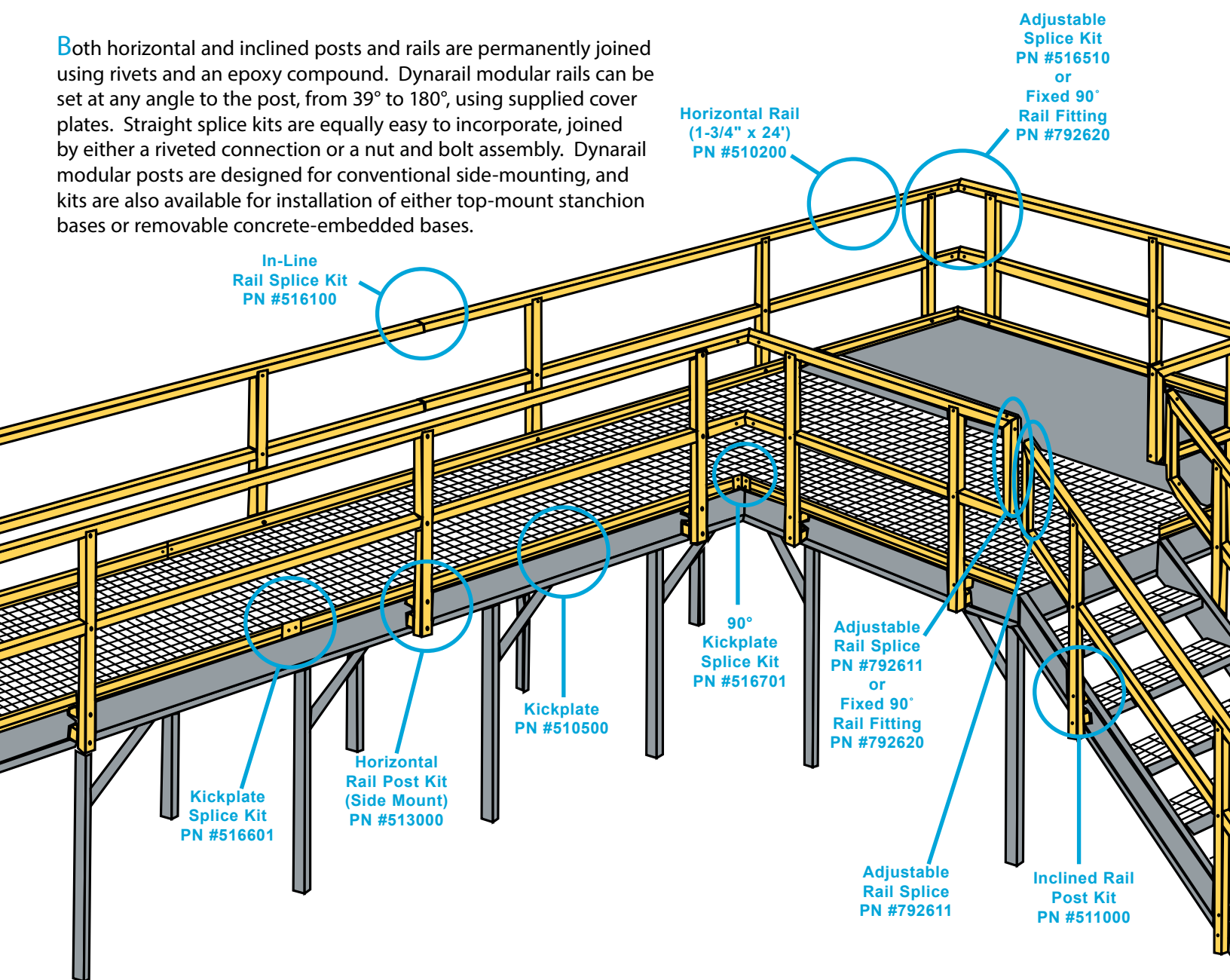


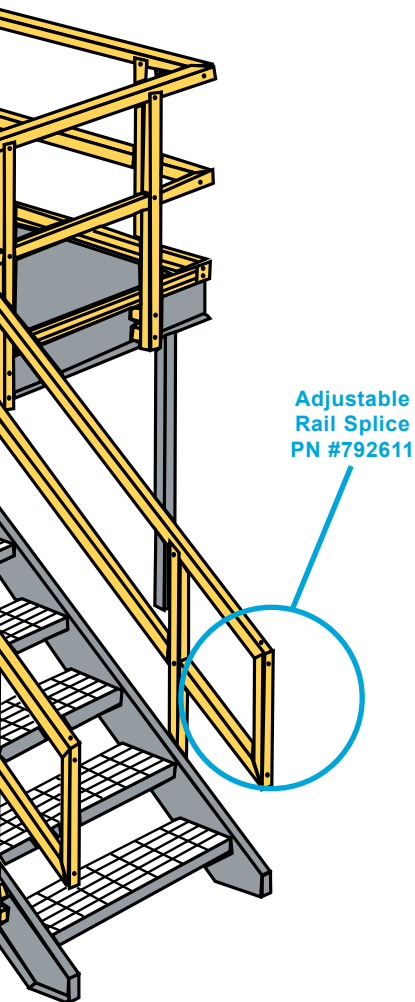
MAX PULLOUT FORCE ON EACH CONCRETE ANCHOR BOLT

	Drawing F	Drawing H	Drawing I
OSHA (200 lb)	2129 lbf	1292 lbf	2100 lbf
IBC (50 lb/ft)	3193 lbf	1777 lbf	2100 lbf

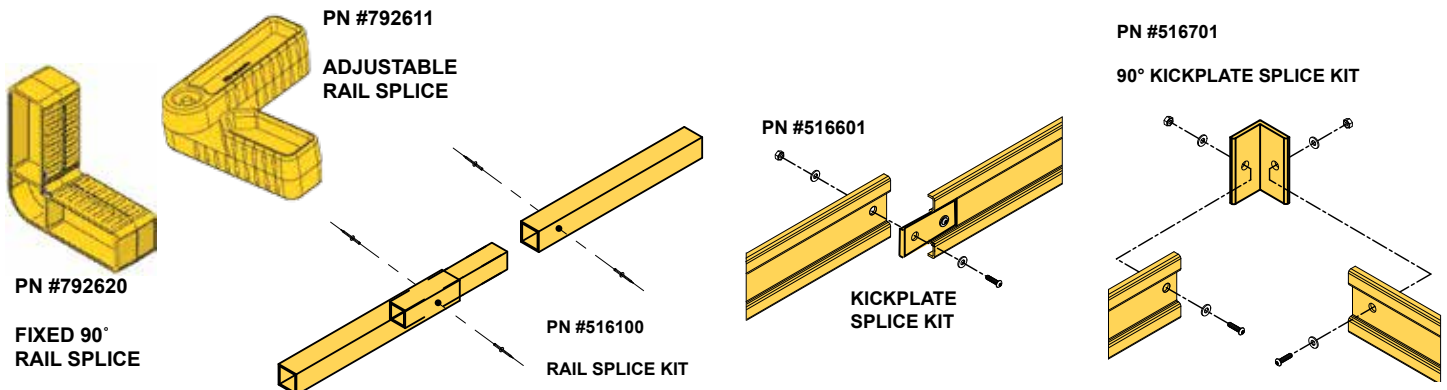
Dynarail® Modular Guardrail System

Both horizontal and inclined posts and rails are permanently joined using rivets and an epoxy compound. Dynarail modular rails can be set at any angle to the post, from 39° to 180°, using supplied cover plates. Straight splice kits are equally easy to incorporate, joined by either a riveted connection or a nut and bolt assembly. Dynarail modular posts are designed for conventional side-mounting, and kits are also available for installation of either top-mount stanchion bases or removable concrete-embedded bases.





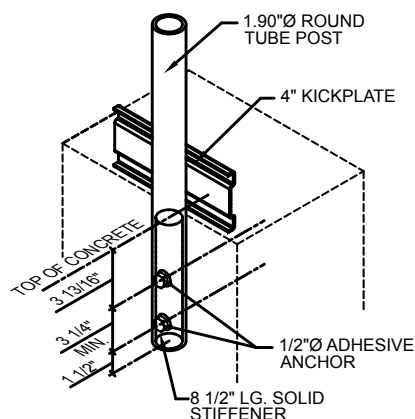
PART #	DESCRIPTION	
	NOTE: All part numbers listed are ISOFR and are NON-UV coated items unless otherwise noted.	
511000	Post Kit (Inclined Rail)	1 ea. Post 2-1/8" x 3/16" x 45" High Sq. Tube
		4 ea. Cover Plates 2-1/8" x 3-1/4"
		4 ea. Rivets 18-8 SS
513000	Post Kit (Horizontal Rail) Side Mount	1 ea. Post 2-1/8" x 3/16" x 50-1/4" High Sq. Tube (Undrilled)
		4 ea. Rivets 1/8" x 3/8" 18-8 SS
		1 ea. #10 x 1" Hex Washer Head Self Tap Screw
517000	Post Kit (Horizontal Rail) Removable Concrete Embedded	1 ea. Post 2-1/8" x 3/16" x 41-1/2" High
		1 ea. 1-3/4" Sq. Bar Extension 5" Long
		1 ea. Sleeve 2-1/8" x 3/16" x 6" Sq. Tube (Ships Loose)
		4 ea. Rivets 18-8 SS
		1 ea. #10 x 1" Hex Washer Head Self Tap Screw
518000	Post Kit (Horizontal Rail) Top Mount (SS Base)	1 ea. Post 2-1/8" x 3/16" x 41-1/4" High
		1 ea. Stanchion Base 316 SS
		2 ea. Bolts 1/2" x 3" and Nuts 316 SS
		4 ea. Rivets 18-8 SS
		1 ea. #10 x 1" Hex Washer Head Self Tap Screw
518200	Post Kit (Horizontal Rail) Top Mount (FRP Base)	1 ea. Post 2-1/8" x 3/16" x 40-3/4" High
		1 ea. Stanchion Base FRP
		1 ea 2-1/8" x 3/16" Sq. Tube Kickplate Spacer
		1 ea. 1/4" Hex Bolt Assembly
		4 ea. Rivets 18-8 SS
510500	Kickplate	9/16" Deep x 4" High x 1/8" Thick x 24' Long
516601	Kickplate Splice Kit (VEFR)	1 ea. Splice 1-3/4" x 4" x 3/16"
		2 ea. 1/4" x 1" x Socket Round Head Bolts, Nuts and Washers
516701	Kickplate Splice Kit 90° (VEFR)	1 ea. Splice 2-1/8" x 1-1/8" x 3/16"
		2 ea. 1/4" x 1" x Socket Round Head Bolts, Nuts and Washers
516510	Adjustable Splice Kit	2 ea. Adjustable Rail Splices
		8 ea. Rivets 18-8 SS
516400	90° Fixed Splice Kit	2 ea. Fixed 90° Rail Splices
		8 ea. Rivets 18-8 SS
516100	In-Line Splice Kit	1 ea. Splice 1-1/2" Sq. Tube
		4 ea. Rivets 18-8 SS
510200	Rail	1-3/4" x 1/8" x 24' Long Yellow Square Tube
792611	Adjustable Rail Splice	1 ea. Adjustable from 39° to 180°
792620	90° Rail Splice	1 ea. Fixed 90° Railing Connector
519105	In-Line Rail Splice	In-Line Splice Square 9-7/8"
519170	End Cap	End Cap for 1-3/4" Sq. Tube Guardrail
510100	Spacer Material	21' of 2-1/8" x 3/16" Yellow Square Tube
Bonding material should be ordered with each shipment of railing material. Order 1 kit (# 549100) for every 15 posts		
SI Conversions: inch = 25.4 mm 1 foot = .305 m 1 mm = .0394 inches 1 meter = 3.28 feet		



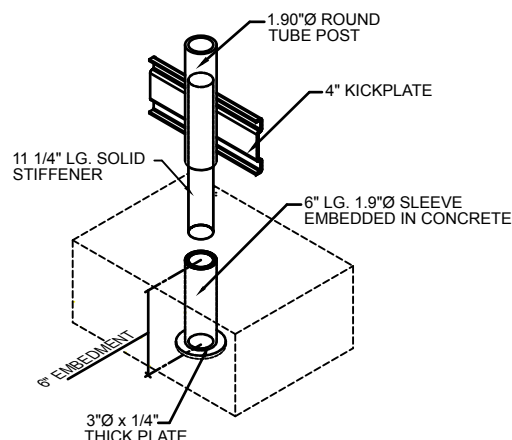
DynaRound™ Post Installation Methods

All details are for posts spaced 4' max on centers to meet a F.O.S. of 2.0 under OSHA and IBC loads, unless noted otherwise.

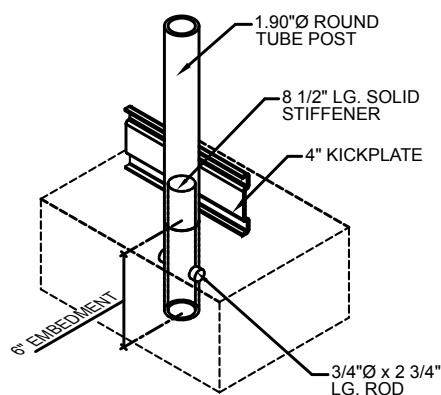
**DRAWING F -
SIDE MOUNT POST TO CONCRETE**



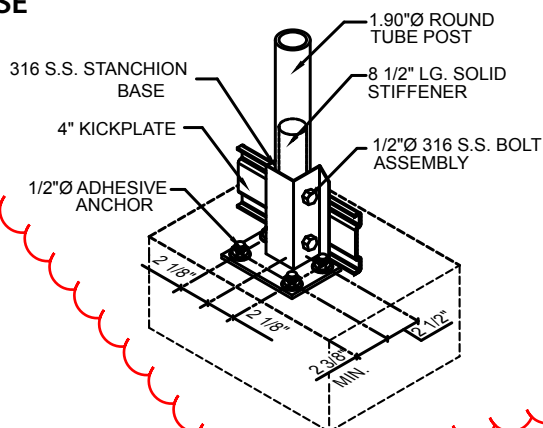
**DRAWING G -
REMOVABLE EMBEDDED POST IN CONCRETE**



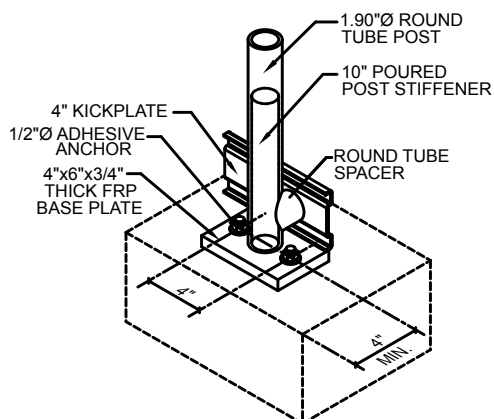
**DRAWING H -
FIXED EMBEDDED POST IN CONCRETE**



**DRAWING I -
TOP MOUNTED STAINLESS STEEL STANCHION
BASE**

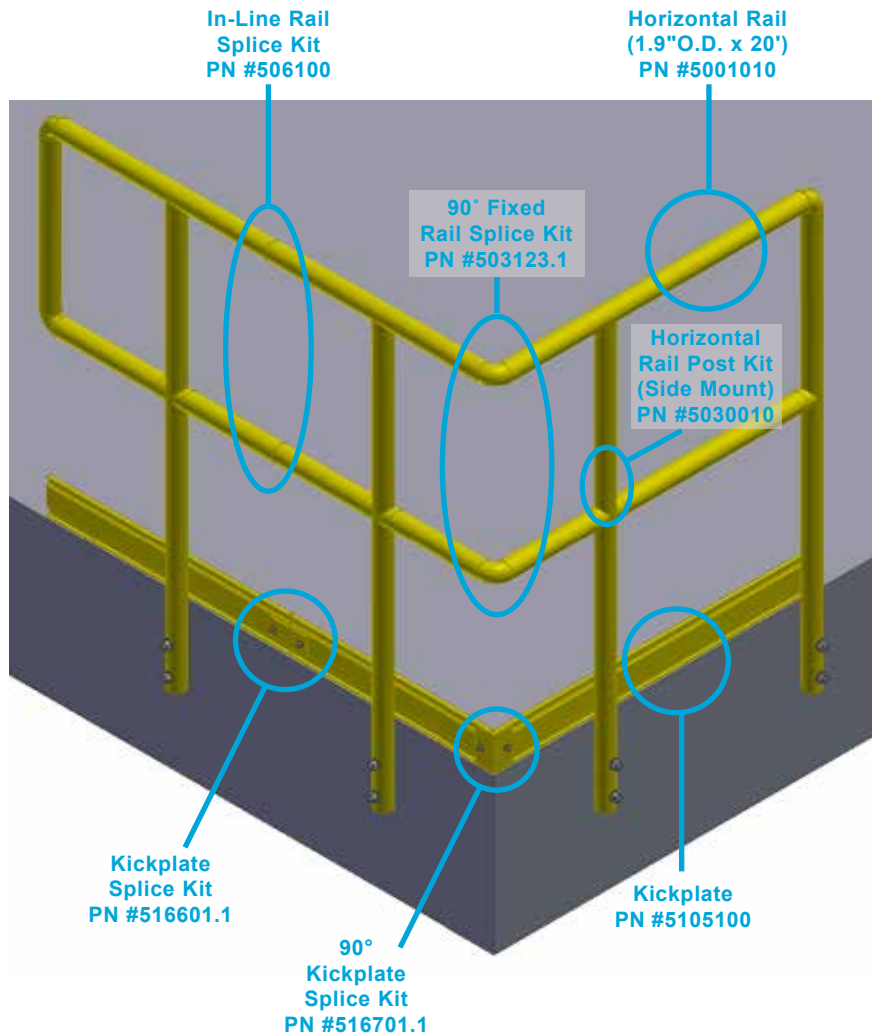


**DRAWING J -
TOP MOUNTED FRP STANCHION BASE**

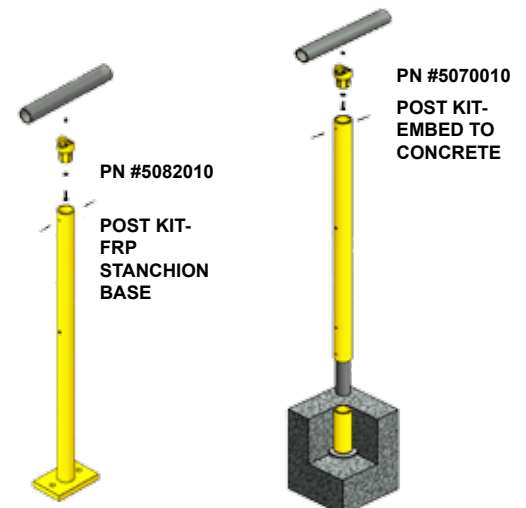
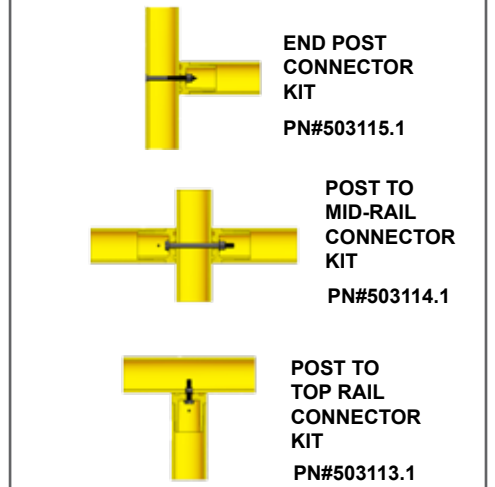


DynaRound™ Modular Guardrail System

The DynaRound modular railing system is offered as UV coated for maximum weather resistance. Straight and adjustable rail splice kits are easy to incorporate, installed with riveted + bonded connections. Rail to post connections use saddle connectors with hidden bolts for the cleanest installation possible. Specially designed saddles and connectors minimize the number of miter cuts required to make a gap free installation easy. *Inclined guardrail assemblies need to be shop fabricated.*

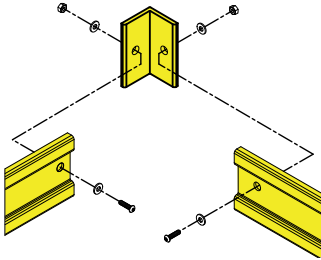


Cross Sections of Rail to Post Connections

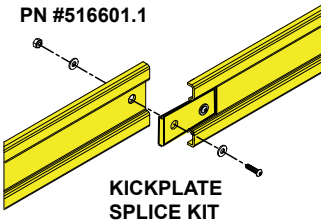


PN #516701.1

90° KICKPLATE SPLICE KIT



PN #516601.1



**KICKPLATE
SPLICE KIT**



**PN#792614
ADJUSTABLE
RAIL SPLICE**



**PN #7926130
FIXED 90°
RAIL SPLICE**

**SS HANDRAIL BRACKET
TO POST KIT**

**PN#503116.1
1-1/2" FINGER
CLEARANCE**

**PN#503117.1
2-1/4" FINGER
CLEARANCE**

SPACER

**PN#5083310
1-1/2" FINGER
CLEARANCE
PN#5083320
2-1/4" FINGER
CLEARANCE**



**PN#794509
(BRACKET ONLY)**

**TWO SELF TAPPING SCREWS
(PN#756670) ARE REQUIRED TO
ATTACH SS BRACKET TO HANDRAIL
TUBE. ONE SPACER (PN#5083310
OR PN#5083320) AND ONE 3/8" x
4-1/2" DIA HEX HEAD BOLT ARE
REQUIRED TO CONNECT BRACKET
TO GUARDRAIL POST.**

PART #	DESCRIPTION	
	NOTE: All part numbers listed are VEFR; those containing exposed material are UV coated items.	
5030010	Post Kit Side Mount	1 ea. Round Tube Horizontal Post
		Saddle Connector
		1/4" x 1-1/2" Bolt, 1/4" Washer
		1 ea. #10 x 1" Hex Washer Head Self Tap Screw
		1/4"-20 Rivnut 18-8 SS; 2 ea. Rivets 18-8 SS
5070010	Post Kit Removable Embed to Concrete	1 ea. Round Tube Removable Horizontal Intermediate Post
		Saddle Connector
		1/4" x 1-1/2" Bolt
		1 ea. #10 x 1" Hex Washer Head Self Tap Screw
		1/4"-20 Rivnut 18-8 SS; 2 ea. Rivets 18-8 SS
5082010	Post Kit Top Mount w/ FRP Stanchion Base	1 ea. Round Tube Horizontal Intermediate Post
		1 ea. Stanchion Base FRP
		Saddle Connector
		1/4" x 1-1/2" Bolt
		1 ea. #10 x 1" Hex Washer Head Self Tap Screw
5080010	Post Kit (SS Base)	1/4"-20 Rivnut 18-8 SS; 2 ea. Rivets 18-8 SS
		1 ea. Round Tube Horizontal Intermediate Post
		1 ea. Stanchion Base 316 SS
		2 ea. 1/2" x 3" Bolts; 1/4" x 1-1/2" Bolt
		Saddle Connector
5105100*	Kickplate	1 ea. #10 x 1" Hex Washer Head Self Tap Screw
		1/4"-20 Rivnut 18-8 SS; 2 ea. Rivets 18-8 SS
		1 ea. Round Tube Horizontal Intermediate Post
		1 ea. Stanchion Base 316 SS
		2 ea. 1/2" x 3" Bolts; 1/4" x 1-1/2" Bolt
516601.1*	Kickplate Splice Kit	Saddle Connector
		1 ea. #10 x 1" Hex Washer Head Self Tap Screw
		1/4"-20 Rivnut 18-8 SS; 2 ea. Rivets 18-8 SS
		1 ea. Round Tube Horizontal Intermediate Post
		1 ea. Stanchion Base 316 SS
516701.1*	Kickplate Splice Kit 90°	2 ea. 1/2" x 3" Bolts; 1/4" x 1-1/2" Bolt
		Saddle Connector
		1 ea. #10 x 1" Hex Washer Head Self Tap Screw
		1/4"-20 Rivnut 18-8 SS; 2 ea. Rivets 18-8 SS
		1 ea. Round Tube Horizontal Intermediate Post
503115.1	End Post Connector Kit	9/16" Deep x 4" High x 1/8" Thick x 24' Long
		1 ea. Splice 1-3/4" x 4" x 3/16"
		2 ea. 1/4" x 1" x Socket Round Head Bolts, Nuts and Washers
		1 ea. Splice 2-1/8" x 1-1/8" x 3/16"
		2 ea. 1/4" x 1" x Socket Round Head Bolts, Nuts and Washers
503114.1	Post to Mid Rail Connector Kit	Saddle Connector
		1 ea. 1/4" x 2-3/4" Flat Head Machine Screw, 1/4" Washer, 1/4" Lock-nut
		2 ea. 1/8" Rivets
		2 ea. Saddle Connectors
		1 ea. 1/4" x 3-1/2" Hex Head Bolt, 2 ea. 1/4" Washer
503113.1	Post to Top Rail Connector Kit	1 ea. 1/4" Lock-nut; 4 ea. 1/8" Rivets
		Saddle Connector
		1 ea. 1/4" x 1" Hex Head Bolt, 1/4" Washer, 1/4" Rivnut
		2 ea. 1/8" Rivets
		1 ea. 1.9" O.D. Round Tube Spacer (1-1/2" Finger Clearance)
503116.1	Handrail Bracket to Post Kit (1-1/2" Finger Clearance)	2 ea. #14 x 1" Self Tap Screw
		SS Handrail Bracket
		1 ea. 3/8" x 4-1/2" Hex Head Bolt & 3/8" Lock-nut; 2 ea. 3/8" Washers
		1 ea. 1.9" O.D. Round Tube Spacer (2-1/4" Finger Clearance)
		2 ea. #14 x 1" Self Tap Screw
503117.1	Handrail Bracket to Post Kit (2-1/4" Finger Clearance)	SS Handrail Bracket
		1 ea. 3/8" x 4-1/2" Hex Head Bolt & 3/8" Lock-nut; 2 ea. 3/8" Washers
		2 ea. Adjustable from 39° to 180° Rail Splices
		8 ea. Rivets 18-8 SS
		2 ea. Fixed 90° Rail Splices
506510	Adjustable Splice Kit	8 ea. Rivets 18-8 SS
		2 ea. Fixed 90° Rail Splices
		8 ea. Rivets 18-8 SS
		2 ea. Splice 1.9" O.D. Round Tube
		8 ea. Rivets 18-8 SS
503123.1	90° Fixed Splice Kit	2 ea. Splice 1.9" O.D. Round Tube
		8 ea. Rivets 18-8 SS
		2 ea. Fixed 90° Rail Splices
		8 ea. Rivets 18-8 SS
		2 ea. Splice 1.9" O.D. Round Tube
506100	In-Line Splice Kit	8 ea. Rivets 18-8 SS
		2 ea. Fixed 90° Rail Splices
		8 ea. Rivets 18-8 SS
		2 ea. Splice 1.9" O.D. Round Tube
		8 ea. Rivets 18-8 SS
5001010	Rail	1.9" O.D. x 1.5" I.D. x 20' Long Yellow Round Tube
792614	Adjustable Rail Splice	1 ea. Adjustable from 39° to 180°
7926130	90° Rail Splice	1 ea. Fixed 90° Handrail Connector
509105	In-Line Rail Splice	In-Line Splice Round 10"
7926150	End Cap	Round Guardrail End Cap
794509	Handrail Bracket	316 SS Handrail Bracket for 1.9" O.D. Post
5083310	Spacer (1-1/2" F.C.)	1 ea. 1.9" O.D. HR Bracket Spacer (1-1/2" Finger Clearance)
5083320	Spacer (2-1/4" F.C.)	1 ea. 1.9" O.D. HR Bracket Spacer (2-1/4" Finger Clearance)
7926120	Saddle Connector	Saddle Connector for Round Guardrail
5082310	Open Saddle	Open Saddle for Round Guardrail
792610	Riv. Nut Install Tool	Rivet Nut Installation Tool
*Kickplate Assembly PN's are the UV coated VEFR counterparts to the PN's used for the square tube system.		
Bonding material should be ordered with each shipment of railing material.		
Order 1 kit (# 549100) for every 15 posts		
SI Conversions: inch = 25.4 mm 1 foot = .305 m 1 mm = .0394 inches 1 meter = 3.28 feet		

Dynarail FRP Safety Ladders

The innovative Dynarail® fiberglass reinforced plastic (FRP) safety ladder and cage system meets or exceeds OSHA requirements. Dynarail cage components are shipped in compact kit form - not large, bulky units prone to damage. The safety cage is ready for field assembly with predrilled hoops for fast and easy attachment to the ladder and vertical safety bars.

Ladders are stocked in standard heights of 8', 10', 12', 14', 16', 18', 20' and 24' and are available in taller heights using splice kits. Ladders may be ordered with or without safety cage kits.

Safety features are built-in from the ground up. Special clip angles have been developed to securely anchor the ladder. Intermediate stand-off brackets laterally stabilize the ladder to the supporting structure on 6' centers. Ladder rungs include heavily serrated flutes for slip resistant footholds.



Technical Data (Except where noted, all materials are yellow vinyl ester, fire retardant - VEFR)

LADDER:

Maximum length without splice	24'-0"	Outside Diameter of rung	1-1/4"
Clear inside width (inside rail to rail)	18"	Inside Diameter of rung	3/4"
Outside width (outside rail to rail)	21-1/2"	Rail - outside width	1-3/4"
Rung Spacing (center to center)	12"	Rail - wall thickness	1/4"
		Weight per foot (approximately)	3.0 lbs.

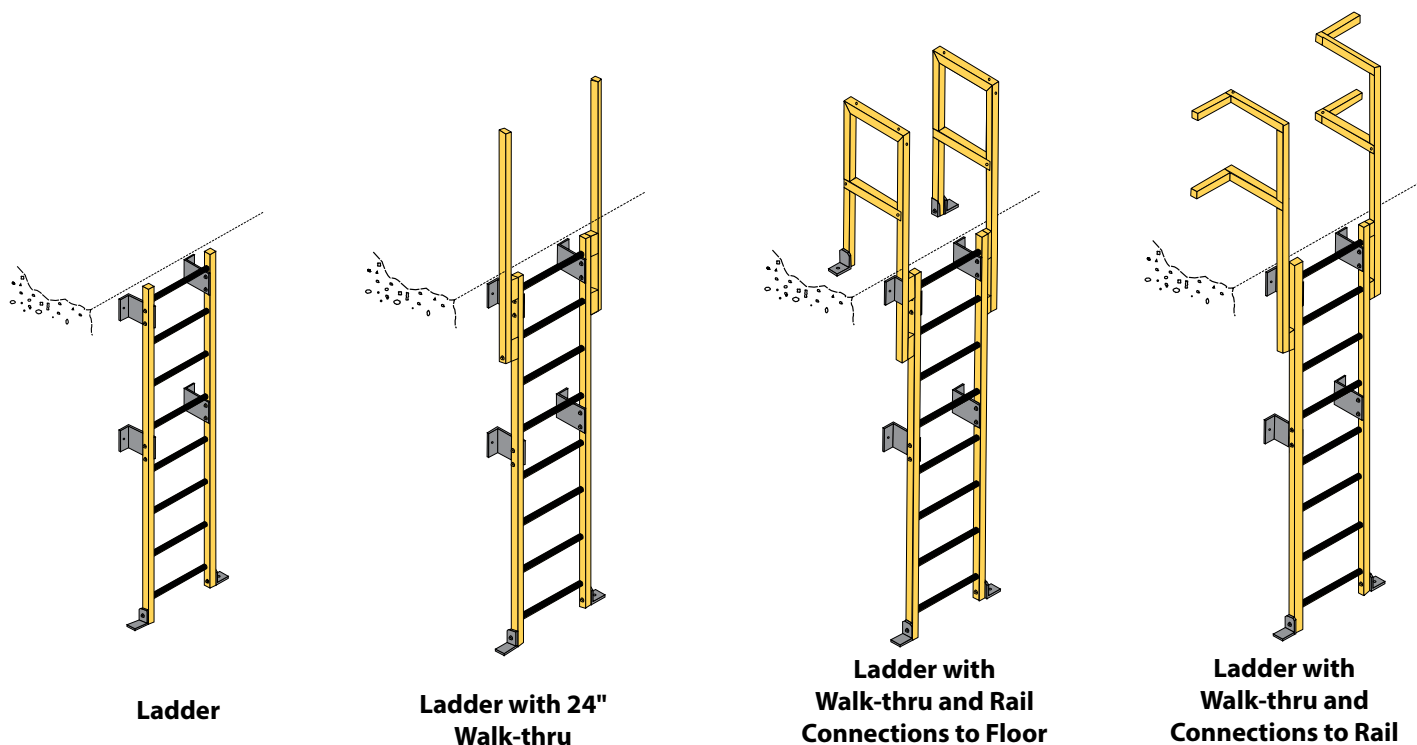
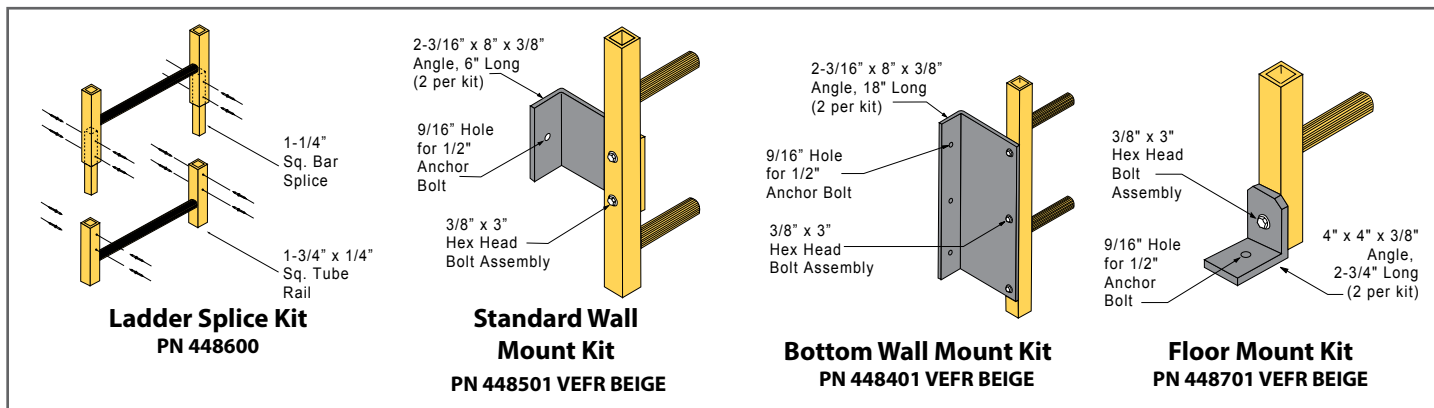
CAGE:

Product	Description
Standard Hoop Kit (PN 448200)	27" from center line of ladder rung to inside of hoop 3" wide x 1/4" thick hand layout Predrilled holes <i>(with necessary bolt assemblies)</i>
Bottom Hoop Kit (PN 448000)	31" from center line of ladder rung to inside of hoop 3" wide x 1/4" thick hand layout Predrilled holes <i>(with necessary bolt assemblies)</i>
Hoop Brackets (Included with hoop kits)	1/4" thick, "U" shaped hand layout Predrilled holes <i>(with necessary bolt assemblies)</i>
Vertical I-Bars (PN 446211 - 10 ft; PN 446210 - 20 ft)	I-Bar, 1-1/2" deep x 5/8" flange x 1/8" thick
Bottom Wall Mount Bracket Kit* (PN 448400 ISOFR Dk Gray, PN 448401 VEFR Beige) <i>Required when ladder cannot be floor mounted</i>	2-3/16" x 8" x 3/8" angle, 18" long Two per set <i>(with necessary bolt assemblies)</i>
Wall Mount Bracket Kit* (PN 448500 ISOFR Dk Gray, PN 448501 VEFR Beige)	2-3/16" x 8" x 3/8" angle, 6" long 7" from wall to center of rung Two per set <i>(with necessary bolt assemblies)</i>
Floor Mount Clip Kit* (PN 448700 ISOFR Dk Gray, PN 448701 VEFR Beige)	4" x 4" x 3/8" angle, 2-3/4" long Two per set <i>(with necessary bolt assemblies)</i>

***NOTE:** Wall mount brackets and floor mount clips are predrilled with 9/16" diameter holes for 1/2" diameter anchor bolts only. **Anchor bolts not included.**

Dynarail® FRP Safety Ladders

Assembly & Mounting Details





City Council Agenda Bill

Meeting Date: 11/6/18

Agenda Item: 5g

Subject: AMC Section 2.32.020 addition to provide option for health insurance coverage for City Councilmembers

Staff Contact: Emily Schuh, Administrative Services Director

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

Action Type	
X	Ordinance No. 3029
Yes	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: The City Council reviewed the draft ordinance on [November 5, 2018](#) and requested that the ordinance be placed on the Consent Agenda of an upcoming meeting. This ordinance provides an option for Council members to participate in the City's medical insurance program at the same level and City contribution as non-represented part time employees and consistent with the insurance provider's (currently AWC Benefit Trust) underwriting requirements.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move to approve Ordinance 3029 adding Section 2.32.020 to the Anacortes Municipal Code providing for health insurance for City Councilmembers.

Alternative Actions: N/A

Attachments (listed in order presented): Slide Presentation, Ordinance 3029

Ordinance No. 3029

An Ordinance of the City of Anacortes, Washington providing for health insurance for City Councilmembers, adding Section 2.32.020 to the Anacortes Municipal Code

Whereas the City provides health insurance benefits to City staff, with coverage levels varying based on employment status and hours work; and

Whereas the City currently does not provide health insurance coverage to City Councilmembers; and

Whereas the City desires to provide the option to extend medical insurance coverage to City Councilmembers in a manner that is consistent with coverage provided for City employees;

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

Section 1. **AMC Section 2.32.020.** A new Section 2.32.020 shall be added to Chapter 2.32 of the Anacortes Municipal Code as follows:

The City may provide medical insurance benefits to City Councilmembers, provided that applicable policies and underwriting rules are satisfied as defined by the health benefits provider for the City. Health insurance benefits under this section shall be provided at the same levels and premium payments provided to non represented regular part-time employees.

Section 2. **Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

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

PASSED and APPROVED this ____ day of _____, 2018.

CITY OF ANACORTES:

Laurie Gere, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney



Elected Officials

Health Insurance Benefits
AMC Code Update
Ordinance 3029

Considerations

- ▶ Compensation
- ▶ Underwriting Rules (Association of WA Cities Benefit Trust)
- ▶ Cost
- ▶ Coverage Options
- ▶ Codification



Health Benefits are no longer considered additional compensation

- ▶ RCW 41.04.190
Hospitalization and medical aid for county, municipal and other political subdivision employees or elected officials -- Cost not additional compensation -
- Disbursement.
- ▶ The cost of a policy or plan to a public agency or body is not additional compensation to the employees or elected officials covered thereby. The elected officials to whom this section applies include but are not limited to commissioners elected under chapters [28A.315](#), [52.14](#), [53.12](#), [54.12](#), [57.12](#), [70.44](#), and [87.03](#) RCW, as well as any county elected officials who are provided insurance coverage under RCW [41.04.180](#), and city officials elected under chapters [35.17](#), [35.22](#), [35.23](#), [35.27](#), [35A.12](#), and [35A.13](#) RCW. Any officer authorized to disburse such funds may pay in whole or in part to an insurance carrier or health care service contractor the amount of the premiums due under the contract.
- ▶ [2007 c 42 § 1; 1996 c 230 § 1610; 1992 c 146 § 13; 1983 1st ex.s. c 37 § 1; 1965 c 57 § 2; 1963 c 75 § 2.]

Proposed AMC update

AMC Section 2.32.020. The City may provide medical insurance benefits to City Councilmembers, provided that applicable policies and underwriting rules are satisfied as defined by the health benefits provider for the City. Health insurance benefits under this section shall be provided at the same levels and premium payments provided to non represented regular part-time employees.

AWC Elected official benefit participation criteria

Key Points

- ▶ *For a city to offer medical coverage, 50% of all elected officials must be enrolled on a Trust-sponsored plan.* For example, if a city has a mayor and seven council members, at least four individuals must enroll in the medical program. There is no contribution requirement, the city can choose to pay 0-100% of premium. With regard to all other benefit programs, the established participation levels and contribution requirements will be applicable.

AWC Elected official benefit participation criteria

Key Points

- ▶ Should participation by the elected officials group drop below the minimum enrollment levels for elected officials during the year, coverage for all officials will be terminated the first of the month following non-compliance (this is not considered a COBRA qualifying event).

Discussion

- ▶ What benefit amount ought to be paid for by the the City?
 - ▶ Non represented part time employees 50-74% FTE are eligible for $\frac{1}{2}$ of the employee only medical insurance premiums of the lowest cost plan offered by the City.

2019 monthly rates for medical plans offered to City employees

*50% of the lesser cost plan

AWC HealthFirst® 250

	2019 rate	2019 WellCity rate
Active employee	758.40	743.23
Spouse	764.76	749.46
First dependent	376.74	369.21
Second dependent	311.46	305.23

Kaiser Permanente Access PPO

	2019 rate	2019 WellCity rate
Active employee	623.54	611.07
Spouse	613.54	601.27
First dependent	312.96	306.70
Second dependent	312.96	306.70

Proposed AMC update

AMC Section 2.32.020. The City may provide medical insurance benefits to City Councilmembers, provided that applicable policies and underwriting rules are satisfied as defined by the health benefits provider for the City. Health insurance benefits under this section shall be provided at the same levels and premium payments provided to non represented regular part-time employees.

Questions?





City Council Agenda Bill

Meeting Date: 11/19/2018

Agenda Item: 7a

Subject: Property Tax 1% increase resolution

Staff Contact: Finance Director Steve Hoglund

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

Action Type	
	Ordinance No.
	Code Revision?
x	Resolution No. 2025
	Contract
x	Public Hearing
	Staff Report

Summary Statement: City Council can increase the City's property tax levy by 1% annually through authorization by resolution.

Background: The City Council opened a public hearing on revenues sources, including a 1% property tax increase, on October 8, 2018. The draft budget for 2019/2020 includes a 1% property tax increase in the revenue projections. If the property tax increase is not authorized, revenues projections will be edited to remove the increase and reliance on cash reserves will be increased to make up the difference. The original levy is \$5,038,278; a 1% increase is \$50,383. The impact to an average homeowner in the City of Anacortes is roughly \$5.74 annually.

Budget Impact	
Amount Budgeted	\$5,108,661
Budget Account (BARS)	Multiple
Proposed Expenditure	
Budget Amendment Required?	
Revenue Source	Property Taxes

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Public hearing opened on revenue sources [10/8/18](#), additional budget discussions on [10/22/18](#), [11/5/18](#).

Competing Viewpoints Considered: Council has the ability to keep property taxes lower by not taking the 1% property tax increase, and should not increase the property tax levy by 1%.

Recommended Motion: I move to adopt Resolution 2025 to increase the property tax increase by 1% for 2019.

Alternative Actions: Do not adopt Resolution 2025, keep the current property tax levy.

Attachments (listed in order presented): Resolution 2025

RESOLUTION NO. 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES,
SETTING THE CITY'S YEAR 2019 PROPERTY TAX REGULAR LEVY INCREASE

WHEREAS, the City Council of the City of Anacortes attest that the population of the City of Anacortes is more than ten thousand; and

WHEREAS, the City Council had properly given notice of the public hearing held November 5, 2018, to consider the City's current expense budget for the 2019/2020 biennial budget period, pursuant to RCW 84.55.120; and

WHEREAS, the City Council, after hearing and after duly considering all relevant evidence and testimony presented, has determined that the City of Anacortes requires an increase in property tax revenue from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in value of state-assessed property, in order to discharge the expected expenses and obligations of the City and in its best interest; now therefore, be it

RESOLVED, BY THE City Council of the City of Anacortes that an increase in the regular property tax levy, in addition to any amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, is hereby authorized for the 2019 levy in the amount of \$50,383, which is a percentage increase of one percent (1%) from the previous year.

ADOPTED, at the regular meeting of the City Council of the City of Anacortes, this 19th day of November 2018, by a majority of the members.

City of Anacortes, Washington

BY: _____
Laurie Gere, Mayor

ATTEST:

Steven D. Hoglund, City Clerk

Hunt, Marcia

From: Adams, Brad
Sent: Monday, November 19, 2018 10:10 AM
To: Gere, Laurie
Cc: Hunt, Marcia; Pankey, Annette; Miller, Matt
Subject: Fw: ANACORTES 2019-2020 BUDGET STAFFING CONCERNS

Hello Mayor,

I think it would be a good idea to have a copy of Matt's comments provided to all Councilmembers for easy reference during tonight's discussion.

If this is acceptable, can Marcia print these and have them available?

Thanks,

Brad

From: Miller, Matt
Sent: Friday, November 16, 2018 4:43 PM
To: Adams, Brad; Johnson, Eric; Walters, Ryan (Anacortes City Council)
Cc: Gere, Laurie
Subject: ANACORTES 2019-2020 BUDGET STAFFING CONCERNS

Finance Committee,

Sending this to you all, copied the Mayor, as my concerns are related to fiscal sustainability of budget, and in my view the "light" justification of a couple of the 12 proposed FTEs.

I will be traveling to the east coast Monday, and will not be able to attend the 19 Nov. Council meeting. Brad, if you are willing to summarize my concerns or just enter into the record/discussion it would be appreciated!

Anacortes Budget 2019-2020 – Staffing

My number one concern when it comes to budget, like many on this and other City Councils, is long term fiscal sustainability. First, we have our hands tied with 4 FTE FF/Medics that we must hire, but the good news there, at least it was on our goal list. I think we have also agreed on 4 FTEs for Fiber. Many years experience with government budgets consistently tells us the biggest threat to long term fiscal sustainability is ever increasing labor costs. With that in mind, and the one dozen FTE's proposed, I am VERY opposed to 2 of the proposed FTEs, possibly opposed (less so) to the 1 FTE (Sanitation Worker) and interested in more information on PW Fleet Management Position for the 2019-2020 budget:

1) **Administrative Services “HR Manager.”** Certainly agree with Mayor that our current Administrative Services Director is an outstanding asset to the City and works very hard in her position on a wide variety of subjects. This is typical for any Administrative services position in any large government organization, supporting the administrative needs of all of the departments, often assisting the chief executive providing direction/guidance to departments and Ms. Schuh is compensated for her service to Anacortes. Additionally, the City already employs a full time “HR Generalist” so why an “HR Manager” as well?

The argument that this position is also needed to implement the Fiber project falls even shorter, as most on the Council have tentatively agreed to hire 4 FTEs (at least for one year) to serve 300-1000 new Fiber customers. As any private business would know, this is a very fortunate ratio of employees to customers,

especially for a start up. Most organizations (that aren't using other people's money) would see no better motivation for those 4 Fiber FTEs to keep their jobs after one year – than to build a successful network and maintain a long term retail Fiber customer base. It would be as though their jobs depended on it – because their jobs will depend on the success of Anacortes Fiber to the homes and businesses.

2) **PW Engineering Tech I.** This is a simple math problem for me, which does not add up well for the citizens that supported the TBD .2% tax increase. PW has not presented significant enough justification beyond "we need this management position because of the additional \$700,000 in overlay funding from sales tax." Unfortunately, this \$100,000 FTE, per year, will come directly off the top line of our overlay funding, unlike in previous years. While I certainly understand the theory, more \$\$ means more management, this is not always the case, even with overlay projects. For example if there were only 2 major overlay projects in one year with our new \$1.8million, would you really need an additional manager? This might be true if you had 10 projects in one year.

Two paths forward for me: 1) Lay before council and the public 2019-2020 – number and where are overlay projects and rough cost estimates and/or 2) build additional management cost into the specific project bids as some projects will obviously cost more than others to manage, I believe this is not an unusual practice in construction bidding.

3) **PW Sanitation Worker.** I would like to see at least some reports of Solid Waste not being able to "complete their routes" – I have received zero complaints from constituents.

4) **PW Fleet Management Mech.** How much in \$\$ and time for repairs are we outsourcing (pick a recent year)? Would this be a typical FTE cost at 100K (Salary and benefits) or perhaps closer to \$60K? This could be worth a plus up.

Best/Matt

Councilmember Matt Miller

Position 4

Cell: 360-840-3447

Email: mattm@cityofanacortes.org

Incoming and outgoing emails with the City of Anacortes may be subject to public disclosure and/or records retention requirements



2019-2020 Biennium Budget Review

- Review of New Positions and Consultant Usage
- Follow-up on City Council questions from prior meetings
 - Senior Center roof, code enforcement
 - EDASC
 - Outside Counsel
 - Solid Waste
- Funding options

Summary of New Position requests

Position	FTE	2019	2020	Rationale
Admin Support	0.8	X	X	\$30k/yr. wages offset by the ASAC Foundation. Employee to transition to City employment providing access to City benefits.
HR/Labor Relations Manager	1	X	X	Restructuring of Admin Services Dept with addition of municipal fiber and IT departments
FF/PM	4	X	X	City hiring 4 FF/PM following dissolution of Central Valley Ambulance Authority.
4 Positions	4	X	X	Fiber Manager, Network engineer, Customer Service Representative; Fiber optic Field Technician
Police Officer	1		X	Police staffing levels have remained stable over past 10 years while City population has grown. Expectations on staff continue to increase with implementation of new laws and regulations.
Engineering Tech I	1	X	X	TBD 2/10 of 1% sales tax revenue will fund this position. Position will focus on transportation project management. Position will not be hired until 2nd quarter 2019.
Engineering Tech I	1	X	X	Wages will be paid for by impact fees allowing additional work to be completed in house rather than through the use of a consultant. Position will not be hired until 2nd quarter 2019.
Equipment Mechanic	1	X	X	Fleet has grown. Staff are deferring fleet maintenance issues to allow staff to work on repairs that need to be made immediately. Hiring an additional staff member will reduce the work that is outsourced.
Sanitation Worker	1	X	X	Department reduced size of staff when moved to automated trucks. Have since added drop box service. Staff are not able to complete the routes utilizing current staffing.

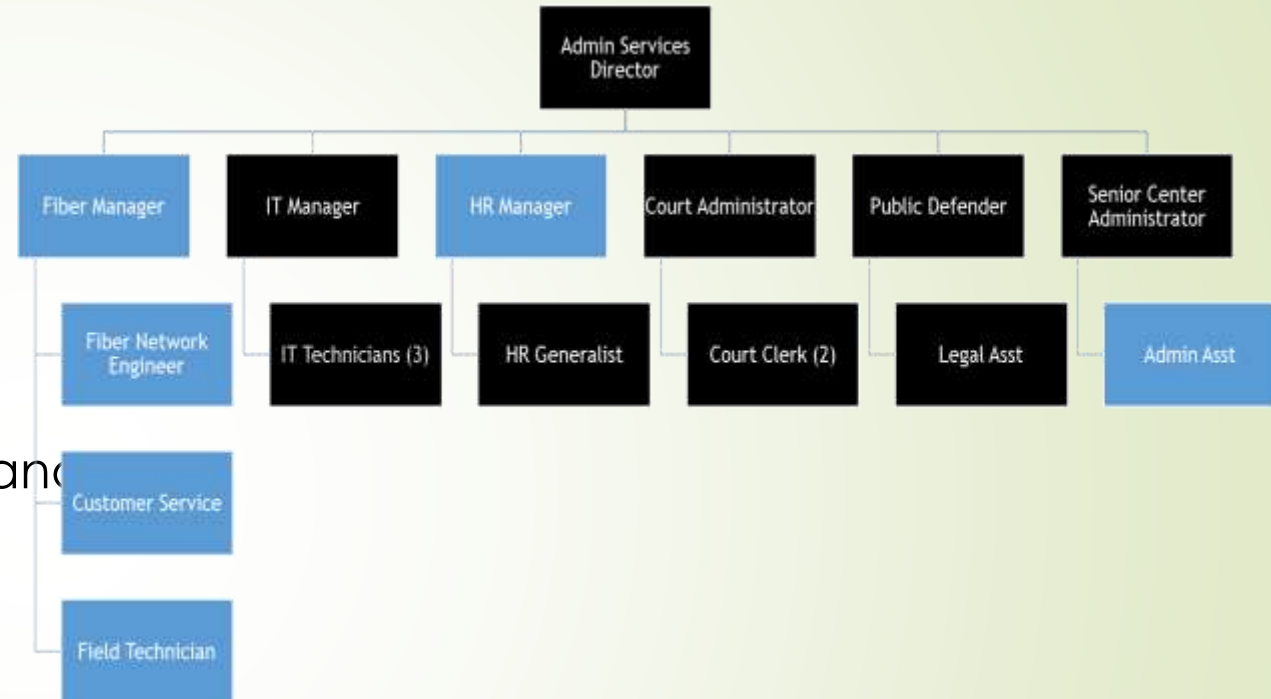
Public Works New Positions

- Fleet Mgt Mechanic not included in draft budget, \$96,000 in additional cost annually
- Engineering Technician (Transportation Benefit Tax 0.2% sales tax funding)
- Engineering Technician (Impact Fees)
- GIS (\$40k/yr allocated to assist with data entry into Cartegraph system and mapping.) Request reevaluate during midbiennium review.



Admin Services New Positions

- Municipal Fiber
 - Fiber Manager
 - Network Engineer
 - Customer Service Representative
 - Fiber optic Technician
- Human Resources Labor Relations/HR Manager
 - Personnel Policy management
 - Changing Employment Laws
 - Collective Bargaining
 - Employee Relations
 - Health & Welfare Benefit Management
- Senior Center Admin Asst
 - Primarily funded by ASAC Foundation



Summary of Consultant Funding

Consultant	Position	Rationale			
Community Planning & Economic Development	Economic Development & Code Update	\$77K in 2019 and \$55k in 2020 in economic dev't. \$100k for code updates for completion of the Critical Areas Ordinance update in 2019. Work with then transition to Sub Area Plan and Shoreline Master Plan Update.			
Fire	Emergency Manager	\$50k per year allocation. Consultant will develop, implement and coordinate the City's emergency management program and training.			
PW-Engineering	GIS	\$40k/yr allocated to assist with data entry into Cartegraph system and mapping.			

Consultants support Planning, Community Economic Dev't Dept

- Increase in PCED Professional Services for Critical Areas Regulation Update \$75,000 currently budgeted.
 - \$20,000 for Critical Areas Ordinance (CAO)
 - \$30,000 for Shoreline Master Plan update
 - \$25,000 Sub Area Planning / Downtown Parking Study
 - **REQUEST** An additional \$25,000 to contract out CAO project to ensure completion within 2019
- Economic Development budget is \$77k in 2019 and \$55k in 2020

Line Item Specific Follow up

- **Senior Center Roof** - \$90,000 currently budgeted for composition roof, seeking an additional \$60,000 for metal roof and necessary repairs.
 - Additional funding has been added out of REET 1 cash reserves.
- Is existing **Code Enforcement** budget of \$5,000 annually reasonable?
 - Staff reviewed existing requirements and determined \$5,000 for code enforcement is sufficient.

Police Budget change following Council discussion

- Additional Police Officer budgeted for in 2020
 - Ratio of police officer to City population has remained constant
 - 1.5 officers per 1000 residents since mid 1980's
 - Level of service expectations has increased
- Increased calls relating to mental health issues require additional time and resources

EDASC CONTRACT

- 2018 Agreement, \$20,500 annual dues, payable in 2 installments.
- Skagit County no longer provides \$7200 subsidy for EDASC dues. Subsidy ended in 2017.
- EDASC responsibilities:

1. Continue to proactively market the City of Anacortes to potential businesses and industry to facilitate business recruitment including small businesses.
2. Work with the city and local businesses on retention, expansion and tourism development within Anacortes.
3. EDASC will provide quarterly reports describing activities undertaken in the City of Anacortes.
4. Provide ongoing, confidential business counseling and technical assistance to businesses in order to create and retain jobs.

EDASC
Membership not
budgeted in 2019.
In lieu of EDASC
membership, the
City recommends
utilizing consulting
services for
economic
development.

Outside Counsel expenditures YTD

- Foster Pepper - \$ 39,780 Specialized legal expertise
- Summit Law – \$18,807 Labor Relations (20k budgeted)
- Prosecuting Attorney and Public Defender Conflict Attorney expenses not included

Solid Waste Update

- Waste Management may request re-opening the recycling contract
 - Recycling market has shifted resulting in more cost to process recyclables.
 - A contract adjustment has not been factored into the draft budget.
 - Once impacts are known changes can be introduced through budget amendments.
- Not included in budget. Additional policy level discussion necessary.

Solid Waste Update

- 
- Skagit County Solid Waste division implementing rate increase in mid 2019.
 - Cost changes unknown at this point, and can be introduced through budget amendments.
 - Not included in budget. Additional policy level discussion necessary.
 - Solid Waste presentation planned in Dec 2018

Potential Revenue Sources

- One time use of cash reserves
- Increase of utility tax
- Change City Code to allow utility tax assessment against municipal water customers.
- Targeted reduction of discretionary budgets.
- Across the board reduction of discretionary budgets.



City Council Agenda Bill

Meeting Date: 11/19/2018

Agenda Item: 8a

Subject: 2019/2020 Biennial Budget

Staff Contact: Steve Hoglund

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

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

Summary Statement: Continued discussion to address Council questions that arose during prior budget meetings.

Background: The City Council began budget discussions on October 8, 2018 when the Mayor presented her budget message, opened the public hearing on revenue sources, and initiated discussion of the Public Works budget. Since then Council has reviewed budgets for the rest of the City departments, opened the public hearing on the biennial budget, and continued discussion of the biennial budget at subsequent Council meetings.

Budget Impact	
Amount Budgeted	2019: \$64,669,631 2020: \$69,972,583
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Public hearing opened on revenue sources [10/8/18](#), opened public hearing on biennial budget on [11/5/18](#), had additional budget discussions on [10/22/18](#) and [11/5/18](#).

Competing Viewpoints Considered: N/A

Recommended Motion: N/A, discussion only

Alternative Actions: N/A

Attachments (listed in order presented): Powerpoint slides, FTE supporting memos from Public Works



2019-2020 Biennium Budget Review

- Review of New Positions and Consultant Usage
- Follow-up on City Council questions from prior meetings
 - Senior Center roof, code enforcement
 - EDASC
 - Outside Counsel
 - Solid Waste
- Funding options

Summary of New Position requests

Position	FTE	2019	2020	Rationale
Admin Support	0.8	X	X	\$30k/yr. wages offset by the ASAC Foundation. Employee to transition to City employment providing access to City benefits.
HR/Labor Relations Manager	1	X	X	Restructuring of Admin Services Dept with addition of municipal fiber and IT departments
FF/PM	4	X	X	City hiring 4 FF/PM following dissolution of Central Valley Ambulance Authority.
4 Positions	3	X	X	Fiber Manager, Network engineer, Customer Service Representative; Fiber optic Field Technician
Police Officer	1		X	Police staffing levels have remained stable over past 10 years while City population has grown. Expectations on staff continue to increase with implementation of new laws and regulations.
Engineering Tech I	1	X	X	TBD 2/10 of 1% sales tax revenue will fund this position. Position will focus on transportation project management. Position will not be hired until 2nd quarter 2019.
Engineering Tech I	1	X	X	Wages will be paid for by impact fees allowing additional work to be completed in house rather than through the use of a consultant. Position will not be hired until 2nd quarter 2019.
Equipment Mechanic	1	X	X	Fleet has grown. Staff are deferring fleet maintenance issues to allow staff to work on repairs that need to be made immediately. Hiring an additional staff member will reduce the work that is outsourced.
Sanitation Worker	1	X	X	Department reduced size of staff when moved to automated trucks. Have since added drop box service. Staff are not able to complete the routes utilizing current staffing.

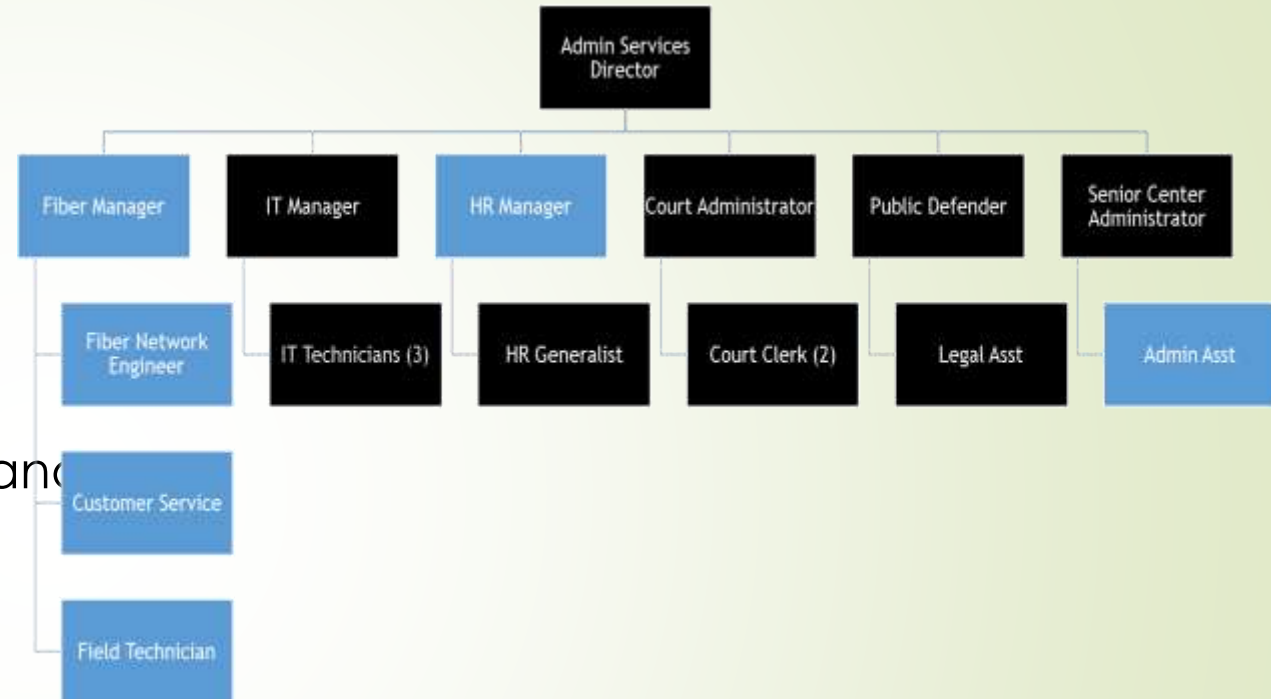
Public Works New Positions

- Fleet Mgt Mechanic not included in draft budget, \$96,000 in additional cost annually
- Engineering Technician (Transportation Benefit Tax 0.2% sales tax funding)
- Engineering Technician (Impact Fees)
- GIS (\$40k/yr allocated to assist with data entry into Cartegraph system and mapping.) Request reevaluate during midbiennium review.



Admin Services New Positions

- Municipal Fiber
 - Fiber Manager
 - Network Engineer
 - Customer Service Representative
 - Fiber optic Technician
- Human Resources Labor Relations/HR Manager
 - Personnel Policy management
 - Changing Employment Laws
 - Collective Bargaining
 - Employee Relations
 - Health & Welfare Benefit Management
- Senior Center Admin Asst
 - Primarily funded by ASAC Foundation



Summary of Consultant Funding

Consultant	Position	Rationale			
Community Planning & Economic Development	Economic Development & Code Update	\$77K in 2019 and \$55k in 2020 in economic dev't. \$100k for code updates for completion of the Critical Areas Ordinance update in 2019. Work with then transition to Sub Area Plan and Shoreline Master Plan Update.			
Fire	Emergency Manager	\$50k per year allocation. Consultant will develop, implement and coordinate the City's emergency management program and training.			
PW-Engineering	GIS	\$40k/yr allocated to assist with data entry into Cartegraph system and mapping.			

Consultants support Planning, Community Economic Dev't Dept

- Increase in PCED Professional Services for Critical Areas Regulation Update \$75,000 currently budgeted.
 - \$20,000 for Critical Areas Ordinance (CAO)
 - \$30,000 for Shoreline Master Plan update
 - \$25,000 Sub Area Planning / Downtown Parking Study
 - **REQUEST** An additional \$25,000 to contract out CAO project to ensure completion within 2019
- Economic Development budget is \$77k in 2019 and \$55k in 2020

Line Item Specific Follow up

- **Senior Center Roof** - \$90,000 currently budgeted for composition roof, seeking an additional \$60,000 for metal roof and necessary repairs.
 - Additional funding has been added out of REET 1 cash reserves.
- Is existing **Code Enforcement** budget of \$5,000 annually reasonable?
 - Staff reviewed existing requirements and determined \$5,000 for code enforcement is sufficient.

Police Budget change following Council discussion

- Additional Police Officer budgeted for in 2020
 - Ratio of police officer to City population has remained constant
 - 1.5 officers per 1000 residents since mid 1980's
 - Level of service expectations has increased
- Increased calls relating to mental health issues require additional time and resources

EDASC CONTRACT

- 2018 Agreement, \$20,500 annual dues, payable in 2 installments.
- Skagit County no longer provides \$7200 subsidy for EDASC dues. Subsidy ended in 2017.
- EDASC responsibilities:

1. Continue to proactively market the City of Anacortes to potential businesses and industry to facilitate business recruitment including small businesses.
2. Work with the city and local businesses on retention, expansion and tourism development within Anacortes.
3. EDASC will provide quarterly reports describing activities undertaken in the City of Anacortes.
4. Provide ongoing, confidential business counseling and technical assistance to businesses in order to create and retain jobs.

EDASC
Membership not
budgeted in 2019.
In lieu of EDASC
membership, the
City recommends
utilizing consulting
services for
economic
development.

Outside Counsel expenditures YTD

- Foster Pepper - \$ 39,780 Specialized legal expertise
- Summit Law – \$18,807 Labor Relations (20k budgeted)
- Prosecuting Attorney and Public Defender Conflict Attorney expenses not included

Solid Waste Update

- 
- 
- Waste Management may request re-opening the recycling contract
 - Recycling market has shifted resulting in more cost to process recyclables.
 - A contract adjustment has not been factored into the draft budget.
 - Once impacts are known changes can be introduced through budget amendments.
 - Not included in budget. Additional policy level discussion necessary.

Solid Waste Update

- 
- Skagit County Solid Waste division implementing rate increase in mid 2019.
 - Cost changes unknown at this point, and can be introduced through budget amendments.
 - Not included in budget. Additional policy level discussion necessary.
 - Solid Waste presentation planned in Dec 2018

Potential Revenue Sources

- One time use of cash reserves
- Increase of utility tax
- Change City Code to allow utility tax assessment against municipal water customers.
- Targeted reduction of discretionary budgets.
- Across the board reduction of discretionary budgets.



November 9, 2018
Public Work Director
Engineering Division additional FTE request

The increase in pavement overlay budget from 1.1 million in 2018 to 1.7 million in 2019 will require additional design and construction management effort.

Facts

- Engineering Division staff
 - o City Engineer
 - o Three Capital project [design and construction] project engineers
 - o One development services project engineer
 - o One project inspector

- Average capital maintenance project budget:

Water line replacement retail system	\$1.2 million
Sewer line replacement	\$1.0 million
Storm utility	\$0.3 million
Roadway overlay /maintenance	\$1.1 million
ADA and sidewalk improvements	\$0.3 million
o Total	\$3.9 million

Additional budget from sales tax initiative \$0.6 million

o 2019 Total \$4.5 million

- Street improvement projects in addition to annual maintenance
 - o Intersections/street segments
 - o Grant/Reet funded
 - o [Variable average] 1.0 million
- Each capital project engineer [3] is managing [design to construction] approximately \$1.2 million in projects.
 - o 2019 that average increases to \$1.5 million.
- No industry standard that equates budget to staffing;
 - o However, our experience with the existing workload is that one additional FTE would be necessary to produce quality projects within budget and on time.
- Industry standard for consultant fees average between 20% and 25% of the project cost for design, construction and inspection.
 - o 20% of \$4.5 million \$900,000
 - o Four project engineers \$400,000
 - o Rationale: The cost 4 full time project engineers is less than half of the industry standard cost for consultants.
- Note: 1000 hours of engineering OT/year average---3 year average consultant cost \$150,000

Options

- The bulk of the increase in overlay funds will not be in hand until 2020
 - o Wait until last quarter of 2019 to hire additional project engineer.
- Use consultants to design and construct the portion of the overlay projects each year that exceeds existing staffing abilities.



November 9, 2018
Public Work Director
Engineering Division additional FTE request

Issue: An additional FTE in the Engineering Division would decrease the use of consultants for project design, and would decrease the use of overtime.

Facts

- Current Engineering Division staff
 - o City Engineer
 - o Three Capital project [design and construction] project engineers
 - o One development services project engineer
 - o One project inspector
- Street improvement projects in CFP/2019 2020 Budget

2019 2020 Budget	32 and M	\$960 k	
	SRTS High School Sidewalks	\$100 k	
	San Juan Passage roundabout	\$1.31 M	
6 year CFP additional projects	South Commercial 11 th to 13 th		\$627 K
	Oakes Avenue		\$500 K
	12 th and K Avenue		\$100 K
Totals		\$ 2,370,000	\$1,227,000

- o 1000 hours of engineering OT/year average \$ 40,000
- o 3 year average consultant cost \$150,000

- Anticipated consultant cost for 2019 2020 budget
 - o \$2,370,000 X 20% \$ 474,000
- Anticipated consultant cost for combined 6 year CFP
 - o [2.3M + 1.2M] X 20% \$ 719,400

Request

- One additional FTE in the Engineering division **dedicated to Impact fee/Grant funded projects**,
 - o Approximate **cost of \$100K per year**.
- Reduce the consultant use /cost by 50% in 2019 2020 budget
 - o $\$474k * 50\% = \$237K/2 = \$118.5K$
 - o Approximate **savings \$ 118 K per year**
- Reduce Engineering over time by 50%
 - o $\$40 k / 2 = \$20 K$
 - o Approximate **savings \$ 20 k**

Net savings \$38K per year

Options

- Use consultants to design and construct the portion of the capital projects each year that exceeds existing staffing abilities.



November 8, 2018

Fleet services staff request, 1 FTE mechanic

Facts

- Currently extending service levels past manufacture recommendations
- Currently discontinuing all service on some small equipment
- 30-40 items in need of repair dating back 5 months.
- 75 items due or past due for routine service dating back 5 months.
- National Fire Protection [NFPA] standards on emergency generators are not being met
 - o [Batteries, belts, hoses, coolant etc.]
- Same staffing level as 1992
 - o 1992 3 mechanics
 - o Current 2 mechanics 1 supervisor
- Fleet size has doubled since 1992
- 375 pieces of equipment
- 150 self-propelled [one dump truck is 27 years old]
- Fleet is more complex, technology advancements,
 - o sewer- vactor/jets,
 - o propane fuel systems
 - o Automated solid waste trucks [just reached their half-life],
 - o self-propelled paver,
 - o directional drill,
 - o fire apparatus,
 - o ambulance units,
 - o snow and ice removal equipment,
 - o police vehicles.

Effect

- **Outsource**
- 2018 current annual
 - o **\$24k** generator servicing
 - o **\$3K** Genset fuel cleaning 1 tank [30 tanks in the system]
- 2019 anticipated
 - o 200 light oil changes **\$10K** + transport **\$12K**
 - Outsourcing work requires a drop off/pick up service of 2 city staff
 - o **\$40K** outsource generator work,
 - o Patrol car up fit [3 per year **\$9K**]
- Current overtime costs are currently negligible,
 - o 2 existing mechanics prefer comp time [young families]
 - Reduces available labor hours.
- **Deferred/unmet maintenance costs**
- It costs more to repair a failed piece of equipment than to keep it maintained.
- **\$75K** estimated Generators, fire apparatus, solid waste trucks,

Summary

- Reduce outsourcing saves estimated **\$80K**
- Reduce deferred/ unmet maintenance saves estimated **\$ 75K**



November 9, 2018
Public Work Director
Solid Waste Driver additional FTE request

Facts

- Lack of dedicated Solid Waste relief driver affects the water crew ability to meet maintenance needs.
- The water crew currently provides a relief driver for the solid waste crew. The water crewmember spends approximately 30% of their time assisting the solid waste crew as a relief driver. Equally, the water crew is shorthanded approximately 30% of the time

Current Solid Waste staff levels

- One staff for drop box service
- One staff for commercial dumpsters
- Two staff for residential collection routes.

Solid Waste Driver

- For the 2019/2020 budget cycle, we are asking for a permanent position in solid waste as a relief driver.
- The additional driver would allow us to have a 4-person rotation for the residential routes and the commercial dumpster collection.
- Correctional worker program supervision
- Tote maintenance and delivery

Options

- Adopt a Every other Week collection service
 - o See attachment



November 8, 2018

Solid Waste Every Other Week Service.

Issue: Maintaining current staff level [4 FTE] by implementing collection service every other week

Every Other Week Service (EOW)

We could maintain existing staff levels [4] by implementing every other week collection service for residential solid waste customers.

- Commercial dumpsters and roll off service would remain on a weekly schedule.
- Recycle and yard waste service would remain weekly at the discretion of Waste Management
- **EOW Solid Waste staff levels**
- One staff for drop box service
- One staff for commercial dumpsters
- Two staff for residential collection routes.
 - One staff on route collection
 - One staff for relief driver on all services
 - Drop box, Commercial, Residential
 - Vacation relief,
 - Maintenance,
 - Equipment up keep, Totes
 - Correctional worker program.
- The following is a list of Pros and Cons for EOW service:

Pros	Cons
Reduction in carbon footprint	Tote replacement cost $7000 \times 50 = \$350K$
Reduce wear on alleys and streets, reduces maintenance	Customer uncertainty
May increase recycling	Customer dissatisfaction
Trucks can be scheduled for maintenance and repair the week they are not in service. Allows mechanics to have them longer.	
Reduce fuel costs	
Reduce wear on the trucks	



City Council Agenda Bill

Meeting Date: 11/19/2018

Agenda Item: 8b

Subject: 2019 - 2024 Capital Facilities Plan

Staff Contact: Steve Hoglund

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

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

Summary Statement: Continued discussion on the 2019-2024 Capital Facilities Plan.

Background: The 2019-2024 Capital Facilities Plan was presented to Council on 10/1/18, and a public hearing on the CFP was opened 11/5/18. On 12/10/18 the CFP discussion will continue with Council, and will include a presentation on Fire Impact Fees and their part of the CFP resources.

Budget Impact	
Amount Budgeted	\$119,618,616
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: CFP review on [10/1/18](#), public hearing opened [11/5/18](#)

Competing Viewpoints Considered: N/A

Recommended Motion: N/A, discussion only

Alternative Actions: N/A

Attachments (listed in order presented): CFP departmental summary

DEPARTMENT SUMMARY OF 2019 – 2024 CFP

Summary of Project Expenditures - Department Type	2019	2020	2021	2022	2023	2024	Total
Parks	\$885,000	\$1,100,000	\$1,050,000	\$1,350,000	\$550,000	\$2,750,000	\$7,685,000
General Government	5,175,000	7,685,125	7,015,401	4,505,835	716,420	727,166	25,824,947
Fire	196,992	399,446	789,369	3,824,042	361,554	97,251	5,668,654
Transportation	2,521,000	5,528,714	5,494,066	6,818,250	3,161,000	14,186,600	37,709,630
Water	2,564,385	3,831,000	2,873,000	3,163,000	5,711,000	7,485,000	25,627,385
Wastewater	2,424,000	2,046,000	2,238,000	2,710,000	3,252,000	2,435,000	15,105,000
Stormwater	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
Solid Waste	33,000	33,000	33,000	33,000	33,000	33,000	198,000
	\$14,099,377	\$20,923,285	\$19,792,836	\$22,704,127	\$14,084,974	\$28,014,017	\$119,618,616

Summary of Revenue by Type	2019	2020	2021	2022	2023	2024	Total
Taxes	\$1,128,000	\$1,313,526	\$933,763	\$1,085,437	\$929,477	\$966,900	\$6,357,104
Real Estate Excise Tax	2,126,759	2,195,463	2,731,385	2,805,835	1,920,742	1,927,166	13,707,351
Utility Tax	283,000	283,000	283,000	283,000	283,000	283,000	1,698,000
Impact Fees	20,000	1,308,605	791,371	6,749,610	1,082,227	6,283,951	16,235,763
Grants	600,000	2,457,376	3,193,066	1,200,000	400,000	8,300,000	16,150,442
Rates/User Fees	5,321,385	8,210,000	9,144,000	10,006,000	9,296,000	10,253,000	52,230,385
Developer Contributions	2,550,000	5,000,000	2,500,000	0	0	0	10,050,000
Fund Balance/Reserves	2,070,233	155,316	216,250	574,245	173,528	0	3,189,572
Total Revenues	\$14,099,377	\$20,923,285	\$19,792,836	\$22,704,127	\$14,084,974	\$28,014,017	\$119,618,616

CITY OF ANACORTES PUBLIC WORKS

Skagit River 42" Water Line
Project- Phase 1 Preliminary
Engineering



Essential Services For Our Community

BACKGROUND

- ▶ The City of Anacortes (City) owns and operates an intake pump station (IPS) at the point of withdrawal on the Skagit River that supplies raw water to the City's water treatment plant (WTP) on the opposite side of the river.
- ▶ Currently, a single 42-inch diameter concrete cylinder pipe, buried within the river bed, extends from the IPS to the WTP. This pipe was installed in 1969 and is believed to be in fair condition based on observations of the initial section of the pipe at the IPS and terminal sections of the pipe at the WTP site.
- ▶ The condition of the segment buried under the river is not known

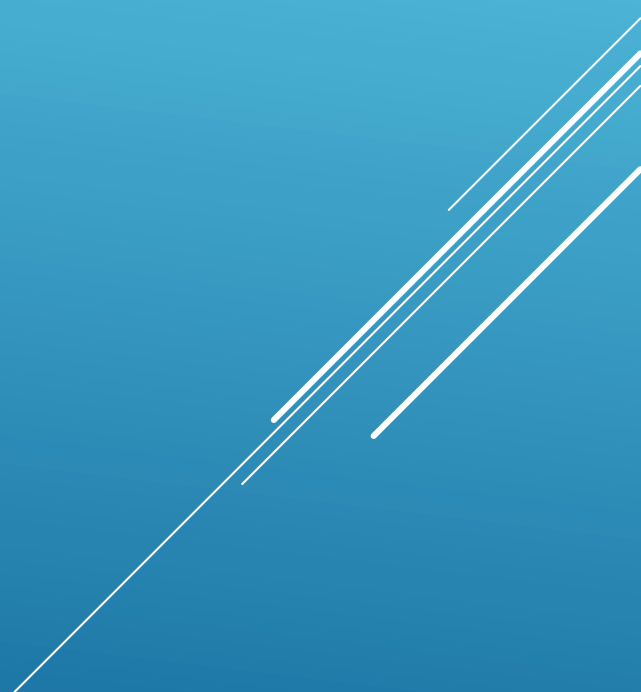


River Bend Rd

Anacortes Water Treatment

River Bend

PURPOSE

- ▶ **The City intends to construct a second raw water pipeline to provide for redundancy of raw water supply to the WTP and greater resiliency for its water supply system.**
 - ▶ **The second pipeline will be designed to carry the full flow capacity of 54.9 million gallons per day (MGD) allowed under the City's Skagit River water right.**
- 
- Three parallel white lines of varying lengths are positioned diagonally in the bottom right corner of the slide, extending from the right edge towards the center.

PHASE 1 SCOPE OBJECTIVES

- ▶ Establish the performance requirements and design criteria for the new pipeline.
- ▶ Identify and evaluate options for pipeline alignment, river crossing methods, and end connections to enable the City to select the most feasible options.
- ▶ Perform the environmental studies to necessary to complete the Joint Aquatic Resources Permit Application (JARPA) for US Army Corps of Engineering (USACE) permits, Washington State permits, and Skagit County permits.
- ▶ Develop preliminary drawings of the pipeline.
- ▶ Prepare a preliminary project implementation schedule.
- ▶ Prepare a preliminary estimate of project capital costs.
- ▶ Prepare a Project Report for submittal to the Washington State Department of Health (DOH) that describes the design criteria; the options considered for alignment and connections; project delivery approach; proposed schedule; the preliminary estimate of capital cost, and includes the preliminary drawings.

SCHEDULE

- ▶ **Widener & Associates are currently under contract to provide permit support for the project that City Council approved on May 14th 2018.**
- ▶ **Environmental Studies will be scheduled to begin immediately following the execution of the contract with HDR.**
- ▶ **Progressive contract with up to 4 additional modifications expected to include three design phases and services during construction.**
- ▶ **Construction ready in 2020.**



City Council Contract Agenda Bill

Meeting Date: 11/19/2018 **Agenda Item:** 8c

Subject: Contract Award – Skagit River 42" Water Line Project - Phase 1 Preliminary Engineering 18-070-WTR-002

Staff Contact: Fred Buckenmeyer

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

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$204,902.00 to HDR Engineering, Inc. to perform the Skagit River 42" Water Line Project – Phase 1 Preliminary Engineering 18-070-WTR-002. The purpose of Phase 1 is to establish the project definition, perform assessments needed for permit applications, and complete preliminary engineering and design for a new raw water pipeline so that consultations with agencies for the necessary permits and project approvals can proceed and to establish project funding requirements.

Background:

1. **History:** The City of Anacortes Water Treatment Plant (WTP) is located on a large bend in the Skagit River near Mt. Vernon. The raw water feed for the WTP, which sits on the east side of the river, is supplied by the intake pump station (IPS), which sits on the west side of the river. Currently, there is only one raw water line connecting the IPS to the WTP. To improve system reliability, a second raw water line is planned with a goal of a construction start date in 2020. This is a progressive contract with up to 4 additional modifications expected to include three design phases and services during construction.

Overall Objectives for Phase 1:

- a) Establish the performance requirements and design criteria for the new pipeline.
 - b) Identify and evaluate options for pipeline alignment, river crossing methods, and end connections to enable the City to select the most feasible options.
 - c) Perform the environmental studies to necessary to complete the Joint Aquatic Resources Permit Application (JARPA) for US Army Corps of Engineering (USACE) permits, Washington State permits, and Skagit County permits.
 - d) Develop preliminary drawings of the pipeline.
 - e) Prepare a preliminary project implementation schedule.
 - f) Prepare a preliminary estimate of project capital costs.
 - g) Prepare a Project Report for submittal to the Washington State Department of Health (DOH) that describes the design criteria; the options considered for alignment and connections; project delivery approach; proposed schedule; the preliminary estimate of capital cost, and includes the preliminary drawings.
2. **Key Terms:**
 - Contract is on a time-and-materials basis not-to-exceed \$204,902.00.
 - The period of performance under this Agreement is from inception through December 31, 2019.
 3. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Previous Council/Committee Action: A [contract](#) with Widener & Associates for the Design Assistance and Permitting portion of the project was approved by City Council at the [5/14/18](#) meeting.

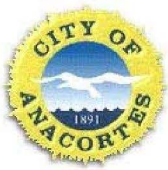
Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 18-070-WTR-002 with HDR Engineering, Inc. in the amount of \$204,902.00 to perform the Skagit River 42” Water Line Project – Phase 1 Preliminary Engineering.

Alternative Actions: Not award the contract

Attachments: Contract 18-070-WTR-002

Contractor	HDR Engineering, Inc.
Contract Amount	\$204,902.00
Earmarked Funds	None
BARS #	401.000.594.34.63
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/2019



AGREEMENT 18-070-WTR-002
Between
THE CITY OF ANACORTES
AND
HDR ENGINEERING, INC.

SKAGIT RIVER 42" WATER LINE PROJECT - PHASE 1 PRELIMINARY ENGINEERING

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

WHEREAS, the City requires professional services of the Consultant;

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

1. **Scope of Work.** Under this Agreement, the Consultant will perform the preliminary engineering for the Skagit River 42" Water Line Project. Specifically, the Consultant shall provide services in accordance with Exhibit A which is attached hereto and incorporated by reference.

Work shall be performed under the direction of Jeff Marrs, who may be reached at (360) 428-1598, or by email at jeffm@cityofanacortes.org.

2. **Price.** The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis not-to-exceed **Two Hundred Four Thousand Nine Hundred Two Dollars (\$204,902.00)**. The fee estimate per task is listed in Exhibit A. Payment terms are set forth in Article 4, Payment Terms.

3. **Period of Performance.** The period of performance under this Agreement is through December 31, 2019.

4. **Payment Terms.** Progress payments for work shall be made according to the most current HDR Labor Rate Schedule, which is hereby made a part hereof and incorporated by reference.

Other direct costs and subconsultant costs shall be invoiced at actual costs. The Consultant shall submit invoices for payment no more frequently than monthly and allow 30 calendar days from receipt of the invoice for payment.

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

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

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

6. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, AGREEMENT Number, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category.

The Consultant must invoice **MONTHLY** for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices should be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org.

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

7. Ownership and Use of Documents. All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure. Any modification or reuse of such materials for purposes other than those intended by this Agreement shall be at City's sole risk and without liability to Consultant.

8. Defense and Indemnity Agreement. Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. General and Professional Liability Insurance.

A. Insurance Term

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

B. No Limitation

Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Consultant shall obtain insurance of the types and coverages described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrences form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

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

10. **Registered or Licensed Consultant.** The City is prohibited by RCW 39.06.010 from executing an Agreement with a Consultant who is not registered or licensed as required by the laws of the state. In addition, the City will require persons doing business with the City to possess a business license.

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

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

13. **Discrimination Prohibited.** During the performance of this Agreement, the Consultant and subConsultants shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification

protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

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

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

A. Termination for Default

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

B. Termination for Public Convenience

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

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

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

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

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

20. Disputes

A. General

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

B. Notice of Potential Claims

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

C. Detailed Claim

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

D. Dispute Resolution

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

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

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

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

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

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

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

City of Anacortes
Attention: Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221

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

HDR Engineering, Inc.
Greg Pierson
500 108th Ave NE, Suite 1200
Bellevue, WA 98004
(425) 450-6288

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

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

CITY OF ANACORTES

HDR ENGINEERING, INC.

By _____
Laurie Gere, Mayor

Signature

Date _____

Printed Name

Title

Date

COA CONTRACT 18-070-WTR-002

EXHIBIT A

City of Anacortes - Skagit River Raw Water Pipeline Project

Scope of Services for HDR

October 11, 2018

Phase 1 - Preliminary Engineering

Background

The City of Anacortes (City) owns and operates an intake pump station (IPS) at the point of withdrawal on the Skagit River that supplies raw water to the City's water treatment plant (WTP) on the opposite side of the river. Currently, a single 42-inch diameter concrete cylinder pipe, buried under the river bed, extends from the IPS to the WTP. This pipe was installed in 1969 and is believed to be in fair condition based on observations of the initial section of the pipe at the IPS and terminal sections of the pipe at the WTP site; the condition of the segment buried under the river is not known.

The City intends to construct a second raw water pipeline, parallel to the existing pipeline, to provide for redundancy of raw water supply and greater resiliency of its water supply system. The project schedule goal is to complete preliminary engineering by the end of 2018; complete final design and obtain the necessary permits by the end of 2019; and construct the pipeline in 2020.

The purpose of Phase 1 is to establish the project definition, perform assessments needed for permit applications, and complete preliminary engineering and design for a new raw water pipeline so that consultations with agencies for the necessary permits and project approvals can proceed and to establish project funding requirements.

Overall Objectives for Phase 1:

1. Establish the performance requirements and design criteria for the new pipeline.
2. Identify and evaluate options for pipeline alignment, river crossing methods, and end connections to enable the City to select the most feasible options.
3. Perform the environmental studies to necessary to complete the Joint Aquatic Resources Permit Application (JARPA) for US Army Corps of Engineering (USACE) permits, Washington State permits, and Skagit County permits.
4. Develop preliminary drawings of the pipeline.
5. Prepare a preliminary project implementation schedule.
6. Prepare a preliminary estimate of project capital costs.

7. Prepare a Project Report for submittal to the Washington State Department of Health (DOH) that describes the design criteria; the options considered for alignment and connections; project delivery approach; proposed schedule; the preliminary estimate of capital cost, and includes the preliminary drawings.

Task 110 – Project Management and Quality Control

Objective

Manage the project, including:

- Coordination of project staff and work activities.
- Coordinate and communicate with the City.
- Provide Quality Control reviews of all deliverables.
- Track and report project status and schedule.
- Invoicing.

Approach

1. Track work progress, labor effort, budget, and schedule status on a weekly basis.
2. Communicate with the City's project manager on a weekly basis or as needed on project status. Work with the City to identify and resolve issues or concerns with scope of services, deliverables, budget, or schedule.
3. Setup and maintain the project files. HDR uses an intranet-based file management system (Project Wise) that enables the access and sharing of project documents with HDR project staff and subcontractors, City staff, and the City's contractors to facilitate the sharing and transfer of files.

Deliverables

1. Project scope of services, budget, and schedule
2. Monthly progress reports and invoices
3. Input for contract amendments, as required

Assumptions

1. The duration of the project will be 6 months.
2. Invoices will be HDR standard invoice format.
3. Expense backup will not be provided with invoices but will be available for review if requested.

Task 120 – Geotechnical Investigation for the Trenchless River Crossing

Objective

Perform a geotechnical investigation to inform the design requirements for the trenchless pipeline river crossing.

Geotechnical Consultant Services (Shannon & Wilson)

Subtask 121 Geotechnical Exploration

- Explore soil and groundwater conditions at the anticipated pipeline crossing location by drilling 1 boring to a depth of 90 feet below grade at the IPS end of the proposed pipeline alignment. This boring will be drilled behind the existing dike.
- Explore soil conditions near the crossing midpoint by drilling 1 overwater boring to a depth of 60 feet below the river bottom from a barge.
- Utility checks in the vicinity of the boring locations will be requested prior to drilling.
- The land boring will be performed using hollow-stem auger methods. The overwater boring will be performed using mud-rotary drilling methods. Standard Penetration Tests (SPT) will be performed at 5-foot intervals and soil samples will be recovered from the split barrel sampler used in conjunction with the SPT. Additional SPTs will be performed and additional samples will be obtained, as deemed necessary, during the exploration to further define changes in lithology. A geotechnical engineer or geologist will be present during exploratory drilling to (1) visually classify soils following American Society for Testing and Materials (ASTM) methods, (2) record blow counts during SPTs, and (3) collect and store samples of soil for laboratory testing and further classification. To support potential future analysis during final design if a method other than horizontal directional drilling (HDD) is selected, the land boring will be completed by installing a 2-inch-diameter monitoring well with approximately 10 feet of well screen and will be constructed according to State requirements. Cuttings will be hauled away and surface will be restored to its original condition.
- Only an initial water level will be taken from the monitoring well.

Subtask 122 Laboratory Testing

A laboratory soil testing program will be performed on selected samples to provide necessary characterization of soil properties.

- The soil samples will be reviewed in the laboratory by a qualified geologist to confirm the soil description and classification performed in the field and to provide another level of quality assurance of the boring logs and cross-sections.
- A representative group of samples (one per boring) will be evaluated for corrosion potential using the standard DIPRA battery of tests. Sample used for DIPRA test will be from the approximate level of the pipeline at that location.
- Laboratory testing will be performed on selected soil samples taken from the boring to estimate soil parameters for preliminary design. The testing program will consist of approximately 2 Atterberg Limits tests and 2 gradation analyses.

Subtask 123 Technical Analysis

- Evaluate geologic and hydrogeologic conditions based on information acquired through the subsurface conditions evaluation and laboratory testing relative to the planned trenchless pipeline construction.
- Based on the results of borings and laboratory tests, engineering studies will be performed and recommendations developed for trenchless crossing options. If obstructions are anticipated, HDR will make recommendations to alleviate their impact in the trenchless method selected.
- Comment on anticipated construction difficulties identified from soils analysis.
- Participate in one internal project team meeting and one meeting with the project team and the City to discuss geotechnical aspects of the design of the pipeline.

Subtask 124 Prepare Geotechnical Reports

- The Geotechnical Data Report will contain the results of soils laboratory testing and the boring logs.
- The Geotechnical Design Recommendations Report will include a brief summary of the field and laboratory testing, a subsurface profile indicating the location of the pipeline, and conclusions and recommendations to support preliminary engineering of a single preferred trenchless method.

City Responsibilities

- Review draft technical reports and provide comments to be incorporated in the final versions.
- Obtain all rights-of-entry (ROE) and inform property owners of exploration program.

Assumptions

- Technical analysis is anticipated to focus on HDD, given the City's past successful experience with HDD on the Finished Water pipeline. Engineering analysis to support design of other trenchless methods, such as shoring and backstop reaction loads and dewatering will not be required.
- Previous geotechnical information gathered for the WTP construction project will be used as much as practical.
- The scope of services does not include specific environmental drilling.
- Landscaping to re-vegetate or specifically repair work areas is not included; thus, some evidence of ground disturbance will probably remain in areas following the work.
- Applicable permits and approvals or waivers from Corps of Engineers, Washington Department of Fish and Wildlife (WDFW), Washington Department of Ecology (DOE), USFWS/NMFS, and Skagit County for exploratory work in wetlands and streams will be obtained by the City. An aquifer pumping test is not planned to be performed during preliminary engineering.
- No permit application fees are anticipated for this initial exploratory work.
- Assume the land boring will be completed in one day and that the barge boring will be completed in 2 days, for a total of three consecutive days.

Deliverables

- Geotechnical Data Report for Trenchless Crossing (Draft and Final). (PDF format)
- Geotechnical Design Recommendation Report for Trenchless Crossing (Draft and Final). (PDF format)

Task 130 - River Crossing Methods and Alignment Analysis

Objectives

1. Evaluate potential pipeline river crossing methods for the pipeline and select the most feasible method to incorporate into the pipeline design. The river crossing requires special consideration to address environmental, regulatory, geotechnical, and constructability issues. This task will analyze the technical issues applicable for the crossing, evaluate and compare applicable methods, and identify the method(s) that are most likely to meet the design objectives.
2. Establish the preferred river crossing alignment.

HDR Services

- Perform an analysis of crossing methods for the river for the purpose of determining the pipeline alignment and design. Criteria to be evaluated include:
 - environmental
 - regulatory
 - potential floodplain impacts
 - geotechnical
 - potential impacts to levee foundation stability
 - constructability
 - relative construction cost
 - schedule
- Evaluate and determine the most feasible trenchless methods for the pipeline river crossing (either HDD or micro-tunneling).
- Develop up to two conceptual alignment designs to approximately the 15% level for the river crossing using the geotechnical data and survey data prepared under Task 120.
- Finalize horizontal and vertical pipeline alignment and confirm the crossing method.
- Prepare concept-level opinions of probable construction cost to evaluate select construction method for the crossing.
- Determine method for control of water and review with WDFW and DOE.
- Prepare a Technical Memorandum that summarizes the analysis and the recommended crossing method and the recommended river crossing alignment.

City Responsibilities

- Review and provide comments on the draft technical memorandum.
- Select the preferred river crossing alignment.

Assumptions

- Micro-tunneling and Horizontal Directional Drill (HDD) will be the two alternative trenchless methods evaluated.

- A decision will be made by the City for the preferred river crossing alignment.

Deliverable

1. River Crossing Methods and Alignment Technical Memorandum (Draft and Final). (PDF format)

Task 135 – Land Surveying, Mapping, and Sub-Surface Utility Locates

Objective

Perform an existing conditions survey of the proposed river crossing alignment and proposed HDD access locations on either bank.

Land Survey Consultant Services (Pacific Surveying & Engineering)

Land Surveying:

- Establish horizontal (NAD 83) and vertical (NAVD 88) survey control at the site via GPS and conventional survey methods.
- Topographic / Hydrographic surveying of proposed crossing alignment, profile and existing conditions / utilities.

Sub-Surface Utility Locates:

- Locates of conductible sub-surface utilities within the project limits and at geotechnical exploration sites (by APS Locating Inc., as a sub-consultant to PSE).
- Non-conductible utilities will be included per record plans / as-builts, as available.

Existing Conditions Basemapping:

- Preparation of an existing conditions basemap, as follows: plan view basemap, proposed alignment, existing river / dikes profile (bathymetry), 2' contours, existing conditions, improvements, utilities, banks, dikes, roadways (access), utilities, geotechnical exploration locations (TBD) within the project area / limits.
- Review, QA / QC, PLS certification.

City Responsibilities

- Provide copies of all applicable plans, as-builts and record data related to survey control, utilities, and infrastructure at the facility within 7 days from notice to proceed.
- Obtain all necessary rights-of-entry (ROE) and inform property owners of land survey and utility locate operations on site.

Assumptions

- The proposed alignment will be determined / provided prior to the commencement of field surveying operations.
- The scope of services does not include construction staking or as-built surveying.
- Assume one single mobilization and site work over up to 5 consecutive days.
- Site work will be coordinated with sub-surface locates and geotechnical explorations schedule.
- Access via both river and upland for site work.
- Typical WSDOT traffic control / signage / safety protocols for temporary work areas.

- No formal safety plan will be required for site / bathymetric work.
- Bathymetric survey and sub-surface locates costs are included in PSE's lump sum fee.

Deliverables

- Existing conditions survey basemap and support files (Draft and Final, in PDF / CAD formats).
- Field survey photos (JPG format) and survey notes (PDF format).

Task 140 – Preliminary Engineering

Objectives

1. Establish the performance requirements and design criteria for the pipeline.
2. Select the pipeline materials.
3. Prepare preliminary drawings.
4. Develop a project implementation schedule and a preliminary construction schedule.
5. Prepare a preliminary estimate of project capital and construction costs.

HDR Services

- Establish the performance requirements and design criteria for the pipeline.
- Perform hydraulic analysis to determine pipeline sizing and pressure class combined with trenchless constructability requirements.
- Identify, evaluate, and recommend the pipeline materials.
- Based on the river crossing alignment selected in Task 130, identify and evaluate options for pipeline configurations and end connections at the IPS and the WTP.
- Prepare preliminary drawings that reflect approximately 15% design development, to include:
 - Overall site plan.
 - Pipeline plan and profile.
 - Expanded plan and sections views of the pipeline connection points at the IPS and the WTP.
 - Plan showing locations for the pipe boring launch and recovery pits.
 - Environmental protection plan.
- Prepare a preliminary project implementation schedule.
- Prepare a preliminary estimate of project capital and construction costs.
- Maintain a project Risk Register.
- Prepare for and conduct two meetings with City staff:

- Meeting 1: Trenchless method selection and requirements, pipeline crossing ends and connection options; pipe materials; project implementation schedule; assessment of probable permitting requirements; and project risks.
- Meeting 2: Review preliminary drawings; specific permitting requirements; and project costs.

City Responsibilities

- Provide input on the pipeline performance requirements, design criteria, and pipe material.
- Review and comment on the preliminary drawings.

Assumptions

- The capacity of the new pipeline must be not less than the City's Skagit River water right of 54.9 MGD.
- Up to 2 pipeline alignment options will be considered and evaluated.
- The preliminary cost estimates are considered Class 4 estimates as defined by the AACE Recommend Practice No. 18R (2016) reflecting a design development level of 10 – 15% with an expected accuracy range of -20% to +30%.
- The pipeline river crossing method will be a trenchless method selected as part of Task 130.

Deliverables

1. Technical memorandum describing the pipeline alignment, river crossing method, pipe connections options, and recommendations. (PDF format)
2. Preliminary drawings. (PDF format)
3. Preliminary project implementation schedule. (PDF format)
4. Preliminary estimate of project capital and construction costs. (PDF format)
5. Risk Register, updated 2 times. (MS Excel format)

Task 150 – Project Report

Objective

1. Prepare the Project Report.

HDR Services

Prepare a Project Report for submittal to the Washington State Department of Health (DOH) that includes the following:

- Performance requirements and design criteria
- Options considered for pipeline river crossing construction methods, alignment, and connections
- Project delivery approach
- Proposed project schedule
- Preliminary estimates of capital and construction costs
- Preliminary drawings

Respond to and resolve DOH's comments on the Project Report.

City Responsibilities

- Review and comment on the draft Project Report.

Assumptions

- The applicable technical materials prepared as part of Task 130 will be incorporated into the Project Report.

Deliverables

1. Project Report – draft. (MS Word format)
2. Project Report – final. (PDF format)

Fee Estimate

The fee estimate for the Phase 1 scope of services described above is shown in the table below.

Task	Labor	Expenses	Total
110 - Project Management and QC	\$29,750	\$1289	\$31,039
120 - Geotechnical Investigation	-	\$54,608	\$54,608
130 - River Crossing Methods Analysis	\$41,213	\$1040	\$42,253
135 - Surveying	-	\$20,404	\$20,404
140 - Preliminary Engineering	\$44,232	\$1074	\$45,306
150 - Project Report	\$11,016	\$276	\$11,292
Total Estimated Fee	\$204,902		

EXHIBIT B

HDR ENGINEERING, INC.**RATE BREAK DOWN***City of Anacortes***Labor Categories****01/01/18 through 12/31/2018**

	Direct Labor	Indirect	Profit	Total
	Average	168.92%	12%	
Employee Classification	Hourly	Hourly	Hourly	Hourly
Principal	\$ 91.30	\$ 154.22	\$ 10.96	\$ 256.48
Sr.Engineer QC Reviewer	\$ 87.00	\$ 146.96	\$ 10.44	\$ 244.40
Project Manager	\$ 71.76	\$ 121.22	\$ 8.61	\$ 201.59
Sr. Civil Engineer	\$ 76.98	\$ 130.04	\$ 9.24	\$ 216.26
Civil Engineer	\$ 53.64	\$ 90.61	\$ 6.44	\$ 150.69
Sr. Controls Engineer	\$ 73.92	\$ 124.87	\$ 8.87	\$ 207.66
Controls Engineer	\$ 44.35	\$ 74.92	\$ 5.32	\$ 124.59
Sr. Electrical Engineer	\$ 75.68	\$ 127.83	\$ 9.08	\$ 212.59
Sr. Structural Engineer	\$ 77.16	\$ 130.34	\$ 9.26	\$ 216.76
Structural Engineer	\$ 52.60	\$ 88.85	\$ 6.31	\$ 147.76
Mechanical Engineer	\$ 57.06	\$ 96.39	\$ 6.85	\$ 160.30
Staff Engineer	\$ 38.26	\$ 64.63	\$ 4.59	\$ 107.48
Sr. Architect	\$ 69.78	\$ 117.87	\$ 8.37	\$ 196.02
Architect	\$ 48.73	\$ 82.31	\$ 5.85	\$ 136.89
Sr. Technicians	\$ 45.85	\$ 77.46	\$ 5.50	\$ 128.81
Technicians	\$ 30.53	\$ 51.57	\$ 3.66	\$ 85.76
Operations Specialist	\$ 72.06	\$ 121.72	\$ 8.65	\$ 202.43
Project Controller	\$ 36.79	\$ 62.15	\$ 4.41	\$ 103.35

HDR ENGINEERING, INC.**RATE BREAK DOWN****City of Anacortes****Labor Categories****01/01/18 through 12/31/2018**

Employee Classification	Direct Labor	Indirect	Profit	Total
	Average Hourly	168.92% Hourly	12% Hourly	Hourly
Project Assistant	\$ 29.49	\$ 49.82	\$ 3.54	\$ 82.85
QC Reviewer - Structural	\$ 57.26	\$ 96.72	\$ 6.87	\$ 160.85
Sr. Estimator	\$ 83.54	\$ 141.12	\$ 10.02	\$ 234.68
Corrosion Specialist	\$ 88.32	\$ 149.18	\$ 10.60	\$ 248.10
Sr Designer - Structural	\$ 47.21	\$ 79.75	\$ 5.67	\$ 132.63
Sr. Permits Specialist	\$ 66.21	\$ 111.84	\$ 7.95	\$ 186.00
Permits Specialist	\$ 37.96	\$ 64.12	\$ 4.56	\$ 106.64
Environmental Scientist	\$ 47.37	\$ 80.02	\$ 5.68	\$ 133.07
Sr GIS Analyst	\$ 46.94	\$ 79.29	\$ 5.63	\$ 131.86



Ordinance 3031: An Interim Zoning Ordinance on Low Impact Development

November 19, 2018



Ordinance Provisions

- Low impact development: land use management strategy that strives to mimic the pre-disturbance hydrological processes of infiltration, filtration, storage, evaporation, and transpiration by emphasizing techniques like conservation, use of on-site natural features, site planning, and distributed stormwater best management practices integrated into a project design.
- Title 16
 - Updates regulations to further clarify that low impact development is preferred and updates certain development regulations on issues like grading, drainage, landscaping, street design
- Title 17
 - Updates regulation to incorporate low impact development for issues like parking, landscaping and design
- Title 19
 - Makes criteria for exceptions/variances to stormwater requirements consistent with permit requirements



Questions?

Thank you!



City Council Agenda Bill

Meeting Date: 11/19/2018

Agenda Item: 8d

Subject: Updating Anacortes Municipal Code Titles 16 & 17 for Low Impact Development

Staff Contact: Darcy Swetnam, City Attorney

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

Action Type	
X	Ordinance No. 3031
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: The City seeks an Interim Zoning Ordinance for the purpose of updating certain sections of Titles 16 and 17 to further establish low impact development while the City development regulations are being completed. This temporary ordinance reiterates the City's commitment to low impact development and to comply with the requirements of the City's NPDES Phase II MS4 permit under the Clean Water Act.

Background: The City is currently reviewing a draft rewrite of all City development regulations, with the draft currently at the City Planning Commission, and adoption anticipated by the end of the first quarter of 2019. RCW 36.70A.390 allows the City to adopt interim zoning controls effective for up to six months, provided a public hearing is held within sixty days of adoption. Staff plans to schedule a public hearing on this ordinance no later than January 18, 2019. The City now wishes to supplement current development regulations to further encourage Low Impact Development while the remaining public process is completed on the new development regulations.

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: The City adopted [Ordinance 2991](#) on [November 28, 2016](#), which amended certain sections of the Anacortes Municipal Code, and adopted new standards for stormwater management to establish low impact

development as the preferred method for controlling stormwater in the City of Anacortes, with the intent of further incorporating low impact development requirements into the City's upcoming rewrite of its development regulations.

Competing Viewpoints Considered: N/A

Recommended Motion: I move we adopt Ordinance 3031, an ordinance updating Anacortes Municipal Code Titles 16 & 17 for Low Impact Development.

Alternative Actions: N/A

Attachments (listed in order presented): Proposed Ordinance 3031

**City of Anacortes
Ordinance No. 3031**

An Interim Zoning Ordinance of the City of Anacortes, Washington, updating certain sections of Titles 16, 17, and 19 to further establish low impact development as the preferred method for controlling stormwater in the City of Anacortes.

Whereas the City of Anacortes is covered and subject to the Western Washington Phase II permit under the Clean Water Act National Pollutant Discharge Elimination System (NPDES) permit program; and

Whereas as a Phase II city, Anacortes is subject to the rules and requirements of the 2012 Stormwater Management Manual for Western Washington, as Amended in December 2014 (the 2014 SWMMWW); and

Whereas the City adopted Ordinance 2991 on November 28th, 2016, which amended certain sections of the Anacortes Municipal Code, and adopted new standards for stormwater management to establish low impact development as the preferred method for controlling stormwater in the City of Anacortes, with the intent of further incorporating low impact development requirements into the City's upcoming rewrite of its development regulations; and

Whereas the City is currently reviewing a draft rewrite of all City development regulations, with the draft currently at the City Planning Commission, and adoption anticipated by the end of the first quarter of 2019; and

Whereas RCW 35A.11.020 and RCW 35A.21.160 provide that the City has all the power of any class of cities; and

Whereas RCW 36.70A.390 allows the City to adopt interim zoning controls effective for up to six months, provided a public hearing is held within sixty days of adoption; and

Whereas the City now wishes to supplement current development regulations to further encourage Low Impact Development while the remaining public process is completed on the new development regulations;

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

Section 1. That certain sections of Titles 16, 17, and 19 are hereby amended as shown in Exhibit A; and

Section 2. This ordinance shall take effect five (5) days from and after its passage, approval and publication in the manner required by law.

Section 3. This ordinance shall be effective for six months from the date of adoption, and the provisions provided in Exhibit A shall expire on May 19, 2019.

Section 4. The City Council shall hold a public hearing within sixty days of adoption of this ordinance, no later than January 18, 2019.

PASSED and APPROVED this 19th day of November, 2018.

CITY OF ANACORTES:

Laurie Gere, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

EXHIBIT A

TITLE 16

16.04.030 Purposes.

Subsection (J) of Section 16.04.030 is hereby amended as follows:

J. To prevent the pollution of air, streams, and ponds; to utilize infiltration of stormwater into project site if feasible; to assure the adequacy of drainage facilities; to safeguard the water table; and to encourage the wise use and management of natural resources throughout the city in order to preserve the integrity, stability and beauty of the community and the value of the land;

16.04.080 Definitions.

The following definition is hereby added to section 16.04.080

“Low Impact Development” (LID) is a stormwater and land-use management strategy that strives to mimic the pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing the following techniques:

- Conservation
- Use of on-site natural features
- Site planning
- Distributed stormwater best management practices (BMPs) integrated into a project design

LID BMPs are distributed stormwater management practices, integrated into a project design that emphasize the pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation, and transpiration. Common LID BMPs include, but are not limited to: bio-retention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, minimal excavation foundations, vegetated roofs, water re-use, and rainwater harvesting.

16.08.030 Application process.

A. All short plat applications shall be submitted to the administrator together with the application fee. The administrator shall tentatively approve, disapprove or return the short plat for modification within thirty days of the determination of complete application; however, if the application requires city council action this period may be extended for a further thirty days.

B. If the administrator finds that the proposed short plat is consistent with the comprehensive plan, SEPA requirements, and zoning requirements for the district, and that there is adequate provision for drainage and stormwater infiltration when feasible, sewage disposal, water supply and access for each lot, that requirements of this title are met, and the short plat would not landlock other parcels, he or she shall approve the application. (Ord. 2706 § 2 (part), 2005: Ord. 2315 § 1 (part), 1994)

16.08.050 Application requirements. Subsection A shall be amended to read as follows:

A new subsection (A)(10) shall be added to Section 16.08.050 as follows:

10. The results of a soil analysis of the project site to determine the feasibility of on-site stormwater infiltration.

16.10.050 Requirements for a binding site plan map.

Subsection (Q) of Section 16.10.050 shall be amended as follows:

Q. Other restriction and requirements as deemed necessary by the city subdivision administrator, including those contained in street circulation policies, street standards, stormwater ordinances, including low impact development requirements, geologic hazards and other city standards. (Ord. 2528 Att. B § 4 (part), 2000)

16.10.120 Standards for review of commercial binding site plan.

A new subsection (J) shall be added to Section 16.10.120 as follows:

J. Stormwater infiltration facilities shall be identified and protected with maintenance plan.

16.12.010 Requirements of preliminary plats.

Section 16.12.010 shall be amended as follows:

Any person desiring to subdivide land shall submit, together with the preliminary plat application fee required by the city fee ordinance, a preliminary plat application to the administrator which shall contain:

A. The original and at least fifteen copies of one or more accurately scaled and dimensioned maps of the proposed plat showing the following:

1. The name of the proposed plat;
2. True north point;
3. Horizontal scale acceptable to the city engineer for street and sewer profiles;
4. Names of subdivider(s) and drafter;
5. Legal description and accurate lines to scale showing the parcel to be subdivided, the block lines, and the lot lines;
6. Numbers assigned to each block and lot and dimensions of each lot and dimensions and square footage to each lot;
7. Existing monuments of record and monuments as required;
8. Location, width, and names of all existing and proposed streets or other public ways within or adjacent to the proposed development and other important features,

such as permanent buildings, water courses, wetlands, power lines, telephone lines, railroad lines, municipal boundaries, township lines, and section lines;

9. Location and pipe sizes, of all existing sewers, water mains, culverts, electrical conduits, telephone conduits and other underground installations within the tract and immediately adjacent thereto, all as shown on existing utility drawings;

10. Contours with intervals of five feet or less referenced to either the United States Coast and Geodetic Survey datum, the city of Anacortes datum or such other datum acceptable to the city engineer. Note on plat which one is used;

General information shall be provided relative to:

11. Location, names and tentative grades of streets;

12. Areas proposed to be dedicated or reserved for school, park, playground, open space or aesthetic uses;

13. Locations and tentative sizes of proposed water distribution system, proposed sanitary sewer system and proposed storm drain system;

14. A general tree clearing plan indicating site vegetation to be removed;

15. Plantings required for buffering, screening, or soil erosion protection;

16. A landscaping plan (See Section [16.20.110](#), Landscaping);

17. A large, or small, parcel stormwater plan prepared pursuant [to SWMMWW Vol.1 Minimum Technical Requirements December 2014 Chapter 3 – Preparation of Stormwater Site Plans, or comparable requirements in a later SWMMWW as amended by the Washington Department of Ecology.](#)

B. The preliminary plat sheet shall include:

1. Vicinity sketch at the scale of fifty feet or less to the inch which shall show all adjacent subdivisions, streets, tract lines of acreage parcels, with the names of owners or record of such parcels. It shall show how the streets and alleys in the proposed subdivisions may connect with existing and proposed streets and alleys in neighboring subdivisions or unplatted property to produce the most advantageous development of the entire neighborhood;

2. County assessor's or county engineer's map showing the parcel numbers and current assessed owners of the land included in the preliminary plat and of all parcels of land within three hundred feet thereof;
3. Names and addresses of the fee simple owners of all land within three hundred feet of the perimeter of the preliminary plat;
4. Names, addresses and telephone numbers of the contact persons for the preliminary plat and their interest in the land included in the preliminary plat;
5. Title report showing all persons having an interest in the land included in the plat and in the land over which any easements are proposed to serve the plat;
6. A copy of the proposed private restrictions and covenants to be included in the deeds to the lots;
7. A copy of the environment checklist, impact statement or other documents prepared pursuant to the city SEPA ordinance. If an EIS is required the final EIS shall be distributed at least fifteen days prior to any hearing on the proposal;
8. Such other information as the administrator deems necessary for an adequate review of the public use and interest to be served by the plat;
9. Section, township and range (STR);
10. Tax lot numbers;
11. Scale of drawing;
12. Date of drawing;
13. Previous subdivision lots, blocks, streets and easements shown as dotted lines;
14. Proposed lot lines shown as solid lines;
15. Legal description(s) of existing lot(s) shown. Locate and show all encroachments along property boundaries;
16. Location of all existing structures shown on lots and distance to proposed lot lines;

17. Location of all existing easements shown with recording number;
18. Proposed easements;
19. Topography of the land indicated by two-foot contours for slopes less than twenty percent and five-foot contours for slopes greater than twenty percent. Indicate sixty percent breakline on and within fifty feet of the site;
20. Parcels of land intended to be dedicated to the city (detention ponds, open space, pedestrian pathways, water quality treatment facilities, parks etc.);
21. Name, address and phone number of developer and each property owner;
22. Name, address and phone number of professional land surveyor;
23. Professional land surveyor seal and signature;
24. Proposed use and ownership of any non-building tracts.

C. Supplemental application materials:

1. A narrative discussion, prepared by a professional engineer, describing how the proposed project meets the intent of the city's drainage ordinance, including the results of wet and dry season soil analysis, and consideration of infiltration of stormwater on site.
2. A preliminary grading plan showing cuts and fills for public improvements and private development. The grading plan shall be coordinated with the tree clearing plan, landscape and buffering requirements and sensitive area protection;
3. A reconnaissance level geotechnical evaluation of the site with a report characterizing the site and indicating suitability of limitations to development. A full scale geotechnical report identifying detailed design and construction requirements shall be provided upon preliminary approval to aid the engineering review and approval of the development. The reports shall be prepared by a professional engineer. (Ord. 2702 § 3 (part), 2005; Ord. 2592 § 15, 2002; Ord. 2557 (part), 2001; Ord. 2315 § 1 (part), 1994)

16.12.020 Approval criteria.

Subsection (3) of Section 16.12.020 shall be amended as follows:

3. Makes appropriate provisions for:
 - a. Open spaces and landscaping,
 - b. Stormwater infiltration, retention, detention, and control consistent with LID BMPs when feasible,
 - c. Streets, alleys, sidewalks and other public ways,
 - d. Water supplies,
 - e. Sewage disposal,
 - f. Parks and playgrounds,
 - g. Sites for schools and school grounds,
 - h. Other utilities;

16.16.020 Requirements of final plan applications.

A new subsection (B)(11) shall be added to Section 16.16.020 as follows:

11. Completed Stormwater Site Plan, including Stormwater Maintenance Plan for all stormwater elements of the plat.

16.20.060 Streets and roads.

Subsections (A) and (B) of Section 16.20.060 shall be amended to read as follows:

A. All roadway improvements, including pavement, curbs, sidewalks, and drainage, shall be constructed in accordance with these regulations and such other standard construction specifications as may be adopted by the city.

B. The arrangement, type, extent, width, grade, and location of all streets shall be considered in their relation to existing and planned streets, to topographical conditions, to LID design requirements and LID infiltration BMPs, to public convenience and safety, and to the proposed uses of the land to be served by them.

C. *General Street and Road Standards.*

....

14. All roadway and sidewalk improvements shall comply with LID designs found in the engineering standards.

16.20.070 Grading and drainage.

Subsection (A) of Section 16.20.070 shall be amended to read as follows:

A. The subdivider shall provide a complete grading and drainage plan with accurate dimensions, courses and elevations, showing the proposed grades of streets and drainage improvements. Calculations of pre-development and post-development runoff volumes shall be provided. Soils analyses conducted during wet and dry seasons shall be used to determine the feasibility of street ROWs to utilize LID BMPs for stormwater infiltration.

16.20.110 Landscaping.

Subsection (A) of Section 16.20.110 shall be amended as follows:

A. Each and every new plat shall set aside twenty percent of the gross site area for landscaping under the terms and conditions set forth in Chapter 17.41 of the zoning code except that the exclusion for single-family homes in Section 17.41.020(G) shall not apply. Landscaped areas shall incorporate LID BMPs for stormwater infiltration if feasible.

16.30.030 Underlying zoning and density.

Manufactured home subdivisions shall conform to the underlying zoning and density, ~~but may utilize all applicable provisions of the RPUD sections of this title,~~ provided in no instance shall the minimum lot size for the subdivision be reduced below five thousand square feet. (Ord. 2756 Att. A (part), 2006)

16.30.040 Standards.

Subsection (A) of Section 16.30.040 is hereby amended as follows:

A. The developer ~~shall utilize~~ ~~has the choice of utilizing either~~ the subdivision ~~or the RPUD~~ regulations.

16.32.010 Minimum street standards.

Section 16.32.010 shall be amended to read as follows:

- A. Functional Classification. The Transportation Element of the Anacortes Comprehensive Plan designates public right-of-way and streets based on their functional classification and must be consulted to determine which standards in this chapter apply.
- B. Unclassified and new streets. Classification of new streets or existing streets not already identified or classified on the Roadway Functional Classification map, for the purpose of determining the appropriate design of a roadway or development, must be done by the public works director.
- C. Conflicts. Any conflicts or ambiguity that arises about the right-of-way or street improvement standards shall be resolved by the public works director based on consideration of public health and safety and facilitating implementation of low impact development preference.

Existing Table 16.32.010 is replaced with the following new table:

<u>Table 16.32.010</u>		
<u>Street design standards.</u>		
<u>Right-of-way descriptions, standards, and rules of interpretation are in Subsection (C) below.</u>		
<u>(A) Low-volume local</u>		
<u>(B) Right-of-way</u>	<u>44 ft. minimum</u>	
<u>(C) Landscaped area</u>	<u>6 ft. minimum on each side</u>	
<u>(D) Pavement width</u>	<u>20 ft. except where parking lane(s) are included</u>	
<u>(E) Grade</u>	<u>12% maximum</u>	

Table 16.32.010

Street design standards.

Right-of-way descriptions, standards, and rules of interpretation are in Subsection (C) below.

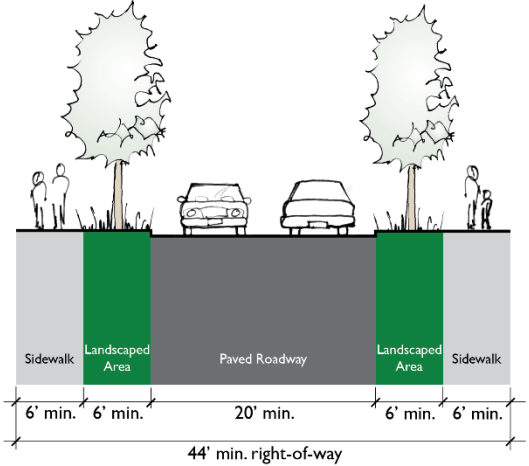
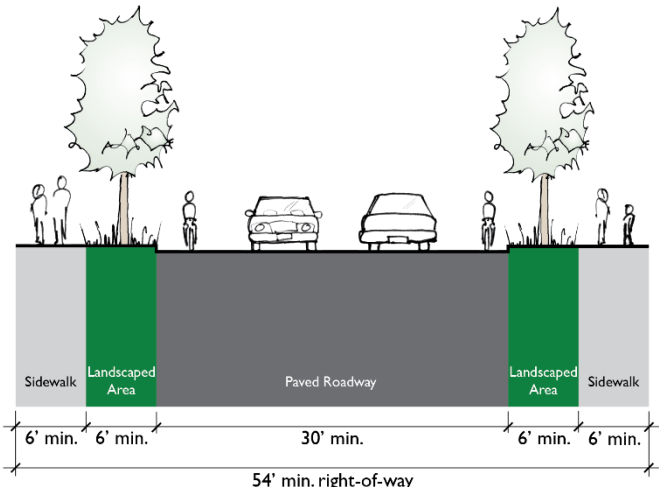
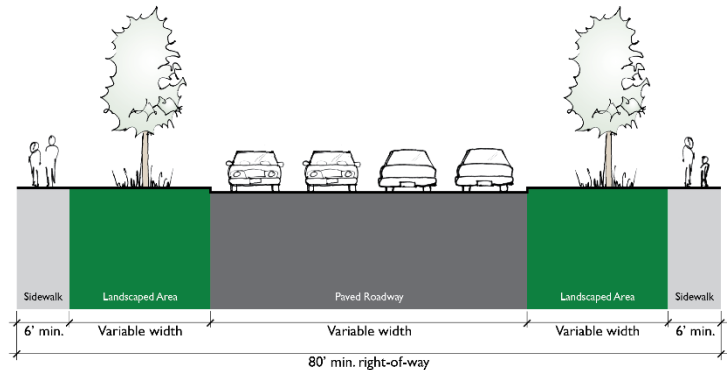
<u>(F) Sidewalks</u>	<u>6 ft. minimum</u>	
<u>(G) Bike lanes</u>	<u>NA</u>	
<u>(A) Minor arterial, collectors, or high volume local</u>		
<u>(B) Right-of-way</u>	<u>54 ft. minimum</u>	
<u>(C) Landscaped area</u>	<u>6 ft. minimum on each side</u>	
<u>(D) Pavement width</u>	<u>30 ft. except where parking lane(s) are included</u>	
<u>(E) Grade</u>	<u>12% maximum</u>	
<u>(F) Sidewalks</u>	<u>6 ft. minimum</u>	
<u>(G) Bike lanes</u>	<u>Yes</u>	
		<u>Note: On-street parking lanes may be integrated or required along key street segments to support adjacent land uses (including service access and delivery) based on the existing and planned context of the area.</u>

Table 16.32.010**Street design standards.**

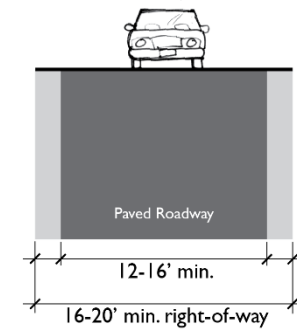
Right-of-way descriptions, standards, and rules of interpretation are in Subsection (C) below.

(A) Principal arterial

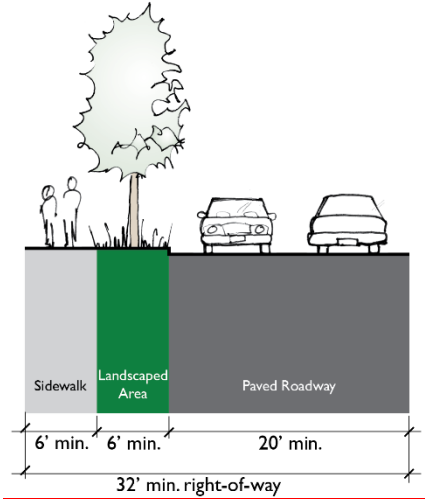
(B) Right-of-way	80ft. minimum
(C) Landscaped area	Varies per block
(D) Pavement width	Varies
(E) Grade	12% maximum
(F) Sidewalks	6 ft. minimum
(G) Bike lanes	Yes

**(A) Alley**

(B) Right-of-way	16-20 ft.
(C) Landscaped area	No
(D) Pavement width	12-16 ft.
(E) Grade	12%
(F) Sidewalks	No
(G) Bike lanes	No

**(A) Lane**

(B) Right-of-way	32 ft.
(C) Landscaped area	6 ft. minimum one side
(D) Pavement width	20 ft.
(E) Grade	12%
(F) Sidewalks	6 ft. minimum (one side)

<u>Table 16.32.010</u>		
<u>Street design standards.</u>		
<u>Right-of-way descriptions, standards, and rules of interpretation are in Subsection (C) below.</u>		
<u>(G) Bike lanes</u>	<u>No</u>	
<u>For rules of interpretation, see subsection (C) above.</u>		

16.50.010 Purpose.

A new subsection (G) is hereby added to Section 16.50.010:

G. Native species shall be preferred for Anacortes tree stock.

TITLE 17

17.05.030 Concurrency facilities and services.

Subsection (C) of Section 17.05.030 is hereby amended as follows:

C. All development approvals shall include a finding as to the application of this chapter, and those approvals for which concurrency improvements are required under this chapter shall be expressly conditioned thereon. If a proposed development would cause the level of service to decline below adopted level of service standards for an affected facility, the proposed development may nonetheless be approved if the zoning administrator finds that an improvement will be completed that will result in meeting adopted level of service standards of all affected concurrency facilities at the time of development, or that a financial commitment is in place to complete the improvement or implement the strategy within six years. This conditional approval shall not apply to stormwater and sanitary sewer systems.

17.16.100 Off-street parking and landscaping requirements.

Section 17.16.100 shall be amended as follows:

Off street parking shall be provided in the industrial district with a minimum of one parking space for each two employees on the largest shift and in accordance with the specifications in Chapter [17.46](#). Floor area calculations may be affected by parking requirements. Landscaping in and abutting parking lots shall be designed to infiltrate stormwater if feasible. (Ord. 2794 § 1 (Att. A), 2008; Ord. 2528 Att. A § 3, 2000: Ord. 2521 Att. A § 3 (part), 2000: Ord. 2353 § 1 (part), 1995: Ord. 2316 (part), 1994)

17.16.110 Basic design standards.

Subsections (D) and (G) of Section 17.16.110 are hereby amended as follows:

D. *Vegetation.* Any vegetation shall be low-water-usage plants or native vegetation. If the lot area exceeds ten thousand square feet, an in-ground irrigation system shall be installed in all landscaped areas. All vegetation shall be maintained in a healthy condition, free of weeds and trash, and damaged or unhealthy plants shall be promptly replaced. A landscaping plan shall be approved by the planning commission. Maintenance of soils and vegetation for stormwater infiltration shall be included in the landscaping plan.

G. *Building Standards.* In order to make large new buildings compatible with the scale of existing city development, and create a pedestrian-friendly environment, the apparent size of buildings and parking areas shall be broken down to relate to human scale by the following means:

If a building facade exceeds fifty feet in length, and is within twenty feet of an esplanade, trail, sidewalk, plaza, courtyard, or similar pedestrian area, it shall be broken down into smaller elements by jogging the wall in or out a minimum of four feet for at least ten feet of length, or by adding an element such as a porch, recessed entry, bay window, projecting trellis, or similar substantial architectural feature at least four feet deep by ten feet wide by one story high, at intervals so that no continuous wall plane is more than fifty feet in length.

If a building exceeds thirty feet in height, its apparent height shall be modulated wherever it is within ten feet of an esplanade, trail, sidewalk, plaza, courtyard, or similar pedestrian area, by adding shorter (twenty feet or less) building elements such as a wing of the building, arcade, trellis, lower roof overhang, horizontal projection at least two feet deep, awning, balcony, or other architectural feature to reduce the apparent height to a more human scale.

If a building wall is within twenty feet of a sidewalk, plaza, courtyard, or similar pedestrian area, it shall incorporate human-scale elements such as windows, arcades, lower roof overhangs, small-scale textural and color changes, moldings, balconies, projecting and recessed elements, doorways, landscaped areas, trellises, artwork, and/or other small-scale architectural features so that people will not be walking past large blank wall surfaces.

Primary building entrances shall be clearly visible from streets, pedestrian ways, and parking areas, with recessed or covered entrance areas to protect people from the rain. Projects shall be designed to facilitate pedestrian access, with pedestrian walkways connecting building entrances to adjacent public ways in locations which provide access to pedestrian street crossings.

Service and loading areas shall be located away from the primary parking and pedestrian areas to minimize conflicts. Dumpsters, loading platforms, storage areas, and similar functions shall be screened from direct view from pedestrian areas by attractive view-obstructing fencing or dense landscaping.

Parking lots in this zone shall provide landscaped areas distributed throughout the parking areas, totaling not less than five percent of the parking lot area, in addition to the perimeter landscaping required by subsection [17.46.080](#)(A). In order to limit impervious surface and avoid excessively large parking areas, parking lots in the industrial zone shall not exceed the minimum number of spaces required for each use under Chapter [17.46](#) by more than ten percent. Landscaping in and abutting parking lots shall be designed to infiltrate stormwater if feasible.

17.17.100 Off-street parking and landscaping requirements.

Section 17.17.100 is hereby amended as follows:

Off-street parking shall be provided in the manufacturing and shipping district with a minimum of one parking space for each one and one-half employees on the largest shift, and in accordance with specifications in Chapter [17.46](#), Parking. (Ord. 2794 § 1 (Att. A), 2008; Ord. 2521 Att. A § 3 (part), 2000)

Landscaping shall include LID infiltration BMPs if feasible.

17.21.110 Basic design standards.

Subsection (G) of Section 17.21.110 is hereby amended as follows:

G. *Building Standards.* In order to make large new buildings compatible with the scale of existing city development, and create a pedestrian-friendly environment, the apparent size of buildings and parking areas shall be broken down to relate to human scale by the following means:

If a building facade exceeds fifty feet in length, and is within twenty feet of an esplanade, trail, sidewalk, plaza, courtyard, or similar pedestrian area, it shall be broken down into smaller elements by jogging the wall in or out a minimum of four feet for at least ten feet of length, or by adding an element such as a porch, recessed entry, bay window, projecting trellis, or similar substantial architectural feature at least four feet deep by ten feet wide by one story high, at intervals so that no continuous wall plane is more than fifty feet in length.

If a building exceeds thirty feet in height, its apparent height shall be modulated wherever it is within ten feet of a sidewalk, plaza, courtyard, or similar pedestrian area, by adding shorter (twenty feet or less) building elements such as a wing of the building, arcade, trellis, lower roof overhang, horizontal projection at least two feet deep, awning, balcony, or other architectural feature to reduce the apparent height to a more human scale.

If a building wall is within twenty feet of a sidewalk, esplanade, trail, plaza, courtyard, or similar pedestrian area, it shall incorporate human-scale elements such as windows, arcades, lower roof overhangs, small-scale textural and color changes, moldings, balconies, projecting and recessed elements, doorways, landscaped areas, trellises, artwork, and/or other small-scale architectural features so that people will not be walking past large blank wall surfaces.

Primary building entrances shall be clearly visible from streets, pedestrian ways, and parking areas, with recessed or covered entrance areas to protect people from the rain. Projects shall be designed to facilitate pedestrian access, with pedestrian walkways connecting building entrances to adjacent public ways in locations which provide access to pedestrian street crossings.

Service and loading areas shall be located away from the primary parking and pedestrian areas to minimize conflicts. Dumpsters, loading platforms, storage areas, and similar functions shall be screened from direct view from pedestrian areas by attractive view-obstructing fencing or dense landscaping.

Parking lots in this zone shall provide landscaped areas distributed throughout the parking areas, totaling not less than five percent of the parking lot area, in addition to the perimeter landscaping required by subsection [17.46.080](#)(A). In order to limit impervious surface and avoid excessively large parking areas, parking lots in this zone shall not exceed the minimum number of spaces required for each use under Chapter [17.46](#) by more than ten percent. Parking lot design shall include LID infiltration BMPs if feasible.

17.41.010 Purpose and intent.

A new subsection (F) shall be added to Section 17.41.010 as follows:

F. Reduce erosion and stormwater runoff, and infiltrate stormwater using low impact designs.

17.41.020 General site landscaping.

A new subsection (N) shall be added to Section 17.41.020 as follows:

N. Suitable soil media shall be used and maintained consistent with LID infiltration BMPs if feasible.

17.46.010 General requirements.

A new subsection (L) shall be added to Section 17.46.010 as follows:

L. Parking and building dimension ratios shall be used to reduce impermeable surfaces and increase stormwater infiltration if feasible.

17.46.020 Spaces required.

The minimum number of off-street parking shall be determined in accordance with the following table while incorporating LID BMPs when feasible. One bicycle rack space shall be provided for every five parking spaces.

Use	Parking Spaces Required
Auditorium/assembly room/exhibition hall/theater/commercial recreation	1:4 fixed seats or 10:1,000 net square feet (nsf*) if no fixed seats

Use	Parking Spaces Required
Boat moorage, public or semi-public	1:2 docking slips
Boat storage	1:3 storage spaces
Funeral home/mortuary/religious inst.	1:5 seats
Hospital/in-patient treatment, outpatient surgical facility	1:patient bed
Hotel/motel	1:guest room
Manufacturing/assembly	1.5:1,000 nsf
Adult concessions:	
Adult entertainment	1:3 seats plus 1 space for every 2 employees on largest shift, or 1:100 nsf whichever is greater
Adult panorama theater or arcade	1:2 panorama device, or 1:300 nsf, whichever is greater
Adult retail	5:1,000 nsf
Office	4:1,000 nsf
Personal services:	
Without fixed stations	3:1,000 nsf
With fixed stations	1.5:station
Residential:	

Use	Parking Spaces Required
Single-family detached	2:unit
Multiple-unit structure:	
One-bedroom or studio unit	1.2:unit
Two-bedroom unit	1.6:unit
Three or more bedroom unit	1.8:unit
Restaurant	14:1,000 nsf
Retail/mixed retail/shopping center uses:	
Less than 15,000 nsf	5:1,000 nsf
More than 15,000 nsf	4:1,000 nsf
Senior housing:	
Nursing home	0.33:bed
Congregate care senior housing	0.5:unit
Senior citizen dwelling	0.8:unit
Rooming/board	1:rented room
Wholesale, warehouse	1.5:1,000 nsf

*** Net square feet (nsf)** The total number of square feet within the inside finished wall surface of the outer building walls of a structure, excluding major vertical penetrations of the floor (elevator and other mechanical shafts, stair wells), mechanical equipment, parking areas, common restrooms, common lobbies, and common hallways. Storage area is included in the net square feet calculation unless the property owner demonstrates that it cannot be converted to habitable space.

When a use is established which does not use a building, or which uses a very small building in relation to the number of vehicles reasonably expected, or has other unique parking requirements, the planning commission shall establish the number of spaces required to accommodate the reasonably expected parking demand generated by the

use, with the decision appealable to the city council. Examples of such uses include, but are not limited to, passenger ferry service, boat tours, bicycle tours, car or truck rental, taxi service, boat transport services, cruise boat moorage, park-and-ride lot. (Ord. 2992 § 1 (Att. A), 2016; Ord. 2902 § 7, 2013; Ord. 2794 § 1 (Att. A), 2008)

17.46.040 Off-street parking lot layout for commercial and multifamily areas, construction, and maintenance.

Subsection (D) of Section 17.46.040 shall be amended as follows:

D. *Construction.* All required off-street parking area shall be graded and surfaced to a standard comparable to the street which serves the parking area as determined by the city engineer and shall be developed and completed to the required standards before an occupancy permit for the building is issued. All traffic control devices such as parking strips, designated car stalls, directional arrow or signs, bull rails, curbs, and other developments shall be installed and completed as shown on the approved plans. Hard surfaced parking areas shall use paint or similar devices to delineate car stalls and direction of traffic. Where pedestrian walks are used in parking lots for the use of foot traffic only, they shall be curbed, or raised six inches above the lot surface. Pervious pavement should be used if feasible.

17.46.060 Off-street parking; landscaping plans and documents required; performance assurance.

Subsection (B) of Section 17.46.060 shall be amended as follows:

B. *Landscape Development Plan.* Landscape development plans shall indicate all areas to be preserved and planted including proposed fencing and landscape features. The landscaping plan shall also show locations of individual trees and shrubs; and name, size, spacing and quantity of the plant materials. No permit requiring off-street parking shall be issued without the administrator's approval of landscape development plans. Landscape plans shall include maintenance plans for LID infiltration BMPs on site.

17.46.070 Landscape development—Requirements.

A new subsection (E) shall be added to section 17.46.070 as follows:

E. Landscaping shall incorporate LID BMPs when feasible.

17.70.020 Statutory authorization, findings of fact, purpose, and objectives.

A. *Statutory Authorization.* The legislature of the state of Washington has delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the city council of Anacortes, does ordain as follows:

1. *Findings of Fact.*

a. The flood hazard areas of Anacortes are subject to periodic inundation which results in loss of life and property, health, and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

b. These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately flood proofed, elevated, or otherwise protected from flood damage also contribute to the flood loss.

2. *Statement of Purpose.* It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

a. To protect human life and health;

b. To minimize expenditure of public money and costly flood control projects;

c. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

d. To minimize prolonged business interruptions;

- e. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard;
- f. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
- g. To ensure that potential buyers are notified that property is in an area of special flood hazard; and
- h. To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.
- i. To incorporate LID BMPs if feasible.

17.70.080 Aquifer recharge areas.

A. *Intent.* This section establishes areas determined to be critical in maintaining both groundwater quantity and quality. This section specifies regulatory requirements to be enacted when development within these areas is proposed to occur and provides a methodology by which the city will determine the level of review and any mitigations required. The intent of this section is to:

1. Define minimum regulatory requirements to protect groundwater quality and quantity for existing and future use;
2. Identify the practices, alternatives, or mitigations that can minimize the adverse impacts of proposed projects; and
3. Ensure adequate design, construction, management, and operations to protect groundwater quality and quantity.

4. To incorporate LID BMPs if feasible.

17.70.340 Performance standards—General requirements.

Subsection 17.70.340(F)(7)(c) is hereby amended as follows:

c. *Stormwater Management Facilities.* Stormwater management outfall facilities, including LID improvements, are allowed in accordance with an approved critical areas report with no net loss of function to the wetland and wetland buffer. However, stormwater facilities beyond those necessary to ensure continued predevelopment stormwater flows to wetlands may only be permitted through the conditional use process.

Title 19

19.76.040 Stormwater management manual

Subsection G is hereby amended to read as follows:

G. Exceptions/Variations

1. The director may grant an adjustment to the application of the stormwater management manual and its minimum requirements prior to permit approval and construction consistent with the criteria in the city's NPDES Permit Appendix 1 Section 5, Adjustments.
2. The director may grant an exception/variance from this chapter or the application of the stormwater management manual and its minimum requirements prior to permit approval and construction when consistent with the criteria in the city's NPDES Permit Appendix 1 Section 6, Exceptions and Variations.
3. The director shall keep records, including the written findings of fact, of all local exceptions to the Minimum Requirements.
4. Exceptions/variances (exceptions) to the Minimum Requirements may be granted by the Permittee following legal public notice of an application for an exception or variance, legal public notice of the Permittee's decision on the application, and written findings of fact that documents the Permittees determination to grant an exception. Project-specific design exceptions based on site-specific conditions do not require prior approval of Ecology. The Permittee must seek prior approval by Ecology for any jurisdiction-wide exception.

5. A request for an adjustment or exception must meet the criteria in the [city's NPDES Permit](#) (Appendix 1) and be submitted on a form provided by the [department](#). The Permittee may grant an exception to the minimum requirements if such application imposes a severe and unexpected economic hardship. To determine whether the application imposes a severe and unexpected economic hardship on the project applicant, the director must consider and document with written findings of fact the following:
- a. The current (pre-project) use of the site, and
 - b. How the application of the minimum requirement(s) restricts the proposed use of the site compared to the restrictions that existed prior to the adoption of the minimum requirements; and
 - c. The possible remaining uses of the site if the exception were not granted; and
 - d. The uses of the site that would have been allowed prior to the adoption of the minimum requirements; and
 - e. A comparison of the estimated amount and percentage of value loss as a result of the minimum requirements versus the estimated amount and percentage of value loss as a result of requirements that existed prior to adoption of the minimum requirements; and
 - f. The feasibility for the owner to alter the project to apply the minimum requirements.
- In addition any exception must meet the following criteria:
- g. The exception will not increase risk to the public health and welfare, nor be injurious to other properties in the vicinity and/or downstream, and to the quality of waters of the state; and
 - h. The exception is the least possible exception that could be granted to comply with the intent of the Minimum Requirements.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning November 26, 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.

November 26, 2018

- Contract Award: Library Generator Electrical 18-096-FAC-002
- Contract Award: Library Boilers Replacement 18-173-FAC-001
- Sewer Rate Discussion - FCS Group (Discussion)

December 3, 2018

- Ordinance 3032: Adopting the 2019/2020 Biennial Budget
- Waste Management Anacortes Recycling Presentation (Discussion)

December 10, 2018

- Ordinance 3033: Adopting the 2019-2024 Capital Facilities Plan (Action)
- Fire Impact Fee Presentation from Berk and Associates (Discussion)
- Draft Impact Fee Ordinance 3030 (Discussion/Possible Action)

December 17, 2018

December 24, 2018

January 7, 2019

- City of Anacortes Legislative Priorities (Discussion)

January 14, 2019

- WA Cities Insurance Authority 1-Hour Elected Official Training Regarding Liability Exposures and Recommended Risk Controls (Discussion)

January 22, 2019

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Nov 19, 2018, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Nov 26, 2018, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Nov 28, 2018, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Dec 3, 2018, 5:00 PM, Main Conference Room, City Hall
- Port/City Liaison, Tuesday, Dec 4, 2018, 8:30 AM, City Hall
- Public Safety, Tuesday, Dec 4, 2018, 10:00 AM, Mayor's Office, City Hall
- Housing Affordability & Community Services, Thursday, Dec 6, 2018, 1:30 PM, City Council Chambers, City Hall
- Planning, Monday, Dec 10, 2018, 5:00 PM, Main Conference Room, City Hall
