



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

September 18, 2017
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Public Safety Committee
 - b. Finance Committee
 - c. Public Works Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of September 11, 2017
 - b. Approval of Claims in the amount of: \$620,639.52
 - c. Contract Modification: 2016-2017 Landscaping & Maintenance Services 16-063-IDS-001
 - d. Contract Modification: Emergency Sewer Repair Project 17-094-SEW-001
6. **Public Hearings**
7. **Other Business**
 - a. * Anacortes Family Center Affordable Housing (Discussion)
 - b. * Fire/EMS Budget and General Update (Discussion)
 - c. * Amendment to Interlocal Agreement with Skagit County for 2017 EMS Ambulance Services (Action)
 - d. * Police Budget and General Update (Discussion)
 - e. * City Attorney's Office Budget and General Update (Discussion)
 - f. * Donation Acceptance Consideration: "The Leaking Vase" (Action)
8. **Adjournment**

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

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



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning September 25, 2017

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

September 25, 2017

- Contract Award: 41st Street Sanitary Sewer Extension 17-113-SEW-001
- Anacortes Americorp in Anacortes School District Presentation (Discussion)
- Final Plat Approval, Phase IV of Rock Ridge South Subdivision (Discussion/Possible Action)
- Parks and Recreation Budget and General Update (Discussion)
- Library Budget and General Update (Discussion)
- Planning Budget and General Update (Discussion)
- Lodging Tax Advisory Committee Appointments (Discussion/Possible Action)
- Requested Amendment to Prilled Sulfur Interlocal Agreement with Port of Anacortes (Discussion/Possible Action)

October 2, 2017

- Water Rate Study Presentation (Discussion)

October 9, 2017

- Contract Amendment: Systems Design West Ambulance Billing Service
- Closed Record Public Hearing, Conditional Use Permit CUP-2017-0002: Dog Kennel/Boarding and Grooming Associated with an Existing Doggy Daycare at Molly Lane (Discussion/Possible Action)
- Closed Record Public Hearing, SDP-2017-0001; WSDOT Shoreline Permit(s) SSDP, SCUP & Shoreline Variance; SR-20 /Sharpe's Corner Vicinity Improvements (Discussion/Possible Action)

October 16, 2017

- Resolution ____: Establishing a Unified Fee Schedule for Utility Fees and Charges

October 23, 2017

November 6, 2017

- 2017/2018 Budget Mid-biennial Review and Modification: Mayor Presentation to Council (Discussion)

November 13, 2017

- Public Hearing: Ordinance ____: 2017/2018 Budget Mid-biennial Review and Modification (Discussion)

November 20, 2017

- Ordinance ____: 2017/2018 Budget Mid-biennial Review and Modification (Discussion/Possible Action)
- Resolution ____: Setting the City's Year 2018 Property Tax Regular Levy Increase (Discussion/Possible Action)

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Sep 18, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Sep 25, 2017, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Sep 27, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Oct 2, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Housing Affordability & Community Services, Thursday, Oct 5, 2017, 1:30 PM, Main Conference Room, City Hall
- Planning, Monday, Oct 9, 2017, 5:00 PM, Main Conference Room, City Hall

City Council Minutes – September 11, 2017

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of September 11, 2017 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett and Matt Miller were present. Councilmember Bruce McDougall was absent. The assembly joined in the Pledge of Allegiance.

Ms. Lovelett moved, seconded by Mr. Johnson, to excuse the absence of Mr. McDougall who was out of town on business. The motion carried unanimously by voice vote.

Announcements and Committee Reports

Planning Works Committee: Mr. Adams reported from the committee meeting earlier in the evening at which those present briefly discussed the Critical Areas Ordinance update currently under way and scheduled to come before the full Council later in the fall as well as ongoing work by consultant Makers and city staff on the development regulations update which would be the subject of upcoming workshops with the Planning Committee, the Planning Commission, and City Council.

Ms. Lovelett invited her colleagues to take a moment to reflect on hurricanes Harvey and Irma and contemplate lessons learned for emergency preparedness including possible evacuations and infrastructure planning for disasters. Mayor Gere described emergency response training scheduled for department heads but agreed that more discussion of infrastructure preparedness would be a good idea.

Public Comment

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

Consent Agenda

Mr. Walters removed Item 5c, Interlocal Cooperative Agreement with Skagit County for Library Services, from the Consent Agenda. Ms. Lovelett moved, seconded by Mr. Johnson, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

- a. Minutes of September 5, 2017
- b. Approval of Claims in the amount of: \$337,276.81

The following vouchers/checks were approved for payment:
EFT numbers: 86319 through 86359, total \$48,358.92
Check numbers: 86360 through 86382, total \$274,897.68
Wire transfer numbers: 220334 through 221184, total \$5,297.95

- c. Interlocal Cooperative Agreement with Skagit County for Library Services

Mr. Walters disclosed that as a fixed salary employee of Skagit County, one of the contracting parties to the agreement, under RCW 42.23.040 he had a remote interest in the agreement and for the city to enter into the agreement his vote could not be counted. Ms. Lovelett moved, seconded by Mr. Adams, to approve Consent Agenda Item 5c, Interlocal Cooperative Agreement with Skagit County for Library Services. The motion carried unanimously by voice vote with Mr. Walters abstaining.

PUBLIC HEARINGS

Continued Public Hearing: Ordinance 3008: Anacortes 2018-2023 Transportation Improvement Plan (TIP)

Public Works Director Fred Buckenmeyer advised that the packet materials presented for this topic at the September 5, 2017 City Council meeting had been reproduced in a more legible format for the current packet and recapped his presentation from the previous meeting. He reminded that adopting the proposed TIP did not obligate the City to any financial course of action but did allow the state to plan and predict funding requirements for the six years ahead. Referring to the agenda bill for this item, Mr. Buckenmeyer advised that the only change from the prior year TIP was the addition of intersection improvements at 32nd Street and M Avenue.

Mr. Buckenmeyer responded to councilmember questions about the 32nd Street and M Avenue intersection and 17th Street between Q and R Avenues, reiterating that any improvements at the latter location would likely be largely developer funded but that including that project in the TIP would allow use of state funding if that were to become available. Mr. Johnson inquired about adding bike and pedestrian safety improvements along Anacoppermine Road. Mr. Buckenmeyer described the topographical challenges of that location and suggested addressing that area in the city's 6-year transportation comprehensive plan in 2018. Mr. Adams inquired about WSDOT's schedule for SR20 overlays. Mr. Buckenmeyer clarified that state projects on state highways through Anacortes are not included in the TIP but updated Council on the bid schedule for WSDOT's SR20 overlay and Sharpes Corner roundabout projects.

Mayor Gere invited the public to comment as part of the public hearing on this agenda item.

Sylvia Cooper, 2023 I Avenue, asked what provisions would be made to move vehicles through Sharpes Corner during construction of the WSDOT project. Mayor Gere assured that WSDOT would put a plan in place to move traffic through that intersection.

Sara Holahan, 1511 38th Street, thanked Ms. Lovelett for bringing up 32nd Street and M Avenue and asked why that sidewalk improvement was not better coordinated with subsequent traffic control improvements. She expressed concern that the future improvements would tear out the sidewalks that had so recently been installed. Ms. Holahan also noted the blank Priority Number field on the TIP pages and asked how the TIP projects were prioritized. Mr. Buckenmeyer explained that the priority array would be developed with WSDOT and Skagit Council of Governments (SCOG); he acknowledged that Anacortes priorities might not be the same as those of the larger funding agencies.

No one else wishing to address the Council, at approximately 6:21 p.m. Mayor Gere closed public hearing.

Mr. Johnson moved, seconded by Ms. Pickett, to approve **Ordinance 3008** approving the 2018-2023 Transportation Improvement Plan (TIP). Vote: Ayes – Walters, Pickett, Adams, Lovelett, Miller and Johnson. Motion carried.

OTHER BUSINESS

Americans with Disabilities Act (ADA) Transition Plan Presentation

Mr. Buckenmeyer introduced the city's ADA self-assessment report and shared highlights from that report regarding the city's efforts to comply with the American's with Disabilities Act and make all city facilities accessible to all citizens. Mr. Buckenmeyer introduced Wastewater Treatment Plant Secretary Sylvia Cooper who coordinated the extensive effort to perform and compile the self-assessment entirely with community volunteers and in house staff.

Ms. Cooper thanked the team of volunteers for their many hours donated to reviewing all city facilities and every intersection sidewalk ramp in the city. She specifically thanked volunteer Mike Gibson for his professional expertise donated to the project. Ms. Cooper circulated the complete hard copy of the self-assessment report that assessed all the streets, sidewalks, buildings, parks, parking lots and other public facilities to determine what was already in compliance with the ADA and what remained to be done to achieve compliance. She said budgetary requirements for the full list of action items remained to be addressed but that many needed improvements were now being included in street and utility projects as well as private property improvements. Ms. Cooper reviewed the detailed supporting material included in appendices of the report and advised that the full report would be posted on the new city website when that went live later in the month.

Mr. Johnson asked about the timeline for completing larger, more expensive improvements such as parking lot re-grades. Ms. Cooper replied that each department head had received a report on updates needed at his or her building and that some projects might take five or six years to complete. Mr. Buckenmeyer confirmed that the projects were being incorporated into the city's asset management program. Ms. Lovelett strongly urged adding curb cuts to the sidewalks at the intersection of 22nd Street and J Avenue, a very active intersection for children, bicycles, seniors, walkers and wheelchairs. She asked if that project should be included in the TIP adopted earlier in the evening and if Safe Routes to School grant funding might be available. Ms. Lovelett urged soliciting input from curb cut users to determine which routes are currently in use by citizen who rely on ramps and prioritizing projects to provide mobility along those continuous routes. Mr. Buckenmeyer advised that 22nd Street and J Avenue could be addressed using local funds as part of the \$100K budgeted each year for such improvements. Ms. Pickett pointed out that the very busy intersection at 22nd Street and Commercial Avenue was also lacking ramps. Mr. Buckenmeyer explained at some length the legal requirement that every full width paving project include upgrading each contiguous intersection with fully ADA-compliant sidewalk ramps and that the enormous cost of complying with that regulation the full length of Commercial Avenue was what had caused WSDOT to postpone that paving project. Ms. Lovelett asked if the city could upgrade the ramps at some of those Commercial Avenue intersections using its own funds and seek reimbursement from WSDOT later as part of the paving project. Mr. Buckenmeyer said he had not seen that funding mechanism tried anywhere else.

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

Ms. Pickett thanked Ms. Cooper and the entire group of volunteers for their extraordinary efforts. Mr. Johnson thanked volunteer Mike Gibson for donating his wealth of valuable experience. Ms. Cooper thanked the following volunteers: Mike Gibson, Andy Arvidson, Paul Denham, Russ Gindhart, Colette Arvidson, John Christoferson, Mike Frushour, Mile Pear, Sue & Dick Newsham, John Pinguoch and Doug Shephard and staff members Fred Buckenmeyer, Steve Lange, Lou D'Amelio, Sylvia Cooper, Gunner Christiansen, Rob Hoxie, Eric Shjarback, Chuck Tidrington and Mayor Laurie Gere. Ms. Lovelett suggested an article in the *A-Town* publication soliciting citizen feedback on ramp priorities.

Museum Budget and General Update

Museum Director Steve Oakley presented an update on museum programs and projects. Mr. Oakley's slide presentation was added to the packet materials for the meeting. He described the museum's current exhibit, "At Home in Anacortes", museum tours and presentations, the upcoming lumber mills exhibit at the Maritime Heritage Center, the increase in visitation at the Maritime Heritage Center, W. T. Preston sternwheeler visitation and donations, volunteer efforts in support of collection development and preservation, and 2017 budget performance and performance measures. Mr. Oakley noted that

2018 would be the 60th anniversary of the Anacortes Museum History Board and the 50th anniversary of opening the museum in the Carnegie Library Building. He discussed the possibility of establishing a Wallie Funk memorial at the museum in honor of those anniversary dates.

Mr. Oakley thanked the mayor, City Council and citizens for supporting the museum and its range of public services, noting that it is rare for a community this size to have a museum as a city department. Mr. Oakley announced that he would be retiring at the end of November, ending a 41-year career in museums.

Mr. Adams asked about research requests at the museum. Mr. Oakley deferred to Museum Public Information and Education Coordinator Bret Lunsford. Mr. Lunsford described the range of questions that come to the museum in person, by phone and by email. He explained that museum staff train requestors how to use publicly available tools in the collection and also research topics if materials are not immediately available. Mr. Lunsford honored the work of his predecessor, Terry Slotemaker, who built the research files beginning years ago. He noted that each research response builds upon those resources for the future.

Mr. Adams asked how artifact donations are evaluated and accepted. Mr. Lunsford described the process, involving an evaluation by the museum curator and other staff, a recommendation to the Museum Advisory Board, and then a decision by the Board to either accept or decline the offer. Ms. Lovelett encouraged increased signage and visibility for the W.T Preston and the Maritime Heritage Center. Mr. Lunsford enumerated steps already taken in that direction over the past few years and said staff would be working to coordinate further developments with the Depot Master Plan.

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

Public Works Budget Update

Mr. Buckenmeyer began by reviewing capital projects, referring to the budget to actual report for capital projects that forms part of the quarterly finance update. Most projects were reported to be proceeding as planned and some would need to roll unspent 2017 funds into 2018. Mr. Buckenmeyer noted that the decommissioning of the retired water treatment plan was awaiting DOE permits and future budget needs for that project were undetermined pending DOE review. He said the Blue Heron reservoir project was proceeding on track and on budget but reminded that a new funding plan would need to be determined given the loss of the DWSRF loan. Mr. Buckenmeyer then reviewed a series of slides summarizing the status of budgeted capital projects in each Public Works division and noting any budget adjustments required for 2018. Mr. Buckenmeyer's slides were added to the packet materials for the meeting. He also addressed pavement rehabilitation projects completed and planned. Council engaged in extended discussion of emergency water supplies available on the island and contingency planning for water distribution. Mr. Miller reminded that the recommended preparation is that each household should be able to self-sustain with three days of water and food in the case of an emergency. Mr. Johnson noted the lower cost and high quality result of the Heart Lake Road cape seal project and asked if that methodology could be applied elsewhere in the city. Mr. Buckenmeyer said cape seal is most appropriate in locations without curb and gutter but could indeed be considered for such locations. Mr. Lovelett repeated her request to install sidewalk ramps at the intersection of 22nd Street and J Avenue. Mr. Buckenmeyer noted the request.

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

There being no further business, at approximately 7:35 p.m. the Anacortes City Council meeting of September 11, 2017 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the September 18, 2017 City Council meeting:

[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
221505	8/31/2017	78801229	02154	150-PRAXAIR DISRIBUTION INC	COMPRESSED GASES AND CYLINDER RENTAL	\$328.50
221301	8/31/2017	247319	08765	A WORKSAFE SERVICE INC	PRE-EMPLOYMENT DRUG TEST	\$55.00
221501	9/7/2017	924851/1	00021	ACE HARDWARE	29TH STREET FLOOR SEALING MATERIAL	\$13.01
221513	9/6/2017	67272	09065	ALLWEST UNDERGROUND, INC	PIPE PLUG	\$1,040.19
221300	9/1/2017	224824	00155	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; AUGUST 2017	\$210.00
221508	9/12/2017	BOATLOTREFUND	10740	ANDERSON, NANCY	REFUND DUPLICATE BOAT PARKING FEE	\$27.00
221314	9/7/2017	1990339639	06718	ARAMARK	APD NYLON MATS CLEANED	\$16.28
221424	9/7/2017	1990339647	06718	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$66.81
221496	9/11/2017	1990343670	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$71.61
221522	9/12/2017	1990346770	06718	ARAMARK	LAUNDRY SERVICE - WTP	\$54.95
221219	8/25/2017	1707-18	10585	BACHMAN ENVIRONMENTAL, LLC	CRITICAL AREAS DRAFT REVIEW	\$1,520.00
221323	8/31/2017	738116	00306	BAYSHORE OFFICE PRODUCTS INC	LIBRARY - OFFICE SUPPLIES	\$31.58
221510	8/16/2017	BI-0318762	00317	BECKWITH & KUFFEL	CHESTERTON 155 SINGLE CARTRIDGE SEAL	\$2,502.68
221321	9/5/2017	refund - Beller	10739	BELLER, LINDA	REFUND - NO SITES AVAILABLE	\$52.00
221315	8/30/2017	refund - bermudez	10734	BERMUDEZ, JANELLE	FIREWOOD PURCHASE	\$10.00
221433	9/6/2017	17-034-FAC-001	00369	BLYTHE PLUMBING & HEATING INC	RETAINAGE RELEASE	\$1,912.50
221224	8/28/2017	82607574	09185	BOUND TREE MEDICAL, LLC	PHARMACEUTICALS	\$38.35
221443	9/5/2017	47	00424	BUBBA SUDZ CAR WASH, INC.	AUGUST CAR WASHES- 11	\$99.00
221354	9/6/2017	2405892	09961	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$174.09
221355	9/5/2017	2405981	09961	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$89.92
221495	9/1/2017	92184202	01061	CHEMTRADE CHEMICALS US LLC	ALUM SULFATE - BULK	\$4,663.14
220955	9/1/2017	8403318146	00007	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$437.42
221439	9/5/2017	21120	08586	CLAMDIGGER	1/2 PAGE ADD PROMOTING ENERGY FAIR RUN	\$150.00
221519	9/11/2017	G47810	08501	COASTAL FARM &	NEW OPERATOR SAFETY SUPPLIES	\$230.41
221535	9/5/2017	8498 30 030 0111230	04412	COMCAST	WTP 14489 RIVER BEND RD. - 9/19-10/18/17	\$231.57
221536	9/10/2017	8493 30 017 0490698	04412	COMCAST	CITY HALL INTERNET CONNECTION 9/20-10/19/17	\$186.12
221500	9/6/2017	13896	08728	COMPRESSED AIR SYSTEMS, LLC	INTAKE VALVES, DISCHARGE VALVES, NUTS	\$333.43
221180	8/17/2017	795	00645	CONSTRUCTION UNLIMITED INC	CAP SANTE MARINE PROJECT: FENCE INSTALLATION - MOD 02	\$1,237.17

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
221417	9/8/2017	799	00645	CONSTRUCTION UNLIMITED INC	EMERGENCY SEWER REPAIR BLOCKS 804 & 805 NORTHERN PACIFIC ADDITION	\$29,364.60
221444	9/6/2017	1-556198	00789	DIAMOND RENTALS INC.	FORKLIFT RENTAL- #2-910A	\$336.97
221492	9/12/2017	2017 FALL REGIONALS	00808	DMCMA TREASURER	2017 FALL REGIONAL TRAINING - BURLINGTON WA	\$50.00
221142	9/5/2017	REBIM	06641	DODGE, MELINDA	DISH SOAP	\$13.87
221499	9/6/2017	17-21155	00850	EDGE ANALYTICAL, INC	HAA/THM ANALYSIS FOR A AVE/WWTP/WP/3MG	\$962.00
221409	9/8/2017	AR79267	09741	ELECTRONIC BUSINESS MACHINES	COPIER COPIES FOR WWTP	\$246.65
221141	9/5/2017	Evans	10735	EVANS, ELLEN	LIBRARY REFUND REQUEST	\$15.00
221358	9/7/2017	189541	00950	FIDALGO COFFEE ROASTERS	10 LBS. COFFEE 9/7	\$93.00
221419	9/7/2017	189570	00950	FIDALGO COFFEE ROASTERS	OPS- BREAKROOM SUPPLIES	\$130.20
221497	9/7/2017	189558	00950	FIDALGO COFFEE ROASTERS	BREAKROOM SUPPLIES - 5# FIDALGO GOLD/2#	\$132.40
221212	8/31/2017	1176487	00999	FOSTER PEPPER PLLC	WATER TELEMTRY SYSTEM MATTER NO. 100	\$6,191.50
221217	8/31/2017	1176477	00999	FOSTER PEPPER PLLC	WATER TREATMENT PLANT MATTER NO. 96	\$14,232.50
221493	9/5/2017	R103363422	09303	FRANCOTYP-POSTALIA, INC	MAILING MACHINE QUARTERLY RENTAL 9/1-11/30/17	\$130.07
221360	8/29/2017	286128	01023	FRONTIER BUILDING SUPPLY	SUPPLIES FOR FLEET'S SHED	\$1,478.37
221364	8/29/2017	286129	01023	FRONTIER BUILDING SUPPLY	SUPPLIES FOR OPS REMODEL	\$199.33
221420	8/29/2017	286131	01023	FRONTIER BUILDING SUPPLY	SUPPLIES- OPS REMODEL	\$97.85
221421	8/29/2017	286132	01023	FRONTIER BUILDING SUPPLY	SUPPLIES- OPS SHED	\$344.44
221530	8/15/2017	284398	01023	FRONTIER BUILDING SUPPLY	SHEETROCK - OPS REMODEL	\$5,050.15
221532		287118	01023	FRONTIER BUILDING SUPPLY	RETURNED SHEETROCK	(\$3,411.02)
221223	9/1/2017	360-293-0045-0223175	07909	FRONTIER COMMUNICATIONS	AFD EMERGENCY BACKUP LINES: 9/1 - 9/30	\$146.17
221404	9/1/2017	115674	01022	FRONTIER FORD	PART FOR VEH #011	\$107.64
221238	9/6/2017	Acct 160-3160-04	10737	GENTRY, ALEXIS & BRIAN	UB Refund Cst #057546	\$1,314.00
221514	9/11/2017	Summer17tango	05274	GOOD, PAMELA	TANGO INSTRUCTION SUMMER 20178	\$386.00
221025	8/31/2017	Order	03120	GRAINGER	ROTOMETERS	\$279.52
221429	8/21/2017	17419.00-5	04441	GRAY & OSBORNE INC	WATER TRANSMISSION MAIN REHABILITATION - PHASE 1: 7/23/17-8/19/17	\$1,276.17
221221	9/6/2017	168949	01132	GREEN RIVER COMMUNITY COLLEGE	FLUORIDE ANALYSIS LAB - CALEB ROLLO	\$50.00
221310	8/30/2017	refund - WP	10731	GROSSGLASS, DOROTHY	OVERPAYMENT AT WP PAY STATION	\$20.00
221447	8/30/2017	920129	10151	GUNARAMA WHOLESALE, INC	PATROL; FIREARMS	\$1,363.85
221533	9/12/2017	17-067-WTR-001	08358	H2O SOLUTIONS LLC	RETAINAGE RELEASE	\$125.00
221503	7/10/2017	10532550	01165	HACH COMPANY	TITRALAB PH ALK PROBE	\$324.90
221428	9/7/2017	99013485392016	06831	HARTFORD FIRE INSURANCE CO	FLOOD INSURANCE - WTP INTAKE PUMP STATION	\$7,695.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
221361	8/24/2017	1200070369	05880	HDR ENGINEERING, INC	BLUE HERON CIRCLE RESERVOIR PROJECT DESIGN 7/2/17-8/5/17	\$16,045.91
221481	7/14/2017	June	05880	HDR ENGINEERING, INC	BLUE HERON CIRCLE RESERVOIR PROJECT DESIGN - 4/28/17-7/1/17	\$13,898.63
221515	8/29/2017	3020704095	09284	IDEXX DISTRIBUTION INC	HPC SULFATE	\$219.53
221529	9/8/2017	Pay App 1	10251	INTERMOUNTAIN SLURRY SEAL INC.	2017 SLURRY SEAL	\$86,729.50
221437	8/31/2017	AFD 17	01364	ISLAND HOSPITAL	JULY AMBULANCE SUPPLIES, O2	\$1,757.16
221524	8/31/2017	LL.MEADD	01364	ISLAND HOSPITAL	AUGUST LIFELINE SERVICE FEE	\$64.95
221311	8/30/2017	refund-James	10732	JAMES, PHILLIP	OVERPAYMENT AT WASHINGTON PARK	\$78.00
221512	8/31/2017	24627	01530	LAKESIDE INDUSTRIES, INC.	GRAVEL - ACFL	\$35.89
221365	9/6/2017	Pay App 3	01546	LARRY BROWN CONSTRUCTION INC	2017 M AVENUE WATERLINE REPLACEMENT	\$163,044.44
221236	9/1/2017	41600240352	02909	LES SCHWAB TIRE CENTERS	FLAT REPAIR- VEH #603	\$15.19
221320		statement	02909	LES SCHWAB TIRE CENTERS	ZERO OUT STATEMENT FROM 2014	(\$16.51)
221411	9/6/2017	41600240838	02909	LES SCHWAB TIRE CENTERS	FLAT REPAIR- VEH #160	\$15.19
221368	8/31/2017	3091090706	04296	LEXISNEXIS	ON-LINE LEGAL WEBSITE SUBSCRIPTION	\$278.85
221398	9/11/2017	17-1360	04253	LIFE TEK, INC	FIRST AID/CPR TRAINING~	\$300.00
221402	9/11/2017	17-1383	04253	LIFE TEK, INC	FIRST AID/CPR TRAINING~	\$300.00
221403	9/11/2017	64978	10044	LMI NOTARY SERVICE	NOTARY STAMP & BOND FOR CAROL YATES	\$152.75
221418	8/7/2017	7716	07474	MACLEOD RECKORD PLLC	GUEMES CHANNEL TRAIL 30% DESIGN - PHASE II - JULY 2017	\$987.96
221489	9/7/2017	7733	07474	MACLEOD RECKORD PLLC	GUEMES TRAIL DESIGN - PHASE 2: AUGUST 2017	\$1,359.84
221490	9/7/2017	7734	07474	MACLEOD RECKORD PLLC	GUEMES TRAIL DESIGN - PHASE 6: AUGUST 2017	\$1,570.89
221359	9/1/2017	869	10520	MIN-NS	SEPTEMBER SUBSCRIPTION	\$130.20
221316	9/1/2017	refund-Moberg	10730	MOBERG, GAIL	CANCELLATION OF CAMPSITE	\$58.00
221231	8/31/2017	MV173531	01801	MOTOR TRUCKS, INC	PART FOR VEH #203	\$195.53
221432	9/5/2017	17-069-FAC-001	01808	MT BAKER OVERHEAD DOORS INC	RETAINAGE RELEASE	\$8,330.00
221434	9/7/2017	00294985	07378	MUNICIPAL CODE CORPORATION	ANNUAL WEB HOSTING AUGUST 2017	\$80.00
221482	8/31/2017	IN924867	10389	NOANET	FIBER NETWORK OPS, GIS, AND ENGINEERING SUPPORT - AUGUST 2017	\$20,726.25
221483	8/31/2017	IN924869	10389	NOANET	TRAVEL DAYS - FIBER NETWORK OPS, GIS, AND ENGINEERING SUPPORT: AUGUST 2017	\$1,066.00
221484	8/31/2017	IN924912	10389	NOANET	FIBER NETWORK OPS, GIS, AND ENGINEERING SUPPORT - SR MANAGER/ENGINEER	\$300.00
221486	8/31/2017	IN924868	10389	NOANET	TRAVEL EXPENSES - FIBER NETWORK OPS, GIS, AND ENGINEERING SUPPORT: AUG 2017	\$1,170.60
221220	9/6/2017	rollo/sherman trng	00137	NW WA SUBSECTION PNWS-AWWA	REGISTRATIONS-BASIC WATERWORKS-CAMERON	\$156.00
221408	9/11/2017	2017 NWACDM	07640	NWACDM	CDBG ANNUAL NWACDM MEMBERSHIP	\$100.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
221485	8/31/2017	0000552479	01958	OCLC, INC	CATALOGING, ILL, FIRSTSEARCH/WORLDCAT DISCOVERY	\$344.93
221518	8/31/2017	2110	01986	ORCA INFORMATION, INC	BACKGROUND CHECKS	\$72.00
221516	8/30/2017	8658	08981	PACIFIC NORTHWEST FIREWOOD	FIREWOOD BUNDLES - RESALE	\$1,309.00
221232	8/29/2017	0114739	06543	PACIFIC TIRE COMPANY, INC	TIRES- SHOP STOCK	\$732.97
221233	8/28/2017	0114632	06543	PACIFIC TIRE COMPANY, INC	SERVICE TO VEH #512	\$40.15
221234	8/28/2017	0114630	06543	PACIFIC TIRE COMPANY, INC	SERVICE TO VEH #510	\$37.98
221413	9/6/2017	0115033	06543	PACIFIC TIRE COMPANY, INC	TIRES - SHOP STOCK	\$495.63
221208	9/5/2017	16-042-WTR-0011	10736	PEOPLES BANK FOR, TIGER CONSTRUCTION LTD	RETAINAGE DEPOSIT FOR TIGER CONST PAY APP #1	\$7,366.17
221436	9/12/2017	Petty Cash Keri	02088	PETTY CASH FUND	REIMBURSE PETTY CASH FUND KERI	\$80.00
221534	9/12/2017	petty cash	02092	PETTY CASH FUND	PETTY CASH SEPT 2017	\$78.00
221399	9/7/2017	001-380372	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #704	\$35.96
221400	9/7/2017	001-380416	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #034	\$38.65
221401	9/7/2017	001-380392	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #013	\$41.31
221440	9/8/2017	001-380554	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #851	\$5.78
221441	9/11/2017	001-380719	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #704	\$149.83
221442	8/22/2017	001-379017	02109	PISTON SERVICE OF ANACORTES	SUPPLIES- SHOP STOCK	\$468.43
221218	9/5/2017	8292	02141	PORT OF ANACORTES	FINAL BILL FOR DINGY DOCK RENTAL QD-01A	\$8.89
221517	9/7/2017	BBB013095-BS03	02178	PROSTOCK ATHLETIC SUPPLY, INC	SOCCER LEAGE SUPPLIES	\$859.15
221039	8/30/2017	200000666863	02192	PUGET SOUND ENERGY	LIBRARY 10TH ST LED 8/2-8/30/17	\$13.58
221129	9/1/2017	200000667101	02192	PUGET SOUND ENERGY	LIBRARY 1220 10TH 7/8-8/7/17	\$2,974.06
221130	9/1/2017	200012505505	02192	PUGET SOUND ENERGY	14489 RIVER BEND RD. - AUGUST ELECT.	\$105,383.34
221237	8/31/2017	300000006951	02192	PUGET SOUND ENERGY	STREET LIGHTS	\$17,233.34
221294	9/6/2017	220013286525	02192	PUGET SOUND ENERGY	HEART OF ANACORTES 8/5-9/5/17	\$37.35
221295	9/6/2017	220013286491	02192	PUGET SOUND ENERGY	ELECTRICITY	\$1,771.93
221426	9/7/2017	97076 8/2017	02192	PUGET SOUND ENERGY	1100 ST RT. 20 ELECTRICITY	\$18.54
221491	9/7/2017	220013297498	02192	PUGET SOUND ENERGY	CASINO DRIVE UNDER TWIN BRIDGES- 08/08-09/06	\$71.39
221531	9/5/2017	P1529-11	06985	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP	\$2,790.00
221119	9/1/2017	5050157564	01351	RICOH USA, INC	S/N C86079893 LIBRARY PUBLIC 6/01-8/31/17	\$130.78
221312	8/29/2017	refund-Scholten	10733	SCHOLTEN, JEANA	REFUND - NO CHANGE AVAILABLE AT PARK	\$11.00
221397	9/6/2017	12406	02405	SEBO'S DO-IT CENTER	PART FOR #11913A	\$49.86
221170	8/7/2017	5601840750	04339	SIEMENS INDUSTRY, INC	ULTRASONIC TRANSDUCERS	\$2,051.55
221416	9/6/2017	1171859	02450	SIGNATURE FORMS, INC	BLANK CHECK STOCK (AP)	\$169.75
221488	9/7/2017	AFD FmQ2 17	02505	SKAGIT- 911	SPILLMAN FEES FOR 2ND QTR	\$1,302.34
221367	8/31/2017	914	02470	SKAGIT CONSERVATION DISTRICT	NPDES II OUTREACH & EDUCATION - AUGUST 2017	\$675.82
221101	9/5/2017	September	07723	SKAGIT LAW GROUP PLLC	PROSECUTION SERVICES SEPTEMBER 2017	\$6,000.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
221427	9/6/2017	1068788	02519	SKAGIT PUBLISHING LLC	PUBLISH AA-1664205	\$60.90
221357	9/8/2017	sball league umpires	02527	SKAGIT VALLEY SOFTBALL	PAYMENT ADULT SOFTBALL LEAGUE UMPIRES	\$1,726.00
221487	9/7/2017	10700	10273	SKILLINGS CONNOLLY, INC	WASTEWATER TREATMENT PLANT OUTFALL REPAIR DESIGN - 7/26/17-8/25/17	\$20,722.12
221520	9/12/2017	STORVIKREFUND	10205	SLEEPER, KARAH & SHAWN	REFUND STORVIK SHELTER RESERVATION FEE	\$25.00
221494	8/31/2017	INV00273517	10661	SMARSH	ARCHIVING PLATFORM	\$477.05
221209	8/30/2017	1177075	02681	SURETY PEST CONTROL	LIBRARY PEST CONTROL	\$66.19
221521	6/30/2017	00062017028	10176	THE AGENCY	ADVERTISEMENT IN THE SAM BROCHURE	\$802.90
221412	8/30/2017	12387	07568	THE PLUMBING GUYS, INC	TOILET REPAIR	\$197.00
221366	8/31/2017	17116	09434	TRANSPORTATION SOLUTIONS INC	32ND & D ROUNDABOUT INTERSECTION IMPROVEMENT DESIGN AUGUST 2017	\$3,758.47
221509	9/5/2017	170798	04831	T-SHIRTS BY DESIGN	T-SHIRTS FOR CITY SOCCER LEAGUE	\$5,057.19
221511	9/7/2017	170854	04831	T-SHIRTS BY DESIGN	REF T-SHIRTS	\$184.45
221415	9/6/2017	275419	09522	U.S. MOWER	REPAIRS- VEH #704	\$833.11
221414	9/9/2017	000099E018367	02817	UNITED PARCEL SERVICE	WTP UPS PACKAGE	\$38.90
221449	9/9/2017	00005W5A83367	02817	UNITED PARCEL SERVICE	UPS SHIPPING CHARGES; WEEK END 9-9-17	\$7.72
221425	9/11/2017	386000156	08528	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 8/1/17-8/31/17	\$63.00
221445	9/12/2017	7080099	02855	UTILITIES UNDERGROUND LOCATION	AUGUST LOCATE TICKETS	\$246.40
220954	8/20/2017	9791363815	07342	VERIZON BUSINESS	PUMP STATION SCADA COMMUNICATION 7/21-8/20	\$502.62
221251	8/28/2017	9791797064	02879	VERIZON WIRELESS	CITY CELL PHONES 7/26-8/28/17	\$7,797.32
221102	9/21/2017	2870	10726	WAPRO	WAPRO FALL CONFERENCE	\$175.00
221213	8/2/2017	118000671	02930	WASHINGTON STATE PATROL	BACKGROUND CHECKS; JULY 2017	\$168.00
221216	9/6/2017	118001454	02930	WASHINGTON STATE PATROL	BACKGROUND CHECKS; AUGUST 2017	\$132.00
221235	9/6/2017	118000932	02930	WASHINGTON STATE PATROL	BACKGROUND CHECKS-SOCCER COACHES	\$24.00
221528	6/14/2017	117007945	02930	WASHINGTON STATE PATROL	BACKGROUND CHECKS, MUSEUM VOLUNTEERS	\$24.00
221410	8/9/2017	20077	06562	WESTERN SYSTEMS REFUSE &	SEWER JET CAMERA REPAIRS	\$42.78
221322	9/7/2017	refund-WPC	08903	WESTMINSTER PRESBYTERIAN	CANCELLED USE OF STORVIK PARK FOR 9/9/17	\$25.00
221362	8/24/2017	83927	03065	WHITNEY EQUIPMENT CO INC	PORTABLE 2160 LASERFLOW SYSTEM	\$20,426.21
220003	8/14/2017	11213649	03072	WILBUR-ELLIS COMPANY, LLC	RESTOCK OF VEGETATION CONTROL SPRAY	\$282.10
221317	9/1/2017	refund - wright	10631	WRIGHT, JAMES	CANCELLATION OF CAMPING - 3 NIGHTS -	\$58.00
221226	9/1/2017	090488922	03123	XEROX CORPORATION	XEROX COLOR CUBE PRINTER USAGE 7/21-8/21/17	\$187.02

Total

\$620,639.52



City Council Agenda Bill

Meeting Date: 8/18/2017

Agenda Item: 5c

Subject: 2016-2017 Landscape Maintenance Services

Staff Contact: Gary Robinson

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

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

Summary Statement: Staff requests consent to issue a contract modification to extend the current contract for Landscape Maintenance Services through 8/31/17 and increase the total contract price from \$67,378.50 by \$5,425.00 for a total of \$72,803.50. The current contract expired 7/31/17, Gonzales Landscaping & Maintenance Services provided Landscape Maintenance Services for the month of August 2017.

Background: Gonzales Landscaping & Maintenance Services began providing Landscape Maintenance Services at specified City locations beginning in August 2016. It was requested they continue the service for one additional month, through August 2017.

Budget Impact	
Amount Budgeted	\$80,000.00
Budget Account (BARS)	101.410.576.80.41
Proposed Expenditure	\$5,425.00
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Gonzales Landscaping
Amount	\$5,425.00
Start Date	August 1, 2016
End Date	August 31, 2017

Previous Council/Committee Action: City Council approved the contract award on 7/25/2016.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council provide its consent to issue a modification to Gonzales Landscaping & Maintenance under Contract 16-063-IDS-001 in the amount of \$5,425.00 for a total contract amount of \$72,803.50.

Alternative Actions: N/A

Attachments (listed in order presented): Modification 02 to Contract 16-063-IDS-001



Contract Number 16-063-IDS-001
Modification 02

Date September 19, 2017
Modification No. 01
Page 1 of 1 Pages

Contract Number 16-063-IDS-001
Contract Title 2016-2017 Landscaping & Maintenance Services
Prime Contractor Gonzalez Landscaping & Maintenance Services

PREAMBLE

In accordance with Provision 19 Amendment, this modification is issued to extend the term of service. The contract price will increase from \$67,378.50 by \$5,425.00 to \$72,803.50.

The Contract is amended as follows:

1. **Payment**, under 2.a, is hereby revised to read:

The City shall pay Contractor a sum not to exceed **Seventy-Two Thousand Eight Hundred Three Dollars and Fifty Cents (\$72,803.50)** per Contractor's original bid and the work added under Provision

1. The Bid Schedule under Exhibit A is hereby revised to read as follows:

2016-2017 LANDSCAPE MAINTENANCE SERVICES PROJECT NO. 16-063-IDS-001 BID FORM							
Item No.	Description	Qty	U/M	Monthly Price		Amount	
1	Monthly Landscape Service	13	Monthly	\$	4,650.00	\$	60,450.00
2	Prune Shrubs @ Library – First Time	1	Lump Sum	\$	2,000.00	\$	2,000.00
3	Pruning & Weeding @ Police Station – First Time	1	Lump Sum	\$	800.00	\$	800.00
4	Additional Maintenance @ Library [October 2016-August 2017]	11	Monthly	\$	250.00	\$	2,750.00
5	Additional Maintenance @ Police Station [October 2016-August 2017]	11	Monthly	\$	100.00	\$	1,100.00
Subtotal						\$	67,100.00
8.5% Sales Tax						\$	5,703.50
Total Bid						\$	72,803.50

2. **Term**, the first sentence is hereby deleted and replaced with the following:

This contract shall be for a thirteen-month term, beginning on August 1, 2016 and terminating on August 31, 2017.

All other terms remain unchanged

CITY OF ANACORTES

GONZALES LANDSCAPING & MAINTENANCE

By _____
Laurie Gere, Mayor

By _____

Date _____

Date _____

Original Agreement Amount	\$60,543.00	Original Contract Completion Date	7/31/2017
Current Agreement Amount	\$67,378.50	Current Contract Completion Date	7/31/2017
Change Per this Modification	\$ 5,425.00	Net Change	31 days
Total After Modification	\$72,803.50	Contract Completion Per This Modification	8/31/2017



City Council Agenda Bill

Meeting Date: 9/18/2017

Agenda Item: 5d

Subject: Contract Modification – Emergency 8th Street Sanitary Sewer Main Repair/Replacement in alley between West 2nd and West 3rd Streets and Hartford and Illinois Avenues

Staff Contact: Fred Buckenmeyer

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

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

Summary Statement: In accordance with Provisions 1-04.4 Changes as cited in Standard Specifications for Road, Bridge, and Municipal Construction 2016 under Contract 17-094-SEW-001, City staff seeks City Council consent to issue a contract modification to Construction Unlimited in the amount of \$112,895.03 increasing the total contract price to \$209,584.81, to incorporate additional time and materials that were required because of unexpected worksite conditions during the Emergency 8th Street Sanitary Sewer Main Repair.

Background: On July 15, 2017, an unanticipated sewer collapse was discovered. At that time a preliminary estimate was prepared in order to begin the contract process. That original estimate was based upon standard unit bid contract pricing. That estimate did not account for unforeseen field conditions. Additional time was required due to the tight working conditions in this developed alley. The contractor encountered multiple conflicts including: neighboring tall fences, neighboring garage buildings, other neighboring facilities including a swimming pool, adjacent gas main, multiple crossing gas services, and numerous overhead power and telecommunication cable crossings. Also requiring additional time was multiple repairs to failures in the existing old concrete sewer main line that was used as a bypass during construction of the new PVC sewer line. While maintain the existing sewer main during the project required additional time, doing so allowed for maintaining sewer service to neighboring and upstream properties without costly and nosy bypass pumping systems running 24 hours a day for the duration of the project.

Budget Impact	
Amount Budgeted	\$2,918,000.00
Budget Account (BARS)	440.000.594.35.63
Proposed Expenditure	\$112,895.03
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Construction Unlimited
Amount	112,895.03
Start Date	Ratified
End Date	9/30/17

Previous Council/Committee Action: Original contract awarded on 7/24/17.

Competing Viewpoints Considered: N/A

Recommended Motion: I move the City Council provide consent to issue a contract modification to Construction Unlimited in the amount of \$112,895.03 increasing the total contract price to \$209,584.81.

Alternative Actions: N/A

Attachments: Modification 01 to Contract 17-094-SEW-001



**Contract Number 17-094-SEW-001
Modification 01**

Date	September 19, 2017			
Modification No.	01			
Page	1	of	2	Pages

Contract Number 17-094-SEW-001

Contract Title Emergency Sewer Repair Blocks 804 & 805 Northern Pacific Addn.

Prime Contractor Construction Unlimited Inc.

PREAMBLE

In accordance with Provisions 1-04.4 Changes as cited in Standard Specifications for Road, Bridge, and Municipal Construction 2016, this modification provides an equitable price adjustment in consideration of changes in Work as described below under Article I. Accordingly, the contract price is increased from \$96,689.78 by \$112,895.03 to \$209,584.81.

The Contract is amended as follows:

DESCRIPTION:

Insert the following *second paragraph* under Description:

"The work as described above is hereby amended per Modification 01. The Contractor required additional time due to the tight working conditions in this developed alley. The Contractor encountered multiple conflicts requiring additional time including: neighboring tall fences, neighboring garage buildings, other neighboring facilities including a swimming pool, adjacent gas main, multiple crossing gas services, and numerous overhead power and telecommunication cable crossings. In addition, multiple repairs were required to failures in the existing old concrete sewer main line that was used as a bypass during construction of the new PVC sewer line. This added work requires additional time and material."

U/M:

Is revised to read:

"LS"

AMOUNT:

Is revised to read:

"\$193,165.72"

SUBTOTAL:

Is revised to read:

"\$193,165.72"

SALES TAX @ 8.5%:

Is revised to read:

"\$16,419.09"

TOTAL PRICE:

Is revised to read:

"\$209,584.81"

All other terms and conditions remain unchanged.

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

CITY OF ANACORTES

By _____
Laurie Gere, Mayor

Date _____

CONSTRUCTION UNLIMITED

By _____
Signature

Printed Name _____

Title _____

Date _____

Original Agreement Amount	<u>\$96,689.78</u>	Original Contract Completion Date	<u>9/30/2017</u>
Current Agreement Amount	<u>\$96,689.78</u>	Current Contract Completion Date	<u>9/30/2017</u>
Change Per this Modification	<u>\$112,895.03</u>	Net Change	<u>0 days</u>
Total After Amendment	<u>\$209,584.81</u>	Contract Completion Date After Change	<u>9/30/2017</u>



City Council Agenda Bill

Meeting Date: 9/18/2017

Agenda Item: 5e

Subject: Contract Modification – Fiber Build Project

Staff Contact: Fred Buckenmeyer

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

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

Summary Statement: In accordance with Provisions 1-04.4 Changes, and 1-05.1 Control of Work as cited in Standard Specifications for Road, Bridge, and Municipal Construction 2016 under contract 14-056-IDS-001, City staff seeks Council consent to issue a contract modification to Henkels and McCoy, Inc. in the amount of \$21,293.12, increasing the total contract price to \$1,040,336.88, in order for the contractor to provide supervision, labor, and materials to complete the library equipment room phase of the Fiber Build Project. This additional work is within the boundaries of the originally contracted work.

Background: On May 8, 2017 the City Council awarded Henkels and McCoy, Inc. the contract to construct the Fiber Optics Communication Installation. It was then discovered that additional labor and materials are needed to complete the library equipment room phase of the project.

Budget Impact	
Amount Budgeted	\$2,918,000.00
Budget Account (BARS)	440.000.594.3563
Proposed Expenditure	\$21,293.12
Budget Amendment Required?	No
Revenue Source	Sewer Funds

Proposed Contract	
Contractor	Henkels and McCoy, Inc.
Amount	\$21,293.12
Start Date	Notice to Proceed
End Date	142 days

Previous Council/Committee Action: Original contract awarded on 5/8/17.

Competing Viewpoints Considered: N/A

Recommended Motion: I move City Council provide consent to issue a modification to Henkels and McCoy, Inc. under Contract 14-056-IDS-001 in the amount of \$21,293.12 for a total contract amount of \$1,040,336.88.

Alternative Actions: N/A

Attachments (listed in order presented): Modification to Contract 14-056-IDS-001.



Contract 14-056-IDS-001 Modification 01

Date September 19, 2017

Modification No. 01

Page 1 of 1 Page

Agreement Number	14-056-IDS-001
Project Description	City of Anacortes Fiber Build Project
Prime Contractor	Henkels & McCoy, Inc.

BACKGROUND

In accordance with Provisions 1-04.4 Changes, as cited in Standard Specifications for Road, Bridge, and Municipal Construction 2016, this modification provides an equitable price adjustment in consideration of changes in Work as described below under Article I. Accordingly, the contract price is increased from \$1,019,043.76 by \$21,293.12 to \$1,040,336.88.

Accordingly, the following change is incorporated under this contract:

ARTICLE I. WORK

Insert the following as *second paragraph* under Article I:

"The work as described above is hereby amended per Modification 01. The Contractor will provide all supervision, labor, and the required material to complete the installation as requested at the City of Anacortes Library in the drawings entitled "Library Colo. Room", which are hereby incorporated by reference and made a part hereof, in order to complete the library equipment room phase of the project."

ARTICLE II. PRICE

The paragraph hereby deleted and replaced with the following:

"The Total Contract Price is **One Million Forty Thousand Three Hundred Thirty-Six Dollars and Eighty-Eight Cents (\$1,040,336.88)**. The Contractor's bid schedule is incorporated by reference and attached hereto under Part II Bid forms: Bid Schedule A and Bid Schedule B. The price for Modification 01 is \$21,293.12 which includes \$1,668.12 in tax."

All other terms remain unchanged.

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

CITY OF ANACORTES

By _____
Laurie Gere, Mayor

Date _____

HENKELS & MCCOY, INC.

By _____
Signature

Printed Name _____

Title _____

Date _____

Original Agreement Amount	\$1,019,043.76
Current Agreement Amount	\$1,019,043.76
Change Per this Modification	\$21,293.12
Total After Modification	\$1,040,336.88

AFFORDABLE HOUSING PROJECT

ANACORTES FAMILY CENTER

PROPOSED LOCATION

1018 27th Street



1020 27th Street



CURRENT CODE RESTRICTIONS ON PROJECT

- Current Restrictions for R₄A Use Zone:
 - Height:
 - Current limit: 35'
 - Only 3 stories would be allowed
 - Parking:
 - Current requirement: 1.5 spaces per unit average
 - Approx 30 spaces would be required
 - Density:
 - Current requirements: 18 units per gross acre
 - Only 6 units would be allowed
 - Impact Fees:
 - \$11,000 approximate in traffic impact fee
 - \$11,685 in park impact fee



OPTIONS

- 1: **Wait for Development Regulation** updates
 - Would postpone project and could jeopardize funding
- 2: **Create overlay zone** to allow project
 - Develop a new overlay zone that includes property
 - Would have allowances for affordable housing
- 3: **Amend Code** to allow project
 - Change existing code for R4A use zone
 - Link changes to affordable housing
 - Allow necessary changes (height, density, parking) w/in proximity to Commercial
- 4: **Update Impact Fees Ordinance** separately
 - Doesn't require development regulation adoption process

PROCEDURE

- ANY CHANGE TO DEVELOPMENT CODE WILL REQUIRE
 - Planning Commission
 - Present updates
 - Hold Public Hearing
 - Make recommendation to City Council
 - City Council
 - Review recommendation of City Council
 - Adopt Code language
 - Commerce Review
 - 60 days prior to adoption

STAFF RECOMMENDATION

- I. Council determine support level for project
- II. If supported, direct staff to work on two code amendments:
 - a) A Development Regulation Update that would change standards for affordable housing projects in the R4A Zone :
 - 1. Eliminate or increase maximum height to 50'
 - 2. Eliminate or increase maximum density
 - 3. Reduce off-street parking requirements to one space per unit
 - b) An Impact Fee Ordinance:
 - 1. Allow for reduced impact fees for low-income housing
 - 2. Update and include impact fees in the AMC



City Council Agenda Bill

Meeting Date: 9/18/2017

Agenda Item: 7a

Subject: Anacortes Family Center Project

Staff Contact: Don Measamer, Darcy Swetnam

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

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

Summary Statement: Staff seeks support from Council to begin work on a solution that would allow the Anacortes Family Center to construct a 19-unit affordable housing apartment building adjacent to the new Transitional Housing site. The overlay would require allowance for increased height, density, reduced parking requirements, and an impact fee waiver for affordable housing.

Background: The Anacortes Family Center approached the City with an idea for an affordable housing project on 27th Street adjacent to the new Transitional Housing site. The project would consist of 19 apartment units in a four story building and would be designated as affordable housing. The AFC has already secured private donors to fund the project and would like to begin design work before the end of 2017. They are seeking the assistance of the City to allow the project to continue despite current development regulations that would otherwise prevent the project. Specifically, the AFC would like to be able to exceed current 35' height restrictions to build up to 50', provide one parking spot per unit, exceed current density standards, and receive an impact fee waiver. Staff proposes the creation of an overlay zone or a specific code amendment to the underlying zoning that would allow the project and is seeking Council support to proceed.

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: None

Competing Viewpoints Considered: N/A

Recommended Motion: None at this time

Alternative Actions:

Attachments (listed in order presented): Anacortes Family Center presentation

Comprehensive Housing Affordability Strategy ("CHAS") data

Summary Level: City

Created on: September 12, 2017

Data for: Anacortes city, Washington

Year Selected: 2009-2013 ACS

Income Distribution Overview	Owner	Renter	Total	
Household Income less-than or= 30% HAMFI	240	430	670	
Household Income >30% to less-than or= 50% HAMFI	285	370	655	
Household Income >50% to less-than or= 80% HAMFI	490	455	945	
Household Income >80% to less-than or=100% HAMFI	450	210	660	
Household Income >100% HAMFI	3,020	845	3,865	
Total	4,485	2,310	6,795	
Housing Problems Overview 1	Owner	Renter	Total	
Household has 1 of 4 Housing Problems	1,235	1,060	2,295	
Household has none of 4 Housing Problems	3,205	1,235	4,440	
Cost Burden not available	40	20	60	
Total	4,485	2,310	6,795	
Severe Housing Problems Overview 2	Owner	Renter	Total	
Household has 1 of 4 Severe Housing Problems	505	535	1,040	
Household has none of 4 Severe Housing Problems	3,940	1,755	5,695	
Cost Burden not available	40	20	60	
Total	4,485	2,310	6,795	
Housing Cost Burden Overview 3	Owner	Renter	Total	
Cost Burden less-than or= 30%	3,229	1,250	4,479	
Cost Burden >30% to less-than or= 50%	740	525	1,265	
Cost Burden >50%	475	509	984	
Cost Burden not available	40	20	60	
Total	4,485	2,310	6,795	
Income by Housing Problems (Owners and Renters)	Household has 1 of 4	Household has none of 4	Cost Burden	Total
	Housing Problems	Housing Problems	not available	
Household Income less-than or= 30% HAMFI	510	99	60	670
Household Income >30% to less-than or= 50% HAMFI	445	210	0	655
Household Income >50% to less-than or= 80% HAMFI	485	460	0	945
Household Income >80% to less-than or= 100% HAMFI	240	415	0	660
Household Income >100% HAMFI	615	3,250	0	3,865
Total	2,295	4,440	60	6,795
Income by Housing Problems (Renters only)	Household has 1 of 4	Household has none of 4	Cost Burden	Total
	Housing Problems	Housing Problems	not available	
Household Income less-than or= 30% HAMFI	320	95	20	430
Household Income >30% to less-than or= 50% HAMFI	290	80	0	370
Household Income >50% to less-than or= 80% HAMFI	290	165	0	455
Household Income >80% to less-than or= 100% HAMFI	65	145	0	210
Household Income >100% HAMFI	100	745	0	845
Total	1,060	1,235	20	2,310
Income by Housing Problems (Owners only)	Household has 1 of 4	Household has none of 4	Cost Burden	Total
	Housing Problems	Housing Problems	not available	
Household Income less-than or= 30% HAMFI	190	4	40	240
Household Income >30% to less-than or= 50% HAMFI	155	130	0	285
Household Income >50% to less-than or= 80% HAMFI	195	295	0	490
Household Income >80% to less-than or= 100% HAMFI	175	270	0	450
Household Income >100% HAMFI	515	2,505	0	3,020
Total	1,235	3,205	40	4,485
Income by Cost Burden (Owners and Renters)	Cost burden > 30%	Cost burden > 50%	Total	
Household Income less-than or= 30% HAMFI	505	430	670	
Household Income >30% to less-than or= 50% HAMFI	445	240	650	

Household Income >50% to less-than or= 80% HAMFI	485	175	950	
Household Income >80% to less-than or= 100% HAMFI	235	65	660	
Household Income >100% HAMFI	580	80	3,870	
Total	2,250	990	6,795	
Income by Cost Burden (Renters only)	Cost burden > 30%	Cost burden > 50%	Total	
Household Income less-than or= 30% HAMFI	315	255	430	
Household Income >30% to less-than or= 50% HAMFI	290	150	370	
Household Income >50% to less-than or= 80% HAMFI	290	85	455	
Household Income >80% to less-than or= 100% HAMFI	59	4	210	
Household Income >100% HAMFI	80	15	845	
Total	1,034	509	2,310	
Income by Cost Burden (Owners only)	Cost burden > 30%	Cost burden > 50%	Total	
Household Income less-than or= 30% HAMFI	190	175	240	
Household Income >30% to less-than or= 50% HAMFI	155	90	285	
Household Income >50% to less-than or= 80% HAMFI	190	85	490	
Household Income >80% to less-than or= 100% HAMFI	175	60	450	
Household Income >100% HAMFI	505	65	3,020	
Total	1,215	475	4,485	

1. The four housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%.
2. The four severe housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 50%.
3. Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes.





Affordable Housing



Thank You For Your Support!

Affordable Housing



- The Need
 - 1% occupancy in Skagit County
 - Worse in Anacortes – less than 1 opportunity per quarter
 - Highest need for Studios, 1-Bedroom & 2-Bedroom Units
 - Housing with rents accessible to working people & families

Affordable Housing



City of Anacortes
Affordable Housing Needs Data
2011-2014 American Community Survey
Prepared by Skagit County Public Health

% of Area Median Income (AMI)	# of Renter Households	% of Renter Households	Number of Affordable Rental Homes	% of Rental Stock	Homes Needed to Meet Current Need
0-30% AMI	495	21%	305	13%	190
30-50% AMI	395	16%	255	11%	140
50-80% AMI	425	18%	1,100	46%	(675)
80% AMI and above	1,085	45%	710	30%	375 (zero)

Note: Does not take into consideration: bedroom/family size; availability of units to lower-income households, due to “down-renting”; households not currently living in Anacortes who would like to.

AFC's Plan

- Build a 19 unit, 4 story building on two properties 1018 & 1020 27th
- All pre-development donated
- Built on footprint of Transitional Housing site
 - 5 Studios
 - 10 – 1-Bedroom
 - 4 – 2-Bedroom
- Likely 50% AMI – with HUD-based Rents (Possible VASH and Section-8 Vouchers accepted)
- **Fully Funded**
 - Private donors
 - Possible funding from County
 - Need impact-fee waiver

Maximum HOUSEHOLD INCOME for All Tax Credit and Bond Financed Properties (REQUIRED to qualify residents.)								
Set-Aside %	1 Person	2 People	3 People	4 People	5 People	6 People	7 People	8 People
80 %	\$37,200	\$42,480	\$47,760	\$53,040	\$57,360	\$61,600	\$65,840	\$70,080
60 %	\$27,900	\$31,860	\$35,820	\$39,780	\$43,020	\$46,200	\$49,380	\$52,560
50 %	\$23,250	\$26,550	\$29,850	\$33,150	\$35,850	\$38,500	\$41,150	\$43,800
45 %	\$20,925	\$23,895	\$26,865	\$29,835	\$32,265	\$34,650	\$37,035	\$39,420
40 %	\$18,600	\$21,240	\$23,880	\$26,520	\$28,680	\$30,800	\$32,920	\$35,040
35 %	\$16,275	\$18,585	\$20,895	\$23,205	\$25,095	\$26,950	\$28,805	\$30,660
30 %	\$13,950	\$15,930	\$17,910	\$19,890	\$21,510	\$23,100	\$24,690	\$26,280

Maximum RENTS for Projects Based on UNIT SIZE Low-Income Housing Tax Credit Program						
Set-Aside %	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
60 %	\$697	\$747	\$895	\$1,035	\$1,155	\$1,274
50 %	\$581	\$622	\$746	\$862	\$962	\$1,061
45 %	\$523	\$560	\$671	\$776	\$866	\$955
40 %	\$465	\$498	\$597	\$690	\$770	\$849
35 %	\$406	\$435	\$522	\$603	\$673	\$743
30 %	\$348	\$373	\$447	\$517	\$577	\$637

What We Need

- Height – 50' is ideal for 4 Stories
 - Parking – One car per Unit
 - Density
 - Impact Fee Waiver
 - (County has historically covered a portion impact fees after a city waives their portion)
-
- AFC will meet requirements for:
 - Setbacks
 - Green Space
 - Rain water runoff

Timeline



- Need Variance ASAP
- Pre-Development
 - Civil Engineer & Site Plan – Almost Completed
 - CAD Design/Architectural
 - Structural Engineering
- Met with Quantum – Desired start by 1st Qtr of 2018



Thank you for your support!



Questions?



Welcome to the City of Anacortes, WA



FireMedic Budget Update

769496
804867

11111111



Budget Structure

- FIRE SUPPRESSION
 - (2017 - 2.2mil) (2018 - 2.1mil)
 - Administration
 - Fire Suppression
 - Prevention/Investigation
 - Training
 - Facilities
 - Disaster Preparedness
- EMS (AMC: 13.54.100 - Emergency ALS/BLS ambulance service fund)
 - (2017 - 3.2mil) (2018 - 3.3mil)
 - Administration
 - Ambulance Services
 - Capital

Budget Status

FIRE SUPPRESSION

	Budget	Expenditures	Percent Used
Administration	\$225,333	\$135,351	60%
Fire Suppression	\$342,742	\$242,701	71%
Prevention	\$159,191	\$101,565	64%
Training	\$848,261	\$555,454	65%
Facilities	\$102,375	\$100,972	99%
Apparatus Maintenance	\$235,623	\$156,788	67%
Disaster Preparedness	\$ 50,009	\$ 24,410	49%

Avg: 68% (67% Through Year)

EMS SERVICES

	Budget	Expenditures	Percent Used
Administration	\$ 134,505	\$ 86,858	65%
Ambulance Services	\$3,091,967	\$1,857,288	60%

Avg: 62% (67% Through Year)

Overtime Status

Category	Budgeted	YTD Exp	Usage Rate
Fire Supression	\$ 34,104	\$ 5,210	15%
Prevention	\$ 3,301	\$ 5,210	158%
Training	\$ 20,904	\$ 36,471	174%
EMS	\$129,822	\$ 83,363	64%
	\$188,131	\$130,254	69%

Revenues

- 2017 (\$2,100,840)

- SCBA: \$330,701
- Gross Revenue \$1,743,719 (Net=\$901,860)
- EMS Contract \$843,972 + \$868,279

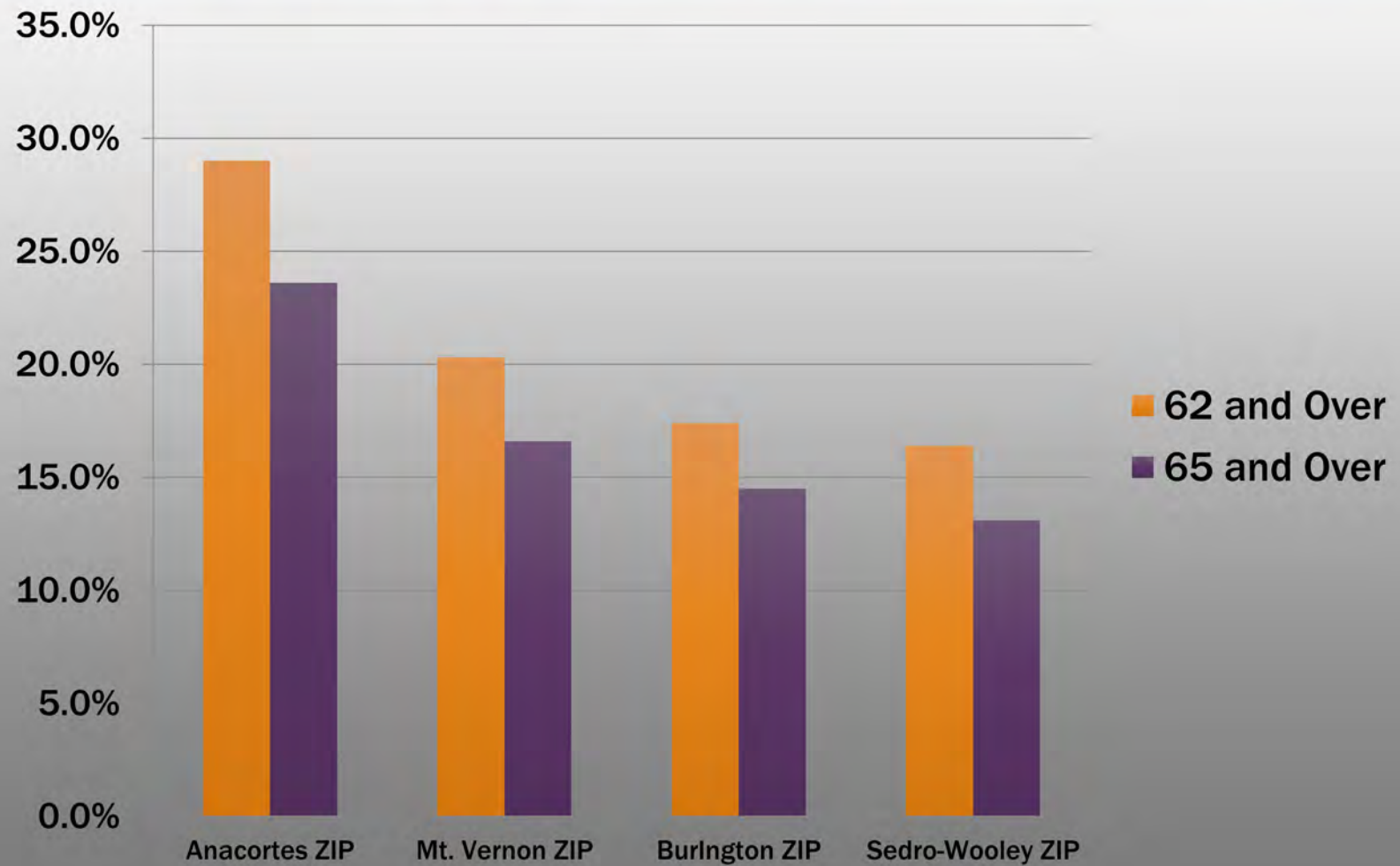
- 2018 (\$2,268,740)

- SCBA \$428,925
- Gross Revenue \$1,796,030 (Net= \$954,171)
- EMS Contract \$885,644

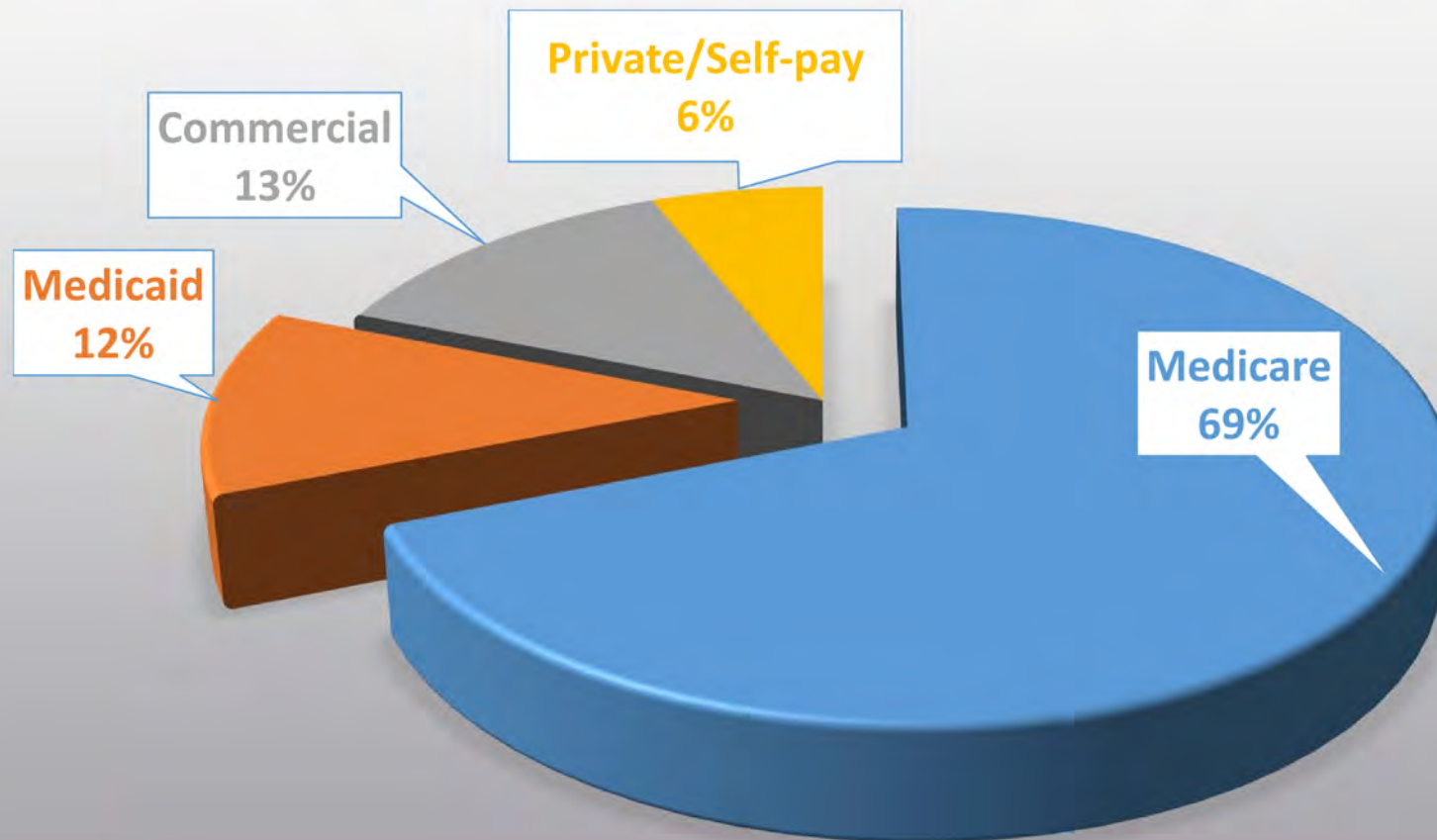
Ambulance Billing Rates

Level of Service	Resident Fee	Non-Resident Fee
BLS - Non Emergency Transport	\$ 610	\$ 850
BLS - Emergency Transport	\$ 685	\$ 900
ALS - Non Emergency Transport, Level 1	\$ 820	\$ 1,163
ALS - Emergency Transport, Level 1	\$ 875	\$ 1,168
ALS - Emergency Transport, Level 2	\$ 985	\$ 1,230
Specialty Care Transport	\$1,150	\$ 1,330
Mileage	\$ 16	\$ 18

Senior Demographics



Billable Ambulance Payer Mix (Demographics)

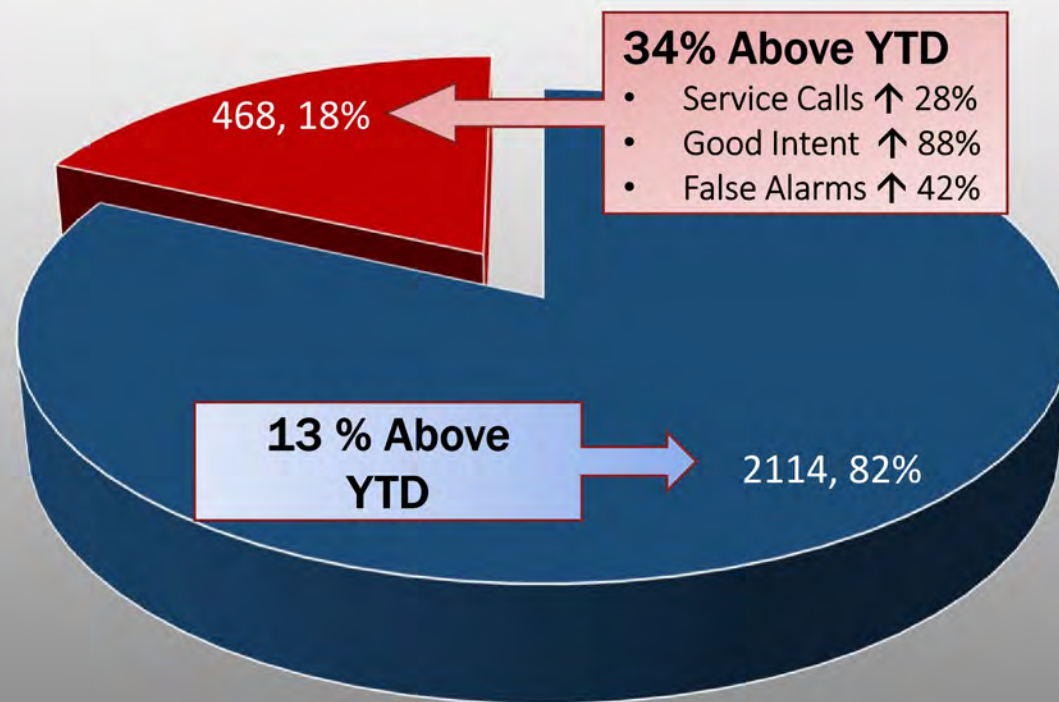


EMS Transport Revenue

Date	Pts. Transp	Charges	Payments	Collect %	Disallowed	Pending	
Aug-16	144	\$ 126,046	\$ (63,228)	50%	\$ (56,017)	\$ 0 -	
Sep-16	154	\$ 130,763	\$ (63,779)	49%	\$ (63,866)	\$ 235	
Oct-16	153	\$ 125,998	\$ (65,065)	52%	\$ (53,529)	\$ 250	
Nov-16	154	\$ 121,172	\$ (59,429)	49%	\$ (60,363)	\$ 76	
Dec-16	158	\$ 128,255	\$ (65,972)	51%	\$ (56,966)	\$ 1,861	
Jan-17	180	\$ 148,465	\$ (75,461)	51%	\$ (65,988)	\$ 2,086	50%
Feb-17	165	\$ 141,526	\$ (72,664)	51%	\$ (62,564)	\$ 3,893	Avg. Col. Rate
Mar-17	162	\$ 131,150	\$ (69,388)	53%	\$ (55,298)	\$ 6,464	
Apr-17	172	\$ 144,541	\$ (64,574)	45%	\$ (61,467)	\$ 18,499	
May-17	167	\$ 143,066	\$ (44,216)	31%	\$ (41,997)	\$ 56,853	
Jun-17	168	\$ 137,981	\$ (53,132)	39%	\$ (60,159)	\$ 24,690	
Jul-17	151	\$ 132,807	\$ (11,397)	9%	\$ (15,524)	\$ 105,886	

Emergency Responses 2017 YTD

35%
Emergency
Overlap Rate



Vehicle Extrication



**Andeavor - Tesoro -
Donated \$20,400**



Incident Command System

- Blue Card Certification
 - Standardized Training Skagit Co.
 - Nationally Recognized
 - Repetition of Simulated Fires
 - Certification/recertification



Technology - Fire Inspections



EMS Key Performance Indicators

(STEMI KPI Standard < 15:00 Mins)

STEMI Pts. 14:00 Mins



(Intubation KPI Standard)

Intubation Success Rate



(EKG's KPI Standard)

Acq. of 12 Lead EKG's



0% 20% 40% 60% 80% 100% 120%

Volunteer Firefighter Program

30 Year History

- 84 Volunteers
- 1 year to 18 years
- 3 ½ Years of Service
- Currently have 8 Volunteers
 - 2 FF/EMT
 - 4 EMTS
 - 2 in FF Training Course Now
- 3 New Volunteers in process
 - Already trained as FF/EMT's
 - Concentrated Orientation - October
- Since 2016
 - 21 Processed, Trained, and Mentored
 - 8 Volunteers still in service (38% Retention Rate)

Volunteer Firefighter



Volunteer Firefighter

BUDGET STATUS				
Object	Category	Budget	Expended YTD	Balance
Vol. Reimburse	EMS	3,000	4,811	(1,811)
Vol. Reimburse	FIRE SUPPRESSION	3,000	300	2,700
Vol. Reimburse	PREVENTION	-	300	(300)
Vol. Reimburse	TRAINING		2,105	(2,105)
Vol. Reimburse	PROFES SERVICES	27,600	-	27,600
Volunteer Tuition	TRAVEL & TRAINING	5,100	12,900	(7,800)
Volunteer Uniforms	FIRE SUPPRESSION	3,000	5,250	(2,250)
Volunteer PPE	FIRE SUPPRESSION	7,000	45,500	(38,500)
		48,700	71,166	(22,466)
SUPPORT COSTS PER VOLUNTEER				
FF Train Reimburse	\$	2,304		
EMT Reimbursement	\$	2,016		
FF Tuition	\$	2,000		
EMT Tuition	\$	1,200		
PPE X 2	\$	6,500		
Uniforms	\$	750		
	\$	14,770		

Emergency Management

- 2017- 2018 Goals
 - Mitigation
 - Personal Preparedness
 - Response
 - Enhance the competence of City Staff through improved training.
 - Enhance the infrastructure of our EOC and Communication Systems.
 - Recovery
 - Develop a Continuity of Government Plan

2017-18 Ambulance Remount



Remount	\$153,268
Lettering	\$1,500
PowerLoad	\$23,715
PowerGurney	\$17,928
	\$196,411
Sale Tax	\$16,695
Grand Total	
	\$213,106

New Unit	\$205,000
Lettering	\$1,500
PowerLoad	\$23,715
PowerGurney	\$17,928
	\$248,143
Sale Tax	\$21,092
Grand Total	
	\$269,235

Back Injury Statistics



69%

Of the us. adult population is overweight

Lower back strain is the cause of

78%

of compensation in the U.S.

Lifting causes more than

70%



of back injuries for EMTs

1 in 4



EMS workers suffers a career ending back injury within first four years of employment





City Council Agenda Bill

Meeting Date: 9/18/2017

Agenda Item: 7c

Subject: Interlocal Agreement – City to provide paramedic/ambulance service

Staff Contact: Richard Curtis

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

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

Summary Statement: The City and Skagit County Commissioners were negotiating with Skagit County through spring of 2017 for the City of Anacortes to provide contracted paramedic/ambulance service across Fidalgo and Guemes Islands. The City ultimately agreed to a 2% increase from the 2016 rate. This amendment to the original agreement reflects the increase. The revenue budgeted in the 2017 program anticipated a 3% increase. The difference \$16,548 will be covered through increased ambulance billing revenue.

Background: Each year of the 2012-2018 six-year levy cycle the City negotiates with Skagit EMS for a reasonable contract increase for the delivery of EMS Services. The original agreement was authorized in 2010 and each change for service delivery, software, or equipment reimbursements are reflected by an amendment.

Budget Impact	
Amount Budgeted	\$856,028
Budget Account (BARS)	110.320.337.00.00
Proposed Expenditure	\$843,972
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	City of Anacortes
Amount	\$843,972
Start Date	Jan 1, 2017
End Date	Dec 31, 2017

Previous Council/Committee Action: None

Competing Viewpoints Considered: N/A

Recommended Motion: I move to approve Amendment #6 to Interlocal Agreement C20140640 with Skagit County.

Alternative Actions: Do not approve the amendment.

Attachments (listed in order presented): Amendment #6, Original Agreement, Amendments #2, 3, 4, 5.

AMENDMENT #6
ORIGINAL AGREEMENT #20140640

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

TERMS OF AMENDMENT:

Paragraph 1 in Exhibit "B," Compensation is amended as follows;

Effective January 1, 2017 the monthly compensation shall be \$70,331.04.

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

Date: _____, 2017.

CONTRACTOR

Signature of Authorized Signatory

Print name

Mailing Address:

Telephone No. _____

Fed. Tax ID # _____

Contractor Lic. #. _____

DATED this _____ day of _____, 2017.

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

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Attest:

Lisa Janicki, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
CITY OF ANACORTES
AND
SKAGIT COUNTY

SKAGIT COUNTY
Contract # C20140640
Page 1 of 14

NO:

City of Anacortes, A Washington non-charter code city, hereinafter called Contractor, and Skagit County, hereinafter called County, agrees as set forth in this Agreement, including:

(General Conditions); Exhibit A (Scope of Work); Exhibit B (Compensation);
Exhibit C (Proof of Insurance). Exhibit D (Skagit County Response Areas),
Exhibit E (Ambulance User Fee Schedule)

copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence January 1, 2015, and continue until December 31, 2015. Any party may terminate this Contract by giving 90 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.

The County has established the following GL expenditure code(s) for this Agreement:
123 55800014110, which shall be included on all billings or correspondence in connection therewith. 5100

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 6 (Independent Contractor), 8 (Taxes), 14 (Defense and Indemnity Agreement), 20 (Patent/Copyright Infringement) and 23 (Confidentiality), are totally and fully part of this contract and have been mutually negotiated by the parties.

CONTRACTOR:
CITY OF ANACORTES



Laurie Gere, Mayor
(Date 8-16-14)

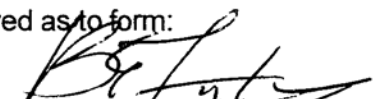
Laurie Gere
Print Name of Signatory

Mailing Address:
P.O. Box 547
Anacortes WA 98221
Telephone No. 360 293-1900
Fed. Tax ID # 91-6001227
Contractor Lic. #.

Personal Services Agreement
Page 1

Attest:  For Steve
Steve Hoglund, Clerk/Treasurer

Approved as to form:


Bradford E. Furlong, WSBA # 12924
City Attorney

DATED this 29 day of December, 2014.

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

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon

Sharon D. Dillon, Commissioner

Attest:

Linda Hennig

Clerk of the Board

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

Recommended:

[Signature]

12-18-14

Department Head

County Administrator

Approved as to form:

M. Allen (12/18/2014)

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Jessie Null Hoyt

Risk Manager

Approved as to budget:

Luisa Yogan

Budget & Finance Director

GENERAL CONDITIONS

1. Scope of Contractor's Services:

The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified in Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Unless specifically stated in Exhibit "B" or approved in writing in advance by the Skagit County Board of Commissioners, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in performance of this Contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system, for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

4. 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.

4.1 The County's representative shall be Mark Raaka, Director of Emergency Medical Services.

4.2 The City of Anacortes' representative shall be Richard Curtis, Fire Chief.

5. Treatment of Assets and Property:

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

6. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Skagit County employees.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys'

fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

7. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

8. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

9. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington and to any other provisions set forth herein or in the attached exhibits.

10. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by providing requests in writing and given reasonable notice. Such review may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

11. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

12. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract 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 County may, by depositing written notice to the

Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, and all damage sustained, or which may be sustained by the County 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 Contractor 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.

13. Termination for Public Convenience:

The County may terminate the contract in whole or in part after written notice of not less than thirty (30) business days whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract 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 contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

14. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute to it.

15. Industrial Insurance Waiver:

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

16. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

17. Withholding Payment:

In the event the Contractor has failed to perform any obligation to be performed by the Contractor under this Agreement within the time set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

18. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. NO penalty or expense shall accrue to the County in the event this provision applies.

19. Contractor Commitments, Warranties and Representations:

Any written commitment received from the City Council concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

20. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County; to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

21. Disputes:

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, instructions, and decisions of the Skagit County Commissioners shall be final and conclusive.

b. Notice of Potential Claims

The Contractor 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 County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 21 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor 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. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the completion of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County 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 extension of time claimed to be due.

22. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the County.

23. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all non-publicly available information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Skagit County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County or as may be required by the Public Records Act or otherwise required by law; provided, however, that the Contractor shall notify the County of any Public Records Act requests that are received that would relate to the information covered by this paragraph. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

24. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Skagit County Commissioners, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

25. Severability:

If any term or condition of this contract 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 contract are declared severable.

26. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

27. Survival:

The provisions of paragraphs 6, 8, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 26, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

28. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"

SCOPE OF WORK

- 1.1. Contractor shall provide trauma verified ambulance services on twenty-four (24) hours per day, seven (7) days per week basis. Contractor shall provide the County EMS Director with a 2015 Work Plan with appropriate ambulances, support vehicles and equipment in accordance with WAC Chapter 246-976, North Region and other applicable laws, regulations and MPD established policies to match resources to service demand levels.
- 1.2. Contractor shall respond to the portion of Skagit County designated as response area #1 on the map attached as EXHIBIT D.
- 1.3. Field personnel performing services under this Agreement shall at all times be certified to practice in the State of Washington, and in the case of Paramedics, certified in Skagit County.
- 1.4. All Contractor field personnel shall be under the direct medical control and supervision of the Skagit County Medical Program Director (MPD) or his designee, and shall comply with medical protocols, online medical control, and other requirements as established by the MPD and the state.
- 1.5. When available, and through the terms of this Agreement, Contractor shall utilize the Fleet Management software provided by the County for all costs of operating and maintaining ambulances.
- 1.6. If requested by County, Contractor shall complete electronic Patient Care Reports ("ePCR") for documentation of all dispatches received by Contractor from County Dispatch Center to create a single uniform county-wide ePCR and Data Collection System.
- 1.7. Contractor is responsible for complying with all current rules and regulations associated with providing services for recipients of and being reimbursed by Medicare, Medicaid and other state and federally funded programs, and any amendment there to.
- 1.8. Contractor acknowledges they are a covered entity under Federal HIPAA regulations, and will comply with all applicable rules and regulations. Contractor agrees to adhere to any specific HIPAA protocols, including any required training, requested by County related to transmitting, storing, and using HIPAA information pursuant to this Agreement.
- 1.9. Any violations of HIPAA rules and regulations, including a breach of PHI, shall be reported immediately to the County along with Contractor's actions to mitigate the effect of such violations.
- 1.10. Contractor agrees to use the approved User Fees schedule as set forth in EXHIBIT E at all times.
- 1.11. Contractor shall utilize designated third party Billing Services approved by the County for all EMS agencies.
- 1.12. No later than the 25th day of each calendar month the Contractor shall provide the County with a report detailing its call volume and financial performance the preceding month and year-to-date.

EXHIBIT "B"

COMPENSATION

1. The monthly compensation shall be \$67,600.00.
2. The County and the Contractor agree to meet no later than the third week of June to negotiate the Work Plan and compensation for the following calendar year.

EXHIBIT "C"

PROOF OF INSURANCE

The Contractor shall provide proof of insurance for Commercial General Liability, Professional Liability and Automotive Liability each in the amount of \$20,000,000.00 per occurrence to cover Contractor's activities during the term of this Contract. Insurance coverage shall be primary.

Proof of insurance shall be in a form acceptable and approved by the County.

The type of insurance required by this Agreement is marked below.

- X 1) Commercial General Liability Insurance
Certificate Holder – Skagit County
**The Certificate must name the County as additional insured:
Skagit County, its elected officials, officers and employees
are named as additional insured.**

Thirty (30) days written notice to the County of cancellation
of the insurance policy.

- X 2) Professional Liability
Certificate Holder – Skagit County
Thirty (30) days written notice to the County of cancellation
of the insurance policy

- X 3) Automobile Liability
Certificate Holder – Skagit County
Thirty (30) days written notice to the County of cancellation
of the insurance policy

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

- ☐ 3) Insurance is waived

Date: _____
Risk Manager

EXHIBIT "D"

SKAGIT COUNTY RESPONSE AREAS

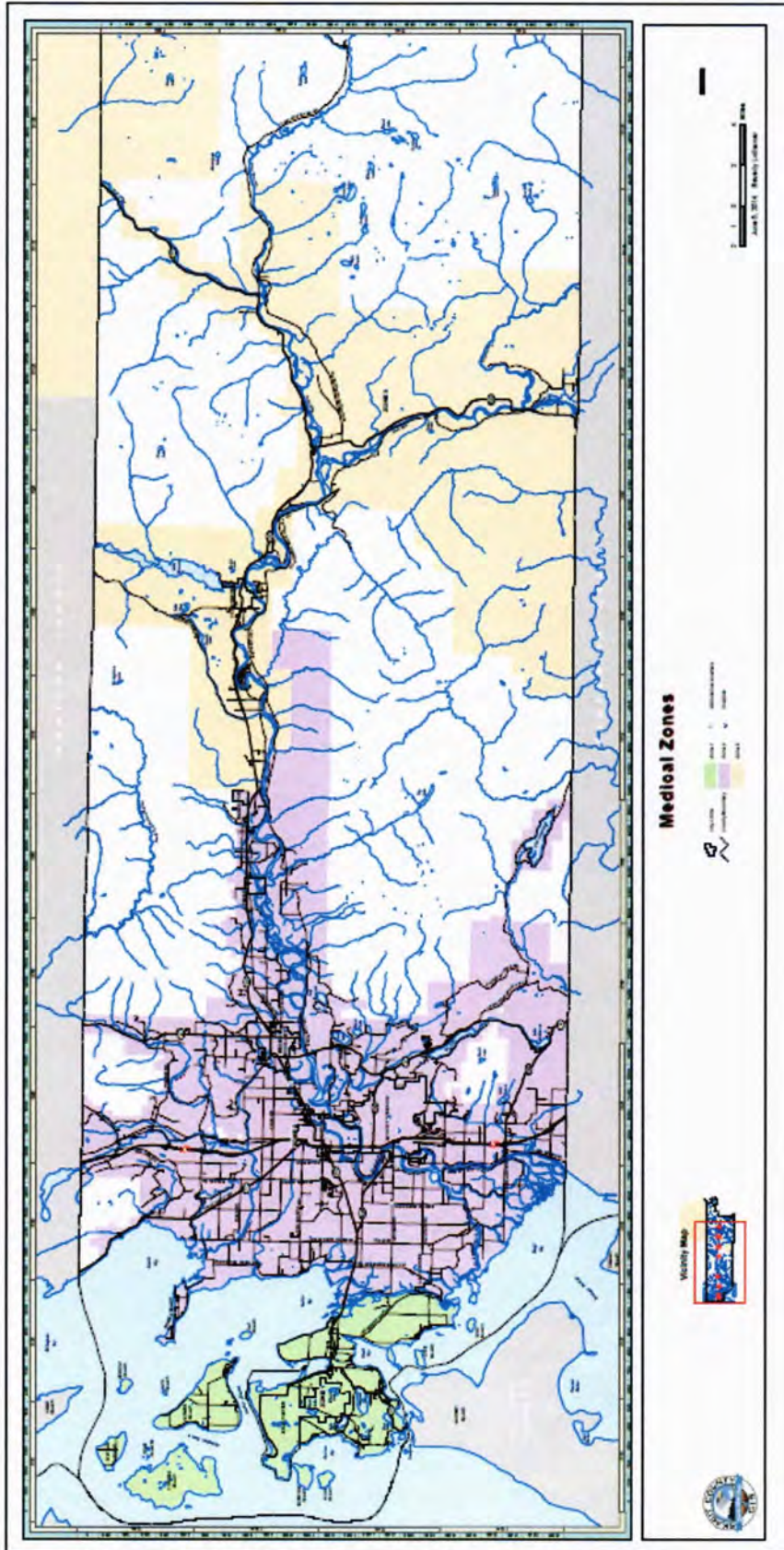


EXHIBIT "E"

AMBULANCE USER FEE SCHEDULE

- 1) Contractor will utilize fee schedule as set by the Board of County Commissioners.
- 2) Residency is defined as the primary residential address of the patient.
 - a) "Resident" is defined as having primary residential address within Skagit County, WA.
 - b) "Non-Resident" is defined as having primary residential address outside of Skagit County, WA.



cities

Insurance Authority

P.O. Box 88030

Bikwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

22-Dec-14

Cert#: 9360

Emergency Medical Services Skagit County, WA
Attn: Mark Raaka, Director
2911 East College Way, Ste C
Mount Vernon, WA 98273

RE: City of Anacortes
2015 ILA

Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 150 public entities in the State of Washington.

WCIA has at least \$1 million per occurrence limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA was created by an interlocal agreement among public entities and liability is self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

Eric B. Larson
Deputy Director

cc: Emily Schuh
Richard Curtis

cletter

AMENDMENT # 2
ORIGINAL AGREEMENT BETWEEN CITY OF ANACORTES
AND SKAGIT COUNTY EMS COMMISSION

City of Anacortes and Skagit County EMS Commission agree to amend 2013 agreement for EMS Ambulance Services.

TERMS OF AMENDMENT: Extend the expiration date to 04/01/2014 and the monthly compensation for 2014 shall remain at \$65,000 per month. All other terms and conditions of the original agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 14th day
of January, 2014.

APPROVED:

CITY OF ANACORTES



Laurie M. Gere, Mayor

Mailing Address:

City of Anacortes

904 6th Street, PO box 547

Anacortes, WA 98221

Skagit County Ems Commission:

 Chair

AMENDMENT #3

ORIGINAL INTERLOCAL AGREEMENT #C20140640

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

TERMS OF AMENDMENT:

Term of this Agreement.

The parties mutually agree to extend the original term of Agreement #C20140640 to continue until December 31, 2018.

Existing paragraph 1.12 in Exhibit A scope of work shall be deleted and replaced with the following language:

Contractor agrees to provide the County EMS Director with access to call volume and financial performance reporting data available from the third party electronic patient care reporting system and third party billing service.

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

1. Effective January 1, 2016 the monthly compensation shall be \$68,952.00.

Paragraphs 5 and 6 listed below is hereby added to Exhibit "B," Compensation.

5. County will reimburse Contractor, upon receipt of documentation of actual expenses paid by Contractor, for three (3) video laryngoscopes.

5.1 Skagit County Medical Program Director will determine specific device to be utilized in Skagit County.

5.2 Reimbursement of devices shall not exceed \$24,000.00.

6. County will reimburse Contractor, upon receipt of documentation of actual expenses paid by Contractor, for three (3) ventilator devices with continuous positive airway pressure (CPAP) capability.

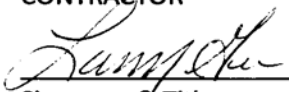
6.1 Skagit County Medical Program Director will determine specific device to be utilized in Skagit County.

6.2 Reimbursement of devices shall not exceed \$42,000.00.

All other terms and conditions of the Original Interlocal Agreement shall remain in effect.

DATED this 22 day of Dec, 2015.

CONTRACTOR

 - Mayor of Anacortes
Signature & Title

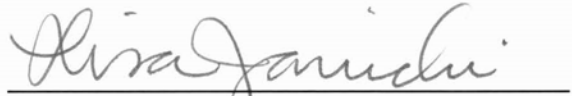
Laurie M. Bere
Print name of Signature

Approved: December 28, 2015

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON



Kenneth A. Dahlstedt, Chair

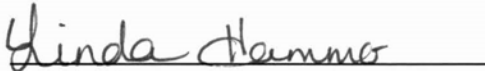


Lisa Janicki, Commissioner



Ron Wesen, Commissioner

Attest:



Clerk of the Board

Recommended:



Department Head

For contracts under \$5,000:

Authorization per Resolution R20030146

County Administrator

Approved as to form:



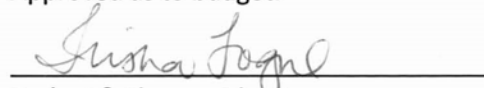
Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director

AMENDMENT #4

ORIGINAL INTERLOCAL AGREEMENT #C20140640

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

GENERAL CONDITIONS:

The following is hereby added to Section 5 - Treatment of Assets and Property:

Any equipment purchased by the Contractor and reimbursed in whole or in part by the County for the provision of services under this Agreement shall remain with the City so long as all items are used for provision of emergency medical services within Skagit County by the City.

COMPENSATION:

Paragraphs 7 and 8 listed below are hereby added to Exhibit "B," Compensation.

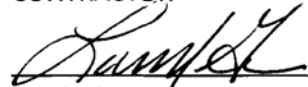
7. County will reimburse Contractor, upon receipt of documentation of actual expenses, not to exceed \$208,000.00, paid by Contractor, for the purchase of one new (1) ambulance to be utilized for services as outlined within this Agreement. Contractor shall ensure the new ambulance complies with Chapter WAC 246-976.

8. Upon receipt of reimbursement listed in paragraph 7 above, Contractor agrees to surplus one (1) used ambulance from the Contractor's current ambulance fleet, at no cost, to a Skagit County fire / EMS agency as directed by the County's EMS Department.

All other terms and conditions of the Original Interlocal Agreement shall remain in effect.

DATED this 16 day of May, 2016.

CONTRACTOR



Laurie Gere, Mayor

Laurie m. Gere

Print name of Signature

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

June 20, 2016

Lisa Janicki
Lisa Janicki, Chair

Ron Wesen
Ron Wesen, Commissioner

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Attest:

Amber Epps
Clerk of the Board

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

Recommended:

[Signature]
Department Head

County Administrator

Approved as to form:

M. N. [Signature] (b)(8)(2)(D)
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

Lisha Yogue
Budget & Finance Director

AMENDMENT #5

ORIGINAL INTERLOCAL AGREEMENT #C20140640

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

TERMS OF AMENDMENT:

Paragraphs 9 and 10 listed below are hereby added to Exhibit "B," Compensation.

9. County will reimburse Contractor, upon receipt of documentation of actual expenses paid by Contractor, for two (2) Automatic External Defibrillators (AEDs).

9.1 Skagit County Medical Program Director will determine specific device to be utilized in Skagit County.

9.2 Reimbursement of devices shall not exceed \$6,000.00.

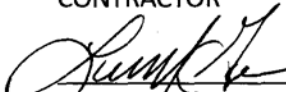
10. County transfers ownership to Contractor the following equipment to be used in the provision of emergency medical services within Skagit County:

<u>Description</u>	<u>Serial Number</u>	<u>Asset Number</u>
Zoll Pro Series Automatic External Defibrillator	AA13G028758	22318

All other terms and conditions of the Original Interlocal Agreement shall remain in effect.

DATED this 7 day of September, 2016.

CONTRACTOR

 Mayor
Signature & Title

Laune M. Gere
Print name of Signature

October 24, 2014
BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

ABSENT

Lisa Janicki, Chair

Ron Wesen

Ron Wesen, Commissioner

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Attest:

Amber Epps
Clerk of the Board

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

Recommended:

X R Chow
Department Head

County Administrator

Approved as to form:

M. R. (10/11/2014)
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

S. B. (10-14-16)
Risk Manager

Approved as to budget:

Lisa Jagne
Budget & Finance Director

Anacortes Police 2017-2018 Budget Update

September 18, 2017

The 2017-2018 Police Department Budget is a reflection of the department's mission as well as the City Council's goals of:

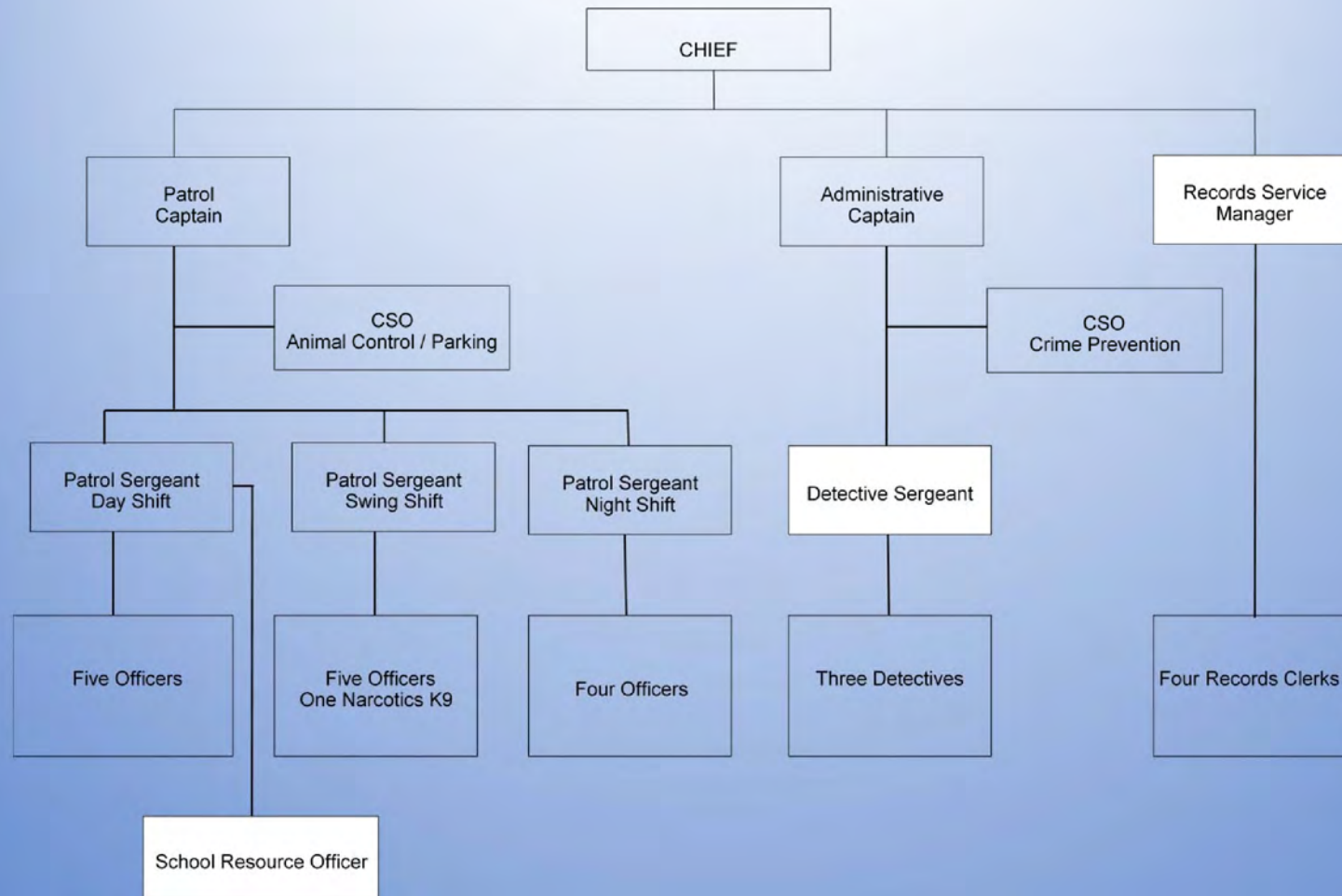
- Preventing and responding to crime
- Increasing community readiness and resilience
- Maintaining and enhancing publicly-owned assets
- Preventing and responding to emergencies



APD Mission, Vision, Core Values

- To contribute to the overall improvement of the quality of life in the City of Anacortes through reducing danger from criminal activity and improving community wellbeing, by identifying those who are most in need of our help and providing assistance, and by working in partnership with members of the community to achieve our common goals.
- Ensuring public safety: Earning public trust.
 - Service
 - Professional
 - Integrity
 - Courage
 - Excellence

CITY OF ANACORTES
POLICE DEPARTMENT



What is Going Well?

AKA The Price of Success



- Fully staffed (almost)
- Professional, dedicated public servants
- Full service department
- **Challenges:**
 - Uniform and equipment costs
 - Training costs
 - Technology

What is Going Well?

AKA The Price of Success



- K-9 Narcotics Detection Team
- Response to drug activity
- **Challenges:**
 - Increased tow costs
 - Increased supply costs (drug test kits, nitrile gloves, etc.)
 - Officer and dog safety/health

What is Going Well?



- School Resource Officer
 - renew MOU by end of school year
- Anacortes Community Task Force
- Excellent Volunteers
- Community partnerships

Challenges: Life happens!



What is Going Well?



Radio Grant:

- Radios assigned to officers/vehicles and are working well.
- Grant requirements almost completed.

Challenge:

Unexpected costs.

Looking to the Future

- Fully staff the Patrol Division.
Hire 27th officer.
- Return detective to Drug Task Force.
- Exterior painting of APD
- Those darn seagulls!

Anticipated cost increases:

- Jail medical
- Skagit 911 dispatching fees
- Spillman Records Mgt. System
- Labor contract

Back to the Present

- 5.7 million dollar budget for 2017
- Expenditures are at 68.7 % at 71.5% of the year
- Still desire a budget amendment to replace funds for which we have been reimbursed. These include:
 - Traffic safety grant equipment and emphasis overtime
 - Overtime for school and special events/public meetings
 - Soroptimist donation for Cellebrite technology
 - Swinomish Casino impact funds

CITY ATTORNEY'S OFFICE



2017 MID-BIENNIUM REVIEW



DEPARTMENT OVERVIEW

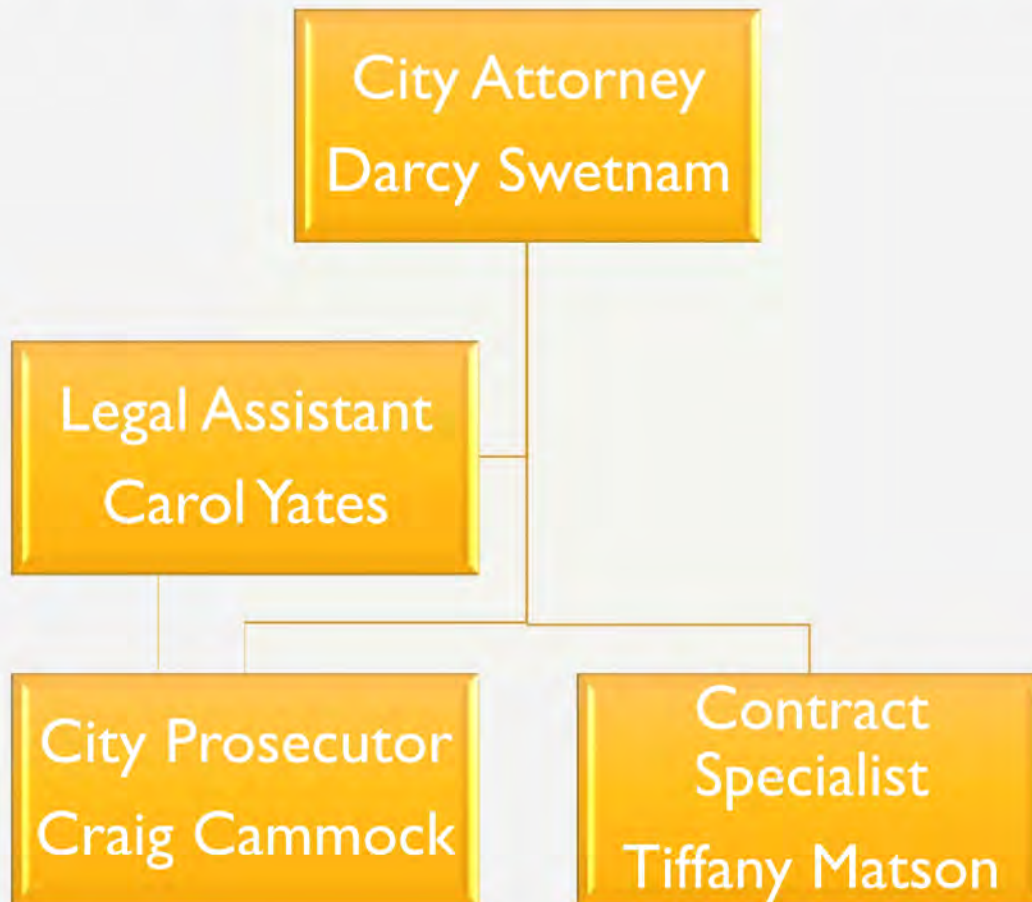
CITY ATTORNEY'S OFFICE

MISSION STATEMENT

The City Attorney's mission is to provide the highest quality municipal legal service to the City, its elected and appointed officials, and all city departments, boards and agencies in carrying out the good work they do. We strive to professionally provide accurate, timely, and quality support in accordance with all constitutional and statutory standards. The City Attorney works hard to advance, advocate, and safeguard the interests of the City while promoting behaviors that represent dignity and respect of self and of others.



THE CITY ATTORNEY'S OFFICE



SERVICES PROVIDED BY CITY ATTORNEY'S OFFICE



In House
Counsel



Prosecution
Services



Contracts
Services



Public Records



WCIA Claims
Support



STATUS AND GOALS BY SERVICE

CITY ATTORNEY'S OFFICE

IN HOUSE COUNSEL

2017 HIGHLIGHTS

- Creation of Contracts program and integration of Contract Specialist into department
- Transitioned City's code to improved online format
- Litigation:
 - Favorable decision in LUPA suit
 - Successful resolution of GMHB appeal
- Code development:
 - Ord 3004: six year financing plan update
 - Wireless code moratorium
- Regulatory Compliance:
 - Decommissioning old water treatment plant
 - Storm water management program DOE review
- Negotiation and Advice on key issues:
 - Hearing examiner services to City
 - Water rights questions
 - Swinomish constitutional amendment process
 - Senior Center transition

GOALS

- Continue to provide the highest quality legal advice to City leaders and staff
- Improve the Anacortes Municipal Code through updates:
 - Wireless code
 - Development regulations
- Laserfiche implementation to improve public records and City processes

PROSECUTION SERVICES

2017 STATUS

- Contract Prosecution services provided by Craig Cammock and Pat Eason
 - Infractions and Misdemeanors – calendars T/Th
 - Dangerous dog designations and appeals
 - Advise APD on charging decisions, policies and procedures
 - Victim advocacy
 - Weapons & evidence retention issues
- 95% of prosecution files transitioned to electronic
- Caseload Statistics through July 2017
 - 1078 Total Cases Filed
 - 652 Infractions
 - 639 Traffic
 - 13 Non Traffic
 - 389 Misdemeanors
 - 33 DUI / Physical Control
 - 165 Other Traffic
 - 191 Non Traffic
 - 31 Other

GOALS

- Continue to provide high quality representation of the City on all infractions and misdemeanors
- Implement Laserfiche to improve caseload management and guarantee protection of Criminal Justice Information Services (CJIS) data
- Continue to support the Anacortes Police Department with legal advice on law enforcement issues

CONTRACTS

2017 STATUS

- Contract Specialist position moved to City Attorney's Office
- Tiffany Matson started February 1, 2017
- Contract Statistics through August 2017:
 - 221 Total Contracts
 - 166 Contracts
 - 55 Modifications
 - 27.62 Average per month
 - 12 formal calls for bids
 - 4 Emergency contracts
 - 3 RFP/RFQs
 - 47 City Council Agenda Bills

GOALS FOR 2018

- Update Purchasing Policy:
 - Purchasing goods
 - Procurement Requirements
 - Contract Requirements
- Provide training for City staff on contracts:
 - Contract basics
 - Procurement basics
- Improve contracts resources on City website:
 - Contractor/public resources
 - City staff resources
- Develop a Legal Library for City staff:
 - Checklists
 - Contract templates
- Training for Contract Specialist

PUBLIC RECORDS

2017 STATUS

- Carol Yates serves as Public Records Coordinator
- Public Records Committee
 - Meets monthly on public records issues
 - Representatives from each department
- Public Records Statistics through August 2017
 - 57 public records request
 - 79 hours of staff time
 - Wage costs of \$5,765.76

GOALS FOR 2018

- Continue to promote transparency and effective government by efficiently responding to all public records requests.
- Work with IT to implement Laserfiche to improve records management, public records responses, and ensure full compliance with public records laws.
- Hire and train 0.5 FTE to support Laserfiche implementation.
- Evaluate and develop systems to fully comply with new public records response tracking requirements.
- Support disposition of records in compliance with Washington retention standards.

WCIA CLAIMS

2017 STATUS

- City belongs to Washington Cities Insurance Authority (WCIA), a self-insured municipal risk pool
 - Handle liability claims against City
 - Provide risk management services
- Carol Yates provides claims processing support as Alternate Delegate
- Provided in-house claims training to City staff February 2017
- WCIA claims to date
 - 13 claims between library, parks, and PW
 - \$23,242 paid out to date
 - Currently four open claims
 - No open litigation

GOALS FOR 2018

- Continue to process claims in a responsive and timely manner.
- Provide effective risk management services to minimize risks and avoid potential claims.
- Support and educate City staff on proper claims handling and reporting.



MID-BIENNIUM BUDGET STATUS

CITY ATTORNEY'S OFFICE

OVERVIEW OF LEGAL BUDGET

- Legislative Activities: Official Publication Services (Code Publishing)
- Legal Activities
 - Salaries, wages and personnel benefits
 - Office and operating supplies: Law Library, LexisNexis
 - Professional services: Prosecutor Contract, Outside Counsel
 - Travel and training: WAPRO, WSAMA, CLEs
 - Communication, Rentals and Leases
 - Interfund services



2017 BUDGET STATUS

Category	Appropriation	YTD Expenditures	Percent Used
Grand Total	\$379,256.97	\$253,628.49	66.88%
Publication Services	\$10,000	\$6,863.56	68.64%
Professional Services	\$90,000	\$48,048.72	53.39%



QUESTIONS?



THANK YOU!



City Council Agenda Item

Meeting Date: 9/18/2017

Agenda Item: 7f

Subject: Consideration of accepting donation of “Leaking Vase” sculpture to be added to the City’s art collection and be placed at N Avenue Park.

Staff Contact: Gary Robinson

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

Action Type	
	Ordinance No.
X	Donation Acceptance
	Resolution No.

Summary Statement: We have been offered the “Leaking Vase” sculpture from the artist as a donation and we would like to recommend accepting that donation and placing the sculpture at N Avenue Park.

Background: Andries Breedt contacted us regarding the possibility of donating a sculpture called “The Leaking Vase” to the City of Anacortes. I have attached an informational sheet on the sculpture that includes a picture, the “story” behind the sculpture and other information about the piece. I have discussed the acceptance of the sculpture as well as its placement with the Anacortes Arts Commission as well as the Park Board. Both entities are supportive of accepting and placing the sculpture. The \$500 proposed expenditure covers some minor installation expenses (concrete, bolts, etc.) and insurance which we have a blanket policy for all the sculptures we have and will add this to that.

Budget Impact	
Amount Budgeted	0
Budget Account (BARS)	
Proposed Expenditure	\$500
Budget Amendment Required?	No
Revenue Source	Budget

Previous Council/Committee Action: None

Competing Viewpoints Considered: We could consider not accepting the piece or selecting a different location. Both of those have been considered when discussed with the Arts Commission and the Park Board and it was collectively felt that accepting the donation and placing it at N Avenue Park made the most sense.

Recommended Motion: I move that the Council accept the donation offer of “The Leaking Vase”, approve the location of N Avenue Park and authorize the Mayor to work with the Parks Department through the details of getting the sculpture installed, insured, etc.

Alternative Actions: Don’t accept the donation or choose a different location.

Attachments (listed in order presented): Informational sheet on the sculpture including picture.



Selected by jury to be installed in the City of Des Moines 2014 - 2015 Art on Poverty Bay Outdoor Sculpture Garden, "The Leaking Vase" sculpture bears witness to the massive die-off of sea stars of the Pacific from Alaska to California first reported in the Pacific Northwest in June 2013.

This 460 lb, 8' 7" outdoor sculpture is now available as a donation to the right place for its message.

Market value : \$75,000

For more information:
leakingvase.blogspot.com

**The Leaking Vase
Andries Lukas Breedt , 2013**

THE LEAKING VASE

When the strange phenomena, the Wasting Disease, truly began, is for the sea stars themselves to translate into human terms.

Human observations of its symptoms-- discoloration, disintegration, and limbs that would simply walk away from the dissolving body—appeared in Fall 2013 in the coastal waters of the Pacific Northwest.

Samson, an ancient sea star, while hunting for food, tugged on what seemed to be a large crab burrowing into the silt, bringing up a large vase.

When sick sea stars, like Patrick, crawled inside the vase, healing took place. (Can you see him inside the vase? Can you find his missing limb?)

Lukas, Louise, and Ochra spread the word that The Leaking Vase of long ago has been found.



Dabob Bay, June 2014



Websites to reference:

www.eeb.ucsc.edu/pacificrockyintertidal/data-products/sea-star-wasting/

<http://echinoblog.blogspot.com/2013/09/starfish-wasting-disease.html>



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning September 25, 2017

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

September 25, 2017

- Contract Award: 41st Street Sanitary Sewer Extension 17-113-SEW-001
- Anacortes Americorp in Anacortes School District Presentation (Discussion)
- Final Plat Approval, Phase IV of Rock Ridge South Subdivision (Discussion/Possible Action)
- Parks and Recreation Budget and General Update (Discussion)
- Library Budget and General Update (Discussion)
- Planning Budget and General Update (Discussion)
- Lodging Tax Advisory Committee Appointments (Discussion/Possible Action)
- Requested Amendment to Prilled Sulfur Interlocal Agreement with Port of Anacortes (Discussion/Possible Action)

October 2, 2017

- Water Rate Study Presentation (Discussion)

October 9, 2017

- Contract Amendment: Systems Design West Ambulance Billing Service
- Closed Record Public Hearing, Conditional Use Permit CUP-2017-0002: Dog Kennel/Boarding and Grooming Associated with an Existing Doggy Daycare at Molly Lane (Discussion/Possible Action)
- Closed Record Public Hearing, SDP-2017-0001; WSDOT Shoreline Permit(s) SSDP, SCUP & Shoreline Variance; SR-20 /Sharpe's Corner Vicinity Improvements (Discussion/Possible Action)

October 16, 2017

- Resolution ____: Establishing a Unified Fee Schedule for Utility Fees and Charges

October 23, 2017

November 6, 2017

- 2017/2018 Budget Mid-biennial Review and Modification: Mayor Presentation to Council (Discussion)

November 13, 2017

- Public Hearing: Ordinance ____: 2017/2018 Budget Mid-biennial Review and Modification (Discussion)

November 20, 2017

- Ordinance ____: 2017/2018 Budget Mid-biennial Review and Modification (Discussion/Possible Action)
- Resolution ____: Setting the City's Year 2018 Property Tax Regular Levy Increase (Discussion/Possible Action)

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Sep 18, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Sep 25, 2017, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Sep 27, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Oct 2, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Housing Affordability & Community Services, Thursday, Oct 5, 2017, 1:30 PM, Main Conference Room, City Hall
- Planning, Monday, Oct 9, 2017, 5:00 PM, Main Conference Room, City Hall
