

- Meetings may be viewed on the [City of Anacortes website](#), on the City of Anacortes [YouTube Channel](#), or on TV [Channel 10](#).
- The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to cityclerk@anacorteswa.gov or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received by the [City Clerk](#) prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
- Complete guidelines for virtual participation in Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

October 13, 2025
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Port / City Liaison Committee (Report)
 - b. Finance Committee (Report)
 - c. Planning Committee (Report)
 - d. Public Safety Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of October 6, 2025 (Action)
 - b. Approval of claims in the amount of \$1,131,355.23 (Action)
6. **Other Business**
 - a. * Ordinance 5006: Authorizing an Interfund Loan from Water to Sewer (Discussion)
 - b. Contract Award: WWTP Pump Station 13 Replacement Pump Purchase #25-263-SEW-001 (Discussion/Action)
 - c. Staffing for Adequate Fire and Emergency Response (SAFER) Grant (Discussion/Action)
 - d. * ACCESS Anacortes Fiber Internet Presentation and Ordinance 5007 (Municipal Code Update) (Presentation)
 - e. Resolution 3188: City Council Procedures (Discussion/Possible Action)
7. **Executive Session**

Per the council rules of procedure, a person who wishes to provide public comment at this meeting may do so:

- *On matters pertaining to a particular agenda item at the invitation of the chair at the time the City Council takes up discussion of that agenda item. Items open for public comment are indicated with an asterisk (*)*
- *On any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.*

The City of Anacortes is committed to making public meetings available and accessible to all members of the community. For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

- a. Potential Litigation or Litigation per RCW 42.30.110(1)(i) (15 minutes) (Discussion)
8. **Adjournment**

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- *On any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.*

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Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

October 13, 2025
6:00 p.m.

PUBLIC COMMENT SIGN IN SHEET

Per Resolution 3141, citizens wishing to comment on items not on the agenda may do so on any matter specifically pertaining to the City of Anacortes under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

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

Name	Topic
✓ Katherine Brandberg	Covered Pickleball Court
Andrew	
Andrew Arvidson	WHITE CANE DAY
COLETTE ARVIDSON	WHITE CANE DAY
✓ Xuhua Ma	Property Tax Ordinance + Resolution
✓ SUSAN RHONER	3184 3184

Continue on back of sheet as needed

Anacortes City Council Minutes - October 6, 2025

Call to Order

Chair Anthony Young called to order the October 6, 2025, Anacortes City Council meeting at 6:00 p.m. Councilmembers Ryan Walters, Bruce McDougall, and Amanda Hubik were present. Councilmembers TJ Fantini, Carolyn Moulton, and Christine Cleland-McGrath were absent.

Mr. Walters moved, seconded by Ms. Hubik without objection, to authorize Mr. Young to chair the meeting in the absence of Mayor Miller and Mayor Pro Tempore Moulton.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Mr. Walters moved, seconded by Mr. Young, to excuse the absence of Mr. Fantini and Ms. Moulton. The motion carried unanimously by voice vote.

Announcements and Committee Reports

Chair Young announced that the Anacortes Fire Department Open House would be between 12:00-3:00pm on October 12th at Fire Station 1 at 1016 13th Street. He then announced that Community Emergency Response Team training would begin on October 13th, with registration available on the [city's website](#), that there will be a Chamber of Commerce candidate forum on October 14th from 5:30-8:00pm after a candidate meet and greet from 5:00-5:30pm in the City Council Chambers for which registration is requested via the [Chamber's website](#), and that the [Downtown Streetscapes Plan Open House](#) will be on October 15th to enhance Commercial Avenue and connecting streets from 5:30-7:00pm in City Council Chambers.

Public Works Committee

Mr. Walters reported that the Public Works Committee did not meet as scheduled due to staff and other committee members being unavailable.

Mr. Walters also announced that there would be a Volunteers of America groundbreaking ceremony for a new housing development on October 16th at 2:30pm.

North Star Housing Task Force

Mr. Walters reported from the North Star Housing Task Force that met earlier in the day. The topics discussed included encouraging local elected officials to show support for housing initiatives in all four participating cities, and that there will be a North Star Housing Task Force housing forum on November 18th from 6-8pm at the Mount Vernon Public Library Commons.

Public Comment

Chair Young invited the public to comment on any item not on the agenda.

Public comment was given as follows:

Xuhua Mu of Anacortes spoke about concerns regarding the draft property tax Ordinance 5005.

Consent Agenda

Bruce McDougall moved, seconded by Amanda Hubik, to approve consent agenda items 5.a - 5.e.

Vote: Ayes - Anthony Young, Ryan Walters, Bruce McDougall, Amanda Hubik. Nays - None. Abstentions - None. Result: Passed

a. Minutes of September 22, 2025

b. Approval of claims in the amount of \$2,958,312.23

The following vouchers/checks were approved for payment:

EFT numbers: 113645 through 113701, total \$2,060,832.22

Check numbers: 113702 through 113721, total \$874,742.71

Wire transfer numbers: 376345 through 376982, total \$22,737.30

c. Contract Award: 34th & T Avenue Deep Anode Well Installation #25-244-WTR-001

d. Contract Award: East Slough Deep Anode Well Installation #25-243-WTR-001

e. Special Event: Turkey Trot

Public Hearings

2026 Budget Revenue Sources, Including an Increase in the Property Tax Levy & Ordinance 5005: Setting the 2026 Property Tax Levy

Finance Director Steve Hoglund and Finance Manager Rhonda Peck presented the projected budget revenues for 2026 that include a 1% increase in the property tax levy as proposed in the draft Ordinance 5005, referring to a slide presentation that was included in the packet materials for the meeting. Mr. Hoglund recommended that Chair Young close the public hearing at this meeting and pointed out that the city accepts public comment at any of its budget discussions regarding any topic related to budget development.

Discussion topics included:

Property Tax

- The city does not control the millage.
- The city gets the same amount of money in taxes every year except for the 1% increase and additional new construction added to the tax rolls.
- When increasing the property tax levy by 1%, the city loses 2% on property tax revenue purchasing power with projected 3% inflation.

Sales Tax

- 2.5% increase is annual growth rate over previous year.
- Projections based on historical data, and a conservative view of future revenue generation.

Utility Tax

- The estimate includes residential and industrial customers, but excludes wholesale customers.
- The ratio of consumption would be 80% industrial customers and 20% residential customers.
- The Council can set the utility tax rate to any level of increase desired.

Real Estate Excise Tax (REET)

- Projects tied to REET will not get accomplished over the next few years.
- Leaving the important projects in the Capital Facilities Plan and moving them further into the future until the revenue outlook improves.
- Efficient use of funds available for projects.

Storm and Sewer Rates

- Estimates include a 3% consumer price index inflation estimate.

- The total rate increase would be 9% for the first year and 3% every year thereafter.

At 6:42 pm, Chair Young opened the public hearing on 2026 budget revenue sources.

Chair Young invited members of the audience to comment on this agenda item.

Public comment was given as follows:

Pat Gardner of Anacortes asked about utility tax revenue and where it goes in the city budget and the proposed increase in storm and sewer rates in Mr. Hoglund's presentation.

Mr. Hoglund responded that the utilities are separate operating entities, and the city taxes each utility. The tax revenues from each utility are then placed into the general fund. General non-tax utility revenues are placed in individual funds for each utility and can only be spent on initiatives for that particular utility. He also explained that the proposed increase in storm and sewer rates would be an approximate \$10 increase per month in the average utility bill.

Xuhua Mu of Anacortes pointed out that the proposed increases to sewer and storm rates would vary per customer based upon individual consumption. She also expressed confusion about the 1% property tax increase, citing that the total property tax levy had increased an average of 8% between 2015-2025.

Mr. Hoglund explained that the Proposition 1 levy lid lift in 2023, which added \$0.36 per 1000 to the millage, or \$3 million for 2024 property taxes to accommodate 13 additional public safety employees including equipment and training accounted for some of that increase. He then pointed out that the city controls only 1% of the property tax increase, though there are other revenue sources that the city does not control that contribute to the overall property tax rate, including property valuation assessments performed by [the Skagit County Assessor](#).

Mr. Walters pointed out that the cumulative inflation rate from 2022-2024 was approximately 20%, which diminishes the purchasing power of tax revenues. He added that the city does not control the property tax rate, but only controls the amount of tax collected, which is limited to the 1% annual increase and additional construction projects added to the tax rolls, and that the property tax rate is more directly tied to the assessed property value. He added that the structural problem of a 1% annual property tax increase that has been consistently outpaced by inflation does not permit the city to provide services at the same level that ratepayers would expect. He suggested that the state government should clarify how the property tax system operates.

Mr. Young pointed out that raising taxes is a difficult choice, but using those revenues more efficiently is also a choice.

At 6:56 pm, Chair Young closed the public hearing on 2026 budget revenue sources.

Other Business

Resolution 3186: Purchasing Policy Update

City Attorney Darcy Swetnam introduced Contracts and Grants Manager Tiffany Matson, who outlined the changes to the city's purchasing policy in proposed Resolution 3186, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- The 5 other scenarios for apprenticeship were recommended by the Municipal Research and Services Center (MRSC).
- Appreciation for the work that contracting and procurement have done to improve processes over the past decade.
- From a paper on state capacity and infrastructure costs — the quality of engineering documents is associated with a 14% reduction in project level costs.
- Attention should be paid to the substantive inputs to the procurement process as well as the process itself.

Ryan Walters moved, seconded by Amanda Hubik, to approve Resolution 3186.

Vote: Ayes - Anthony Young, Ryan Walters, Bruce McDougall, Amanda Hubik. Nays - None. Abstentions - None. Result: Passed

Ordinance 5006: Authorizing an Interfund Loan from Water to Sewer

Mr. Hoglund introduced Ordinance 5006 that would authorize an interfund loan of \$4.5 million from the water fund to the wastewater fund, mentioning that the loan would fund the vital Combined Sewer Overflow Project due to current budgetary challenges.

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

Discussion topics included:

- The project design process is nearly complete.
- \$4.5 million is the engineer's estimate for the Combined Sewer Overflow Project.
- The loan could be authorized once the contract is bid out.
- Project details.
- Project timing.
- Project funding in the Capital Facilities Plan.
- Interest rate is based upon the current 5-year treasury rate. Could vary based on economic factors.
- Possible grant funding opportunities.
- How much money the water fund has and how this loan would affect water projects.

Adjournment

There being no further business, at approximately 7:20 pm the Anacortes City Council meeting of October 6, 2025, 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 October 13, 2025 City Council meeting:

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

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
377596	1/1/2025	9170258700	SCHINDLER ELEVATOR CORPORATION	MONTHLY ELEVATOR SERVICE - JANUARY 2025	\$ 594.05	pw1
377629	2/1/2025	9170259120	SCHINDLER ELEVATOR CORPORATION	MONTHLY ELEVATOR SERVICE - FEBRUARY 2025	\$ 594.05	pw1
377630	3/1/2025	9170259183	SCHINDLER ELEVATOR CORPORATION	MONTHLY ELEVATOR SERVICE - MARCH 2025	\$ 594.05	pw1
377631	4/1/2025	9170259442	SCHINDLER ELEVATOR CORPORATION	MONTHLY ELEVATOR SERVICE - APRIL 2025	\$ 594.05	pw1
377475	4/9/2025	818632	MISTER T'S AWARDS &	NAMETAGS - PCED & LIBRARY	\$ 27.15	hr
377633	5/1/2025	9170259700	SCHINDLER ELEVATOR CORPORATION	MONTHLY ELEVATOR SERVICE - MAY 2025	\$ 594.05	pw1
377578	5/22/2025	9304000941	FEDEX FREIGHT	SHIPPING FRAMES/SIGNS	\$ 198.00	parks1
377609	5/27/2025	XA116015214:01	RWC INTERNATIONAL	PART FOR VEHICLE #612	\$ 98.31	dshop
377469	7/3/2025	673614342	UNITED STATES POSTAL SERVICE	USPS-A-TOWN BULK MAILING POSTAGE FALL/WINTER 2025	\$ 2,362.05	finance
377649	7/28/2025	09P1525	ENVIRO-CLEAN EQUIPMENT INC	STREET SWEEPER RENTAL - 7/24/25-8/24/25	\$ 12,166.00	pw1
377584	8/4/2025	14573382	BROWN AND CALDWELL	WWTP INCINERATION EVALUATION/SOLIDS SYSTEM PLANNING - 6/27/25-7/24/25	\$ 17,582.25	dwwtp
377662	8/25/2025	15-250813936	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-OPERATION 9-902A	\$ 1,157.83	pw1
377663	8/25/2025	15-250813937	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-9-910 LIBRARY	\$ 1,157.31	pw1
377664	8/25/2025	15-250813938	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-3 MILLION RES 6-93	\$ 1,002.04	pw1
377665	8/26/2025	15-250813941	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-1-904	\$ 1,012.04	pw1
377634	8/26/2025	4646600118	SCHINDLER ELEVATOR CORPORATION	MONTHLY ELEVATOR SERVICE - AUGUST 2025	\$ 594.05	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
377666	8/28/2025	15-250813993	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-1-904	\$ 1,157.31	pw1
377667	8/28/2025	15-250813994	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-FS #2 2-910	\$ 1,125.26	pw1
377668	8/28/2025	15-250813995	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-FS #1 2-909	\$ 1,098.99	pw1
377669	8/28/2025	15-250813996	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-ROCK RIDGE 6-953	\$ 1,184.08	pw1
377670	8/28/2025	15-250813998	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-CASTELLEJA 6-952	\$ 1,184.08	pw1
377671	8/28/2025	15-250813999	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-3 MILLION RES 6-93	\$ 1,450.85	pw1
377672	8/28/2025	15-250814000	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWLS #20 7-917	\$ 1,046.45	pw1
377673	8/28/2025	15-250814001	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWLS #4 7-918	\$ 1,079.64	pw1
377674	8/28/2025	15-250814002	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWLS #21 7-919	\$ 1,102.45	pw1
377675	8/28/2025	15-250814005	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWLS #12 7-921	\$ 1,102.45	pw1
377676	8/28/2025	15-250814006	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWLS #17 7-923	\$ 1,102.45	pw1
377677	8/28/2025	15-250814007	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-7932	\$ 1,543.32	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
377678	8/28/2025	15-250814008	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-7934	\$ 1,574.89	pw1
377244	8/31/2025	090087001-0825	KIMLEY-HORN AND ASSOCIATES, IN	PASS LAKE 10-INCH WATERMAIN REPLACEMENT PROJECT - DESIGN - THROUGH 8/31/25	\$ 17,007.50	pw1
377655	8/31/2025	12876	MACKAY SPOSITO	BEN ROOT SKATE PARK RESTROOM & PARKING LOT PROJECT: DESIGN - THROUGH 8/23/25	\$ 10,029.00	parks1
377245	8/31/2025	33372743	KIMLEY-HORN AND ASSOCIATES, IN	MARCH'S POINT ROAD WATER MAIN AND BIKE LANE PROJECT - DESIGN - THROUGH 8/31/25	\$ 52,668.68	pw1
377601	9/10/2025	18025793	DEPARTMENT OF NATURAL	WILDLAND SUPPLIES: VALVE HOSELINE.	\$ 392.79	medic
377646	9/10/2025	B20235260	SHI INTERNATIONAL CORP.	SOPHOS CENTRAL INTERCEPT X ANNUAL RENEWAL 9/3/25-9/2/28	\$ 25,765.04	infosys
377661	9/11/2025	07-250931990	CUMMINS, INC.	PORTABLE GENERATOR FOR WATER PUMP STATIONS	\$ 5,676.53	pw1
377679	9/11/2025	15-250914152	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWTP- 7-904	\$ 1,098.99	pw1
377680	9/11/2025	15-250914153	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWTP 7-902	\$ 1,098.99	pw1
377681	9/11/2025	15-250914154	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWTP 7-903	\$ 1,098.99	pw1
377682	9/11/2025	15-250914155	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWLS #5 7-920	\$ 1,241.19	pw1
377645	9/11/2025	15766	MATERIALS TESTING & CONSULTING	ON-CALL MATERIALS TESTING SERVICES	\$ 782.50	pw1
377643	9/12/2025	1117	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - AUGUST 6, 2025	\$ 580.00	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
377644	9/12/2025	1118	QCC QUALITY CONTROLS CORP.	WWTP TEMPORARY/EMERGENCY PORTABLE PS CONTROL PANEL	\$ 2,633.50	dwwtp
377468	9/16/2025	15142	NW COMMUNICATIONS, INC	RADIO VOLUME REPAIR	\$ 549.44	medic
377585	9/17/2025	15143	NW COMMUNICATIONS, INC	REPAIR/REPLACE/TEST ANTENNA ON AMBULANCE	\$ 342.72	medic
377577	9/17/2025	15159	NW COMMUNICATIONS, INC	REPAIR/REPROGRAM RADIO	\$ 115.00	medic
377640	9/17/2025	260134651-00	TACOMA SCREW PRODUCTS, INC.	SUPPLIES FOR STREET DEPT	\$ 35.36	dshop
377249	9/17/2025	60731	SKAGIT PUBLISHING LLC	PUBLISH AA-673514	\$ 40.60	finance
377250	9/17/2025	60732	SKAGIT PUBLISHING LLC	PUBLISH AA-673754	\$ 146.16	plan
377251	9/17/2025	60733	SKAGIT PUBLISHING LLC	PUBLISH AA-673775	\$ 182.70	plan
377650	9/18/2025	09P1715	ENVIRO-CLEAN EQUIPMENT INC	STREET SWEEPER RENTAL - 8/25/25-9/24/25	\$ 12,463.00	pw1
377256	9/19/2025	0209831	GEOENGINEERS, INC.	2025 CRITICAL AREAS REGULATIONS BAS UPDATE - 8/9/25 - 9/12/25	\$ 9,003.75	plan
377590	9/19/2025	242027	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - PUBLIC SAFETY BUILDING A/C REPAIR	\$ 18,153.47	pw1
377434	9/19/2025	ReimbSwan	SWAN, SHARON	REIMBURSE FOR LEMONADE (OPEN HOUSE)	\$ 13.80	medic
377237	9/20/2025	6124038877	VERIZON WIRELESS	SCADA COMMUNICATION FOR PUMP STATIONS	\$ 1,246.43	dwwtp
377257	9/22/2025	20045	WILSON ENGINEERING, LLC	WWTP PUMP STATION 16 RECONSTRUCTION - DESIGN - THROUGH 9/19/25	\$ 5,322.00	pw1
377628	9/23/2025	0105188-IN	ZENNER USA, INC.	SUPPLIES FOR WATER MAINTENANCE	\$ 3,635.03	wdist
377430	9/23/2025	1640541	LIFE ASSIST, INC	TUBING, AIRWAYS, COLLARS, GLOVES,	\$ 3,276.83	medic
377657	9/24/2025	240924	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - WTP BOILER REPAIR	\$ 7,943.35	dwwtp
377592	9/24/2025	242672	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - WTP GENERATOR SWITCH GEAR A/C UNIT REPAIR	\$ 1,440.39	dwwtp
377431	9/24/2025	4869	SKAGIT 911	4TH QUARTER USER FEE/RADIO	\$ 10,102.76	medic
377474	9/24/2025	5293775105	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$ 312.61	hr
377252	9/24/2025	60931	SKAGIT PUBLISHING LLC	PUBLISH AA-675562	\$ 203.00	plan

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
377432	9/25/2025	0002494793	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 125.62	medic
377246	9/25/2025	1200753798	HDR ENGINEERING, INC	GENERAL SEWER PLAN - 7/27/25 - 8/23/25	\$ 21,270.05	dwwtp
377632	9/25/2025	63127	SCRAP-IT	BOAT & TRAILER DISPOSAL	\$ 262.65	dshop
377642	9/25/2025	B20302956	SHI INTERNATIONAL CORP.	WTP & AFD CELLULAR MODEM PURCHASE	\$ 412.54	infosys
377688	9/25/2025	INV22136	OPENGOV, INC	OPENGOV - SERVICE PERIOD 9/21/2025-1/20/2026	\$ 5,444.62	pw1
377591	9/26/2025	83671	MED TECH SWEDEN INC	REPLACEMENT HANDLES FOR VACUUM SPINE	\$ 87.40	medic
376720	9/26/2025	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; AUGUST 2025	\$ 474.00	apd
376989	9/27/2025	00005W5A83395	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 9-27-25	\$ 27.28	apd
377238	9/27/2025	337763	LAKESIDE INDUSTRIES, INC.	SUPPLIES FOR WATER MAINTENANCE	\$ 1,473.12	wdist
377239	9/27/2025	337764	LAKESIDE INDUSTRIES, INC.	SUPPLIES FOR WATER MAINTENANCE	\$ 909.81	wdist
376988	9/28/2025	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE (9/28/25-10/27/25)	\$ 106.74	apd
377441	9/28/2025	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 9/28-10/27/2025	\$ 99.12	finance
377617	9/28/2025	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 9/28-10/27/2025	\$ 75.10	publib
376987	9/28/2025	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE (9/28/25-10/27/25)	\$ 96.72	apd
377635	9/29/2025	283	QCC QUALITY CONTROLS CORP.	ON-CALL PROFESSIONAL SERVICES AT THE WTP - AUGUST 2025	\$ 189.00	dwwtp
376963	9/29/2025	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 8/2-9/2/25	\$ 7,603.84	dshop
377243	9/29/2025	321843	DOORMAN COMMERCIAL, LLC	CITY HALL HUMAN RESOURCES AUTOMATIC DOOR REPAIR	\$ 1,019.50	pw1
377621	9/29/2025	507813327	MIDWEST TAPE, LLC.	DVDS FOR LIBRARY	\$ 95.92	publib
377598	9/29/2025	9210401504	STRYKER SALES CORPORATION	3 BATTERIES	\$ 2,159.14	medic
377247	9/30/2025	0925	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - SEPTEMBER 2025	\$ 705.00	pkrec
377581	9/30/2025	1112	DOWNTOWN ANACORTES ALLIANCE	DOWNTOWN BEAUTIFICATION AND MAIN STREET SUPPORT	\$ 26,666.66	plan

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
377470	9/30/2025	13074	MACKAY SPOSITO	BEN ROOT SKATE PARK RESTROOM/PARKING LOT PROJECT: DESIGN - THROUGH 9/27/25	\$ 2,820.50	parks1
377691	9/30/2025	14011	EVERGREEN SAFETY COUNCIL	FLAGGER RE-CERTIFICATION	\$ 1,927.58	dshop
377599	9/30/2025	14490	PETDATA, INC	PETDATA LICENSING FEES SEPTEMBER	\$ 500.00	finance
377588	9/30/2025	241250	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2025 - LIBRARY	\$ 4,364.93	pw1
377582	9/30/2025	308328	VANTAGE POINT SOLUTIONS, INC.	CALEA COMPLIANCE SUPPORT - SEPTEMBER 2025	\$ 275.00	fiber
377440	9/30/2025	32079	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 814.00	finance
377236	9/30/2025	386834	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 1,275.22	pwfac
377476	9/30/2025	45891	ORCA INFORMATION, INC	BACKGROUND INVESTIGATIONS	\$ 472.00	hr
377618	9/30/2025	5090123	UTILITIES UNDERGROUND LOCATION	SEPTEMBER LOCATE TICKETS	\$ 245.70	dshop
377627	9/30/2025	54198	ZUMAR INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 1,157.93	dshop
377595	9/30/2025	57131	PACIFIC SECURITY	SECURITY DETAIL ON COURT DAYS	\$ 705.47	court
377242	9/30/2025	980182	JCI JONES CHEMICALS INC	WTP SODIUM HYPOCHLORITE, SS 150	\$ 7,940.40	dwtp
377442	9/30/2025	CL96128	NELSON-REISNER DISTRIBUTOR INC	VEHICLE FUEL - SEPTEMBER	\$ 29,566.42	finance
377253	9/30/2025	COURT & BUILDING FEE	WASHINGTON STATE TREASURER	COURT & BLDG FEES TO STATE - QTR 3	\$ 15,273.13	finance
377583	9/30/2025	GCI0018541	CODE PUBLISHING, LLC	CODIFICATION SERVICES	\$ 293.76	legal
377449	9/30/2025	I7141821	HD FOWLER COMPANY INC	SUPPLIES FOR WATER MAINTENANCE	\$ 555.01	wdist
377580	9/30/2025	IN965484	NOANET	OUTSOURCED NOC SERVICES - SEPTEMBER 2025	\$ 12,014.96	fiber
377435	9/30/2025	INV-5629934	UNITED SITE SERVICES, INC	PENN AVE PORTA POTTY 9/15-9/30/2025	\$ 210.25	dwtp
377444	9/30/2025	INV3075234	COPIERS NORTHWEST, INC	S/N 2YJ30356 LIBRARY FL1 TECH SERVICES COPIER 8/14-9/13/25	\$ 38.96	finance
377134	10/1/2025	00994	CAMPBELL LAW FIRM	PUB DEF CONFLICT	\$ 30.00	pubdef
377223	10/1/2025	01002	CAMPBELL LAW FIRM	PUB DEF CONFLICT	\$ 130.00	pubdef
377135	10/1/2025	01005	CAMPBELL LAW FIRM	PUB DEF CONFLICT	\$ 110.00	pubdef
377221	10/1/2025	01007	CAMPBELL LAW FIRM	PUB DEF CONFLICT	\$ 240.00	pubdef
377133	10/1/2025	01059	CAMPBELL LAW FIRM	PUB DEF CONFLICT	\$ 160.00	pubdef

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
377224	10/1/2025	01087	CAMPBELL LAW FIRM	PUB DEF CONFLICT	\$ 240.00	pubdef
377220	10/1/2025	01088	CAMPBELL LAW FIRM	PUB DEF CONFLICT	\$ 140.00	pubdef
377132	10/1/2025	01089	CAMPBELL LAW FIRM	PUB DEF CONFLICT	\$ 50.00	pubdef
377222	10/1/2025	01093	CAMPBELL LAW FIRM	PUB DEF CONFLICT	\$ 160.00	pubdef
377689	10/1/2025	052-0010-00	CITY OF ANACORTES	OPS: 9/1-9/30/25	\$ 1,988.57	dshop
377473	10/1/2025	0542005-001	UNUM LIFE INS CO OF AMERICA	OCTOBER - UNUM LONG TERM CARE INSURANCE	\$ 1,517.07	hr
377446	10/1/2025	10624	PORT OF ANACORTES	ELECTRICITY AND ENVIRONMENTAL FOR OCTOBER	\$ 16.00	medic
377451	10/1/2025	13	ISLAND HEALTH	SEPTEMBER AMBULANCE SUPPLIES	\$ 1,626.52	medic
377638	10/1/2025	1400649-0043-8	WASTE MANAGEMENT	SEPTEMBER 2025 CONTRACTED SERVICES	\$ 158,882.35	finance
377445	10/1/2025	151327	VENTEK INTERNATIONAL	WA PARK PAY STATION MONITORING 10/1-10/31/2025	\$ 293.76	parks1
377639	10/1/2025	190-1840-00	CITY OF ANACORTES	UTILITY BILL FOR WWTP - OCTOBER	\$ 9,405.82	dwwtp
377619	10/1/2025	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 9/3-10/1/2025	\$ 18.47	publib
377620	10/1/2025	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 9/3-10/1/2025	\$ 31.23	publib
377608	10/1/2025	2025-009	SWINOMISH POLICE DEPARTMENT	TRAINING; 2025 LE LEADERS SUMMIT; FLOYD, FULLER & PRUIETT	\$ 300.00	apd
377607	10/1/2025	209	THRIFTY CLEANERS	UNIFORM CLEANING SEPTEMBER 2025	\$ 62.17	apd
377456	10/1/2025	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD AVE ST LIGHTS: 9/3-10/1/25	\$ 12.73	dshop
377457	10/1/2025	220030712800	PUGET SOUND ENERGY INC	STREET LIGHTS: 9/3-10/1/25	\$ 8.04	dshop
376990	10/1/2025	25B-158	WSI POLYGRAPH SERVICE	PRE-EMPLOYMENT POLYGRAPH; KENELLER	\$ 250.00	apd
377454	10/1/2025	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 8/2-9/2/25	\$ 318.39	dshop
377452	10/1/2025	3640	OAB ENGINEERING, LLC	OCTOBER DATA SERVICES - 29-3	\$ 150.00	medic
377611	10/1/2025	3914	SKAGIT COUNTY SHERIFF'S OFFICE	INMATE MEDICAL PER CONTRACT; PERIOD ENDING 12/25/25	\$ 20,039.91	apd
377225	10/1/2025	3924	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 170.00	pubdef
377226	10/1/2025	3925	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 510.00	pubdef
377227	10/1/2025	3926	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 370.00	pubdef
377228	10/1/2025	3927	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 140.00	pubdef

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
377229	10/1/2025	3928	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 80.00	pubdef
377230	10/1/2025	3929	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 270.00	pubdef
377231	10/1/2025	3930	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 120.00	pubdef
377232	10/1/2025	3931	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 70.00	pubdef
377233	10/1/2025	3932	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 60.00	pubdef
377234	10/1/2025	3933	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 30.00	pubdef
377235	10/1/2025	3934	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 780.00	pubdef
377656	10/1/2025	42491	COMMERCIAL ALARM & DETECTION	LIBRARY FIRE ALARM MONITORING AGREEMENT - OCT, NOV, DEC 2025	\$ 97.92	pw1
377659	10/1/2025	42601	COMMERCIAL ALARM & DETECTION	FIRE STATION 3 FIRE ALARM MONITORING - OCT, NOV, DEC 2025	\$ 97.92	pw1
377443	10/1/2025	5072107602	RICOH USA, INC	S/N C86152062 HR COPIES 9/1-9/30/2025	\$ 4.12	finance
377641	10/1/2025	7	MATRIX CONSULTING GROUP, LTD	DEVELOPMENT REVIEW PROCESS EVALUATION	\$ 3,485.00	plan
377625	10/1/2025	Cogent-251001	COGENT COMMUNICATIONS, LLC	BACKUP INTERNET, OCT 2025	\$ 3,705.87	fiber
376986	10/1/2025	ReimbPruiett	PRUIETT, CHAD	OYSTER RUN; ICE AND DRINKS FOR PATROL	\$ 114.67	apd
377447	10/2/2025	1643507	LIFE ASSIST, INC	ASSORTED AIRWAY KITS, STETHOSCOPES.	\$ 1,599.58	medic
377436	10/2/2025	200012505505	PUGET SOUND ENERGY INC	WTP 9/1-9/30/2025	\$ 133,062.08	dwtp
377594	10/2/2025	2025Q4-Ana	SKAGIT COUNTY DEM	4TH QUARTER DEM	\$ 22,073.61	medic
377448	10/2/2025	2500730	T-SHIRTS BY DESIGN	EMBROIDER NAME & LOGO ON EXISTING JACKET	\$ 23.94	medic
377439	10/2/2025	7441756663	CARDINAL HEALTH 110, INC.	OTC & PHARMA: ACTIDOSE, GLUTOSE.	\$ 159.60	medic
377241	10/2/2025	9812690812	FEDEX FREIGHT	COLLECT CHARGES FROM JOH H CARTER COMPANY VIA TMG SERVICES	\$ 195.00	dwtp
377433	10/2/2025	INV-000061	FARNSCO	MUSEUM VIRTUAL EXHIBIT DESIGN - 8/15/25 - 9/30/25	\$ 1,000.00	museum
377248	10/2/2025	Pay App 5	SUMMITX CONTRACTORS, INC	2025 WATERLINE REPLACEMENTS	\$ 77,530.88	pw1
377610	10/3/2025	1727	FIDALGO CLEANING	APD CLEANING & SUPPLIES 9/22-10/5/25	\$ 905.00	apd
377254	10/3/2025	21-043-FIN-001	ANACORTES FAMILY CENTER	SEPT AFFORDABLE HOUSING TAX PAYMENT	\$ 37,396.02	finance
377255	10/3/2025	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	SEPT AFFORDABLE HOUSING TAX PAYMENT	\$ 37,396.02	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
377259	10/3/2025	36008	TRANSCO GROUP USA, INC.	PEDESTRIAN ROADWAY CROSSING IMPROVEMENT PROJECT - DESIGN - THROUGH 9/26/25	\$ 9,177.50	pw1
377613	10/3/2025	3918	SKAGIT COUNTY SHERIFF'S OFFICE	NW MINI CHAIN; 3RD QTR 2025	\$ 1,572.11	apd
377258	10/3/2025	FB72474	CAROLLO ENGINEERS, INC.	WATER SYSTEM PLAN UPDATE - THROUGH 9/30/25	\$ 10,817.50	pw1
377605	10/4/2025	9008977032	SAFEGUARD BUSINESS SYSTEMS INC	OTC CASH RECEIPTS	\$ 506.27	apd
377465	10/6/2025	03188	SKAGIT COUNTY SHERIFF'S OFFICE	SEPT JAIL TAX PAYMENT PER CONTRACT	\$ 101,250.66	finance
377654	10/6/2025	1200762193	HDR ENGINEERING, INC	WTP NORTH LINE REPAIR & FLOWMETER UPGRADES - DESIGN - 8/24/25 - 9/27/25	\$ 1,108.08	pw1
377623	10/6/2025	1238	BE ENTERPRISES LLC	2025 WTP JANITORIAL SERVICES - SEPTEMBER 2025	\$ 1,120.00	pw1
377622	10/6/2025	1242	BE ENTERPRISES LLC	2025 JANITORIAL SERVICES - SEPTEMBER 2025	\$ 11,677.30	pw1
377437	10/6/2025	1500001655	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT RAW 2025-09-02	\$ 70.00	dwtpt
377438	10/6/2025	1500001661	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT RAW 2025-09-08	\$ 70.00	dwtpt
377604	10/6/2025	201141809	CRIMINAL JUSTICE TRAINING	TRAINING; CORP SCHEEPERS - SUDDEN UNEXPECTED INFANT DEATH	\$ 150.00	apd
377624	10/6/2025	2025-09-01-ANACORTES	PERISCOPE LEGAL	PUBLIC DEFENSE SERVICES - SEPTEMBER 2025	\$ 23,875.00	admsrv
377600	10/6/2025	2500745	T-SHIRTS BY DESIGN	2 UNIFORM HOODIES	\$ 119.68	medic
377471	10/6/2025	3271	NORTHWEST CORROSION	WATER TRANSMISSION PIPELINE CATHODIC PROTECTION SYSTEM TESTING/EVALUATION	\$ 2,063.54	dwtpt
377587	10/6/2025	908487	PACIFIC LAMP & SUPPLY COMPANY	SUPPLIES FOR FACILITIES	\$ 1,777.98	pwfac
377464	10/6/2025	FiberFranchiseFees	SKAGIT COUNTY TREASURER	Q3 2025	\$ 177.12	finance
377615	10/7/2025	00120681	OWEN EQUIPMENT COMPANY	SERVICE FOR VEHICLE #610	\$ 2,929.74	dshop
377602	10/7/2025	10125	NORTHWEST PARKING EQUIPMENT	Q4 WA PARK PAYSTATION MAINTENANCE	\$ 734.40	finance
377690	10/7/2025	1500001773	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR NORTH 2025-09-29	\$ 154.00	dwtpt
377579	10/7/2025	15158	NW COMMUNICATIONS, INC	REPAIR/REPLACE/TEST ANTENNAS ON	\$ 467.84	medic
377684	10/7/2025	25-156-WTR-0011	POTELCO, INC.	RETAINAGE RELEASE	\$ 2,119.50	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
377686	10/7/2025	25-162-SEW-0011	VECA ELECTRIC & TECHNOLOGIES	RETAINAGE RELEASE	\$ 390.09	pw1
377687	10/7/2025	607154	MOMENTUM TELECOM INC	SIP TRUNKS 10/1-10/31/2025	\$ 1,078.10	finance
377648	10/7/2025	October 2025	COMMUNITY ACTION OF SKAGIT CTY	ANACORTES COMMUNITY ACTION OFFICE & CARE SPECIALIST - OCTOBER 2025	\$ 7,041.66	plan
377636	10/7/2025	Pay App 1	ASPHALT QUALITY SEALERS	2025 ASPHALT PATCH REPAIRS	\$ 32,760.65	pw1
377589	10/19/2025	15161	NW COMMUNICATIONS, INC	PROGRAM BC TONES @ 29-1	\$ 81.60	medic
	Total				\$ 1,131,355.23	



City Council Agenda Bill

Meeting Date: October 13, 2025 **Agenda Item:** 6.a.

Agenda Item Title: Ordinance 5006: Authorizing an Interfund Loan from Water to Sewer

Staff Contact(s): Steve Hoglund

Approved for Submittal to Council by **Action Type**

Greg Francioch
Steve Hoglund
Darcy Swetnam

Ordinance

Item Summary: The Wastewater fund seeks to take an interfund loan for the period of 5 years at 3.61% from the Water fund, to start on the Combined Sewer Overflow (CSO) project as soon as possible. The period of the loan will be 5 years, with the first principal payment scheduled for December 31, 2026; a prorated interest payment will be calculated on the entire balance for fiscal year 2025. The interest rate is equivalent to the current 5-year treasury rate (the rate at which this money could otherwise be invested for the same period of time). The ordinance is structured that the loan could be paid off early on December 31st of any year before its due date.

Budget Impact:

\$4,500,000 principal, \$162,450 in simple interest if carried for the full 5 years.

Previous Action: First read of the ordinance at the [October 6, 2025](#), regular meeting.

Recommended Motion: Adopt Ordinance 5006 authorizing an interfund loan from the Water Fund to the Wastewater Fund.

Alternative Actions: Do not approve interfund loan, direct staff as to next steps.

Attachments (listed in order presented):

1. Ord 5006 interfund loan 401 to 440
2. Combined Sewer Overflow (CSO) Pump Station

ORDINANCE 5006

AN ORDINANCE AUTHORIZING AN INTERFUND LOAN BETWEEN THE WATER FUND AND THE WASTEWATER FUND.

WHEREAS, the Wastewater fund would like to proceed on the Combined Sewer Overflow project, with an estimated at a cost of \$4,500,000, as soon as possible but does not currently have the liquidity needed to proceed; and

WHEREAS, the Water fund has sufficient cash to make a short-term loan to provide such liquidity to the Wastewater fund without impacting its ability to continue operations; and

WHEREAS, performing an interfund loan in lieu of obtaining outside financing allows the City to keep the earned interest from the loan within the City finances rather than paying an outside provider; and

WHEREAS, an interfund loan also allows for a more quick and efficient means of financing as it can be authorized by Council and bond attorneys and underwriters are not necessary for the process.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ANACORTES DOES
ORDAIN AS FOLLOWS:**

Section 1. The Water Fund (401) is authorized to loan the Wastewater Fund (440) \$4,500,000. The term of the loan will be five years.

Section 2. The loan amount will be assessed an interest rate, which is equal to the current 5-year Treasury rate. As of October 1, 2025, that rate is 3.61%. Simple interest will be assessed against the remaining balance of the loan. Payments will be due on December 31st of each year, starting in 2026, until the loan is paid off. A prorated amount of interest will be calculated for fiscal year 2025. Payoff of the entire balance can be made any year on December 31st.

EFFECTIVE DATE. This ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

PASSED AND APPROVED THIS 13th **day of October 2025.**

CITY OF ANACORTES, WASHINGTON:

BY: _____
Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

Darcy Swetnam, WSBA #40530
City Attorney



Combined Sewer Overflow (CSO) Pump Station

Combined Sewer System

Stormwater and Wastewater are collected in a combined sewer system

Was common in late 1800s/early 1900s to build a combined sewer system

Some efforts have been made to reduce stormwater in the wastewater system, including building a separate stormwater system.

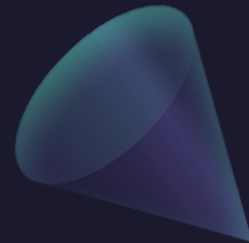
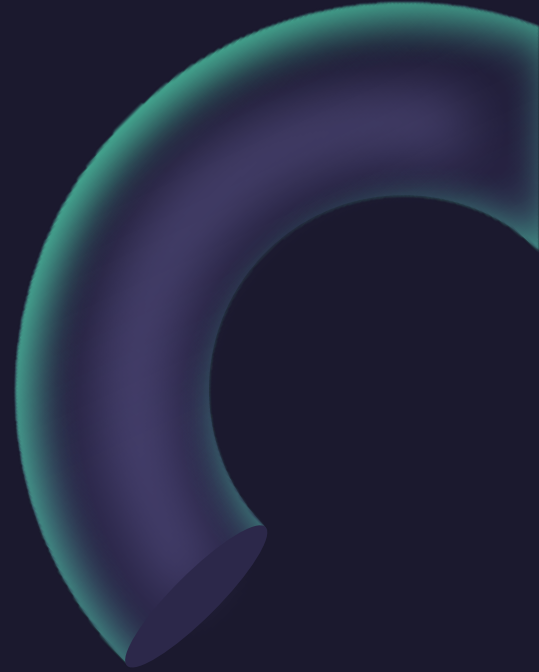
During dry weather, the WWTP experiences under 2 million gallons a day

During large rain events the WWTP can experience 10 million gallons per day

Ecology permitting allows for combined sewer systems to have overflow events, our permit allows one overflow event annually.

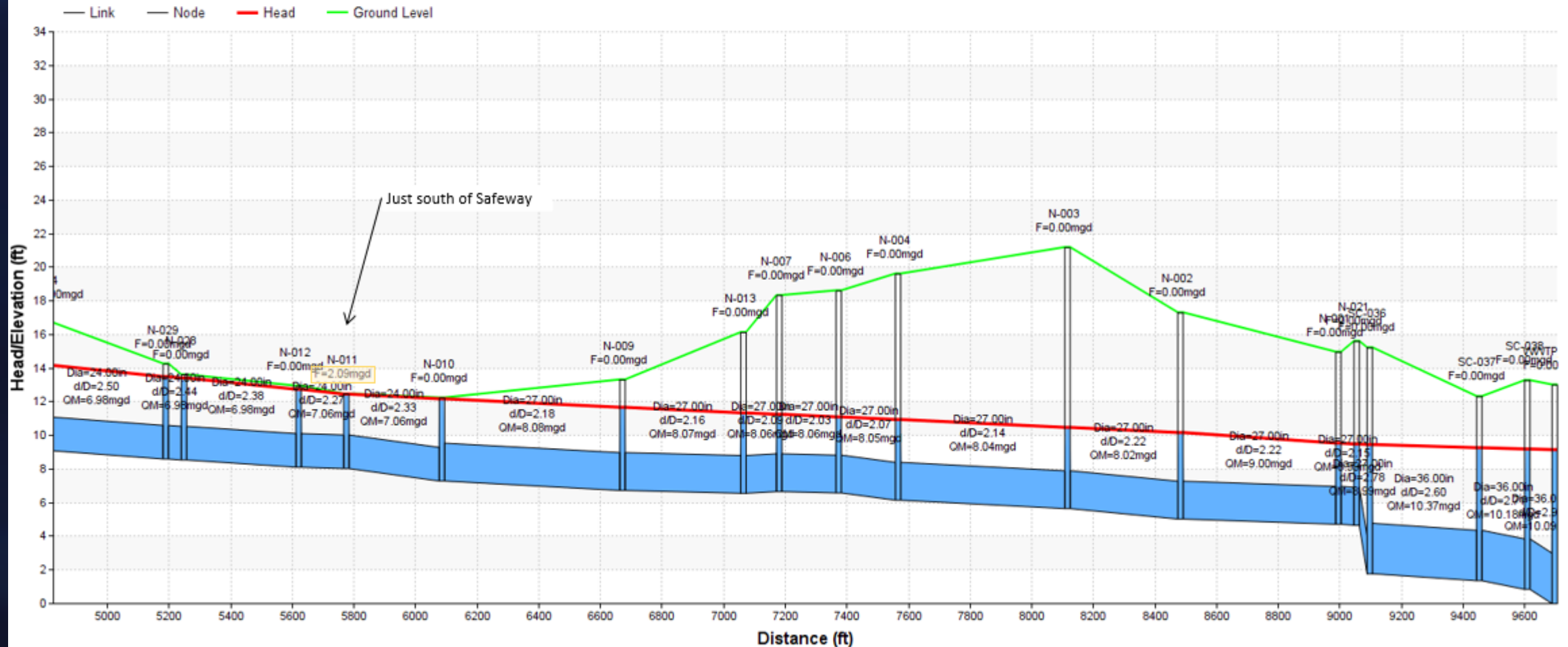
Why do we need a CSO Pump Station?

- When it rains hard the sewer main under R Ave is full and surcharging the manhole risers.
- We've had sewage overflow out of manholes on R Ave
- The CSO Pump Station creates needed capacity in the system to manage large rain events.
- With a CSO Pump Station the R Ave sewer main is sufficient to convey existing and predicted flows in 2045.



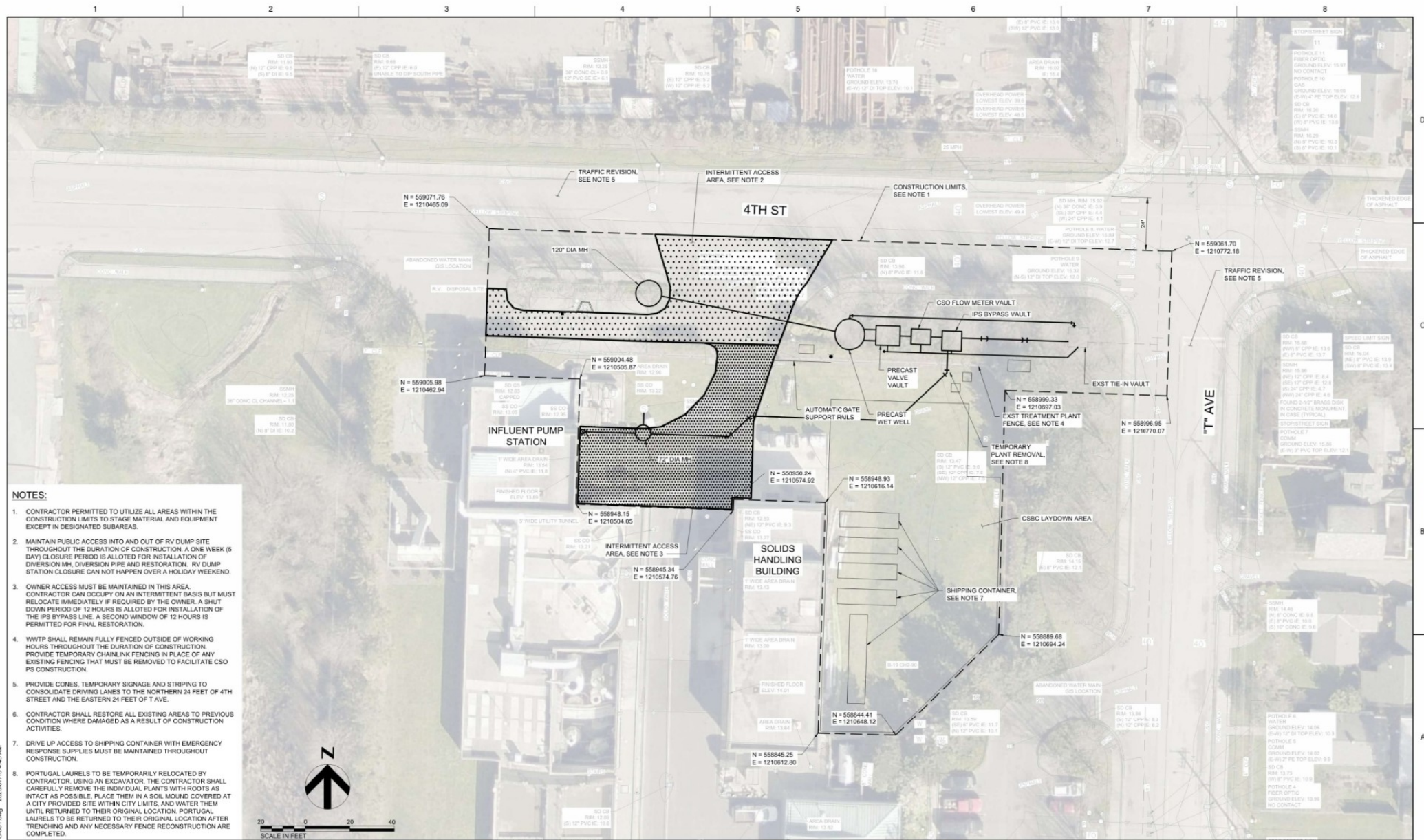
MH N-014 to WWTP

HGL Profile with Maximum Data of Links SSD00721001295,SSD00621001294,...,SSSC03836002041



Project Status

- 100% designed, bid ready
- CSO Pump Station needed to wait to start construction until after the WWTP outfall project was complete.
- Did not go to bid because the sewer fund doesn't have enough cash to pay for construction.

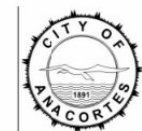


- NOTES:**
- CONTRACTOR PERMITTED TO UTILIZE ALL AREAS WITHIN THE CONSTRUCTION LIMITS TO STAGE MATERIAL AND EQUIPMENT EXCEPT IN DESIGNATED SUBAREAS.
 - MAINTAIN PUBLIC ACCESS INTO AND OUT OF RV DUMP SITE THROUGHOUT THE DURATION OF CONSTRUCTION. A ONE WEEK (5 DAY) CLOSURE PERIOD IS ALLOTTED FOR INSTALLATION OF DIVERSION MH, DIVERSION PIPE AND RESTORATION. RV DUMP STATION CLOSURE CAN NOT HAPPEN OVER A HOLIDAY WEEKEND.
 - OWNER ACCESS MUST BE MAINTAINED IN THIS AREA. CONTRACTOR CAN OCCUPY ON AN INTERMITTENT BASIS BUT MUST RELOCATE IMMEDIATELY IF REQUIRED BY THE OWNER. A SHUT DOWN PERIOD OF 12 HOURS IS ALLOTTED FOR INSTALLATION OF THE IPS BYPASS LINE. A SECOND WINDOW OF 12 HOURS IS PERMITTED FOR FINAL RESTORATION.
 - WWTP SHALL REMAIN FULLY FENCED OUTSIDE OF WORKING HOURS THROUGHOUT THE DURATION OF CONSTRUCTION. PROVIDE TEMPORARY CHAINLINK FENCING IN PLACE OF ANY EXISTING FENCING THAT MUST BE REMOVED TO FACILITATE CSO PS CONSTRUCTION.
 - PROVIDE CONES, TEMPORARY SIGNAGE AND STRIPING TO CONSOLIDATE DRIVING LANES TO THE NORTHERN 24 FEET OF 4TH STREET AND THE EASTERN 24 FEET OF T AVE.
 - CONTRACTOR SHALL RESTORE ALL EXISTING AREAS TO PREVIOUS CONDITION WHERE DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
 - DRIVE UP ACCESS TO SHIPPING CONTAINER WITH EMERGENCY RESPONSE SUPPLIES MUST BE MAINTAINED THROUGHOUT CONSTRUCTION.
 - PORTUGAL LAURELS TO BE TEMPORARILY RELOCATED BY CONTRACTOR. USING AN EXCAVATOR, THE CONTRACTOR SHALL CAREFULLY REMOVE THE INDIVIDUAL PLANTS WITH ROOTS AS INTACT AS POSSIBLE, PLACE THEM IN A SOIL MOUND COVERED AT A CITY PROVIDED SITE WITHIN CITY LIMITS, AND WATER THEM UNTIL RETURNED TO THEIR ORIGINAL LOCATION. PORTUGAL LAURELS TO BE RETURNED TO THEIR ORIGINAL LOCATION AFTER TRENCHING AND ANY NECESSARY FENCE RECONSTRUCTION ARE COMPLETED.



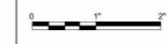
ISSUE	DATE	DESCRIPTION
07/2025	ISSUED FOR BID	

PROJECT MANAGER	Packard, Kenneth
CIVIL ENG	Packard, Kenneth
ELECTRICAL ENG	L. Gonzalez, I. Rincon
I&C ENG	M. Hutson
DRAWN BY	Kendall, Dennis
PROJECT NUMBER	10256664



**CITY OF ANACORTES
COMBINED SEWER OVERFLOW
PUMP STATION**

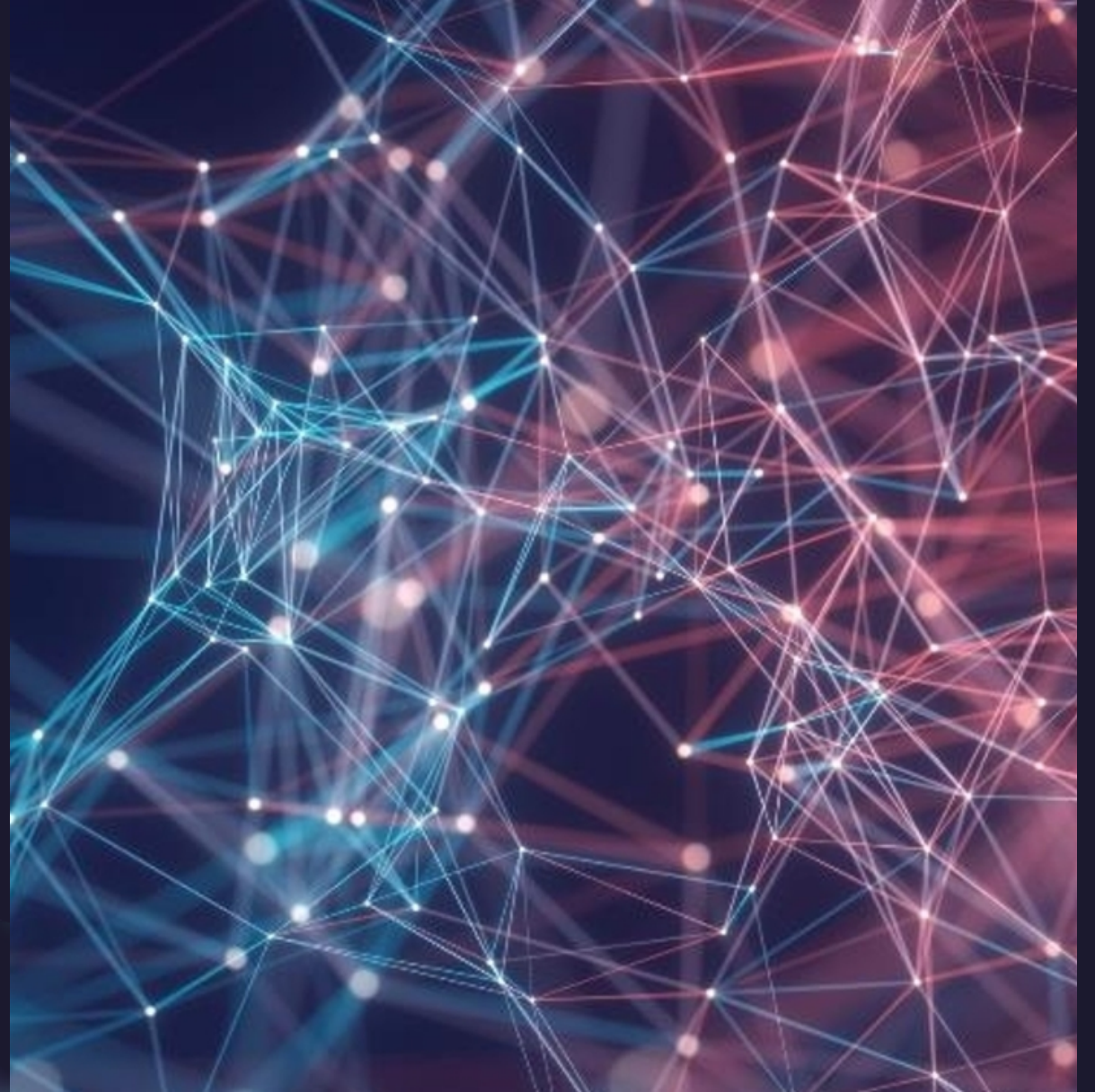
SITE ACCESS AND STAGING PLAN



FILENAME: C-001.DWG
SCALE: AS SHOWN

SHEET
C-001

Thank you





City Council Agenda Bill

Meeting Date: October 13, 2025 **Agenda Item:** 6.b.

Agenda Item Title: Contract Award: WWTP Pump Station 13 Replacement Pump Purchase #25-263-SEW-001

Staff Contact(s): Andrew Rheume, Brian Walker

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Award
Andrew Rheume	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$143,754.31 to Whitney Equipment Company, Inc. for the WWTP Pump Station 13 Replacement Pump Purchase in order to have a critical spare pump available for one of our largest sewer pump stations.

Background:

1. **History:** The pumps at Pump Station 13 were installed in October of 2010. Each pump is rebuilt every four years, and while the pumps are being rebuilt we only have one operating pump at the station. Should that pump fail there would be no backup pump to ensure the sewer flow from the Skyline area could continue without interruption.
2. **Key Terms:**
 - Contract is for a firm fixed price of \$143,754.31, which includes \$11,627.19 in 8.8% sales tax, plus freight charges as pre-approved by the City's Project Manager.
 - Pump is to be delivered by December 31, 2025.
3. **Competitive Bidding:** City Council approved [Resolution 2075](#) which waived the state competitive bidding requirements for the purchase and or replacement of Flygt pumps and accessories in the sewer collection system, pursuant to RCW 39.04.280.

Budget Impact:

Vendor	Whitney Equipment Company, Inc.
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Contract Amount	\$143,754.31
Earmarked Funds	Budgeted funds are available in the Pump Station maintenance funds as well as emergent pump station needs.
BARS #	440.750.535.81.31
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/25

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-263-SEW-001 with Whitney Equipment Company, Inc. in the amount of \$143,754.31 for the WWTP Pump Station 13 Replacement Pump Purchase.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-263-SEW-001



CONTRACT #25-263-SEW-001
Between
THE CITY OF ANACORTES
AND
WHITNEY EQUIPMENT COMPANY, INC.

WWTP Pump Station 13 Replacement Pump Purchase

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Whitney Equipment Company, Inc., a private company at 16120 Woodinville-Redmond Road NE, Suite 3, Woodinville, WA 98072 (herein after referred to as "Supplier").

1. **Scope of Work.** The Supplier shall furnish and deliver one (1) Flygt Model NP 3301 Submersible Pump including:

- a) 1 each - Flygt Model NP 3301 Submersible Pump #33010950015 NP462-6 105/460/3 2X50'(25)+FM FLS FV STD
 - a. Configuration - P (semi-permanent/wet)
 - b. Impeller - N type, Hard Iron
 - c. Curve Code - 462 (390mm)
 - d. Discharge - 6"
 - e. Horsepower - 105
 - f. Voltage - 460V 60Hz
 - g. Phases - 3
 - h. Cable Length - 50' (x2)
 - i. Rated - FM (explosion-proof)
 - j. Flygt Leak and Temp Sensors - Yes
 - k. Pump Housing - Pre-drilled for Flush Valve (sold-separate)
- b) 2 each - ZCS1989 OS Type Offset Eye Cable Grip - 1.00" - 1.50" Single Lattice
 - a. 316SS Kellems type cable strain relief for pump cables.

Installation labor is not included in this contract.

2. **Price and Payment Terms.** The Total Contract Price is **One Hundred Forty-Three Thousand Seven Hundred Fifty-Four Dollars and Thirty-One Cents (\$143,754.31)**, which includes \$11,627.19 in 8.8% sales tax, plus freight charges as pre-approved by the City's Project Manager.

3. **Contract Term.** The contract term is from full execution through delivery and full acceptance by the City of all equipment and materials.

4. **Delivery.** Advance coordination of the work shall be made with the City's Project Manager, Steve Doeblner (360) 299-1504. The Supplier shall:

- a. Deliver the item(s) specified on the Contract to the Anacortes Wastewater Treatment Plant (WWTP), 500 T Ave, Anacortes, WA 98221 ("FOB Point"), by December 31, 2025.
- b. If shipping the items, ship as Freight-On-Board (FOB) Destination, Freight Prepaid, and DDP Delivery Point if applicable. Timely delivery is of the essence to this Contract.
- c. When shipping item(s) to the City, Supplier shall obtain shipping insurance for the value of the item(s) through the shipping carrier with pre-approval of and at the cost of the City.
- d. Ensure all deliveries are made on a business day, during business hours (Monday through Friday, except City Council designated holidays, from 8:00 am, to 5:00 pm).
- e. Provide, at no additional charge, any goods, labor, packaging, crating or padding necessary to load, tie down and unload the item(s) to be delivered, so that they may be transported in a normal, safe manner without damage.
- f. Be liable for all risks for the item(s) until accepted by the City. The Supplier is responsible for any freight charges incurred in delivering the item(s) to the "FOB Point." A representative of the City will sign the Supplier's delivery ticket to acknowledge receipt of the item(s) by the City. Unless the Supplier receives such signature, the City shall not be responsible for the receipt of the item(s). The City retains the right to inspect the delivered item(s) prior to acceptance, and shall not accept item(s) that do not conform to the requirements of this Contract.

5. **Acceptance.** Supplier acknowledges and agrees that these General Provisions are incorporated in, and are a part of, each purchase order or other Contract relating to the provision of goods and/or related services by Supplier. These General Provisions supersede all conflicting or additional terms pre-printed on any purchase

order, quote, invoice, Supplier's website, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

6. **Warranty.** Supplier shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Supplier also warrants that the Goods and/or Services will conform to the specifications, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later. The Supplier shall start work to remedy any such defects within 7 calendar days of receiving City's written notice of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another Supplier, in which case the cost of corrections shall be paid by the Supplier. In the event the Supplier does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Supplier. When corrections of defects are made, the Supplier shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by City. In no event shall Supplier be allowed to disclaim or otherwise limit the express warranties set forth herein. In addition, the Supplier shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Supplier's work comply with the requirements of the Contract or any other legal rights or remedies of the City.

Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Supplier. Supplier shall pay all expenses related to the return of such Goods to Supplier.

7. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Supplier must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Supplier's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

8. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, and Contract Number. The Supplier must allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. Suppliers may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

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

9. **Withholding Payment.** In the event the City determines that the Supplier has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Supplier the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Supplier to terminate or damages, provided that the City promptly gives notice in writing to the Supplier of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the City Attorney set forth in such notice to the Supplier of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Supplier acts within the times and in strict accord with the provisions of the Disputes clause of this Contract. The City may act in accordance with any determination of the City Attorney which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Supplier, (3) to set off any amount so paid or incurred from amounts due to become due the Supplier. In the event the Supplier obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Supplier by reason of good faith withholding by the City under this clause.

10. **Final Payment: Waiver of Claim.** The Supplier's acceptance of final payment shall constitute a waiver of claims, except those previously and properly made and identified by the Supplier as unsettled at the time request for final payment is made.

11. **Defense and Indemnity.** The Supplier shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of the Contract, except for injuries and damages caused by the sole negligence of the City.

12. **Insurance Requirements**

A. Insurance Term: The Supplier shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City.

B. No Limitation: The Supplier's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Supplier to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance: The Supplier shall obtain Commercial General Liability insurance that shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

D. Minimum Amounts of Insurance: The Supplier's Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

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

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

G. Verification of Coverage: The Supplier shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Supplier before goods, materials or supplies will be accepted by the City.

H. Notice of Cancellation: The Supplier shall provide the City with written notice of any policy cancellation, within One business days of their receipt of such notice.

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

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

13. **Inspection.**

A. **Of the Work:** All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Supplier shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Supplier of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. **Project Manager's Authority:** The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Supplier may appeal to the City Attorney whose decision shall be final. The Contract shall be carried out under the general control of the representative of the City administering the Contract, who may exercise such control over the conduct of

the work as may be necessary, in their opinion, to safeguard the interest of the City. The Supplier shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Supplier of their obligations or responsibilities under the Contract.

14. **Standard Title VI / Non-Discrimination Assurances.** During the performance of this contract, the Supplier, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E" of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

15. **Assignment/Subcontract.** Supplier shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of City. No such written approval shall relieve the Supplier of any obligations of this Contract, and any transferee or subcontractor shall be considered the agent of the Supplier. Supplier shall remain liable as between the original parties to this Contract as if no such assignment had occurred.

16. **Supplier is an Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. No agent, employee or representative of the Supplier shall be deemed to be an agent, employee or representative of the City for any purpose. Supplier shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Contract.

17. **Business License.** The Anacortes Municipal Code requires that every business located within the city limits of Anacortes register the business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$4,000 or more within Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

18. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Supplier with funds paid by the City pursuant to the terms of this Contract shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Supplier. Pursuant to RCW 42.56.70, all information and documents produced under this Contract may be subject to public disclosure.

19. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against City on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any material furnished or work or services performed hereunder, Supplier shall defend City against any such suit or claim and hold City harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

20. **The City's Right to Terminate Contract.**

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

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

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

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

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

24. **Disputes**

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

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

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

D. **Dispute Resolution:** In the event of a dispute between the City and the Supplier arising out of this Contract, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Supplier to have oversight over the administration of this Contract. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute.

In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

25. **Force Majeure**. Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; pandemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2)

working days after the force majeure event or reasonable discovery of the event's impact on performance. Failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Supplier shall have no recourse against the City.

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

27. **Compliance with Laws.** The Supplier in the performance of this Contract shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Contract to assure quality of services.

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

29. **Survival of Contract Termination.** The provisions of the following paragraphs and the liability of the Supplier for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Disputes; Defense & Indemnity.

30. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221
contracts@anacorteswa.gov

SUPPLIER:

Whitney Equipment Company, Inc
Brad Vande Vusse
16120 Woodinville-Redmond Road NE, Suite 3
Woodinville, WA 98072
brad@weci.com

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents. Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

CITY OF ANACORTES

WHITNEY EQUIPMENT COMPANY, INC

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



City Council Agenda Bill

Meeting Date: October 13, 2025 **Agenda Item:** 6.c.

Agenda Item Title: Staffing for Adequate Fire and Emergency Response (SAFER) Grant

Staff Contact(s): Bill Harris

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Bill Harris	Presentation

Item Summary: The City of Anacortes has applied for and received a SAFER grant from the Federal Emergency Management Agency. This grant will help fund 3 Firefighter positions for 36 months which will allow us to move our Battalion Chiefs off of the engine company on a permanent basis. There are multiple operational, safety and efficiency reasons for making this move which will be outlined during the presentation.

Budget Impact:

In 2026, the three new firefighters will cost approximately \$602,000. Of this, the grant will cover 75% or approximately \$452,000 which leaves \$150,000 for the city. By leaving the Assistant Chief position unfilled (\$225,000 total) we will see a net benefit to the General Fund of \$75,000 for 2026.

Previous Action:

Recommended Motion: I move to authorize the Mayor to accept the FY 2024 SAFER Grant Award and create 3 new Fire Department FTEs beginning in 2026.

Alternative Actions:

Attachments (listed in order presented):

1. Written Public Comment - Chris Byer - SAFER Grant
2. SAFER Presentation

From: [No Reply](#)
To: [CityClerk](#)
Subject: Public Comment Submission
Date: Monday, October 13, 2025 3:10:51 PM

***** This email is from outside the City of Anacortes network. Please use caution when clicking on links, opening attachments, or replying. *****

Submitted by: Chris Byer
Email Address: iaff1537@gmail.com

Commented on event: <https://anacorteswa.portal.civicclerk.com/event/1204/overview>
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Council, We, the members of the Anacortes Professional Firefighters, respectfully urge your support for an extraordinary opportunity: acceptance of the Staffing for Adequate Fire and Emergency Response (SAFER) Grant. This highly competitive FEMA program is awarded only to departments nationwide that demonstrate the greatest need. Securing this grant would enable us to meet the staffing goals previously identified by the Fire Chief and—remarkably—for the first time in our department’s history, bring our downtown response area into alignment with national minimum standards for company-level staffing. These standards are in place for two critical reasons: to ensure the safety of our community and to provide safe working conditions for the first responders who serve it. Please stand with us in protecting our growing community. With gratitude, Your Anacortes Firefighters



Staffing For Adequate
Fire and Emergency
Response Grant

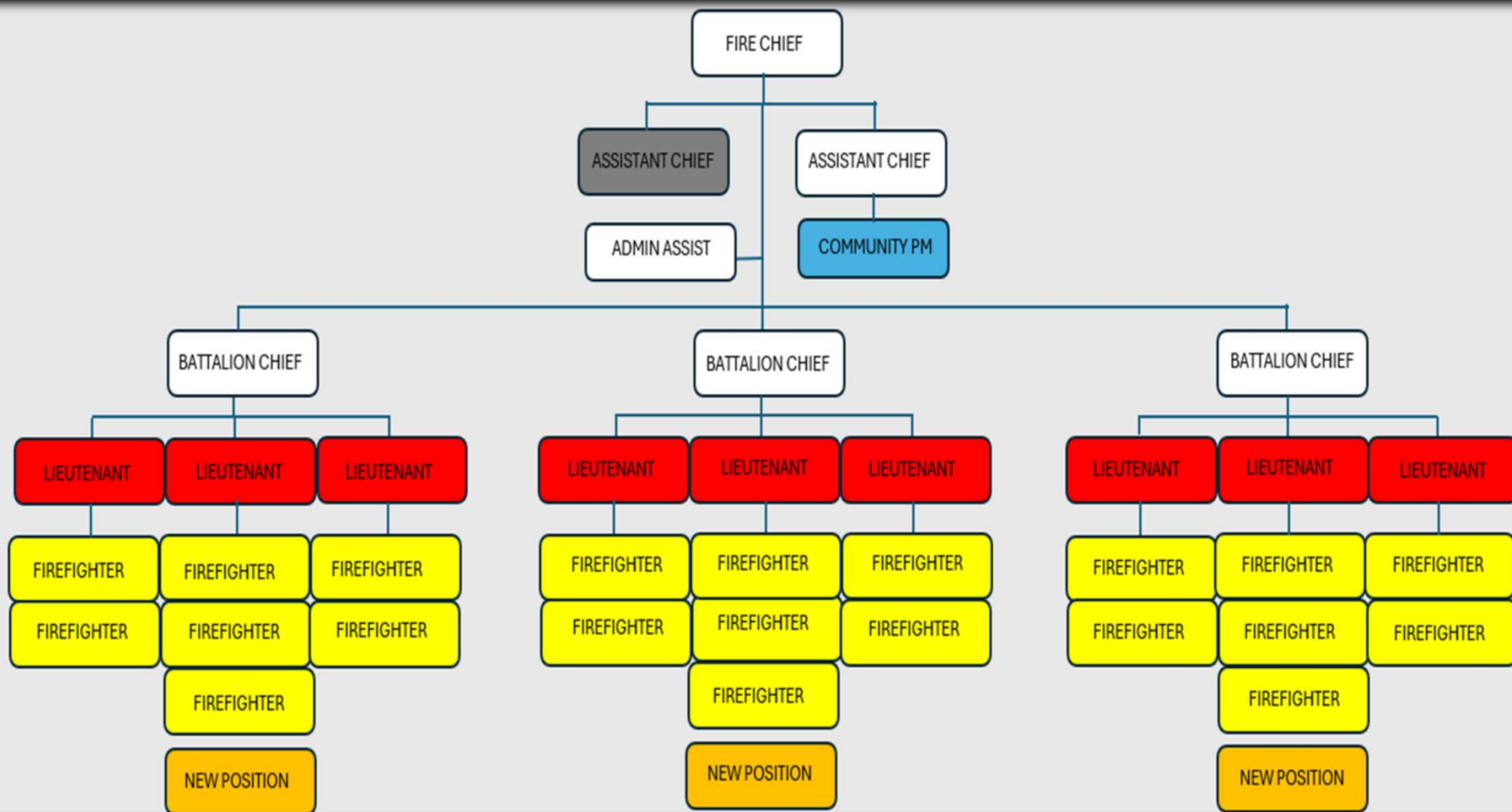
What is SAFER

FEMA Preparedness Grant

The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments to help them increase or maintain the number of trained, "front line" firefighters available in their communities.

The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA (NFPA 1710 and/or NFPA 1720).

- Our application was written for 3 Firefighters
- The Grant will offset their costs for 36 months
- 75% in year 1, 75% in year 2 and 35% in Year 3

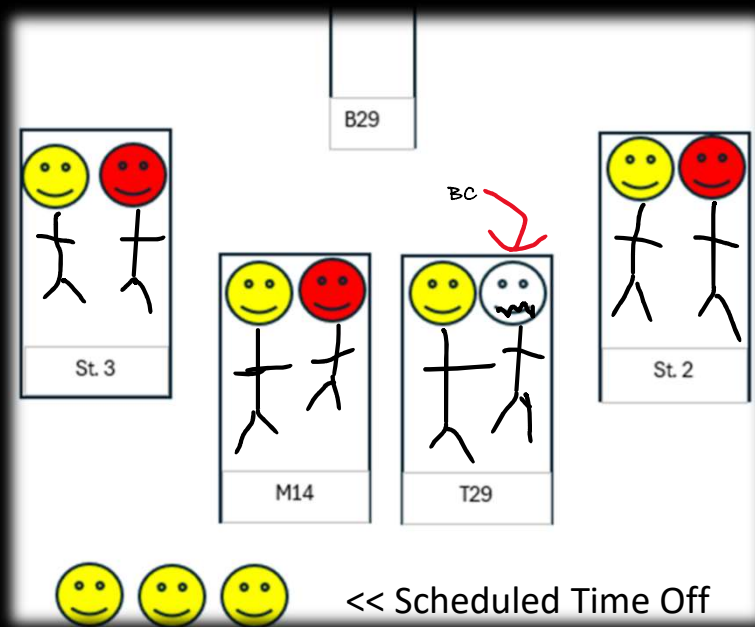


One of the firefighters will be assigned to each of our 3 Shifts.

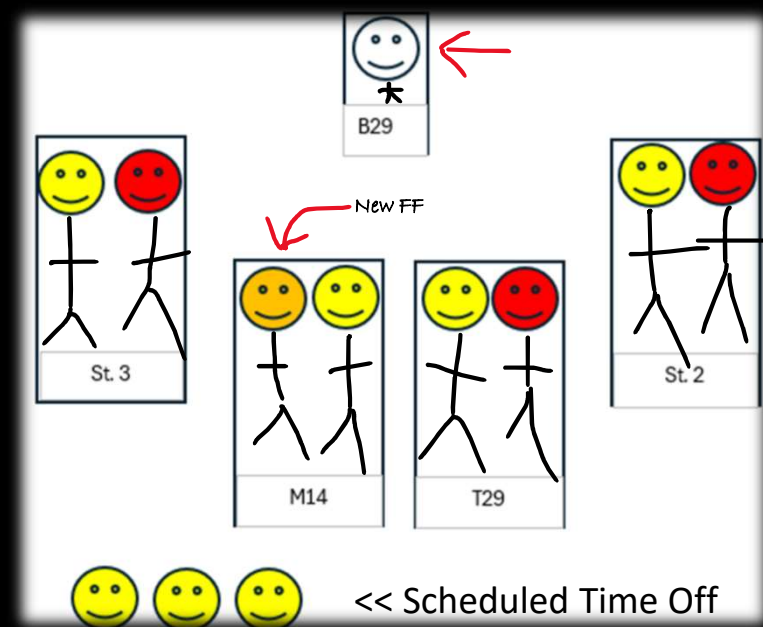
This brings the Shift strength to 12, which will allow for normal daily staffing of 9.

This allows us to take the Battalion Chief off the engine and into a command vehicle full time.

Current Shift of 11



Future Shift of 12



Why?

There are multiple operational, safety and efficiency benefits.

Our current model of Administrative Chiefs is no longer adequate. Call volume and complexity are too high.

- Admin Chiefs are not involved in the day-to-day procedures and operations.
- Situational awareness of units and personnel cannot be maintained by admin chiefs.
- Difficult to maintain a high level of operational skill/training while carrying out normal duties.

Battalion Chiefs need to be mobile.

- Ability to supervise and train crews at the outlying stations.
- Ability to respond to assist single units allowing the Truck to remain in service.
- Reduced response times during high volume periods.

Operational and Safety Improvements

- When assigned to the engine the BC is responsible for task level work and cannot command properly.
- NIOSH 5 – Inadequate risk assessment, lack of incident command, lack of accountability and insufficient communication.
- Quicker response allows for earlier entry for the engine companies. (2 in /1 out requirements)
- More flexibility for inspections and public education. (Not tied to the Truck or Engine for minor responses)

Financial Impact

This has been a 2-year plan.

We promoted the BCs and Lieutenants for this in 2025 as well as purchased the BC response vehicle.

We initially intended to use the increase in EMS Levy funds from the new rate. (2026 is \$713,603 more than 2024) In 2025 we committed much of those funds to capital projects: A medic unit, Battalion Chief vehicle and station improvements. The intent was to turn those funds into 3 FTEs in 2026.

SAFER Grant Award will allow those EMS funds to be utilized in other budget areas for the next 3 years and we are no longer funding one of the previous Assistant Chief positions.

	2026	2027	2028	3 Yr Total
3 FTEs	602154	632262	663875	1898291
Levy Inc	713603	802893	895755	2412251
AC Savings	225000	236250	248063	709313
Net GF Change	336449	406881	479943	1223273

EMS Levy Increase

2024	1518649	
2025	2146396	627747
2026	2232252	713603
2027	2321542	802893
2028	2414404	895755

	2026	2027	2028	3 Yr Total
3 FTEs	602154	632262	663875	1898291
SAFER	451615	451615	210754	1113984
Levy Inc	713603	802893	895755	2412251
AC Savings	225000	236250	248063	709313
Net GF Change	788064	858496	690697	2337257

	2026	2027
3 FTEs	602154	632262
SAFER	451615	474197
AC Savings	225000	236250
Net GF Change	74461	78185

Questions?



City Council Agenda Bill

Meeting Date: October 13, 2025 **Agenda Item:** 6.d.

Agenda Item Title: ACCESS Anacortes Fiber Internet Presentation and Ordinance 5007 (Municipal Code Update)

Staff Contact(s): Emily Schuh

Approved for Submittal to Council by **Action Type**

Greg Francioch
Emily Schuh
Steve Hoglund
Darcy Swetnam

Ordinance

Item Summary: ACCESS Anacortes Fiber Internet will provide an update to City Council and introduce Ordinance 5007. This ordinance proposes to add Section 13.56.060 and amend Subsection 1.30.080 of the Anacortes Municipal Code to establish and regulate the City's use of dark fiber leases. Specifically, the new section introduces an Open Data Transport Policy. Ordinance 5007 was reviewed by the Fiber Committee prior to being presented to the full City Council.

Budget Impact:

n/a

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. ACCESS Anacortes Fiber Internet Presentation
2. Ordinance 5007

The logo is contained within a dark blue rounded rectangle. On the right side of the rectangle, there are seven horizontal yellow bars of varying lengths, stacked vertically and slightly offset to the right, creating a sense of motion or signal. The word "access" is written in a light blue, lowercase, sans-serif font.

access

ANACORTES FIBER INTERNET

City Council Presentation
October 13, 2025 updated

Business Plan Goals

- ✓ Deliver high speed residential & business internet service at competitive prices throughout the community
- ✓ Provide excellent customer service
- ✓ Achieve market share of 35% or more
- ✓ Pay for any construction liabilities (loans) with subscriber revenue
- ✓ Achieve payback on construction investment (15-20 years)
- ✓ Become cash flow positive in 2-3 years
- ✓ Spur local business development and economic growth



Value Proposition

- > **Faster Speeds**
 - > **Lower Prices**
 - > **More Reliable**
 - > **Locally Run**
-

Residential Plans

Month to Month

100 Mbps	\$39/month
1 Gbps	\$69/month
Managed WiFi	\$10/month
Install Fee	\$100

Business Plans

12 Month Contract

100 Mbps	\$89/month
1 Gbps	\$149/month
Managed WiFi	\$10/month
Install Fee	\$100

**Truly
local
internet.**



How does access to high-speed internet benefit Anacortes?

Expands markets for local businesses

Enhances education and provides continuing education opportunities

Grows Employment Opportunities
Telework allows employees to work from home or be self-employed.

Supports Telemedicine Options

Saves Money & Time

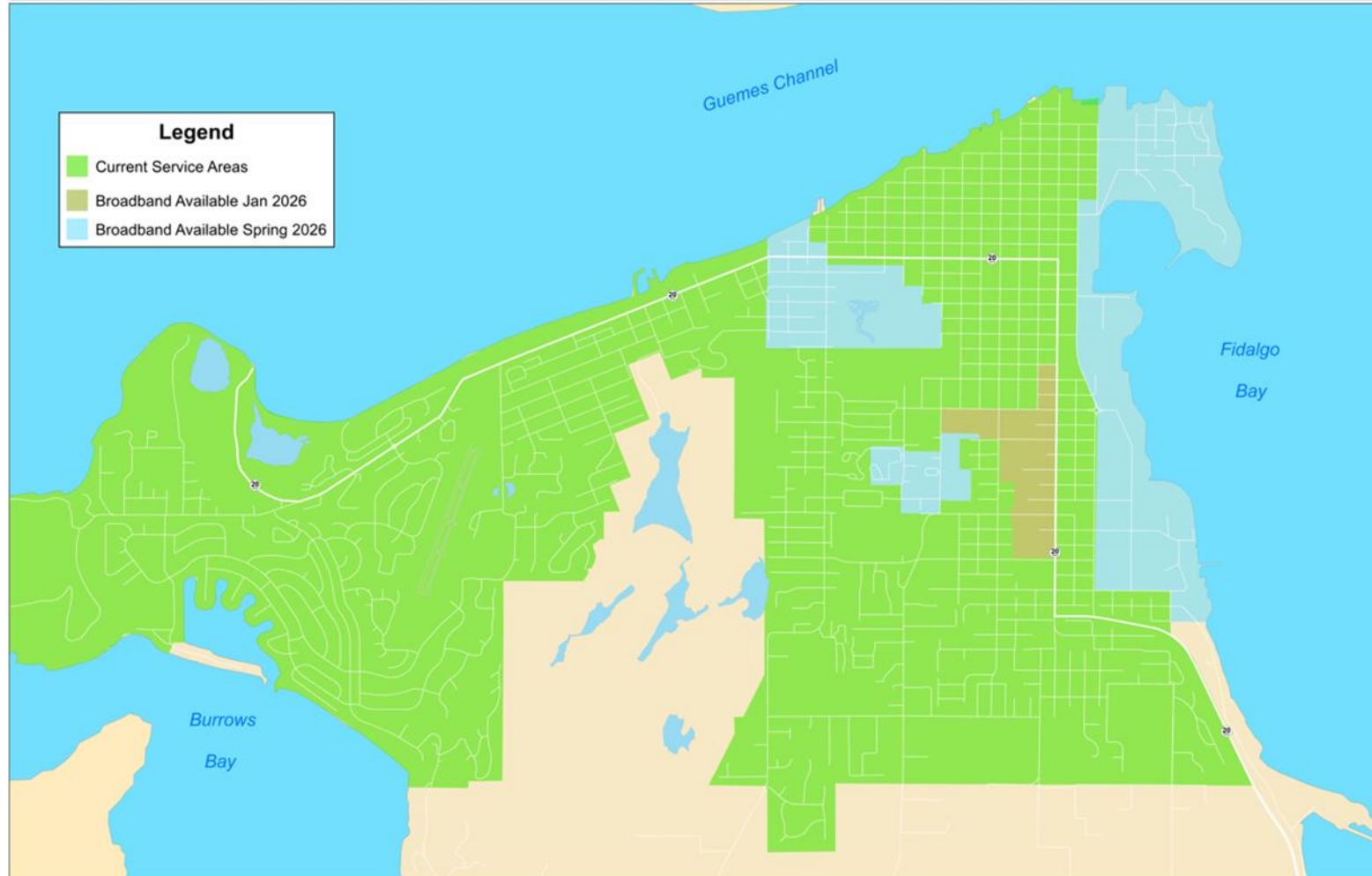
Increases Home Value (FTTH Council broadband connection increased property prices by 3.1%)

Encourages Business Development



Fiber Availability

Updated: 10/07/2025

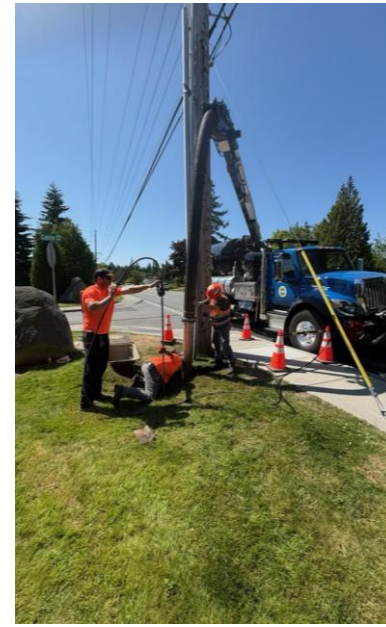
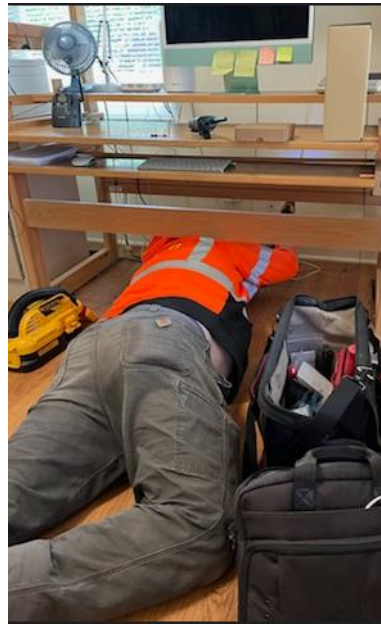
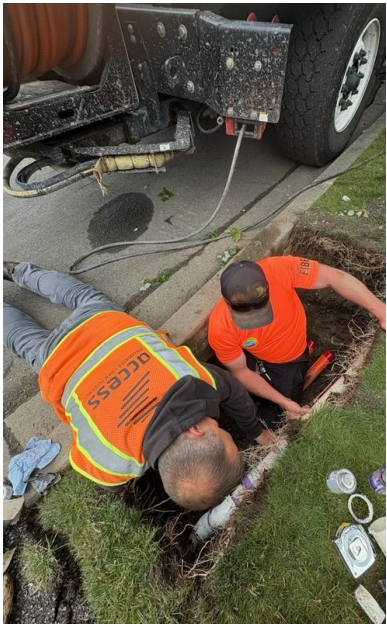


ORDINANCE 5007

AMC New Section

13.56.06 Open Data Transport Policy

- A. The primary purpose of the City's municipal fiber network infrastructure is to provide communication services to end users within its service area. The City's fiber service area is within the city limits.
- B. The City may make selected portions of its network available to transport data on behalf of other qualified parties who provide communications services to residents and businesses within Anacortes subject to the following restrictions:
 - a. The rates charged for such data transport service shall be adequate to recover
 - i. twenty percent annually of the cost of constructing the portions of the network used for the data transport service;
 - ii. the reasonably estimated costs of operating and maintaining the portions of the network used for the data transport service during the service period; and
 - iii. the reasonably estimated costs of negotiating, entering, and administering any data transport service agreement.
 - b. City staff will determine technical requirements for any interconnection with the City's network.
- C. The City may not enter into any agreement for data transport service that is inconsistent with this Section.
- D. Any data transport service agreement entered into pursuant to this Section must comply with Chapter 1.30 AMC



Installations

Results (updated 10/13/25)

Residential	Count	Monthly Revenue	Commercial	Count	Monthly Revenue	Other Customers
100Mbps	817	\$ 31,863	100Mbps	50	\$ 4,450	\$ 1,127
100Mbps managed	702	\$ 34,398	100Mbps managed	52	\$ 5,148	\$ 1,388
1Gbps	652	\$ 44,988	1Gbps	63	\$ 9,387	\$ 694
1Gbps managed	459	\$ 36,261	1Gbps managed	18	\$ 2,862	\$ 463
One Static IP	7	\$ 63	One Static IP	27	\$ 243	\$ 1,236
Five Static IPs	3	\$ 60	Five Static IPs	19	\$ 380	\$ 311
Total:	2630	\$ 147,633	Total:	183	\$ 22,470	\$ 223
Monthly Revenue	\$ 176,153					\$ 610
	EDA	West End	Guemes View	AD HOC	Pilot Area	Total
Potential Customers	1815	2302	872	369	2273	7631
Sign-ups	1060	1269	500	10	1353	4192
Take-Rate	58.4%	55.1%	57.3%	2.7%	59.5%	54.9%
In-Service	157	1035	378	10	1233	2813
Percentage of Orders in Service	14.8%	81.6%	75.6%	100.0%	91.1%	



Contact us.

360-588-8300

broadband@anacorteswa.gov



Ordinance No. 5007
An Ordinance Adding Section 13.56.060 and Amending Subsection 1.30.080 to
the Anacortes Municipal Code to Establish and Limit the City's Use of Dark
Fiber Leases

Whereas the City Council of the City of Anacortes desires to provide reliable, high-speed internet to the residents and businesses of Anacortes, for the benefit and growth of economic and community goals; and

Whereas the City Council desires to promote the health, safety, and welfare of the community in the use and provision of telecommunication facilities and services while providing for the equitable distribution among telecommunication subscribers of the costs of construction, expansion, replacement, maintenance, and operation of telecommunication facilities and services; and

Whereas the City Council desires to adopt regulations outlining the limitations on how the City's municipal fiber network can be used by network services for other qualified parties who provide communications services to the Anacortes community.

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

Section 1. A new section 13.56.060 is added to the Anacortes Municipal Code to read as shown in Attachment A.

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

Ordinance 5007

Attachment A

New Section 13.56.060 Open Data Transport Policy.

- A. The primary purpose of the City's municipal fiber network infrastructure is to provide communication services to end users within its service area. The City's fiber service area is the City limits.
- B. The City may make selected portions of its network available to transport data on behalf of other qualified parties who provide communications services to residents and businesses within Anacortes subject to the following restrictions:
 - 1. The rates charged for such data transport service shall be adequate to recover
 - a. twenty percent annually of the cost of constructing the portions of the network used for the data transport service;
 - b. the reasonably estimated costs of operating and maintaining the portions of the network used for the data transport service during the service period; and
 - c. the reasonably estimated costs of negotiating, entering, and administering any data transport service agreement.
 - 2. City staff will determine technical requirements for any interconnection with the City's network.
- C. The City may not enter into any agreement for data transport service that is inconsistent with this Section.
- D. Any data transport service agreement entered into pursuant to this Section must comply with Chapter 1.30 AMC



City Council Agenda Bill

Meeting Date: October 13, 2025 **Agenda Item:** 6.e.

Agenda Item Title: Resolution 3188: City Council Procedures

Staff Contact(s): Darcy Swetnam, Emily Schuh

Approved for Submittal to Council by **Action Type**

Greg Francioch
Darcy Swetnam
Steve Hoglund

Resolution

Item Summary: Resolution 3188 proposes to update Council Procedures. The discussion of potential updates started at the Mayor-Council budget retreat in 2025. Council discussed detailed procedural update recommendations at a September 8, 2025 work session and continued the discussion at its September 15, 2025 regular Council meeting. Staff now provide a redline draft resolution that attempts to incorporate the points discussed by Council, the Mayor, and staff.

Budget Impact:

None anticipated

Previous Action: Council began its discussion on [September 8, 2025](#)

Council continued its discussion on [September 15, 2025](#)

Recommended Motion: I recommend we adopt Resolution 3188 to update City Council Procedures.

Alternative Actions: Return to staff for further revisions.

Attachments (listed in order presented):

1. 251013 Resolution 3188 Updating Procedures
2. 250908 Council Procedures Comment Compilation
3. Council Procedures and Committee Structure Powerpoint 250915

Resolution No. 3188

A Resolution Updating City Council Procedures

Whereas RCW 35A.11.020 provides that “the legislative body of each code city shall have power to organize and regulate its internal affairs...and to define the functions, powers, and duties of its officers and employees”;

Whereas RCW 35A.12.120 provides that “the council shall determine its own rules and order of business, and may establish rules for the conduct of council meetings and the maintenance of order”;

Whereas Council adopted new procedures in Resolution No. 1949 on April 4, 2016; ;

Whereas Council updated its procedures in Resolution No. 3094 on July 5, 2022;

Whereas Council updated its procedures in Resolution No. 3141 on December 11, 2023;

Whereas the City Council wishes to adopt new procedures to govern itself and increase the efficiency and effectiveness of its meetings;

Now, therefore, be it resolved by the City Council of the City of Anacortes:

Section 1. The procedures attached as Attachment A are adopted.

Section 2. This Resolution shall take effect five days after publication as required by law.

PASSED by the City Council this ____ day of _____, 2025.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk/Treasurer

Attachment A—City Council Procedures

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1 General Provisions

1.1 Authority

- (a) The City Council has broad powers as a legislative body of a noncharter code city, as described in RCW 35A.11.020, including -provides that “the legislative body of each code city shall have power to organize and regulate its internal affairs...and to define the functions, powers, and duties of its officers and employees.”
- (b) RCW 35A.12.120 provides that “the council shall determine its own rules and order of business, and may establish rules for the conduct of council meetings and the maintenance of order.”

1.2 Definitions

- (a) “Chair” means the presiding officer of a meeting; for council meetings, usually the Mayor.
- (b) “Clerk/Treasurer” means the City Clerk/Treasurer or designee.
- (c) “Final action” has the same meaning as in RCW 42.30.020: a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance.

- 1.3 **Savings.** These rules are meant to provide assistance to the Council and Mayor/Chair for orderly, cordial, and constructive proceedings. The failure to adhere to any of these rules shall not be cause to nullify, invalidate, void or render unenforceable any action taken or any non-action by the Council or any action by the City in reliance thereon. Without affecting rights otherwise provided by law, no person has any cause of action to challenge any ordinance, resolution, motion, decision, or any act whatsoever taken by the Council or the City based on any action or nonaction by the Council in violation of, or in alleged violation of, these rules.

2 Officers

2.1 Mayor

- (a) Per RCW 35A.12.100, the Mayor “shall preside over all meetings of the city council when present.”
- (b) The Mayor is an independently elected official of the City of Anacortes with duties and powers established by statute and city code. These procedures do not affect the Mayor’s duties and powers as established by statute or city code; instead, they govern the role of the Mayor in City Council meetings as presiding officer.
- (c) The Mayor does not have a vote on matters before the City Council except in the case of a tie vote as permitted by RCW 35A.12.100 with respect to matters other than the passage of any ordinance, grant or revocation of franchise or license, or any resolution for the payment of money.
- (d) The Mayor may participate in discussion of all issues that come before the Council.

Commented [DS1]: From Emily: Link to handbook that we identified that we would send out
<https://mrsc.org/getmedia/034f13b6-7ec2-4594-b60b-efaf61dd7d10/Mayor-And-Councilmember-Handbook.pdf?ext=.pdf>

Commented [DS2]: A request was made to identify Council’s authority in the procedures. The current procedures do reference RCW 35A.11.020, which is what grants Council’s authority, so I tried to strengthen that language. Please let us know if you would like to further enumerate Council’s powers under the statute.

2.2 Mayor Pro Tem.

- (a) Election. The City Council must elect a Mayor Pro Tem from among the Councilmembers at the first Council meeting in January after each general municipal election, and whenever a vacancy occurs.
- (b) Duties and Powers.
 - (1) In case of the absence or temporary disability of the Mayor, the Mayor Pro Tem may perform the duties of the Mayor.
 - (2) In the event of a vacancy in the office of Mayor pursuant to RCW 35A.12.050 or RCW 42.12.010, the Mayor Pro Tem shall perform the duties of mayor and preside over the Council during the interim period starting when the vacancy commences and ending upon the appointment to fill the vacancy pursuant to RCW Chapter 42.12.
 - (3) When acting for the Mayor, the Mayor Pro Tem has the power to:
 - (i) call special meetings;
 - (ii) administer oaths and affirmations;
 - (iii) take affidavits and certify them;
 - (iv) sign all conveyances made by the City and all instruments that require the seal of the City. See RCW 35A.12.100, Duties and Authority of the Mayor.
- ~~(c)~~ Right to vote. The appointment of a councilmember as Mayor Pro Tem does not in any way abridge that councilmember's right to vote upon all questions coming before the Council.
- ~~(e)~~~~(d)~~ If both the Mayor and Mayor Pro Tem are unavailable to chair a Council meeting, the Councilmembers in attendance will appoint a chair.

2.3 Clerk/Treasurer.

- (a) Duties. The City Clerk/Treasurer must:
 - ~~(1)~~ Prepare the council meeting agenda.
 - ~~(2)~~ Prepare all City Council meeting notices.
 - ~~(3)~~ Collect and record written public comments.
 - ~~(4)~~ Note any requests for information made during a Council meeting and follow up to ensure the requested information is provided in a timely manner.
 - ~~(4)~~~~(5)~~ Note any questions asked by members of the public during the public comment period and forward those questions to the staff member best able to respond.
 - ~~(2)~~~~(6)~~ Maintain and publish the list of council committees and their meeting schedules.

3 Council Meetings—Types

3.1 Regular Meetings.

- (a) Regular meetings of the City Council are held on the first, second, third, and fourth Monday of each month at 6:00 p.m., except that when any of these days falls on a holiday, the City Council meets on the next business day.
- (b) The City Council may cancel, postpone, or advance the date of any regular Council meeting, except per RCW 35A.12.110 the City Council may not hold fewer than one regular business meeting in each month.
- (c) Regular meetings are held in in the Council Chambers at City Hall.
- (d) In the event there are no agenda items to be considered at a scheduled meeting, such meeting may be canceled by notification by the Mayor to members of the City Council, the public, and other affected parties.

3.2 Special Meetings.

- (a) A special meeting is any meeting of the City Council other than a regular meeting.
- (b) Per RCW 35A.12.110, a special meeting may be called at any time by the Mayor or by any three council members.
- (c) Notice of special meetings must be provided in accordance with RCW 42.30.080.
- ~~(d)~~ Per RCW 42.30.080(3), final action at special meetings may only be taken on the items on the agenda.
- ~~(d)~~(e) An opportunity for public comment will be provided at all Special Meetings.

Adjournment. Any regular, adjourned regular, special, or adjourned special meeting may be adjourned in the manner set forth in RCW 42.30.090.

3.4 Continuances.

Any meeting or hearing being held, noticed, or ordered to be held by the City Council may be continued to a specified time and place in the manner set forth in RCW 42.30.100.

3.5 Executive Sessions.

- (a) The City Council may hold an executive session without the public as allowed by RCW 42.30.110 at any time during a meeting without a requirement for prior notice.
- (b) When the Council adjourns to an executive session, the ~~Mayor~~Chair must:
 - (1) announce the general topic and the specific RCW authorizing the executive session;
 - (2) specify whether or not the City Council will reconvene afterward and the expected time the City Council will reconvene;
 - (3) announce that the Council will not take any final action in executive session.
- (c) Consistent with RCW 42.30.910, the authorized purposes for executive sessions are to be strictly construed.

- (d) Attendance at executive sessions is limited to councilmembers, the Mayor, and those staff necessary to discuss the subject of the executive session.
- (e) No Councilmember, employee of the City, or any other person present during an executive session may disclose the content or substance of any discussion or action that took place during the executive session, unless authorized to make such disclosure. Any unauthorized disclosure in violation of this subsection would be a violation of RCW 42.23.070(4) and subject the disclosing party to penalties outlined in RCW 42.23.050.
- (f) Any discussions in an executive session with its City Attorney or other legal counsel are subject to the attorney-client privilege.
- (g) The Council may not take any votes or any “final action” as defined by RCW 42.30.020(3) at any executive session.

3.6 Retreats

- (a) The Council may meet in an informal conversation setting for a variety of purposes related to City business. Such meetings constitute special meetings under RCW 42.30.080.

4 Council Meetings—Attendance

4.1 Quorum.

- (a) **Defined.** Per RCW 35A.12.120, a majority of all the members of the City Council constitutes a quorum.
- (b) No business may be conducted without a quorum of councilmembers present or participating in absentia.
- (c) If a quorum is not present at the beginning of a meeting, or if the absence of a quorum arises during a meeting, the presiding officer must adjourn the meeting.

4.2 Attendance Required.

- (a) All Councilmembers must attend all regular meetings of the City Council. Any Councilmember who cannot attend a meeting should notify the Mayor of the reason he or she cannot attend. The Mayor must advise the Council of the reason and entertain a motion to excuse the absence, if any.
- (b) At any regular meeting where a Councilmember is absent, any other Councilmember may move to excuse the absent member. A motion to excuse requires a second and majority vote for passage.
- (c) Per RCW 35A.12.060, a Councilmember is automatically removed from office after failure to attend three consecutive regular meetings without being excused.
- ~~(d)~~ A Councilmember participating in absentia up to twelve meetings per calendar year is not considered absent for the purpose of RCW 35A.12.120 or RCW Chapter 42.30.

4.3 Participation in Absentia.

- (a) **Defined.** Participation in absentia means participation in a council meeting without being physically present.

- (b) A Councilmember participating in absentia must login to the City Council meeting using City provided login credentials, and use the electronic meeting link published by the Assistant to the City Clerk.

5 Council Meetings—Agenda

5.1 Preparation.

- (a) The City Clerk/Treasurer is responsible for preparation of the City Council's meeting agenda.
- (b) The City Clerk/Treasurer must distribute the agenda to Councilmembers and publish it to the City website for regular meetings at least five calendar days prior the meeting.

5.2 Form and Standard Order of Business. Unless modified by the Chair for a single meeting, the agenda must list business in the following order:

- (a) Call to Order / Pledge of Allegiance;
- (b) Announcements and Committee Reports (including a list of Council Committees that met since the prior meeting);
- (c) Public Comment;
- (d) Consent Agenda;
- (e) any public hearings;
- (f) any high-priority business that must be conducted at that meeting;
- (g) any other business.

5.3 Addition of items to the agenda

- (a) A City Department Head may request addition of an item to a Council meeting agenda. An agenda item coversheet is required for all such agenda items.
- (b) Any two Councilmembers, by submitting a written request to the Clerk/Treasurer, may add an item to a Council meeting agenda for a specific date at least 6 days after the request. The Mayor may decline to put a requested item on an agenda if it is inappropriate, untimely, or unrelated to the business of the City. However, if ~~three~~ two Councilmembers support the agenda request, the item must be included on the agenda. An agenda item coversheet is required for all such agenda items.
- (c) A member of the public may suggest or request, in writing, an item for a future Council meeting agenda. The Mayor has discretion to decide whether to add such an item to a Council meeting agenda, and may recommend the item be presented instead to a Council Committee.

~~(d) On the second and fourth regular meeting of each month, items requiring final action, other than those qualifying for the consent agenda, should not be scheduled.~~

5.4 Information from staff

- (a) Staff will provide all materials related to each agenda item in the City Council packet, which will be published the week prior to the meeting. Materials must include any documents or information necessary for Council to fully prepare to discuss and decide on agenda items. Staff

may not present new information to Council at a Council meeting, but may summarize materials from the packet in their presentation. If the agenda item includes a physical location, a map must be included.

(b) Every agenda item must be accompanied by a complete cover sheet that provides key information about that item. The cover sheet must include the following:

(1) Background information: Summary of the item and why it is before Council for action.

(2) Procedural history: Overview of previous processes taken with respect to the item, e.g. Council Committee consideration, Planning Commission actions, etc.

(3) Budget information: The budget impact of the agenda item and any funding sources.

(4) Previous actions completed: Summary and links to materials from previous Council action on the agenda item.

(5) Staff contact: The name of an individual staff member who Councilmembers may contact if they need additional information.

(6) Recommended action if any.

(7) Key Terms: For contracts, a concise statement of contract price, term, and other key terms.

(8) Competitive Bidding: For contracts, a summary of procurement requirements and process used to select contractor.

(c) The Clerk/Treasurer or their designee will record any requests for additional information made by Councilmembers during meetings. The Clerk/Treasurer or designee will forward any such requests to the applicable staff member and follow up to ensure the entire Council receives the requested information.

(d) Staff will provide Council with notice of quasi-judicial matters that may come before City Council for consideration so that Council can avoid ex parte communication in violation of the Appearance of Fairness Doctrine.

6 Council Meetings—Standard Business

6.1 Call to Order.

- (a) The Clerk/Treasurer must note the absence of any councilmember.
- (b) Attendees stand and recite the pledge of allegiance.

6.2 Announcements and Committee Reports.

Councilmembers and the Mayor should make any announcements related to city business that are relevant to the Council or the public.

6.3 Public Comment. See Rule ~~99~~ Council Meetings—Public Comment.

6.4 Consent Agenda.

- (a) The Consent Agenda is a list of routine items not requiring discussion or independent action.

- (b) The Council must approve the items on the Consent Agenda as a group, but any Councilmember may remove any item from the Consent Agenda to be considered separately.
- (c) All items on the Consent Agenda (except for minutes and routine payment of claims) require:
 - (1) a completed agenda item coversheet;
 - (2) the complete document for which approval is requested;
 - (3) approval as to content by the relevant department head;
 - (4) approval as to budget by the Clerk/Treasurer;
 - (5) approval as to form by the City Attorney.
- (d) Items eligible for consent agenda include the following.
 - (1) meeting minutes.
 - (2) payment of claims per AMC Chapter 3.02;
 - (3) street fair applications;
 - (4) resolutions to set the date of a public hearing;
 - (5) final decisions on land use applications that received unanimous preliminary approval at a previous meeting;
 - (6) grant agreements ≤ \$250,000;
 - (7) Public Works contracts ~~that have been publicly bid~~ ≤ \$200,000;
 - ~~(8) purchased or personal services contracts on standard city forms~~ ≤ \$100,000;
 - ~~(9) contracts for goods, materials and supplies not connected to a public works project~~ ≤ \$100,000;
 - ~~(10) interlocal agreements~~ ≤ \$50,000;
 - ~~(11) modifications to interlocal agreements;~~
 - ~~(9)(12)~~ modifications of any contract ≤ \$100,000 or 10% of the total contract amount, whichever is less;
 - ~~(9)(13)~~ any item the council has indicated may be placed on the Consent Agenda at a previous meeting.

7 Council Meetings – Work Sessions

7.1 Work Sessions Defined.

- ~~(a) Work Sessions are Council meetings that are less formal than regular business meetings which allow for more in-depth consideration and evaluation of policy topics.~~
- ~~(b) No ordinances or resolutions may be adopted during Work Sessions.~~

7.2 Frequency.

Council will hold a Work Session at least once a month.

7.3 Procedures.

- (a) Items may be placed on Work Session agendas following the same procedures as regular Council meetings.
- (b) Work Sessions may be scheduled during a regular Council meeting or may be noted as a Special Meeting.
- (c) Council may request specific materials to be prepared by staff in preparation for a Work Session. Staff will prepare packet materials following the same requirements as for regular Council meetings.
- (d) Council may request staff to set up an alternative seating arrangement other than the dais to facilitate collaboration during Work Sessions.

7.8 Council Meetings—Motions, Voting, and Types of Action

7.18.1 Debate. Debate must follow the Roberts Rules of Order, rules in Attachment B.

7.28.2 Voting.

- (a) All votes may be taken by voice vote except for final votes on the adoption of an ordinance or resolution, which must be by roll call. The Clerk/Treasurer will rotate the order of calling roll call votes every meeting.
- (b) Per RCW 35A.12.120, any vote must be by roll call vote if a council member requests it.
- (c) Per RCW 35A.12.120, the passage of any ordinance, grant or revocation of franchise or license, and any resolution for the payment of money requires the affirmative vote of at least a majority of the whole membership of the council.
- ~~(e) —~~

7.38.3 Resolutions.

- (a) **Defined.** A resolution is a written form of a motion.
- (b) The City Council may use a resolution to formalize rules, recommendations, administrative policies, or expressions of opinion; to authorize contracts; and to take other actions that do not require an ordinance.
- (c) A resolution does not require approval of the Mayor. The Mayor's signature on a resolution indicates the Mayor's certification, as presiding officer, that the Council approved the resolution as written.

7.48.4 Ordinances

- (a) **Defined.** An ordinance is a law of the City. An ordinance is generally required for the following actions:

- (1) imposing a tax;
- ~~(2) establishing fees or charges for city services;~~
- ~~(3)~~(2) regulating the conduct of business;
- ~~(4)~~(3) revising the Anacortes Municipal Code and other city regulations;
- ~~(5)~~(4) adopting or revising the Comprehensive Plan;
- ~~(6)~~(5) other items that State law or City policy requires to be enacted by means of an ordinance.

- (b) **Two-read rule.** All regulatory, non-emergency n-ordinances must be heard at two separate council meetings before ~~it-they~~ can be adopted.

89 Council Meetings—Public Comment

(a) Generally.

- (1) The chair should preserve order and decorum at all regular and special meetings of the City Council, in accordance with RCW 43.30.050.
- (2) Meetings are intended to be of a neutral and businesslike atmosphere.
- ~~(3) These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising the right to free speech.~~
- ~~(4) Applause or cheering is prohibited during meetings, except during announcements.~~
- ~~(5) The general public comment period is an opportunity for the public to share information and concerns with the City Council. As such, Councilmembers should not respond to questions during the public comment period.~~
- ~~(3)~~(6) Opportunities for public comment may not be used to engage in any campaigning activity that would support or oppose any ballot measure or any candidate for elective office.

(b) Opportunities.

- (1) The agenda may indicate when opportunities for public comment are allowed or invited.
- (2) The mayor or councilmembers may invite additional information, questions, or comments from the public, pertinent to the matters under discussion.
- ~~(3) Public input for quasi-judicial proceedings and-will be governed by the rules of procedure applicable to the type of proceeding, e.g. only parties of record may comment in appeal hearings. other actions covered by specific rules of procedure are governed by the applicable rules.~~
- (4) Comments on certain matters may be restricted to the date and time they are considered under an agenda, such as those requiring a public hearing or subject to a public participation plan.

(c) **Time limits.**

- (1) The chair may set uniform time limits or time allocations for testimony as necessary to manage the orderly progress of the meeting.

~~(2) As time allows, additional time may be allowed by the chair to an individual or group, after everyone else has spoken.~~

~~(3)~~(2) Spokesperson for a group. In order to expedite matters and to avoid repetitious presentation, delay or interruption of the orderly business of the Council, whenever any group of persons wishes to address the Council on the same subject matter, the chair may request that a spokesperson be chosen by the group to address the Council. However, being a member of a group shall not preclude an individual from stating that they agree or disagree with the spokesperson, or from presenting additional comments not addressed by the spokesperson.

(d) **Method of addressing Council.**

- (1) A person desiring to address the Council must first obtain the permission of the chair.

- (2) A person addressing the Council must:

(i) provide their name, city of residence, and, if in Anacortes, their voting ward or neighborhood, for the record;

(ii) confine their remarks to the agenda item being considered, or for the general public comment period, to matters specifically pertaining to the City of Anacortes.

~~(3) Commenters are prohibited from using the podium computer to present any type of presentation or media during their comments. Commenters may provide the Clerk/Treasurer with written materials, which will be distributed to council and the mayor and added to the packet for the meeting.~~

~~(4) Commenters may participate remotely via video conference but may only be recognized to speak if their camera is turned on during the entirety of their comments. The chair may immediately disconnect a remote commenter if they turn their camera off.~~

Commented [DS3]: I did not add a requirement for pre-registering for zoom commenting based on my notes from the meeting, but it could be added here if Council would like.

(e) **Disruptions.**

- (1) The chair should maintain control over interruptions and disruptive behavior.

- (2) No person may engage in behavior that interrupts or disrupts the meeting. Disruptive behavior may include:

(i) engage threats, personal attacks, or the use of racial, misogynistic, or gender-related slurs, or abusive language or other disorderly conduct that intentionally disrupts, disturbs, or otherwise impedes orderly conduct of, or attendance or participation in the meeting; in any indecorous, abusive or inappropriate language;

(ii) make personal attacks on any other person; failure to comply with the allotted time allowed for the speaker;

- (iii) ~~impugn the integrity, honesty, or motives of any person; delaying the orderly conduct or progress of the public comment period, including a failure to respect the process of accommodating individuals who wish to provide public comment;~~
- (iv) ~~in any way make slanderous remarks; using a comment period for purposeful delay;~~
- (v) ~~waveing signs, cheerinng or applauding, or takinge disruptive actions.~~

Commented [DS4]: I modeled this after the City of Seattle's recent updates to its procedures.

- (3) Any person whose comments have been ruled out of order by the chair must immediately cease and refrain from further improper comments. Anyone who persists in making "out of order" comments, interrupting others, or otherwise disrupting the meeting is subject to removal from the meeting.
- (4) In the event that any meeting is interrupted by a person or group of persons so as to render the orderly conduct of such meeting unfeasible, and order cannot be restored by the removal of individuals who are interrupting the meeting, the members of the Council may vote to order the meeting room cleared and continue in session or may adjourn the meeting and reconvene at another location selected by majority vote of the members.

910 Council Meetings—Records

9.110.1 Recording. City staff must make audio and video recordings of all City Council meetings, and maintain an archive of all such recordings on the City website for access by the public.

9.210.2 Minutes

- (a) City staff must prepare minutes of all Council meetings and provide to each Councilmember for approval at a subsequent meeting.
- (b) Approved meeting minutes must be published on the City website.

1011 Council Committees

10.111.1 Purpose.

- (a) Council Committees are for the purpose of studying and considering policy issues, and bringing recommendations on issues forward to the full Council for consideration. Issues may be referred to a Committee by the Council for the Committee to review and make a recommendation back to the Council. Issues may also be brought to a Committee's attention by any Councilmember, by City staff, or by the public through a Councilmember or staff. Committees will also assist staff by reviewing issues in advance of their presentation to the full Council.

10.211.2 Council Committees do not represent, and may not speak for, the City Council.

10.311.3 Standing Committees.

- (a) The Mayor Pro-Tem must appoint three Councilmembers to each standing committees at the second regular meeting of each year that follows a general municipal election. The appointments must be confirmed by the City Council. No Councilmember may be appointed for more than two (2) two-year terms on any standing committee.

(b) The following standing committees are established for the purposes described:

- ~~(1) Access – Anacortes Fiber Internet: to make recommendations on Access projects, processes, and procedures.~~
- ~~(2)(1) Economic Development: to make recommendations regarding economic development within the City of Anacortes.~~
- ~~(3)(2) Finance: to make recommendations on the municipal budget, capital facilities financing, and to approve transactions as authorized by municipal code.~~
- ~~(4)(3) Housing Affordability and Community Services and Planning: to develop a draft strategic plan to improve housing affordability and make recommendations on budget and CDBG grant allocations for social services and make recommendations about land use, comprehensive planning, and development regulations.~~
- ~~(5)(4) Information Technology and Fiber: to make recommendations regarding City computing policies and procedures and Access – Anacortes Fiber Internet projects, processes, and procedures.~~
- ~~(6)(5) Library and Museum: to make recommendations regarding Library and Museum policies and procedures.~~
- ~~(7)(6) Personnel: to make recommendations regarding positions and personnel policies.~~
- ~~(8) Planning: to make recommendations regarding land use, comprehensive planning, and development regulations.~~
- ~~(9)(7) Parks and Recreation: to make recommendations regarding park, recreation, and trail facilities, activities, and policies.~~
- ~~(10)(8) Public Works: to make recommendations regarding public works and city utilities.~~
- ~~(11)(9) Public Safety: to make recommendations regarding public safety, including the police and fire departments and emergency medical services.~~

10.411.4 Ad Hoc Committees. The Mayor Pro-Tem may appoint Ad Hoc Committees to consider and make reports or policy recommendations on specific topics. The appointments must be confirmed by the City Council.

10.511.5 Committee Meetings.

- (a) Council Committees may set their own meeting times, agendas, and work programs.
- (b) The regular Council Committee meeting schedule must be posted on the City website ~~and upcoming meeting times should included on Council agendas.~~
- (c) A Committee may call a special meeting or re-schedule a regular meeting at any time with 24-hour notice consistent with RCW 42.30.080.
- (d) The Committees may prioritize the various issues that are put before them, and determine which ones to work on.
- (e) If an issue is referred to a Committee by Council vote, with a request for the Committee to make a recommendation back to Council, that issue shall have a high priority.

~~(f)~~ Duty to avoid a quorum. No more than three Councilmembers may attend any Committee meeting. A Councilmember may not attend a committee meeting in the absence of a regular member ~~if asked to do so by the remaining regular Committee members to facilitate the work of the Committee to ensure compliance with the Open Public Meetings Act.~~

~~(f)(g)~~ Topics that span more than one Council Committee should be presented and discussed at Work Sessions to comply with the Open Public Meetings Act and avoid serial meetings.

~~10.6~~11.6 Committee Reports.

- (a) At regular council meetings, each committee that has met since a prior council meeting should provide a report of the committee's business.
- (b) Committees may request time at a full Council meeting for:
 - (1) discussion of an issue that the Committee is working on; or
 - (2) presentation of the Committee's formal recommendations to the Council with a request for Council action.
- (c) When the Committee members are not unanimous in their recommendation, a minority viewpoint may be presented.

~~10.7~~11.7 Council Representatives

- (a) The Mayor Pro-Tem may appoint a Councilmember to be a Council representative or liaison to a community organization, a neighborhood group, a committee or group of another governmental entity, or in some way to coordinate between the Council or City and another group. The appointment must be confirmed by the City Council.
- (b) Council representatives must regularly report to the City Council.

12 Council Communication

12.1 Emails. Councilmembers may communicate with fellow Councilmembers in a manner that does not violate the Open Public Meetings Act. Individual Councilmembers may send emails to all Councilmembers with instructions not to reply all, but Councilmembers may not reply to all Councilmembers in response.

12.2 Records. Councilmembers must retain all records related to communication or business of the City in their native format and produce those records to the Public Records Officer upon request to comply with the Public Records Act at RCW 42.56.

11.13 Suspension and Amendment of these Procedures

11.113.1 **Suspension of the Rules.** Any provision of these rules not governed by other laws may be suspended until the next meeting by 2/3 vote of those Councilmembers present.

11.213.2 **Amendment of the Rules.** These rules may be amended or new rules adopted by a vote of at least four Councilmembers, provided that the proposed amendments or new rules must have been introduced at a prior Council meeting.

Attachment B—Rules of Debate

Commented [DS5]: Deleted - Debate now follows Roberts Rules of Order, so this is unnecessary.

1.1—Generally

- (a) ~~Unless otherwise stated in this document, or unless in conflict with state law, the Mayor shall maintain order, control the manner of discussion among the Councilmembers, and implement the City Council's rules. If a question arises regarding the application of the rules, any two members can appeal to the Council for a decision.~~
- (b) ~~The presiding officer shall determine all points of order subject to the right of any Councilmember to appeal to the Council. If any appeal is taken, the point of order shall be decided by vote of the Council.~~

1.2—Introduction of Business

- (a) ~~The presiding officer shall state all questions coming before the Council, provide opportunity for discussion from the floor where required by ordinance or statutes, or these rules of procedure, and at other times at his or her discretion, and announce all decisions of the Council.~~
- (b) ~~The Mayor shall introduce each item of business and refer it to the appropriate spokesperson for explanation to the entire Council.~~

1.3—Right to Speak

- (a) ~~Each Councilmember desiring to speak shall address the presiding officer, and the Mayor shall recognize members of the Council in the order that they request the floor.~~
- (b) ~~Upon recognition, each Councilmember shall confine his or her comments to the issues being considered. At the discretion of the Council, an informal conversational format may be utilized for discussion of some issues.~~
- (c) ~~Interruptions. A member of the Council, once recognized, shall not be interrupted when speaking unless it is to call him or her to order. The Mayor shall maintain control over interruptions.~~

1.4—Motion Procedures.

- (a) ~~Any Councilmember may make a motion with respect to the item of business on the floor.~~
- (b) ~~Motions shall be clear and concise and not include statements for the motion within the motion.~~
- (c) ~~If a motion does not receive a second, it dies. After a motion and a second, the Mayor shall restate the motion.~~
- (d) ~~Motions that do not need a second include: nominations, agenda order, point of order, and adjournment. After consideration of the Mayor's ability to break a tie vote, according to State law, a motion that receives a tie vote is deemed to have failed.~~
- (e) ~~A motion to amend a motion, upon a second, may be discussed and must be decided before the principal motion is further considered.~~

(f) ~~A motion to postpone to a certain time, including later in the same meeting, is debatable, is amendable, and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting or at a future regular or special Council meeting.~~

(g) ~~Where there is insufficient information available to the Council to decide an issue, a motion to postpone to a time when the issue is deemed ready for further consideration may be made. A motion for consideration at such an indefinite time shall state with specificity the conditions to be met or deemed not meetable before the Council is to again consider the issue. If such a motion is seconded, it is debatable, amendable, and may be reconsidered at the same meeting. The question so postponed will be considered when the conditions have been met or are deemed impossible to meet.~~

1.5—Discussion.

(a) ~~Discussion of an issue may occur before a motion on the issue has been made. After a motion has been made and seconded, the Councilmembers may discuss their opinions on the issue prior to the vote; the post-motion discussion shall focus on the issue within the context of the merits of the motion.~~

(b) ~~All Councilmembers must be afforded an opportunity to speak on the issue. Public comment shall not be allowed when a motion is pending except at the request of a Councilmember to the Mayor to clarify the details of the issue at hand, for limited inquiry made to staff or legal counsel, or to a person who previously provided formal or informal testimony concerning the issue at hand. The Mayor shall insure that any response is limited to the inquiry made.~~

1.6—Closing Discussion.

(a) ~~A motion calling for the question shall close discussion on the main motion and is not debatable. Such a motion must receive a second and fails without a two-thirds (2/3) vote of those Councilmembers present.~~

(b) ~~Discussion is re-opened if the motion fails.~~

1.7—Voting.

(a) ~~The Mayor or recording secretary shall restate the motion prior to voting.~~

(b) ~~The recording secretary shall conduct any roll call votes.~~

(c) ~~No Councilmember shall be allowed to pass when called upon and then vote later in the order.~~

(d) ~~Councilmembers may abstain from the entire vote only where disqualified by reason of conflict of interest or where approved by the Mayor due to the Councilmember's non-participation in earlier proceedings concerning the subject of the motion. Should any Councilmember nonetheless fail to vote when his/her name is called or otherwise abstain, his/her vote will be counted as an "aye" on the question.~~

(e) ~~To meet a "two thirds of Councilmembers present" requirement, the vote must be as follows:~~

~~(1) if seven (7) members are present, then five (5) must vote in the affirmative;~~

~~(2) if six or five (6 or 5) members are present, then four (4) must vote in the affirmative;~~

~~(3)—if four (4) members are present, then three (3) must vote in the affirmative.~~

~~(f)—At the conclusion of any vote, the Mayor shall inform the Council of the result of the vote. The recording secretary may confirm the result.~~

1.8 — Informal Concurrence. ~~When the Council concurs or agrees with an item that does not require a formal motion, the Mayor will summarize the agreement at the conclusion of the discussion. Unless objection is made by a Councilmember after such a summary, the summary stands. If objection is made, the matter should be decided by formal motion.~~

1.9 — Reconsideration. ~~When a question other than: (a) a bond resolution; (b) a quasijudicial decision; (c) an ordinance enacting or amending a comprehensive plan, a development regulation, or the Shoreline Master Program; or (d) in reliance on which City staff has already acted and has been decided by vote of the Council, any Councilmember who voted in the majority may move for reconsideration. A motion for reconsideration may occur no later than the next following regular business meeting of the Council. Any such motion must receive a second to be considered.~~

CITY OF ANACORTES - MEMORANDUM

TO: CITY COUNCIL, MAYOR MILLER
FROM: EMILY SCHUH, DARCY SWETNAM
SUBJECT: COUNCIL PROCEDURES UPDATE
DATE: SEPTEMBER 8, 2025
CC:

SUMMARY

This memorandum summarizes comments from City Councilmembers and staff regarding proposed changes to the City Council Procedures. Staff have organized these by topic and included individual Councilmembers comments within each topic.

I. CHANGES TO COMMITTEE STRUCTURE

COUNCILMEMBER FANTINI:

1. : Replace Small Committees with a Committee-of-the-Whole Structure

The current small committee system limits full council engagement and can obscure decision-making. I propose fully transitioning to a Committee-of-the-Whole model, where all council members participate in discussions as one body. A Committee-of-the-Whole approach would:

- 1.1 **Enhance Transparency-**All council members would participate in discussions, ensuring decisions are made in full view of the public rather than in fragmented, less visible committees.
- 1.2 **Improve Collaboration** - Every council member would have equal access to information and deliberation, reducing silos and fostering more informed, unified decisions.
- 1.3 **Increase Efficiency-** Eliminating redundant committee meetings streamlines governance, saving time for both council members and city staff.
- 1.4 **Strengthen Public Trust** - Residents deserve to see their elected officials working together as a full body, not just in select subgroups where key recommendations may be made without full council input.
- 1.5 **Exceptions:** Some committees, like the Lodging Tax Advisory Committee (mandated by state law), would remain intact due to their required structure. However, all other standing committees (e.g., Finance, Planning, Public Safety, Public Works, HACS, etc) would be absorbed into the Committee-of-the-Whole.

COUNCILMEMBER HUBIK:

- 1. Council should have work sessions and Committees of the Whole once a month on an alternating basis. This allows time for three full council meetings each month.

2. City Council Meetings are scheduled every first four Mondays, every 5th Monday off
3. Each Second or Third Monday of even months is a Work Session (I'm open to whether this is limited to max 90 mins with a regular meeting following the work session)
4. Each Second or Third Monday of odd months is a Committee of the whole (same sentiment for regular mtg following)
5. I also wouldn't be opposed to some sort of language like --> *during November and December, due to the urgency of passing budgets, council can vote in October to make all meetings standard council meetings*
6. Committee of the Whole is the smaller depts that meet quarterly, all rolled up into this one
IT, Library, Museum, Parks, Personnel

Finance absorbs Fiber
Planning absorbs HACs
Public Safety - no change
Public Works - no change
Econ Dev - no change
7. Then for those five committees above, I wouldn't mind seeing term limits. No more than three 2-year consecutive assignments, since those are decided by a mayor pro-tem every other year.
8. I also wouldn't be sad if there were more guardrails on who goes where - if you're on planning, you're not also on public works, for example.
9. I think this is a solid mix of what we have and just one big-ol' meeting where 10-12 depts try to give updates (that honestly sounds like a wretched slog)

COUNCILMEMBER MOULTON:

1. On the second and fourth regular meeting of each month, items requiring final action, other than those qualifying for the consent agenda, should not be scheduled.

COUNCILMEMBER WALTERS¹:

1. Reduce the number of standing committees through consolidation or deletion (e.g., Planning/HACs; IT/Fiber)
2. Create charters for each standing committee
3. Clarify that committees are for the purpose of generating policy, not simply hearing what is happening in various departments
4. Clarify purpose of committee reports

¹ Councilmember Cleland-McGrath indicated support for all of Councilmember Walters's comments.

II. CONDUCT OF MEETINGS

COUNCILMEMBER MOULTON:

1. Establish who acts as mayor when the mayor and mayor pro tem are absent.
2. Revisit number of meetings a Councilmember is able to attend remotely: We took action on this several years ago, and I believe we settled on 6 or 12. However, it was never added to the procedures
3. Discuss how many meetings Councilmembers may miss whether excused or unexcused: Exemptions for health, caring for family member, etc.?

COUNCILMEMBER WALTERS²:

1. Change “mayor” to “chair” in most cases in the text, because presiding officer is not always the mayor (see definitions)
2. Request general reason for absence to qualify for excused absence
3. Prohibit campaigning (e.g., for candidates, ballot measures) by anyone, councilmembers or by public during public comment
4. Adopt procedures/checklist for quasi-judicial matters
5. Provide procedure for entry into exec session at any time when needed
6. Clarify two-read rule to apply only to regulatory, non-emergency ordinances (e.g., not the budget, not moratoria, not vacations)
7. Replace Attachment B with adoption of Roberts Rules

COUNCILMEMBER FANTINI:

1. **Enhance Voting & Agenda-Setting Practices**
2. **Roll-Call Votes for Key Decisions** - Ensure every member's position is recorded publicly.
3. **Fairer Agenda Access** -Allow any two councilmembers (not three) to add items without mayoral override, fostering inclusivity. These reforms align with best practices in open government and address resident concerns about fairness and accountability. They are not about undermining existing work but about strengthening trust in our local democracy. Residents deserve to see their elected officials working together transparently, with clear rules that promote fairness.

III. PUBLIC COMMENT

COUNCILMEMBER WALTERS:

1. Public comment

² Councilmember Cleland-McGrath indicated support for all of Councilmember Walters’s comments.

- 1.1 Require statement of what neighborhood commenter lives in or other mechanism to identify commenters who do not live in Anacortes
- 1.2 Revise limitation on public comment to be consistent with other cities, to limit to matters on the agenda or matters within the City Council's authority
- 1.3 Revise limitation on applause to allow during announcements
- 1.4 Require zoom commenters to register in advance, while complying with RCW 42.30.240
- 1.5 Provide limited ability for council to respond to public comments
- 1.6 Describe the extent to which meeting minutes must document public comment

COUNCILMEMBER FANTINI:

Strengthen Public Comment & Meeting Accessibility

Recent updates (Resolution 3141) were a good start, but we can go further by

1. **Guaranteeing Equal Time** (e.g., 2-3 minutes per speaker) and clear rules for handling disruptions.
2. **Formalizing Virtual Participation** to ensure all residents, including those with disabilities or scheduling conflicts-can engage.

COUNCILMEMBER MOULTON:

1. Public Comment - Method of addressing Council.
2. We also ask for city of residence – should we formalize it here?
3. Right to Speak. – We could add that all Councilmembers will be given the opportunity to speak before one is allowed to speak twice or more.
4. 1.4e (Motion Procedures) is blank

STAFF RECOMMENDATIONS:

1. Public Comments: Whether Council wants to update some provisions regarding public comment:
 - a. Whether Council wants to prohibit speakers providing public comment from presenting slide decks on the podium computer.
 - b. Whether Council wants to limit zoom testimony to avoid zoom bombing.
Some options could include:
 - i. Require zoom attendees to pre-register
 - ii. Require zoom commentors to keep their video on
 - iii. Eliminate remote testimony
 - c. Whether procedures should set the 3-minute limit for speakers.
2. Mayor Pro Tem Question: Should there be language identifying who should lead the meeting if the Mayor and Pro Tem are unavailable?

IV. AGENDA

COUNCILMEMBER MOULTON:

1. Addition of items to the agenda
- A. d) On the second and fourth regular meeting of each month, items requiring final action, other than those qualifying for the consent agenda, should not be scheduled.
2. Ordinance
- A. b) Two-read rule. An ordinance must be heard at two separate council meetings before it can be adopted
- B. We occasionally waive this rule. Do we have the ability to waive additional rules? Just curious

COUNCILMEMBER WALTERS³:

1. Established preferred requirements for agenda item cover sheets
2. Separate cover sheets for contracts vs other types of agenda items
3. Budgeted/earmarked/CFP expense (in lieu of "requires budget amendment")
4. Clarify what "staff contact" means and why there are multiple contacts, note author is not always staff
5. Clarify what "approved for submittal to council" means
6. Replace BARS number with identification of various funding sources
7. Reconsider including "views of others"
8. Require maps

STAFF RECOMMENDATION:

1. Consent Agenda: Updates to Section 6.4 of the procedures on Consent Agenda. Contracts staff have encountered inefficiencies related to items eligible for the consent agenda and recommend the following changes to Section 6.4:
 - a. Request the language for item 6.4(d)(7) be modified: "public work contracts ~~that have been publicly bid~~ < _\$200,000"
 - b. Request language in item 6.4(d)(8) be modified: "purchased or personal service contracts ~~on standard city forms~~ < _\$100,000"
 - c. Request clarification for when the following items can be on Consent:
 - i. Contracts for goods/materials/supplies not connected to a public work project
 - ii. Contract modifications
 - iii. Interlocal agreements
 - iv. Interlocal amendments

³ Councilmember Cleland-McGrath indicated support for all of Councilmember Walters's comments.

V. ETHICS

COUNCILMEMBER FANTINI:

Adopt a Strong Code of Ethics for All Elected Officials

A formal Code of Ethics is essential to maintaining public confidence. It should:

- A. **Set Clear Standards** - Define expectations for conduct, conflicts of interest, and accountability.
- B. **Increase Public Confidence** - Residents deserve assurance that decisions are made ethically, not for personal or political gain.
- C. **Align with Best Practices** - Most well-run municipalities have such codes to prevent misconduct and maintain integrity.
- D. **Require Recusals** for conflicts of interest (financial, familial, or personal).
- E. **Prohibit Retaliation** against staff or residents who voice dissent.
- F. **Mandate Annual Ethics Training** to reinforce accountability.

VI. EXPECTATIONS OF STAFF

COUNCILMEMBER WALTERS⁴:

- 1. Articulate expectations of staff with respect to Council
- 2. Provide materials in advance of Monday night, exception for presentations that don't include new material and late-breaking information
- 3. Obligation to follow-up on council requests
- 4. Define duties of clerk to track council requests, receive and prepare notices, etc.
- 5. Compliance with AMC 9.08.010
- 6. Notify us of pending applications/appeals that will be council quasi-judicial matters

VII. OPMA ISSUES

COUNCILMEMBER WALTERS:

- 1. Clarify how a councilmember can send information to the entire council
- 2. Note obligation of staff to NOT schedule topics for multiple committees, to avoid serial meetings
- 3. Address situations where we're currently issuing a "Notice of Council Attendance" which is not a type of notice recognized by OPMA
- 4. For executive sessions, add reference to RCW 42.23.070(4) and RCW 42.23.050 for prohibition on revealing exec session information

⁴ Councilmember Cleland-McGrath indicated support for all of Councilmember Walters's comments.

VIII. MISCELLANEOUS

COUNCILMEMBER WALTERS⁵:

1. Include restatement of council authority based on RCW 35A.11.020
2. Create position of “council president,” with defined duties in service to the council separate from any service as mayor pro tem
3. Specify scheduled time for reconsideration of ordinances that have been vetoed

STAFF RECOMMENDATIONS:

1. Delete 5.3(d), which says that nothing requiring final action other than the consent agenda should be added to 2nd and 4th meetings of the month. This is inconsistent with current practice, but Council may want to retain this rule if it decides to switch to a committee of the whole structure.
2. Move Section 7.4(a)(2), which says all fees or charges for city services must be done by ordinance, when we adopt fees into the unified fee schedule by resolution. This language is inconsistent with current practice.
3. Clarify and define “applicable rules” in section 8(b)(3) for input on quasi-judicial proceedings.
4. Consider changing language in Section 10.5(f) which allows a councilmember to attend a committee meeting in place of an absent regular councilmember. This could lead to serial meetings and OPMA issues if four councilmembers ultimately end up discussing the same issue over the course of a couple of committee meetings.
5. Consider whether there should be a limit on virtual attendance by Council and/or a requirement that remote Councilmembers keep their camera on during meeting.

⁵ Councilmember Cleland-McGrath indicated support for all of Councilmember Walters’s comments.

CITY COUNCIL
PROCEDURES
WORKSHOP
SEPTEMBER 8, 2025



BACKGROUND

- Prior city council procedures and council committee structure discussions
 - July 21, 2025 city council meeting
 - June 12, 2025 City Council/Mayor/Department Head Retreat.
- In preparation city council members and city staff provided feedback

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RESOLUTION NO. 3894

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES ADOPTING UPDATED CITY COUNCIL PROCEDURES

WHEREAS, On April 4, 2016, City Council adopted Resolution 1949 repealing Resolutions 1867 and 1923, and adopting new Council procedures, which have since been updated from time to time as Council has identified policy changes that were determined to be in the best interest of the City, and

WHEREAS, On June 27, 2022 City Council adopted resolution 3091, which identified all standing City Council Committees including several that are not currently listed in the City Council Procedures, and

WHEREAS, City Council has determined that all standing committees should be listed in the Council Procedures.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that the City Council Procedures are hereby amended to include the following Council Committees: Access – Anacortes Fiber Internet, Economic Development, Finance, Housing Affordability and Community Services, Information Technology, Library and Museum, Personnel, Planning, Parks and Recreation, Public Works, and Public Safety.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 5th day of July 2022.


MATT MILLER, MAYOR

Approved as to form and legality:

ATTEST:


Darcy Swetnam, WSBA #40530
City Attorney


Steven D. Hoglund, City Clerk Treasurer

BROAD TOPICS OF DISCUSSION

- Changes to Committee Structure
- Conduct of Meetings
- Public Comment
- Agenda
- Ethics
- Expectations of Staff
- Open Public Meetings Act

COMMITTEE STRUCTURE

- Replace current council committees with a committee-of-the-whole structure
- Evaluate the number of council meetings each month
- Transition some council meetings into council work sessions
- Consolidate current committees
- Consider term limits on committees and limitations of who serves on which committees
- Create charter for committee and clarify purpose of generating policy

CONDUCT OF MEETINGS

- Establish who acts as mayor in absence of mayor and mayor pro tem
- Formalize number of meetings councilmembers may attend remotely
- Consider whether there should be a limit on virtual attendance by Council and/or a requirement that remote Councilmembers keep their camera on during meeting
- Discuss number of absences a councilmember may have (excused or unexcused) and provide general reason for absence to be excused
- Replace term “mayor” with “chair” in most cases
- Prohibit any campaigning
- Adopt procedures for quasi-judicial matters and entry into executive session
- Clarify two read rule
- Adopt Roberts Rules of Order
- Roll call key decisions
- Reduce number of councilmembers necessary to add item to agenda without mayoral override

AGENDA

- Update what can be added to agenda if study sessions replace some of the regular meetings
- Evaluate Two Read Rule requirements
- Reevaluate agenda memo and format requirements. Differentiate requirements for contract agenda memos. Identify backup materials required in packets.
- Modify consent agenda language to comply with current RCW. Review additional items that could be included on consent agenda.
 - Contracts for goods/materials/supplies not connected to a public work project
 - Contract modifications
 - Interlocal agreements
 - Interlocal amendments

PUBLIC COMMENT

- Require commenter to identify what City they live in
- Limit public comment to matters on the agenda or matters within City Council's authority
- Limit applause to during announcements
- Formalize online participation requirements
 - Require pre-registration
 - Require video to be on
 - Another option, eliminate remote testimony
- Provide limited ability for council to respond to public comment
- Describe how public comments are documented in meeting minutes
- Standardize amount of time allowed each speaker
- Address how disruptions are handled
- Clarify commenter is addressing council
- Limit use of presentations during public comment

ETHICS

- Adopt a code of ethics for all elected officials

EXPECTATIONS OF STAFF

- Articulate expectations of staff
- Provide materials in advance of meeting
- Follow through on council request
- Define city clerk duties
- Notify of potential quasi-judicial matters

OPEN PUBLIC MEETINGS ACT

- Clarify how councilmember can communicate via email with entire council
- Avoid serial meetings through multiple council committees' discussion on same topic
- Consider changing language in Section 10.5(f) which allows a councilmember to attend a committee meeting in place of an absent regular councilmember. This could lead to serial meetings and OPMA issues if four councilmembers ultimately end up discussing the same issue over the course of a couple of committee meetings.
- Review “Notice of Council Attendance” practice
- Add RCW references on prohibition of revealing executive session information (RCW 42.23.070(4) and 42.23.050)

MISCELLANEOUS

- Restate council authority based on RCW 35A.11.020
- Create Council President position, separate from may pro tem
- Specify timeframe for reconsideration of vetoed ordinances
- Delete 5.3(d) unless moving to a committee of the whole structure
- Align 7.4(a)(2) with practice of Unified Fee Schedule being adopted by resolution
- Clarify and define “applicable rules” in 8(b)(3) for input on quasi-judicial proceedings
- Consider changing language in section 10.5(f) which allows councilmember to attend a committee meeting in place of another councilmember to avoid potential serial meeting and OPMA issue