



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

May 23 2016
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Parks & Recreation Committee
 - b. Planning Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of May 9, 2016 and May 16, 2016
 - b. Approval of Claims in the amount of: \$1,027,608.40
 - c. Street Fair Application: Anacortes Food Co-op BBQ Fundraiser
 - d. Resolution 1959: LTAC Contracts for 98221 Artists Studio Tour and Women & Junior National Lido Sailboat Regatta
 - e. NoaNet Services Agreement
 - f. Resolution 1961: Waiving Competitive Bidding Requirements for Washington Park Campground Pay Machine
6. **Public Hearings**
7. **Other Business**
 - a. * Skagit Community Action Update (Discussion)
 - b. * Emergency Operation Plan (Discussion)
 - c. Contract Award: Furnish & Install 2 Traveling Screens at WTP Intake Pump Station (Action)
 - d. * Resolution 1960: Waiving Competitive Bidding Requirements for Outfall Construction Project (Discussion/Possible Action)
8. **Executive Session (30 Minutes) per RCW 42.30.110 (b, c)**
 - a. Potential Real Estate Transaction
9. **Adjournment**



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning June 6, 2016

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.

June 6, 2016

- Open Record Public Hearing, SPL-2015-0006, 38th Street Short Plat, Appeal of Administrative Decision (Discussion/Possible Action)
- Public Meeting: Proposed Water Use Efficiency Goal (WUE) (Discussion/Possible Action)
- Anacortes Railway Presentation (Discussion)
- Solar Grant Update (Discussion)
- Storm Water Utility: Rate Evaluation (Discussion/Possible Action)

June 13, 2016

Special Meeting: 2016-2017 Budget Open House, 4:30-5:30, City Council Chambers

- WSDOT 2017 SR 20 Spur Overlay Project Presentation (Discussion)

June 14, 2016

Special Meeting: 2016-2017 Budget Planning Session, 4:00-8:00 p.m., City Council Chambers

June 20, 2016

- Public Hearing: 2016 Comprehensive Plan Update

June 27, 2016

July 5, 2016

Special Meeting: 4:00 PM Site Visit, Haddon Road Plat & PUD (East of Whistle Lake Road)

- Closed Record Public Hearing, PUD-2016-1001, Haddon Road 13 Lot Plat & PUD
- 2016 Comprehensive Plan Update: Final Review/Draft Ordinance

July 11, 2016

July 18, 2016

- Ordinance ____: Adopting 2016 Comprehensive Plan

July 25, 2016

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, May 23, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
- Finance, Wednesday, May 25, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Housing Affordability and Community Services, Thursday, Jun 2, 2016, 1:30 PM, Main Floor
- Public Works, Monday, Jun 6, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
- Finance, Wednesday, Jun 8, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Planning, Monday, Jun 13, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)

City Council Minutes – May 9, 2016

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of May 9, 2016 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller were present. The assembly joined in the Pledge of Allegiance.

Mr. Walters requested unanimous consent to add to the Consent Agenda Item 5E, Street Closure Application: Procession of Luminaria – The Salmon People. Ms. Pickett requested that this item be considered immediately following the Consent Agenda instead to allow for discussion.

Announcements and Committee Reports

Housing Affordability and Community Services Committee: Mr. Johnson reported that the committee met the previous Thursday to review the results of the recent symposium and would be meeting again to develop work plans. He advised that staff from Skagit Community Action Agency and Home Trust of Skagit would be addressing the committee in the near future.

Planning Committee: Mr. Walters reported that the committee met earlier in the evening regarding AMC Title 19 and assisting small businesses.

Ms. Lovelett reported that she had participated in Fire Operations training and commended the firefighters for their service to the community.

Public Comment

Brian Jo, spearhead for the Anacortes Food Co-Op, invited the public to a barbeque fundraiser on Memorial Day with local food, music, games and a silent auction at 818 Commercial Avenue.

Consent Agenda

Mr. Johnson moved, seconded by Ms. Pickett, to approve the following Consent Agenda items.

- a. Minutes of May 2, 2016
- b. Approval of Claims in the amount of: \$252,585.61
- c. Accept as Complete: 2016 Sanitary Sewer Improvements Project 16-001-SEW-001 (Bianchi Construction)
- d. Amendment to Interlocal Cooperative Agreement C20140640 with Skagit County for Emergency Medical Services

Mr. Miller asked to remove Item B from the Consent Agenda. Mr. Johnson and Ms. Pickett consented to amend the motion accordingly.

Regarding Item 5D, Mr. Walters disclosed that as a fixed salary employee of Skagit County, one of the contracting parties, 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.

Consent Agenda Items A, C and D were then unanimously approved by voice vote.

- b. Approval of Claims in the amount of: \$252,585.61

Mr. Miller questioned the amount of the vinyl cutting machine on the voucher list and asked that staff report back to the Finance Committee on what was included in that price. Finance Director Steve Hoglund said he would provide that information. Mr. Miller also questioned the number of purchases from amazon.com and encouraged local purchasing. Mr. Miller moved, seconded by Mr. Archibald, to approve Item B, Approval of Claims in the amount of \$252,585.61. Mr. Johnson noted his email to his colleagues earlier in the day reporting staff responses to a number of Finance Committee questions about items on the voucher list. Consent Agenda Item B was then unanimously approved by voice vote.

The following vouchers/checks were approved for payment:

Voucher (check) numbers: 80384 through 80451, total \$214,142.36

EFT numbers: 203491 through 203641, total \$996.79

OTHER BUSINESS

Street Closure Application: Procession of Luminaria – The Salmon People

Mayor Gere described the parade to take place on Saturday evening, May 14, between the Port Transit Shed and the Depot. Ms. Pickett asked if insurance was required for this type of event. Police Chief Bonnie Bowers advised that insurance was not typically required for this type of small and/or spontaneous celebratory parade. Ms. Lovelett moved, seconded by Mr. Archibald, to approve the street closure application for the luminaria. The motion passed unanimously by voice vote.

Historic Preservation Board Update

Ken Hansen, chairman of the Anacortes Historic Preservation Board, presented the board's annual report to Council. Mr. Hansen's slide presentation was included in the packet materials for the evening. Mr. Adams and Ms. Pickett applauded the board's work. Mr. Hansen responded to councilmember questions about the home history program. Mr. Walters encouraged a pictorial display in the Planning Department of historic home renovations that would highlight alternatives to demolition of existing homes. Mr. Hansen announced the preservation awards the Board wished to present to Roy and Darlene Martin and to Jan O'Leary for their renovation projects.

Planning Committee Update: AMC Title 19

City Attorney Darcy Swetnam updated Council about ongoing work by staff and the Planning Committee to update the Anacortes Municipal Code relating to land use decisions including Titles 15 through 19. Ms. Swetnam's slide presentation was added to the packet materials for the evening. She requested councilmember feedback on the proposed approach of sequentially replacing Titles 15, 16, 17 and much of 18 with a new Title 19 that would form the development code. She also sought Council approval to begin drafting the first phases of Title 19, starting with procedures and general provisions. She emphasized the opportunities for public input. Ms. Swetnam responded to councilmember questions about timing and sequence. Mr. Walters elaborated on the rationale for the proposed approach envisioned by the committee. Mr. Johnson asked about the role of the Planning Commission in the process and potentially the role of a communications specialist to develop a public engagement plan. Mr. Adams asked staff to report back on how extensively other communities rely on conditional use permits. Mr. Miller, Mr. Archibald, Ms. Lovelett and Ms. Pickett all spoke in support of the proposed approach.

At approximately 7:00 p.m. Mayor Gere invited members of the public to comment on this agenda item.

Marilyn Derig, 1302 K Avenue, read prepared remarks on behalf of her husband, Gene Derig, who was not able to attend the meeting due to his work schedule. Mr. Derig's comments were added to the packet materials for the evening. Mr. Derig supported the incremental approach to updating the codes but presented questions relating to installing a hearing examiner at the present time.

Tom Glade, 210 Mansfield Court, spoke representing Evergreen Islands. He spoke against adopting a hearing examiner, noting that an attorney is typically required to appeal a hearing examiner decision and that the associated costs constitute a huge impediment to public participation. Mr. Glade advised that he would be submitting a letter detailing Evergreen Islands' objections. Mr. Glade also commented on the proposed decision processes matrix.

Patrick O'Hearn, 11039 Post Drive, said the current land use code is complex and confusing. He spoke in support of the proposed framework but said the devil is in the details. Mr. O'Hearn said all stakeholders must have a seat at the table and that the proposed schedule of addressing procedures by the end of summer would not allow a lot of time for public input. He added that safeguards should not be removed from previous locations before new safeguards were in place in Title 19.

Vernon Lauridsen, 2219 32nd Street, spoke in support of the proposed approach and echoed many of Mr. O'Hearn's comments. He urged careful review before eliminating the Board of Adjustment and also sparing use of conditional use permits.

Richard Storwick, 1510 9th Street, noted the willingness of Anacortes citizens to serve on boards and commissions and suggested that while the latest hearing examiner proposal was more palatable than in the past, the position still would reduce the role of citizens in decision making. Mr. Storwick, a member of the Board of Adjustment, disagreed with the characterization of that board in the packet materials and summarized the board's activity year to date.

Wil Houppermans, 3412 K Avenue, said that the City Council, not lawyers, represents the citizens. He applauded the work of the Board of Appeals and suggested expanding its role. He expressed concern that a hearing examiner would increase costs to citizens.

Mr. Walters suggested soliciting public comment on the Potential Decision Processes Matrix as drafted early on. Mr. Johnson suggested first adding some footnotes to reference the location of relevant definitions in the code. Ms. Pickett asked if hearing examiner fees would be set by the city rather than by State law and Ms. Swetnam said yes.

Mayor Gere summarized that staff should continue on the proposed path and continue to solicit public comment. Ms. Swetnam offered that staff could prepare additional briefing specifically on the hearing examiner question.

Robert Hogan, 3616 West 10th Street, spoke in support of the matrix but asked for more detail as to what "Level 2 variances" encompasses.

There being no further business, at approximately 7:37 p.m. the Anacortes City Council meeting of May 9, 2016 was adjourned.

City Council Minutes – May 16, 2016

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of May 16, 2016 at 6:00 p.m. Councilmembers Eric Johnson, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller were present. Councilmember Ryan Walters was absent. The assembly joined in the Pledge of Allegiance.

Public Comment

Tom Glade, 210 Mansfield Court, speaking on behalf of Evergreen Islands, thanked the city for its very professional handling of the Break Free event in Anacortes over the weekend and thanked several councilmembers for attending and participating in panel discussions.

Announcements and Committee Reports

Ms. Lovelett moved to excuse the absence of Mr. Walters.

Public Works Committee: Ms. Lovelett reported from the committee meeting earlier in the evening and discussed stormwater upgrades to comply with the city's NPDES permit and also public outreach in preparation for the slurry seal project.

Mayor Gere reported that the Break Free event held in Anacortes over the weekend had concluded safely. She thanked public safety staff for the extensive care and planning for the event and thanked the protesters for respectful behavior. The mayor advised that the Emergency Operations Center had been activated to manage the event and had productively exercised that operational structure. She thanked local businesses who provided meals and support for public safety officers over the weekend. Mr. Miller, a member of the Public Safety Committee, said he visited the EOC several times during the weekend and was impressed by the successful cooperation between the various law enforcement agencies involved. He concluded that it was a very well run operation to ensure public safety. He thanked the refineries for altering work schedule to minimize conflict points. Mr. Miller noted that the event was disruptive to some downtown businesses and that the cost to the city for staff overtime and equipment was approximately \$57K.

Consent Agenda

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

- a. Approval of Claims in the amount of: \$391,437.32
- b. Street Fair Application: Anacortes Waterfront Festival

The following vouchers/checks were approved for payment:

Voucher (check) numbers: 80363 through 80537, total \$408,039.73
EFT numbers: 203503 through 204027, total \$14,644.36

PUBLIC HEARINGS

Public Hearing: Ordinances 2975, 2976, 2977, Jeretzky, Allen and Rockwood Right of Way Vacations

City Attorney Darcy Swetnam presented three petitions to vacate an 8-foot wide strip along contiguous portions of the north side of 10th Street between C Avenue and D Avenue, immediately east of a similar vacation approved by City Council on March 21, 2016 (Ordinance 2969). In exchange for the vacated property, the property owners proposed to quitclaim a 15-foot wide strip of land at the foot of the slope forming the northern boundary of their parcels along the proposed route of the Guemes Channel Trail. Referring to her slide presentation which was added to the packet materials for the evening, Ms.

Swetnam displayed an aerial photo of the area and plan views of the Jeretzky, Allen and Rockwood properties depicting the areas proposed to be vacated by the City and quitclaimed to the City. In all cases the landowners were quitclaiming more area than they were receiving by vacation.

Ms. Swetnam cited the relevant sections of the Anacortes Municipal Code allowing conveyance of real property in lieu of cash payment for vacated property, AMC 12.50.110 setting out criteria for granting a vacation, and AMC 12.50.140(A) regarding establishment of value of vacated property. Ms. Swetnam advised that in accordance with AMC 12.50.140(A), City Engineer Eric Shjarback had determined that no compensation was required beyond the property transfer because the square footage to be transferred by quitclaim deeds exceeded the square footage vacated and the parties had agreed that the value was equivalent. Ms. Swetnam emphasized that the vacations would only be effective after the quitclaim deeds transferring property to the City were executed, recorded, and publication was complete.

Councilmembers confirmed with Ms. Swetnam and Mr. Shjarback that staff did not foresee any future need for the vacated 8-foot strip of the 80-foot road right of way. Mr. Shjarback confirmed that the existing sidewalk along the north side of the roadway and south of the vacated land would remain in place.

Mayor Gere opened the public hearing on the three proposed vacations of 10th Street right of way.

Tom Glade, representing Evergreen Islands, said he would like to see a cross-section of the slope to determine how steep it is and also some indication of the proposed trail route. Public Works Director Fred Buckenmeyer explained that because the property was still in private hands the city had not yet been able to survey the proposed trail corridor nor the upland slope but advised that prior construction of existing segments of the trail had demonstrated the high value of those slopes to provide construction access and staging and to allow installation of drainage and retaining structures where required. Mr. Glade questioned the value of the quitclaimed property if the trail would not actually be constructed on that land.

Marilyn Derig, 1302 K Avenue, spoke to the importance of keeping the existing sidewalks along 10th Street to provide pedestrian safety.

Bret Andrich, 2016 10th Street, advised that he grew up on the adjoining Martin property and said that vacation made sense. Mr. Andrich asked if construction of the Guemes Channel Trail, which he supported, really required the property proposed to be quitclaimed. He urged Council to be careful about granting vacations so they don't come to be expected by area homeowners.

Frank Jeretzky, 13664 Rosario Road, applicant, confirmed that the existing sidewalk would remain in place and in fact be improved. Mr. Jeretzky displayed an overhead image of the property proposed to be quitclaimed and discussed its usefulness to the trail construction effort.

Ms. Lovelett asked Ms. Swetnam to address the question of setting precedent for street vacations. Ms. Swetnam explained that no one is entitled to a vacation, that vacations are granted solely at Council's discretion, and that there must always be a clear public benefit to warrant a vacation.

Patrick O'Hearn, 11039 Post Drive, asked if a title search would be performed before execution of the ordinances. He said a small portion of the Jeretzky lot still showed as owned by Burlington Northern Railroad on the Skagit County records. Mr. Jeretzky advised that a survey and title insurance had been required as part of his application.

No one else wishing to speak, the mayor closed the public hearing.

Mr. Archibald noted the public benefit of the proposed vacations. He moved, seconded by Ms. Pickett, to approve Ordinances 2975, 2976, and 2977, each vacating public right-of-way to be compensated by transfer of real property, by means of Quit Claim Deeds, from the Jeretskys, the Allens, and the Rockwoods to the City of Anacortes. The motion passed unanimously by voice vote.

Resolution 1957: Potential Speed Limit Change on Oakes Avenue

Mr. Buckenmeyer shared a slide presentation summarizing the proposed change of speed limit on Oakes Avenue to 30 mph, recapping the discussion from the April 25, 2016 City Council meeting. Mr. Buckenmeyer recommended Council approval of Resolution 1957 which would initiate a formal request to the Washington State Department of Transportation to change the speed limit on Oakes Avenue (SR 20 spur) to 30 mph for its entire length.

Mayor Gere opened the public hearing on this resolution.

Kevin Meenaghan, 3211 Oakes Avenue, spoke in strong support of the change to 30 mph. Mr. Meenaghan said he lives just east of the current speed transition zone and has seen accidents happen at that location. He argued that 30 mph is consistent with the speed limit on other arterials in the city and would remove the guesswork for both local and out of town motorists. Mr. Meenaghan said the lower speed would also make it easier for residents along Oakes Avenue to merge safely onto the roadway.

Councilmembers expressed their support for the lower, consistent speed limit and discussed with Mr. Buckenmeyer the subsequent steps in the process to seek WSDOT approval for the change.

No one else wishing to comment, Mayor Gere closed the public hearing.

Mr. Johnson moved, seconded by Ms. Lovelett, to approve Resolution 1957 which states that the City shall formally request, to the Secretary of Transportation, a lowering of the 40 mph speed limit to 30 mph from Kansas Avenue to Ferry Terminal Road. The motion passed unanimously by voice vote.

In closing, Ms. Pickett congratulated and commended the Anacortes Police Department, all the organizations that worked so hard over the weekend, and the organizers of the Break Free event.

There being no further business, at approximately 6:50 p.m. the Anacortes City Council meeting of May 16, 2016 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 May 23, 2016 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
200740	2/2/2016	Order	04831	T-SHIRTS BY DESIGN	ANNUAL UNIFORMS: T-SHIRT, HATS AND	\$1,418.10
204154	2/29/2016	052-0010-00	00147	ANACORTES, CITY OF	FEBRAURY WATER, SEWER, GARBAGE FOR	\$914.02
204139	3/11/2016	10425	09277	BENCHMARK DOCUMENT SOLUTIONS	SERVICE ON POSTAGE MACHINE	\$615.74
202348	3/15/2016	089343	08654	FIDALGO AUTO PARTS - NAPA	PARTS FOR VEH #511	\$9.04
202707	3/18/2016	Exec March travel	02342	SAFEWAY INC	FUEL FOR MEETING IN SEATTLE	\$26.22
202701	3/21/2016	089715	08654	FIDALGO AUTO PARTS - NAPA	OIL FILTER	\$7.03
202890	3/28/2016	1387785	03100	WOOD'S LOGGING SUPPLY	SUCTION HOSE	\$75.95
202887	3/28/2016	1387788	03100	WOOD'S LOGGING SUPPLY	ADAPTER	\$3.94
204153	3/28/2016	360-293-0161-0122995	07909	FRONTIER	AFD FAX WEST END FIRE DEPT 293-0161~	\$65.67
202706	3/29/2016	Exec March Visa	05765	ADRIFT	MARCH LUNCH MEETING AND FUEL FOR MEETING IN SEATTLE	\$12.21
204157	3/31/2016	052-0010-00	00147	ANACORTES, CITY OF	WATER, SEWER, GARBAGE FOR MARCH,	\$919.14
202811	4/1/2016	117	09682	CHANNEL VIEW FARMS	FLOWER BASKETS	\$533.82
203733	4/5/2016	7966645	08811	AMAZON.COM	FOG JUICE FOR SMOKE MACHINE, VELCRO	\$64.13
204321	4/6/2016	001-331765	02109	PISTON SERVICE OF ANACORTES	GASKET MATERIALS FOR ANTIQUE ENGINE	\$6.97
202989	4/6/2016	090877	08654	FIDALGO AUTO PARTS - NAPA	PART FOR VEH #135	\$4.00
204078	4/8/2016	25454	10164	MAUL FOSTER ALONGI	FATAL FLAWS ANALYSIS FOR POSSIBLY	\$5,000.00
200918	4/11/2016	789201	00185	ERA	TESTING FOR DMR-QA STUDY 36	\$539.46
204266	4/13/2016	001988548818	06718	ARAMARK	STA 3 MAT SERVICE: 4/13	\$16.28
204309	4/13/2016	0079376	04335	EBSCO INFORMATION SERVICES	PERIODICAL SUBSCRIPTION	\$5.96
203261	4/16/2016	091710	08654	FIDALGO AUTO PARTS - NAPA	AIR FILTERS AND BELTS	\$40.96
204117	4/18/2016	9813298	03072	WILBUR-ELLIS COMPANY, LLC	HERBICIDE - ALL PARKS USE	\$159.50
204294	4/19/2016	8327479	02405	SEBO'S DO-IT CENTER	WTP MAINTENANCE	\$30.36
204118	4/20/2016	9824403	03072	WILBUR-ELLIS COMPANY, LLC	SUN TO SHADE SEED - KIWANIS MEADOWS	\$341.78
204318	4/21/2016	1091783715	02193	FERRELLGAS	PROPANE FOR 6410 SUNSET AVE.,	\$130.83
204315	4/21/2016	3524	10170	ALPHA MEDICAL EQUIPMENT	4 VIDEO LARYNGOSCOPES WITH BATTERIES,	\$16,669.55

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
204166	4/25/2016	09447447	07342	VERIZON BUSINESS	MONTHLY & LONG DIST	\$165.02
203592	4/25/2016	23015779	07351	PARTS MASTER	PARTS FOR VEH #90009	\$113.72
203997	4/26/2016	10237	07844	NW COMMUNICATIONS, INC	PORTABLE RADIO BATTERIES	\$416.64
203254	4/26/2016	31420499	02381	SCIENTIFIC SUPPLY & EQUIP INC	FILTERS, WEIGHING DISHES, PIPET TIPS	\$748.98
203530	4/26/2016	order	10071	VANDAL STOP PRODUCTS	COMMERCIAL TOILET PAPER HOLDERS - WA PRK	\$594.00
203458	4/27/2016	04067010	04442	DEERE & COMPANY	WTP MAINTENANCE UTILITY VEHICLE	\$7,517.04
203748	4/27/2016	1078640	08811	AMAZON.COM	WALL-MOUNTED FILE	\$16.60
204206	4/27/2016	655584	05284	GUARDIAN SECURITY SYSTEMS INC	CITY HALL FIRE SYSTEM INSTECTION/CERTIFICATION	\$376.39
204314	4/27/2016	655585	05284	GUARDIAN SECURITY SYSTEMS INC	FIRE EXTINGUISHER, SPRINKLER, ALARM TESTING, INSPECTION	\$834.68
204217	4/27/2016	655586	05284	GUARDIAN SECURITY SYSTEMS INC	FIDALGO CENTER FIRE SYSTEM INSPECTION	\$717.55
204203	4/27/2016	655589	05284	GUARDIAN SECURITY SYSTEMS INC	EXTINGUISHER CERTIFICATION VOLUNTEER PARK	\$27.13
204199	4/27/2016	655594	05284	GUARDIAN SECURITY SYSTEMS INC	ANNUAL FIRE ALARM INSPECTION	\$1,188.91
204205	4/27/2016	655595	05284	GUARDIAN SECURITY SYSTEMS INC	EXTINGUISHERS CERTIFICATION HYDRO DEPOT	\$203.98
204201	4/27/2016	655596	05284	GUARDIAN SECURITY SYSTEMS INC	FIRE EXTINGUISHERS CERTIFICATION CEMETERY	\$10.85
204211	4/27/2016	655597	05284	GUARDIAN SECURITY SYSTEMS INC	ANNUAL FIRE ALARM INSPECTION PS13	\$137.43
204209	4/27/2016	655598	05284	GUARDIAN SECURITY SYSTEMS INC	ANNUAL FIRE ALARM INSPECTION - PS14	\$137.43
204210	4/27/2016	655599	05284	GUARDIAN SECURITY SYSTEMS INC	ANNUAL FIRE ALARM INSPECTION - PS15	\$142.85
204213	4/27/2016	655600	05284	GUARDIAN SECURITY SYSTEMS INC	ANNUAL FIRE ALARM INSPECTION PS18	\$137.43
203887	4/28/2016	155849	01253	HOLLINGER METAL EDGE INC	CURATORIAL SUPPLIES	\$92.46
203631	4/28/2016	50932753002	08990	MICHAELS	MESSY ME SUPPLIES	\$39.06
204193	4/28/2016	9764527971	02879	VERIZON WIRELESS	VERIZON WIRELESS FEES 3/29-4/28	\$7,643.27
204141	4/28/2016	PWTF-258470	00776	DEPARTMENT OF COMMERCE	PUBLIC WORKS TRUST FUND PRINCIPLE	\$48,298.61
204142	4/28/2016	PWTFNT-246266	00776	DEPARTMENT OF COMMERCE	PUBLIC WORKS TRUST FUND - PRINCIPAL	\$547,368.42
204165	4/29/2016	0156422-IN	06422	NURNBERG SCIENTIFIC GROUP	THERMOMETER EXACT TEMP REFRIGERATOR,	\$188.16
204105	4/29/2016	14915	07259	CEDAR CREEK LUMBER	ROUGH SAWN CEDAR	\$131.76
204220	4/29/2016	400000985772	02192	PUGET SOUND ENERGY	CHANGEOUT PHASE 1 - W OF ANACOPPER MINE RD	\$256.84
204029	4/29/2016	55155982	02154	150-PRAXAIR DISRIBUTION INC	CYLINDER RENTAL	\$1,305.17

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
204158	4/30/2016	052-0010-00	00147	ANACORTES, CITY OF	WATER, SEWER, GARBAGE FOR APRIL,	\$925.81
204123	4/30/2016	114-3986973	04834	UNITED SITE SERVICES	Portable toilet rental - Thompson Trail	\$175.00
204124	4/30/2016	114-3986974	04834	UNITED SITE SERVICES	Portable toilet rental - Cemetery	\$97.85
204125	4/30/2016	114-3986975	04834	UNITED SITE SERVICES	Portable toilet rental - WA Pk Loop #1	\$65.66
204126	4/30/2016	114-3986976	04834	UNITED SITE SERVICES	Portable toilet rental - Community	\$93.43
204127	4/30/2016	114-3986977	04834	UNITED SITE SERVICES	Portable toilet rental - Ace of Hearts	\$87.55
204128	4/30/2016	114-3987017	04834	UNITED SITE SERVICES	Portable toilet rental - WA Pk Loop #1	\$81.00
204129	4/30/2016	114-3987047	04834	UNITED SITE SERVICES	Portable toilet rental - Storvik	\$182.90
204248	4/30/2016	114-3987122	04834	UNITED SITE SERVICES	PORTABLE TOILET RENTAL - WA PK - 6300 SUNSET	\$93.71
204216	4/30/2016	2016-30-4	00424	BUBBA SUDZ CAR WASH	APRIL CAR WASHES - 8	\$64.00
204320	4/30/2016	AFD 16	01364	ISLAND HOSPITAL	HOSPITAL SUPPLIES, LINEN, O2 FOR APRIL	\$1,435.76
204108	4/30/2016	refundboatlot	10163	HINTON, DAVID	REFUND DOUBLE PAYMENT OF BOAT LOT	\$18.00
204149	5/1/2016	00068-AYDELOTTE	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT AYDELOTTE	\$77.00
204145	5/1/2016	00099-DICKERSON	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT DICKERSON	\$49.50
204151	5/1/2016	00155-TOLONEN	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT TOLONEN	\$110.00
204152	5/1/2016	00157-LUZA	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT LUZA	\$16.50
204143	5/1/2016	00182-GARCIA	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT GARCIA	\$66.00
204150	5/1/2016	00205-LAFFERTY	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT LAFFERTY	\$137.50
204144	5/1/2016	00213-GUTHRIE	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT GUTHRIE	\$27.50
204148	5/1/2016	00220-CAYWOOD	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT CAYWOOD	\$225.50
204147	5/1/2016	00222-DAVIS	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT DAVIS	\$77.00
204146	5/1/2016	00240-DAVIS	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT DAVIS	\$170.50
204131	5/1/2016	100009	08325	VENTEK INTERNATIONAL	MONTHLY SERVER HOSTING - WP PAYSTATION	\$45.00
204167	5/1/2016	190-1840-00	00147	ANACORTES, CITY OF	UTILITY BILLING FOR WWTP	\$3,118.61
204232	5/1/2016	5041844826	01299	RICOH USA, INC	ENG C86111692 B&W COPIES	\$120.44
204311	5/1/2016	5041844881	01351	RICOH USA, INC	COPIER ADDITIONAL IMAGES	\$43.36
204156	5/2/2016	1396602	03100	WOOD'S LOGGING SUPPLY	TOOL BOX KEYS	\$10.59
204195	5/2/2016	200260	00155	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; APRIL 2016	\$410.00
204104	5/2/2016	28043449	08636	BMI	ANNUAL MUSIC LICENSE	\$336.00
204267	5/2/2016	300196	07514	THOMPSON'S GREENHOUSE	FLOWERS FOR BASKETS	\$678.28
203732	5/2/2016	7004	08925	NETWORK SOLUTIONS	DOMAIN NAMES FOR PUBLIC WORKS WEBSITES	\$229.90
204289	5/2/2016	8498 30 017 0319913	04412	COMCAST	INTERNET ACCESS - LIBRARY 5/9-6/8	\$170.70
203278	5/2/2016	BI-0308270	00317	BECKWITH & KUFFEL	BLOWER GREASE	\$155.64

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204119	5/2/2016	I16007200	02930	WASHINGTON STATE PATROL	BACKGROUND CHECKS	\$36.00
204283	5/2/2016	I16007207	02930	WASHINGTON STATE PATROL	BACKGROUND CHECKS 2 VOLUNTEERS	\$24.00
203999	5/2/2016	I16007788	02930	WASHINGTON STATE PATROL	BACKGROUND CHECKS; APRIL 2016	\$309.75
204192	5/3/2016	031434373	02339	SAFEGUARD BUSINESS SYSTEMS INC	OFFICE SUPPLIES; CASH RECEIPTS AND LEDGER SHEETS	\$306.22
203827	5/3/2016	102-0967457-1957869	08811	AMAZON.COM	ERGONOMIC MOUSE	\$19.99
204107	5/3/2016	1385	06528	ECCOS DESIGN LLC	DETAIL DRAWINGS - STORVIK SPRAY PARK	\$3,293.00
204227	5/3/2016	16-5063	07444	WESTERN DISPLAY FIREWORKS LTD	DEPOSIT ON 2016 FIREWORKS DISPLAY SHOW	\$5,760.37
203867	5/3/2016	35443	06873	PETER'S TOWING	TOWING; APD CASE 16-A03066	\$162.75
204236	5/3/2016	93906913	10090	ARROW INTERNATIONAL	2 BOXES OF 5 EZ-IO NEEDLES	\$1,112.13
204230	5/3/2016	995032	09237	WASHINGTON TRACTOR	2 WEEDEATERS	\$1,086.00
204115	5/4/2016	15-075.2	09652	SCHEMMER CONSULTING GROUP LLC	PRELIMINARY DESIGN - STORVIK SPRAY PARK	\$3,725.00
204255	5/4/2016	1695882	06347	WITMER PUBLIC SAFETY GROUP INC	CAIRNS HELMET, 3 FIRE GEAR BAGS	\$441.36
203847	5/4/2016	2159	10157	KODIAK INDUSTRIAL SOLUTIONS	POLYRUEA SPRAY WOMEN'S RESTROOM WA PARK	\$29,837.50
204084	5/4/2016	7004	06421	BEST BUY ADVANTAGE ACCOUNT	MYWIRELESSTV2	\$193.12
203866	5/4/2016	8561 0004 96133	02896	VISA	CITY HALL REPLACEMENT LIGHTS	\$198.38
203840	5/4/2016	Order	01004	FOWLER COMPANY INC, H D	SPRINKLER CONTROLLER AND STATION ADD ON.	\$401.60
204005	5/5/2016	102-5506981-0461008	08811	AMAZON.COM	BATTERY CHARGER FOR #90009	\$42.32
204088	5/5/2016	1449762	02519	SKAGIT PUBLISHING	AA-1449762 NOTICE OF APPLICATION SDP-2016-1002	\$191.04
203903	5/5/2016	1988583362	06718	ARAMARK	NYLON MATS CLEANED	\$12.90
204183	5/5/2016	5400	01694	MCCORMACK'S CLASSIC CARS	SERVICE ON VEH #203A	\$415.55
204241	5/5/2016	82141468	09185	BOUND TREE MEDICAL, LLC	PHARMACEUTICALS	\$284.95
203846	5/5/2016	901920605	01903	NORTHERN SAFETY CO INC	SAFETY PPE GEAR	\$284.29
204140	5/5/2016	9410540853	09706	SHRED-IT USA	CONTAINER SHREDDING - CITY HALL	\$27.50
204042	5/5/2016	9410540868	09706	SHRED-IT USA	OLD RECORDS DESTROYED; MAY 4TH, 2016	\$38.50
204285	5/5/2016	DUES16-003	04372	PUGET SOUND MARINE	2016 ANNUAL DUES	\$200.00
203197	5/5/2016	I4200849	01004	FOWLER COMPANY INC, H D	RE-SETTERS FOVG42-7W-NL	\$1,435.15
203206	5/5/2016	I4200853	01004	FOWLER COMPANY INC, H D	WATER INVENTORY PARTS / RESTOCK	\$4,781.42
204004	5/6/2016	102-2482934-1006623	08811	AMAZON.COM	ELECTRICAL LIGHT CONTROLLER FOR EQUIP	\$36.87

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204160	5/6/2016	1107703	02681	SURETY PEST CONTROL	MONTHLY PEST CONTROL SERVICE FOR CITY HALL	\$43.40
204235	5/6/2016	1109928	02681	SURETY PEST CONTROL	PEST CONTROL SERVICE FOR OPS/SHOP	\$48.83
204190	5/6/2016	200015995380	02192	PUGET SOUND ENERGY	ELECTRICITY	\$1,408.44
204002	5/6/2016	32645	07793	DATEC INC	PATROL SUPPLIES; SECTOR PAPER	\$323.33
204247	5/6/2016	72020139768	04784	UNDERWRITERS LABORATORIES LLC	ANNUAL AERIAL AND GROUND LADDERS	\$2,443.45
204109	5/6/2016	9395May16	02192	PUGET SOUND ENERGY	ELECTRICITY - WA PARK	\$69.22
204087	5/6/2016	US-PSI-482763	09898	SOFTWAREONE INC	WINDOWS SERVER STANDARD LICENSE	\$3,091.82
204018	5/7/2016	00005W5A83196	02817	UNITED PARCEL SERVICE	UPS SHIPPING CHARGES	\$24.55
204164	5/9/2016	0156714-IN	06422	NURNBERG SCIENTIFIC GROUP	BOTTLE BOD AND THERMOMETER - OVEN	\$411.71
204282	5/9/2016	05/09/2016	02192	PUGET SOUND ENERGY	CARNEGIE/MHC/WTP ELECTRICITY	\$171.54
204198	5/9/2016	093443	08654	FIDALGO AUTO PARTS - NAPA	BELTS AND FILTERS	\$174.10
204114	5/9/2016	140-795-727-1	02192	PUGET SOUND ENERGY	PARKS/CEM/WASH. PARK/FAC/DEPOT	\$3,953.90
203947	5/9/2016	16619	09434	TRANSPORTATION SOLUTIONS INC	2016 TRANSPORTATION COMP PLAN	\$10,670.00
203950	5/9/2016	16681	09434	TRANSPORTATION SOLUTIONS INC	2016 TRANS COMP PLAN 2/16/2016-4/15/2016	\$1,575.00
204171	5/9/2016	200018631677	02192	PUGET SOUND ENERGY	1100 ST. RT. 20	\$10.16
204237	5/9/2016	2016-6803	04403	PUBLIC SAFETY TESTING INC	POLICE SERGEANT PROMOTIONAL EXAM	\$500.00
204219	5/9/2016	220006944312	02192	PUGET SOUND ENERGY	ELECTRICITY- CASINO DR UNDER TWIN BRIDGES	\$62.94
204090	5/9/2016	228429	01023	FRONTIER BUILDING SUPPLY	PLYWOOD, ANCHORS, PAINTBRUSH - WA PARK	\$30.37
204116	5/9/2016	289211	02549	SMILEY'S INC	ANGLE IRON - WA PARK RESTROOM REMODEL	\$83.00
204222	5/9/2016	300000008114	02192	PUGET SOUND ENERGY	ELECTRICITY FOR METERS, VAULTS & STREET LIGHTS	\$458.67
204092	5/9/2016	543951	10092	WALTER E NELSON CO	FACILITY SUPPLIES LIBRARY	\$406.53
204111	5/9/2016	543952	10092	WALTER E NELSON CO	FACILITY SUPPLIES FIRE STATION	\$171.17
204082	5/9/2016	543953	10092	WALTER E NELSON CO	FACILITY SUPPLIES	\$149.77
204097	5/9/2016	543954	10092	WALTER E NELSON CO	FACILITY SUPPLIES PUBLIC SAFETY	\$128.38
204096	5/9/2016	543955	10092	WALTER E NELSON CO	FACILITY SUPPLIES FOR CITY HALL/DEPOT/FIDALGO/WTP	\$727.47
204098	5/9/2016	543956	10092	WALTER E NELSON CO	CARPET EXTRACTOR	\$3,301.66
204112	5/9/2016	543957	10092	WALTER E NELSON CO	FACILITY SUPPLIES/OPS	\$136.67
203975	5/9/2016	650	02470	SKAGIT CONSERVATION DISTRICT	NPDES PUBLIC OUTREACH EDUCATION	\$1,013.35
204302	5/9/2016	92985032	01318	INGRAM LIBRARY SERVICES	BOOKS - JUV	\$26.63
204303	5/9/2016	92985033	01318	INGRAM LIBRARY SERVICES	BOOKS - JUVENILE	\$25.32
204299	5/9/2016	92985034	01318	INGRAM LIBRARY SERVICES	BOOKS - ADULT	\$19.51

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204304	5/9/2016	92985035	01318	INGRAM LIBRARY SERVICES	BOOKS - JUVENILE	\$16.90
204307	5/9/2016	92985036	01318	INGRAM LIBRARY SERVICES	BOOKS - JUVENILE	\$555.96
204120	5/9/2016	B330078	02405	SEBO'S DO-IT CENTER	ITEMS FOR USE @ FIDALGO CENTER	\$56.45
204136	5/9/2016	BBP078279-BB02	02178	PROSTOCK ATHLETIC SUPPLY	T-BALLS	\$35.78
204178	5/10/2016	001-335312	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #410	\$5.48
204175	5/10/2016	001-335314	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #90011	\$28.92
204011	5/10/2016	0156803-IN	06422	NURNBERG SCIENTIFIC GROUP	POLYPROPYLENE QUICK ACTION SPIGOTS	\$95.14
204186	5/10/2016	0200798-IN	03844	SIRENNET.COM	PARTS FOR VEH #610	\$767.92
204063	5/10/2016	0676006-001	00306	BAYSHORE OFFICE PRODUCTS	NON-COFFEE SUPPLY ORDER; CREAMER	\$5.96
204296	5/10/2016	0676064-001	00306	BAYSHORE OFFICE PRODUCTS	EXHIBIT PRODUCTION: ANACORTES AT 125	\$1,574.81
204103	5/10/2016	0676070-001	00306	BAYSHORE OFFICE PRODUCTS	SHARPIE MARKERS - PARKS SHOP	\$11.05
204060	5/10/2016	102-6183192-1530651	08811	AMAZON.COM	MASTER LOCK COUPLER LOCKS FOR #854, #855	\$54.48
202101	5/10/2016	110528	02773	TRAFFIC SAFETY SUPPLY CO.	SOLAR PANEL READERBOARD SIGNS ON	\$33,227.04
203989	5/10/2016	186	09869	KULSHAN SERVICES LLC	EVALUATE NPDES PROGRAM	\$2,665.00
204310	5/10/2016	6045787810218400	04194	AMAZON.CREDIT PLAN	DVDS	\$31.24
204326	5/10/2016	751379	01588	LIFE ASSIST INC	EXAM GLOVES - 5 CASES ASSORTED	\$450.28
204293	5/10/2016	8493 30 017 0490698	04412	COMCAST	INTERNET CONNECTION - 904 6TH ST	\$166.12
204100	5/10/2016	889318/1	00021	ACE HARDWARE	FLY RIBBON, TOOL BAG	\$40.01
204301	5/10/2016	93007983	01318	INGRAM LIBRARY SERVICES	BOOKS - ADULT	\$1,104.69
204091	5/10/2016	A1104798	02405	SEBO'S DO-IT CENTER	FASTENERS - GUEMES CHANNEL TRAIL	\$5.15
204288	5/10/2016	B330129	02405	SEBO'S DO-IT CENTER	WTP MAINTENANCE SUPPLIES	\$24.67
204113	5/10/2016	B330149	02405	SEBO'S DO-IT CENTER	ITEMS FOR USE @ CITY HALL	\$37.47
204101	5/10/2016	B330228	02405	SEBO'S DO-IT CENTER	FASTENERS, CLOTHESLINE HOOK - CITY HALL	\$5.87
204319	5/10/2016	B330267	02405	SEBO'S DO-IT CENTER	DUCT TAPE, FASTENERS	\$25.86
204041	5/10/2016	MOT-273053	09734	MOTIVATORS	BIODEGRADABLE BAGS FOR WATER	\$269.05
204034	5/10/2016	Quote 20486605	00898	ESRI INC	ARCGIS FOR SERVER IMPLEMENTATION 144574	\$12,400.00
203981	5/10/2016	SIN001652	09998	CARTEGRAPH	ASSET MGMT SYSTEM CARTEGRAPH	\$6,640.20
204176	5/11/2016	001-335511	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #153	\$233.43
204184	5/11/2016	0099073	06543	PACIFIC TIRE	PARTS FOR SHOP STOCK	\$290.53

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204290	5/11/2016	1454163	02519	SKAGIT PUBLISHING	AA-1454163 PUBLICATION ORDINANCE 2974	\$47.76
204292	5/11/2016	1456321	02519	SKAGIT PUBLISHING	AA-1456321 NOTICE OF REVISE APPLICATION PUD-2016-0001	\$210.94
204268	5/11/2016	1988591898	06718	ARAMARK	STA 3 MAT SERVICE: 5/11	\$16.28
204273	5/11/2016	212719	02519	SKAGIT PUBLISHING	JOB POSTINGS, ENGINEERING TECH 1 & PW MAINTENANCE	\$1,048.56
204212	5/11/2016	300-10007952	05987	ALL BATTERY SALES & SERVICE	PART FOR SHOP STOCK	\$103.08
204070	5/11/2016	411	09126	CAPITOL ASSET & PAVEMENT SVCS	RECALCULATE PCI INDEX & FUTURE ROAD MAINT	\$21,650.00
204242	5/11/2016	5103796MB	01530	LAKESIDE INDUSTRIES	WA CLASS G ASPHALT	\$378.25
204106	5/11/2016	608285180	04308	COSTCO	STRING LIGHTS FOR DEPOT	\$162.65
204085	5/11/2016	7004	08491	CLEVERBRIDGE INC	LANSWEEPER STANDARD SOFTWARE	\$395.00
204239	5/11/2016	82145933	09185	BOUND TREE MEDICAL, LLC	PHARMACEUTICALS	\$61.85
204340	5/11/2016	887414	01443	KCDA PURCHASING COOPERATIVE	FILE FOLDERS - LETTER, AND FILE JACKETS	\$70.11
204093	5/11/2016	A1105011	02405	SEBO'S DO-IT CENTER	FASTENERS - WA PARK RESTROOM REMODEL	\$8.94
204102	5/11/2016	B330317	02405	SEBO'S DO-IT CENTER	VALVE BOX WITH COVER - VOL. PARK	\$18.43
204287	5/11/2016	Reim	02372	SCHUH, EMILY	REIMBURSE FIRE & POLICE CIVIL SERVICE ASSESSMENT CENTER	\$72.83
204215	5/11/2016	WAANA82620	00939	FASTENAL CO	PART FOR WATER DEPT	\$18.47
204174	5/12/2016	001-335540	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #202	\$391.10
204179	5/12/2016	001-335622	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #202	\$117.82
203393	5/12/2016	0156897-IN	06422	NURNBERG SCIENTIFIC GROUP	THERMOMETER EXACT TEMP	\$161.63
204076	5/12/2016	0175272	00950	FIDALGO BAY COFFEE COMPANY	10 LB COFFEE	\$93.00
204072	5/12/2016	0175273	00950	FIDALGO BAY COFFEE COMPANY	COFFEE - APD	\$94.10
204180	5/12/2016	0191914-IN	02260	REISNER DISTRIBUTOR INC	PART FOR VEH #202	\$403.30
204073	5/12/2016	051216	00955	FIDALGO CLEANING	CLEANING & SUPPLIES; 5/16-5/31	\$576.00
204185	5/12/2016	0676195-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES FOR WATER DEPT	\$16.91
204295	5/12/2016	0676250-001	00306	BAYSHORE OFFICE PRODUCTS	EXHIBIT PRODUCTION: ANACORTES AT 125	\$145.03
204291	5/12/2016	1107749	02681	SURETY PEST CONTROL	STA 2 SERVICE: MAY	\$43.40
204202	5/12/2016	19-161166	00408	MARKET LLC, THE	FOOD FOR PATROL - MARCHS POINT AREA	\$157.82
204271	5/12/2016	1988594093	06718	ARAMARK	STATION 2 MAT SERVICE: 5/12	\$16.28
204276	5/12/2016	1988594094	06718	ARAMARK	STA 1 MAT SERVICE: 5/12	\$16.28
204265	5/12/2016	1988594104	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$44.04

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204182	5/12/2016	1988594105	06718	ARAMARK	NYLON MAT CLEANING FOR OPS/SHOP	\$18.60
204208	5/12/2016	300-10008002	05987	ALL BATTERY SALES & SERVICE	SUPPLIES FOR SHOP	\$75.41
204338	5/12/2016	300031782	01443	KCDA PURCHASING COOPERATIVE	LEGAL CLASSIFIED FOLDERS - PLANNING	\$64.10
204080	5/12/2016	3625	01269	HOW IT WORKS INC	SPRING/SUMMER A-TOWN PUBLICATION	\$15,013.15
204134	5/12/2016	544312	10092	WALTER E NELSON CO	FACILITY SUPPLIES WTP	\$139.64
204135	5/12/2016	677702969	01997	ORIENTAL TRADING CO INC	SUPPLIES FOR FANCY NANCY TEA PARTY	\$52.14
204339	5/12/2016	839413383001	01962	OFFICE DEPOT	OFFICE SUPPLIES FOR H/R	\$150.11
204121	5/12/2016	889501/1	00021	ACE HARDWARE	ITEM FOR USE @ FIDALGO CENTER	\$5.85
204122	5/12/2016	A1105207	02405	SEBO'S DO-IT CENTER	ITEMS FOR USE @ CITY HALL	\$9.98
204094	5/12/2016	A1105218	02405	SEBO'S DO-IT CENTER	PLIERS, CABLE TIES - HANGING BASKETS	\$20.75
204172	5/12/2016	A1105223	02405	SEBO'S DO-IT CENTER	PARTS FOR #90009	\$64.70
204095	5/12/2016	A1105233	02405	SEBO'S DO-IT CENTER	TAPE RULER, LINKS, CHAIN - HANGING	\$35.83
204099	5/12/2016	A1105270	02405	SEBO'S DO-IT CENTER	VINYL TUBE - BASKETS	\$1.43
204252	5/12/2016	artwalk	02385	SCOTT MILO GALLERY/FRAMEMAKER	APRIL/MAY/JUNE ARTWALK PROMOTIONS	\$189.00
204306	5/13/2016	0503114	00932	FERGUSON ENTERPRISES, INC	M520M - F1 - 3W MXU'S WITH 11 YR	\$2,769.02
204181	5/13/2016	0517571-IN	02260	REISNER DISTRIBUTOR INC	PART FOR VEH #202	\$201.65
204083	5/13/2016	102-8066267-9734621	08811	AMAZON.COM	IPHONE 5S SCREEN PROTECTOR	\$4.99
204130	5/13/2016	114-398-7058	04834	UNITED SITE SERVICES	Portable toilet rental - Edwards Way	\$98.79
204132	5/13/2016	160382	04831	T-SHIRTS BY DESIGN	PEE WEE BASEBALL T-SHIRTS	\$69.44
204204	5/13/2016	201126257	02920	CRIMINAL JUSTICE TRAINING	TRAINING; DT MASTER INSTRUCTOR RECERT - OFC DOTZAUER	\$175.00
204305	5/13/2016	57407	00003	A-1 MOBILE LOCK AND KEY	REPLACEMENT KEYS FOR ACCESS TO GENERATOR	\$21.70
204086	5/13/2016	7004	08912	EBAY OR PAYPAL	VICEVERSA PRO 2.5 SOFTWARE	\$471.70
204275	5/13/2016	96853431	01351	RICOH USA, INC	COPIER RENTAL CITY WIDE	\$415.99
204323	5/13/2016	B330719	02405	SEBO'S DO-IT CENTER	FASTENERS	\$1.28
204169	5/13/2016	COA0516	09183	SYSTEMS DESIGN	AMBULANCE SERVICE BILLING APRIL	\$3,933.65
204286	5/13/2016	May 13, 2016	08270	SARA JOY	UNIFORM SHIRT REPAIR	\$48.83
204062	5/16/2016	0200977-IN	03844	SIRENNET.COM	LIGHTS FOR VEHICLE #610 - LED ARROW	\$899.70
204159	5/16/2016	052-0010-00 May	00147	ANACORTES, CITY OF	WATER, SEWER, GARBAGE FOR OPERATIONS -	\$916.65
204177	5/16/2016	194345	00768	DEPT OF LABOR & INDUSTRIES	OPERATING CERT FOR ELEVATORS	\$474.58
204187	5/16/2016	1988598224	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$51.41
204173	5/16/2016	300000003909	02192	PUGET SOUND ENERGY	MAIN PLANT POWER FOR WWTP	\$12,331.81
204188	5/16/2016	360-293-4684	07909	FRONTIER	TELEPHONE PAYMENT FEE - WILL BE REVERSED	\$3.50

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204194	5/16/2016	655-7199970	06718	ARAMARK	NYLON MATS CLEANED	\$12.90
204207	5/16/2016	94634	09302	FIDALGO ANIMAL MEDICAL CENTER	K9 T-BONE; BRAVECTO CHEW	\$72.15
204234	5/16/2016	C272152	02405	SEBO'S DO-IT CENTER	PART FOR STREET DEPT	\$37.26
204229	5/16/2016	refund - WP camping	10167	WALLACE, JEREMY	CANC. SITE B9 FOR 8/27/2016	\$10.00
204200	5/16/2016	REIMB	06517	BOWERS, BONNIE W	COMMAND POST FOOD	\$47.18
204196	5/16/2016	REIMB	09143	RAY, SCOTT	K9 GROOMING	\$50.00
204228	5/16/2016	storkvik refund	10168	SHOEMAKER, LISA	REFUND OF STORVIK RESERVATION - NOT	\$25.00
204231	5/16/2016	WP-group area	09416	MEISSNER, ERIN	REFUND OF GROUP AREA ON JULY 17, 2016 -	\$86.00
204278	5/17/2016	010976	00930	SKIDMORE PHARMACY INC.	APRIL, LEOFF1 PHARMACY COPAYS	\$74.70
204332	5/17/2016	0175272	00950	FIDALGO BAY COFFEE COMPANY	COFFEE ENG	\$93.00
204244	5/17/2016	0676029-002	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES - POST IT FLAGS	\$2.10
204284	5/17/2016	0676134-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES - HR	\$86.13
204334	5/17/2016	0676424-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES-GUNNAR	\$24.14
204333	5/17/2016	1050420	07181	BUILDERS EXCHANGE OF WA	POST BID DOCS FOR WTP TRAVELING SCREENS	\$45.60
204327	5/17/2016	123424	10172	WH CRESS COMPANY INC	PARTITIONS & TOILETS @ WA PARK RESTROOM	\$3,479.58
200675	5/17/2016	13139	06907	RWC GROUP LTD	INTERNATIONAL MODEL 7500 SBA, DUMP	\$116,715.35
204300	5/17/2016	194246	00768	DEPT OF LABOR & INDUSTRIES	ANNUAL FEE - WHEELCHAIR LIFT	\$69.10
204330	5/17/2016	2016-RS-WAR045549	00780	DEPARTMENT OF ECOLOGY	RSMP STORMWATER PERMIT	\$11,571.00
204322	5/17/2016	21-23775	09030	PARAMETRIX INC	ENGINEER ESTIMATE & PRE-DESIGN WWTP OUTFALL	\$8,965.80
204325	5/17/2016	21-23813	09030	PARAMETRIX INC	ENG EST & PRE-DESIGN WWTP OUTFALL	\$1,501.72
204243	5/17/2016	229557	01023	FRONTIER BUILDING SUPPLY	CONCRETE MIX	\$27.08
204246	5/17/2016	229559	01023	FRONTIER BUILDING SUPPLY	CONCRETE MIX	\$33.85
204329	5/17/2016	26305	07996	REICHHARDT & EBE ENGINEERING	S MARCH PT ROAD WIDENING- APRIL 2016	\$5,349.87
204238	5/17/2016	300000004923	02192	PUGET SOUND ENERGY	ALL STATIONS: 4/6 - 5/5	\$604.07
204297	5/17/2016	54	06629	BOYS & GIRLS CLUBS	APR LUNCH PROGRAM SER PROVISION 40@\$20	\$800.00
204324	5/17/2016	545819	00640	CONSUMER RENTALS	FENCING RENTAL GENERATED BY PROTEST	\$205.50
204331	5/17/2016	7358	07474	MACLEOD RECKORD PLLC	GUEMES TRAIL PHASE 2 DESIGN	\$2,523.98
204249	5/17/2016	B3278717	02405	SEBO'S DO-IT CENTER	SURVEY VAN	\$17.86
204240	5/17/2016	probation dept	03508	SKAGIT COUNTY DISTRICT COURT	1ST QUARTER PROBATION DEPT	\$6,550.00
204308	5/17/2016	Subscription	02481	SKAGIT VALLEY HERALD	PERIODICAL - ARGUS	\$96.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount

Total						\$1,027,608.40
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To: City Council Members, Mayor Gere
From: Fred Buckenmeyer, Director of Public Works
CC: Marcia Hunt
Date: May 17, 2016
Subject: Anacortes Food Co-Op BBQ Fundraiser

Subject:

Anacortes Food Co-Op BBQ Fundraiser

Location:

9th Street from Commercial Avenue to O Avenue

Dates:

May 30, 2016

Time:

5:00 pm to 9:00 pm

Background:

Fundraiser for Food Co-Op, Community Gathering

Discussion:

Street Closure:

9th Street from Commercial Avenue to O Avenue

Parking Restrictions:

- Both Sides of 9th St. from Commercial Avenue to O Avenue
- Parking will be restricted on all closed streets and limited access streets.
- The applicant will post no parking signs 72 hours prior to the event.

Public Works Services:

- The City Building Department will supply “No Parking” signs.
- All cones, barricades and pylons will be supplied by applicant.

Police Services:

NA, Non requested

Recommendations:

Staff recommends approval subject to applicant’s submitted plan.

Proposed Motion:

Recommend approval.

Emergency Contact:

Brian Jo – 360-333-7777

23rd



STREET FAIR APPLICATION

Date Received: May 13 Received by: Eric S City Council Approved: _____

NAME OF EVENT Anacortes Food Co-op BBQ Fundraiser

DATES of Event Memorial Day May 30, 2016

TIME of Day 5PM - 9PM

NATURE/PURPOSE of Event Fundraise for Co-op and strengthen community.

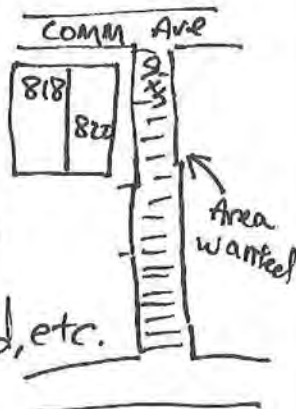
PARTICIPANTS/Attendees (estimated number) 100-200? Hopefully whole town!!

LOCATION of Event (include locations and dimensions of any structure to be erected, dimensions of street/right-of-way to be used and dimensions of same to remain unobstructed) 9th street

1/2 Comm. Ave. Just Half the block or whole block. Chalk games, kids hangout/activities, possibly Dad's Diner, Island Smoothie, Pita Js, location. 10x10 tents. Portable Bathrooms too!

DESCRIPTION of Event Opportunity for community to come and meet the Co-op but also help fundraise the Co-op thru membership sign-up, silent auction, food, etc.

FACILITIES requested (street, sidewalk, park, etc.) 9th street between Commercial and O Ave. Street only needed. But sidewalk will be used by pedestrians.



Dates/hours requested May 30th, 2016 5PM - 9PM

EQUIPMENT requested Block off stands. PA system if the city deems us worthy :)

Dates/hours requested 5PM - 9PM May 30th, 2016

SERVICES requested (eg. Custodial, traffic control) We will have volunteers clean and control crowds.

Dates/hours requested 5PM - 9PM May 30th, 2016

PARKING (include locations and dimensions of parking space to be available/provided) There will be parking around the streets. Locals can walk to location.

INSURANCE (Certificate of Insurance must be submitted with Application)

Required _____ Not Required X ?

FEES (itemize any Admission fees/space rental fees/sale of items/solicitation of funds) No Admission Fee.

APPLICANT/ORGANIZATION (Name) Woven Dream Anacortes Food Co-op

Name of responsible person Brian Jo Phone # 360.333.7777

Address 818 commercial Ave. Anacortes, WA 98221

Date of Birth 07/08/1988

Event and contact information to be included on the City website:

Contact Name Brian Jo Phone # 360.333.7777

Contact Address 818 COMM. Ave Anacortes, WA 98221

Email Address wovendreamscoop@gmail.com Website address Anacortes Food Coop. com

Event Address 818/820 comm. Ave. (Back) Hours of Event 5 PM - 9 PM

Does your event require vendor(s) or participant(s) to sign up to participate? NO

The undersigned agrees to assume responsibility for the above-described event, and to abide by all conditions stipulated upon acceptance of permit.

Signature [Signature] Date May. 13, 2016

* FOR OFFICE USE ONLY *

	Initials	Comments (Stipulate Conditions of Approval on Reverse)
Mayor	_____	_____
Building	_____	_____
Fire	_____	_____
Parks	<u>C</u>	_____
Police	_____	_____
Public Works	<u>[Signature]</u>	_____
City Council	_____	_____

* PERMIT *

Permit will be issued after review by above Department Heads and City Council subject to the following conditions: Compliance with all City Ordinances, Compliance with Department with Public Works regulations, and Submittal of Certificate of Insurance saving the City harmless from all liability.



CERTIFICATE OF LIABILITY INSURANCE

WOVEN-1

OP ID: BG

DATE (MM/DD/YYYY)

05/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RIS Insurance Services PO Box 1059 Anacortes, WA 98221 BILL GILLESPIE		CONTACT NAME: BILL GILLESPIE PHONE (A/C, No, Ext): 360-293-2135 FAX (A/C, No): 360-293-2385 E-MAIL ADDRESS:		
INSURED WOVEN DREAM ANACORTES FOOD COOP 818 COMMERCIAL AVENUE ANACORTES, WA 98221		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : LIBERTY MUTUAL INSURANCE		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	BKS57337194	05/16/2016	05/16/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

IT IS AGREED THAT THE CITY OF ANACORTES IS NAMED AS ADDITIONAL INSURED, COVERED UP TO THE POLICY LIMITS AS REQUIRED IN THE WRITTEN CONTRACT BETWEEN PARTIES, BUT IN NO CASE MORE THAN AS THE LIMITS SHOWN.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF ANACORTES PO BOX 410 ANACORTES, WA 98221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE BILL GILLESPIE

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City Council Agenda Bill

Meeting Date: 5/23/2016 **Agenda Item:** 5d

Subject: Resolution No. 1959 Authorizing Execution of the Tourism Promotion Fund Contracts by and Between the City of Anacortes and Recipient Agencies

Staff Contact: Don Measamer

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

Action Type	
	Ordinance No.
	Code Revision?
X	Resolution No. 1959
	Contract
	Public Hearing
	Staff Report

Summary Statement: Two new projects were submitted for the Lodging Tax 2016 funding. These projects have been selected by the City Lodging Tax Advisory Committee to advertise, publicize, or distribute information or undertake other activities specifically authorized by RCW 67.28.180 for the purpose of attracting visitors to Anacortes.

Background: The Revised Code of Washington (RCW) 67.28.080 provides authority for cities to adopt a lodging tax of up to 4% of lodging charges made by hotels and motels in order to attract visitors for both overnight stays and daytrips. The Lodging Tax Advisory Committee reviewed and recommended the requests for funding at their May 12, 2016 meeting. The recommendation includes 2 contracts which are attached for City Council review and approval.

Budget Impact	
Amount Budgeted	\$3,000
Budget Account (BARS)	135.240.557.30.41
Proposed Expenditure	\$3,000
Budget Amendment Required?	No
Revenue Source	Lodging Tax

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: LTAC Recommends approval of each contract for 2016 tourism funding

Competing Viewpoints Considered: The proposals were reviewed by the LTAC and forwarded to City Council as recommended.

Recommended Motion: I move to approve Resolution No. 1959 Authorizing Execution of the Tourism Promotion Fund Contracts by and Between the City of Anacortes and Recipient Agencies

Alternative Actions: Deny Resolution 1959 and extend the timeframe for approval of the contracts.

Attachments (listed in order presented): Resolution No. 1959, Contract for Anacortes 98221 Artists Studio Tour and Women & Junior National Lido Sailboat Regatta

RESOLUTION NO. 1959

**A RESOLUTION AUTHORIZING EXECUTION OF TOURISM PROMOTION FUND
CONTRACT/COMMITMENT BY AND BETWEEN THE CITY OF ANACORTES
AND RECIPIENT AGENCIES**

WHEREAS, the below listed agencies have been selected by the City through a competitive selection process to undertake projects designed to advertise, publicize, or distribute information or undertake other activities specifically authorized by RCW 67.28.180 for the purpose of attracting visitors to the City of Anacortes; and

WHEREAS, the City of Anacortes wishes to contract with these agencies for the provision of these services and is willing to provide certain monies to these agencies, which monies have been collected or will be collected as part of the Motel/Hotel Tax;

NOW, THEREFORE IT IS HEREBY RESOLVED BY THE ANACORTES CITY COUNCIL to authorize the distribution of tourism promotion funds to the following listed agencies, as the official act and deed of the City of Anacortes:

1.	Anacortes Arts Commission	98221 Artists Studio Tour	\$1,500
2.	Anacortes Yacht Club/Lido Fleet 78.	Women & Junior National Lido Sailboat Regatta	\$1,500
	TOTAL		\$3,000

PASSED and **APPROVED** on this 23rd day of May, 2016.

CITY OF ANACORTES:

By _____
Laurie Gere, Mayor

ATTEST:

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

Darcy Swetnam, WSBA #40530
City Attorney

CONTRACT

Contract by and between the **CITY OF ANACORTES**, a municipal corporation, and the **Anacortes Arts Commission** (hereinafter Grant Recipient) for the **98221 Artists Studio Tour**.

WITNESSETH:

WHEREAS, the City of Anacortes has levied and continues to levy a special excise tax on charges made for the furnishing of lodging in motels, hotels, etc.; and

WHEREAS, RCW 67.28.180 authorizes the expenditure of such funds, or a portion thereof, to pay for advertising, publicizing or otherwise distributing information and to pay for other specified activities for the purpose of attracting visitors and encouraging tourism; and

WHEREAS, the Grant Recipient engages in activities designed to advertise, publicize, or distribute information or other activities specifically authorized by RCW 67.28.180 for the purpose of attracting visitors to our community:

WHEREAS, the Grant Recipient must expend the funds for such advertisement, publication and distribution of tourist promotion information or other activities specifically authorized by RCW 67.28.180 prior to December 31, 2016;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties hereto as follows:

1. The City of Anacortes shall pay directly to the Grant Recipient the sum of \$1,500 during the calendar year 2016 upon documented performance of the work set-out in Attachment A to this contract, provided that the Grant Recipient must document a contribution to the project equal to one half (½) match of the amount requested at the time of each invoice.

2. The Grant Recipient agrees to request payment from the City of Anacortes only for activities designed to advertise, publicize, or distribute information to attract visitors to the City of Anacortes and other such purposes as are permitted by RCW 67.28.180 and as set out in Attachment A to this contract.

3. The Grant Recipient shall make available to the City or the Washington State Auditor or their duly authorized representatives at any time during normal operating hours, all records, books, or pertinent information which the Grant Recipient shall have in conjunction with this agreement and which the City may be required by law to include or make part of auditing procedures or audit trail and which may be required for the purposes of funding the service contracted for herein. In addition, the Grant Recipient shall provide the Council a report with each reimbursement request describing how project funds were spent since the last reimbursement was submitted with a summary report being submitted with the final reimbursement request.

4. The Legal Department is authorized to approve the Grant Recipient's requests to reprogram a maximum of 20% of approved funds within expenditure categories enumerated in the original contract; provided that authorization shall not be construed as permitting: (1) assignment of new funds to a project in excess of the amount originally approved by Council, or (2) funding of expenditure categories not cited in the original governing contract.

5. The term of this contract shall be for the calendar year 2016.

6. All services which are to be rendered or performed under this agreement will be rendered or performed entirely at the Grant Recipient's own risk and the Grant Recipient expressly agrees to indemnify and hold harmless the City and all its officers, agents, employees or otherwise, from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of every kind or nature whatsoever by or to any and all persons or property and of judgment against them which result from, arise out of, or in any way connected with the services to be rendered or performed by the Grant Recipient under the terms of this agreement. The Grant Recipient agrees to defend against any and all claims brought or action filed against the City with respect to the subject of this agreement, whether such claims are rightfully or wrongfully brought or filed.

In witness whereof the parties hereto have caused this Agreement to be executed this ____ day of May, 2016.

CITY OF ANACORTES:

Anacortes Arts Commission

By _____
Laurie Gere, Mayor

By _____
Lisa Rhoades

ATTEST:

Steve D. Hoglund, City Clerk-Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, WSBA #40530
City Attorney

ATTACHMENT A

SCOPE OF WORK:

Fully describe the project. Expand your summary paragraph from page one to address such issues as: what it is you wish to do; who will benefit, why and how; beginning and ending dates of your project and what measures you will apply to evaluate its success. If you are requesting funds for a specific portion of a larger project, please so state but focus your response on the element for which you are requesting funding assistance. Keep scope outline to this one page or less. Use attachments to describe details.

Planned for October 22/23...Saturday/Sunday, 10:00-5:00 p.m. This program will also include the utilization of our Depot for those artists who do not have a working studio but would like to participate...giving tourists an opportunity to see 5-10 artists in one location.

We will be fundraising to support the advertising costs, which includes a tour-map guide, postcards, signage & announcements in area publications.

We will require artists to keep records of attendees, as well as dollars in art purchased. We speak with hoteliers regarding their perceived increase in stays, as well as inquiring with the visitor's center on how many tourist came in specifically asking for the studio tour maps/guide.

CONTRACT

Contract by and between the **CITY OF ANACORTES**, a municipal corporation, and the **Anacortes Yacht Club/Lido Fleet 78** (hereinafter Grant Recipient) for the **Women & Junior National Lido Sailboat Regatta**.

WITNESSETH:

WHEREAS, the City of Anacortes has levied and continues to levy a special excise tax on charges made for the furnishing of lodging in motels, hotels, etc.; and

WHEREAS, RCW 67.28.180 authorizes the expenditure of such funds, or a portion thereof, to pay for advertising, publicizing or otherwise distributing information and to pay for other specified activities for the purpose of attracting visitors and encouraging tourism; and

WHEREAS, the Grant Recipient engages in activities designed to advertise, publicize, or distribute information or other activities specifically authorized by RCW 67.28.180 for the purpose of attracting visitors to our community;

WHEREAS, the Grant Recipient must expend the funds for such advertisement, publication and distribution of tourist promotion information or other activities specifically authorized by RCW 67.28.180 prior to December 31, 2016;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties hereto as follows:

1. The City of Anacortes shall pay directly to the Grant Recipient the sum of \$1,500 during the calendar year 2016 upon documented performance of the work set-out in Attachment A to this contract, provided that the Grant Recipient must document a contribution to the project equal to one half (½) match of the amount requested at the time of each invoice.

2. The Grant Recipient agrees to request payment from the City of Anacortes only for activities designed to advertise, publicize, or distribute information to attract visitors to the City of Anacortes and other such purposes as are permitted by RCW 67.28.180 and as set out in Attachment A to this contract.

3. The Grant Recipient shall make available to the City or the Washington State Auditor or their duly authorized representatives at any time during normal operating hours, all records, books, or pertinent information which the Grant Recipient shall have in conjunction with this agreement and which the City may be required by law to include or make part of auditing procedures or audit trail and which may be required for the purposes of funding the service contracted for herein. In addition, the Grant Recipient shall provide the Council a report with each reimbursement request describing how project funds were spent since the last reimbursement was submitted with a summary report being submitted with the final reimbursement request.

4. The Legal Department is authorized to approve the Grant Recipient's requests to reprogram a maximum of 20% of approved funds within expenditure categories enumerated in the original contract; provided that authorization shall not be construed as permitting: (1) assignment of new funds to a project in excess of the amount originally approved by Council, or (2) funding of expenditure categories not cited in the original governing contract.

5. The term of this contract shall be for the calendar year 2016.

6. All services which are to be rendered or performed under this agreement will be rendered or performed entirely at the Grant Recipient's own risk and the Grant Recipient expressly agrees to indemnify and hold harmless the City and all its officers, agents, employees or otherwise, from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of every kind or nature whatsoever by or to any and all persons or property and of judgment against them which result from, arise out of, or in any way connected with the services to be rendered or performed by the Grant Recipient under the terms of this agreement. The Grant Recipient agrees to defend against any and all claims brought or action filed against the City with respect to the subject of this agreement, whether such claims are rightfully or wrongfully brought or filed.

In witness whereof the parties hereto have caused this Agreement to be executed this ____ day of May, 2016.

CITY OF ANACORTES:

Anacortes Yacht Club/Lido Fleet 78

By _____
Laurie Gere, Mayor

By _____
Dustin Johnson

ATTEST:

Steve D. Hoglund, City Clerk-Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, WSBA #40530
City Attorney

ATTACHMENT A

SCOPE OF WORK:

Fully describe the project. Expand your summary paragraph from page one to address such issues as: what it is you wish to do; who will benefit, why and how; beginning and ending dates of your project and what measures you will apply to evaluate its success. If you are requesting funds for a specific portion of a larger project, please so state but focus your response on the element for which you are requesting funding assistance. Keep scope outline to this one page or less. Use attachments to describe details.

As noted above, the Anacortes Yacht Club and Lido Fleet 78 have been selected from a highly competitive selection process to host the National Youth and Women's Lido Regatta on August 27th and 28th. We anticipate that we will have a significant turn-out from our local high school sailors – with all Anacortes Parks and Recreation boats already spoken-for, and arrangements are being made for additional boats to be chartered. We will also have youth from Oak Harbor and many other neighboring communities. In addition, there will be a group of sailors from all over the county that will come to race in this prestigious regatta for a national title. Lido 14 sailboats are one of the most competitive and popular smaller racing sailboats in the nation and draw high-level competitors. This is the first time that Anacortes has hosted the Youth and Women's National Regatta, and organizers and the national governing body have already expressed excitement in the level of early interest the regatta is attracting.

In addition to racers, there will also be a significant contingent of support boats, race committee boats, mark boats and the youth will be required to have a parent present, increasing the number of attendees that this event will draw. The national Lido organization will be flying in Principal Race Officers to score and oversee racing.

Success will be measured in the number of attendees that compete. As noted previously, there has already been significant interest expressed – due in large part to the beauty and charm of our town, and national awareness of the outstanding sailing in Anacortes. Significant marketing will go into registering competitors and we have already received firm commitments from our Northwest High School Sailing Association teams (our association covers Portland to Bellingham).



City Council Agenda Bill

Meeting Date: 5/23/2016 Agenda Item: NoaNet Services Agreement

Subject: **NoaNet** Services Agreements

Staff Contact: Fred Buckenmeyer

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

Action Type	
	Ordinance
	Resolution
	Contract
	Public Hearing
	Staff Report

Summary Statement: We are exploring the possibility of creating a Municipal Broadband Fiber network within the City. We are beginning preliminary discussions with **Northwest Open Access Network**, a Washington non-profit mutual corporation, "**NoaNet**". NoaNet operates a fiber optic cable system within Anacortes, and NoaNet is agreeable to provide communication transport services on their network. Executing these agreements will allow the City to begin discussions and negotiations with NoaNet. All future agreements and contracts for services must be approved by City Council. Approval of these agreements does not financially obligate the city. There are 2 documents a Nondisclosure agreement and a Master services agreement.

Recommended Motion: Authorize the Mayor to execute the Non-Disclosure agreement and the Master Services Agreement with Northwest Open Access Network

Background: [Click here to enter text.](#)

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

Previous Council/Committee Action: [Click here to enter text.](#)

Alternative Actions: [Click here to enter text.](#)

Attachments: NoaNet NDA and Master Services Agreement (MSA)

CONFIDENTIALITY AGREEMENT

This Agreement, dated this _____ day of _____, _____ by and between Northwest Open Access Network ("NoaNet") and _____ ("_____").

WHEREAS, NoaNet and _____ wish to discuss and exchange (the "Discussions") certain information relating to certain projects and/or future business plans, which either or both NoaNet and _____ have developed or are in the process of developing which are confidential and proprietary ("Confidential Information"), and

WHEREAS, the parties wish to protect disclosures of such Confidential Information;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows.

1. Disclosures. For purpose of the Discussions, each party shall disclose to the other party such Confidential Information as the disclosing party, in its sole discretion, may choose to disclose. All Discussions between the parties shall be deemed to be disclosure of Confidential Information and neither party shall be required to take any further action to identify the information disclosed as Confidential Information. The parties will attempt as reasonably practicable to label as "Confidential" any Confidential Information before disclosure, but all documents exchanged pursuant to this Agreement shall be deemed to be Confidential Information without need for identification as such.

2. Confidentiality and Nonuse. The receiving party shall accept the Confidential Information of the disclosing party for the sole purpose of the Discussions between the parties and any activity of the parties in furtherance thereof and will not, without prior written consent of the disclosing party, use such Confidential Information except for such purpose. Except as provided herein, or as required by law, the receiving party further agrees not to disclose the Confidential Information to persons other than employees, officers, directors, attorneys, consultants, representatives, and agents of the receiving party who will perform all or a portion of the duties of the receiving party and who are obligated to keep such information in confidence (hereinafter designated as such parties' "Representatives"). The term "Representatives" shall also include NOANET' member utilities and their Representatives. Prior to disclosing Confidential Information to a party's Representatives, each such Representative will be made aware of the nature of the Confidential Information and will agree to be bound by this Agreement.

The obligation of the receiving party not to use or disclose Confidential Information of the disclosing party shall not apply to information which: (a) at the time of disclosure by the disclosing party is in the possession of the receiving party and was not acquired, directly or indirectly, from the disclosing party with knowledge of its confidential nature; (b) is acquired by the receiving party from third parties which, to the knowledge of the receiving party, have not received such information in confidence from the disclosing party or from other third parties; or (c) is now or hereafter becomes, through no fault of the receiving party, a part of the public domain by publication or otherwise; (d) is independently developed by the receiving party

without the use of Confidential Information; (e) is disclosed to any court, regulatory agency, or any other party as required by law; or (f) which, in the receiving party's judgment, it is required or deems its advisable upon advice of counsel to disclose under the Washington State Public Disclosure Act (RCW 42.56), the Washington Open Public Meetings Act (RCW 42.30, *et seq.*), or any other applicable public disclosure requirement. In connection with any disclosure intended pursuant to exceptions (e) or (f), the receiving party (i.e., the party that initially received the Confidential Information that it intends to disclose) agrees to provide the disclosing party (i.e., the party that initially disclosed the Confidential Information) seven (7) days written notice of impending release and to cooperate with any legal action which may be initiated by the disclosing party to enjoin or otherwise prevent such release, provided that all expenses of any such litigation shall be borne by the disclosing party, including any damages, penalties, attorneys' fees, or costs awarded by reason of having opposed disclosure, and further provided that the receiving party shall not be liable for any release which is either compelled by process of law, or where notice was provided and the disclosing party took no action to oppose the release of information.

3. Duration of Confidentiality. Unless otherwise agreed to in writing, neither party shall have any obligations of secrecy under this Agreement after two years from the date of disclosure.

4. Documents Remain Property of Disclosing Party. All documents given to the receiving party as Confidential Information pursuant to this Agreement, and all copies thereof, whether whole or partial, shall be and remain the property of the disclosing party. Each party in its capacity as receiving party shall deliver all such documents and all copies or excerpts thereof to the disclosing party promptly upon the request of the disclosing party.

5. No License. Nothing in this Agreement shall be construed as giving either party a license or any other right to use the Confidential Information of the other party other than as provided in this Agreement. Neither party acquires any patent, copyright, trademark, or other intellectual property rights under this Agreement; neither party has an obligation under this Agreement to purchase any service or item from the other party, or to deal exclusively with the party in any field; and neither party has an obligation under this Agreement to offer for sale services, assets or products using or incorporating Confidential Information. Either party may, at its sole discretion, offer such services, assets or products for sale and may modify them or discontinue the sale at any time.

6. Remedies and Indemnification. The parties acknowledge that a breach of this Agreement by one party could cause damage to the other party which is irreparable and immeasurable in terms of monetary value. For this reason, the parties agree that this Agreement may be specifically enforced, and they consent to the entry of such restraining orders and injunctions as maybe necessary to prevent a breach of this Agreement and to carry out its terms. This remedy shall not be exclusive, and either party may have such other and further relief as may be permitted by law.

7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington.

8. Venue; Jurisdiction. The parties consent to the personal jurisdiction of the courts of the State of Washington with respect to any lawsuit to interpret or enforce this Agreement. The venue of any such lawsuit shall be King County, Washington unless otherwise agreed by the parties.

9. Attorneys' Fees. In the event either party to this Agreement finds it necessary to bring any suit, action, or other proceeding at law or in equity to interpret, enforce, or implement any of the terms, covenants, or conditions of this Agreement, the party prevailing in such action or proceeding shall be paid all of its reasonable attorneys' fees and costs by the losing party. If there is no prevailing party, the parties to the dispute shall each bear their own attorneys' fees and costs.

10. Severability. If any term, covenant, or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

11. Term. this Agreement shall (unless extended by mutual agreement in writing) terminate two years from its effective date, but may be earlier terminated by either party effective upon thirty days prior written notice to the other party. In no event, however, shall termination of this Agreement affect the rights and obligations arising under this Agreement with respect to Confidential Information disclosed prior to termination, including without limitation the two year confidentiality period set forth in paragraph 3 of this Agreement.

12. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and may not be modified except in writing signed by a duly authorized representative of each party. This agreement may not be assigned by a party without the express written permission of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement maybe executed in counterparts, each of which, together, shall be considered an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their respective duly authorized representatives effective as of the day and year first above written.

NORTHWEST OPEN ACCESS
NETWORK

BY _____

Title: _____

BY _____

Title: _____



Date: _____

Date: _____

MASTER SERVICES AGREEMENT FOR COMMUNICATION TRANSPORT SERVICES

THIS AGREEMENT, made and entered into effective as of the date signed below, by and between _____, a corporation, organized under the laws of the State of _____, hereinafter called "**Customer**," and **Northwest Open Access Network**, a Washington non-profit mutual corporation, hereinafter called "**NoaNet**", This Agreement becomes legally binding upon signature by both parties.

RECITALS

Customer desires to obtain Communication Transport Services ("CTS") on NoaNet's fiber optic cable system; and

NoaNet is agreeable to provide CTS and allow Customer to co-locate in NoaNet facilities to access CTS. Customer will be allowed to terminate its signal cable on a NoaNet provided facility. Customer may use service only for authorized and lawful purposes.

NOW, THEREFORE, Customer and NoaNet, in consideration of mutual conditions and covenants hereinafter described, do agree as follows:

1. Overview: This Agreement states the general terms and conditions by which NoaNet will deliver and Customer will receive any or all of the services provided by NoaNet. The specific services and/or products to be provided and the procedure for obtaining services shall be detailed in associated Service Order Summary. This Agreement is intended to cover any and all services ordered by Customer and provided by NoaNet. Customer may use services only for authorized and lawful purposes.

2. Delivery of Services: By submitting a Service Order Summary, Customer agrees to take and pay for, and, by accepting the Service Order Summary, NoaNet agrees to provide, the services(s) during the term described on the Service Order Summary. NoaNet has the right to limit the manner in which any portion of its network and facilities ("Network") is used to protect the technical integrity of the Network. NoaNet is not liable or responsible for content, errors in transmission, or failure to establish connection.

The fiber optic cable system over which NoaNet will provide CTS to Customer is a part of the Public Benefits Fiber, the use of which it has licensed from the Bonneville Power Administration (the "BPA") pursuant to a License Agreement with BPA (which, together with all amendments thereto is referred to herein as the "BPA Agreement"). The transport services NoaNet agrees to provide to the Customer as described in the attached Service Order Summary (and any supplemental or subsequent Service Order Summary) must at all times comply with the limitations within which NoaNet is permitted to use the system by the terms of the BPA Agreement. This compliance means the transported data or circuit end points will meet the definition of either "Public Benefits Fiber" or as a service for "Economic Development" in a "Rural Area". "Public Benefits Fiber" is optical fiber designated for use by schools; hospitals; emergency services; museums; libraries; Federal, state and local governments and subdivisions thereof; public, co-operative and municipal utilities; Tribal governments; for Economic Development in Rural Areas or within Washington Enterprise Communities or the Oregon Enterprise Zones, as defined by the laws of those respective States.

"Economic Development" means the facilitating of timely and increased communication services and solutions to diversify economic, educational, social, quality of life, environmental and cultural objectives. "Rural Area" means any county with a population density of less than 100 persons per square mile on July 1, 1998, according to information released to the Internet on March 12, 1999 by the Statistical Information Staff of the Population Division of the U.S. Bureau of the Census. Customer represents and warrants that the services it receives under this Agreement comply with these requirements of the BPA Agreement.

3. Installation and Interconnection of Services: Other than the facilities, termination equipment or other devices provided by Customer, and unless otherwise provided elsewhere in this Agreement or any attachments hereto, NoaNet will pay for, provide, install, maintain, operate, control and own any equipment, cable or facilities connected to the Network ("System Equipment"), which equipment at all times remains NoaNet's personal property, regardless of where located or attached. NoaNet may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the service are not altered, and this Agreement constitutes Customer's consent to such change, replacement or removal. Customer may not rearrange or move or disconnect the System Equipment, and is responsible for any damage to or loss of System Equipment caused by Customer's negligence or willful misconduct or that of its end users. NoaNet has no obligation to install, maintain or repair any equipment owned or provided by Customer, except as may be specifically provided herein. If Customer's or an end user's equipment is incompatible with service, Customer is responsible for any special interface equipment or facilities necessary to ensure compatibility. Customer is responsible to ensure that its equipment does not interfere with the provision of or functionality of services to Customer or other parties with whom NoaNet contracts. If, in responding to a Customer initiated service call, NoaNet reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-

provided equipment or software. Customer will pay NoaNet for such service call at NoaNet's then prevailing rates.

NoaNet may reconfigure, reprogram, substitute, rearrange or otherwise change any NoaNet Facilities, whether such NoaNet Facilities are on the Customer's premises or otherwise, at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer without the Customer's knowledge or consent. Although no specific advance notification period is applicable, NoaNet will use its best efforts to notify the Customer of the planned timing of such activities and will use reasonable efforts to perform such activities at a time that is agreeable to the Customer (except where emergency conditions exist or where such change is required by a governmental agency or other authority to take place immediately).

4. Term: Subject to the provisions of Sections 11 and 12, the initial term for each service will commence and end on the dates indicated in the applicable Service Order Summary. Thereafter, the service automatically renews for successive 1-year terms unless terminated by either party upon no less than 30 days written notice prior to the end of the initial or renewal term, or unless otherwise specified in the Service Order Summary. This Agreement shall continue until so terminated by written notice as provided in Section 25. Upon termination of this Agreement, all rights of Customer to order new services cease and NoaNet has no further obligations to furnish new services to Customer.

5. Fees and Payment Terms: Customer shall pay all fees due for services according to the prices and terms listed in the Service Order Summary. Upon completing provisioning, installation and testing of the System Equipment needed to provide services ordered by Customer, NoaNet will notify Customer that the services are available for Customer's use. These services are subject to, but are not limited to a Monthly Recurring Charge ("MRC") as set forth in Service Order Summary. NoaNet reserves the right to change the MRC for such services at any time, after the initial term hereof upon 25 days prior written notice to Customer. The MRC does not include any governmental taxes or tax-related charges, fees, surcharges or other amounts assessed by any government, which may be incurred in connection with services to be provided hereunder, all of which shall be paid by Customer. Any installation charges or other non-refundable Non-Recurring Charge ("NRC") to be billed one time will appear on the first monthly invoice. NoaNet reserves the right to recover any additional installation charges accrued during installation.

Any payment not received within thirty (30) days of the invoice date will accrue interest at a rate of one and one-half percent (1½%) per month, or the highest rate allowed by applicable law, whichever is lower.

6. Early Termination Charges: If (a) Customer terminates this Agreement or any Service Order Summary hereunder for reasons other than Cause; or (b) NoaNet terminates this Agreement or any Service Order Summary hereunder pursuant to Sections 11 or 12, then Customer will pay, within thirty (30) days after such termination: (i) all accrued but unpaid charges incurred through the date of such termination, plus (ii)

an amount equal to fifty percent (50%) of the "MRC" for the then current term (and any pro rata portion thereof for any partial then current term) remaining in the unexpired portion of the then current term on the date of such termination, plus (iii) a pro rata portion of any and all credits received by Customer. If Customer desires to cancel a Service Order Summary prior to the Firm Order Confirmation the following conditions apply, (I) where a Service Order Summary is canceled by the customer prior to the start of any design work or installation of facilities, no charge applies, (II) when a service that requires special design work is canceled after the design work has begun, NoaNet may collect charges equal to the cost incurred for the associated design work time and materials to date, and (III) if cancellation is requested after completion of an installation, it will be treated as an early termination of service and is pursuant to the terms and conditions of Section 6. In the event of early termination by either Party, Customer shall not be entitled to reimbursement of fees already paid to NoaNet and shall not be entitled to receive services from NoaNet as specified in the Agreement.

7. Limitation of Liability: The total liability of NoaNet to Customer in connection with this agreement, for any and all causes of actions and claims, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, shall be limited to the lesser of: (a) direct damages proven by customer; or (b) the amount paid by Customer to NoaNet under this agreement for the one (1) month period prior to accrual of the most recent cause of action. In no event shall NoaNet be liable for special, punitive, consequential or incidental damages, including without limitation, lost revenue, profits or other benefit whether by tort, contract, or otherwise.

8. Force Majeure: Neither party is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions, governmental action, labor difficulties and supplier failures. Customer's invocation of this clause shall not relieve Customer of its obligation to pay for any services actually received. In the event such failure continues for 60 days, the other party may terminate the affected portion of the Services.

9. Assumption of Risk: Customer recognizes that use of the Premises and NoaNet's system shall be at its own risk, and therefore, expressly assumes any risk arising from the exercise of any rights, privileges or obligations identified herein.

10. Indemnity: Customer agrees to indemnify, defend and hold harmless NoaNet and its members, and the commissioners, officers, directors, employees, agents and other representatives of NoaNet and its members. Customer must indemnify, defend and hold harmless NoaNet from all losses or damages arising from Customer's breach of this Agreement, violation of any third party intellectual property right, all claims of any kind by Customer's end users, or any act or omission of Customer in connection with any service provided hereunder.

Subject to the provisions of Section 7, NoaNet agrees to indemnify, defend and hold harmless Customer from all losses or damages arising from or related to

personal injury or property damage caused by the negligence or willful misconduct of NoaNet.

11. Termination by NoaNet: NoaNet may terminate this Agreement or any Service Order Summary hereunder, or suspend services, with prior written notice, upon (a) failure of Customer to pay any amounts as provided herein within thirty (30) days of invoice date; or (b) Customer's breach of any provision of this Agreement or any law, rule or regulation governing the services; or (c) if Customer provides false information to NoaNet regarding the Customer's identity, creditworthiness, or its planned use of the services; or (d) if NoaNet deems necessary to take any reasonable and lawful action to protect the property and rights of NoaNet, and existing and potential customers of NoaNet's services.

12. Termination for Cause: Either Party may terminate this Agreement for Cause. "Cause" shall mean a breach by the other party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within thirty (30) days after delivery of such notice.

13. Resale of Services: Any service provided under this Agreement may be resold to or shared with other persons or entities at the option of the Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. The Customer remains solely responsible for all services ordered by it or billed to its account, for determining who is authorized to use its services and taking appropriate actions to enforce such a determination, and for immediately notifying NoaNet of any unauthorized use. NoaNet has no obligation to provide notice to or otherwise communicate with the users or customers of Customers.

14. Assignment: Customer shall not assign, pledge, transfer or otherwise convey all or any part of the rights and privileges granted by this Agreement in any manner without prior written consent of NoaNet, which consent it will not unreasonably withhold. Any transfer of this Agreement by merger, consolidation or liquidation of Customer, or any change in the ownership of or power to vote the majority of its outstanding voting stock (whether effected in one or more transactions or events occurring over any period of time) shall constitute an assignment for purposes of this Section. Customer may enter into agreements with other parties for transport circuits on terms consistent with this Agreement.

15. Taxes: Each party shall be responsible for its own federal, state and local taxes, assessments, fees, surcharges and other financial impositions. Notwithstanding the foregoing, Customer agrees that if there is any tax payable by it, but which is to be collected by NoaNet which NoaNet does not collect for any reason, upon assessment thereof by the applicable taxing agency, and demand by NoaNet, Customer shall immediately remit the same to NoaNet or the agency, as directed by NoaNet, even if such assessment arises after the termination of this Agreement.

16. Representations and Warranties: Each party represents and warrants that it has full power and authority to execute, deliver, and perform its obligations

under this Agreement. NoaNet represents and warrants to Customer that any services provided hereunder will be performed in a manner consistent with that of other reputable providers of the same or similar services in the same locality. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, NOANET MAKES NO WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY PORTION OF THE NETWORK OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

17. Governing Law: This Agreement is governed by and subject to the laws of the State of Washington, excluding its principles of conflicts of law.

18. Litigation: If either party commences litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party.

19. Remedies not Exclusive: The remedies provided in this Agreement shall be in addition to all other remedies to which NoaNet may be entitled at law or in equity, including without limitation the right to recover unpaid amounts with interest at the applicable statutory judgment rate, but accruing from the date initially due.

20. Jurisdiction; Venue: The parties consent to the personal jurisdiction of the courts of the State of Washington so that any litigation concerning or arising out of this Agreement shall be brought in Washington. The parties agree not to claim that Washington is an inconvenient place for trial. The venue of any such legal action shall be King County Superior Court of the State of Washington.

21. Entire Agreement: This Agreement and any addendums, attachments, Service Order Summaries and other documents incorporated herein constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties. In the event of any inconsistency between the terms contained in this Agreement and any specific provisions of the Service Order Summary, the terms of the Service Order Summary shall prevail. References herein to exhibits mean exhibits to this Agreement unless the context indicates otherwise.

22. Waivers: No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

23. Use of Name and Trademarks: Neither party shall use any name, logo or service mark of the other party in marketing services to others without the express written consent of the other party.

24. Confidentiality: Customer shall treat all information made available or disclosed to, or developed or obtained by, Customer as the result of or related to this Agreement ("Confidential Information") as confidential, and shall not disclose or use Confidential Information for the benefit of any person other than NoaNet; provided however, that Customer shall have no obligation with respect to that portion of Confidential Information which is disclosed by NoaNet to others without any restriction on use or disclosure, or which must be disclosed to others under law. If Customer receives a request for Confidential Information from a third party, Customer shall promptly notify NoaNet in writing of such request, and if Customer in good faith believes it is obligated to disclose the requested Confidential Information, NoaNet shall be given the opportunity to seek judicial or other protection of such Confidential Information, with the cooperation of Customer.

25. Notices: All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice:

If to NoaNet:

Northwest Open Access Network
5802 Overlook Avenue NE
Tacoma, WA 98422
Ph: (206) 219-3640
Fax: (425) 671-0093

If to Customer:

Attn: _____
Telephone No.: _____
Facsimile No.: _____

Such addresses and numbers may be changed, from time to time, by means of a notice given in the manner provided in this Section 25.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in two (2) counterparts.

Northwest Open Access Network

By: _____
Name: Greg Marney
Print/Type
Title: Chief Executive Officer
Date: _____

Customer

By: _____
Name: _____
Print/Type
Title: _____
Date: _____



City Council Agenda Bill

Meeting Date: 5/23/2016

Agenda Item: 5f

Subject: Purchase of Washington Park Campground Pay Machine

Staff Contact: Bob Vaux

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

Action Type	
	Ordinance No.
	Code Revision?
X	Resolution No. 1961
	Contract
	Public Hearing
	Staff Report

Summary Statement: The pay machine in the Washington Park Campground has long exceed its expected life span and needs replacement. The Ventek machine proposed to purchase meets all customer and staff needs. Along with the current boat trailer lot pay machine, this unit uses the Venvue accounting and reporting system. This system is highly regarded by both Finance and Parks Department staff and maintaining consistency of reporting software across all pay machines at the park is strongly recommended.

Background: Northwest Parking and Equipment Company is the sole provider of the Ventek system in Washington State, and has been a respected provider of services and goods to the City of Anacortes for over 20 years. Council approved money for this purchase in the 2016 Capital Budget.

Budget Impact	
Amount Budgeted	\$15K
Budget Account (BARS)	108.410.594.76.00
Proposed Expenditure	\$15,029.42
Budget Amendment Required?	No
Revenue Source	Wash. Park

Proposed Contract	
Contractor	Northwest Parking Equipment Company
Amount	\$15,029.42
Start Date	
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: Consent

Alternative Actions: N/A

Attachments (listed in order presented): Purchase Proposal, Resolution 1961

Northwest Parking Equipment Company
13500 Lake City Way NE
Suite 208
Seattle, Washington 98125
(bus) (206) 363-5265
(fax) (206) 367-6578

PROPOSAL

Submitted to:

Mr. Bob Vaux	Date: April 22, 2016
City of Anacortes Parks Department	
City Hall	
6th & Q	
Anacortes, WA 98221	

Customer P.O.

No. WA PK

Delivery Site:

Please specify delivery address as well as if you will require a lift gate for an additional ~~\$150.00~~

Washington Park 6300 Sunset Ave Anacortes, WA 98221

QUANTITY	DESCRIPTION OF ITEM	AMOUNT
1	Pay N Display PCI Compliant venSTATION-AC powered with battery backup equipped with bill acceptance and Online credit/debit card acceptance discounted	12,699.00
1	CDMA wireless kit with modem, antenna, and cabling	Inc.
1	6" Pedestal mount with bolts	388.00
1	On site setup of components, rate table programming, server setup, and operational and maintenance training to staff on the Pay Station and our web based venVUE reporting software.	495.00
5	Rolls thermal tickets at \$275.00	N/C
	*Associated Online Fees applicable.	

SHIPPING CHARGES

WSST 8.5 %

TOTAL

270.00

1,177.42

\$ 15,029.42

OTHERS TO SUPPLY: Pedestal and machine installation.

WARRANTY: One year on site parts & labor.

In the event that legal action must be taken to collect any and/or all of the contract price, Northwest Parking Equipment Company shall be entitled to reasonable attorneys' fees, court costs and preparation time. Preparation time will be calculated at Northwest Parking Equipment Company's shop rate and is in addition to attorneys' fees and late charges. Unless otherwise stated on invoices, all invoices will be payable, in full, thirty (30) days from invoice date. In addition, a 1.5% late charge per month will be assessed on all past due accounts. Northwest Parking Equipment Company's performance under this agreement is contingent upon strikes, accidents, delays of carriers and other delays unavoidable or beyond the reasonable control of Northwest Parking Equipment Company.

ACCEPTANCE

PAYMENT TERMS: Zero deposit with order.

\$15,029.42 due within 30 days of shipment.

The above prices, descriptions, and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the items specified by this proposal in accordance with the terms herein.

ACCEPTED:

Anacortes Parks & Rec
[Company Name]

By: [Signature]

Date

May 16, 2016

NORTHWEST PARKING EQUIPMENT COMPANY

[Signature]
Roy Whipple, Jr.,

President

Date

April 28, 2016

RESOLUTION 1961

A RESOLUTION of the City of Anacortes, Washington, relating to parks & recreation; authorizing a single source designation to furnish Northwest Parking Equipment Company Ventek Campground Pay Station as the pay station for Washington Park, and authorizing the Parks & Recreation Director to carry out this authorization.

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

Section 1. Recitals and Findings

- 1.1 Washington Park uses Ventek automated pay stations in both the boat trailer lot and the campground.
- 1.2 The City of Anacortes has been using Northwest Parking Equipment Company's Ventek units and service for over twenty years.
- 1.3 These two pay machines operating in the park have become essential components of both the guest experience and the successful collection of revenue.
- 1.4 The Ventek pay station at the campground has long exceed its expected life span and needs replacement.
- 1.5 The machine recommended by staff to replace the campground pay station is the Ventek Pay N Display PCI Compliant venSTATION, which was selected because it uses the Venvue accounting and reporting system currently used by Parks and Finance Department staff.
- 1.6 Northwest Parking Equipment Company is the sole Ventek vendor in the state of Washington.

Section 2. Designation of Single Source Purchase. Based on the findings above, it is appropriate for the City to waive the competitive bidding requirements as to purchasing Northwest Parking Equipment Company's Ventek pay station.

Section 3. Authority of Parks & Recreation Director. The City's Parks & Recreation Director is authorized to ratify Northwest Parking Equipment Company as a single source

supplier, and take actions as otherwise necessary to carry out the intent and direction of this Resolution.

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

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

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this _____ day of May 2016.

Laurie Gere, Mayor

ATTEST:

Steve D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, City Attorney



INFO SHEET: ANACORTES

Community Action of Skagit County is a community-based, 501(c)(3) private nonprofit. We serve in Skagit County and partner with a nationwide network of Community Action agencies established under the Economic Opportunity Act of 1964 to move local families and communities from poverty to prosperity.

Currently, we support over 20 inter-related core services that stabilize lives and equip people for success. We also work in collaboration with the community to create ongoing pathways to prosperity.

>> Who we serve in Anacortes:

Community Action served **1,325** Anacortes residents in 2015.

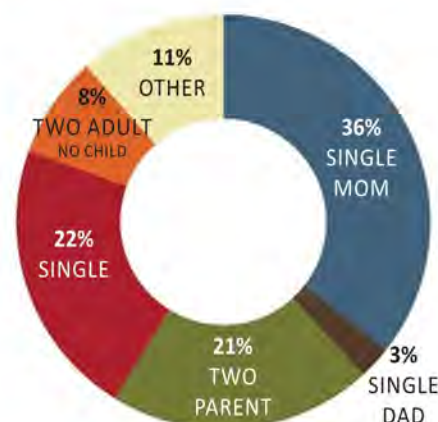
68% are at 100% or below poverty.

21% are homeless.

36% are employed.

31% are social security/pension recipients.

39% are age 17 and under.



Of individuals 25 years old and under, 25% have not graduated from high school—9% had an 8th grade or less.

*FY15 reflects October 1, 2014 through September 30, 2015

Percents reflect individuals in our Client Social Service Tracking database (17,040 individuals).

>> Community Action Services:

Adult Education Program
AmeriCorps/VISTA
Basic Food Outreach
Community Resource Center
Dental Care Access
East County Services
Energy Assistance
Family Development Center

Health Coverage Access
Housing Resource Center
Long-Term Care Ombudsman
Maternity Support Services
Media Production
Mental Health Ombuds
Skagit Food Distribution Center

Skagit Volunteer Center
Veterans Assistance
Volunteer Lawyer Program
Senior & Disabled Volunteer Services
Women, Infants and Children
Nutrition Program
WorkFirst Employment Services

Community Action touches the lives of 1 in 5 people in Skagit County

www.CommunityActionSkagit.org

>> How we impact Anacortes residents:



STABILIZING LIVES

- Critical Needs (94 Anacortes individuals; 1,870 overall)
- Homeless prevention and Housing Support (39 Anacortes households; 355 overall)
- Basic Food (9 Anacortes households; 245 overall)
- Energy and home heating (175 Anacortes households; 2,112 overall)
- Legal assistance (38 Anacortes households; 460 overall)
- Community Voice Mail (10 Anacortes households; 108 overall)
- Senior & Disabled Services (43 Anacortes individuals; 222 overall)
- Also: 1,560 households representing 5,684 individuals) 12,822 households (42,842 individuals) were served by local food banks—supported by the Skagit Food Distribution Center located in Sedro-Woolley.

EQUIPPING FAMILIES FOR SUCCESS

- 10 WorkFirst Employment participants from Anacortes gained job training and essential skills coaching (93 overall).
- 536 moms, infants, and children from Anacortes received WIC and breastfeeding support promoting healthy food habits (5,668 overall). Three (3) pregnant women received specialized nursing and psych-social services during their pregnancy promoting healthy birth outcomes (250 overall).
- One (1) student from Anacortes who were enrolled in the Adult Education class obtained skills and competencies required for employment (32 overall).
- Service to Employment coached 65 lower-income volunteers how to gain skills and experience and use community service to build their résumés.

STRENGTHENING COMMUNITY

- Coordinated large-scale collaborations, such as Project Homeless Connect.
- Mobilized 4,540 volunteers from all over Skagit County, donating 166,243 service hours valued at \$4,746,319.
- Established 731 partnering and collaborating relationships with 463 organizations.
- Increased disaster preparedness among low-income community members, and strengthened collaborations through Community Organizations Active in Disaster (COAD).
- Financial coaching and helping people establish a relationship with a financial institution to decrease predatory lending and increase savings.
- Leaders in community-wide approaches to vital issues, such as homeless prevention, affordable housing, access to appropriate health and dental care, and financial coaching.

Community Impact Report 2015



A Heart Story



>> Who we serve in Skagit County:

Community Action served **25,972** Skagit County residents in FY15, **21.5% of the population.**

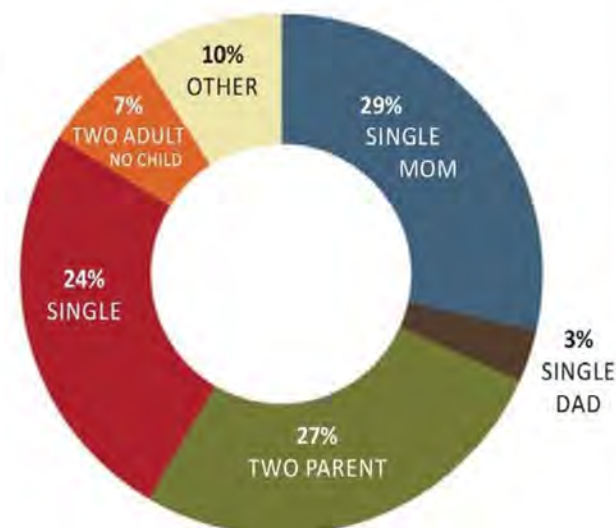
75% are at 100%
or below poverty.

22% are homeless.

42% are employed.

25% are social security/
pension recipients.

30% are age 11 and under.



Of individuals 25 years old and under, 47% have not graduated from high school—23% had an 8th grade or less.

*FY15 reflects October 1, 2014 through September 30, 2015

Percents reflect individuals in our Client Social Service Tracking database (17,040 individuals).

For full report:
www.CommunityActionSkagit.org

>> Who we serve in Anacortes:

Community Action served **1,325** Anacortes residents in 2015.

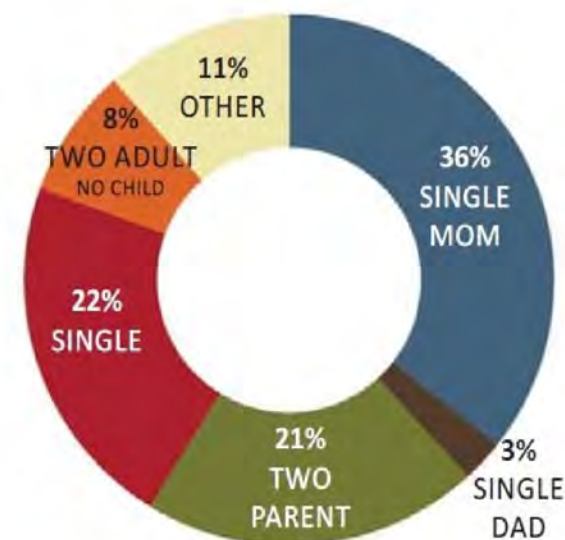
68% are at 100%
or below poverty.

21% are homeless.

36% are employed.

31% are social
security/pension
recipients.

39% are age 17 and under.



Of individuals 25 years old and under, 25% have not graduated from high school—9% had an 8th grade or less.

*FY15 reflects October 1, 2014 through September 30, 2015

Percents reflect individuals in our Client Social Service Tracking database (17,040 individuals).

**For full report:
www.CommunityActionSkagit.org**

2015-17 STRATEGIC PRIORITIES

1. Core Theme: **Better Lives**

OBJECTIVE: Stabilizing Lives

A. Food & Nutrition

Community Action will help lead the local hunger-response and food-support system from a focus on quantity to a focus on nutritional quality.

B. Building a Family's Basic Resources & Resiliency

Community Action will work in partnership with the families we serve to identify basic resources to help them increase their resiliency and meet their life goals.

C. Housing

Community Action will lead our community in developing an effective Coordinated Point of Entry system that makes a meaningful impact on local homelessness.

D. Health

Community Action will provide a central access point for people who need healthcare coverage, and provide a leadership role in adult dental access and the evolution of a local dental safety net.

OBJECTIVE: Equipping Families for Success

E. Employability.

Community Action will work in partnership with the people we serve to develop career plans, and begin, or further, their journey on a career pathway.

F. Education

Community Action will provide basic education for adults to increase their opportunities for a higher income, and facilitate transitions to post-secondary education, while building family stability so that their children can thrive in school and life.

G. Asset Building

Community Action will work with families to build assets, repair credit, manage their budgets, plan for their future, and find a financial home.

The heart of Community Action is creating a spirit of hope by helping people help themselves and each other.



2. Core Theme: **Stronger Communities**

OBJECTIVE:

A. Coordination/Catalyst for Change

Community Action will take a leading role (or be a strong participant) in coalition planning and strategic partnerships that lead to significant community impact.

B. Engagement

Community Action will provide a dynamic path for community members to engage in our mission and expand their positive impact on Skagit County.



3. Core Theme: **High-Impact Organization**

OBJECTIVE:

A. Customer Focused

Community Action will emphasize high-quality, innovative service responsive to and informed by the voice of our customers and partners.

B. Engaged Workforce

Community Action will foster positive career and leadership development across our entire workforce.

C. Continuous Improvement

Community Action will develop and track key indicators of success to guide the continuous improvement of our work to stabilize lives, equip families for success and strengthen community.

D. Financial Health & Stability

In order to ensure high quality customer service, Community Action will maintain the financial health of our organization.





Stability Highlight: Food & Nutrition

Increase nutritional food available to adults and children who rely on emergency food system and WIC.

Targets/Outcomes

- 10% increase in local produce over 2013 baseline (227,161)
Outcome: 314,064 pounds (126% of target)
- Establish baseline for “Governor’s healthier options.”
Outcome: 80%





Stability Highlight: Housing

Work with community partners to develop coordinated strategies, consistent data management, and resources to make measurable progress on reducing local homelessness

Targets/Outcomes

- Increase HH on “interest pool” accessing housing.
Outcome: from 24% (of 206) in 2014 to 26% (of 888) in 2015.
- Reduce wait time: Outcome: 36 days in 2014 to 51 days in 2015.
- Reduce return to homelessness.
Outcome: 19.25% in 2014 to 6% in 2015.





Equipping Highlight: Employability

Work in partnership with the people we serve to develop career plans, and begin, or further their journey on a career pathway.

Target/Outcome

- 45% Workfirst clients obtain unsubsidized employment.

Outcome: 56%

- Increase cross-program employability.

Outcome: 125 increased skills and competencies across 3 programs

- Launch “service to employment.”

Outcome: 78 volunteers coached





Strengthening Community Highlight: Engagement

Provide a dynamic path for community members to engage in our mission and expand their positive impact in Skagit County.

Target/Outcome

- Increase Volunteers engaged.

Outcome: 4,540 Volunteers engaged in 2015 (compared to 3,033 in 2014), donated 166,243 hours at a \$4.7 million value (versus 103,748 hours, \$2.3 million in 2014)





“Changing a community’s attitudes and practices toward the poor”

An example: As a result of a recent Poverty Simulation in Arlington . . .

- Mayor Barb Talbert has committed to convening nonprofits to ensure non-duplication of services and to address gaps.
- Mayor with United Way support analyzing data on low income neighborhoods with low employment and other barriers – to target a neighborhood to raise out of poverty.
- A city councilmember and CEO of Community Transit are reviewing service levels to poverty areas to ensure appropriate service
- Local Starbucks is re-tooling hiring policies to allow no experience, then provide support to work up professional ladder.
- Arlington Community Family Resource Center extending into evening hours to accommodate low income clients who work during day



Community Resource Center



Community Action of Skagit County - Annual Events -



May 7, 2016



May 18, 2016



Oct. 13, 2016



City Council Agenda Bill

Meeting Date: 5/23/2016

Agenda Item: 7b

Subject: City of Anacortes Emergency Operation Plan.

Staff Contact: Emily Schuh

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

Action Type	
	Ordinance No.
	Code Revision?
x	Resolution No. 1958
	Contract
	Public Hearing
	Staff Report

Summary Statement: Emergency operation plan prepared for council review and adoption. Prior plans have not been adopted by city council. Goal is to increase awareness throughout City. *Initial meeting is to review plan. Plan will be brought back for adoption at a future meeting.*

Background:

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Staff, Skagit County Department of Emergency Management, Skagit 911, and CERT volunteer Brock Ward reviewed the document. On April 18, 2016 the public safety committee reviewed the proposed policies and recommended some enhancements. On April 25, 2016 the personnel committee reviewed the proposed Emergency Operation Plan.

Competing Viewpoints Considered: There is no need for Council to approve the City's Emergency Operation Plan.

Recommended Motion: I move to adopt Resolution 1958 adopting the City's Emergency Operation Plan.

Alternative Actions: Do not adopt revised Emergency Operation Plan.

Attachments (listed in order presented): Resolution 1958, Emergency Operation Plan



RESOLUTION NO. 1958

**A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF
A CONTINUITY PLAN AND SUPERSEDING
THE PRIOR EMERGENCY OPERATION PLAN DATED OCTOBER 2014.**

WHEREAS, the primary role of government is to provide for the welfare of its citizens. The welfare and safety of citizens is never more threatened than during disasters. The goal of emergency management is to ensure that mitigation, preparedness, response, and recovery actions exist so that public welfare and safety is preserved; and,

WHEREAS, the City of Anacortes' Emergency Operations Plan provides a comprehensive framework for city-wide emergency management. It addresses the roles and responsibilities of government organizations and provides a link to local, State, Federal, and private organizations and resources that may be activated to address disasters and emergencies in the City of Anacortes, and;

WHEREAS, the City of Anacortes Emergency Operations Plan ensures consistency with current policy guidance and describes the interrelationship with other levels of government. The plan will continue to evolve, responding to lessons learned from actual disaster and emergency experiences, ongoing planning efforts, training and exercise activities, and Federal guidance.

NOW, THEREFORE BE IT RESOLVED by the Anacortes City Council that the Mayor and City Clerk be authorized and directed to execute the Emergency Operation Plan, a copy of which is attached hereto and by this reference made part hereof, as the official act and deed of the City of Anacortes.

PASSED AND APPROVED this ____ day of _____, 2016.

CITY OF ANACORTES:

By: _____
Laurie M. Gere, Mayor

ATTEST:

Steven D. Hoglund, City Clerk Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney WSBA #40530



Emergency Operations Plan
updated May 17, 2016

I. Preparedness Activities

Preparedness activities are designed to encourage and support a state of readiness in governments, public organizations, businesses, families, and individuals that provide the capability to survive a disaster and to ensure continuity of government. County and municipal governments should take steps to prepare for emergency and/or disaster events before those events occur.

County and municipal agencies that have primary and support responsibilities during an emergency or disaster event should take action to develop the operational capabilities necessary to facilitate an effective response. These agencies should:

1. Identify lines of authority to ensure continuity of government.
2. Establish jurisdiction and agency roles and responsibilities for emergency and/or disaster events.
3. Review disaster readiness capabilities and develop and/or update emergency procedures and guidelines.
4. Promote employee individual and family preparedness.
5. Ensure personnel assigned to EOC positions are trained and maintain their proficiency to perform assigned EOC duties.
6. Encourage and maintain inter-jurisdiction and/or inter-agency cooperation and coordination of readiness planning efforts.
7. Maintain facilities, equipment, supplies, and vehicles in a readiness condition.
8. Develop and maintain a resource inventory.
9. Develop and adopt mutual-aid agreements and memorandums of understanding with neighboring jurisdictions/agencies.
10. Elected officials and/or department heads shall identify employees that require NIMS training and arrange for those employees to be trained to the level required.

I. RECORD OF CHANGES

Change Number	Section	Date of Change	Individual Making Change	Description of Change

II. PURPOSE, SCOPE, SITUATIONS, AND ASSUMPTIONS

A. PURPOSE

It is the purpose of this Plan to define the actions and roles necessary to provide a coordinated response within the City of Anacortes. This plan provides guidance within Anacortes with a general concept of potential emergency assignments before, during, and following emergency situations. It also provides for the systematic integration of emergency resources when activated and does not replace county or state operations plans or procedures.

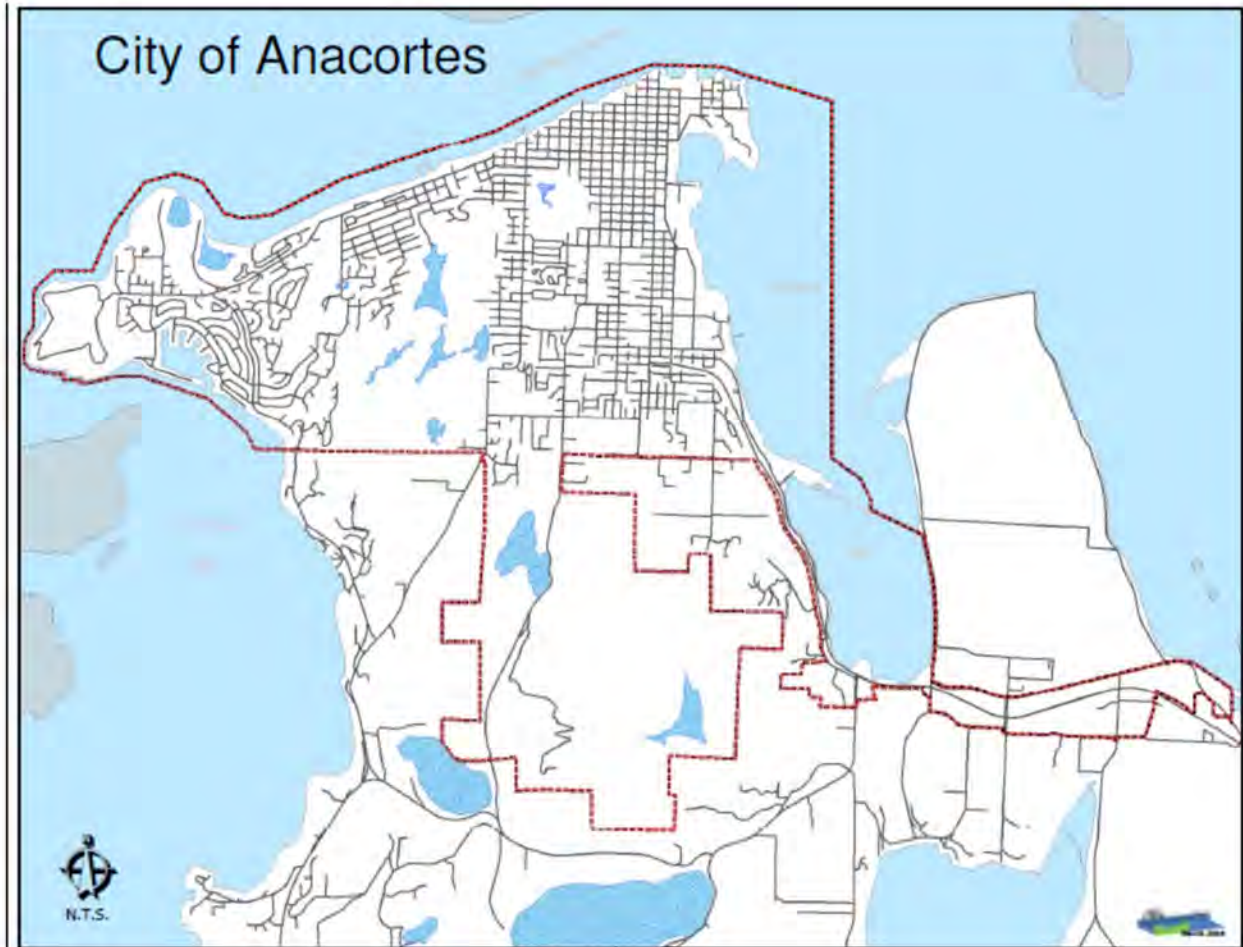
B. SCOPE

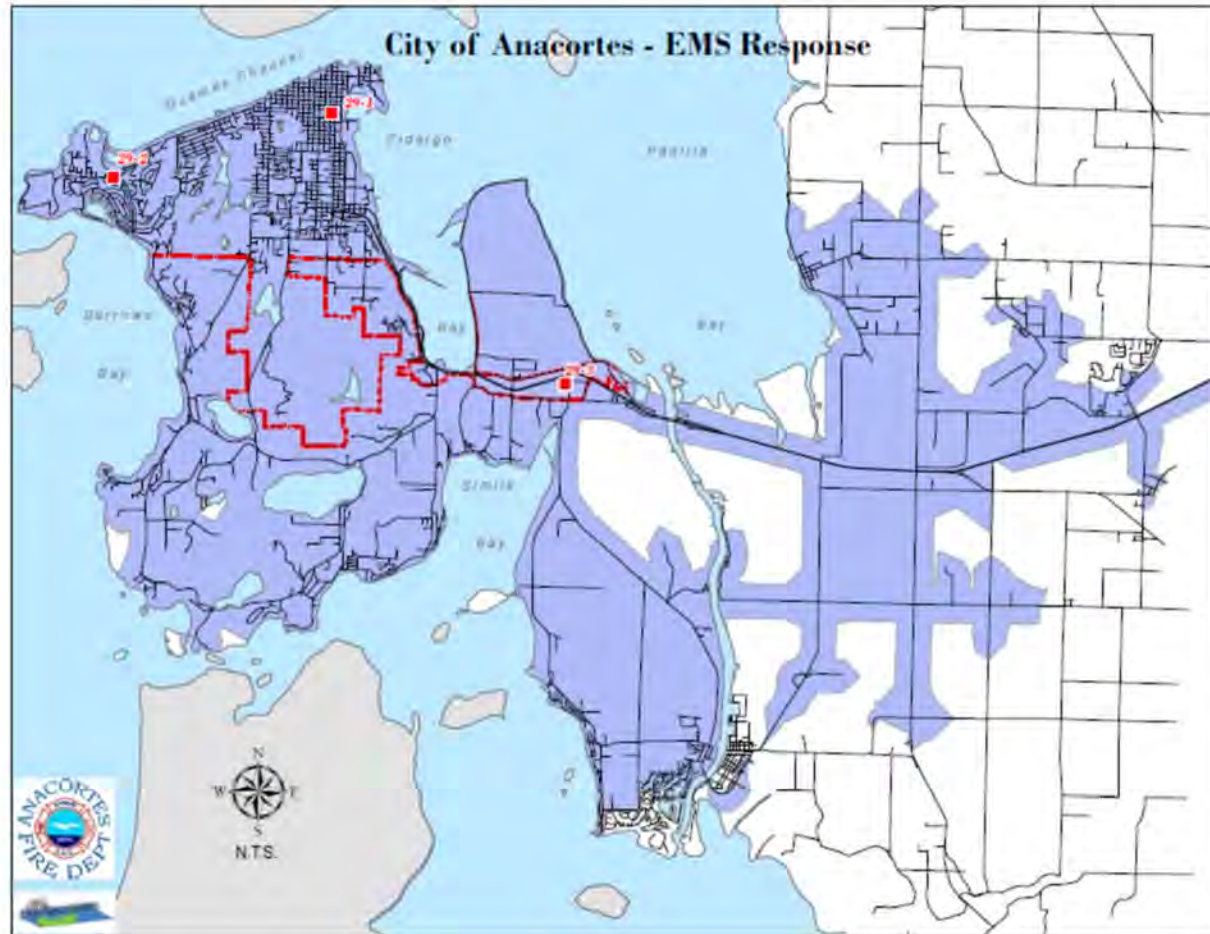
This plan applies to all City of Anacortes departments.

C. SITUATION OVERVIEW

1. Characteristics
 - a. Location

- i. Anacortes is located on the north central coast of Washington State (U.S.), 80 miles north of Seattle, WA and 90 miles south of Vancouver, BC. The City is 16 miles west of the I-5 freeway (exit 230), via Highway 20. Skagit County ranks 21st in size among Washington's 39 counties. The City of Mount Vernon is the county seat.
- b. Geographic
 - i. The City of Anacortes is located on Fidalgo Island which lies on the western side of Skagit County.
 - ii. The Anacortes Fire Department response area extends beyond Fidalgo Island.





c. Demographic

- i. City of Anacortes has a population of 16,080 residents as the Washington State Office of Financial Management estimated in 2011. The City contains 7,779 acres within the City limits. These include 3,436 acres of park, forest, and open space.
- ii. The City of Anacortes is located on Fidalgo Island and is connected to the mainland by two bridges: Berentson Bridge on Highway 20 and Rainbow Bridge in LaConner. Also, Deception Pass bridge connects Fidalgo Island to Whidbey Island.
- iii. Highway 20 passes through Anacortes. The Washington State Department of Transportation owns and operates a major ferry terminal in the City of Anacortes that serves as the primary transportation connection between the San Juan Islands and the mainland as well as providing international service to Victoria, British Columbia, Canada. In addition, Skagit County owns and operates a ferry terminal, also located in the City of Anacortes, to serve the transportation needs of the residents of Guemes Island.
- iv. The Port of Anacortes has two deep water berths to handle cargo. The Port of Anacortes also operates the Anacortes Municipal Airport which has a 3,015-foot runway.
- v. Two refineries just outside the City limits host industrial ports, rail lines, and pipelines that are critical links for the state's refinery industry.

- d. Special Events
 - i. From March to October there are many festivals, occurring primarily during the weekends in the City of Anacortes that are attended by 1000's of people.
- e. Anacortes School District
 - i. Anacortes High School
 - ii. Anacortes Middle School
 - iii. Fidalgo Elementary
 - iv. Island View Elementary
 - v. Mount Erie Elementary
 - vi. Whitney Early Childhood Education Center
 - vii. NW Career & Technical Academy
- f. Economic Base and Infrastructure
 - i. Anacortes has seen a variety of transformations throughout its history, from lumber and fish processing, to oil refining, recreational boating, and tourism. The primary employment sectors in today's local economy are health care, manufacturing, accommodations and food service. Island Hospital is the largest employer in the City with over 800 employees. The city boasts a healthy industrial segment, including two refineries (just outside the City limits), Trident Seafoods, and Dakota Creek Industries shipyard. Dakota Creek employs 400 staff.

2. Hazard Profile

- a. The City of Anacortes and Skagit County are vulnerable to the effects of a variety of natural, human-caused, and technological hazards. Natural hazards are events that are caused by nature such as flood, severe weather, landslide, forest fire, earthquake, tsunami, seiche, and volcanic activity. The Skagit County Natural Hazards Mitigation Plan identifies and describes local vulnerability for natural hazards affecting Skagit County. Human-caused hazards are events that are caused by people such as transportation accident, hazardous materials release, riot, and terrorism. Technological hazards are events that are caused by facility, equipment, or technological process failures such as downed aircraft, dam failure, communication failure, and energy emergencies. Further information regarding these hazards can be found in the Skagit County Hazard Identification and Vulnerability Analysis, published as a separate document.
- b. An enemy or terrorist attack occurring in Skagit County is considered possible. Although specific attack objectives cannot be predicted, it is assumed that military and governmental centers as well as concentrations of industry and population will be principal targets. In acts of terrorism it is unlikely that warning will be issued.
- c. The City of Anacortes is subjected to the effects of many types of disasters, varying widely in type and magnitude from local community issues to statewide. Disaster conditions could be a result of a number of natural phenomena such as avalanches, earthquakes, floods, severe thunderstorms, high water, drought, severe winter weather, fires (including urban, grass, and forest fires), epidemics, severe heat, or high winds. Apart from natural disasters, the City of Anacortes is subject to a myriad of other disaster contingencies, such as derailments, ferry

accidents, aircraft accidents, transportation accidents involving chemicals and other hazardous materials, plant explosions, chemical oil and other hazardous material spills, leaks or pollution problems, dumping of hazardous wastes, building or bridge collapses, utility service interruptions, energy shortages, civil disturbances or riots, terrorism, warfare, applicable criminal acts, or a combination of any of these.

3. Vulnerability Assessment

The City of Anacortes completed a natural hazard identification and estimation as part of the development of the 2014 Skagit County Natural Hazard Mitigation Plan. The complete plan and vulnerability assessment can be reviewed online:

<http://www.skagitcounty.net/Departments/EmergencyManagement/main.htm>

City of Anacortes

2014 Natural Hazard Identification and Risk Estimation

^ABased on Mitigation 2020 Risk Assessment Formula (Area Impacted+Health and Safety Consequences+Property Damage+Environmental Damage+Economic Disruption multiplied by Probability of Occurrence). Has been updated for 2014 based on changing conditions and recent events.

	Area Impacted	Health & Safety	Property	Environment	Economic	Probability	Risk Score
Drought	1	0	1	2	0	4	16
Earthquake	3	2	2	2	3	3	36
Flooding	1	1	1	1	2	2	12
High Winds	2	1	1	1	2	5	35
Infestation/Disease	1	1	0	2	2	3	18
Landslide/Erosion	1	1	1	1	2	4	24
Lightning	0	1	1	0	0	1	2
Storm Surge	1	1	1	1	2	4	24
Subsidence, expansive Soils	0	0	0	0	0	0	0
Urban Fire	2	2	1	2	2	2	18
Wildfire	1	1	1	2	2	3	21
Winter Storm	3	1	1	1	1	5	35
Volcanic Activity	0	0	0	1	1	1	2
Tsunami	1	1	1	1	1	1	6
Total Jurisdictional Risk Estimation Score:							249

Area Impacted:	1=No impact	2=Low impact	3=Medium impact	4=High impact
Health & Safety:	1=No impact	2=Few injuries	3=Many injuries	4=Extensive injuries
Property:	1=No impact	2=Few destroyed or damaged	3=Many destroyed or damaged	4=Extensive destroyed or damaged
Environment:	1=No impact	2=Low impact	3=Medium impact	4=High impact
Economic:	1=No impact	2=Low cost	3=Medium cost	4=High cost
Probability:	1=Once in 100 years	2=Once in 50 years	3=Once in 25 years	4=Once in 10 years or more

D. PLANNING ASSUMPTIONS

Emergencies and disasters have, and may occur at any time causing significant human suffering, injury and death, public and private property damage, environmental degradation, loss of essential services, economic hardship to businesses, families and individuals, and disruption to local, state, and other governmental entities. The potential also exists for emergencies and disasters occurring outside the City of Anacortes to negatively impact the City.

The possibility exists that emergency response personnel may be victims of the emergency or disaster and situation and response efforts could be greatly compromised. Should such an event occur within Skagit County, the Department of Emergency Management would request assistance from San Juan, Snohomish, and Whatcom Counties through an existing mutual aid agreement. If needed, assistance would be requested from state, and federal agencies through the Washington State Military Department, Division of Emergency Management.

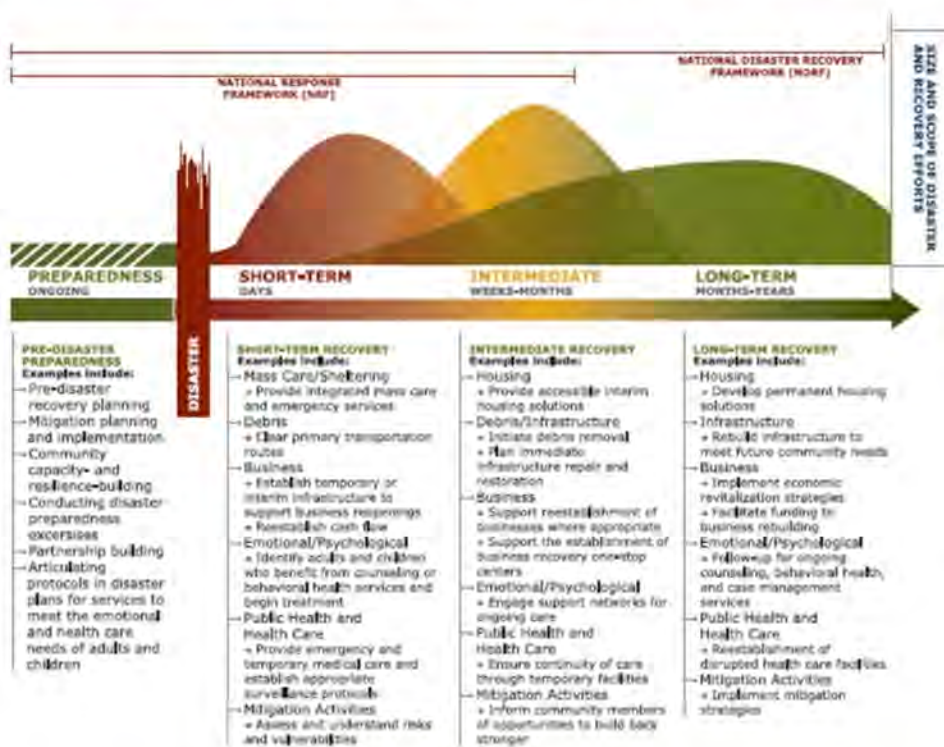
An emergency or disaster could occur at any time. Some emergencies or disasters will occur with enough warning that appropriate notification can be issued to ensure some level of preparation; others will occur without advance warning. The time of year, day of the week, time of day, and weather conditions are key variables that can have an impact on the seriousness of an incident and the ability of government to respond.

A disaster will severely stress normal county and municipal systems. The City of Anacortes and the other municipalities may be unable to satisfy all emergency resource requests during a major emergency or disaster and would likely require outside assistance from other jurisdictions, the state, and the federal government. It is likely that local government response will be delayed; citizens need to be prepared to take care of their own basic survival needs for at least the first 72 hours after an event occurs.

This plan assumes that after an emergency or disaster has occurred that:

1. A safe location can be found for coordination of response and recovery activities.
2. Trained personnel exist to establish command and control and implement emergency plans and procedures.
3. Resources are available.

FIGURE 1. RECOVERY CONTINUUM – DESCRIPTION OF ACTIVITIES BY PHASE



source: http://www.fema.gov/media-library-data/20130726-1820-25045-5325/508_ndrf.pdf

E. LIMITATIONS

The City of Anacortes will make every reasonable effort to respond in the event of an emergency or disaster based upon the situation, information, and resources available at the time. However, no guarantee of a perfect response system is expressed or implied in the City's continuity plan and appendices.

The City's assets and systems are vulnerable to natural, human-caused, and technological disaster events and may be damaged or overwhelmed. Employees will be concerned about the care of their families and personal possessions. They may be unavailable to support emergency or disaster response activities if they have been personally impacted by the event.

Fundamental resources such as water, food, first-aid supplies, utilities, fuels, shelter and sanitation supplies, and basic survival supplies may be needed.

The City of Anacortes does not have sufficient supplies and equipment on hand for long-term use; the arrival of County, State and Federal assistance may be delayed for several days after the occurrence.

The disaster response and recovery activities of may be limited by:

1. The inability of citizens to be self-sufficient for more than three days without additional food, water, medical and shelter resources.
2. The inability to provide citizens with timely warning and emergency information due to damaged warning systems.
3. The inability of law enforcement, fire, emergency medical, public works, and other governmental agencies to fully respond to the incident due to damage to facilities, equipment, supplies, communication systems, and shortages of personnel.
4. The shortage of trained response personnel and equipment to respond to fire, emergency medical, hazardous materials, law enforcement, public works, and other emergencies.
5. The shortage of medical facilities and critical drugs.
6. Damages to lifelines such as road, rail, utilities, petroleum pipelines, and communication networks.
7. Normal distribution of resources may be reduced or interrupted, impacting the social wellbeing and economic infrastructure of the city.
8. Partial or complete failure of emergency response communication systems due to equipment damage or overloading of telephone lines into the Skagit Emergency Communications (E911) Center.

No guarantee is implied by this plan of a perfect response system. The city can only endeavor to make every reasonable effort within their capabilities to deal with the dangers and hardships imposed based on the situation, the information available, and the resources at hand.

E. OBJECTIVES

The City of Anacortes Continuity objectives are:

1. Reduce the loss of life and minimize property damage and loss.
2. Execute a successful Order of Succession with accompanying authorities in the event a disruption renders City of Anacortes leadership unable, unavailable, or incapable of assuming and performing their authorities and responsibilities of the office.
3. Reduce or mitigate disruptions to operations.
4. Ensure that the City of Anacortes has facilities where it can continue to perform its mission essential functions, as appropriate, during a continuity event.
5. Protect essential facilities, equipment, records, and other assets, in the event of a disruption.
6. Achieve a timely and orderly recovery and reconstitution from an emergency.

F. ENSURE AND VALIDATE THE CITY'S CONTINUITY READINESS THROUGH CONTINUITY TRAINING AND EXERCISE PROGRAMS TO TEST OPERATIONAL CAPABILITY.

III. CONCEPT OF OPERATIONS

A. GENERAL

Minor emergencies such as response to fires, violations of the law, and emergency medical incidents occur on a daily basis and do not normally require the direct involvement of emergency management and elected officials. On a less frequent basis, local government is confronted with larger scale events that may occur suddenly or over a longer period of time that escalate beyond normal operational capabilities. These events, which are classified as major emergency incidents or disasters, require an increased level of response and incident management due to their size and/or complexity. In most cases, these incidents require at least some level of action to be taken by the local emergency management organization.

This action may be minimal, such as requesting the issuance of a Mission Number from the Washington State Military Department, Emergency Management Division Duty Officer. Obtaining a Mission Number helps secure state indemnification protection and serves as a reference for deployment of local, state, or federal resources to assist in the mission. A Mission Number may also be used to code all documentation tracking the payment of any Emergency Worker compensation claims filed as a result of activities while assigned to the mission.

In some cases, further action may need to be taken. Local elected officials may need to formally declare that an emergency exists in order for local government to take the action necessary to protect lives, property, or the environment. This action also serves as a prerequisite for asking for state assistance and, if needed, federal assistance. If needed, the City of Anacortes EOC may be activated to provide an additional level of direction and control and coordinate response and recovery efforts.

Skagit County's Department of Emergency Management maintains a 24-Hour Duty Officer to provide support and assistance to local emergency response agencies, as needed. The Emergency Management Duty Officer is the primary after-hours contact for receiving alert and warning information from a variety of sources and initiate emergency management response actions, as needed, on behalf of the department.

The essential services of the emergency organization will be coordinated through the City of Anacortes EOC. Emergency operations may be conducted on a 24-hour basis, as required.

In addition, City of Anacortes departments are encouraged to develop their own internal plans that will enable them to:

1. Ensure continuity of government operations during or immediately following emergency or disaster and issue emergency proclamations as appropriate.
2. Support and assist city-wide response and recovery efforts and assist in staffing the EOC.
3. Communicate with the EOC regarding the status of response and recovery activities during or following any emergency or disaster. Provide situation reports to convey requests for assistance, damage assessment, and preliminary damage estimates of their operational capabilities, equipment, and facilities.
4. Coordinate the dissemination of public information to the media and citizens through the Skagit County Joint Information Center (JIC), if established.

B. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents, called for the establishment of a single, comprehensive NIMS as a means to improve incident response operations.

NIMS provides the ability for emergency response personnel from different jurisdictions and disciplines to effectively work together to respond to natural disasters and emergencies, including acts of terrorism. NIMS is also intended to promote development of multi-jurisdictional, state-wide and inter-state mechanisms for coordinating incident management and obtaining assistance during large or complex incidents.

The NIMS provides a standardized system that allows federal, state, and local jurisdictions to:

1. Ensure common and proven incident management doctrine, practices and principles are used to plan for, protect against, respond to, and recover from emergency incidents.
2. Maintain a response operation capable of expanding to meet an escalating situation and the ability to integrate a variety of resources from outside sources to meet the needs of the situation.

The benefits of the NIMS include:

1. A unified approach to incident management.
2. Standard command and management structures.
3. An emphasis on preparedness, mutual aid and resource management.

HSDP-5 dictated that federal departments and agencies shall make adoption of the NIMS a requirement for the provision of federal preparedness assistance funds. HSPD-5, as amended in May 2007, further established the Incident Management System Integration Division of the National Integration Center (NIC) to provide strategic direction for, and oversight of, the NIMS including the development of compliance criteria and implementation activities at federal, state, and local levels.

Local authorities have the primary responsibility in emergencies and disaster situations as the overwhelming majority of emergency incidents are handled on a daily basis by local resources.

Incident response organizations (law enforcement, fire, emergency medical services, hazardous materials, public health, public works, emergency management, and others) must work together to comply with NIMS components, policies, and procedures to establish and maintain a foundation upon which more advanced homeland security capabilities can be built. NIMS compliance must be an ongoing effort as new personnel must be trained and plans must be revised to reflect lessons learned.

C. EMERGENCY MANAGEMENT CONCEPTS

The Mayor is responsible, by law, for emergency management operations within the City but will also function with other leaders as part of the Skagit Emergency Management Council. The Director of the Skagit County Department of Emergency Management is responsible to the Skagit Emergency Management Council for carrying out the emergency management program for Skagit County and the member municipalities. The elected and appointed county and municipal officials, departments, and offices, as well as supporting organizations, agencies, or individuals, will retain their identity and autonomy but coordinate activities under this plan as an emergency organization under the guidance of the Skagit Emergency Management Council.

When an emergency or disaster is imminent or has occurred, local governments having primary responsibility will respond to preserve life, property and the environment and to minimize the effects of the situation and to expedite recovery. Mayor and Council will implement emergency statutes and ordinances and will mobilize and commit local resources to conduct response and recovery activities to the best of their ability.

Protection of life, property, the environment, and the restoration of local government services and the economy are the primary concerns of the City. The City may also conduct such functions outside their territorial limits as may be necessary pursuant to RCW 38.52 and current resolutions, ordinances, and mutual-aid agreements.

When an emergency or disaster occurs City staff shall carry out their responsibilities using their best judgment and in a coordinated manner to:

- Report to the predetermined site to manage operations.
- Account for personnel.
- Assess damages to facilities and resources.
- Assess personnel and resources available.
- Assess problems and needs.
- Report situation and status to the EOC.
- Send representatives to the Skagit County EOC, as requested.
- Carry out agency responsibilities and assigned tasks.
- Keep detailed and accurate records, document actions, costs, situations etc.

The Department of Emergency Management will request mission numbers from the Washington State Military Department, Emergency Management Division for all response actions intended to protect life, property, and the environment during emergency incidents.

Normal, day-to-day organizational structures and chains of command will be maintained as much as possible. When mutual-aid is requested, the responsible requesting organization will be in charge unless the specific mutual-aid agreements direct otherwise. Skagit County government and member municipal governments will utilize all available resources prior to requesting assistance from state government.

During emergency incidents that do not require the activation of the EOC, public information may be disseminated to the media through the Mayor, Public Information Officer(s), and On-Scene Incident Commander(s), or their designees. Upon activation of the City's EOC, all public information disseminated to the news media and citizens should be coordinated with the Public Information Officer to ensure release of compatible and accurate information.

D. DIRECTION AND CONTROL

General:

The purpose of this section is to provide for the effective supervision, authority, coordination, and cooperation of emergency management activities and to ensure the continued operation of government and essential services during and after emergencies and disasters. Direction and control of emergency management functions is the responsibility of the Mayor. Depending upon the size, scope, and/or complexity of the emergency or disaster, the Mayor and appointed officials will activate and establish an EOC to provide proper direction and control and aid in overall management or coordination of response and recovery activities.

Skagit County Resolution #R20060255, dated August 1, 2006, establishes that the initial command structure utilized by Skagit County government for a significant incident shall be a Unified Command composed of qualified senior officials from the Skagit County Sheriff's Office, Skagit County Public Health Department, Skagit County Department of Emergency Management, and the Skagit County Public Works Department. This system provides a command structure and organization to provide oversight, gather and disseminate incident information, and request and allocate resources to aid response and recovery activities occurring in various locations throughout the county. This structure is also useful to support multiple Incident Command Posts (ICP's) and to effectively manage response and recovery activities associated with events that are large, complex, or affect multiple jurisdictions.

E. EMERGENCY OPERATIONS CENTER (EOC)

General:

The City of Anacortes' EOC is located at 1218 24th St in the Eugene Anderson Municipal Courtroom. The alternate EOC is located at 1016 13th St at the Anacortes Fire Department- Station 1.

Based on situational demands, the EOC's over-arching strategic goals during activations of the EOC are:

1. Personal safety of emergency responders.
2. Saving and protecting the greatest number of people at risk.
3. Saving and protecting as many residential, business, and industrial properties as possible.
4. Saving and protecting as much vital government infrastructure as possible.
5. Restraining the spread of environmental damage.
6. Minimizing human hardship and economic interruptions.

Depending upon the situation, activation of the EOC could include any or all of the following:

1. Proclamation of Emergency.
2. Providing and coordinating emergency warning and public information.
3. Collecting and managing information.
4. Overseeing the effective use and allocation of available local resources.
5. Determining specific requirements that are vital but beyond local means to acquire and referring such needs to the state for supplemental assistance.
6. Coordinating inter-agency and/or inter-jurisdictional activities.
7. Coordinating continuity of government operations.
8. Coordinating damage assessment and recovery activities.

The City's EOC is equipped with supplies, information display materials, internal communications, and support equipment to help facilitate efficient operation. Backup power generation is maintained to ensure continued operations.

EOC Activation:

The EOC may be activated at the request of the Mayor, Police Chief, Fire Chief or upon direction from the Skagit County Department of Emergency Management. Depending upon the severity of the emergency or disaster, the Mayor or the Mayor's successor may request that the Skagit County EOC be activated.

Upon the activation of the Anacortes EOC, the following will be notified:

- Skagit County Department of Emergency Management
- City Department Heads
- City Councilmembers

EOC Activation Levels:

Phase I Activation – Alert/Watch Operation: Phase I Activation is the lowest level of EOC activation and is typically initiated in the event of an impending or occurring incident that requires close monitoring. Examples of Level I incidents may include: flood watch, minor/localized small stream flooding, winter storm watch, high wind warning, minor hazardous materials incidents, and multiple-casualty incidents.

Phase II Activation – Limited Operation: An incident has grown or is expected to grow beyond the capability of alert/watch operation staffing levels and requires additional EOC staffing and capabilities to manage the incident and provide warning and/or public information. The decision on whether an incident meets the criteria for Level II activation will be made by the Mayor and any one or a combination of the following individuals or their designees:

- Mayor
- Fire Chief
- Police Chief
- Public Works Director

Examples of Level II incidents may include: moderately sized hazardous materials incidents, winter storm events.

Phase III Activation – Full Operation: Phase III Activation is the highest level of EOC activation. The size and complexity of an incident requires EOC representation by all appropriate departments and community organizations to support response and/or recovery activities. The decision on whether an incident meets the criteria for Level III activation will be made by the Mayor and any one or a combination of the following individuals or their designees:

- Fire Chief
- Police Chief
- Public Works Director

Examples of Level III incidents may include: moderate to major flooding events, moderate to major earthquakes, large-scale evacuations, extended periods of severe weather, and large hazardous materials incidents, or incidents that require the establishment of an Area Command.

Phase III-Alt Activation – Alternate Operation: If extensive damage throughout the County creates unstable and unsafe roads and bridges preventing personnel from reaching the City's EOC facility then city staff not able to reach the City's EOC will attempt to report to the most accessible EOC: Skagit County, Burlington, Mount Vernon or Sedro-Woolley.

Area Command:

According to the NIMS, Area Command is defined as a command structure that oversees the management of multiple incidents that are each being handled by an Incident Command System organization or a very large incident that has multiple incident management teams assigned to it. The primary functions of an Area Command are:

- 1) Provide agency or jurisdictional authority for assigned incidents.
- 2) Ensure a clear understanding of agency expectations, intentions, and constraints.
- 3) Establish critical resource use priorities between various incidents.
- 4) Ensure that incident management team personnel assignments and organizations are appropriate.
- 5) Maintain contact with officials in charge, and other agencies and groups.
- 6) Coordinate the demobilization or reassignment of resources between assigned incidents.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. GENERAL

Most departments have emergency functions in addition to their regular day-to-day duties. These emergency functions usually parallel or complement regular functions. Each department is responsible for developing and maintaining its own emergency management procedures.

Organization & Assignment of Responsibilities

The Mayor has the responsibility to:

1. Provide for jurisdictional chain of command and continuity of government.
2. Make policy decisions and other major decisions necessary to accomplish response and recovery activities within their respective jurisdictions.
3. Adopt and enact ordinances and motions; appropriate revenue and authorize expenditures as needed for disaster mitigation, preparedness, response and recovery.
4. Direct the implementation of emergency response and recovery plans and operating procedures within their respective jurisdictions.

5. Conduct public meetings and take actions to assist in reassuring and informing the public and identify public needs.
6. Assist in providing public information and the dissemination of emergency information through county and municipal departments/offices, in coordination with the EOC, JIC, and Public Information Officers.
7. Direct citizen's requests for assistance and information to appropriate agencies.
8. Provide public information officers and/or support personnel to the JIC as required.
9. Provide for the coordination of emergency operations.
10. Provide for the coordination and management of all available local resources.
11. Request support (through the Department of Emergency Management) from neighboring jurisdictions and/or the Washington State Military Department, Emergency Management Division.
12. Direct the use of activated EOC facilities under their control.
13. Re-establish municipal operations and capabilities.
14. Provide supplies, equipment, services, and personnel as requested through the appropriate EOC.
15. Support response and recovery activities as required.

City Council has the responsibility to:

1. Make policy, adopt and enact ordinances and motions, appropriate revenue and approve expenditures to enable the City to provide necessary services to the public.
2. Provide for the continuity of City government.
3. Assist the Mayor with the implementation of policy and decision making. Provide delegates for the EOC Policy Group.
4. Provide delegates to the EOC.

Law Enforcement has the responsibility to:

1. Maintaining law and order
2. Controlling traffic
3. Protecting vital installations
4. Controlling and limiting access to the scene of the disaster
5. Supplementing communications
6. Search and rescue (with fire service)
7. Develop and maintain operational procedures for use during emergency and disaster operations.
8. Establish a Command Post (when appropriate) in cooperation with other on-scene response agencies utilizing the Incident Command System (ICS) or the Unified Command System based upon the NIMS.
9. The Anacortes Police Department participates as part of the Unified Command during emergency or disaster events occurring within Skagit County.
10. Conduct normal day-to-day law enforcement activities.
11. Assist in the conducting of alert and warning notification via the Skagit County Fan-Out Alerting System as appropriate when contacted by the Skagit Emergency Communications (E 9-1-1) Center.

12. Provide personnel and equipment to assist in the rapid dissemination of warnings and emergency information.
13. Conduct evacuation(s) of the affected area, as needed.
14. Provide crowd and traffic control and assist fire service as needed.
15. Direct and control the use of available resources required to conduct search and rescue operations.
16. Provide for the security of the disaster area and municipal facilities.
17. Provide protection of key public officials; prevent and control civil disorder.
18. Provide for the use of available personnel and equipment to support emergency communications requirements.
19. Provide representative(s) and equipment to assist in staffing appropriate EOC(s).
20. Assist in obtaining damage assessment information and reporting damage to the appropriate EOC.
21. Provide support personnel to the JIC as required.
22. Support response and recovery activities as required.
23. Return organizational activities to normal levels unless involved with recovery activities.
24. Document emergency related costs and activities and submit required reports.
25. The Washington State Patrol shall act as the Incident Command Agency for hazardous materials incidents in Skagit County.

Fire Service has the responsibility to:

1. Develop and maintain operational procedures for use during emergency and disaster operations.
2. Establish a Command Post (when appropriate) in cooperation with other on-scene response agencies utilizing the Incident Command System (ICS) or the Unified Command System based upon the NIMS.
3. Perform routine firefighting and rescue.
4. Perform Basic Life Support (BLS) care to the injured.
5. Perform Advanced Life Support (ALS) for emergency medical care.
6. Assist in hazardous materials containment and control, based upon level of training.
7. Coordinate with the Skagit County Department of Emergency Management and hazardous materials team(s) that may respond to hazardous materials and/or terrorism and weapons of mass destruction incidents within Skagit County.
8. Provide rescue services such as motor vehicle extrication, confined space extrication, water, high angle, trench and structural search and rescue based upon level of training.
9. Establish priorities for primary and/or lifesaving debris clearance.
10. Establish staging areas as needed for support personnel and equipment.
11. Assist law enforcement as needed with warning, evacuation, and traffic control.
12. Provide for the use of available personnel and equipment to support emergency communications requirements.
13. Provide representative(s) and equipment to assist in staffing appropriate EOC(s).
14. Assist in obtaining damage assessment information and reporting damage to the EOC.
15. Provide support personnel to the JIC as required.
16. Support response and recovery activities as required.
17. Return organizational activities to normal levels unless involved with recovery activities.
18. Document emergency related costs and activities and submit required reports.

City Attorney has the responsibility to:

1. Serve as the City's Public Information Officer.
2. Advise officials on legal matters relating to emergency management authority and responsibility.
3. Provide legal advice in the development and execution of emergency administrative plans and provide representation in all criminal and civil proceedings in which the jurisdiction may be a party, as a result of emergency planning and operations.
4. Serving as a liaison with other legal and judicial agencies and sections of the government

5. Support response and recovery activities as required.
6. Return operational activities to normal levels unless involved with recovery activities.
7. Document emergency related costs and activities and submit required reports.

Finance Department has the responsibility to:

1. Develop and maintain operational procedures for use during emergency and disaster operations.
2. On an annual basis, maintain a list of suppliers, vendors, and items of critical emergency need (through the appropriate procurement division)
3. Provide assistance in emergency financial management.
4. Prepare municipal emergency financial reports.
5. Provide for the receipt, disbursement, and accounting of State, Federal, and other funds provided to municipal government for emergency welfare services such as reimbursement of disaster response and recovery expenses and repair/replacement of infrastructure.
6. Implement emergency procurement procedures and provide instruction for their use.
7. Provide support staff to the EOC to assure proper financial documentation in accordance with state and federal requirements.
8. Support response and recovery activities as required.
9. Return department activities to normal levels unless involved with recovery activities.
10. Document emergency related costs and activities and submit required reports.

Information Technology Department has the responsibility to:

1. Assure the safe keeping of all essential computer and electronic records.
2. Provide operation of essential computer services.
3. Support EOC, public information, response and recovery activities as required.
4. Develop and maintain operational procedures for use during emergency and disaster operations.
5. Return department activities to normal levels unless involved with recovery activities.
6. Document emergency related costs and activities and submit required reports.

Parks and Recreation Department has the responsibility to:

1. Develop and maintain operational procedures for use during emergency and disaster operations.
2. Assist in removal and safe keeping of public records
3. Provide personnel to conduct on-site inspections of parks property and facilities; report all damage to parks property and facilities to the EOC and coordinate debris removal activities on all parks property.
4. Make municipal parks and recreation facilities, equipment and personnel available to assist the American Red Cross and other volunteer support agencies with the establishment of emergency shelters.
5. Assist in providing emergency welfare services (including, but not limited to shelter, feeding, and day care) to; immediate family members of City employees if necessary.
6. Provide representatives and equipment to assist in staffing EOC.
7. Assist in obtaining damage assessment information and reporting damage to the EOC.
8. Assist in the establishment of staging areas for incoming resources.
9. Support response and recovery activities as required.
10. Return department activities to normal levels unless involved with recovery activities.
11. Document emergency related costs and activities and submit required reports.

Planning, Community, and Economic Development/Building Department has the responsibility to:

1. Develop and maintain operational procedures for use during emergency and disaster operations.
2. Coordinate and conduct post-incident safety evaluations of structures as needed to support disaster response and recovery activities.

3. Provide an emergency permitting and inspection program for the repair and reconstruction of damaged buildings during and after an emergency or disaster event.
4. Assist in the planning/permitting of buildings for use as disaster shelters by providing International Building Code expertise and inspections.
5. Assist in collecting information and compiling data for emergency operational reports.
6. Provide representatives to the EOC and provide reports and other information to the JIC as required.
7. Support response and recovery activities as required.
8. Return department activities to normal levels unless involved with recovery activities.
9. Document emergency related costs and activities and submit required reports.

Public Works (Water/Wastewater/Operations/Engineering/GIS/Facilities) Department has the responsibility to:

1. Develop and maintain operational procedures for use during emergency and disaster operations.
2. As resources permit, assist special purpose jurisdictions (Dike Districts, Drainage Districts, and Fire Districts) and other agencies with flood-fighting efforts.
3. Open emergency routes (where possible) to enable emergency access to incident scenes. Maintaining designated major streets and avenues, highways, and other designated routes of travel.
4. Provide emergency signing, barricades and traffic control to aid in evacuation route travel as needed and within capability/capacity.
5. Coordinate and provide for the removal and disposal of debris during and after the disaster.
6. Assist in keeping water systems, water treatment systems, storm sewers and drainage structures/facilities, and sanitary sewers in operation.
7. Assist in the relocation of public records.
8. Furnishing information, including maps or materials, as needed, for the emergency management agency or emergency preparedness coordinator.
9. Maintenance of vehicles and other essential equipment of the various departments and agencies
10. Supply fuel and refueling equipment/services for response and recovery equipment.
11. Provisions for the immediate repair of emergency service vehicles and equipment, both in the field and in the shop, as the situation permits
12. Provide representatives and equipment to assist in staffing the EOC and provide support personnel to the JIC as required.
13. Assist in obtaining damage assessment information and reporting damage to the EOC.
14. Support response and recovery activities as required.
15. Return department activities to normal levels unless involved with recovery activities.
16. Document emergency related costs and activities and submit required reports.
17. Provide a volunteer coordinator.

Administrative Services (Human Resources, Court); Library; and Museum Departments have the responsibility to:

1. Develop and maintain operational procedures for use during emergency and disaster operations.
2. Provide back-up assistance to Public Information Officer.
3. Assist in removal and safe keeping of public records.
4. Provide representatives and equipment to assist in staffing EOC.
5. Assist in obtaining damage assessment information and reporting damage to the EOC.
6. Assist in the establishment of staging areas for incoming resources.
7. Support response and recovery activities as required.
8. Return department activities to normal levels unless involved with recovery activities.
9. Document emergency related costs and activities and submit required reports.

Skagit County Department of Emergency Management has the responsibility to:

1. Activate and manage the Emergency Coordination Center during emergency or disaster events occurring within Skagit County.
2. Develop and coordinate the Emergency Management Program for Skagit County and the incorporated municipalities located within the county.
3. Develop a Comprehensive Emergency Management Plan for Skagit County and the incorporated municipalities located within the county that conforms to the Washington State Comprehensive Emergency Management Plan. The Emergency Management Director shall direct department personnel to review, revise, maintain, publish, and distribute the plan.
4. Help coordinate emergency preparedness activities of local agencies in preparation for response to natural, human-caused, or technological emergencies and disasters including acts of terrorism and/or incidents involving weapons of mass destruction.
5. Develop plans for coordination of resources in disasters and assist response agencies in coordinating communication resources during response and recovery activities.
6. Act as a contact point for the request and coordination of disaster assistance from other response agencies beyond mutual-aid.
7. Help coordinate warnings to the public of impending emergencies/disasters and during unforeseen emergencies/disasters. Provide instructions to the public as to where to go and what to do before, during, and after emergencies/ disasters.
8. Identify local staging areas to receive outside resources and coordinate with the Washington State Emergency Operations Center regarding the receiving of outside resources.
9. Provide public information and education as it pertains to disaster mitigation, preparedness, response, and recovery.
10. Advise public officials of response and recovery activities.
11. Review response capabilities by conducting drills/exercises, conducting after-action reviews, and developing improvement plans.
12. Prepare damage assessment, incident, and disaster analysis reports as necessary.

Skagit Emergency Communications (E-911) Center has the responsibility to:

1. Develop and maintain operational procedures for use during emergency and disaster operations.
2. Provide E 9-1-1 call receiving, dispatch services, and relay of messages for all Skagit County emergency services agencies on a 24-hour basis in order to support response and recovery activities.
3. Develop and maintain alert and warning notification procedures in cooperation with the Department of Emergency Management.
4. Provide alert and warning notifications to emergency response agencies and the citizens of Skagit County via agreed upon standard operation protocols.
5. Coordinate with Frontier, Century Link (and other vendors) to assure high quality and continuous operation of the E 9-1-1 system, and timely restoration of E 9-1-1 services in the event of service disruptions.
6. Advise the Skagit County Department of Emergency Management of communication capabilities and limitations.
7. Verify that ACCESS, NAWAS, and EAS systems are operational and that messages received are distributed in a timely manner to the Department of Emergency Management and other appropriate parties.
8. Support response and recovery activities as required.
9. Return department activities to normal levels unless involved with recovery activities.
10. Document emergency related costs and activities and submit required reports.

Other Agencies/Organizations:

Other entities beyond direct City of Anacortes control may be capable of supporting and assisting with disaster response or recovery. The City of Anacortes does not have any direct authority over outside entities like the American Red Cross, Salvation Army, Skagit Transit (SKAT), Island Hospital, Anacortes School District, etc. These and other agencies typically perform a variety of emergency tasks and may, upon request, provide support personnel and response/recovery services and equipment, as needed.

- **American Red Cross** is responsible for establishing emergency shelters for disaster victims in pre-selected congregate care facilities upon the request of the Department of Emergency Management; providing food and clothing to disaster victims, providing food to disaster workers; establishing a welfare inquiry service and providing medical and nursing care in American Red Cross shelters and operational facilities; and coordinating with the Skagit County Department of Emergency Management, and welfare agencies for the receiving, sorting, storage and distribution of donated items.
- **Salvation Army** provides assistance, upon request, to the Anacortes-San Juan Chapter of the American Red Cross Chapter in providing emergency food service to the Anacortes and Fidalgo Island area and coordinates with the Department of Emergency Management and various welfare agencies for the receiving, sorting, storage and distribution of donated items.
- **Churches and Synagogues** often to give assistance with sheltering, feeding, and other issues, as necessary.
- **Skagit County Search and Rescue (SAR)** provides services as coordinated through and directed by the Skagit County Sheriff's Office. Will search for, rescue, or recover by means of ground, water, or air persons who becomes lost, injured, or are killed while outdoors or as a result of a natural, human-caused, or technological emergencies and/or disasters. The Department of Emergency Management will register SAR workers and request Mission Numbers from the Washington State Military Department, Emergency Management Division.
- **Island Hospital** coordinates the organization and mobilization of medical and health personnel during a disaster or major emergency and provide continuous care to the sick and injured victims of an incident.
- **Skagit Transit (SKAT)** operates and maintains a fleet of public transportation busses and vans including specialized vehicles for the transportation of disabled persons. SKAT is responsible for providing transportation of the public to mass care facilities and providing assistance to law enforcement, fire service, and other agencies upon request. *An inter-local cooperation agreement (Skagit County Contract #C20070501) was signed by the Skagit County Board of County Commissioners on September 04, 2007. This contract specifically outlines the assistance provided by SKAT to Skagit County in the event of a Declared Emergency.*
- **Anacortes School District School** districts are required by law to develop and maintain disaster plans and conduct regular drills with teachers and students. In the event of an emergency or disaster event that precludes students from being reunited with their parents, legal guardian, or other authorized caregiver, school districts are responsible to provide care for those students until they can be reunited or an appropriate and adequate alternative can be provided. School districts may provide transportation support to the local Department of Emergency Management, upon request.
- **Skagit County Emergency Medical Services (EMS) Department** provides training and equipment for pre-hospital Basic Life Support (BLS) personnel that are employed by the Skagit County EMS Department and/or members of first response agencies such as fire service, search and rescue, law enforcement, and private ambulance companies within Skagit County. The Skagit County EMS Department provides training and equipment for pre-hospital Advanced Life Support (ALS) personnel that respond as paramedics as employees of Anacortes Fire Department, Aero-Skagit Ambulance, and the Skagit Ambulance Authority.

The Skagit EMS Department provides a representative to the EOC to assist with the coordination and organization of pre-hospital emergency medical services as required.

- **Tribal Nations** provide services on tribal lands and will operate in accordance with tribal Emergency Management Plans. These plans are separately published documents. Coordination in mitigation, planning, response, and recovery efforts will be conducted between the City and the Samish Tribal Nation located within the City of Anacortes.
- **West Skagit CERT** provide volunteers who are trained to provide immediate basic first aid, light search and rescue, hand held firefighting skills, immediate damage assessment and other services.

V. Direction, Control, and Coordination

A. AUTHORITY TO INITIATE ACTIONS

The Mayor and department heads should have named successors to assure continuity of leadership and operations. They should take steps to insure that all successors to their respective positions are aware of their emergency responsibilities and have the full authority to conduct emergency activities.

Direction, Control, and Coordination

In the event that, due to an emergency or disaster, the Mayor or Mayor Pro-Tem of any city or town is unavailable to exercise the powers and discharge the duties of the office, then those members of the city council available for duty shall by majority vote select one of their members to act as the mayor of such city or town. In the event the number of council members is reduced, then those members available for duty shall have full power to act by majority vote of those present (RCW 42.14.050).

The City of Anacortes when required by law agrees that the State of Washington assumes command of an incident. The City of Anacortes has personnel trained in the NIMS Incident Command System (ICS). State and Federal officials will coordinate their operations through the Mayor's office or their designated representatives.

Incident Command System

The local incident command structures are responsible for directing on-scene emergency operations and maintaining command and control of on-scene incident operations. If a disaster affects multiple widely separated facilities, separate incident command operations and an area command may be set up.

Assistance

If the Anacortes's own resources are insufficient or inappropriate to respond to the emergency situation, a request may be made for assistance from other municipalities, the State, or Federal government. All response agencies are expected to fulfill mission assignments directed by the incident commander.

VI. Information Collection and Dissemination

- A. Disaster information managed by the City of Anacortes EOC is coordinated through agency representatives located in the EOC. These representatives collect information from and disseminate information to counterparts in the field. These representatives also disseminate information within the EOC that can be used to develop courses of action and manage emergency operations.
- B. Detailed procedures that identify the type of information needed, where it is expected to come from, who uses the information, how the information is shared, the format for providing the information,

and specific times the information is needed are maintained at the City of Anacortes Emergency Operations Center.

VII. Administration, Finance, and Logistics

A. GENERAL POLICIES

1. Appointment of Officials
 - a. The Mayor and Finance Director have been appointed to participate in the decision-making process.
2. Funding and Accounting
 - a. Arrangements have been made with local vendors to make purchases on account. Credit cards are also available.
3. Records and Reports
 - a. The finance department tracks the source and use of resources and expenditures. The finance department maintains records of expenditures and obligations in emergency operations. They should also support the collection and maintenance of narrative and long-type records of response to all declared disasters.
4. Agreements and Understandings
 - a. The City of Anacortes has mutual aid agreements or emergency response and recovery contracts with
 - i. Skagit County Fire & EMS Agencies
 - ii. Skagit County. The Anacortes Senior Center assets, non-food inventory, and facility is available to assist the City in meeting the community's emergency needs. Assistance shall include, but not be limited to, access to the Senior Center facility for emergency shelter, use of Senior Center supplies and equipment, access to medical supplies, and assistance of any available county staff on site.
 - iii. WASPC- Police Officers Powers Act

The mutual aid agreements address the emergency use of resources and capabilities of organizations that are not part of a government structure. The agreements designate who is authorized to activate those agreements or contracts. The agreements should remain in effect until rescinded or modified. Annual or other periodic updates will prevent them from becoming outdated.

5. Agreements with private relief organizations provide immediate aid to disaster victims and provide some types of aid that the government is unable to render.
 - a. Local policies that have been established regarding the use of volunteers or accepting donated goods and services should be summarized. Elements that should be addressed in this section include:

VIII. Authorities and References

A. LEGAL AUTHORITY

1. Federal
 - a. The Robert T. Stafford Disaster Relief and Emergency Assistance, Public Law 93-288 as amended
 - b. Other executive orders and acts pertaining to disasters enacted or to be enacted
 - c. Public Employees Occupational Safety and Health Act (PEOSHA) regulations

2. State

- a. RCW 38.52.070 <http://app.leg.wa.gov/RCW/default.aspx?cite=38.52.070>

3. Local

- a. Skagit County Ordinance 8859 establishing the Skagit Emergency Services Council, effective September 1, 1981.

4. Volunteer, Quasi-Governmental

- a. Act 58-4-1905, American National Red Cross Statement of Understanding, December 30, 1985.
- b. Mennonite Disaster Services – Agreement with FDAA, 1974.
- c. Public Law 93-288.

B. REFERENCES

1. Federal

- a. Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining State, Territorial, Tribal, and Local Government Emergency Plans, March 2009.
- b. Homeland Security Exercise and Evaluation Program (HSEEP), February 2007.
- c. National Incident Management System (NIMS), December 2008.
- d. National Response Framework, Federal Emergency Management Agency, January 2008.

2. State

- a. Washington State EOP
<http://mil.wa.gov/uploads/pdf/PLANS/comprehensive%20emergency%20management%20plan.pdf>

I. ANNEX A. LEADERSHIP AND STAFF

Position	Designated Successors
Mayor	1. Mayor Pro Tem
	2.
	3.

II. ANNEX B. 2014 HAZARD MITIGATION PLAN



CITY OF ANACORTES NATURAL HAZARDS MITIGATION PLAN

Introduction

The purpose of this section of the plan is to assess the vulnerability of the City of Anacortes in regards to the various natural hazards previously identified in SECTION II of this plan. In addition, mitigation strategies that are currently in place relating to these natural hazards as well as newly proposed mitigation strategies have been included in this section of the plan.

To complete the vulnerability assessment process, various city staff utilized a series of locally developed forms as well as forms available in the 20/20 Mitigation Software that was provided to Skagit County by the Washington State Military Department, Emergency Management Division. The information collected with these forms is included in this portion of the plan.

As part of the vulnerability assessment process, City of Anacortes government completed an inventory of all critical facilities and has considered these critical facilities in our planning and mitigation strategy development process.

A list of these facilities will be made available to FEMA personnel in the event this information is required to obtain future hazard mitigation grant funding.

National Flood Insurance Program

The City of Anacortes has participated in the National Flood Insurance Program (NFIP) since 2003. The identifying, analyzing, and prioritizing of mitigation measures is based (and will continue to be based) upon continued participation and compliance with the National Flood Insurance Program. No repetitive loss properties have been identified within the City of Anacortes.

Mitigation Planning Committee

The City has appointed a three-person committee consisting of the Building Official, Director of Public Works, and Fire Chief to act as the Mitigation Planning Committee for the City of Anacortes. This committee will work closely with other jurisdictions, agencies, Indian tribes, and the Skagit Natural Hazards Planning Committee to develop a comprehensive, coordinated mitigation plan intended to reduce the vulnerability to natural hazards within the City.

The plan was reviewed to consider the vulnerabilities, risks, and impacts posed by the natural hazards that affect Anacortes (including Tsunami) as well as changes to city infrastructure, population, development trends, and recent changes to codes and ordinances. The disaster events and codes

and comprehensive plan portions were updated; mitigation strategies were evaluated, determined to still be valid, and re-affirmed for the 2014-2020 plan cycle.

Incorporating Mitigation into Other Planning Mechanisms

The City of Anacortes is governed by the Mayor and City Council members that set policy and oversee the various city departments. The process by which the City will incorporate the mitigation strategy and other information contained in the Skagit County Natural Hazards Mitigation Plan into other planning mechanisms is:

1. Adoption of the plan by the Mayor and City Council.
2. Inclusion into City of Anacortes Comprehensive Plan, when appropriate.
3. Inclusion into other planning mechanisms subordinate to the City of Anacortes Comprehensive Plan, when appropriate.

It should also be noted that additions and changes made to the City of Anacortes Comprehensive Plan utilize an established process that is consistent with, and in compliance with, Washington State Growth Management requirements.

Since the original adoption of the Skagit County Natural Hazards Mitigation Plan in 2003, Anacortes government has begun the process of incorporating the mitigation strategy and other information contained in the plan pertaining to the local vulnerability and risk associated with natural hazards into the plans and programs listed below:

- Water Treatment Facilities Plan (Draft 2008)
- Anacortes Critical Areas Ordinance
- Anacortes Water System Plan (2011)
- Storm Water Facilities Plan

Continued participation by the City of Anacortes government in the following programs is consistent with, and in support of, the mitigation strategy as well as the local vulnerability and risk associated with the natural hazards that affect the City of Anacortes:

- Skagit River Flow Management Committee
- Flood Control Zone Technical Committee

The Process

The information contained in this document presents the results of this effort to identify the specific natural hazards threatening the City of Anacortes, to characterize the vulnerability of the City of Anacortes regarding these hazards, and to identify current as well as proposed mitigation strategies, projects and/or programs to address those vulnerabilities.

The analyses conducted by City of Anacortes staff were based on the best currently available information and data regarding the characteristics of the neighborhoods identified, the natural hazards that threaten the people, property, and environment of these neighborhoods as well as the impacts these neighborhoods have suffered in past disasters. This information includes, when available, United States Census data, local tax records, local and national geographic information system data, Flood Insurance Rate Maps, hazard specific analyses, and other environmental and demographic facts.

However, very often authoritative or current information simply was not available for the planning effort. In these cases, the experience, knowledge and judgment of local officials representing City of Anacortes government were used in the planning, including assumptions and approximations that were believed to be reasonable. In addition, straight-forward, simplified technical analyses were used for tasks such as estimating property values, determining the size of populations affected, and so forth. The reliance on the judgment of knowledgeable officials and simplified analyses is considered acceptable at this stage to allow the participating organizations to complete the tasks needed to develop this multi-jurisdictional natural hazards mitigation plan. As the planning continues in future years, or at the time when a proposed mitigation initiative is intended to be funded and/or implemented, the participating organizations/jurisdictions recognize that additional information and analyses may be required.

The City of Anacortes government is committed to continuing the mitigation planning process that has resulted in the development of this document, and to the ongoing cooperation with other agencies, organizations, Indian tribes, and jurisdictions to make the City of Anacortes more resistant to the damages and hardships that could otherwise be the result of future natural disasters.

Contact Information: Don Measamer, Building Official
City of Anacortes
P.O. Box 547
Anacortes, WA 98221
Telephone: (360) 293-1901

City Profile

Population of Jurisdiction: 16,080 and growing slightly
Principal Economic Base: Industrial/Manufacturing
Economic Characteristic: Average for the State

	2008	2014
Land area within the existing city limits (acres):	7,779	7,779
Land area within urban growth area (acres):	2,159	2,159
Land area of park, forest, and/or open space (acres):	3,436	3,436
Land area set aside as resource lands (acres):	1,500	1,500
Population:	15,778	16,080
Expected population in 2036:	18,300	22,293
Annual Budget:	\$43,575,982	\$45,644,071

Population Trends: Steady growth with new and redevelopment at approximately 2% per year.

City Infrastructure Summary:

	2008	2014	Approximate Current Value
Miles of Streets/Road	123.6	125.2	\$9,339,081
Miles of Sanitary Sewer	105.8	106.0	\$12,559,109.54
Miles of Storm Sewer:	83.5	79.4	\$10,172,802.56
Miles of Water Line:	219.8	160.5	\$43,734,720.23

Critical Facilities (Emergency Operations Center, Fire Station, Police Station, Sewer Treatment):

	Approximate Values
1. Police/EOC	\$4,485,800
2. Fire Station #1	\$1,800,000
3. Fire Station #2	\$750,000
4. Fire Station #3	\$75,000 leased property
5. Water Treatment	\$75 million
6. Wastewater Treatment	\$25 million
7. Operations Building	\$865,000
8. Water Tanks (3 @ \$700,000 each)	\$2.1 million
9. Other municipal facilities	\$26,131,470

Total value of all Municipal Infrastructure: \$212,012,983.33**Flood-Specific Information**

Percentage of existing city limits within the 100-year floodplain: **0.8%**
Assessor's valuation of private properties within the 100-year floodplain: **\$51,578,000**

Critical facilities located within the 100-year floodplain:

1. Water Treatment Plant

Total value of municipal infrastructure located within the 100-year floodplain: **\$100,000,000**

Existing Applicable Natural Hazard Mitigation Policies, Ordinances, Codes, & Plans

15.04 - Building and Fire Codes
17.51.050 - Storm Drainage Ordinance
17.54.070 - Regulated Slopes
17.65 - Non/Tidal Wetlands
18.12 - Land Clearing and Grading
Adopted Land Use/Zoning Code
Adopted International Fire Code (2012 International Fire Code)
Adopted Building Code (2012 International Building Code)
Municipal Code
Zoning Code
Subdivision Code
Flood Damage Prevention Code
Comprehensive Land Use Plan
Local Water Quality Plan
Water Comprehensive Plan
Water Treatment Plant Flood Plan
Storm Water Management Plan
Participation in NFIP Program
Tsunami Action Plan

Existing Prioritized Natural Hazard Mitigation Strategies or Projects

1. Power line removal from front of Fire Stations
2. Installation of propane tanks for electric generators
3. Seismic analysis of existing buildings, infrastructure and upgrade
4. New water reservoir
5. Inter-tie with PUD Water system

City of Anacortes

2014 Natural Hazard Identification and Risk Estimation

**Based on Mitigation 20/20 Risk Assessment Formula (Area Impacted+Health and Safety Consequences+Property Damage+Environmental Damage+Economic Disruption multiplied by Probability of Occurrence). Has been updated for 2014 based on changing conditions and recent events.*

	Area Impacted	Health & Safety	Property	Environment	Economic	Probability	Risk Score
Drought	1	0	1	2	0	4	16
Earthquake	3	2	2	2	3	3	36
Flooding	1	1	1	1	2	2	12
High Winds	2	1	1	1	2	5	35
Infestation/Disease	1	1	0	2	2	3	18
Landslide/Erosion	1	1	1	1	2	4	24
Lightning	0	1	1	0	0	1	2
Storm Surge	1	1	1	1	2	4	24
Subsidence, expansive Soils	0	0	0	0	0	0	0
Urban Fire	2	2	1	2	2	2	18
Wildfire	1	1	1	2	2	3	21
Winter Storm	3	1	1	1	1	5	35
Volcanic Activity	0	0	0	1	1	1	2
Tsunami	1	1	1	1	1	1	6
Total Jurisdictional Risk Estimation Score:							249

Area Impacted:	0=No impact	1=<25%	2=<50%	3=<75%	4=>75%
Health & Safety:	0=No impact	1=Few injuries	2=Few fatalities, many injuries	3=Numerous fatalities	
Property:	0=No impact	1=Few destroyed or damaged	2=Few destroyed, many damaged or Few damaged, many destroyed	3=Many properties destroyed or damaged	
Environment:	0=Little or No impact	1=Short term	2=Long term	3=No recovery	
Economic:	0=No impact	1=Low costs	2=High direct cost and Low indirect or Low direct and High indirect	3=High Direct and Indirect Cost	
Probability:	1=Unknown but rare	2=Unknown but anticipated	3=<100 year	4=<25 year	5=Once a year or more

RECENT ANACORTES DISASTER EVENTS

DATE	DISASTER NO.	DESCRIPTION
Nov. 1990	883	Heavy rains caused flooding of the Skagit River forcing sandbagging of the Anacortes Water Treatment Plant near the City of Mount Vernon; damage to city storm water structures and street flooding.
Dec. 1990	896	High winds downed trees that damaged homes and power lines. Marina damage was extensive.
Nov. 1995	1079	Heavy rains caused flooding of the Skagit River forcing sandbagging of the Anacortes Water Treatment Plant near the City of Mount Vernon.
Feb. 1996	1100	Heavy rains caused flooding of the Skagit River forcing sandbagging of the Anacortes Water Treatment Plant near the City of Mount Vernon.
Dec. 1996 & Jan. 1997	1159	Snow accumulations of 2 to 3 feet followed by heavy rains and wind caused roofs to collapse; covered boat moorage structures suffered extensive damage.
Dec. 2000	not declared	A series of windstorms with gusts between 60 and 90 miles per hour caused numerous downed trees and power lines within the city.
Feb. 2001	1361	The 6.8 Magnitude Nisqually Earthquake was felt throughout the community. Several building suffered minor damage that required repair. The unreinforced smoke stack of an abandoned paper mill was severely damaged and subsequently razed.
Oct. 2003	1499	Heavy rains caused flooding of the Skagit River forcing sandbagging of the Anacortes Water Treatment Plant near the City of Mount Vernon.
Feb. 2006	1682	A severe low pressure weather event accompanied by high winds and coinciding with high tide created a 100-year tidal surge event causing damage to homes and other structures adjacent to shorelines on Fidalgo Island.
Nov. 2006	1672	Heavy rains caused flooding of the Skagit River forcing sandbagging of the Anacortes Water Treatment Plant near the City of Mount Vernon.
Nov. 2006	not declared	A sustained windstorm with high peak gusts caused significant blow-down of large trees and power lines on Fidalgo Island blocking roads for 2-3 days and forced some temporary relocation of residents to emergency shelters.
Dec. 2007	1734	A series of windstorms in the western portion of Skagit County caused damage to various structures.

The City of Anacortes is most vulnerable to severe storms, flooding, and earthquakes.

Due to the city's proximity to the marine waters of Skagit County and the surrounding topography, Anacortes is especially vulnerable to severe arctic winds from the north as they exit the Frazier River Valley in British Columbia, Canada.

The city is also vulnerable to flooding of the Skagit River ... not because the city is located within the floodplain of the Skagit, but because the city's source of potable water is the Skagit River and the water treatment plant is located adjacent to the Skagit River near the City of Mount Vernon. The

City of Anacortes must take action to prevent damage to this vital infrastructure and to insure a source of potable water for residents, business, and industry.

The city's vulnerability to earthquake extends beyond damage to buildings, roads and infrastructure within the city limits. Water transmission lines from Mount Vernon to Anacortes cross the floodplain of the Skagit River in soils that are susceptible to liquefaction; recent studies indicate the shoreline areas of the city are vulnerable to tsunami resulting from a large-magnitude subduction-zone earthquake occurring off the coast of Washington.

Codes and Comprehensive Plan

Natural Hazard Reduction

(Updated June 2012)

Purpose	Document	Review Schedule
Reduce city exposure to landslides, and to minimize reliance on federal and state programs for disaster mitigation, protect public and private property, save lives, and use community resources wisely. (a) Integrate regulatory standards such as buffers and setbacks with hazard avoidance measures. (b) Coordinate hazard vulnerability assessments with programs for purchase or preservation of open space. (c) Update hazard mitigation and disaster plans every three years. (d) Coordinate related activities of city departments with the County, State, and Federal agencies. a. Mapping designations – Continue to revise and compile mapping of vulnerable areas by using City, County, State and Federal database. Development Regulations – Revise the Zoning, Subdivision, Critical Areas Ordinance and the regulations portion of the Shoreline Master Program to incorporate hazard avoidance provisions and assure consistency of definitions and mapping.	Comprehensive Land Use Plan	Annual
Objectives: (a) Prevent property damage from flooding. (b) Perform the necessary analysis and recommend solutions for existing flooding problems. (c) Employ management strategies in flood-prone areas to ensure that new development is not exposed to significant flood risk. (d) Preserve wetlands and implement a wetlands management strategy. (e) Review the City's critical areas ordinances to ensure consistency with the surface water management program goals. (f) Ensure adequate funding for program implementation. (g) Coordinate the City program with the Skagit County program.	Storm Water Quality Management Plan	6 Year
Identifies drainage basins, general soil conditions, recommends drainage ordinances and drainage system development.	Comprehensive Storm Water Plan	
It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed: (1) To protect human life and health; (2) To minimize expenditure of public money and costly flood control projects; (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public; (4) To minimize prolonged business	Flood Damage Prevention Ordinance	2003

interruptions; (5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard; (6) To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas; (7) To ensure that potential buyers are notified that property is in an area of special flood hazard; and, (8) to ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.		
The purpose of this code is to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction.	Building Code 2012 IBC	June 17, 2013
This code prescribes regulations consistent with nationally recognized good practice for the safeguarding to a reasonable degree of life and property from the hazards of fire, explosion, and dangerous conditions arising from the storage, handling and use of hazardous materials and devices, and from conditions hazardous to life or property in the use or occupancy of buildings or premises and provisions to assist emergency response personnel.	Fire Code 2012 IFC	June 17, 2013
The City Council finds that this chapter is necessary to promote sound development policies and construction procedures that respect and preserve the city's watercourses; to minimize water quality degradation and control of sedimentation of creeks, streams, ponds, lakes, and other water bodies; to protect the life, health and property of the general public; to preserve and enhance the suitability of waters for contact recreation and fish habitat; to preserve and enhance the aesthetic quality of the waters; to maintain and protect valuable groundwater quantities, locations and flow patterns; to ensure the safety of city roads and rights-of-ways; and to decrease drainage-related damages to public and private property.	Surface Water Management Code	1997
In part this provides such activities must not threaten public safety or cause nuisances by: (A) Blocking flood flows or destroying flood storage areas, thereby raising flood heights or velocities on other land and increasing flood damages; (B) Causing water pollution through any means, including location of wastewater disposal systems in wet soils; unauthorized or detrimental application of pesticides, herbicides and algacides; disposal of solid wastes or storm water runoff at inappropriate sites; or the creation of un-stabilized fills... (C) Increasing erosion; or (D) Increasing runoff of sediment and storm water. This section also refers to other land altering codes.	Non-tidal Wetland Protection	Annual
In Part: The ordinance is designed to assist in orderly community development, conserve the value of property and	Zoning Code	Annual

safeguard the public welfare by: Implementing the City of Anacortes comprehensive plan policies through land-use regulations; protecting the general public health, safety and welfare;		
To minimize surface water and ground water runoff and diversion, to reduce siltation of lakes and streams and to deter erosion due to removal of trees and ground cover and the risk of slides.	Land Clearing Code	Annual
A description of how the proposed development and its associated grading plan will or will not impact each of the following on the subject property and adjoining properties. (1) Slope stability, erosion, and landslide hazard. (2) Drainage, surface and subsurface hydrology, and water quality. (3) Existing vegetation as it relates to wetlands, regulated slopes and soil stability.	Regulated Slopes Geologically Hazardous Areas	Annual
There shall be allowed as an accessory use to a permitted use on site hazardous waste treatment and storage facilities provided such facilities comply with the State Hazardous Waste Siting Standards and Anacortes and State Environmental Policy Act Requirements in the following districts....	Hazardous Waste Treatment and Storage	Annual
Land to be subdivided shall be of a character that can be used safely for building purposes without danger to health or peril from fire, flood, or other menace.	Subdivision Code	Annual
Coordinate with Skagit County through arrangements such as interlocal agreements, joint programs, consistent standards, or regional boards or committees.	Multi-Jurisdictional All Natural Hazards Mitigation Planning project	Annual maintenance with five year update required
Provides long range (5 year) planning for maintenance and replacement of municipal infrastructure, buildings and equipment incorporating strategies for mitigation of natural hazards.	Capital Facilities Plan	Annual

DOCUMENT LOCATION MATRIX							
NO	REQUEST	AVAILABLE YES/NO/?	LOCATION OF INFORMATION	MAINTAINED BY	LAST UPDATE	UPDATE TO PRINTING	NOTES
1	Critical Areas Map	Yes	Engineering	GIS	7/2005	7/2005	
2	Parks Plan Map	Yes	Parks Dept.	GIS	1/2008	1/2008	
3	Sewer Plan Map	Yes	Engineering	GIS	3/2008	3/2008	
4	Storm Water Plan Map	Yes	Engineering	GIS	3/2008	3/2008	
5	Street Map	Yes	Engineering	GIS	3/2008	3/2008	
6	Zoning Map	Yes	Planning/Bldg.	GIS	1/2008	1/2008	

7	Critical Facilities Map	Yes	Engineering	GIS	6/2007	6/2007	
8	WSRB – Fire	Yes	Fire Department	Fire Department	Nov 2002	1/15/2003	
9	BCEG Rating – Building	Yes	Building Dept.	Building Official	9/28/98	1/15/03	Update Late 2008
10	Repetitive Loss Properties and Address	Yes	Building Dept.	Building Official		1/21/2014	
11	List of Recent Events	Yes	Building Dept.	Building Official	2008	3/1/2008	
12	Comprehensive Land Use Plan	Yes	Planning Dept.	Planning	2012	2012	
13	Comprehensive Storm Water Plan	Yes	Public Works	Public Works	11/2007	11/2007	Update Late 2008
14	Basin Reconnaissance Report	Yes	Building Dept.	Public Works	2007	2007	Contains sensitive area mapping.
15	Comp. Transportation Plan	Yes		Public Works	3/2008	3/2008	Update Late 2008
16	Comp Wastewater Plan	Yes	Public Works	Public Works	1993	1/93	Update Late 2008
17	Comp. Water System Plan	Yes	Public Works	Public Works	2011	2011	2011
18	Floods Hazard Reduction Plan		Building Dept.	Building Official	2003		Adopted
19	Disaster Preparedness	Yes	Various	Public Safety Public Works	2001		
20	Capital Improvement Plan	Yes	Planning	Planning	Annual	Annual	
21	Building Code	Yes	Building Dept.	Building Official	2013	6/13/2013	2012 IBC
22	Fire Code	Yes	Fire Dept.	Fire Marshal	2006	6/13/2013	2012 IFC
23	Surface Water Management Code	Yes			9/2007	9/2007	
24	Critical Areas Code	Yes	Planning Dept.	Planning Dir.	7/2005	7/2005	
NO	REQUEST	AVAILABLE YES/NO/?	LOCATION OF INFORMATION	MAINTAINED BY	LAST UPDATE	UPDATE TO PRINTING	NOTES
25	Zoning Code	Yes	Planning Dept.	Planning Dir.	2012	2012	2012
26	Subdivision Code	Yes	Planning Dept. Engineering Dept.	Planning Dir. City Engineer	2012	2012	
27	Sewer Code		Public Works	Public Works	2008	2008	
28	Traffic and Street Code						Uniform Traffic Code Adopted by Reference
29	Total Acreage of City and UGA	Yes	Engineering	GIS	3/2008	3/2008	
30	Zoning Acreage Breakdown	Yes	Engineering	GIS	3/2008	3/2008	

31	Vacant Land Available for Development	Yes	Engineering	GIS	3/2008	3/2008	
32	Water Shortage Response Plan	Yes	Public Works	Public Works	2002		Update Late 2008
33	Tsunami Action Plan	Yes	Fire Dept.	Fire Chief	2005	10/2005	

PRIORITIZATION OF ACTION ITEMS

The City of Anacortes operates under the requirements of the Growth Management Act of the State of Washington. The city government format is a strong mayor with council. City staff evaluates actions based on community needs as expressed in the growth management act and the various comprehensive plans and ordinances adopted by City Council. Staff prepares recommendations for specific actions to the council for consideration. Council weighs the input from staff and citizens before making any decision.

Before an action may proceed, there must be a demonstrated need and funding must be secured. When funding is available and council approval is given, the project is included in the annual budget. Need for an action to proceed may be determined in a variety of ways including but not limited to: action items identified in adopted plans, cost benefit analysis, necessary service, emergency, directive from state or federal agency, safety or other benefit to the community. For planning purposes, projects are evaluated and included in the annual update of the 6-year capital facilities plan. Many projects in the capital facilities plan are dependent on outside funding. Possible sources of funding are the general fund, capital improvement funds, utility reserves, local improvement district, utility district, grant funding from a variety of sources including but not limited to private agencies, economic development organizations, state agencies, federal agencies and philanthropic sources. Others sources of funding may become available for specified actions that may or may not be included in the community planning process.

MITIGATION STRATEGIES

Progress made during the 2003 – 2008 plan cycle has been noted and modifications have been made for the 2008 – 2013 plan cycle to further mitigate natural hazard impacts to existing and future infrastructure, critical facilities and the community investment in housing and commerce.

FACILITY	HAZARD	MITIGATION
Water Distribution	Flood, Storm, Equipment Failure	2003: Construct an inter-tie with Skagit County PUD. The inter-tie with Skagit County PUD will provide both utilities with capacity should either plant be out of service for a short period of time. 2003-2008 Accomplishments: 1. The inter-tie project with Skagit County PUD is currently in the design phase. This mitigation action is continued for the 2015 plan cycle.
Fire Station 1	Earthquake, winter storm, wind storm	2014: Install alternate fuel source for emergency generator.

		2014: Relocate overhead power lines underground at apparatus access and egress. Due to lack of local funding, these mitigation actions have not been completed and are re-affirmed for this plan cycle.
Fire Station 2	Earthquake, winter storm, wind storm	2003: Install alternate fuel source for emergency generator. 2003: Relocate overhead power lines underground at apparatus access and egress. Due to lack of local funding, these mitigation actions have not been completed and are re-affirmed for this plan cycle.
Fire Station 3	Earthquake, winter storm, wind storm	2014: Install emergency generator. 2014: Install alternate fuel source for emergency generator. Fire Station 3 was activated in 2007; these mitigation actions are new to the plan for the 2008-2013 plan cycle.
Municipal Building	Earthquake, winter storm, wind storm	The Municipal building is 90 years' old and houses several critical functions. Installation of an emergency generator and upgrade of the building structural and fire systems is necessary to ensure continued function during and after any natural hazard event. 2003-2008 Accomplishments: 1. Emergency generator was installed in 2005. This mitigation action has been completed and is not continued for the 2008-2013 plan cycle. 2. Seismic evaluation was completed in 2006; implementation is dependent upon future grant funding. This mitigation action is on-going and has been re-affirmed for the 2014-2019 plan cycle. 3. An upgrade of the Fire Alarm System was completed in 2006 and emergency lighting was also installed in 2006; further upgrades are still needed. This mitigation action is on-going and has been re-affirmed for the 2014-2019 plan cycle.

Other Mitigation Strategies:

- Adopt and enforce building codes as adopted by the State of Washington.
- Participation in the National Flood Insurance Program.
- Compliance with the State of Washington Growth Management Act.
- A disaster response plan has been implemented and is updated by staff when necessary.
- Develop and implement a natural hazard awareness program.

CITY OF ANACORTES

ACTION PLAN FOR NATURAL HAZARD REDUCTION

SELECTION OF APPROPRIATE ACTIVITIES

No new activities have been identified for the 2014 plan. Progress is noted within the specific activity listed below.

- 1. Preventive activities, such as zoning, storm water management regulations, building codes, and preservation of open space and the effectiveness of current regulatory and preventive standards and programs.**

ACTIVITY	STAFF ASSIGNMENT & SCHEDULE	FINANCING PLAN
<i>Earthquake, Severe Storm, fire, Land Movement</i>		
Utilize the latest adopted state building code to insure adequate protection in construction against Earthquakes in Seismic Zone 3, Severe storms with Wind exposure C, Fire with fire Resistive construction Standards, and Land Movement with Grading Standards	State Legislature has adopted International Codes for implementation in 2013 City Council adopts updated codes on a 3 year cycle in compliance with RCW 19.27, State Building Code.	No financial impact
Utilize the latest adopted state fire code to insure adequate protection against fire in construction with standards for fire flow and through the annual Inspection of Commercial Structures	State Legislature has adopted International Codes for implementation in 2013 City Council adopts updated codes on a 3 year cycle in compliance with RCW 19.27, State Building Code.	No financial impact
<i>Flood</i>		
The 100 year Flood zones shall be regulated to protect human life, property and the public health and safety of the citizens of Anacortes; minimize the expenditure of public money; and maintain the city's flood insurance eligibility while avoiding regulations which are unnecessarily restrictive or difficult to administer	Planning and Building Department – On-going Administration of model National Flood Insurance Program Ordinance	No financial impact
Manage storm water runoff to improve drainage, control storm water quantity, prevent localized flooding of streets and private property during storm events, and	Public Works & Street Department -Administer Surface Water Management Code;	Funded by Surface Water Utility fees, both new construction and monthly rates

protect and enhance water quality. Increase focus on storm water quality.	Update comprehensive Storm Water Plan – 6 year cycle	
Make investigations and corrective actions of problem storm drains, including sampling. Developed a program for operation and maintenance of storm drains, detention systems, ditches, and culverts.	Public Works & Street Departments – Ongoing Administer Surface Water management code NPDES Permit Compliance	Funded by Surface Water Utility fees, both new construction and monthly rates
<i>Flood, Landslide, Earthquake</i>		
Utilizing Best Available science to develop the Critical Areas title to protect, to the greatest extent practical, life, property and the environment from loss, injury and damage by pollution, erosion, flooding, landslides, strong ground motion, soil liquefaction, accelerated soil creep, settlement and subsidence, and other potential hazards, whether from natural causes or from human activity and related goals.	Planning, Building and Public Works Departments – Ongoing program and regulations are in place.	Funding integrated into each department's budget, with dependence on grant funding.
Coordinate with Skagit county through arrangements such as interlocal agreements, joint programs, consistent standards, or regional boards or committees.	Multi-jurisdictional All Natural Hazards Mitigation Planning project – 2003 first plan, 2008 first update; 2014 occurring Annual maintenance with five year update required	Funded by State/Federal Grant with local participation.
Public Works implementation of drainage utility including improved maintenance and operations, a rate structure and public education element. Drainage Utility rate structure adopted in early 1999; annual inspection and maintenance requirements for all private facilities implemented; previous annual inspections limited to public facilities.	Public Works Department – Ongoing	Funded by Surface Water Utility fees, both new construction and monthly rates

2. **The plan reviews property protection actions, such as acquisition, retrofitting, and insurance.**

ACTIVITY	STAFF ASSIGNMENT & SCHEDULE	FINANCING PLAN
<i>Landslide</i>		
Provide protection of steep slopes according to standards in the Critical Areas Ordinance.	Planning, building & Public Works Departments – Ongoing	Local funds, fees and possible grant support.
<i>Flooding</i>		
Regulations and policies reflect the existing shoreline. Nonstructural solutions to flood hazards shall be encouraged including restricting development in flood-prone areas and storm water runoff management	Planning, building & Public Works Departments – Ongoing	Local funds, fees and possible grant support.
The Building Official has developed a recording system for elevation certificates. Each elevation certificate is maintained by address and copies will be sent to FEMA on disk as requested. <i>Action:</i> Require, review, enter data in computer, and file certificates for all new development in flood zones.	Building Department – Ongoing	Local funds and fees.
The Planning director and the Building Official will continue to provide technical advice to property owners, contractors and design professionals.	Building and Planning Departments	Local funds and fees.
<i>Earthquake, Severe Storm, Flooding</i>		
Increase flood protection for the Water Treatment Plant; Provide Emergency Generator with capacity to operate plant.	Public Works-- Long term project—2 to 5 years in duration	Dependent on grant funding. Funding has been secured with construction planned for 2009/2010.
Seismic upgrade of Municipal Building	Public Works – long term	Funding to be determined.
Fire protection of Municipal Building	Public Works	Funding to be determined.

3. The plan reviews activities to protect the natural and beneficial functions of the flood zones, such as wetlands protection;

ACTIVITY	STAFF ASSIGNMENT & SCHEDULE	FINANCING PLAN
<i>Flooding</i>		
Protect and restore critical areas, plan for flood hazard mitigation, surface water management and pollution control, establishment and maintenance of green belts and conservation areas.	Planning, Public Works, Building Departments – Ongoing	Combination of funding including department budgets, grant funds, surface water utility.
Provide habitat for wildlife species, food fish, and saltwater fish in close proximity to an urban area, including Fidalgo Bay.	Planning and Public Works Departments -- Ongoing	Combination of funding including department budgets, grant funds, surface water utility together with citizen actions on private property.
Plan the Stormwater management system to be consistent with policies regarding flooding, wetlands, land use, and water quality.	Public Works Department – Ongoing	Surface Water Utility funds, department budgets, and grant support.
Apply best management practices to reduce pollutant loading and minimize the effects of contaminated sediments on Fidalgo Bay, Guemes Channel and Burrows Bay.	Planning & Public Works Departments – Ongoing	Funding integrated into department budgets, grant funding
<i>Flooding, Earthquake, Landslide, Fire, Severe Storms</i>		
Encourage the retention of open space and development of recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks. Integrate the concepts with natural functions such as drainage and topographic features.	Planning & Parks Departments – Ongoing	Parks Fund, general budgets together with citizen actions on private property
Forest Lands fire protection plan	Fire Department – Ongoing	General Budget, Department Budget.

4. The plan reviews emergency services activities

ACTIVITY	STAFF ASSIGNMENT & SCHEDULE	FINANCING PLAN
<i>Flooding, Tsunami, Earthquake</i>		
Developed a specific flood and tsunami warning and evacuation program for affected areas in the City of Anacortes	City Emergency Response Plan Committee Tsunami Action Plan 10/25/05	General Fund, other support to be determined
The transportation plan is designed to ensure the continued ability of the transportation system to function at a reasonable level of service throughout the urban service area and coordinate the links to the regional transportation system. Critical for evacuation.	Planning and Public Works Departments -- Ongoing	Funding integrated into department budgets with occasional grant funding support.
Maintain Police, Fire, and Wastewater Treatment Critical Facilities up to date with most current technology and standards to ensure operation during hazard events.	City of Anacortes --- Ongoing	Funding integrated into department budgets with occasional grant funding support.
Annual maintenance of the Emergency Response Plan to insure that all Critical Facilities including Nursing Homes, chemical storage facilities, schools, electric and communication substations have working emergency plan in place and that contacts are up to date.	City Emergency Response Plan Committee – Annual Review and update every 3 years	Funding integrated into department budgets.

5. The plan reviews structural projects.

ACTIVITY	STAFF ASSIGNMENT & SCHEDULE	FINANCING PLAN
<i>Earthquake</i>		
Seismic upgrade of municipal building, including analysis, design, and completion of work	Public Works Department – Short term project	Variety of funding sources including grant fund, federal, state and local funds.
<i>All Hazards</i>		
Purchase and install emergency generator with capacity to operate water treatment plant. Construction is estimated for 2015.	Public Works Department – Short term projects	Variety of funding sources including grant fund, federal, state and local funds.

ACTIVITY	STAFF ASSIGNMENT & SCHEDULE	FINANCING PLAN
Construct water system inter-tie with Skagit County PUD. The inter-tie with Skagit County PUD will provide both utilities with capacity should either plant is out of service for a short period of time. Dependent on compatible treatment processes.	Public Works Department – Skagit County PUD -- Short term projects	Variety of funding sources including grant fund, federal, state and local funds.
Install alternate fuel source for emergency generators at Fire Stations 1, 2, and 3.	Fire Department – Short Term Project	General fund and grant funding as available.
Install emergency power generator at Fire Station 3.	Fire Department – Short Term Project	General fund and grant funding as available.
Relocate overhead electrical wires underground at Fire Station 1 apparatus access and egress ramp.	Fire Department – Short Term Project	General fund and grant funding.
City Hall—Install emergency generator capable of operating entire building	Public Works - Short Term	General Fund and grant funding.
City Hall—Upgrade fire protection systems. City hall is a 90-year-old building that houses several municipal functions. Upgrade of the building structural and fire protection systems to ensure continued function during and after any natural hazard event	Public Works- Short Term	General Fund and grant funding.

The City of Anacortes has been pro-active upgrading facilities to modern codes. Since 1985 the following new facilities have been constructed:

- Three fire stations
- Sewer treatment Plant
- Police/Court Bldg. with EOC
- Library
- Water distribution system upgrades
- All schools modernized with seismic upgrades
- Hospital upgrades for seismic, fire safety and emergency care needs
- Water Treatment Plant

III. ANNEX C. SCENARIOS

A. 911 Outage - Contingency Plan

This plan will provide alternative emergency reporting procedures where citizens may notify emergency responders for Police, Fire, or EMS Services in cases of 911 or phone system failures.

<u>Location</u>	<u>Address</u>	<u>Agency Responsible for</u>
Main Fire Station	1016 – 13 th Street	Fire Department
Police Station	1218 – 24 th Street	Police Department
Norman Brown Fire Station	5209 Sunset Avenue	Fire Department
City Hall	904 – 6 th Street	Police Department
Summit Park Fire Station	8569 Stevenson Rd	Summit Park Fire Dept.

1. Personnel at fire and police facilities will be staffed to receive emergency notifications. An individual equipped to radio Cascade Dispatch shall be in attendance at each site.
2. Personnel and official vehicle will be used at Summit Park and City Hall. Vehicles will standby with four-way flashers operating to be readily identifiable.
3. In the case of partial 911-service failure, all sites will be staffed until the extent of the failure can be determined; at which time, certain sites may demobilized.
4. The community will be directed through Public Service Announcements and other means to:
 1. First dial 911. If no success
 2. Call the Tip Line 293-1985. If no success
 3. Call the Police or Fire Stations. (293-4684) or (293-1925) If no success
 4. Report the emergency at the following locations.
 - a. Main Fire Station 1016 – 13th Street
 - b. Police Station 1218 – 24th Street
 - c. Norman Brown Fire Station 5209 Sunset Avenue
 - d. City Hall 904 – 6th Street
 - e. Summit Park Fire Station 8569 Stevenson Rd

B. Tsunami Contingency Plan

Purpose: This plan is intended to give guidance for residents, visitors, and business owners who live and work within the designated inundation areas shown on the attached maps, as well as guide the actions of City officials. These maps are based on wave front predictions established by National Oceanic Atmospheric Association (NOAA) resulting from a significant subduction-zone earthquake off the Washington Coast.

Notification: In the event of an offshore earthquake, West Coast/Alaska Tsunami Warning Center in Palmer, Alaska will notify the Washington State Military Department, Division of Emergency Management (E.M.D.) of a potential Tsunami watch or warning. Washington State E.M.D. will then relay Tsunami watch or warning information to local communities that may be impacted. Within Skagit County, this message will be received by Skagit 9-1-1 and Skagit County Emergency Management personnel who will notify local fire and law enforcement agencies.

Tsunami Watch - An alert issued to areas outside the warned area. The area included in the watch is based on the magnitude of the earthquake. For earthquakes over magnitude 7.0 Richter, the watch area is 1-hour tsunami travel time outside the warning zone. For all earthquakes over

magnitude 7.5 Richter, the watch area is 3 hours tsunami travel time outside the warning zone. The watch will either be upgraded to a warning in subsequent bulletins or will be cancelled depending on the severity of the tsunami.

Tsunami Warning - Indicates that a tsunami is imminent and that coastal locations in the warned area should prepare for flooding. The initial warning is typically based on seismic information alone. Earthquakes over magnitude 7.0 Richter trigger a warning covering the coastal regions within 2 hours tsunami travel time from the epicenter. When the magnitude is over 7.5 Richter, the warned area is increased to 3 hours tsunami travel time. As water level data showing the tsunami is recorded, the warning will be cancelled, restricted, expanded incrementally, or expanded in the event of a major tsunami.

Action Plan: The City of Anacortes, once notified, will determine the level of risk and type of warning given for their community, and if deemed appropriate, will utilize the community notification system to inform affected residents to seek higher ground. Further, the City's Emergency Operations Center (EOC) will be activated, and the Emergency Broadcast System may be utilized via local radio stations to provide notice to residents. In addition, public safety resources, not already committed, will be deployed to utilize their mobile vehicle loudspeakers to warn affected residents and visitors and direct them to high ground.

Prediction Model: The earthquake scenario depicted is a magnitude (Mw) 9.1 Cascadia Subduction Zone event (Priest et al., 1997 and Myers et al. 1999). This event's primary features are a rupture length of approximately 1050 km, average rupture width of 70 km, and slip of 17.5 m. More information is available in Venturato et al., 2004.

The City's inundation map adds a 20% buffer from the predicted boundary of a potential Tsunami wave front. Moreover, the map shows recommended travel routes to high ground for residents to evacuate. In the event of an actual Tsunami and evacuation, public safety resources will be dispatched to high ground to assess the number of evacuees and provide further instructions as to where shelters are established.

NOAA TIME Eastern Strait of Juan de Fuca, 5.4 Anacortes Area

The maximum amplitudes of the first and second waves approaching Anacortes and western Fidalgo Island are similar, ranging from 1.5 to 1.8 m. Fidalgo Bay and Padilla Bay experience an initial water withdrawal, as the leading depression wave comes in, followed by the tsunami elevation wave with amplitudes from 1 to 1.6 m (Fig. 5). Little to no inundation occurs in downtown Anacortes (Fig. 10).

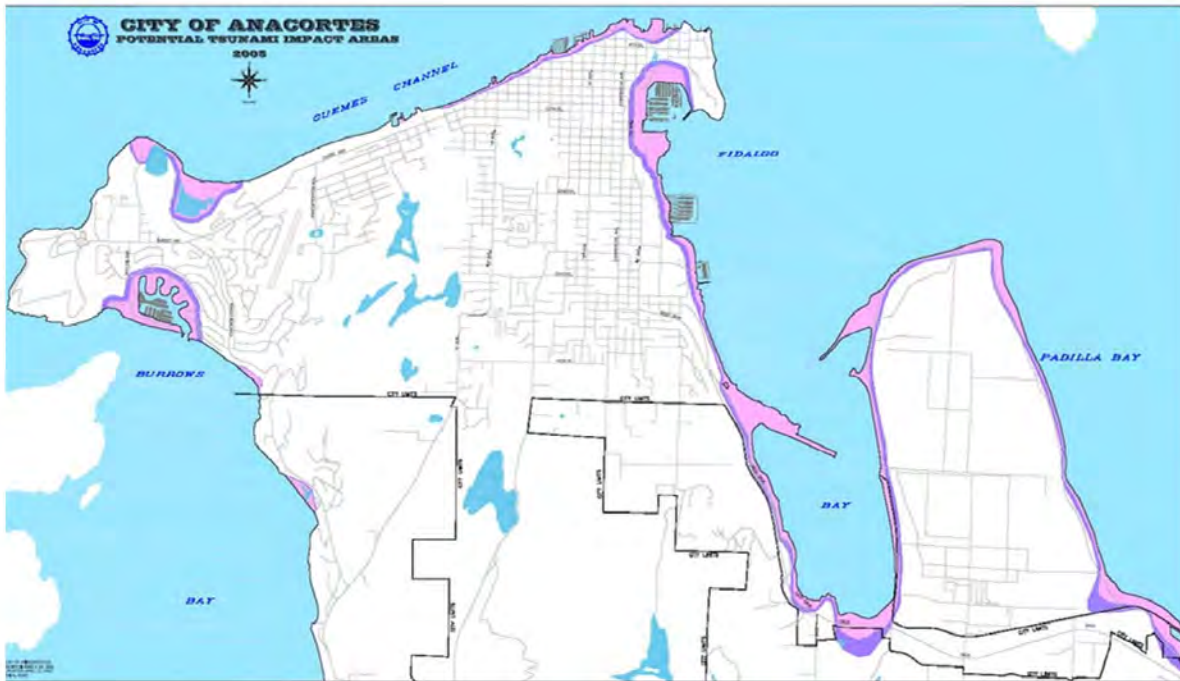
The Skyline Marina at the north end of Burrows Bay experiences higher levels of inundation (above 2 m) and high flow speed magnitudes (>1.5 m/s). High currents also occur around the Anacortes Ferry terminal, Guemes Channel, and Fidalgo Bay (Fig. 11).

Large areas of inundation occur in areas of low topography surrounding Samish Bay, Padilla Bay, and the Swinomish Channel. Though not part of the modeling study, inundation also occurs within the vicinity of Fir Island. The coastal areas of Samish Bay, Padilla Bay, Swinomish Channel, and Fir Island all lie within the historic Skagit River delta region (U.S. Army Corps of Engineers, 2002). This region contains a network of levees and coastal dikes to protect farmland from tidal inundation and river flooding (Fig. 1). These features are not resolved in the model; however, an analysis of coastal dike heights along the shores of Samish Bay, Padilla Bay, Swinomish Channel, and Fir Island suggest that tsunami waves will overtop the dikes and cause inundation as suggested by the model. The average heights of the dikes along the shores of Padilla Bay, Swinomish Channel, and Fir Island range from 1.1 to 1.2 m above Mean High Water (Riggs, personal communication; National Geodetic Survey, 2004). Photos of the Samish Bay coastal dikes suggest a similar height (U.S. Army Corps of Engineers, 2002; Bloch *et al.*, 2002). Maximum wave heights along the coastal dikes range from 1.5 to 1.8 m for Samish Bay, 2.0 to 2.5 m for Padilla Bay, 1.0 to 2.5 m for Swinomish Channel, and 1.0 to 1.5 m for Fir Island.

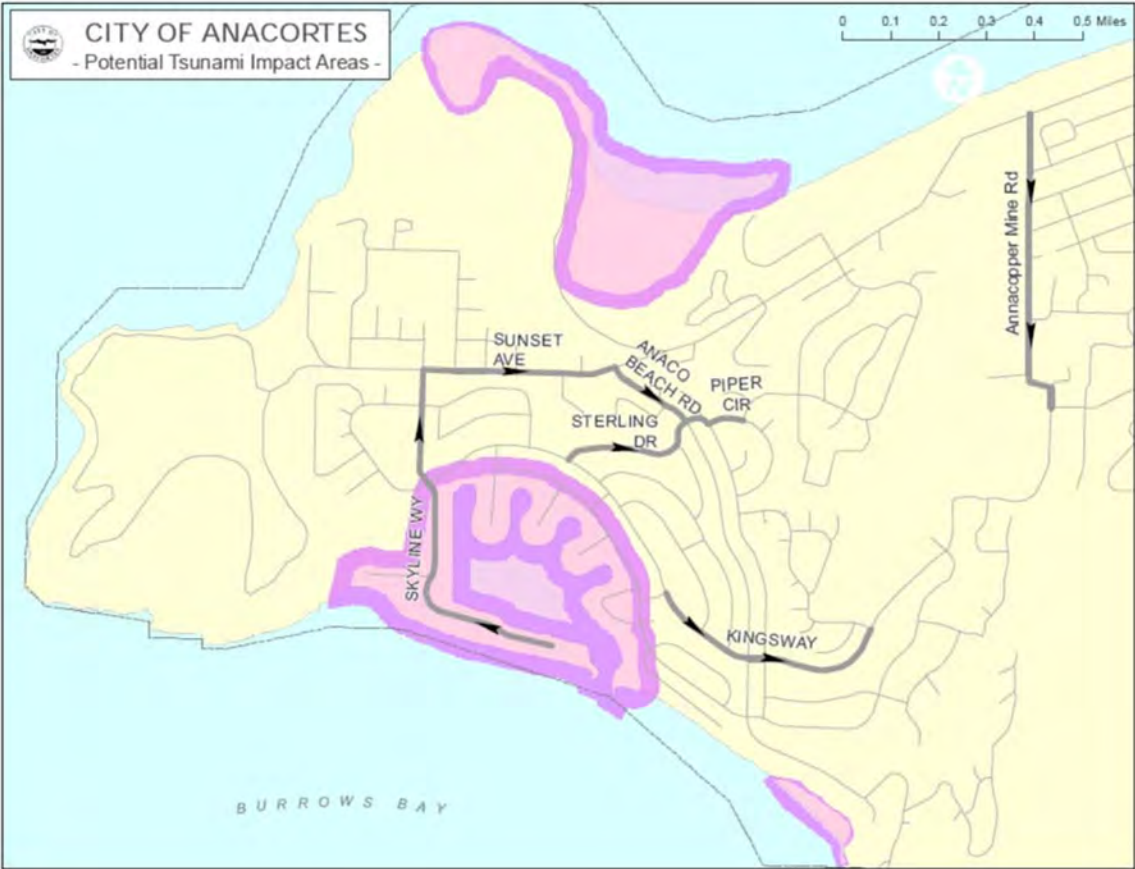
High flow speeds (>1.5 m/s) may also breach many of these coastal dikes and levees. Levees along the Swinomish Channel have not been maintained (U.S. Army Corps of Engineers, 2002), and some of the coastal dikes along Samish Bay are in poor condition (Bloch *et al.*, 2002). Damage of dikes and levees within

the Fir Island region have occurred due to flooding in 1990 and 2003 (U.S. Army Corps of Engineers, online source; Washington Military Department Emergency Management Division, 2004).

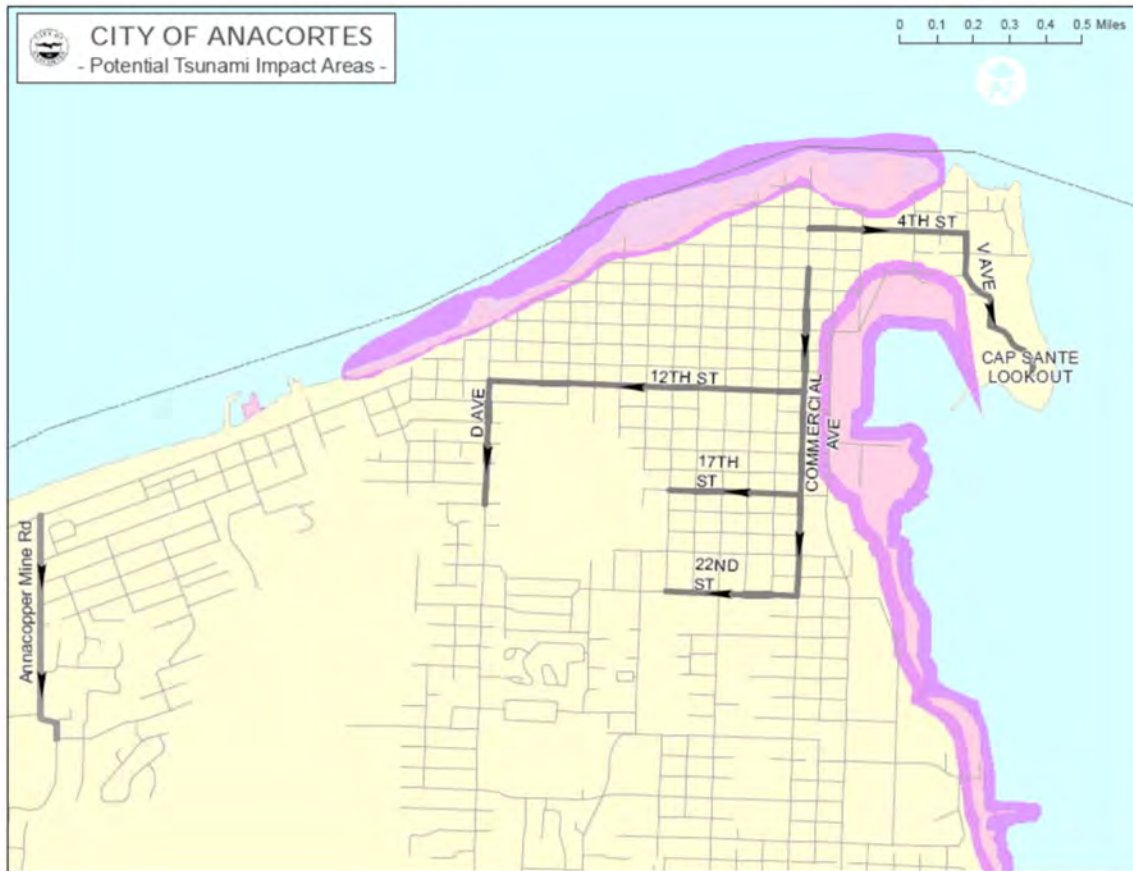
Map 1 – City of Anacortes - Overall



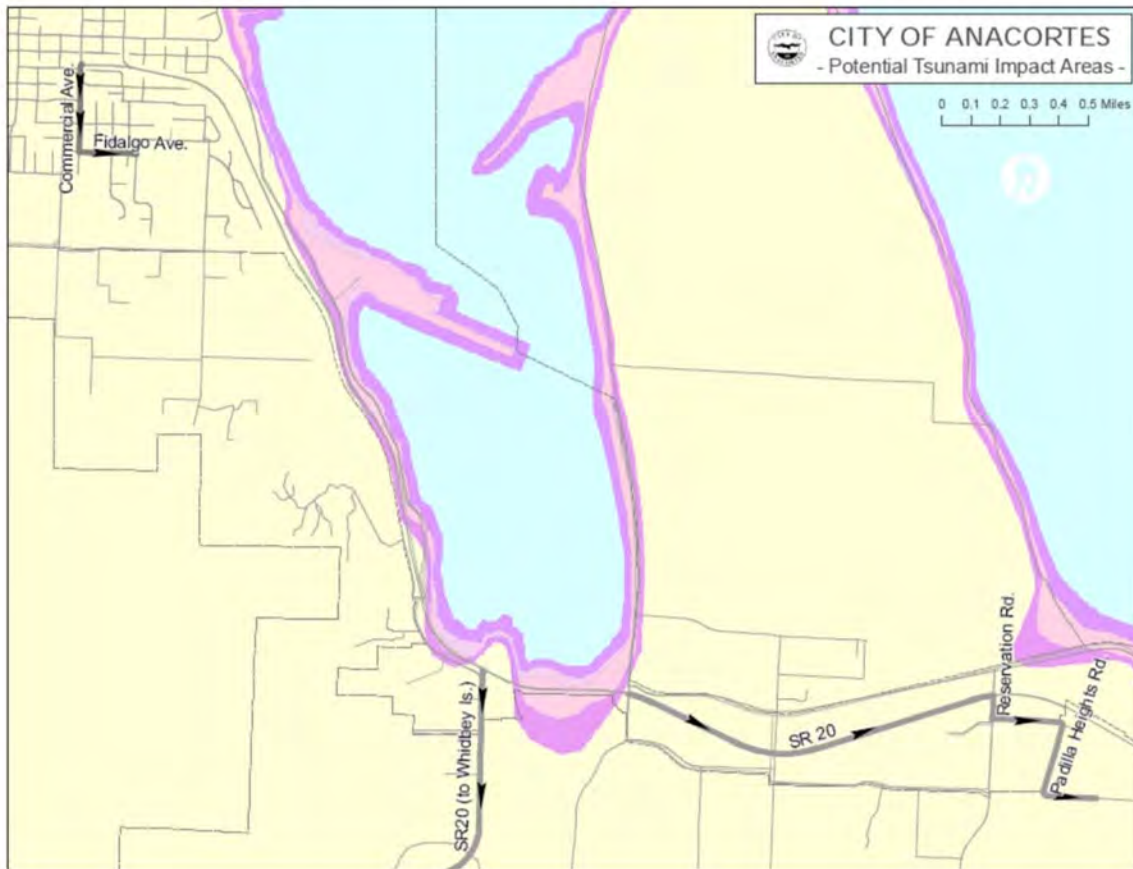
Map 1 – Skyline Area



Map 2 – Downtown Area



Map 3 – March Point Area



Map 4 – City of Anacortes



C. Community Notification System

When it is necessary to provide urgent messaging to citizens within the City of Anacortes, there are two methods to notify the residents and visitors.

First, police and fire vehicles are equipped with public address systems that can effectively notify a small portion of the community in the event of an emergency. This is accomplished through PA systems and providing voice instructions as the police or fire vehicle drives through the neighborhood.

Second, a system to call each landline home telephone, and individual cell phones **if registered**, through an automated system. The system is called MyState <https://mystateusa.com/alertSignup.aspx?region=1157> and provides voice message to large numbers of telephone numbers through the 911 telephone database, or registered cell phones. The entire community can be notified, or portions.

The City of Anacortes is authorized to access and order its activation with proper clearance and authority.

Authorization

The following persons are authorized to activate the MyStateSystem

Mayor
Fire Chief or designee
Police Chief or designee

Activation Procedure

Activation through 911

When an incident occurs with actual or potential off-site impact, members shall notify 911 and request activation of the MyState system. Provide detailed information to include:

1. Type of incident and hazard
2. Type of emergency notification (i.e., evacuation, shelter in place, test, etc.)
3. Wind direction (if known)
4. Geographical Zone(s) to be notified.

Activation through Website

1. Enter the login and password
2. Select geographic area
3. Select pre-established message

Shelter in Place

In the unlikely event that an accidental air release of toxic chemicals (a "release") might occur, the following information has been prepared to assist you in planning and responding to the emergency.

D. Chemical Emergency

If industry has a release, a company representative will contact trained emergency agencies through the 9-1-1 system. Based on the nature of the release, and weather factors, the decision to shelter-in-place or evacuate would be made with the emergency agencies. At that point, notification to the media & the Emergency Alert System, MyState, <https://mystateusa.com/alertSignup.aspx?region=1157>, would be put into effect. Local television and radio stations would then broadcast emergency messages to the listeners. In addition, industry personnel, law enforcement agencies, or the local fire departments may personally alert citizens via phone, door-to-door notification, or the vehicle public address system.

Shelter in Place

Fire Department, Health Department, and Emergency Service officials advocate going indoors instead of remaining outside in the case of a chemical accident. "Going inside" is termed "shelter-in-place". One can

shelter-in-place in a building or even a car, if no building is available. By taking the steps described below, sheltering-in-place will significantly reduce the possibility of exposure.

1. **Shelter** GO INSIDE When inside stay until you are notified by local radio, television, or other means that it is safe to go outside. This is likely to be done for only short periods of time. If your children are in school, school officials will provide their protection. Move your pets indoors if you have time.
2. **Shut** SHUT ALL DOORS AND WINDOWS, and when possible, place blankets, sheets, towels or other such materials into air vents and cracks around doors and/or windows. Go into a small interior room and seal it.
3. **Secure** TURN OFF HEATING, COOLING, OR VENTILATION SYSTEMS such as central units, window and attic fans. All these systems bring in air from the outside. Do not use the fireplace or wood stove. Extinguish all burning materials and close dampers. If you have trouble breathing, place a wet cloth over your nose and mouth and breath through it.
4. **Listen** TUNE IN FOR INFORMATION - Listen to local stations KAPS 102.1 FM, KAPS 660 AM, or KBRC 1430 AM to keep informed when it is safe to leave. Do not use the telephone unless it is a life-threatening emergency. After the Shelter-in-Place period ends, ventilation systems should be turned back on and doors and windows opened.

Evacuation Procedure

Trained emergency agencies will decide if or when to conduct an evacuation and how to do it safely. The decision to evacuate may be appropriate when 1) you are **not** directly downwind of a large release but close enough that wind shifts could move your way; 2) you are far enough away to permit an orderly evacuation; or 3) the trained emergency officials have determined that an evacuation is required. In all cases, you should shelter until advised to evacuate by an official. Some emergencies may require you to immediately evacuate; other situations may allow more time to take additional preparation steps. You will be given orders on how quickly to evacuate.

IMMEDIATE Evacuation

If you are ordered to evacuate IMMEDIATELY, there may be potential immediate danger. For your safety, you need to evacuate immediately.

1. Follow any orders given by the officials.
2. Take only one car and drive safely. Keep all windows and vents closed. Turn on the radio for evacuation routes and up-to-date information. Do not deviate from evacuation routes announced by officials.
3. Follow directions given by officials along evacuation routes and be prepared to provide the right-of-way to any responding emergency vehicles.
4. Do not call your children's school or go to pick them up. They will be the first ones moved if any evacuation is necessary in their location. You will be notified by local radio or television where you can pick them up.

STATED TIME PERIOD Evacuation

If you are ordered to evacuate within a STATED TIME PERIOD, you should follow the same steps listed for "IMMEDIATE Evacuation." If time is available, take the following additional steps:

Gather what you and your family need. Pack only what you need most, with particular attention to items such as special medications, eye glasses, or materials required for infant care.

1. Turn off heating, ventilation, cooling systems and appliances. Leave the refrigerator on.
2. Lock the house or building when you leave.
3. Do not use the phone unless it is urgent. Keep any emergency call very short.
4. Evacuation plans will include special attention to facilities within the impacted area (i.e. schools, hospitals, nursing homes, etc.), and provisions will be made to evacuate those who need assistance in complying with evacuation orders. Precautionary evacuation of certain high-risk members of the affected population may be recommended. This may include infants, elderly, pregnant women, or people with respiratory illnesses. If needed, evacuation plans will also include efforts to feed and shelter evacuees.

Re-entry

Once an evacuation is complete, no access to the evacuated area will be allowed without the express permission of emergency management agencies. Re-entry will be coordinated through designated checkpoints in accordance with procedures.

A. Building Safety Evaluation Plan

Purpose

The purpose of the Building Safety Evaluation Team is to inspect and evaluate all damaged structures and help to identify dangerous structures following a severe earthquake or other emergency or disaster event that could damage buildings and structures.

Scope

The Building Safety Evaluation Team will be utilized by the county and municipal governments to assist in conducting damage assessment activities after a major disaster causing significant and/or widespread structural damage and relay damage assessment information to the municipal EOC and then to the Skagit County EOC.

The primary duties of Building Safety Evaluation Team members are:

1. Inspection and evaluation of damaged buildings.
2. Identification and posting of, and issuing necessary orders to evacuate all dangerous structures.
3. Compiling accurate initial damage assessment reports to the Building Official and the Department of Emergency Management.
4. Providing accurate records of disaster evaluation team personnel hours and wages and the cost of equipment and supplies used to conduct evaluations and prepare reports.

The secondary duties of Building Safety Evaluation Team members are:

1. Coordinate with and assist public works inspection teams to evaluate and identify damage to roads, bridges, and other public structures.
2. Assist the EOC and the Department of Emergency Management in compiling damage assessment reports and mapping damaged areas.
3. Coordinate with law enforcement, fire, and emergency medical services agencies for inspections or structural analysis they may require to perform rescue and life-saving activities.

Concept of Operations

The Building Safety Evaluation Team is comprised of individuals from various jurisdictions and/or departments/offices as well as private professional engineers, architects and construction contractors. Team members are registered as emergency workers with the Skagit County Department of Emergency Management.

For building safety evaluation purposes Skagit County has been divided into the three following geographic areas. Anacortes Building Safety Evaluation teams are assigned to Area 1.

AREA #1: Those areas west of the Swinomish Channel including the City of Anacortes, Shelter Bay, and Guemes Island.

AREA #2: Those areas east of the Swinomish Channel and north and west of the Skagit River including the Town of La Conner, that portion of the City of Mount Vernon lying westerly of the Skagit River, Bayview, Edison, Alger, the municipalities of Burlington, Sedro-Woolley, Lyman, Hamilton, and Concrete as well as the communities of Rockport and Marblemount.

AREA #3: Those areas south and east of the Skagit River including Fir Island, Conway, that portion of the City of Mount Vernon lying easterly and southerly of the Skagit River, Big Lake, Lake McMurray, and Lake Cavanaugh.

Building safety evaluations will need to be conducted as soon as possible following major earthquakes or other disaster events that cause structural damage to determine the condition of critical facilities and potential shelter locations. Because a damaging event may occur at any time, team members are assigned to perform building evaluations within an area near the location of their residence. Should a damaging

event occur during working hours, team assignments will be made depending upon the availability and location of team members at the time of the event.

During off-work hours, team members may self-dispatch depending upon the magnitude of the event, obvious signs of damage to nearby buildings, and damage to communication systems. If a significant event occurs causing damage to nearby buildings, team members will report to their assigned assembly point, form teams of two or three people, and begin conducting building safety evaluations.

If, (due to the severity of the event) team members make the decision to self-dispatch, they shall make every possible effort to make direct contact with the Anacortes EOC or the Skagit County Emergency Communications (E 9-1-1) Center to report their status and provide the EOC with initial damage assessment information. If, due to damaged communication systems, team members are unable to contact the Anacortes EOC or the Skagit County Emergency Communications (E 9-1-1) Center, team members shall make contact with local law enforcement and/or fire agencies to report their status and provide initial damage assessment information.

If building safety evaluation teams are working within a municipality and that municipality has established an EOC, team members should report their status and relay initial damage assessment information to the municipal EOC.

At this time, no common communication system exists between the Skagit County Planning and Permit Center and individual municipal Planning and Building Departments. Building Safety Evaluation Team members will need to use existing communication systems to relay their status and initial damage assessment information to the Anacortes EOC or the Skagit County EOC. The primary means of communication will be cellular telephone.

Skagit RACES (Radio Amateur Civil Emergency Services) may provide alternate communication for Building Safety Evaluation Teams in the event existing telephone communication systems are damaged, destroyed, or overwhelmed.

Responsibilities

Inspect and evaluate all designated Emergency Operations Centers and provide an EOC representative to the Anacortes EOC to coordinate area building evaluation teams.

Evaluate the need for additional equipment and supplies such as vehicles, cellular telephones, and two-way radios that may be needed by area teams to conduct building safety evaluations. Mobilize and dispatch building safety evaluation teams to inspect buildings for structural integrity in the following order:

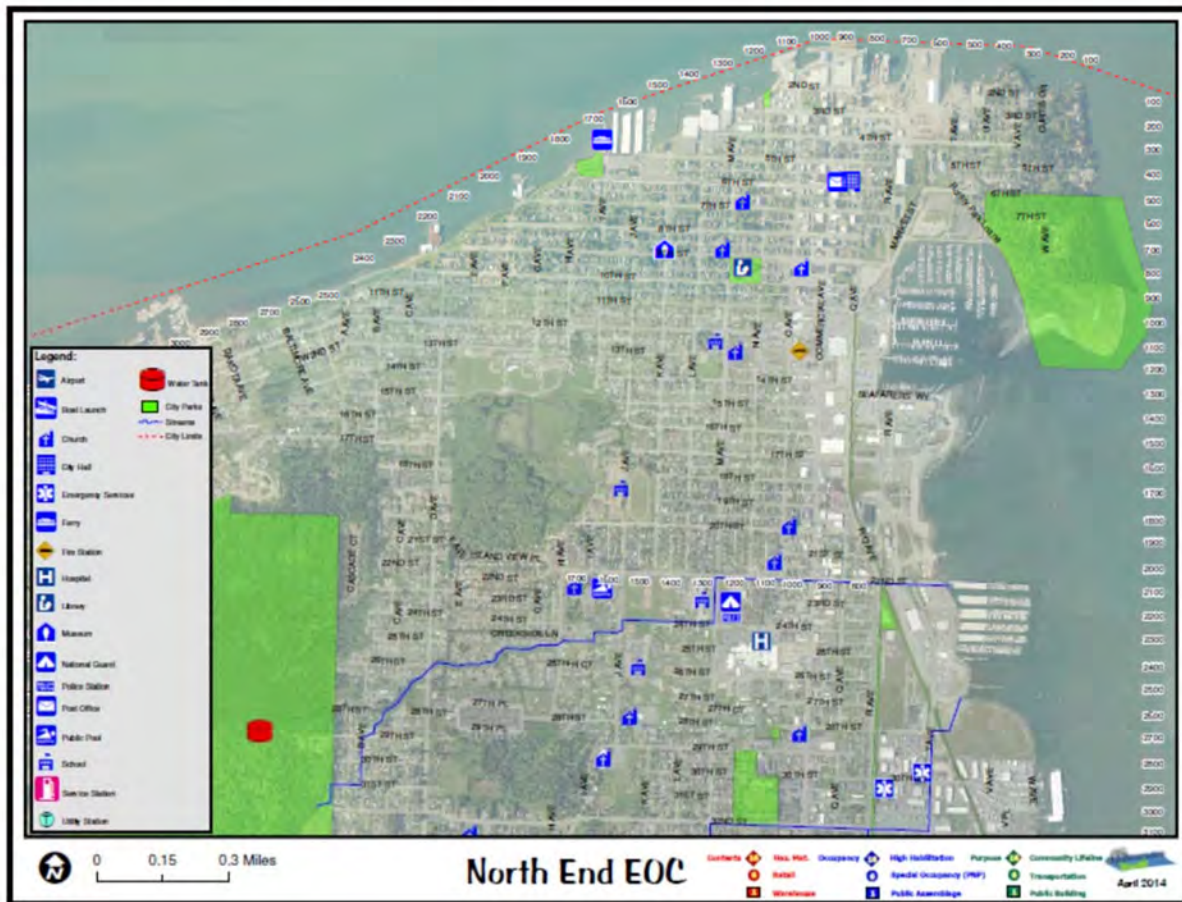
1. Evaluate essential buildings such as fire and police stations, city hall, hospitals, and designated emergency shelters.
2. Evaluate high occupancy buildings such as schools, churches, places of assembly, shopping centers, theaters, and apartment buildings.
3. Evaluate residential neighborhoods.

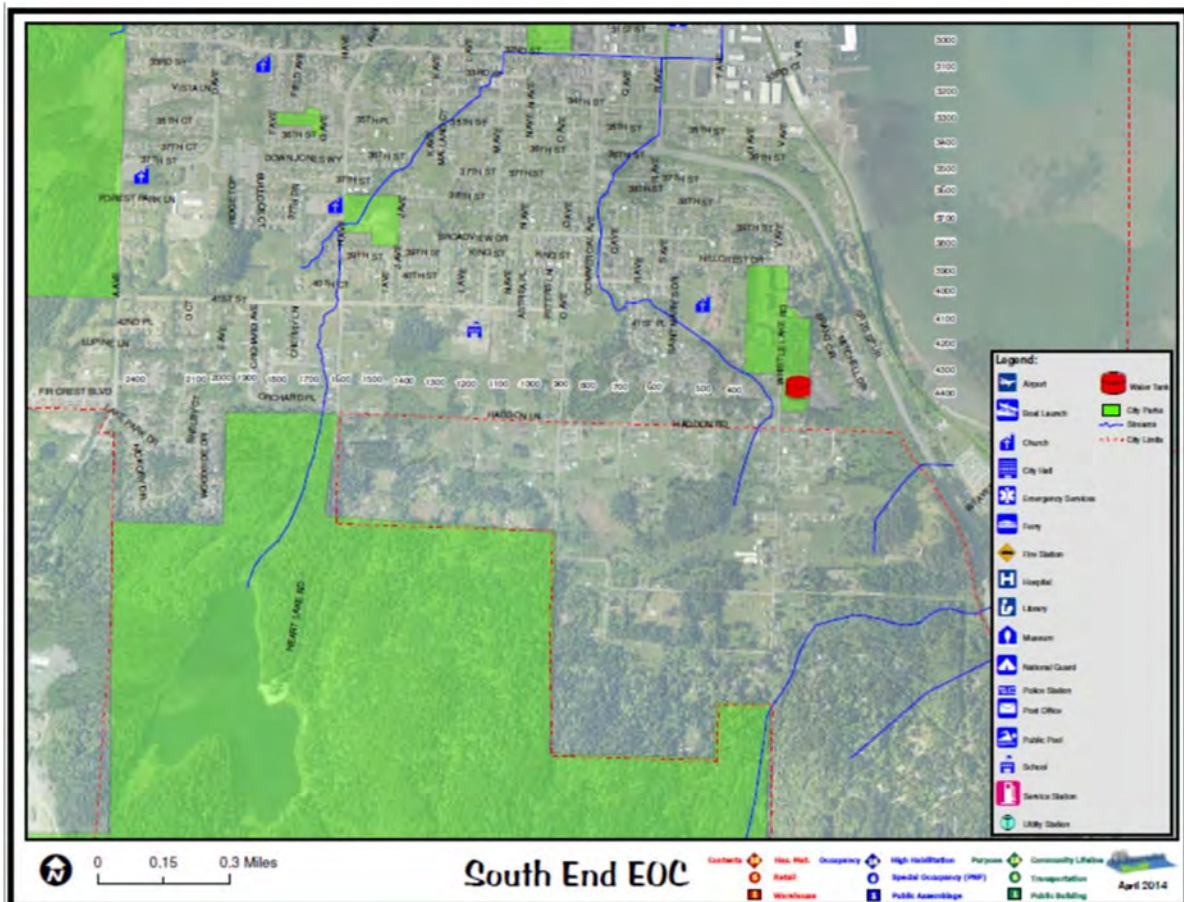
Inspectors are to report hourly with current damage assessment reports and to receive updated information. Inspectors are to immediately notify the EOC of the following:

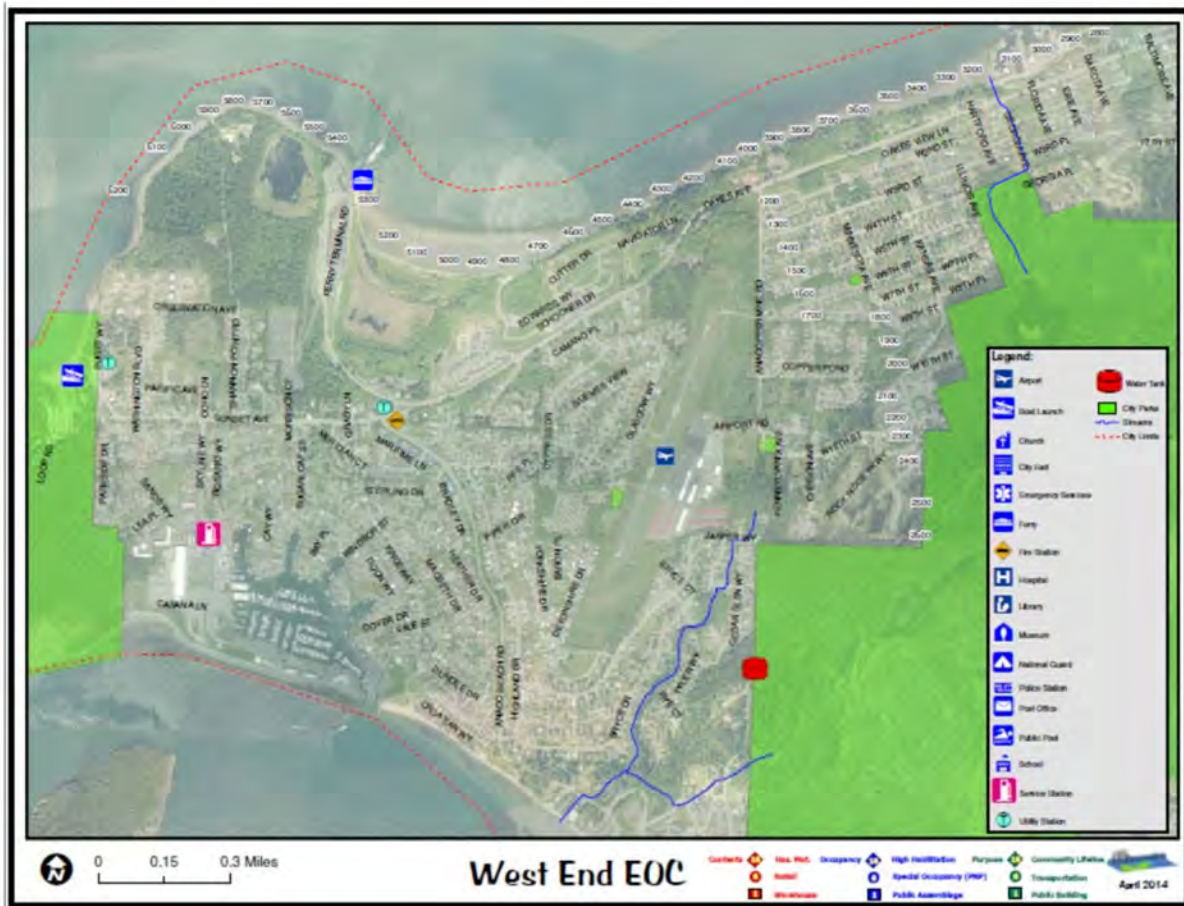
1. Any apparent loss of life or immediate life threatening situations.
2. Any apparent impending hazards, including but not limited to, uncontrolled fire, structural distress, or failure.
3. Any essential or high occupancy buildings that have been posted "unsafe to enter" or determined to be a dangerous building.

Once dangerous structures have been identified, posted, and vacated, EOC representatives shall compile a list of these structures and submit a report to the Building Official and the Department of Emergency Management for necessary actions such as barricading of hazardous areas and/or immediate demolition. The Building Official will initiate condemnation proceedings as appropriate.

PRELIMINARY CRITICAL INFRASTRUCTURE KEY RESOURCE VULNERABILITY (CIKR Vulnerability)







CRITICAL INFRASTRUCTURE – KEY RESOURCES - CIKR VULNERABILITY CHART

CIKR Chart # Site Name Location	ICON SYSTEM	Internal Site Vulnerability	Internal Vulnerability Emergency Protective Measures (EPM) (Resource Need)	External Site Vulnerability	External Vulnerability Emergency Protective Measures (EPM) (Resource Need)
<u>Category</u> Haz-Mat Retail Wholesale	Diamond Circle Square				
<u>Category</u> High Occ. Special Occ.	Diamond Circle				

[illegible]

B. POLICE

In the event of an unusual occurrence, the response of the Police Department includes the following provisions for emergency mobilization:

- A. It will be the duty of each Officer to communicate immediately, through the chain of command whenever possible, all events or situations which have or may evolve into conditions beyond the capability of a normal watch to effectively control.
 - 1. Standard radio procedures are to be utilized in emergency situations, except that radio traffic on certain frequencies may be restricted or moved to other frequencies as needed.
 - 2. The Police Department patrol vehicles are equipped with MDC and radio equipment that permits interoperability with other responders and the establishment of a mobile command post and communications center if necessary.
- B. Unusual occurrences are identified according to four alert response classifications:
 - (1) CLASS I: Routine incidents that usually occur on at least a daily basis and can be dealt with by on-duty personnel.
 - (2) CLASS II: The incident requires more resources than on-duty personnel can provide. Off-duty personnel may be recalled, mutual aid from adjacent jurisdictions may be requested, and other City departments may be requested to assist with duties such as traffic control, debris removal, etc.
 - (a) Examples of a Class II incident may include fatality accidents, fire and death investigations, hostage situations, large fires, hazardous materials incidents, minor storms, surface water drainage problems, main breaks, water pump failures, and search and rescue missions.
 - (3) CLASS III: The incident requires mutual aid from other jurisdictions, and 12-hour work periods may be implemented in order to manage response efforts on a 24-hour basis. The Skagit County Department of Emergency Management may be requested to provide coordination and additional resources. An Emergency Operations Center may be established to aid in coordination of response efforts. A Public Information Officer and cost accounting procedures will be utilized.
 - (a) Examples of a Class III incident may include extended hostage situations, winter storm, landslide, major hazardous materials incidents, moderate flooding events, downed aircraft, building or structure collapse, long term public or private infrastructure failures.
 - (4) CLASS IV: The emergency requires a response beyond the capability of City departments, mutual aid agencies and the Skagit County Department of Emergency Management. Response and recovery efforts are required on a 24-hour basis and 12-hour work periods have been implemented for all responders.
 - (a) The magnitude of the emergency requires the establishment of an Emergency Operations Center to provide for coordination of response efforts.
 - (b) A Public Information Office is established and cost accounting policies and procedures must be utilized to track incident costs.

- (c) Considerable assistance and resources from the Washington State Division of Emergency Management and the Federal Emergency Management Agency will be required.
- (d) Examples of a Class IV incident include major flooding, dam failure, major earthquake, volcanic eruption, or any other natural or manmade disaster.
- (5) Primary and Alternate Assembly Area – Normally, department members would report to the Anacortes Police Department. If the nature and scope of the disaster prevents that from occurring, the DCO will establish an alternative assembly area.
- (6) Equipment Distribution – The DCO will assign an equipment Officer, who will immediately assess the equipment needs of the situation and see that any equipment in addition to that issued to every Officer is distributed.
- (7) Depending on the nature and scope of the event the DCO will consider viable options including activation of special task forces as needed.
- (8) Key Personnel Designations
- (9) In the event of a Class II or greater unusual occurrence response, command responsibilities will be as follows:

C. Staff

- a. **Chief of Police:** Shall work with City of Anacortes officials and other government offices when necessary to determine the magnitude and degree of response to the incident.
- b. **Patrol Captain:** Shall be in general command of incident operations.
 - 1. Is responsible for direction, control, and coordination of law enforcement response.
 - 2. Shall report incident status to Chief.
- c. **Administrative Captain:** Shall be responsible to ensure communications links (telephone, radio, and computer) are adequate and remain uninterrupted during the incident.
 - 1. Is also responsible for scheduling, equipment procurement, obtaining meals and shelter for personnel.
 - 2. Shall establish an information control post to deal with rumors and other public inquiries, as well as official releases of information as directed. The information post may be coordinated with the Mayor's Offices during a large-scale event.
 - 3. Shall staff the City of Anacortes EOC.
 - 4. Shall report to the Chief
- D. **Patrol Sergeant:** Shall be responsible for ensuring normal police services to areas not affected by the emergency situation if possible and shall act as on-scene supervisor if necessary.
 - 1. Shall report to the Patrol Captain.

- E. **Detective Sergeant:** Shall be responsible for the investigative response, to include documentation (audio/video), intelligence gathering, crime scene, follow-up investigations and incident case reporting.
 - 1. Shall report to the Administrative Captain.
- F. **Records Manager:** Shall coordinate the activities of the records division in assisting with collection, correlation, and dissemination of written information as needed.
 - 1. Shall be responsible for the evacuation of records from the Police Department if necessary.
 - 2. Shall report to the Administrative Captain.
- G. The DCO will be responsible for requesting the required case number from the Department of Emergency Management on all events.

If the EOC is opened, the Administrative Captain or designee will ensure it is staffed with a representative from APD.

Transportation Requirements- The Officer in charge will immediately assess the transportation needs of the situation and take what action is necessary to secure the required transportation. If vehicles are procured specifically for the occurrence, they should be operated by only those persons qualified to do so.
- H. Management Control Measures.
 - 1. Depending on the nature of the mobilization and duration of manpower commitment, personnel may be temporarily reassigned.
 - 2. The DCO may restrict the type of calls that will be responded to by the Police Department in an emergency situation. Skagit 911 is responsible to keep the DCO and Patrol Sergeant aware of call load status. The DCO is responsible to decide when calls will be held and when normal operations will resume.
 - 3. The DCO will attempt to permit adequate and timely relief to personnel assigned to the mobilization.
- I. Rehearsals are to be conducted at least annually as determined by the Chief of Police. Table top exercises with supervisory staff will occur on a regular basis as well.

C. PUBLIC WORKS: WASTE WATER

High Wind Condition SOP – Main Plant and Pump Stations (S11)

High winds can cause power outages, fell trees and damage buildings. Operators should be aware of the hazards associated with working in high wind conditions and take measures to avoid injuries to personnel or damage to equipment.

When High Winds Are Predicted

The Supervisors will assign operators to do some or all of the following dependent on the severity of the anticipated storm.

- 1. Police the plant and pump station grounds for loose material that can be easily blown around causing damage or become a hazard to drivers or pedestrians.
- 2. Chock the wheels on dumpsters to prevent their movement in the wind.
- 3. Roll down and secure the lids on the waste oil containment bins.

4. Any empty 55 gallon drums or trash cans are to be tied down or moved inside for the duration of the event.
5. The gates on the RV dump site should be lashed in the open position during operating hours.
6. Check and top off (if necessary) the fuel tanks on all generators.
7. Stage the pump station #16 generator on site.
8. Hook the other generators to the trucks and ready to roll as needed.

If the predicted storm will arrive or continue to blow after normal working hours; the operations supervisor will.

1. Compile a list of operators interested in working the afterhours shifts.
2. Make a schedule of operators to work thru the storm. The schedule will adhere to the on-call and portable emergency generator policies as well as the manpower needs of the plant during the entire storm event.
3. Contact the operations division and obtain the afterhours contact person for the event in case there is a need to remove downed trees or other such emergencies.

During the event

1. Use extreme caution when opening doors and hatches. The wind may catch almost any object and have it act like a sail or slam the door / hatch shut. Stay out of the wind as much as possible.
2. Watch for blowing debris, falling trees and branches when out on the roadways.
3. If power is lost follow the power outage and portable generator SOPs. Monitor the plant and pump stations closely running generators to pump down pump stations as needed.
4. Report downed trees and road blockages to the main plant or supervisor so action can be taken to clear the problem.

At the end of the storm event

The Supervisors will assign operators to:

1. Retrieve and return the portable generators. Check the generator fuel tanks and top them off as needed.
2. Inspect all plant and pump station buildings and equipment for signs of wind caused damage. Report any damage found to a supervisor so an insurance claim may be made.

Responding to an Earthquake

When an earthquake strikes the Department of Emergency Management advises to "Drop, Cover and Hold." Drop and cover under a desk or sturdy table. Stay away from windows, bookcases, file cabinets and other objects that could fall. Hold onto the desk or table and if it moves, move with it. If outdoors, move to a clear area, away from trees, signs, buildings or downed electrical wires and poles. If driving, slowly pull over to the side of the road and stop. Avoid overpasses, power lines and other hazards. Stay in vehicle until the shaking stops.

After the earthquake; check yourself and those around you for injuries. Be prepared for aftershocks. A severe earthquake may necessitate the opening of the Emergency Operation Center. |

The wastewater treatment plant should take the following steps following an earthquake:

Action by:

Plant Manager

Action:

1. **Checks** on the welfare of all plant personnel. Injured people will be cared for as a first priority.
2. **Assigns** operators to investigate for damage starting with the main plant and outfall, then pump stations and force mains.

Main Plant Operator	3. Conducts a plant walkthrough noting equipment and structural damage.
Incinerator Operator	4. Reports findings to a supervisor.
	5. Shuts down the incinerator and conducts an incinerator walkthrough noting equipment and structural damage.
Lab Operator	6. Reports findings to a supervisor.
	7. Checks lab for equipment or structural damage and assists in cleanup of lab following chemical hygiene plan.
Supervisors	8. Reports any damage found to a supervisor
	9. Evaluate the damage reports and plan for system operation around problem areas.
	10. Assigns remaining operators into teams to check pump stations and force mains for signs of damage.
	11. Plans for equipment and manpower needed to keep the system running.
	12. Reports damage and measures needed to be taken to the Plant Manager and/or the EOC
Wastewater Team	13. Plan for work schedules to cover 24 hours/day until the emergency condition is declared ended. This includes assignments to aid other PW Depts.

TSUNAMI EVENT

The areas most likely to be affected by a tsunami event would be pump stations # 5 (San Juan Passage), #13 (Skyline Marina), #14 (Ferry Terminal), #8,-9-10 (lower sections of Cap Sante) and #4 (T Ave. near shore line). The map also shows the south fence line of the main plant could be within the reach of the surge area. There are many areas of the collection system and privately owned pump stations; such as the RV Park and the Cap Sante Marina, that could be flooded in the surge.

Another possible effect of an earthquake that is related to a tsunami event is a seiche, or a sloshing action of an enclosed body of water such as a lake or reservoir. This action can cause localized flooding and damage.

A. PUBLIC WORKS: WATER TREATMENT

EMERGENCY CONDITION: Flood

FLOOD WATCH: Potential for flooding exists.

FLOOD WARNING: Flooding is imminent or occurring.

WTP FLOOD WARNING ALARM 20 feet

FLOOD STAGE: CONCRETE 28 feet

WTP 24 feet

RIVERSIDE 28 feet

REVTMENT 33 feet

STAGE I RESPONSE
Check off as each step is completed.

DATE/TIME OF EMERGENCY: _____

OPERATOR ON DUTY: _____

1. ☐ Current weather conditions: _____
2. ☐ Current river elevation: Feet _____ Time _____
3. ☐ River elevation gain _____ Feet Per Hour
4. ☐ Weather predicted by NOAA? ☐ YES ☐ NO
 ☐ If YES, detail: _____
 ☐ Freezing or snow elevation predicted? ☐ YES ☐ NO
 ☐ If YES, detail: Feet _____ Date _____ Time _____
5. ☐ Weather predicted by County? ☐ YES ☐ NO
 ☐ If YES, detail: _____

- ☐ Contact name: _____ Contact time: _____
6. ☐ Notify Plant Manager or Designated Supervisor. Provide the above information.
7. ☐ Assess current plant conditions and adjust as needed for changing conditions.
8. ☐ Divert lagoon flows to decant pump at 20.0' maximum river elevation.
9. ☐ Increase lagoon monitoring, refer to Solids Handling Facility ERP #1
10. ☐ Monitor fax machine, local news, DEM, email and local emergency broadcast station (KBRC).
11. ☐ Increase monitoring of chlorine residuals, pH, turbidity, color, and reservoir levels. Notify SDO and Plant Manager if ANY process deviates outside of plant parameters.
12. ☐ Maintain adequate level in the finished water storage tank. DO NOT OVERFLOW.
13. ☐ Monitor yard pumps, including status lights for proper operation of pumps.
14. ☐ Increase screen wash cycles at the intake station.
15. ☐ Implement inclement weather policy for reservoir operation at river elevation 24 feet.
16. ☐ Do not allow filter backwashes to stack up, take as soon as finished water storage tank level permits.

STAGE II RESPONSE
To be completed by Plant Manager or Designated Supervisor.

1. ☐ Determine if additional plant personnel are immediately required.

2. ☐ Call Skagit County Surface Water Management, 360-336-9400, for update.

Contact Name: _____

Contact Time: _____

County Update: _____

3. ☐ Determine if shift operators should be put on standby.

4. ☐ Determine if plant operations require two operators per shift.

OPERATORS ON DUTY	
A SHIFT 0630 TO 1830	B SHIFT 1830 TO 0630

5. ☐ Notify Public Works Director and Mayor of flood alert, current conditions, and predictions.
6. ☐ Coordinate with NAS Whidbey, City of Oak Harbor, and City of Anacortes Operations Department. Put on standby notice when river level at the plant reaches **24 feet**.
7. ☐ Check chemical inventories; order additional chemicals (road conditions permitting).

**STAGE III RESPONSE
FLOOD IMMINENT**

1. ☐ Call out support personnel for sandbagging operation at a **maximum** river elevation of 28 feet.
- ☐ As required, at a maximum of 30 feet, coordinate Riverbend Road closure with Dike District #17, Daryl Hamburg 360-708-7670, and Skagit County Public Works, 360-336-9400.
- ☐ Contact City operations division; request backhoes, dump trucks, flatbed trailers, portable pumps, portable emergency generators, etc., and additional personnel to respond to the treatment plant, if needed.

2. ☐ Increase at intake station monitoring to include wing wall and equipment (2 people minimum).
3. ☐ Contact Red Cross at the Skagit County EOC to set up food delivery schedule.
4. ☐ Contact emergency supply vendors, order additional sand, sandbags, portable toilets as needed.
5. ☐ Secure all terrain forklifts (on standby reserve, if possible from local rental agencies).
6. ☐ Implement two operators per shift operation of plant and intake as needed.
7. ☐ Notify major customers of situation, place them on standby for possible emergency plant shutdown or limited draw.
8. ☐ Update Public Works Director and Mayor of situation.
9. ☐ Issue request to Skagit County EOC for any additional resources required
10. ☐ Remove all personal vehicles to a secure designated staging area.
11. ☐ Keep spare portable radio batteries fully charged.
12. ☐ Notify Department of Health of possible plant shutdown due to flooding (if needed).

**STAGE IV RESPONSE
DIKE FAILURE IMMINENT**

PROBABLE EMERGENCY PLANT SHUTDOWN AND PERSONNEL EVACUATION

1. ☐ Notify the following of plant shutdown and evacuation:
 - A. Public Works Director and Mayor
 - B. All major customers
 - C. Puget Sound Energy
 - D. Department of Health
 - E. Family members of employees
2. ☐ Move all equipment, tools and spare parts possible from the lower floor of the high service pump station to higher ground. Sandbag all downstairs doors, windows and vents.
3. ☐ Assemble all civilian and military personnel in parking lot in front of the admin building.

Ask for volunteers only to stay and continue the flood fight.

Designate operator or foreman as guide to lead all non-essential personnel out of the area, if evacuating by foot or vehicle

If evacuation by foot or vehicle is not possible, contact Skagit County Department of Emergency Management (DEM) or the Navy and arrange for evacuation by air.
4. ☐ If plant shutdown is required, notify major customers to stop draw from system.
5. ☐ Complete plant shutdown; have City crew isolate 3 MG reservoir and implement their conservation plan.
6. ☐ Isolate 115kV transformer from Puget Sound Energy supply.

7. ☐ Assemble ALL remaining personnel in plant operations room.
8. ☐ After a final inspection of the facility, evacuate the facility together as a group. The Plant Manager will be the last one out of the area, ensuring that all personnel are clear of the area. Evacuation will be by vehicles (road condition permitting) or by foot, air or water.

STAGE V RESPONSE

1. ☐ Total all purchase orders used during flood.
2. ☐ Total all overtime hours and expenses.
3. ☐ Complete a damage assessment form.
4. ☐ Request and complete a FEMA application.
5. ☐ Schedule repairs for any portion of plant or intake damaged due to flooding.
6. ☐ Return any items that were rented for flood emergency.
7. ☐ Restock spare parts inventories.
8. ☐ Restock food supply.
9. ☐ Begin cleanup of plant perimeter. Dispose of sandbags.
10. ☐ Update Public Works Maintenance program.
11. ☐ Update Public Works Director and Mayor on status of repairs. (If any)
12. ☐ Archive any pictures or articles from newspaper in plant history file.

POSTMORTEM

1. ☐ Review Emergency Response Plan. Make changes as needed to improve the efficiency of the plan.
2. ☐ Print and review updates before adoption.

B. FIRE DEPARTMENT EMERGENCY ACTION PLAN

The Anacortes Fire Department is committed to preparing for natural or human-created emergency incidents and providing for the safety of its members and visitors.

- 1) The Fire Chief will develop and maintain an EAP to provide for the safety of department members in the event of an emergency. The EAP will address the specific requirements contained in WAC 296-24-567, and will address all building, facilities and regular places of work that are controlled by the Department. The plan also will address actions that members of the Department must take to ensure their safety from fire and other emergencies.
 - a) The EAP shall be in writing and at a minimum shall include:
 - (1) Emergency escape procedures and emergency escape route assignments.
 - (2) Procedures to be followed by members who operate critical plant operations before

- they evacuate.
- 2) Procedures to account for all members after an emergency evacuation has been completed.
 - 3) Rescue and medical duties.
 - 4) The preferred means of reporting fires and other emergencies.
 - 5) Names or regular job titles of persons or departments that can be contacted for further information or an explanation of duties under the plan.
 - 6) An alarm system to notify members in the event of a fire or other emergency situation
(WAC 296-800-310).
 - 7) The types of evacuations to be used in emergency circumstances. The written plan shall be kept at the workplace and made available for member review.

EVACUATION-FIRE PREVENTION PLAN-SHELTER IN PLACE PROCEDURES

In the event of a fire or gas leak emergency within the fire station facilities, the following procedures shall be observed:

- 1) Employees shall immediately notify 911 or use a radio to contact the dispatcher of the emergency and call for appropriate resources based on response plans.
- 2) Employees shall be trained on the use of fire extinguishers. If the fire is small, employees are expected to deploy a fire extinguisher prior to evacuating the building. If the fire cannot be easily extinguished by a hand held fire extinguisher, then trained employees shall empty the apparatus bay of firefighting apparatus and equipment and effect an initial attack which will first require support of the automatic sprinkler system, if present.
- 3) Once an evacuation has been initiated, the employee meeting place will be designated at the frontage street sidewalk. The senior employee or Lieutenant shall take an accounting of all employees and visitors present in the building at the time of the incident.
- 4) As soon as practical, the Duty Chief shall be notified first, and then the Fire Chief.
- 5) In the event of a chemical, biological, or radioactive release where there is insufficient time to evacuate to a safe location. Employees shall follow the procedures below to ensure their safety, or the safety of visitors. If there are customers, clients, or visitors in the building, provide for their safety by asking them to stay – not leave. Direct employees, customers, clients, and visitors to call their emergency contact to let them know where they are and that they are safe. Lock exterior doors and close windows, window shades, blinds, or curtains, air vents, and dampers. Turn off all fans, heating and air conditioning systems, and clothes dryers. Gather essential disaster supplies, such as nonperishable food, bottled water, battery powered radios, first-aid supplies, flashlights, batteries, duct tape, plastic sheeting, and plastic garbage bags. Select interior room(s) above the ground floor, with the fewest windows or vents. The room(s) should have adequate space for everyone to be able to sit. Avoid overcrowding by selecting several rooms if necessary.
- 6) Take your emergency supplies and go into the room you have designated. Seal all windows, doors, and vents with plastic sheeting and duct tape or anything else you have on hand. Each piece should be several inches larger than the space you want to cover so that it lies flat against the wall or ceiling.
- 7) Conduct PAR Personnel Accountability Report.
- 8) Listen to the radio, television, or use the Internet for further instructions until you are told all is safe or to evacuate.
- 9) As soon as practical, the Duty Chief shall be notified first, and then the Fire Chief.

EARTHQUAKE/DISASTER PROCEDURES - STATION OFFICERS

In the event of a significant earthquake or major disaster employees, volunteers, and visitors

are expected to

- (1) "Drop, Cover, Hold" for at least one minute.
- (2) Assess safety of coworkers and or visitors.
- (3) Immediately move apparatus away from within the station to a staging area safe from falling debris and power lines.
- (4) Assess structural damage and determine if utilities need to be shut off.
- (5) The Station Officer shall self-dispatch to perform an immediate damage assessment of the critical infrastructure in pre-designated station routes

PROCEDURES:

Phase I: Anacortes Police and Fire Departments will conduct a rapid survey of the critical infrastructure within their pre-assigned locations. This will be conducted on CIKR Chart Form and transmitted to the City EOC. Units shall conduct assignment with lights on and occasional siren use with the intent of not being stopped by bystanders. If during the survey an immediate life safety situation is discovered, the Officer should stop and render assistance. After the rapid survey, units will return to the Fire Station to be assigned to highest priority incidents.

Phase II: Pre-designated CERT and CP members will conduct survey for life safety, property conservation, and environmental issues on the "Immediate Damage Reports." Once the predesignated survey areas are complete, the forms and information will be transmitted to the City EOC. The information may be transmitted by hand delivery to EOC and/or local Fire Station. The information may be also give to a local HAM radio operator in contact with the EOC, and then transmitted over short band to the EOC. Attached area maps and forms are attached.

Phase III: Members of the Building Safety Evaluation Team (BSET) will utilize the immediate damage assessment reports and begin a more thorough evaluation of structural issues, loss estimates and report any other immediate concerns discovered to the EOC.

201.3.3 EARTHQUAKE/DISASTER PROCEDURES - DUTY CHIEF

In the event of a significant earthquake or major disaster, the Duty Chief is expected to:

- a) Account for personnel and injuries
- b) Receive damage assessment reports from Station Officers
- c) Ensure Apparatus is moved to safe location in earthquake scenario
- d) Active General Alarm for Emergency Standby
- e) Determine capability and limitations
- f) Report to EOC if senior Chief Officer is unavailable Assign Main Station Officer to FD Operations
- g) Assess 911 Service
- h) Assess hospital capability
- i) Observe other duties as time permits:
- j) Evaluate the need for additional personnel, equipment and call for mutual aid
- k) Coordinate Base locations for outside resources
- l) Liaison with outside agencies
- m) Keep FD Operations, Mayor, and EOC director informed of changes
- n) Provide accurate and updated information for the City PIO
- o) Assist with delivery of emergency information to the public
- p) Assist law enforcement with evacuation.
- q) Establish and coordinate triage center staffing
- r) Conduct light search and rescue operations

TRAINING

The Department will provide state-mandated training supporting the EAP and FPP to all members

and also to those persons who become members at the time they are assigned to the facility, as described in the Emergency Action Plan and Fire Prevention Plan Training Policy (WAC 296-24-567).







Plan Objectives

- Reduce the loss of life and minimize property damage and loss.
- Execute a successful Order of Succession with accompanying authorities in the event a disruption renders City of Anacortes leadership unable, unavailable, or incapable of assuming and performing their authorities and responsibilities of the office.
- Reduce or mitigate disruptions to operations.
- Ensure that the City of Anacortes has facilities where it can continue to perform its mission essential functions, as appropriate, during a continuity event.
- Protect essential facilities, equipment, records, and other assets, in the event of a disruption.
- Achieve a timely and orderly recovery and reconstitution from an emergency.

Emergency Operation Plan

- Comprehensive framework
- Addresses Roles and Responsibilities of government organizations
- Describes interrelationships with other levels of government

Emergency Operation Plan Development

- FEMA template
- Reviewed by staff
- Outside review by Skagit Dept. of Emergency Mgt., Skagit 911, and CERT Volunteer Brock Ward
- Public Safety Committee
- Personnel Committee

Emergency Operation Plan Describes

Emergency Operation Center activation process

Levels of activation

- Phase I Alert/Watch
- Phase II Limited Operation
- Phase III Full Operation

Elected and staff responsibilities

Natural Hazards Mitigation Plan (vulnerability assessment)

Emergency Operation Plan is a living document

- It does not provide a formula for every situation
- Addresses the areas that have been identified to have the highest risk

City Objectives

- It does not provide a formula for every situation
- Addresses the areas that have been identified to have the highest risk



Next steps

Incorporate City Council Feedback
Bring document back for adoption



City Council Agenda Bill

Meeting Date: 5/23/2016

Agenda Item: 7c

Subject: Contract Award to Furnish & Install Traveling Screens at WTP Intake Pump Station

Staff Contact: Fred Buckenmeyer

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: City staff seeks authorization to award a contract to Tiger Construction, Ltd. in the amount of \$263,655.00 to furnish and install 2 traveling screens at the WTP Intake Pump Station. The existing screens which were installed in 1969 are showing signs of failure.

Background: On April 20, 2016, City staff issued an Invitation to Bid to Furnish & Install Traveling Screens at the WTP Intake Pump Station. The engineer's estimate is \$300,000. The results received at the May 17, 2016 Bid Opening were as follows:

Contractor	Bid Amount
Evoqua Water Technologies	\$353,916.15
McClure and Sons, Inc.	\$355,731.36
Prospect Construction, Inc.	\$385,661.08
Tiger Construction, Ltd.	\$263,655.00
Award Construction, Inc.	\$292,950.00

Budget Impact	
Amount Budgeted	\$300,000
Budget Account (BARS)	401.730.534.20.48
Proposed Expenditure	\$263,655
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Tiger Construction Ltd
Amount	\$263,655
Start Date	Upon fully-execution
End Date	90 calendar days

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move City Council authorize contract award to Tiger Construction in the amount of \$263,655 to furnish and install 2 traveling screens at the WTP Intake Pump Station.

Alternative Actions: N/A

Attachments (listed in order presented): Contract



CONTRACT 16-042-WTR-001

THIS CONTRACT is by and between The City of Anacortes, a Municipal Corporation, hereinafter called OWNER, and **Tiger Construction, Ltd.**, hereinafter called CONTRACTOR. OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Invitation for Bid (IFB) 16-042-WTR-001 entitled "Furnish and Install Traveling Screens @ Water Treatment Plant (WTP) intake Pump Station" (Project) dated 20 April 2016.

Article 2. PROJECT

The Work under this Project is generally described as follows:

The CONTRACTOR shall provide all necessary labor, tools, materials, equipment and services required to furnish and install two (2) traveling screens to treat the raw water pumped from the Skagit River to the City's WTP. The Work will be performed entirely within the existing Intake Pump Station located at 1430 Avon Allen Road, Mount Vernon, WA 98273. One side of the intake chambers can be isolated, drained and cleaned to provide access and removal of one traveling screen at a time with no interruption to WTP service. Once the old screen is removed, the CONTRACTOR shall install its replacement screen. The Work under this Contract is detailed in Section 01010 Summary of Work and Contract Considerations as provided under above-referenced IFB.

Article 3. ENGINEER

For purposes of this Project, Mr. Jeff Marrs, WTP Manager, is designated the responsibility to act as the OWNER's representative and has the rights and authority assigned to ENGINEER under the Contract. Mr. Marrs may be reached at (360) 428-1598 or (360) 661-1390 (cell).

Article 4. CONTRACT TIMES

4.1. Time of the Essence.

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2. Days to Achieve Substantial Completion and Final Payment.

The Work will be substantially completed within **90** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **30** calendar days following Substantial Completion.

4.3. Liquidated Damages.

OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.2. above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and loss suffered by the OWNER are difficult and impractical to ascertain. Accordingly, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER liquidated damages, as calculated by the formula below for each day that expires after the time specified in Paragraph 4.2. for Substantial Completion until the Work is substantially complete.

Accordingly, the CONTRACTOR agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for physical completion, and
2. To authorize the ENGINEER to deduct these liquidated damages from any money due or coming to the CONTRACTOR.

LIQUIDATED DAMAGES FORMUA

$$LD = \frac{0.15C}{T}$$

where: LD = liquidated damages per working day (rounded to the nearest dollar)

C = original contract amount

T = original time for physical completion

When the contract work has progressed to the extent that the OWNER has full use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total contract, the ENGINEER may determine the contract work is substantially complete. The ENGINEER will notify the CONTRACTOR in writing of the substantial completion date. For overruns in contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in contract time occurring after the substantial completion date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual physical completion date of all the contract work. The CONTRACTOR shall complete the remaining work as promptly as possible. Upon request by the OWNER, the CONTRACTOR shall furnish a written schedule for completing the physical work on the contract. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the CONTRACTOR from further obligations and liabilities to complete the entire contract.

Article 5. CONTRACT PRICE

- 5.1. The total contract price is **Two Hundred Sixty-Three Thousand Six Hundred Fifty-Five Dollars (\$263,655.00)**. The CONTRACTOR's bid schedule is incorporated by reference and attached hereto as Exhibit A.

Article 6. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

- 6.1. Progress Payments; Retainage. OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, during construction as provided in Paragraphs 6.1.1 and 6.1.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.07A. of the General Conditions (and in the case of Unit Price Work based on the number of units completed).

Pursuant to RCW 60.28.010, the OWNER will retain five percent of all progress payments as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor, or materialman who performs any labor upon the contract or work hereunder, and all persons who shall

supply such person or persons or subcontractors with provisions and supplies for carrying on such work, and the State of Washington with respect to taxes imposed pursuant to Title 82 RCW which may be due from such CONTRACTOR. In the event that during the performance of the Contract and prior to the expiration of the claim period as provided in Chapter 60.28 RCW, the amount retained is reduced to any amount below five percent, then the OWNER shall retain additional sums from monies earned by the CONTRACTOR so as to maintain at all times a five percent retained trust fund, unless otherwise reduced or excused by provisions of Chapter 60.28 RCW.

Monies reserved under provisions of Chapter 60.28.011(4) RCW shall be retained in a fund by the OWNER and not subject to withdrawal until after final acceptance of all WORK, or a portion thereof as may be approved by the OWNER.

- 6.2. Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07.B. of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Paragraph 14.07.B.

Payment of Retainage to comply with Chapter 60.28 RCW.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has thoroughly examined and carefully studied the Contract Documents (including the Addenda listed in Article 9.) and the other related data identified in the Bidding Documents.
- 7.2 CONTRACTOR acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- 7.3 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.4 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 7.5 CONTRACTOR has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data which may affect cost, progress, or

performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- 7.6 CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies in the Contract Documents and the written resolution thereof by ENGINEER through issued addendum or addenda is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. When said conflicts, etc., have not been resolved through interpretation or clarification by ENGINEER, because of insufficient time or otherwise, CONTRACTOR has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost; and said greater cost is included in the Contract Price.
- 7.9 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Execution of this Agreement by CONTRACTOR is a recognition that the Contract Documents are sufficient to have enabled the CONTRACTOR to determine the Costs of the Work, to enter into this Agreement, and to accomplish the Work for an amount not in excess of the Contract Price within the Contract Time provided for in the Contract Documents. THE FAILURE OF THE CONTRACTOR FULLY TO ACQUAINT ITSELF WITH ANY PROVISION OF THE CONTRACT DOCUMENTS OR OTHER MATTER SHALL NOT IN ANY WAY RELIEVE IT FROM THE RESPONSIBILITY FOR PERFORMING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND FOR THE CONTRACT PRICE AND WITHIN THE CONTRACT TIME PROVIDED FOR IN THE CONTRACT DOCUMENTS.

- 7.10 CONTRACTOR warrants the new Work installed under this Contract for a period of one (1) year from OWNER's final acceptance as specified under 14.06 Final Inspection as cited under Standard General Provisions. Said one (1) year warranty includes all labor and materials which shall be provided by the Contractor. In addition, the Contractor shall obtain and submit to the OWNER any necessary documentation to secure any extended manufacturer's warranty and warranty terms.

Article 8. CONTRACT DOCUMENTS

8.1. Contents.

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR concerning the Work consist of the following:

- a. This Contract.
- b. Performance, Payment, and other Bonds.
- c. Notice to Proceed.
- d. General Conditions.
- e. Supplementary Conditions.
- f. Specifications as listed in Table of Contents of the Bidding and Construction Documents.
- g. Addenda numbers 1 to 2, +inclusive.
- h. CONTRACTOR's Bid.
- i. The following which may be delivered or issued after the Effective Date of the Contract and are not attached thereto:
 - 1) All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Paragraph 3.04 of the General Conditions.
 - 2) There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.04. of the General Conditions.

Article 9. MISCELLANEOUS

9.1 Terms.

Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. Assignment of Contract.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. Successors and Assigns.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4. Severability.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in triplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Contract will be effective on _____, 2016 which is the Effective Date of the Agreement).

CITY OF ANACORTES

By: _____
Laurie Gere, Mayor

Date: _____

TIGER CONSTRUCTION, LTD:

By: _____

Print Name: _____

Title: _____

Date: _____

Corporate Seal of Contractor

Countersigned

this _____ day of _____, 2016.

CONTRACT 16-042-WTR-001
EXHIBIT A

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SECTION 00300
PROPOSAL

THE UNDERSIGNED BIDDER PROPOSES TO FURNISH ALL NECESSARY LABOR, TOOLS, MATERIALS, EQUIPMENT AND SERVICES REQUIRED TO FURNISH AND INSTALL TRAVELING SCREENS AT WTP INTAKE PUMP STATION ("PROJECT") FOR THE CITY OF ANACORTES, ALL IN ACCORDANCE WITH THIS PROPOSAL AND WITH THE SPECIFICATIONS.

Name of BIDDER Tiger Construction, Ltd.

Street Address 6280 Everson Goshen Rd.

City/Zip Code Everson, WA 98247

Telephone No. 360-966-7252

Fax No. 360-966-2506

E-Mail Brady@tigerconstruction.us

Contractor's State License No. TIGERCL121MA

Contractor's State Tax Registration No. 601-090-108

To: City of Anacortes

Gentlemen:

This proposal is submitted as an offer by the undersigned to enter into the Contract with the City of Anacortes, hereinafter referred to as OWNER, for furnishing of materials, labor, tools, equipment and services required for construction of the Project which is described in all sections of this Invitation for Bid ("Proposal") which are a part hereof with the same force and effect as though they were attached hereto. This offer is conditioned on the following declarations as to the acts, intentions and understanding of the undersigned and the agreement of the OWNER to the terms and prices herein submitted.

Prices for this Proposal are listed in the enclosed schedule. The BIDDER shall complete all bid items.

1. All of the specifications, in particular Section 01010 Summary of Work and Contract Considerations, have been examined by the undersigned, and their terms and conditions are hereby accepted.
2. It is understood that the Specifications may be supplemented by additional plans and/or specifications and it is agreed that such supplemental documentation, when not in conflict with those referred to in paragraph one (1) above, will have the same force and effect as if completed and attached hereto and that when received they will be considered a part of the Contract documents.

CONTRACT 16-042-WTR-001
EXHIBIT A

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3. It is understood that all the work will be performed under a lump sum or unit price and that for said lump sum or unit price, all services, materials, labor, equipment and all work necessary to complete the Project in accordance with the Specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the Contract submitted herein are approximate only and payment shall be made on the unit prices named for the actual quantities incorporated in the completed work. Actual quantities may vary significantly from those appearing in the price schedule. If there shall be an increase in the amount of the work covered by the lump sum price, it shall be computed on a basis of "extra work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the OWNER. Furthermore, it is understood that any estimate with respect to time, materials, equipment or service which may appear on the Plans or in the Specifications, is for the sole purpose of assisting the undersigned in checking his own independent calculations and at no time shall the undersigned attempt to hold the OWNER, the ENGINEER or any other person, firm or corporation, responsible for any errors or omissions that may appear in any estimate.
4. The undersigned will furnish the bonds required by the Specifications and comply with all the laws of the Federal Government, State of Washington and the OWNER which are pertinent to construction contracts of this nature even though such laws or municipal ordinances may not have been quoted or referred to in these Specifications.
5. The cash, certified check or bid bond accompanying this proposal shall be forfeited to the OWNER to the extent of 5 percent of the amount of the bid in case this proposal is accepted by the OWNER and the undersigned shall fail or refuse to execute the Contract and furnish the bonds as required by the Specifications within the time limit named therein after notification that said proposal and the Plans and Specifications which are a part hereof have been accepted, all in accordance with the provisions of this proposal.
6. It is understood that a unit or lump sum price must be provided for each item of each schedule. The extensions in the column headed "Total Price" are made for the sole purpose of facilitating comparison of the bids. If there are any discrepancies between the unit or lump sum price and the extensions, the unit or lump sum price shall govern. The undersigned acknowledges that he has filled out all required forms in their entirety and accepts the sole responsibility for their accuracy and completion.
7. The undersigned agrees that the "Time of Completion" shall be as herein defined in the Contract.

CONTRACT 16-042-WTR-001
EXHIBIT A

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8. Bidder accepts the provisions of Section 00500 - Contract as to liquidated damages in the event of failure to complete work on time.
9. The undersigned proposes to furnish all labor, materials, equipment and services for the above listed lump sum or unit prices as applicable. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance and all other incidental expenses, including use taxes, to cover the finished work of the several kinds called for.
10. The undersigned, as BIDDER, acknowledges that Addenda Numbers 1 to 2 have been delivered to him and have been examined as part of the Contract documents.

Tiger Construction, Ltd.
(Firm Name of BIDDER)

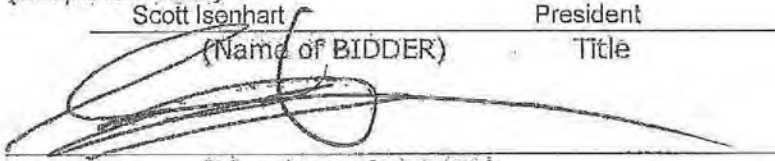
(Corporate Seal)

Scott Isenhart

President

(Name of BIDDER)

Title



(Signature of BIDDER)

Washington

(State of Incorporation, if incorporated)

Dated this 17th day of May, 2016.

- NOTE:
1. If the BIDDER is a co-partnership, so state, giving firm name under which business is transacted.
 2. If the BIDDER is a corporation, this proposal must be executed by its duly authorized officials.

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EXHIBIT A

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SCHEDULE
FOR
CITY OF ANACORTES
FURNISH AND INSTALL TWO TRAVELING SCREENS
AT
WTP INTAKE PUMP STATION

Item No.	Description	Qty	Unit Price	Total Price
1	Furnish & Install Traveling Screens at WTP Intake Pump Station per Invitation to Bid 16-042-WTR-001 dated April 12, 2106	LS	\$ <u>243,000</u>	\$ <u>243,000</u>
			SUBTOTAL	\$ <u>243,000</u>
			Sales Tax @ 8.5%	\$ <u>20,655</u>
			TOTAL	\$ <u>263,655</u>

END OF SECTION



CITY OF ANACORTES PUBLIC WORKS
"ESSENTIAL SERVICES FOR OUR COMMUNITY"

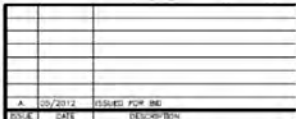




CITY OF ANACORTES PUBLIC WORKS
"ESSENTIAL SERVICES FOR OUR COMMUNITY"



Traveling screens



**ISSUED
FOR BID**



FILENAME	COB-02.dwg
SCALE	NTS

00X-02



City Council Agenda Bill

Meeting Date: 5/23/2016

Agenda Item: 7(d)

Subject: Resolution to Waive Competitive Bidding Requirement for Outfall Project

Staff Contact: Matt Reynolds, Darcy Swetnam

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

Action Type	
	Ordinance No.
	Code Revision?
x	Resolution No. 1960
	Contract
	Public Hearing
	Staff Report

Summary Statement: Staff requests that Council approve waiving the competitive bidding requirements in awarding the contract for the Wastewater Treatment Plant outfall replacement based on a statutory exemption for improving pollution control facilities and the complexity of the project and unknown condition of the existing structure.

Background:

Cities generally have to follow competitive bidding requirements for public works projects over a certain price unless one of several exemptions provided by Washington statutes applies. One such exemption is found in RCW 70.95A.090, which allows cities to use their sole discretion in selecting contractors to construct, reconstruct, or improve pollution control facilities. Additionally, this project takes place in a very complex marine environment and the condition of the existing structure is unknown. Therefore Public Works staff feel it is important to select a contractor who has the skills to be able to work through the project.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered:

Recommended Motion: I move we adopt Resolution 1960.

Alternative Actions: Require competitive bidding procedures in awarding the contract.

Attachments (listed in order presented): Proposed Resolution 1960

RESOLUTION NO. 1960

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, Washington relating to public works; authorizing the reconstruction and improvement of the City Wastewater Treatment Plant Outfall without following competitive bidding requirements in awarding the contract.

WHEREAS, the City is planning to replace a portion of the Wastewater Treatment Plant outfall pipe, by which treated effluent is discharged into the Guemes Channel. The pipe to be replaced is located on wood pilings under approximately ten feet of backfill and located under water in a marine environment that is tidally influenced and adjacent to active shipping lanes and an active shipping facility. The exact condition of the pipe cannot be determined until construction begins; and

WHEREAS, Section 70.95A.090 of the Revised Code of Washington provides a broad competitive bidding exemption for pollution control facilities improved by Cities; and

WHEREAS, Section 70.95A.020 defines pollution as “any form of environmental pollution, including but not limited to water pollution, air pollution, land pollution, solid waste disposal, thermal pollution, radiation contamination, or noise pollution,”; and

WHEREAS, Section 70.95A.020 defines pollution control facility to include “any land, building, structure, machinery, system, fixture, appurtenance, equipment or any combination thereof, or any interest therein...to be used...in furtherance of the purpose of abating, controlling, or preventing pollution,”; and

WHEREAS, the City desires to use its sole discretion to select a contractor with the specific skills and qualifications to complete the project due to the unknown condition of the existing outfall and supports, the complexity of the marine environment, and the technical difficulties of the project, which is inconsistent with the competitive bidding requirements under Washington law.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that

1. The City Wastewater Treatment Plant and its related equipment, including the outfall to be improved with the Wastewater Treatment Plant outfall replacement project, are consistent with the definition of a pollution control facility in Section 70.95A.020 RCW.
2. The exemption from competitive bidding requirements for pollution control facilities provided by Section 70.95A.090 RCW applies to the improvement of the Wastewater Treatment Plant outfall replacement project.

3. The technical challenges of the project, unknown condition of the existing structure, and the complexity of the marine environment in which the work will take place require specific skills and qualifications for the contractor to complete the project.
4. Therefore the City Council of the City of Anacortes, Washington hereby waives competitive bidding requirements for awarding the contract in the Wastewater Treatment Plant outfall replacement project.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this ____ day of _____, 2016.

LAURIE M. GERE, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steve D. Hoglund, City Clerk Treasurer



City of Anacortes Public Works
"Essential Services for our Community"



CITY OF ANACORTES WASTEWATER OUTFALL REPAIR



Recommended Action

To Adopt Resolution No. 1960 authorizing the reconstruction and improvement of the City Wastewater Treatment Plant Outfall Without Following Competitive Bidding Requirements in Awarding The Contract



City of Anacortes Public Works

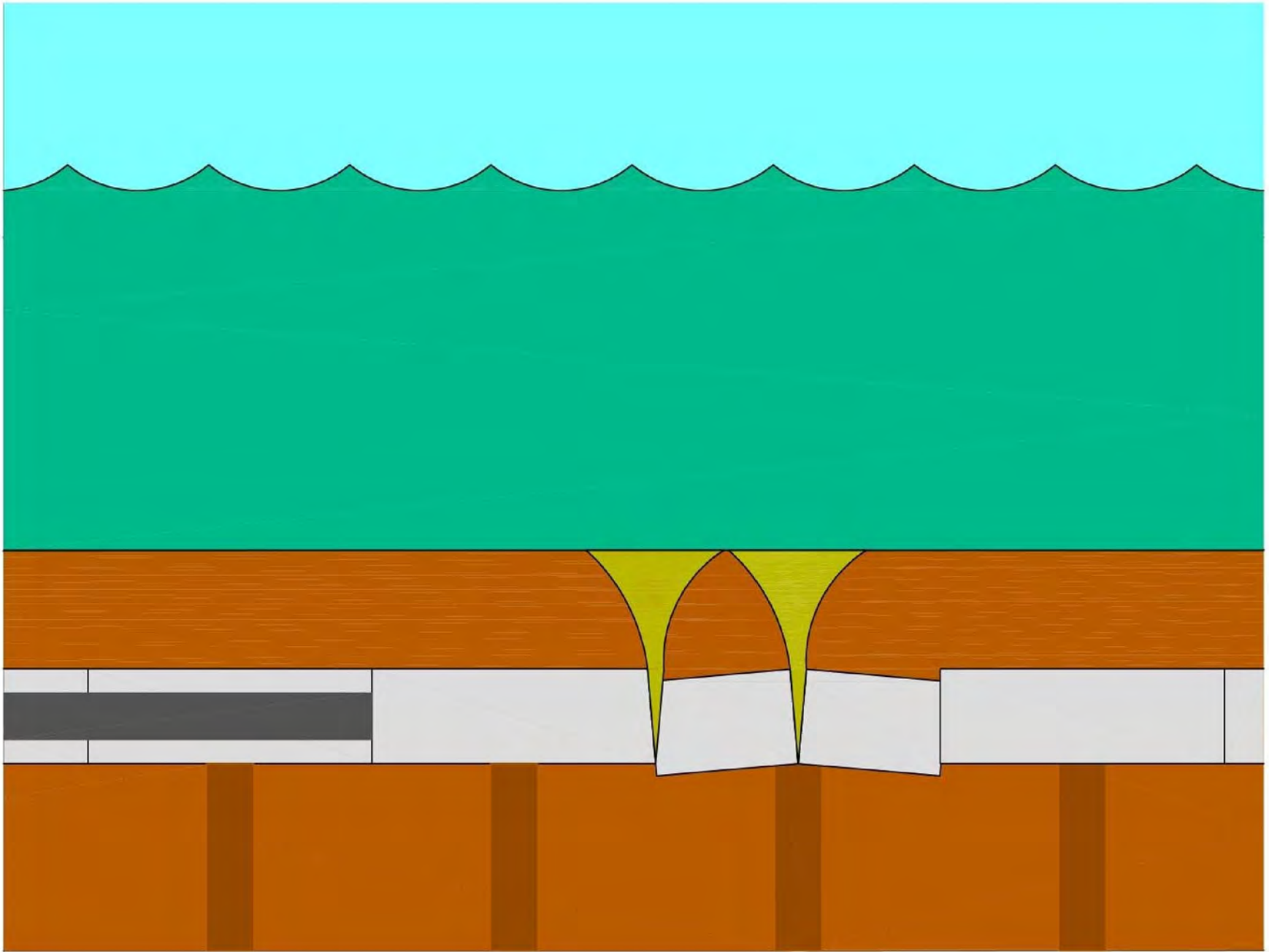
"Essential Services for our Community"





Outfall Details

- Construction Circa 1954
- In Easement Obtained in 1954, Prior to POA Ownership
- Pipe in Very Poor Condition
- Buried Approximately 10 feet
- Water Depth Varies from Approximately 10 to 30+ feet
- Located Adjacent to Active Shipping Terminal
- Located in Guemes Channel, Tidally Influenced
- Different Pipe Material Exist
- WWTP and Outfall Operate 24/7





City of Anacortes Public Works

"Essential Services for our Community"





Project Details

- Replace Existing Concrete Pipe with HDPE
- Construction Method Undefined
- Many Unknowns
- Plans and Specifications Problematic to Prepare
- Uncertainties May Result in Non-Uniform Bids if Competitive Bid
 - Risk May Lead to High Bids
 - Low Bidder May Try to Rely on Change Orders
- Bring Contractor On Early to Assist In Methodology Development
- Contractor On Design Team Reduces Risk



This page provides a basic overview of competitive bidding exemptions for local governments in Washington State, including emergencies, sole source purchases, special market conditions, and other situations. It is part of MRSC's series on [Purchasing and Contracting](#).

Overview

Washington statutes provide exemptions from competitive bidding in a number of situations, meaning that local governments do not have to follow the normal competitive processes.

Some of these exemptions apply broadly to almost all local government agencies, while others apply more narrowly.

To see your agency's possible exemptions for a particular type of contract, use MRSC's [Find Your Contracting Requirements](#) tool.



Pollution Control Facilities: Cities, Counties, Ports

RCW 70.95A.090 provides a broad competitive bidding exemption for pollution control facilities constructed or improved by cities, towns, counties, or port districts. It states:

[Pollution control] facilities shall be constructed, reconstructed, and improved ... in the manner determined by the governing body in its sole discretion and any requirement of competitive bidding, lease performance bonds or other restriction on the procedure for the award of contracts for such purpose ... is not applicable."

RCW 70.95A.020 defines pollution broadly to include "any form of environmental pollution, including but not limited to water pollution, air pollution, land pollution, solid waste disposal, thermal pollution, radiation contamination, or noise pollution."

It also defines facility as "any land, building, structure, machinery, system, fixture, appurtenance, equipment or any combination thereof, or any interest therein ... to be used ... in furtherance of the purpose of abating, controlling, or preventing pollution."



City of Anacortes Public Works

"Essential Services for our Community"



- There is a benefit in terms of controlling costs to have the people who are going to do the work involved with the design development
- RCW 70.95A.090 allows the City to contract the construction without competitive/low bidder process
- Staff Recommends the approval of Resolution 1960 waiving competitive bidding requirements



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning June 6, 2016

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.

June 6, 2016

- Open Record Public Hearing, SPL-2015-0006, 38th Street Short Plat, Appeal of Administrative Decision (Discussion/Possible Action)
- Public Meeting: Proposed Water Use Efficiency Goal (WUE) (Discussion/Possible Action)
- Anacortes Railway Presentation (Discussion)
- Solar Grant Update (Discussion)
- Storm Water Utility: Rate Evaluation (Discussion/Possible Action)

June 13, 2016

Special Meeting: 2016-2017 Budget Open House, 4:30-5:30, City Council Chambers

- WSDOT 2017 SR 20 Spur Overlay Project Presentation (Discussion)

June 14, 2016

Special Meeting: 2016-2017 Budget Planning Session, 4:00-8:00 p.m., City Council Chambers

June 20, 2016

- Public Hearing: 2016 Comprehensive Plan Update

June 27, 2016

July 5, 2016

Special Meeting: 4:00 PM Site Visit, Haddon Road Plat & PUD (East of Whistle Lake Road)

- Closed Record Public Hearing, PUD-2016-1001, Haddon Road 13 Lot Plat & PUD
- 2016 Comprehensive Plan Update: Final Review/Draft Ordinance

July 11, 2016

July 18, 2016

- Ordinance ____: Adopting 2016 Comprehensive Plan

July 25, 2016

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, May 23, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
- Finance, Wednesday, May 25, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Housing Affordability and Community Services, Thursday, Jun 2, 2016, 1:30 PM, Main Floor
- Public Works, Monday, Jun 6, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
- Finance, Wednesday, Jun 8, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Planning, Monday, Jun 13, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)