

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



**Anacortes City Council
NOTICE OF SPECIAL MEETING**

**Monday, February 6, 2017
4:00 p.m.**

Meet at south side of Blue Heron Circle east of Whistle Lake Road

NOTICE IS HEREBY GIVEN that the Anacortes City Council will hold a special meeting on Monday, February 6, 2017 at 4:00 p.m. for the purpose of conducting a site visit regarding CUP-2016-1002: Conditional Use Permit, Variance request and SEPA Environmental Review to permit the construction of two 1.5 million gallon water tanks/reservoirs at Blue Heron Circle, increasing the maximum permitted height of 35 feet to approximately 50 feet above grade for the two new reservoirs.

The meeting will convene at the south side of Blue Heron Circle east of Whistle Lake Road. No testimony will be received and no action will be taken. The Council will deliberate on this matter at its regularly scheduled evening meeting of Monday, February 6, 2017 at 6:00 p.m.

Council will take no final action at this special meeting.

Published: February 1, 2017

**Distribution: City Council
Media**

If reasonable accommodation of a disability is needed please contact Cherri Kahns at 299-1950 at least 48 hours prior to this meeting.

**** Mayor Gere will present the 2017 State of the City address in City Council chambers at 5:00 p.m. immediately preceding the City Council meeting. ****



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

February 6, 2017
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Executive Session (15 Minutes)**
 - a. Collective Bargaining with Teamsters Local 231
4. **Announcements and Committee Reports**
 - a. Tulip Festival Presentation
 - b. Public Works Committee
5. **Public Comment**
6. **Consent Agenda (Action)**
 - a. Minutes of January 23, 2017
 - b. Approval of Claims in the amount of: \$690,013.14
 - c. Regional Water Contract: City of Oak Harbor
 - d. Regional Water Contract: Town of La Conner
 - e. Contract Award: 2017 M Avenue Waterline Replacement Project (17-001-WTR-002)
 - f. Resolution 1981: Authorizing Sole Source Purchase for Actiflo System Microsand
 - g. Washington Park Housing Agreement
7. **Public Hearings**
 - a. Closed Record Public Hearing, CUP-2016-1002: Conditional Use Permit, Variance request and SEPA Environmental Review to permit the construction of two 1.5 million gallon water tanks/reservoirs at Blue Heron Circle, increasing the maximum permitted height of 35 feet to approximately 50 feet above grade for the two new reservoirs
8. **Other Business**
 - a. * Daniels Field Turf Installation Update (Discussion/Possible Action)
 - b. * Request for Qualifications for Hearing Examiner Services (Discussion)
 - c. * Resolution 1963: Establishing Fees for the Storm Water Utility and Ordinance 2979 Removing Storm Rates from AMC and Defining Impervious Surface Units (Discussion)
 - d. * Resolution 1983: Authorizing Execution of Bargaining Agreement by and Between the City of Anacortes and the International Brotherhood of Teamsters Local 231 (Discussion/Possible Action)
9. **Adjournment**

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

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



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning February 13, 2017

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

February 13, 2017

- Anacortes Bike/Pedestrian Advisory Committee Update Presentation (Discussion)
- Public Works Project Update (Discussion)
- WSDOT Noise Variance Request for 2017 Paving Project

February 21, 2017

- Closed Record Public Hearing: CUP-2016-1004, Conditional Use Permit Application to Permit Lot #2 of a Proposed Two-lot Short Plat to be Served by a Twenty Foot Wide Private Street within a Twenty-two Foot Wide Private Easement

February 27, 2017

- Conservation Easement Program Update (Discussion)

March 6, 2017

March 13, 2017

March 20, 2017

March 27, 2017

April 3, 2017

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Feb 6, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Finance, Wednesday, Feb 8, 2017, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Planning, Monday, Feb 13, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Feb 14, 2017, 4:30 PM, Mayor's Office, City Hall
- Parks & Recreation, Thursday, Feb 16, 2017, 6:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Feb 20, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Finance, Wednesday, Feb 22, 2017, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Planning, Monday, Feb 27, 2017, 5:00 PM, Main Conference Room, City Hall

City Council Minutes – January 23, 2017

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of January 23, 2017 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller were present. The assembly joined in the Pledge of Allegiance.

Mr. Adams moved, seconded by Mr. Miller to amend the agenda to add Item 7b, an Executive Session regarding potential litigation per RCW 42.30.110 (i). The motion passed unanimously by voice vote.

Announcements and Committee Reports

Recognition of Doug Liddle & Chuck Arneson for 40 Years of Service: Mayor Gere recognized Police Officer Doug Liddle for 40 years of service to the city on the police force and presented a certificate to Officer Liddle. Mayor Gere recognized Chuck Arneson for 40 years of service to the city in the Parks & Recreation Department. Parks & Recreation Director Gary Robinson accepted a certificate on behalf of Mr. Arneson.

Oath of Office for Police Promotions: Corporal Delmas Farrell, Sergeant Jackie Richter and Captain Christian Fuller: Police Chief Bonnie Bowers explained the promotions and thanked the entire force for its outstanding service to the community every day. She invited Officers Farrell, Richter and Fuller to approach the dais with their families. Mayor Gere administered the oath of office to each officer. Family members pinned badges representing their new ranks on each officer.

Mayor's Award of Merit to Judy Beyer: Mayor Gere read a statement honoring Police Records Staff Judy Beyer with the Mayor's Award of Merit. The mayor presented Ms. Beyer with a gift certificate and advised that her name had been added to the plaque of Award of Merit winners displayed in City Hall.

Chief Bowers introduced Lt. Chris Cammock from the Mount Vernon Police Department. Lieutenant Cammock reported that on January 12, 2017 the City of Burlington recognized Smart Team members who served following the September 23, 2016 Cascade Mall shooting. Noting that Anacortes representatives on the team had not been present at that meeting, Lieutenant Cammock presented Anacortes Officers Chris Fuller and Terrence Clifford with certificates of thanks. He extolled their outstanding service to the entire county.

Western Washington University Proposal to Add Marine, Coastal, and Watershed Sciences Degree Program at Shannon Point Marine Center in Anacortes: Mayor Gere distributed letters she had drafted to State Representatives Kris Lytton and Jeff Morris in support of creating a new Marine, Coastal and Watershed Sciences Degree Program at WWU, specifically at the Shannon Point Marine Center in Anacortes. The mayor expressed enthusiasm about bringing college students to Anacortes to earn four-year degrees. Councilmembers generally endorsed sending the letters. Ms. Lovelett asked if students would have housing provided on campus or if they would be looking for affordable housing in the city. Mayor Gere said building dorms was not yet planned.

Housing Authority Board Appointment: Mayor Gere appointed Bill French to the Anacortes Housing Authority Board for a term beginning immediately and lasting for five years.

Mayor Gere recognized Councilmember Eric Johnson for his five years of service on the City Council and his many other contributions to the community.

Planning Committee: Mr. Archibald reported from the committee meeting earlier in the evening where the group discussed updates to the Critical Areas code, stormwater reviews for single family developments, and zoning and development design standards updates underway following adoption of the 2016 Comprehensive Plan.

Mr. Walters noted the anniversary of the Treaty of Point Elliott which set out the land allocations for the Swinomish Reservation among others on January 22, 1855. Mr. Walters quoted from the text of the treaty which reserved the southeastern peninsula of Fidalgo Island for the Swinomish Reservation. Mr. Walters stated that designation was the same area as the current Swinomish Reservation and did not include March's Point or Summit Park.

Public Comment

Richard Sadler, 2220 25th Street, spoke regarding speed limits in school zones in Anacortes. He said the flashing beacons had been malfunctioning for some time and had failed entirely in fall of 2016. Mr. Sadler expressed concern that without the flashing lights, the speed limit signs limiting the legal speed "when lights flash" did not establish the 20 mph speed limit in the zone. He urged signage establishing the school speed limit during specific hours. Public Works Director Fred Buckenmeyer said his department had been working on the problem with the manufacturer of the flashing lights and that they should be up and running again soon. Mr. Sadler observed that the sign near the Senior Center had been flashing far too fast two years ago. Mayor Gere assured Mr. Sadler that the Public Works Department would address the problem as soon as possible. Mr. Walters asked that Council be emailed when the problem had been addressed.

Consent Agenda

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

- a. Minutes of January 17, 2017
- b. Approval of Claims in the amount of: \$659,038.44

The following vouchers/checks were approved for payment:
Check numbers: 83521 through 83566, total \$345,827.78
EFT numbers: 83486 through 83520, total \$286,049.51
Wire transfer numbers: 211748 through 212341, total \$119,746.01

OTHER BUSINESS

Guemes Island Ferry Annual Shut Down Presentation/Discussion by County Officials

Mr. Buckenmeyer introduced Captain Rachel Rowe, Skagit County Ferry Operations Division Manager, to discuss parking and logistics for the upcoming annual Guemes Ferry haul out. Ms. Rowe presented the parking plan for the haul out scheduled for February 28 through March 28, 2017. She discussed various means of publicizing the plan to ferry users, Anacortes residents in the neighborhood of the terminal, and city staff including law enforcement. Forest Jones, Skagit County Transportation Division, displayed an aerial photo displaying designated parking for the ferry haul out, temporary signage and travel lane revisions. Mr. Jones and Ms. Rowe responded to councilmember questions regarding specific elements of the plan, means of publicizing it including through links on the City of Anacortes website, SKAT service

enhancements during the haul out, and enforcement of parking regulations. Mr. Miller invited Anacortes law enforcement to bring to City Council any ordinances that might be required to establish temporary parking revisions.

Steve Orsini, 4971 Guemes Island Road, observed that local residents were very aware of conditions surrounding the annual ferry haul out. He encouraged publicity to educate the public. Mr. Orsini displayed a photo demonstrating the angle parking that naturally occurs on the Guemes Island side during the haul out. He supported angle parking on both sides of the channel. Mr. Orsini also noted the challenges of communicating with weekend residents and visitors to Guemes Island as opposed to year round residents.

Mr. Walters encouraged public comment on the haul out plan. Mayor Gere said any public comment directed to City of Anacortes staff would be shared with County officials. Ms. Lovelett urged County staff to better accommodate the needs of handicapped passengers on the passenger-only ferry. She also supported the all-electric option for replacing the current ferry.

Executive Session per RCW 42.30.110 (i)

Mayor Gere announced that City Council and the City Attorney would convene in Executive Session to discuss potential litigation and that following the executive session the meeting would adjourn with no action being taken.

There being no further business, at approximately 7:30 p.m. the Anacortes City Council meeting of January 23, 2017 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the February 6, 2017 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
212744	7/31/2016	114-4293027	04834	UNITED SITE SERVICES, INC	TOILET RENTAL - EDWARDS WAY JULY 16	\$101.05
212494	8/31/2016	205000	07524	WIDENER & ASSOCIATES	BLUE HERON 3MG RESERVOIR REHAB - AUGUST	\$1,463.41
212599	10/22/2016	03880	01364	ISLAND HOSPITAL	DAVID MEAD, COPAYS, LEOFF1 RETIREE	\$799.09
212782	10/25/2016	114-4606349	04834	UNITED SITE SERVICES, INC	COMMUNITY GARDEN 10/1-10/26/16	\$84.89
212512	10/31/2016	205047	07524	WIDENER & ASSOCIATES	BLUE HERON 3MG RESERVOIR REHAB - OCTOBER	\$3,163.60
212825	11/1/2016	1 109 - A	05518	ETLICHER, VERNON	NOV. PARTIAL LEOFF REIMBURSEMENT, ASSISTED LIVING - LEOFF1	\$1,938.00
212574	11/14/2016	2685-10%	10416	ALL PHASE COMM LLC	VOIP SYSTEM - LINE ITEM 1 FINAL PAYMENT	\$9,810.61
212784	11/30/2016	114-4748713	04834	UNITED SITE SERVICES, INC	TOMMY THOMPSON TRAIL 11/1-11/30/16	\$175.00
212786	11/30/2016	114-4748715	04834	UNITED SITE SERVICES, INC	450 HILLCREST - CEMETERY 11/1-11/30/16	\$106.09
212788	11/30/2016	114-4748717	04834	UNITED SITE SERVICES, INC	WA PARK LOOP 1 11/1-11/30/16	\$71.84
212789	11/30/2016	114-4748719	04834	UNITED SITE SERVICES, INC	ACE OF HEARTS DOG PARK 11/1-11/30/16	\$95.79
212790	11/30/2016	114-4748797	04834	UNITED SITE SERVICES, INC	LOOP 2 6383 SUNSET AVE 11/1-11/30/16	\$93.00
212791	11/30/2016	114-4748863	04834	UNITED SITE SERVICES, INC	STORVIK PARK 11/1-11/30/16	\$209.99
212792	11/30/2016	114-4748881	04834	UNITED SITE SERVICES, INC	GUEMES CHANNEL 11/1-11/30/16	\$105.56
212197	11/30/2016	109-4146381-06058855	01716	MEAD, DAVID R	REIMBURSE DURABLE MEDICAL EQUIPMENT - LEOFF1 RETIREE	\$192.66
205349	12/5/2016	4560	01051	GC SYSTEMS, INC	2016 VALVE REBUILD	\$44,343.95
212573	12/6/2016	2720	10416	ALL PHASE COMM LLC	VOIP SYSTEM - LINE ITEM 4	\$7,643.99
212570	12/6/2016	2874 - 2721	10416	ALL PHASE COMM LLC	VOIP SYSTEM - LINE ITEM 3	\$29,187.00
212381	12/7/2016	1466	09986	SIGNDOG NW	SNOWFLAKE INSTALLATION & REMOVAL	\$4,784.00
212590	12/11/2016	2731	10416	ALL PHASE COMM LLC	VOIP SYSTEM - ADDITIONAL H/W	\$447.02
212560	12/12/2016	mileagereimbursement	09231	RAINS, JAMES	MILEAGE REIMBURSEMENT FOR PLAYGROUND	\$61.02
212567	12/14/2016	1200026783	05880	HDR ENGINEERING, INC	BLUE HERON 3MG RESERVOIR	\$75,490.62
212372	12/14/2016	80715	00369	BLYTHE PLUMBING & HEATING INC	ADJUSTMENT TO TEMPERATURE CONTROL FOR	\$350.60
212588	12/15/2016	2743	10416	ALL PHASE COMM LLC	VOIP SYSTEM - ADDITIONAL H/W	\$1,792.42
211604	12/15/2016	I-24360	01805	MOUNT VERNON CARPET CENTER	RE-FLOORING PUBLIC SAFETY ENTRANCES	\$6,814.70
212650	12/20/2016	586385	00742	DAY WIRELESS SYSTEMS INC	RADIO GRANT; EAR INSERTS AND WARRANTY	\$10,100.54
212456	12/20/2016	620029728-1	04463	CHICAGO TITLE COMPANY OF WA	GUEMES TRAIL - PHASE 2 (WILL BE	\$222.00
212457	12/29/2016	002-2985548-2430600	08811	AMAZON.COM	PULLING TAPE - FIBER OPTIC	\$221.83
212000	12/29/2016	128207	10461	ABP TECH	APD DOOR SECURITY	\$11,498.68

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
211691	12/29/2016	297506875	08590	NEWEGG BUSINESS INC	SWITCHES	\$529.98
212450	12/29/2016	707509	05284	GUARDIAN SECURITY SYSTEMS INC	INSTALL OPS GATE & VIDEO SECURITY	\$3,498.89
212480	12/29/2016	96663	01939	NORTHSTAR CHEMICAL INC.	SODIUM HYDROXIDE	\$4,687.87
212749	12/30/2016	234	02466	SKAGIT COUNTY PUBLIC HEALTH &	4TH QUARTER SENIOR SERVICES 2016	\$7,482.00
212586	12/30/2016	2842	10416	ALL PHASE COMM LLC	VOIP SYSTEM - PRORATED SERVICE 2016	\$46.74
212443	12/30/2016	T517-1	00369	BLYTHE PLUMBING & HEATING INC	HVAC AT FIRE STATION 1	\$23,636.73
212828	12/31/2016	2337	02469	SKAGIT COUNTY SHERIFF'S OFFICE	COUNTY SMART TEAM INVESTIGATION FUND	\$76.52
212296	12/31/2016	010976	00930	SKIDMORE PHARMACY INC.	LEOFF1 COPAYS, PHARM. COPAY, LEOFF	\$73.71
212299	12/31/2016	10933	01716	MEAD, DAVID R	REIMBURSE FOR OFFICE VISITS	\$182.00
212383	12/31/2016	2016-31-12	00424	BUBBA SUDZ CAR WASH, INC.	DECEMBER CAR WASHES- 3	\$24.00
212454	12/31/2016	205180	07524	WIDENER & ASSOCIATES	BLUE HERON 3MG RESERVOIR REHAB - DECEMBER	\$91.20
212455	12/31/2016	205181	07524	WIDENER & ASSOCIATES	GUEMES TRAIL-ENV COMPLIANCE REVIEW - DEC 2016	\$463.40
212453	12/31/2016	205182	07524	WIDENER & ASSOCIATES	SEWER OUTFALL - DEC 2016	\$3,511.20
212088	12/31/2016	3090784944	04296	LEXISNEXIS	LEGAL LIBRARY SUBSCRIPTION DEC. 2017	\$270.18
212439	12/31/2016	Pay Application 1	09937	FLOW TECHNOLOGIES, INC.	2016 SANITARY SEWER LINE IMPROVEMENT	\$16,149.78
212335	12/31/2016	REMITTANCE	10502	ISLAND HOSPITAL FOUNDATION	SAFETY ASSESSMENT GRANT REMITTANCE 2016	\$2,500.00
212273	1/1/2017	108-9449455-5184658	08811	AMAZON.COM	PAPER TOWELS - 4 CASES	\$97.28
212840	1/1/2017	82186	09893	GRANICUS, INC.	GRANICUS SOFTWARE AND HOSTING, 2017	\$5,052.00
212294	1/1/2017	00157-LUZA	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT LUZA	\$16.50
212309	1/1/2017	00215-COVERAGE	09580	CAMPBELL LAW FIRM	PUB DEF COVERAGE	\$60.50
212302	1/1/2017	00221-HUDSON	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT HUDSON	\$27.50
212306	1/1/2017	00245-BOYDSTON	09580	CAMPBELL LAW FIRM	PUB DEF CONF BOYDSTON	\$66.00
212307	1/1/2017	00274-ANDERSON	09580	CAMPBELL LAW FIRM	PUB DEF CONF ANDERSON	\$77.00
212304	1/1/2017	00294-CAYWOOD	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT CAYWOOD	\$66.00
212308	1/1/2017	00298-LAFFERTY	09580	CAMPBELL LAW FIRM	PUB DEF CONF LAFFERTY	\$110.00
212312	1/1/2017	00304-ZAREMBA	09580	CAMPBELL LAW FIRM	PUB DEF CONF ZAREMBA	\$44.00
212303	1/1/2017	00316-DICK	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT DICK	\$82.50
212314	1/1/2017	00317-MONTENEGRO	09580	CAMPBELL LAW FIRM	PUB DEF CONF MONTENEGRO	\$33.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
212301	1/1/2017	00318-JUREVICK	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT JUREVICK	\$44.00
212313	1/1/2017	00332-NELSON	09580	CAMPBELL LAW FIRM	PUB DEF CONF NELSON	\$22.00
212315	1/1/2017	00333-MILLOY	09580	CAMPBELL LAW FIRM	PUB DEF CONF MILLOY	\$22.00
212261	1/1/2017	190-1840-00	00147	ANACORTES, CITY OF	UTILITIES FOR WWTP	\$3,337.90
212751	1/1/2017	20170201	08563	CHOWANEC, WILLIAM	FEBRUARY RENT - 29-3	\$1,976.00
212612	1/1/2017	A1186669	02405	SEBO'S DO-IT CENTER	ICE MELTER	\$28.72
212613	1/1/2017	A1186670	02405	SEBO'S DO-IT CENTER	COATED GLOVE	\$5.39
212268	1/3/2017	002-4490159-1646654	08811	AMAZON.COM	AA BATTERIES	\$7.64
212266	1/3/2017	102-1399705-5237865	08811	AMAZON.COM	C BATTERIES	\$10.73
212267	1/3/2017	103-6995782-5847403	08811	AMAZON.COM	PACKING/SHIPPING TAPE	\$13.96
212271	1/3/2017	107-8084370-0004254	08811	AMAZON.COM	TEA	\$2.53
212265	1/3/2017	107-9072269-3676243	08811	AMAZON.COM	D BATTERIES	\$13.07
212262	1/3/2017	112-4850182-9391449	08811	AMAZON.COM	9V BATTERIES	\$15.24
212752	1/3/2017	0798 002 6781	10146	BEST BUY	CASE FOR BLUE CARD IPAD	\$97.64
211851	1/3/2017	108-3939623-5561849	08811	AMAZON.COM	CELL PHONE COVER FOR NEW GALAXY S6	\$22.95
211994	1/3/2017	1300072885	08590	NEWEGG BUSINESS INC	MONITOR FOR WTP 27" REFURBISHED	\$134.99
212753	1/3/2017	422785	01331	INTERNATIONAL CODE COUNCIL,INC	ICC INSPECTOR RENEWAL - WALSH	\$90.00
212757	1/3/2017	422791	01331	INTERNATIONAL CODE COUNCIL,INC	ICC INSPECTOR RENEWAL - KENNEDY	\$110.00
212559	1/3/2017	5997	10471	TRENCHLESS CONSTRUCTION SERVIC	1" WATER SERVICE INSTALLED BY HDD	\$3,797.50
212013	1/3/2017	84001198298	02342	SAFEWAY INC	MESSY ME SUPPLIES	\$13.34
212264	1/4/2017	107-5687983-6733858	08811	AMAZON.COM	COFFEE FILTERS	\$10.09
211953	1/4/2017	0166054-IN	06422	NURNBERG SCIENTIFIC	FILTERS	\$185.28
212725	1/4/2017	1/4/2017	10507	H & H MEDICAL CORPORATION	10 PNEUMOTHORAX NEEDLES	\$399.50
211996	1/4/2017	1300073355	08590	NEWEGG BUSINESS INC	ACCESSORIES FOR SURFACE TABLET WTP JEFF MARRS	\$35.87
212449	1/4/2017	1891-010417	10470	CHAVOND-BARRY ENGINEERING CORP	OPERATOR TRAINING - SEWAGE SLUDGE	\$15,000.00
212373	1/4/2017	3485353	01362	ISLAND FAMILY PHYSICIANS	CDL PHYSICAL FOR TOM SHARDLOW	\$200.00
211995	1/4/2017	9944797378	01746	MICROSOFT CORPORATION	SURFACE TABLET FOR WTP JEFF MARRS	\$1,049.01
212614	1/4/2017	A1187471	02405	SEBO'S DO-IT CENTER	SWITCHES: REPAIR IN BATHROOM 29-1	\$2.75

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
212408	1/4/2017	GRCGR100004947	01132	GREEN RIVER COMMUNITY COLLEGE	ERIC PEARCE - BAT RENEWAL PAYMENT 2017	\$42.00
212338	1/4/2017	117003923	02930	WASHINGTON STATE PATROL	BACKGROUND CHECKS-APRD COACHES	\$36.00
212263	1/5/2017	107-5826938-6889035	08811	AMAZON.COM	STAPLES	\$17.29
212619	1/5/2017	A1187480	02405	SEBO'S DO-IT CENTER	SWITCH & WALLPLATE - 29-1 BATHROOM	\$11.80
212740	1/5/2017	A1188026	02405	SEBO'S DO-IT CENTER	ITEMS FOR USE @ CITY HALL	\$57.80
211997	1/5/2017	1300074013	08590	NEWEGG BUSINESS INC	ACCESSORIES FOR SURFACE TABLET WTP JEFF MARRS	\$26.85
211998	1/5/2017	1300076086	08590	NEWEGG BUSINESS INC	ACCESSORIES SURFACE TABLET WTP JEFF MARRS	\$147.99
211892	1/5/2017	1304284-641263531	02966	WPTA	WPTA MEMBERSHIP STEFFEN	\$40.00
211954	1/5/2017	31425464	02381	SCIENTIFIC SUPPLY & EQUIP INC	FILTERS AND ALUMINUM WEIGHING DISHES	\$494.57
212330	1/5/2017	81003	07368	THE HOSE SHOP, INC	PART FOR EYE WASH STATION REPAIRS	\$44.16
212680	1/6/2017	1010-042904	02896	VISA	NIK DRUG TEST KITS	\$110.67
212734	1/6/2017	4798 5100 5527 6725	02813	UNITED STATES POSTAL SERVICE	VISA - USPS PREPAID ENVELOPES	\$163.00
212282	1/6/2017	001-357680	02109	PISTON SERVICE OF ANACORTES	STANDARD TIRE PRESSURE MONITORING	\$105.53
211895	1/6/2017	104-0910921-7575454	08811	AMAZON.COM	BREAK ROOM SUPPLIES FOR OPS/PARKS	\$13.34
211896	1/6/2017	104-7421174-1966621	08811	AMAZON.COM	BREAK ROOM SUPPLIES FOR OPS/PARKS	\$45.42
211993	1/6/2017	111-4609085-9186646	08811	AMAZON.COM	HEAD SET ADAPTER CABLE - COUNCIL CHAMBERS	\$5.85
211992	1/6/2017	111-9366291-1845016	08811	AMAZON.COM	3.3 FT AUX STERIO CABLE - COUNCIL CHAMBERS	\$17.98
211999	1/6/2017	1300077420	08590	NEWEGG BUSINESS INC	SCADA WWTP	\$361.96
211965	1/6/2017	300114657	01443	KCDA PURCHASING COOPERATIVE	CASES OF PAPER	\$152.87
212327	1/6/2017	300114751	01443	KCDA PURCHASING COOPERATIVE	8.5X11 COPY PAPER FOR WTP	\$76.44
211889	1/6/2017	709191	00306	BAYSHORE OFFICE PRODUCTS INC	PUB DEF OFFICE SUPPLIES	\$76.12
212513	1/6/2017	9395ParksJan17	02192	PUGET SOUND ENERGY	6300 SUNSET AVE.	\$242.51
212131	1/6/2017	A1188192	02405	SEBO'S DO-IT CENTER	PARTS FOR R&M EOC CUBBY HOLE	\$6.04
212260	1/7/2017	112-0833077-2864260	08811	AMAZON.COM	MR. CLEAN MAGIC ERASER (3 BOXES)	\$18.49
212132	1/7/2017	0190025M	10464	WA BOARD OF ACCOUNTANCY	CPA LICENSE 2017 HEIKO MILES	\$230.00
212129	1/7/2017	149633	09946	CASH & CARRY	VARIOUS TEAS FOR 3RD FLOOR & WTP	\$33.92
212509	1/8/2017	740005522	02882	DEX MEDIA	ADULT BOOKS	\$89.41
211958	1/9/2017	Order	08811	AMAZON.COM	EATON ELECTRICAL EXTERNAL UPS	\$204.70
211951	1/9/2017	0040303-IN	02753	TMG SERVICES, INC	CL2 ANALYZER PM KIT	\$809.45

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212259	1/9/2017	10235	01908	NORTHWEST CLEAN AIR AGENCY	DEVELOPMENT AND OVERSIGHT FEE FY17	\$123.10
211946	1/9/2017	106-3794640-1775414	08811	AMAZON.COM	TIRE PRESSURE MONITORING SYSTEM FOR VEH	\$285.49
212378	1/9/2017	1146526	02681	SURETY PEST CONTROL	MONTHLY PEST MAINTENANCE-OPS	\$48.83
212510	1/9/2017	96700843	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - JUVENILE	\$156.44
212511	1/9/2017	96700844	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - JUVENILE	\$514.88
212726	1/9/2017	DGROUP	08912	EBAY OR PAYPAL	OTTERBOX REPLACEMENT HOLSTER/BELT CLIPS	\$17.70
212133	1/9/2017	GASB68-Seminar	10024	WFOA, WA FINANCE OFFICERS ASSOC	BUSINESS SERVICES -OTHER-MYPLACETO LEARN INC	\$60.00
212596	1/10/2017	11813	07568	PLUMBING GUYS INC, THE	DRAIN CLEANING @ CITY HALL	\$313.00
212563	1/10/2017	A1189334	02405	SEBO'S DO-IT CENTER	POWER FLOW NOZZLE	\$11.70
212620	1/10/2017	A1189352	02405	SEBO'S DO-IT CENTER	COBALT DRILL BIT	\$16.26
212670	1/10/2017	SR302002340:02	02863	FREIGHTLINER NORTHWEST	SERVICE REPAIRS FOR VEH #510	\$1,789.16
212278	1/10/2017	00053682	04217	BACKFLOW PREVENTION SUPPLY INC	TEST KIT CALIBRATION	\$89.29
212459	1/10/2017	002-4522389-8529842	08811	AMAZON.COM	CANOPY TENT - FIBER OPTIC	\$229.95
212403	1/10/2017	108-2958718-0846624	08811	AMAZON.COM	CLIMATE CONTROL FOOTREST FOR LEGAL AT	\$77.01
212558	1/10/2017	27380	10164	MAUL FOSTER ALONGI, INC	PROFESSIONAL SERVICE - GEMS PROPERTY THRU-12/31/16	\$1,937.27
212130	1/10/2017	658154	06699	POSPAPER.COM	BPA FREE THERMAL PAPER 3 1/8 X 230' TYLER CASHIERING	\$57.95
212348	1/10/2017	7009579903	00207	APPLIED INDUSTRIAL	BEARINGS	\$630.65
212033	1/10/2017	709661	00306	BAYSHORE OFFICE PRODUCTS INC	STORAGE BOXES - OFFICE SUPPLIES	\$17.58
212452	1/10/2017	71180B-X	10452	UNDERWOOD & ASSOCIATES	FEASIBILITY REMODEL @ OPS -2016 WORK	\$1,320.00
212134	1/10/2017	84912753002	08990	MICHAELS	PAINTS, POM POMS, CANVAS FOR MESSY ME	\$53.11
212514	1/10/2017	96730563	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - JUVENILE	\$555.38
212336	1/10/2017	B709153-1	00306	BAYSHORE OFFICE PRODUCTS INC	WALL CALENDER	\$13.01
212331	1/10/2017	WAMO138350	00939	FASTENAL CO	TRAUMA SAFETY STRAP	\$35.97
212743	1/11/2017	5061806	08811	AMAZON.COM	PHONE CASE - WALSH, STORAGE BAG	\$38.60
212738	1/11/2017	6421002	08811	AMAZON.COM	PHONE CASE - SWAN	\$14.99
212770	1/11/2017	869019-00	06706	PACIFIC POWER GROUP, LLC	REPAIRS TO #7-917	\$4,336.75
212476	1/11/2017	001-358034	02109	PISTON SERVICE OF ANACORTES	BATTERY FOR VEH #204A	\$350.93
212461	1/11/2017	1053190	07181	BUILDERS EXCHANGE OF	2017 WATERLINE REPLACEMENT AD	\$45.00
212092	1/11/2017	22177442	09622	WSU EXTENSION	PESTICIDE TRAINING BRANDON KRAUSE	\$120.00
212402	1/11/2017	3941571	02813	UNITED STATES POSTAL SERVICE	EVERY DOOR DIRECT MAILING, 4895 PIECES	\$861.52

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212460	1/11/2017	48061	00524	CENTRAL WELDING SUPPLY CO, INC	JACKETS - FIBER OPTIC	\$13.96
212382	1/11/2017	5040631MB	01530	LAKE SIDE INDUSTRIES, INC.	5/8 & 3/4 - ROCK FOR WATER DEPT.	\$470.00
212340	1/11/2017	5040652MB	01530	LAKE SIDE INDUSTRIES, INC.	ROCK FOR GCT REPAIRS	\$531.90
212379	1/11/2017	5040654MB	01530	LAKE SIDE INDUSTRIES, INC.	1 1/4 & 1 1/2 GRAVEL FOR STREET DEPT.	\$481.82
212329	1/11/2017	709900	00306	BAYSHORE OFFICE PRODUCTS INC	YEARLY PLANNERS	\$15.52
212324	1/11/2017	92007193	01061	CHEMTRADE CHEMICALS US LLC	ALUM	\$4,739.30
212405	1/11/2017	INV74784	01605	L.N. CURTIS & SONS	GRANT: CASCADE SYSTEM DISTRICT 17	\$22,197.35
212344	1/11/2017	WAANA88242	00939	FASTENAL CO	CABLE TIES	\$8.46
212333	1/11/2017	WAMO138363	00939	FASTENAL CO	SAFETY GLOVES	\$148.04
212728	1/12/2017	104-7373974-6970650	08811	AMAZON.COM	HEADSET FOR PHONE SYSTEM PLANTRONICS CS	\$193.26
212386	1/12/2017	172639	03226	JOHN E REID & ASSOC INC	TRAINING 4-DAY INTERVIEW TEC; DET BUFFUM & OFC SCHEEPERS	\$1,100.00
212759	1/12/2017	96779955	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$792.14
212768	1/12/2017	96779956	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - JUVENILE	\$249.53
212708	1/12/2017	98806008	01761	MINE SAFETY APPLIANCES CO.	SENSOR	\$571.15
212626	1/12/2017	A1189909	02405	SEBO'S DO-IT CENTER	HEATER FOR CERT TRAILER, WD40	\$42.27
212564	1/12/2017	A1190034	02405	SEBO'S DO-IT CENTER	CITY HALL MAIN FLOOR BREAK ROOM ITEM	\$16.50
212561	1/12/2017	A1190109	02405	SEBO'S DO-IT CENTER	ITEMS FOR USE @ CITY HALL	\$122.26
212385	1/12/2017	LI559450	01289	IAPE	TRAINING PROPERTY & EVIDENCE; RECORDS NEWSOM	\$325.00
212325	1/12/2017	0181588	00950	FIDALGO BAY COFFEE INC	COFFEE - WTP	\$132.40
212463	1/12/2017	0181591	00950	FIDALGO BAY COFFEE INC	COFFEE	\$93.00
212483	1/12/2017	10270929	01165	HACH COMPANY	PORTABLE PH METER PROBE	\$211.46
212317	1/12/2017	1067588224	01351	RICOH USA, INC	BLACK AND WHITE PRINTER-PARKS	\$784.46
212760	1/12/2017	108-0240377-0940220	08811	AMAZON.COM	HEADPHONES FOR BLUE CARD TRAINING, CHARGERS	\$55.13
212395	1/12/2017	1144437	02681	SURETY PEST CONTROL	JANUARY SERVICE - 29-2	\$44.49
211827	1/12/2017	17601	06562	WESTERN SYSTEMS REFUSE &	VIDEO CAMERA REPAIR FOR STREET DEPT	\$480.76
212551	1/12/2017	300116568	01443	KCDA PURCHASING COOPERATIVE	9 X 12 ENVELOPES & KLEENIX	\$57.05
212154	1/12/2017	323391	08598	ARIZONA INSTRUMENT LLC	GLASS FILTERS	\$855.00
212406	1/12/2017	3944623	02813	UNITED STATES POSTAL SERVICE	EVERY DOOR DIRECT MAIL. 4254 PIECES	\$748.70
212371	1/12/2017	41600214974	02909	LES SCHWAB TIRE CENTERS	REPAIR FOR VEH #838	\$14.65
212257	1/12/2017	A1189916	02405	SEBO'S DO-IT CENTER	GALLON ZIPLOC BAGS	\$9.56
212415	1/12/2017	Pay Application 1	10465	CARMAN'S CONSTRUCTION, LLC	STORM SEWER PONDS & SWALES	\$26,735.21
212075	1/13/2017	1012072	00598	COLE-PARMER INSTRUMENT CO.	ROTO METERS	\$290.01

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212690	1/13/2017	105-0169365-0169817	08811	AMAZON.COM	FLEXIBLE DUCT FOR ENERCO CONFINED SPACE HEATER	\$309.99
212692	1/13/2017	105-1910750-9252203	08811	AMAZON.COM	WRITEABLE CALIBRATION LABELS	\$19.44
212689	1/13/2017	105-7983223-8095409	08811	AMAZON.COM	CONFINED SPACE HEATER	\$1,811.94
212589	1/13/2017	1144401	02681	SURETY PEST CONTROL	RODENT CONTROL	\$43.40
212501	1/13/2017	267821	07399	ABC - CLIO, LLC	BOOKS - ADULT REFERENCE	\$152.75
212762	1/13/2017	96788467	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$25.43
212772	1/13/2017	96788468	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - JUVENILE	\$144.31
212764	1/13/2017	96788469	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$33.90
212765	1/13/2017	96788470	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$33.79
212569	1/13/2017	A1190351	02405	SEBO'S DO-IT CENTER	FACILITY REPAIR ITEM	\$3.83
212377	1/13/2017	0538270	00932	FERGUSON ENTERPRISES, INC	5/8 ACCUSTREAM - METER PARTS	\$143.44
212490	1/13/2017	17-00387	00850	EDGE ANALYTICAL, INC	TOC SAMPLES	\$98.00
212446	1/13/2017	1752	10469	KREIDER CONSTRUCTION INC.	EXTEND TRUCK GARAGE @ OPS	\$5,755.37
212407	1/13/2017	3947257	02813	UNITED STATES POSTAL SERVICE	EVERY DOOR DIRECT MAIL. 1211 PIECES	\$213.14
212347	1/13/2017	A1190307	02405	SEBO'S DO-IT CENTER	SHOWER HEAD AND CURTAIN RINGS	\$48.04
212647	1/14/2017	A1190479	02405	SEBO'S DO-IT CENTER	CAR WASH BRUSHES, FASTENERS	\$58.55
212323	1/14/2017	000099E018027	02817	UNITED PARCEL SERVICE	SHIPPING CHARGE TO CASCADE ENGINEERING SERVICES	\$11.19
212256	1/14/2017	A1190588	02405	SEBO'S DO-IT CENTER	CERAMIC TOWER HEATER	\$37.26
212658	1/15/2017	006801997	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM CHEVRONS	\$43.40
212523	1/15/2017	1960	04817	NW CLEANERS	CLEANING AND CARPET EXTRACTION @ WA	\$685.00
212648	1/15/2017	B354665	02405	SEBO'S DO-IT CENTER	WORK GLOVES	\$15.18
212497	1/15/2017	1025621	02519	SKAGIT PUBLISHING LLC	POSITION AD, RECORDS STAFF, OIT & LIBRARIAN	\$1,449.97
212652	1/16/2017	006805790	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM BOOTS; CORP FARRELL	\$157.33
212706	1/16/2017	1010790	00598	COLE-PARMER INSTRUMENT CO.	ROTO METER	\$290.01
212686	1/16/2017	80609^	00369	BLYTHE PLUMBING & HEATING INC	TROUBLESHOOT & REPAIR WTP BOILER	\$1,803.42
212685	1/16/2017	80778^	00369	BLYTHE PLUMBING & HEATING INC	TROUBLESHOOT & REPAIR WTP HVAC SYSTEM	\$318.72
211831	1/16/2017	00082576	09304	OWEN EQUIPMENT COMPANY	OPERATING PARTS FOR VACTOR SEWER JET	\$457.01
212467	1/16/2017	0188-478444	03816	CONSOLIDATED ELECTRICAL	PVC CEMENT BRUSH	\$1,018.02
212349	1/16/2017	0538247	00932	FERGUSON ENTERPRISES, INC	3" BLIND FLANGE	\$36.47
212255	1/16/2017	061697	10473	PETCO #202	DOG TREATS FOR DOG LICENSE CUSTOMERS	\$4.41
212479	1/16/2017	114-4889477	04834	UNITED SITE SERVICES, INC	PORTA-POTTY RENTAL FOR INTAKE STATION	\$145.64
212495	1/16/2017	120031622	05880	HDR ENGINEERING, INC	BLUE HERON 3MG RESERVOIR ENG DESIGN	\$95,210.30

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212516	1/16/2017	14874	09617	FRONTLINE CLEANING SERVICES	CUSTODIAL SERVICE	\$1,314.78
212248	1/16/2017	1988981039	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$73.05
212374	1/16/2017	6533	06498	COASTAL WEAR PRODUCTS, INC	PART FOR VEH #303	\$444.85
212279	1/16/2017	710355	00306	BAYSHORE OFFICE PRODUCTS INC	40 YEARS OF SERVICE FRAMES	\$58.35
212485	1/16/2017	CD9005906	02063	PCE PACIFIC INC	FILTER #2 BAY LEVEL INDICATION DISPLAYS	\$662.64
212334	1/16/2017	WAMO138433	00939	FASTENAL CO	HVAC FILTERS	\$104.55
212727	1/17/2017	0220891-in-revised	10152	AM CONSERVATION GROUP, INC.	OUTLET FOAM GASKETS	\$149.30
212822	1/17/2017	1799E0180292104446	02817	UNITED PARCEL SERVICE	RETURN LOANER EQUIPMENT TO CBE	\$75.84
212370	1/17/2017	001-358427	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #611	\$15.54
212283	1/17/2017	001-358441	02109	PISTON SERVICE OF ANACORTES	AXLE REPAIR BEARINGS FOR #025	\$90.99
212285	1/17/2017	001-358500	02109	PISTON SERVICE OF ANACORTES	WATER PUMP, COOLN HOSE FOR #143	\$64.89
212288	1/17/2017	002-2709521-8784227	08811	AMAZON.COM	BLU PIPE THREAD SEALANT	\$58.14
212729	1/17/2017	109-4661655-3561031	08811	AMAZON.COM	STREAMLIGHT LED VEHICLE MOUNT	\$695.77
212776	1/17/2017	109-9161603-6977056	08811	AMAZON.COM	CANISTER STEAM SYSTEM - MED UNIT SANITIZING	\$553.32
212281	1/17/2017	1094922072	02193	FERRELLGAS	PROPANE TANK FILLED AT OPERATIONS	\$77.94
212339	1/17/2017	170029	04831	T-SHIRTS BY DESIGN	BOYS BASKETBALL T SHIRTS	\$36.89
212399	1/17/2017	17271296	03116	W S DARLEY & CO	9 REDUCERS (2.5X1, 2.5X1.5)	\$258.23
212326	1/17/2017	1988984210	06718	ARAMARK	WTP LAUNDRY SERVICE	\$41.95
212410	1/17/2017	2017012	01709	MPI-MCNEILL POLYGRAPH & INVEST	PRE-EMPLOYMENT POLYGRAPH; SANDERS	\$175.00
212343	1/17/2017	24401	00156	ANACORTES PRINTING	PRINTING; BOOK AND RELEASE FORMS	\$65.10
212286	1/17/2017	292018	02549	SMILEY'S INC	BOLT KIT, PIN COMBO #611	\$131.07
212362	1/17/2017	329746	02478	SKAGIT RIVER STEEL &	SOCCER GOAL MATERIALS	\$656.21
212462	1/17/2017	710610	00306	BAYSHORE OFFICE PRODUCTS INC	BATTERY PACK	\$14.84
212085	1/17/2017	711086	01421	JCI JONES CHEMICALS INC	SODIUM HYDROXIDE 25% SOLUTION	\$2,561.42
212489	1/17/2017	768 2	01616	LOWE'S BUSINESS ACCOUNT/GEMB	JANUARY HARDWARE SUPPLIES	\$57.19
212367	1/17/2017	8498 30 017 0543538	04412	COMCAST	DEPOT INTERNET SERVICE 1/22/17-2/21/17	\$186.12
212320	1/17/2017	A1191352	02405	SEBO'S DO-IT CENTER	PAINT SUPPLIES - REMOVE GRAFFITI FROM VP	\$23.57
212322	1/17/2017	RS18019363	10377	SHIFTNOTE, LLC	SHIFTNOTE SERVICE THROUGH 4/30/17	\$194.85
212597	1/18/2017	101412	00244	ASSOCIATION OF WASHINGTON	FEBRUARY, SUPPLEMENTAL LIFE INSURANCE	\$314.11
212272	1/18/2017	108-0857815-2641822	08811	AMAZON.COM	BELT CLIPS FOR KYOCERA PHONES	\$41.72

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212274	1/18/2017	116-0069023-1642619	08811	AMAZON.COM	GLASS BEAKERS	\$55.07
212275	1/18/2017	116-4368967-7698636	08811	AMAZON.COM	THERMCO THERMOMETER	\$57.64
212678	1/18/2017	34246	01051	GC SYSTEMS, INC	4" CLA-VALVES FOR INTAKE TRAVELING WATER SCREEN REPLACEMENT	\$6,186.79
212736	1/18/2017	4798 5100 5527 6725	08476	TECHSOUP GLOBAL	VISA - TECHSOUP	\$10.00
212609	1/18/2017	5040700MB	01530	LAKESIDE INDUSTRIES, INC.	DUMP CONCRETE	\$345.36
212610	1/18/2017	5040701MB	01530	LAKESIDE INDUSTRIES, INC.	EZ STREET ASPHALT	\$723.00
212773	1/18/2017	96879350	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - JUVENILE	\$20.75
212774	1/18/2017	96879351	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - JUVENILE	\$158.32
212777	1/18/2017	96879352	01318	INGRAM LIBRARY SERVICES, LLC	BOOKS - JUVENILE	\$308.10
212562	1/18/2017	A1191530	02405	SEBO'S DO-IT CENTER	CITY HALL ITEM	\$2.65
212654	1/18/2017	A1191583	02405	SEBO'S DO-IT CENTER	CLAMPS FOR LEAKING WATER LINE	\$4.64
212571	1/18/2017	A1191636	02405	SEBO'S DO-IT CENTER	FASTENERS	\$6.67
212034	1/18/2017	G644461	02027	HD SUPPLY WATERWORKS	PTM-1NL 3/4 BRS INSERT	\$5,275.65
212746	1/18/2017	Reimbursement	09103	MIKLASKI, SHERI	MEAL WITH OVERNIGHT STAY	\$33.00
212425	1/18/2017	SI-9299971	09068	XBYTE TECHNOLOGIES	SERVER RAM FOR ENTERPRISE CLUSTER	\$3,000.00
212284	1/18/2017	001-358540	02109	PISTON SERVICE OF ANACORTES	SWITCH FOR #611	\$13.01
212366	1/18/2017	0188-478681	03816	CONSOLIDATED ELECTRICAL	UPS PLUG WWTP	\$20.70
212554	1/18/2017	1025995	02519	SKAGIT PUBLISHING LLC	PUBLISH AA-1569468 INVITATION TO BID 2160 LASERFLOW	\$43.78
212305	1/18/2017	1157312	00999	FOSTER PEPPER PLLC	WATER TREATMENT PLANT MATTER NO. 96	\$26,914.39
212397	1/18/2017	1157346	00999	FOSTER PEPPER PLLC	WATER TELEMTRY SYSTEMS MATTER NO. 100	\$625.00
212447	1/18/2017	134718	02280	SCOTT RICHARDS INSURANCE, INC	ADJUST ARTWORK INSURANCE 2017	\$627.00
212444	1/18/2017	134770	02280	SCOTT RICHARDS INSURANCE, INC	INSURE OPERATIONS SHOP 2017	\$1,293.00
212290	1/18/2017	16-076-IDS-001	00797	DIMENSIONAL COMMUNICATIONS INC	RETAINAGE RELEASE	\$10,172.96
212398	1/18/2017	1673953	09961	CARDINAL HEALTH 411, INC.	PHARMACEUTICALS	\$6.45
212427	1/18/2017	1988985476	06718	ARAMARK	STA 3 MAT SERVICE: 1/18	\$21.70
212411	1/18/2017	5040693MB	01530	LAKESIDE INDUSTRIES, INC.	ROCK FOR TRAIL REPAIRS - GCT	\$336.59
212321	1/18/2017	A1191502	02405	SEBO'S DO-IT CENTER	HOSE BIB AND TFE PASTE-WP	\$32.45
212484	1/18/2017	CD99006003	02063	PCE PACIFIC INC	CL2 MEMBRANES, PH PROBES, SENSOR FILL SOLUTION	\$3,620.56
212353	1/19/2017	1065173343-1978627	08811	AMAZON.COM	PILOT PRECISE PENS RED	\$16.92
212732	1/19/2017	2015-0020B (2)	10001	AMERESCO, INC	PAYMENT FOR M & V SERVICE FOR CITY HALL	\$571.80
212737	1/19/2017	4798 5100 5527 6725	02896	VISA	VISA - ADOBE INVOICE 773737284	\$260.27

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212739	1/19/2017	4798 5100 5527 6725	10508	ADOBE SYSTEMS INCORPORATED	VISA - ADOBE INVOICE 773739122	\$260.27
212742	1/19/2017	4798 5100 5527 6725	09740	DUMAS BAY CNTR	VISA - DUMAS BAY LODGING	\$66.60
212592	1/19/2017	711195	00306	BAYSHORE OFFICE PRODUCTS INC	INK STAMP PADS	\$21.16
212553	1/19/2017	896493348001	01962	OFFICE DEPOT, INC.	RUBBER BANDS & AA BATTERIES	\$58.53
212557	1/19/2017	896493348002	01962	OFFICE DEPOT, INC.	BREAKROOM SUPPLIES - WTP	\$3.73
212424	1/19/2017	9960789878	01746	MICROSOFT CORPORATION	SURFACE PRO 4 WITH COVER P&R	\$1,149.01
212572	1/19/2017	A1191785	02405	SEBO'S DO-IT CENTER	MOP BUCKET	\$85.19
212806	1/19/2017	cs- BowersYoga	08096	SKAGIT YOGA & NEUOTHERAPY	CONTRACTED PAYMENT FOR TEACHING FALL 9/1-11/17/16	\$448.00
212473	1/19/2017	001-358623	02109	PISTON SERVICE OF ANACORTES	BATTERY FOR VEH #222	\$498.02
212369	1/19/2017	001-358627	02109	PISTON SERVICE OF ANACORTES	PRODUCT FOR SHOP	\$74.58
212368	1/19/2017	001-358686	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #122	\$90.35
212505	1/19/2017	01/19/2017	00955	FIDALGO CLEANING	CLEANING - CARNEGIE 1/5 & 1/19	\$100.00
212337	1/19/2017	0181773	00950	FIDALGO BAY COFFEE INC	COFFEE - APD	\$93.00
212319	1/19/2017	140113	09864	DOG WASTE DEPOT	MUTT MITTS FOR ALL PARKS	\$1,180.00
212361	1/19/2017	152686-5	00355	BIRCH EQUIPMENT CO., INC	TRAILER RENTAL FOR EQUIPMENT	\$103.08
212437	1/19/2017	16-071-SEW	10299	JH KELLY, LLC	RETAINAGE RELEASE	\$199.85
212436	1/19/2017	16-092-SEW	10299	JH KELLY, LLC	RETAINAGE RELEASE	\$382.14
212413	1/19/2017	170051	04831	T-SHIRTS BY DESIGN	BOYS BASKETBALL T SHIRT	\$9.22
212429	1/19/2017	1988987649	06718	ARAMARK	STA 2 MAT SERVICE: 1/19	\$21.70
212432	1/19/2017	1988987650	06718	ARAMARK	STA 1 MAT SERVICE: 1/19	\$21.70
212345	1/19/2017	1988987655	06718	ARAMARK	NYLON MATS CLEANED	\$16.28
212418	1/19/2017	1988987661	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$73.06
212375	1/19/2017	1988987662	06718	ARAMARK	NYLON MAT CLEANING FOR OPS/SHOP	\$23.07
212352	1/19/2017	259296	01023	FRONTIER BUILDING SUPPLY	DOUGLAS FIR AND STAKES	\$21.36
212350	1/19/2017	259300	01023	FRONTIER BUILDING SUPPLY	PHILLIPS BITS - 2"/#2	\$11.88
212423	1/19/2017	5721085	04415	HARBOR FREIGHT TOOLS	PIPE BENDER & TUBING NOTCHER - PARKS	\$181.16
212400	1/19/2017	674 400 0000 7	00494	CASCADE NATURAL GAS CORP.	STA 1: 12/16 - 1/18	\$379.61
212434	1/19/2017	710826	00306	BAYSHORE OFFICE PRODUCTS INC	PUB DEF OFC SUPPLIES	\$23.15
212357	1/19/2017	711068	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES - CARNEGIE	\$19.02
212346	1/19/2017	907457/1	00021	ACE HARDWARE	PLUG	\$2.92
212417	1/19/2017	917 600 0000 9	00494	CASCADE NATURAL GAS CORP.	1915 13TH ST. - VP - 12/16-1/18/17	\$269.97
212376	1/19/2017	E30309	02405	SEBO'S DO-IT CENTER	PARTS FOR VEH #15-906	\$69.74
212354	1/19/2017	RE 41 JA9529 1002	02941	WASH ST DEPT OF TRANSPORTATION	FLASHING BEACONS	\$288.71
212392	1/19/2017	REIMB	10046	RICHTER, JACQUELINE	UNIFORM PATCHES; RICHTER	\$19.53

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212615	1/20/2017	001-358803	02109	PISTON SERVICE OF ANACORTES	BATTERY FOR VEH #711A	\$95.94
212679	1/20/2017	007H8391	01196	HARRINGTON INDUSTRIAL	WELDABLE PVC FOR CAUSTIC LINE REPLACEMENT	\$4,305.32
212582	1/20/2017	1311005	10461	ABP TECH	ISO CABLE	\$84.00
212583	1/20/2017	1311016	10461	ABP TECH	ISONAS WEATHERPROOFING KIT	\$165.92
212387	1/20/2017	20361921391	10453	NATIONAL TACTICAL OFFICERS ASS	TRAINING ACTIVE SHOOTER INSTRUCTOR; SGT KING, CPL MICHAEL AND DET BUFFUM	\$1,665.00
212584	1/20/2017	33H9584652913141S	10506	CBUS WIRELESS,LLC	CELL PHONE BELT FOR APD	\$149.75
212665	1/20/2017	5046677863	01351	RICOH USA, INC	ENG C86112175 COPIES 10/21/16-1/20/17	\$3,110.39
212552	1/20/2017	8403035467	00007	CINTAS CORP	FIRST AID SUPPLIES - VARIOUS DEPTS	\$395.02
212804	1/20/2017	98980000008	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS FOR WWTP	\$11.45
212651	1/20/2017	A1192217	02405	SEBO'S DO-IT CENTER	BOLTS FOR COMPRESSOR INSTALLATION -	\$34.44
212475	1/20/2017	001-358788	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #212	\$7.33
212472	1/20/2017	001-358818	02109	PISTON SERVICE OF ANACORTES	FILTERS FOR SHOP INVENTORY	\$49.14
212487	1/20/2017	0201582-IN	02260	REISNER DISTRIBUTOR INC	OIL TEST KITS	\$325.50
212363	1/20/2017	0210577-IN	03844	SIRENNET	OUTFIT POLICE TAHOES / STATE CONTRACT	\$3,605.40
212412	1/20/2017	038 200 0000 2	00494	CASCADE NATURAL GAS CORP.	APD 12/17-1/19/17	\$884.96
212730	1/20/2017	113-0141468-8938644	08811	AMAZON.COM	UNIFORM CARDIGAN	\$27.49
212517	1/20/2017	154 700 0000 9	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS 1220 10TH STREET	\$1,442.63
212435	1/20/2017	169 400 0000 9	00494	CASCADE NATURAL GAS CORP.	STA 2: 12/17 - 1/19	\$329.50
212507	1/20/2017	199 800 0000 4	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS - MHC/WTP	\$31.77
212594	1/20/2017	20066-1	02666	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES	\$49.00
212360	1/20/2017	259355	01023	FRONTIER BUILDING SUPPLY	REBAR	\$4.87
212414	1/20/2017	260 037 3822 1	00494	CASCADE NATURAL GAS CORP.	611 R AVENUE -DEPOT 12/17-1/19/17	\$527.70
212433	1/20/2017	440 400 0000 0	00494	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 12/17/16-1/19/17	\$1,020.13
212416	1/20/2017	538 000 0000 1	00494	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 12/17-1/19/17	\$46.31
212426	1/20/2017	710 200 0000 5	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS - OPERATIONS DEPT. 12/17/16	\$1,278.54
212556	1/20/2017	711305	00306	BAYSHORE OFFICE PRODUCTS INC	RECEIVED STAMP FOR PLANS - BLDG DEPT	\$54.78
212442	1/20/2017	795 700 0000 4	00494	CASCADE NATURAL GAS CORP.	CITY HALL 12/17/16-01/19/17	\$1,647.39
212506	1/20/2017	912 800 0000 0	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS - CARNEGIE	\$549.98
212481	1/20/2017	97526	01939	NORTHSTAR CHEMICAL INC.	SODIUM HYDROXIDE	\$4,668.18
212391	1/20/2017	A1192168	02405	SEBO'S DO-IT CENTER	FASTENERS, WRENCH	\$31.13
212499	1/20/2017	ANAC001	03512	CPS HR CONSULTING	CIVIL SERVICE POLICE TESTING	\$819.50
212581	1/21/2017	111-4291415-9106631	08811	AMAZON.COM	TONER CARTRIDGES FOR MAYOR'S PRINTER	\$84.99
212401	1/21/2017	00005W5A83037	02817	UNITED PARCEL SERVICE	UPS SHIPPING CHARGES	\$8.63

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212430	1/21/2017	8136 50 291 0005268	09989	WAVE	FIBER LEASE WTP TO CITY HALL 2/1-2/28/17	\$319.56
212419	1/21/2017	89808635	10088	GOTOCITRIX.COM	MONTHLY GOTOCITRIX PAYMENT 1/21-2/20/17	\$53.17
212754	1/21/2017	Safeway	02342	SAFEWAY INC	EMS BLS RUN REVIEW SUBSISTENCE	\$16.47
212688	1/22/2017	16637	01542	LANGUAGE EXCHANGE INC, THE	APD CASE 16-A02732; KOREAN INTERPRETER NEEDED	\$210.00
212694	1/22/2017	8121615104	09706	SHRED-IT USA, LLC	OLD RECORDS DESTROYED	\$38.50
212712	1/22/2017	8121618766	09706	SHRED-IT USA, LLC	CONTAINER SHREDDING - CITY HALL 1/11/17	\$33.00
212747	1/23/2017	1/23/17	02896	VISA	CHIEFS' MEETING LUNCH	\$9.14
212292	1/23/2017	10284988	01165	HACH COMPANY	REPLACEMENT LDO SENSOR CAP	\$150.60
212830	1/23/2017	1255576864	09923	GRAY, MATTHEW	STRICKERT, ROBERT, DENTAL SERVICES,	\$375.00
212809	1/23/2017	1988991706	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$73.05
212604	1/23/2017	259595	01023	FRONTIER BUILDING SUPPLY	DOUGLAS FIR FOR BENCHES	\$20.96
212611	1/23/2017	583301	10504	HERC EXCHANGE, LLC	RAMMER JUMPING JACK #6-976 WATER DEPT.	\$2,191.70
212519	1/23/2017	711592	00306	BAYSHORE OFFICE PRODUCTS INC	NAME PLATE/NAME PLATE HOLDER FOR JUDGE/COMMISSIONER	\$42.86
212585	1/23/2017	9x600455UM8768 81R	10505	INNOVATIVE LABEL	LABLEWRITER	\$60.45
212711	1/23/2017	A1192885	02405	SEBO'S DO-IT CENTER	FIBER OPTICS ITEMS	\$29.69
212735	1/23/2017	105-6141459- 2256202	08811	AMAZON.COM	MANILLA FOLDERS, BROTHER LABEL TAPE,	\$61.25
212731	1/23/2017	113-3688042- 2819464	08811	AMAZON.COM	HOLSTER/BELT CLIPS FOR WORK PHONES	\$19.96
212491	1/23/2017	170026-3442	09913	LAB/COR, INC.	GIARDIA/CRYPTOSPORIDIUM SAMPLES	\$900.00
212441	1/23/2017	1991	04817	NW CLEANERS	STA 1 WEEKLY CLEANING FOR JANUARY	\$488.00
212464	1/23/2017	2825	02144	WEST MARINE PRODUCTS, INC	FIBER OPTIC SUPPLIES	\$78.94
212508	1/23/2017	336596	08644	PPI GROUP	3-8-17 TRAINING GUNNAR AND TIM H SURVEY 3D	\$990.00
212465	1/23/2017	41600214512	02909	LES SCHWAB TIRE CENTERS	IMPLEMENT TUBE	\$31.10
212555	1/23/2017	711236	00306	BAYSHORE OFFICE PRODUCTS INC	GELOCITY PENS - BLUE & BLACK - MAYOR	\$25.80
212478	1/23/2017	711274	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES FOR OPS	\$33.37
210650	1/23/2017	75852	10421	VECA ELECTRIC COMPANY, INC	INSTALL NEW WIRING FOR PROPANE FUEL	\$7,483.05
212471	1/23/2017	A1192923	02405	SEBO'S DO-IT CENTER	OUTDOOR COVER - ELECTRICAL REPAIRS AT	\$18.09
212409	1/23/2017	A1192963	02405	SEBO'S DO-IT CENTER	PIPE, COUPLING, SOLDER, INSULATION -	\$66.70
212428	1/23/2017	A1192995	02405	SEBO'S DO-IT CENTER	ELBOW FOR PRESTON REPAIRS	\$1.27
212474	1/23/2017	B355193	02405	SEBO'S DO-IT CENTER	RETURNED OUTDOOR COVER	\$13.85
212431	1/23/2017	refund-Depot fees	10468	COX, SANDRA	DEPOT RENTAL FEES - EVENT CANCELLED -	\$450.00
212817	1/24/2017	111420	08654	FIDALGO AUTO PARTS - NAPA	OIL FILTER FOR SECONDARY AIR COMPRESSOR	\$14.24
212365	1/24/2017	123736	02773	TRAFFIC SAFETY SUPPLY CO. INC	RIVETS 3/8" WITH WASHERS TO RE-STOCK	\$282.43

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212640	1/24/2017	1300112026	08590	NEWEGG BUSINESS INC	INTERNAL COMPUTER DRIVE	\$184.98
212646	1/24/2017	1300112553	08590	NEWEGG BUSINESS INC	HARD DRIVE DOCKING STATION	\$64.99
212687	1/24/2017	1988994817	06718	ARAMARK	WTP LAUNDRY SERVICE	\$41.95
212076	1/24/2017	82666	03065	WHITNEY EQUIPMENT CO INC	SCREW, ALLEN HEAD, STRAINER BOTTOM AND	\$187.63
212814	1/24/2017	907776/1	00021	ACE HARDWARE	TAPE MEASURES, 25' AND 100'	\$60.30
212600	1/24/2017	A1193212	02405	SEBO'S DO-IT CENTER	GLOVES	\$14.90
212622	1/24/2017	A1193318	02405	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - WTP	\$22.54
212641	1/24/2017	B06027091	10017	SHI INTERNATIONAL CORP.	MICROSOFT SURFACE PRO 4 TABLETS WTP	\$2,223.84
212603	1/24/2017	B355302	02405	SEBO'S DO-IT CENTER	SINGLE CUT KEY	\$3.17
212496	1/24/2017	001-359025	02109	PISTON SERVICE OF ANACORTES	BRUSHES TO CLEAN SOLID WASTE TRUCK	\$32.99
212498	1/24/2017	0542005-001	02835	UNUM LIFE INS CO OF AMERICA	FEBRUARY, LEOFF LONG-TERM CARE PREMIUM	\$985.35
212733	1/24/2017	103-4874352-5437015	08811	AMAZON.COM	MEASURING WHEEL	\$57.24
212502	1/24/2017	711679	00306	BAYSHORE OFFICE PRODUCTS INC	PENCILS FOR CIVIL SERVICE RECORDS EXAM	\$14.92
212550	1/24/2017	UB#052-0072-01	10501	HANSEN, TIMOTHY	Payment made on closed account	\$80.72
212545	1/24/2017	UB#052-6340-01	10496	MADRID, GIOVANNI	Payment made on closed account	\$82.71
212547	1/24/2017	UB#130-0410-00	10498	PRIMOZICH, MARK	Credit given after account closed	\$99.72
212538	1/24/2017	UB#130-1790-02	10489	RANN, MARTIN	Overpayment on closed account	\$24.09
212548	1/24/2017	UB#141-1170-00	10499	PILLMAN, COANNE	Payment on closed account	\$131.81
212549	1/24/2017	UB#142-6330-00	10500	THREET, RICHARD	Payment on closed account	\$95.13
212539	1/24/2017	UB#143-0940-00	10490	BURKUM, HAROLD	Payment on closed account	\$78.78
212546	1/24/2017	UB#143-4955-00	10497	GP ANACORTES LLC	Payment on closed account	\$19.97
212540	1/24/2017	UB#380-0731-01	10491	OLSON, ANNETTE	Payment on closed account	\$95.43
212541	1/24/2017	UB#380-2210-01	10492	WINSTEAD, CATHERINE & RICHARD	Credit for Leak Adjustment - Account closed due customer	\$205.40
212542	1/24/2017	UB#380-2680-01	10493	MCCLELLAN, MARK	Payment on closed account	\$117.10
212544	1/24/2017	UB#400-8510-03	10495	PRESSLEY, MARIE & WILLIAM	Payment on closed account	\$126.94
212543	1/24/2017	UB#460-4410-00	10494	MILLER, DORIS	Payment on closed account	\$84.38
212515	1/24/2017	WN0000218058	03064	WHIDBEY NEWS TIMES	PERIODICAL WHIDBEY NEWS TIMES	\$105.00
212675	1/25/2017	001-359124	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #207A	\$4.77

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212676	1/25/2017	001-359170	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #207A	\$13.30
212836	1/25/2017	1027019	02519	SKAGIT PUBLISHING LLC	PUBLISH AA-1571273 AA1572365	\$290.54
212638	1/25/2017	111-7103679-7794642	08811	AMAZON.COM	DYMO LABEL WRITER LABEL PRINTER - IT	\$52.07
212639	1/25/2017	111-7340696-7956252	08811	AMAZON.COM	TONER CARTRIDGE - BECKY - COURT	\$91.90
212644	1/25/2017	1300115550	08590	NEWEGG BUSINESS INC	DELL 24" LCD MONITORS COURT	\$199.98
212608	1/25/2017	170068	04831	T-SHIRTS BY DESIGN	BASKETBALL T SHIRTS	\$27.67
212683	1/25/2017	17A00609	00180	ANACORTES TOWING LLC	TOWING; APD CASE #17-A00609	\$162.75
212682	1/25/2017	17A00610	00180	ANACORTES TOWING LLC	TOWING; APD CASE 17-A00610	\$162.75
212568	1/25/2017	2017-01-18	10475	FISHER, DIANE OR WILLIAM	ENERGY EFFICIENT APPLIANCE REBATE FOR	\$50.00
212718	1/25/2017	21162	00841	ECONOWASH LAUNDRY & DRY	JANUARY LAUNDRY	\$826.77
212756	1/25/2017	21163	00841	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING	\$292.68
212605	1/25/2017	259783	01023	FRONTIER BUILDING SUPPLY	CEMENT	\$65.75
212769	1/25/2017	5040714MB	01530	LAKESIDE INDUSTRIES, INC.	1 1/4 & 1 1/2 ROCK FOR STREET DEPT.	\$155.16
212758	1/25/2017	5040715MB	01530	LAKESIDE INDUSTRIES, INC.	1/ 14 & 1 1/2 ROCK FOR STREET DEPT.	\$360.31
212662	1/25/2017	5040762MB	01530	LAKESIDE INDUSTRIES, INC.	ROCK FOR GCT REPAIR	\$270.85
212761	1/25/2017	5040764MB	01530	LAKESIDE INDUSTRIES, INC.	1 1/4 & 1 1/2 ROCK FOR STREET DEPT	\$90.70
212763	1/25/2017	5040765MB	01530	LAKESIDE INDUSTRIES, INC.	1 1/4 & 1/ 1/2 ROCK FOR STREET DEPTL	\$103.96
212766	1/25/2017	5040766MB	01530	LAKESIDE INDUSTRIES, INC.	1 1/4 & 1 1/2 ROCK FOR STREET DEPT	\$158.97
212748	1/25/2017	81455	07368	THE HOSE SHOP, INC	PARTS FOR VEH #032 & #511	\$211.81
212602	1/25/2017	A1193570	02405	SEBO'S DO-IT CENTER	ELBOW - 3/4"	\$4.66
212616	1/25/2017	106-1142524-8435454	08811	AMAZON.COM	PART FOR VEH #029	\$248.04
212618	1/25/2017	106-7624080-5853048	08811	AMAZON.COM	PART FOR VEH #029	\$46.29
212674	1/26/2017	001-359249	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #207	\$154.82
212677	1/26/2017	001-359294	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #207A	\$65.22
212720	1/26/2017	0181941	00950	FIDALGO BAY COFFEE INC	10 LBS. COFFEE 1/26	\$93.00
212812	1/26/2017	0532224-IN	02260	REISNER DISTRIBUTOR INC	OIL SORBENT PADS	\$117.18
212723	1/26/2017	0538292	00932	FERGUSON ENTERPRISES, INC	3/4 AS #12 CUP BOTTOM PLATE (METER	\$311.10
212693	1/26/2017	100	01369	ISLAND FARM AND PET	K9 T-BONE FOOD	\$78.64
212645	1/26/2017	1300117001	08590	NEWEGG BUSINESS INC	DELL 24" LCD MONITOR - FACILITIES	\$199.98
212719	1/26/2017	1701526	09961	CARDINAL HEALTH 411, INC.	PHARMACEUTICALS	\$51.64
212653	1/26/2017	1988998248	06718	ARAMARK	NYLON MATS CLEANED	\$16.28
212664	1/26/2017	1988998256	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$69.94
212821	1/26/2017	6659 HR	02896	VISA	CIVIL SERVICE EXAM POSTAGE	\$19.88
212710	1/26/2017	9002645393	03138	ZEP SALES & SERVICE	ZEP 40 AEROSOL	\$148.87
212815	1/26/2017	907910/1	00021	ACE HARDWARE	ROPE	\$14.64
212745	1/26/2017	A1193795	02405	SEBO'S DO-IT CENTER	FACILITY OFFICE SUPPLIES	\$142.91

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212621	1/26/2017	G674508	02027	HD SUPPLY WATERWORKS	FS1-745-12.5 SS RC 6X12 (WAS	\$110.52
212793	1/27/2017	134970	02280	SCOTT RICHARDS INSURANCE, INC	DOCKS AND PIERS INSURANCE RENEWAL 2017	\$15,413.02
212623	1/27/2017	147	10141	SARAH SIBLEY	JANUARY WRITTEN PW ARTICLES	\$1,500.00
212657	1/27/2017	2017 MEMBERSHIP DUES	00808	DMCMA TREASURER	2017 DISTRICT MUNICIPAL COURT MANAGEMENT DUES	\$150.00
212660	1/27/2017	711672	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$98.06
212661	1/27/2017	712073	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$42.18
212803	1/27/2017	8498 30 017 0487207	04412	COMCAST	CITY HALL INTERNET CONNECTION 2/5-3/4/17	\$191.12
212624	1/27/2017	A1194080	02405	SEBO'S DO-IT CENTER	SHOP TOWELS/AIR FRESHENER FOR ACFL	\$18.07
212663	1/27/2017	B355590	02405	SEBO'S DO-IT CENTER	DUSTPAN, TP ROLLER, LUBRICANT	\$28.12
212656	1/27/2017	cpls	00765	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; DEC 2016	\$414.00
212659	1/27/2017	Feb 2017	01511	KORTERUD, WAYNE D	INDIGENT SCREENING	\$375.00
212669	1/27/2017	January2017	02896	VISA	PUB DEF VISA	\$99.27
212767	1/27/2017	MV157143	01801	MOTOR TRUCKS INC	PARTS FOR VEH #512	\$492.78
212607	1/27/2017	107-0821957-7081000	08811	AMAZON.COM	PLANTRONICS HEADSET FOR KATHLEEN	\$198.68
212684	1/28/2017	00005W5A83047	02817	UNITED PARCEL SERVICE	UPS SHIPPING CHARGES; WEEK ENDING 01-28-17	\$7.70
212811	1/28/2017	A1194317	02405	SEBO'S DO-IT CENTER	MIXING CONTAINER AND PAINT PAIL	\$7.03
212839	1/29/2017	002-2985548-243600	08811	AMAZON.COM	FIBER OPTICS PULLING TAPE 5000'	\$222.86
212722	1/30/2017	001-359537	02109	PISTON SERVICE OF ANACORTES	SUPPLIES FOR VEH #029	\$17.50
212810	1/30/2017	1990002288	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$73.05
212787	1/30/2017	2454805	02342	SAFEWAY INC	ICE FOR THE LAB	\$56.64
212801	1/30/2017	248 984 6277 5	00494	CASCADE NATURAL GAS CORP.	WTP NATURAL GAS USE 12/29/16-1/27/17	\$4,870.66
212794	1/30/2017	260346	01023	FRONTIER BUILDING SUPPLY	STAKES FOR POSTING NOTICES PLAN DEPT	\$44.17
212696	1/30/2017	72248535	01337	INTERSTATE BATTERIES	BATTERY FOR VEH #045	\$126.64
212671	1/30/2017	Jan Visa Executive	00148	ANACORTES CHAMBER OF COMMERCE	MAYORS AWARD OF MERIT AND STATE OF THE SCHOOL LUNCH	\$15.00
212672	1/30/2017	Jun executive expens	06639	BEYER, JUDY	MAYOR'S AWARD OF MERIT - JUDY BEYER	\$75.00
212681	1/31/2017	0200117	00955	FIDALGO CLEANING	CLEANING & SUPPLIES; 2/1-2/15	\$700.00
212721	1/31/2017	1095142480	02193	FERRELLGAS	PROPANE FOR SHOP	\$281.06
212785	1/31/2017	115977	02896	VISA	DT PLANNING FOR SMALLER COMMUNITIES	\$47.95
212808	1/31/2017	1714723	09961	CARDINAL HEALTH 411, INC.	PHARMACEUTICALS	\$4.05
212715	1/31/2017	2016-1030	10301	GONZALES LANDSCAPING &	LANDSCAPE MAINTENANCE - JAN 2017	\$5,425.00

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212771	1/31/2017	20396066088	06965	WASHINGTON TRUST FOR HISTORIC	MEMBERSHIP - WASHINGTON TRUST HISTORIC PRESERVATION	\$75.00
212717	1/31/2017	3321255	00717	DAILY JOURNAL OF COMMERCE	SLURRY SEAL - 2017 ADVERTISEMENT	\$315.10
212807	1/31/2017	712548	00306	BAYSHORE OFFICE PRODUCTS INC	DIVIDERS AND BINDERS	\$42.92
212795	1/31/2017	712626	00306	BAYSHORE OFFICE PRODUCTS INC	SUPPLIES FOR OPS OFFICE	\$20.38
212755	1/31/2017	B355924	02405	SEBO'S DO-IT CENTER	LIGHT FIXTURE REPAIR @ CITY HALL	\$2.98
212781	1/31/2017	DNR 22-A02664	02465	SKAGIT COUNTY AUDITOR'S OFFICE	RECORDING DNR LEASE 22-A02664	\$130.00
212796	1/31/2017	LTAC CoFC 20170131	00148	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER 2% FERRY PROJECT	\$10,191.97
212813	1/31/2017	P-1529-7	06985	QCC QUALITY CONTROLS CORP.	ON CALL SERVICES @ WWTP	\$425.00
212779	1/31/2017	P-1529-8	06985	QCC QUALITY CONTROLS CORP.	ON-CALL SERVICES	\$1,007.23
212714	1/31/2017	P1551-3	06985	QCC QUALITY CONTROLS CORP.	WWTP TELEMETRY PHASE A - PS 22	\$3,289.42
212826	1/31/2017	Pay Application 1	09937	FLOW TECHNOLOGIES, INC.	2016 SANITARY SERWER LINE IMPROVEMENT	\$16,149.78
212783	1/31/2017	Petty cash	02087	PETTY CASH FUND	PETTY CASH ITEMS	\$10.00
212827	1/31/2017	REIMB	10046	RICHTER, JACQUELINE	UNIFORM PATCHES; SGT RICHTER	\$29.30
212724	1/31/2017	Subscription	02481	SKAGIT VALLEY HERALD	PERIODICAL - SKAGIT VALLEY HERALD	\$208.00
212695	2/1/2017	1778563-0043-5	02997	WASTE MANAGEMENT	WTP SOLID WASTE DISPOSAL	\$135.12
212780	2/1/2017	3003033856	03957	THYSSENKRUPP ELEVATOR CORP	PHONE MONITORING - ELEVATOR	\$49.54

Total **\$690,013.14**



City Council Agenda Bill

Meeting Date: 2/6/2017

Agenda Item: 6c, 6d

Subject: Regional Water Contracts

Staff Contact: Steve Hoglund, Darcy Swetnam

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

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

Summary Statement: Enclosed are updated water supply agreements with the City of Oak Harbor and Town of La Conner, both regional water customers.

Background: City staff have been working to renegotiate the water supply agreements with the regional customers to improve administration of the contracts. The main change is that the new agreements eliminate the "committed volumes" concept in favor of a rolling 3-year average. Regional customers had other minor revisions, which have been incorporated into the draft before Council. One remaining agreement will be presented when it is received.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Council approved agreements with Skagit PUD and Shell Oil Products on January 3, 2017, and with the Swinomish Indian Tribal Community on January 17, 2017.

Competing Viewpoints Considered: n/a

Recommended Motion: I move we authorize the Mayor to execute the enclosed Water Supply Agreements for 2017-2036 with the City of Oak Harbor and Town of La Conner.

Alternative Actions:

Attachments (listed in order presented): Signed agreements with City of Oak Harbor and Town of La Conner.

CITY OF ANACORTES, WASHINGTON
WATER SUPPLY AGREEMENT

2017 - 2036

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CITY OF ANACORTES, WASHINGTON

WATER SUPPLY AGREEMENT

2017 - 2036

1. AGREEMENT

This Water Supply Agreement ("Agreement") is entered between the City of Anacortes, ("City") and City of Oak Harbor ("Customer"). The City and Customer are each a "Party" and collectively the "Parties" to this Agreement. The Parties agree as follows.

2. RECITALS

2.1 Water Supply. The City owns and operates a Utility System, including a Water Supply System. The City has water available to serve the Customer and other wholesale customers. The City has in the past supplied and will continue to supply water according to the terms and conditions of this Agreement.

2.2 Capacity. The City operates its Water Supply System for the purpose of delivering an adequate supply of water to all of its customers. The City operates its Utility System to meet the volumes contracted for by its customers and to provide for future use or expansion of the Utility System.

2.3 Multiple Customers. This is one of a series of similar, non-exclusive water supply agreements. Through its Water Supply System, the City supplies water to the City's retail water system; and by contract to regional customers that include the Town of La Conner, City of Oak Harbor, Skagit Public Utilities District No. 1, Swinomish Utility Authority, Shell Oil Products US, and Tesoro Refining and Marketing Company. The intent of this Agreement is that the costs of the Water Supply System be shared by the regional customers in a reasonable and consistent manner, in light of the varying demands of the regional customers. The Customer enters this Agreement to continue the City supply of water for its industrial and/or municipal water supply requirements. This Agreement replaces and supersedes any previous Agreements or understandings between the parties.

3. DEFINITIONS

3.1 "Capital Costs" are costs incurred or planned for the betterment and rehabilitation of the Water Supply System, including amounts paid from current water system revenues, fund balances, and debt service costs.

3.2 "Debt Service Costs" are the cost of issuance, and principal and interest on outstanding bonds, loans or other Utility System debt

3.3 "Municipal customers" mean the Town of La Conner, City of Oak Harbor, Skagit Public Utilities District No. 1 and Swinomish Utility Authority.

3.4 "Operating Costs" are the cost of labor, supervision, supplies, utilities, services, taxes (including but not limited to State and City utility taxes), insurance, and all other direct or indirect expenses required to operate and maintain the Water Supply System.

3.5 “Refinery customers” mean Shell Oil Products and Tesoro Refining and Marketing Company.

3.6 “Regional customers” mean the Town of La Conner, City of Oak Harbor, Skagit Public Utilities District No. 1, Swinomish Utility Authority, Shell Oil Products US, and Tesoro Refining and Marketing Company.

3.7 “Retail water system” means the City’s retail water service area.

3.8 “Uncontrollable Circumstances” includes, but is not limited to, acts of God, sabotage, war, fires, flood, earthquakes, power failure or other catastrophes, strikes, or failure or breakdown of the Water Supply System.

3.9 “Utility System” under this Agreement means the City’s retail water system and the Water Supply System.

3.10 “Water Supply System” means the City water system improvements, for purposes of this Agreement, to include:

3.10.1 The water intake and treatment facilities near Avon on the Skagit River and the water transmission pipelines from the water intake and treatment facilities to Sharpe’s Corner (collectively the “Regional Facilities”);

3.10.2 The 20-inch water supply pipeline from South March Point Road to the refineries (“Refinery Segment”); and

3.10.3 The 10-inch water supply pipeline along SR20 from Sharpe’s Corner to the Oak Harbor metering point just north of the Deception Pass Bridge (“Oak Harbor Segment”).

4. WATER SUPPLY, USE AND QUANTITY

4.1 The City shall supply quantities and pressures of water at location(s) and in amounts as stated in this Agreement Exhibit A, and any subsequent amendments to this Agreement. With the exception of the Skagit Public Utilities District #1 service area east of the Swinomish Channel, Customer agrees that except for Uncontrollable Circumstances, the City shall be its sole supplier of water for municipal or industrial purposes. Customer shall only use delivered water for its own purposes. Refinery customers shall not use water for resale. A municipal customer shall not use water for service or resale outside of the municipal customer’s service area as provided in Exhibit A.

4.2 The City shall use reasonable diligence to provide a regular and uninterrupted supply to the Customer’s approved delivery point(s), but shall not be liable to the Customer for damages, breach of this Agreement, or otherwise for interruption of water service or curtailment of water supply as a result of any Uncontrollable Circumstances. In the event of Uncontrollable Circumstances interrupting the City’s ability to provide water services or supply, the Customer shall have the right to obtain water from other sources until the City is able to resume water service. The Customer holds the City harmless from any claim for damages related

to continuity of service by third parties served by the Customer, to the extent that the claim arises out of Customer's negligence.

5. WATER DELIVERY POINTS

5.1 Approved Delivery Points. The City shall deliver water to the Customer at the approved delivery points listed in Exhibit A.

5.2 New Delivery Points. The Customer may request service at additional delivery points subject to the approval of the City. Recognizing that the Water Supply System is not a distribution system but the Customer has complete responsibility for constructing, operating and maintaining, and repair and replacement, of Customer's distribution system adequate for its service area. The Customer shall be responsible for paying all costs associated with installing new service connections. The connection shall include the necessary piping and valves, metering equipment of standard manufacture, and suitable isolating or backflow prevention devices as appropriate. If required by the City, the meter shall be of a type capable of transmitting continuous readings to the City's Water Treatment Plant. For any proposed service connection, the Customer shall prepare and submit the design for City approval prior to installation. The City shall own the meter and be responsible for maintaining it in good repair.

6. QUALITY OF WATER

6.1 Standards. The City shall operate and maintain its Water Supply System in order to supply water for municipal and industrial purposes that meets the water quality standards of the Washington State Department of Health and the U.S. Environmental Protection Agency, including periodic revisions to these standards. The City shall employ the normal care and practices of water utilities with respect to meeting water quality standards.

6.2 Limits on Liability. The City shall not be liable to the Customer for failure to meet the water quality standards for reasons that are outside the control of the City. The Customer indemnifies and holds harmless the City from any water quality-related claim for damages by third parties served by the Customer, to the extent that the claim arises out of Customer's negligence.

7. **RATES AND CHARGES.** Customer shall pay its share of costs as determined by the City using the methodology identified in this Agreement. Exercising its sole discretion as manager of the Utility System, the City shall allocate overall water utility costs between its retail water system and the Water Supply System, using standard cost recovery principles, available accounting data, and reasonable approximations when necessary. The Water Supply System costs shall distinguish between Operating Costs and Capital Costs. Capital Costs shall be further allocated between Regional Facilities, the Refinery Segment, and the Oak Harbor Segment.

7.1 Charges for Operating Costs.

7.1.1 Allocation Basis. To calculate annual operating charges, Operating Costs for the Water Supply System shall be allocated to each regional customer based on each customer's percentage share of the total regional water usage for the three (3) years previous to the year to which the charges apply. For example, for 2020 operating charges the allocation would be based on 2017-2019 water usage.

A. Future Transfers of Service Area. If there are future transfers of service area between one regional customer and another, the historical data shall be adjusted accordingly, using the best estimates available of actual water usage in the transferred area.

B. Retail Water System Allocation. Under this Agreement, the water usage of the City's retail water system shall be calculated by taking the total annual metered usage of all meters, and then subtracting the metered usage of the regional customers and other non-retail water system customers.

C. No State utility tax will be included in Operating Costs assessed to wholesale Customers purchasing water for resale.

7.1.2 Preliminary Operating Costs. For any year, preliminary Operating Costs shall be calculated before January 30th of that year, based on the City's adopted budget. One-twelfth of the preliminary operating charge to each regional customer shall be payable each month. Billing is in arrears; it applies to service provided the previous month.

7.1.3 Reconciliation to Actual Operating Costs. Within 12 months after year-end, a reconciling charge or credit shall be calculated that accounts for the difference between the budgeted and actual Operating Costs of the Water Supply System during the given year. The reconciling charge or credit shall be allocated to regional customers based on the same relative percentages as the corresponding preliminary operating charge.

7.2 Charges for Capital Costs.

7.2.1 Planning Period. The planning period for Capital Costs is the period over which the City plans capital improvement projects for the Water Supply System, the cost of which is to be recovered from regional customers. The planning period may range from three to five years, as determined by the City.

7.2.2 Planned Capital Charges. Capital charges under this Agreement are fixed annual charges to regional customers, to recover the projected Capital Costs incurred during a planning period. The City shall segregate planned capital charges for Regional Facilities, the Refinery Segment, and the Oak Harbor Segment.

7.2.3 Allocation Basis – General. Capital Costs shall be allocated to each regional customer based on each customer's percentage share of the total regional water usage for the three (3) years previous to the year to which the charges apply. For example, for 2020 capital charges the allocation would be based on 2017-2019 water usage.

7.2.4 Allocation Basis – Regional Facilities. Capital Costs for Regional Facilities are based on each regional customer's percentage share of the total regional water usage as determined under Agreement Section 7.2.3.

7.2.5 Allocation Basis – Refinery Segment. Capital Costs for the Refinery Segment are allocated between the City retail water system and the refinery customers according to their respective percentages under Agreement Section 7.2.3.

7.2.6 Allocation Basis – Oak Harbor Segment. Capital Costs for the Oak Harbor Segment shall be divided between Oak Harbor and the City retail water system according to their respective percentages under Agreement Section 7.2.3, unless the parties agree in writing to a different allocation.

7.2.7 Regional Capital Account Balance. For charges for Capital Costs, there is no reconciliation after a billing cycle. The City shall account for and maintain a “regional capital account balance” for money paid by regional customers for Capital Costs.

7.2.8 Supplemental Capital Charge. If unforeseen Capital Costs arise so that there will be no regional capital account balance within a given planning period, the City may either delay projects until the next planning period or charge for supplemental Capital Costs to be paid by regional customers for the remainder of the current planning period. If the cause of unexpected Capital Costs is the Refinery Segment or the Oak Harbor Segment, then the supplemental Capital Costs shall be allocated proportionately to the regional customers with an interest in the specific facilities. Otherwise, the supplemental Capital Costs shall be applied in the same percentage allocations used for the Capital Costs for the applicable planning period.

7.2.9 Debt Service Charges to Refinery Customers. Recognizing the variability of demand from the refinery customers and that regional customers may terminate the agreement with only three-year’ notice, the City may maintain alternative schedule(s) for recovery of Debt Service Costs as a component of Capital Costs charged to the refinery customers.

7.3 Planning and Advisory Estimates. To assist Customer in its financial planning, the City shall provide information to Customer, at least as follows. Following the City administrative officer’s submission of a preliminary annual budget to the City Council under RCW 35A.33.055, a copy of that preliminary budget, or excerpts related to the Utility System from that budget, shall be sent by City to Customer. In the event the City determines to operate under a biennial budget under Chapter 35A.34 RCW, the city shall provide to Customer such review and modification materials required under RCW 35A.34.130. By November 15th of each year, the City shall provide to Customer a further, non-binding, advisory estimate of charges for Operating Costs and Capital Costs for the next year. The City shall provide to Customer advance notice of draft comprehensive plans, facility plans capital improvement plans or other planning documents relating to the Utility System, as soon as practicable following the publication or general availability of such plan drafts.

8. BILLING AND PAYMENT.

8.1 Monthly Billing. The City shall bill Customer monthly for one twelfth (1/12) of the annual charges calculated under Agreement Section 7. The bill shall identify the Capital Cost and Operating Cost, the volume of metered water delivered to the Customer during the month. Payment by the Customer is due within thirty (30) days of the receipt of the bill.

8.2 Late Payment. If a bill remains unpaid after forty-five (45) days, the City will assess interest on the delinquent amount at the rate of twelve percent (12%) per annum. If a bill still is not paid after ninety (90) days, the City may use other remedies legally available to it, including shutting off service to enforce payment. Nothing in this Agreement Section 8 relieves Customer of obligations for payment of Capital Costs and Operating Costs for the three (3) year period following notice of Agreement termination.

9. METERING.

9.1 Meters and Testing. The volume of water delivered to the Customer shall be measured at the metering equipment at the delivery points identified under Agreement Section 5. Meters shall be maintained and read monthly by the City. Meters shall be tested by the City periodically, but not less than once per year, to assure continuing accuracy and conformance to the standards of measurement and service accepted in the water industry. The Customer has the right to advance notice and to be present at any of the regularly scheduled tests. The cost of conducting such tests shall be borne by the City. Tests may also be conducted at other times at the request of the Customer and the Customer may elect to have a representative witness the meter test. If the meter is accurate, the Customer shall pay for the cost of the test; but if the test reveals an inaccuracy of more than 2 percent, the City shall pay for the test. If an inaccuracy of more than 2 percent is discovered, all billings for water furnished hereunder for one-half the time from the date of the preceding test shall be adjusted. The adjustment shall be for the full amount in excess of 2 percent.

9.2 Temporary Lapses in Water Meter Data. If metered water use is incomplete or inaccurate for any period of time, the City may bill the Customer for such period based on estimated water use. The City may estimate use on any reasonable basis. The City shall provide the Customer documentation of the method used to estimate Customer water use for such period.

9.3 Documentation of Monthly Metering Results. Even though monthly metered water use does not affect the customer bill during the current year, the City shall read the meters on a monthly basis and notify the Customer of its water use during the prior month

10. FUTURE WATER SERVICE AND SUPPLY REQUIREMENTS

10.1 Service Area. This Agreement between the City and the Customer is to supply water to the Customer's existing industrial operations and/or water service area. In this regard, the Customer agrees not to increase its industrial operations or to expand its service area in a manner that would increase its water requirements by more than ten (10) percent without the prior approval of the City, with such approval not to be unreasonably withheld.

10.2 Future Improvements. The City plans and develops water supply facilities that may become necessary in the future to replace existing facilities or to expand the capacity of its Water Supply System to meet growing demands. The City may require appropriate commitments from regional customers prior to proceeding with system improvements.

10.3 Other Service. Nothing in this Agreement limits the City's authority to expand its service area or serve other retail or wholesale customers, in addition to service provided to the regional customers.

11. TERM AND TERMINATION.

11.1 Term. Subject to Agreement Section 11.2, this Agreement shall take effect on January 1, 2017, and remain in full force and effect until December 31, 2036. Either party can request, no more frequently than annually, amendment or renegotiation of this Agreement.

11.2 Termination. Either Party has the right to terminate this Agreement by giving not less than three (3) years' written notice to the other Party.

12. GENERAL

12.1 Conflicts. To the extent that there is any inconsistency between the provisions of this Agreement, any exhibit incorporated as part of this Agreement, the provisions of this Agreement shall control.

12.2 Records Inspection. The City shall maintain and make available for inspection at reasonable times all records pertaining to the Utility System. These records shall be maintained for a minimum of three (3)-years.

12.3 Notices. All notices and billing required hereunder shall be sent to the following addresses:

CITY OF ANACORTES

CUSTOMER

Mailing: PO Box 547
Anacortes, WA 98221
Physical: 904 6th Street
Anacortes, WA 98221

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

The person and address to which the notices are to be given may be changed at any time by either Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

12.4 Applicable Law. This Agreement and all disputes arising thereunder shall be governed by Washington State Law.

12.5 Assignment; Survival. Except as otherwise provided herein, neither Party may assign its rights or obligations under this Agreement without the express written consent of the other Party, which consent may be withheld in the sole discretion of such Party. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the Parties.

12.6 Dispute Resolution. The Parties shall seek to resolve amicably any disputes arising under this Agreement. If a dispute cannot be resolved by the Parties, any Party may invoke a formal conflict resolution process under this Section 12.6.

12.6.1 The first step in the process shall be a meeting including the City's Mayor and Public Works Director and the Customer's representative(s).

12.6.2 If the Parties cannot resolve the dispute at the first step within thirty (30) days, the second step in the process shall be mediation before a single mediator selected by mutual agreement of the Parties. If the Parties cannot agree on a mediator, either Party may apply to the presiding judge of the Skagit County Superior Court for appointment of a mediator.

12.6.3 If the Parties cannot resolve the dispute at the second step within ninety (90) days of the appointment of the mediator, any Party may commence an action under this Agreement.

Any dispute that cannot be resolved by the Parties shall be resolved in the Skagit County Superior Court with each Party preserving its right to trial by jury.

12.7 Non-Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of the breach. Where the condition to be waived is a material part of the Agreement such that its waiver would affect the essential bargains of the Parties, the waiver must be supported by consideration and take the form of an Agreement modification.

12.8 No Third Party Beneficiary. The rights and obligations created by this Agreement are for the sole benefit of the Parties, their successors or assigns and no person not a Party shall be a beneficiary, intended or otherwise, of any such rights or be entitled to enforce any of the obligations created by this Agreement.

12.9 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Further, the Parties shall negotiate in good faith regarding amendments to this Agreement that would, to the maximum extent possible, effectuate the intent of any provision determined to be invalid or unenforceable.

12.10 Construction. This Agreement has been freely and fairly negotiated by the Parties hereto and has been reviewed and discussed by legal counsel for each of the Parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of this Agreement shall be construed and interpreted without any presumption or other rule requiring constructional interpretation against the Party causing the drafting of the Agreement.

12.11 Captions. The captions and paragraphs headings contained in this Agreement are for convenience and reference purposes only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

12.12 Prior Agreement Superseded; Complete Agreement. This Agreement supersedes that Water Supply Agreement between the Parties (effective January 1, 2006 for the term 2006 – 2026, the “Prior Agreement”). The Prior Agreement has no further force or effect commencing January 1, 2017. This Agreement contains the complete statement of the understanding of the Parties with respect to the subject matter of this Agreement. There are no other representations, agreements, or understandings, oral or written, by the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. Each Party acknowledges and represents to the other Party that it is executing this Agreement solely in reliance upon its own judgment and knowledge and that it is not executing this Agreement based upon the representation or covenant of the other Party, or anyone acting on such Party's behalf, except as expressly stated herein. Any modifications or amendments to this Agreement shall be approved in writing by both Parties.

12.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, all of which, when taken together, shall constitute one and the same Agreement. Executed counterparts transmitted by facsimile or electronic means shall be binding on the Parties.

12.14 Certain Representations And Warranties Of The Parties. Each Party represents and warrants to the other that the execution, delivery, and performance of this Agreement have been duly approved

by all required government or corporate action, and that the person or persons signing on behalf of such Party have full authority to do so.

IN WITNESS WHEREOF, the Parties hereto have each executed this Agreement as of the day and year below written.

CITY OF ANACORTES

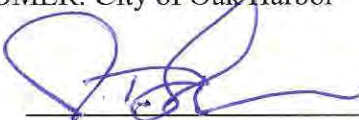
By: _____
Laurie M. Gere, Mayor

DATE: _____

ATTEST:

Steven D. Hoglund, City Clerk Treasurer

CUSTOMER: City of Oak Harbor

By:  _____

ROBERT T. SEVERNS

DATE: _____ 1/17/2017

ATTEST:  _____
Anna Thompson, City Clerk

EXHIBIT A

Water Supply Agreement between the City of Anacortes and City of Oak Harbor.

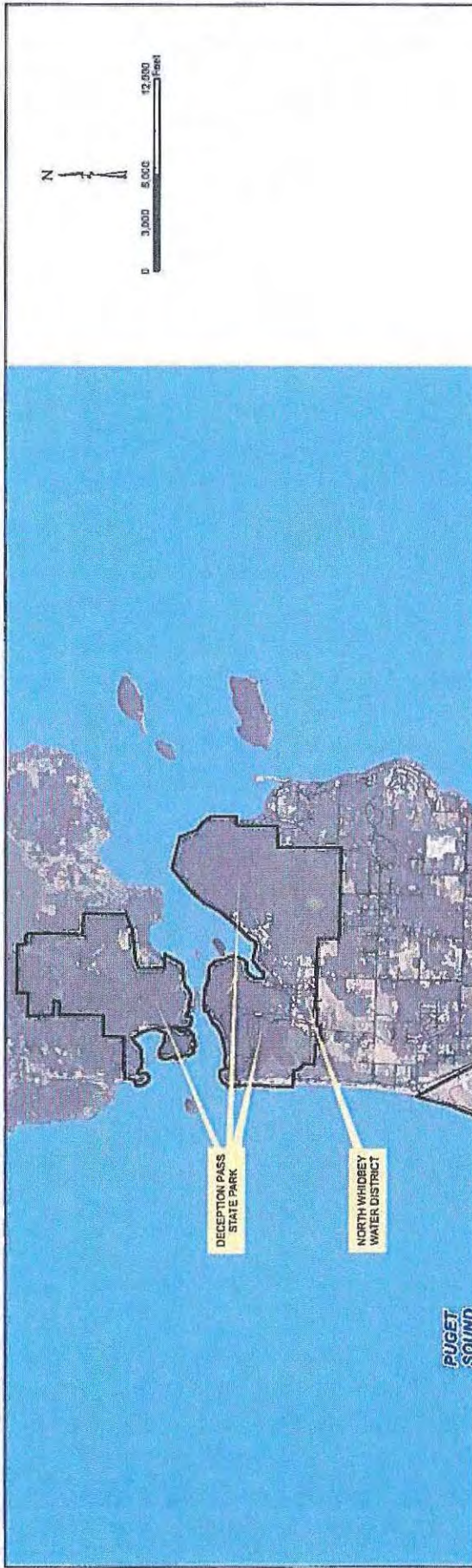
Approved Metered Service Connections:

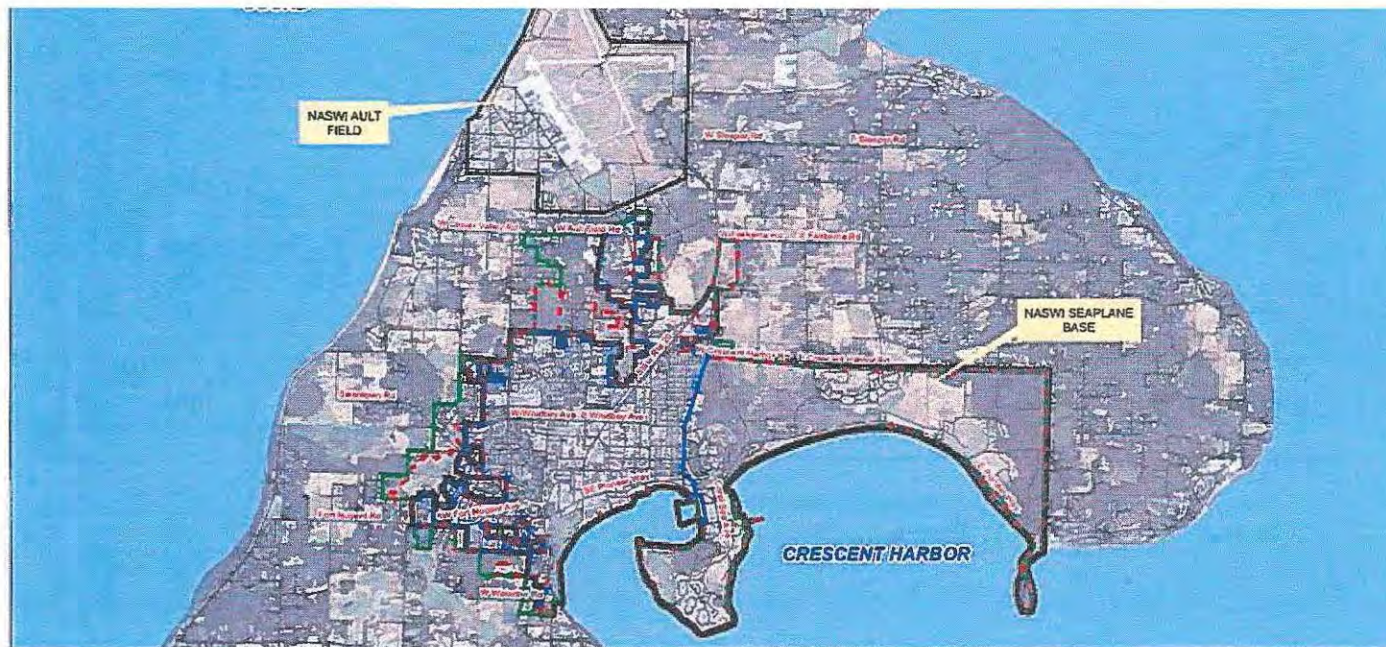
No.	Size	Brand	Type	Location	Reading System
1	10"	Rockwell		Deception Pass	Manual
2	12"	Panamet		Sharpe's Corner	Manual

1. Contractual Water Volume:

Annual: 1,000 Million Gallons

2. Water Pressure: 120 psi
3. As provided for in the Anacortes Water System Plan/ Skagit County CWSP, Anacortes provides water supply to North Whidbey Island, the City of Oak Harbor, the Naval Air Base, and the other areas identified in the Island County Coordinated Water System Plan.





LEGEND:

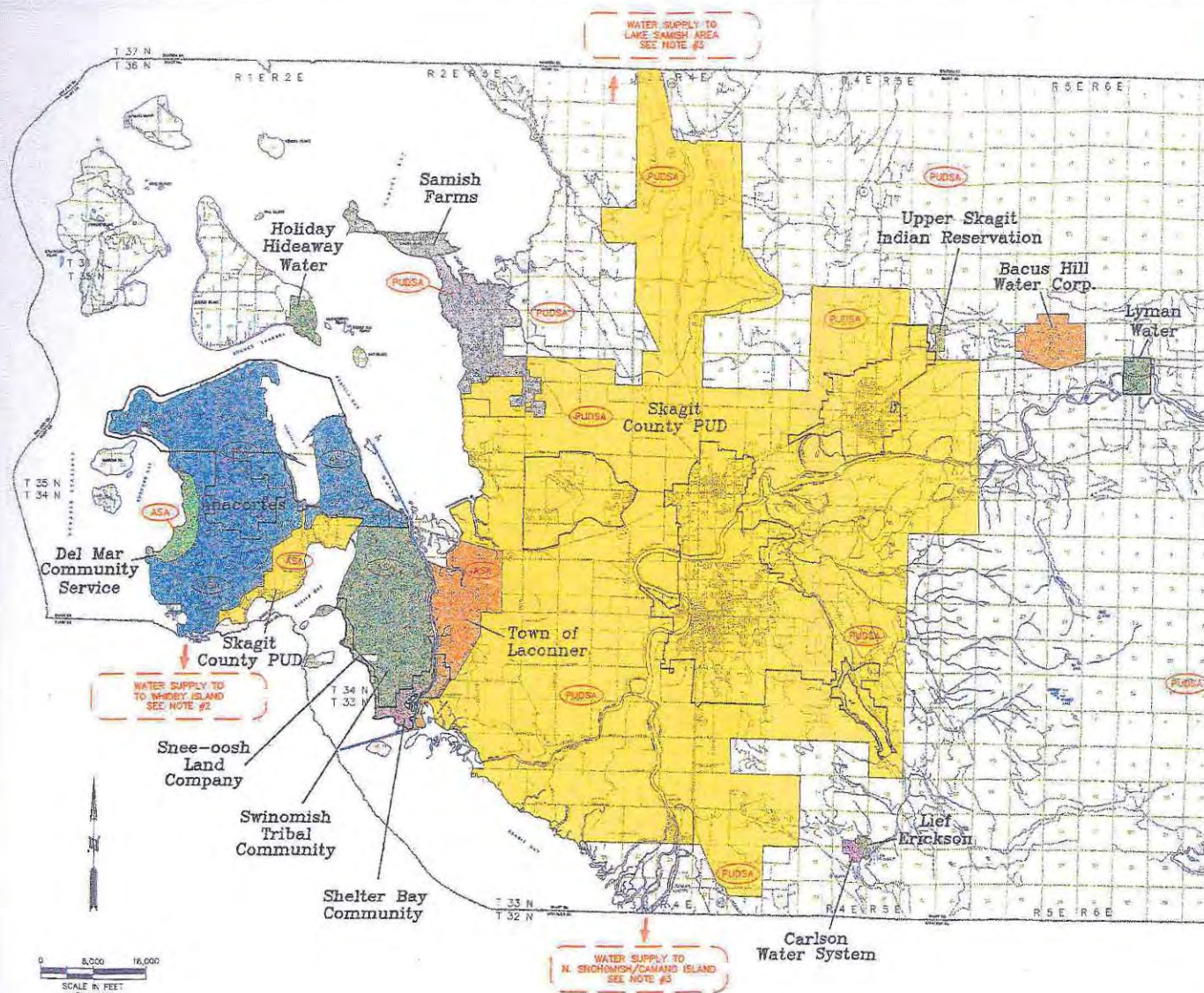
- CITY LIMITS
- EXISTING/RETAIL SERVICE AREA
- SERVICE AREA
- FUTURE SERVICE AREA (UGA)

DATA SOURCE: DEPARTMENT OF AGRICULTURE (USDA)

CITY OF OAK HARBOR
 2013 WATER SYSTEM PLAN UPDATE
 FIGURE 1-5
 SERVICE AREAS MAP



M:\GIS\Projects\13104 - Water System Plan Update\GENERAL_FIG 1-5.mxd



Note #1

The existing systems shown shall have first priority for water service to new developments proposed outside of designated service areas when they are adjacent (i.e. within one-half mile) to the proposed development. Should they decline service and in all other non-designated areas, the Skagit County PUD No. 1 is responsible for providing new water service consistent with the conditions of the CWSP throughout the entire Skagit County and adjacent counties as noted on this map and in the CWSP. The PUD may initially provide service through the use of groundwater, with eventual expansion of the Central Judy Reservoir and Skagit River Water System Network.

Note #2

As provided for in the Anacortes Water System Plan/Skagit County CWSP, Anacortes provides water supply to North Whidby Island, the City of Oak Harbor, the Naval Air Base and other areas identified in the Island County CWSP.

Note #3

As provided for in the Skagit County PUD #1's Water System Plan/Skagit County CWSP, the PUD may provide water supply service to the Stanwood/Camano Island area and the Lake Samish Area in Whatcom County.

Note #4

The Anacortes and Skagit County PUD #1 Supply Systems are intended to enable both utilities to supplement or serve water to the other's service area for operational or emergency purposes.

Note #5

A more specific service area boundary map is on file at the County & is recorded in the Utility's Water System Plan.

Legend

- County Boundary
- Hydrology
- Roads
- Urban Growth Area Boundary
- Designated Service Areas (color varies)
- Skagit County PUD
- PUD Satellite System Management and Supply Area
- See Note #1
- ASA Anacortes Supply Area
- PUDSA PUD Cultus MTS Supply Area

EXHIBIT 3-1 Skagit County Designated Service Areas for Expanding Water Systems

Map 1 of 2

June 1999



ECONOMIC AND ENGINEERING SERVICES, INC.

CITY OF ANACORTES, WASHINGTON

WATER SUPPLY AGREEMENT

2017 - 2036

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CITY OF ANACORTES, WASHINGTON

WATER SUPPLY AGREEMENT

2017 - 2036

1. AGREEMENT

This Water Supply Agreement ("Agreement") is entered between the City of Anacortes, ("City") and Town of La Conner ("Customer"). The City and Customer are each a "Party" and collectively the "Parties" to this Agreement. The Parties agree as follows.

2. RECITALS

2.1 Water Supply. The City owns and operates a Utility System, including a Water Supply System. The City has water available to serve the Customer and other wholesale customers. The City has in the past supplied and will continue to supply water according to the terms and conditions of this Agreement.

2.2 Capacity. The City operates its Water Supply System for the purpose of delivering an adequate supply of water to all of its customers. The City operates its Utility System to meet the volumes contracted for by its customers and to provide for future use or expansion of the Utility System.

2.3 Multiple Customers. This is one of a series of similar, non-exclusive water supply agreements. Through its Water Supply System, the City supplies water to the City's retail water system; and by contract to regional customers that include the Town of La Conner, City of Oak Harbor, Skagit Public Utilities District No. 1, Swinomish Utility Authority, Shell Oil Products US, and Tesoro Refining and Marketing Company. The intent of this Agreement is that the costs of the Water Supply System be shared by the regional customers in a reasonable and consistent manner, in light of the varying demands of the regional customers. The Customer enters this Agreement to continue the City supply of water for its industrial and/or municipal water supply requirements. This Agreement replaces and supersedes any previous Agreements or understandings between the parties.

3. DEFINITIONS

3.1 "Capital Costs" are costs incurred or planned for the betterment and rehabilitation of the Water Supply System, including amounts paid from current water system revenues, fund balances, and debt service costs.

3.2 "Debt Service Costs" are the cost of issuance, and principal and interest on outstanding bonds, loans or other Utility System debt

3.3 "Municipal customers" mean the Town of La Conner, City of Oak Harbor, Skagit Public Utilities District No. 1, and Swinomish Utility Authority.

3.4 “Operating Costs” are the cost of labor, supervision, supplies, utilities, services, taxes (including but not limited to State and City utility taxes), insurance, and all other direct or indirect expenses required to operate and maintain the Water Supply System.

3.5 “Refinery customers” mean Shell Oil Products and Tesoro Refining and Marketing Company.

3.6 “Regional customers” mean the Town of La Conner, City of Oak Harbor, Skagit Public Utilities District No. 1, Swinomish Utility Authority, Shell Oil Products US, and Tesoro Refining and Marketing Company.

3.7 “Retail water system” means the City’s retail water service area.

3.8 “Uncontrollable Circumstances” includes, but is not limited to, acts of God, sabotage, war, fires, flood, earthquakes, power failure or other catastrophes, strikes, or failure or breakdown of the Water Supply System.

3.9 “Utility System” under this Agreement means the City’s retail water system and the Water Supply System.

3.10 “Water Supply System” means the City water system improvements, for purposes of this Agreement, to include:

3.10.1 The water intake and treatment facilities near Avon on the Skagit River and the water transmission pipelines from the water intake and treatment facilities to Sharpe’s Corner (collectively the “Regional Facilities”);

3.10.2 The 20-inch water supply pipeline from South March Point Road to the refineries (“Refinery Segment”); and

3.10.3 The 10-inch water supply pipeline along SR20 from Sharpe’s Corner to the Oak Harbor metering point just north of the Deception Pass Bridge (“Oak Harbor Segment”).

4. WATER SUPPLY, USE AND QUANTITY

4.1 The City shall supply quantities and pressures of water at location(s) and in amounts as stated in this Agreement Exhibit A, and any subsequent amendments to this Agreement. With the exception of the Skagit Public Utilities District #1 service area east of the Swinomish Channel, Customer agrees that except for Uncontrollable Circumstances, the City shall be its sole supplier of water for municipal or industrial purposes. Customer shall only use delivered water for its own purposes. Refinery customers shall not use water for resale. A municipal customer shall not use water for service or resale outside of the municipal customer’s service area as provided in Exhibit A.

4.2 The City shall use reasonable diligence to provide a regular and uninterrupted supply to the Customer's approved delivery point(s), but shall not be liable to the Customer for damages, breach of this Agreement, or otherwise for interruption of water service or curtailment of water supply for any Uncontrollable Circumstances. The Customer holds the City harmless from any claim for damages related to continuity of service by third parties served by the Customer, to the extent that the claim arises out of Customer's negligence.

5. WATER DELIVERY POINTS

5.1 Approved Delivery Points. The City shall deliver water to the Customer at the approved delivery points listed in Exhibit A.

5.2 New Delivery Points. The Customer may request service at additional delivery points subject to the approval of the City. Recognizing that the Water Supply System is not a distribution system but the Customer has complete responsibility for constructing, operating and maintaining, and repair and replacement, of Customer's distribution system adequate for its service area. The Customer shall be responsible for paying all costs associated with installing new service connections. The connection shall include the necessary piping and valves, metering equipment of standard manufacture, and suitable isolating or backflow prevention devices as appropriate. If required by the City, the meter shall be of a type capable of transmitting continuous readings to the City's Water Treatment Plant. For any proposed service connection, the Customer shall prepare and submit the design for City approval prior to installation. The City shall own the meter and be responsible for maintaining it in good repair.

6. QUALITY OF WATER

6.1 Standards. The City shall operate and maintain its Water Supply System in order to supply water for municipal and industrial purposes that meets the water quality standards of the Washington State Department of Health and the U.S. Environmental Protection Agency, including periodic revisions to these standards. The City shall employ the normal care and practices of water utilities with respect to meeting water quality standards.

6.2 Limits on Liability. The City shall not be liable to the Customer for failure to meet the water quality standards for reasons that are outside the control of the City. The Customer indemnifies and holds harmless the City from any water quality-related claim for damages by third parties served by the Customer, to the extent that the claim arises out of Customer's negligence.

7. **RATES AND CHARGES.** Customer shall pay its share of costs as determined by the City using the methodology identified in this Agreement. Exercising its sole discretion as manager of the Utility System, the City shall allocate overall water utility costs between its retail water system and the Water Supply System, using standard cost recovery principles, available accounting data, and reasonable approximations when necessary. The Water Supply System costs shall distinguish between Operating Costs and Capital Costs. Capital Costs shall be further allocated between Regional Facilities, the Refinery Segment, and the Oak Harbor Segment.

7.1 Charges for Operating Costs.

7.1.1 Allocation Basis. To calculate annual operating charges, Operating Costs for the Water Supply System shall be allocated to each regional customer based on each customer's percentage share of the total regional water usage for the three (3) years previous to the year to which the charges apply. For example, for 2020 operating charges the allocation would be based on 2017-2019 water usage.

A. Future Transfers of Service Area. If there are future transfers of service area between one regional customer and another, the historical data shall be adjusted accordingly, using the best estimates available of actual water usage in the transferred area.

B. Retail Water System Allocation. Under this Agreement, the water usage of the City's retail water system shall be calculated by taking the total annual metered usage of all meters, and then subtracting the metered usage of the regional customers and other non-retail water system customers.

C. No State utility tax will be included in Operating Costs assessed to wholesale Customers purchasing water for resale.

7.1.2 Preliminary Operating Costs. For any year, preliminary Operating Costs shall be calculated before January 30th of that year, based on the City's adopted budget. One-twelfth of the preliminary operating charge to each regional customer shall be payable each month. Billing is in arrears; it applies to service provided the previous month.

7.1.3 Reconciliation to Actual Operating Costs. After year-end, a reconciling charge or credit shall be calculated that accounts for the difference between the budgeted and actual Operating Costs of the Water Supply System during the given year. The reconciling charge or credit shall be allocated to regional customers based on the same relative percentages as the corresponding preliminary operating charge.

7.2 Charges for Capital Costs.

7.2.1 Planning Period. The planning period for Capital Costs is the period over which the City plans capital improvement projects for the Water Supply System, the cost of which is to be recovered from regional customers. The planning period may range from three to five years, as determined by the City.

7.2.2 Planned Capital Charges. Capital charges under this Agreement are fixed annual charges to regional customers, to recover the projected Capital Costs incurred during a planning period. The City shall segregate planned capital charges for Regional Facilities, the Refinery Segment, and the Oak Harbor Segment.

7.2.3 Allocation Basis – General. Capital Costs shall be allocated to each regional customer based on each customer's percentage share of the total regional water usage for the three (3) years previous to the year to which the charges apply. For example, for 2020 capital charges the allocation would be based on 2017-2019 water usage.

7.2.4 Allocation Basis – Regional Facilities. Capital Costs for Regional Facilities are based on each regional customer's percentage share of the total regional water usage as determined under Agreement Section 7.2.3.

7.2.5 Allocation Basis – Refinery Segment. Capital Costs for the Refinery Segment are allocated between the City retail water system and the refinery customers according to their respective percentages under Agreement Section 7.2.3.

7.2.6 Allocation Basis – Oak Harbor Segment. Capital Costs for the Oak Harbor Segment shall be divided between Oak Harbor and the City retail water system according to their respective percentages under Agreement Section 7.2.3.

7.2.7 Regional Capital Account Balance. For charges for Capital Costs, there is no reconciliation after a billing cycle. The City shall account for and maintain a "regional capital account balance" for money paid by regional customers for Capital Costs.

7.2.8 Supplemental Capital Charge. If unforeseen Capital Costs arise so that there will be no regional capital account balance within a given planning period, the City may either delay projects until the next planning period or charge for supplemental Capital Costs to be paid by regional customers for the remainder of the current planning period. If the cause of unexpected Capital Costs is the Refinery Segment or the Oak Harbor Segment, then the supplemental Capital Costs shall be allocated proportionately to the regional customers with an interest in the specific facilities. Otherwise, the supplemental Capital Costs shall be applied in the same percentage allocations used for the Capital Costs for the applicable planning period.

7.2.9 Debt Service Charges to Refinery Customers. Recognizing the variability of demand from the refinery customers and that regional customers may terminate the agreement with only three-year' notice, the City may maintain alternative schedule(s) for recovery of Debt Service Costs as a component of Capital Costs charged to the refinery customers.

7.3 Planning and Advisory Estimates. To assist Customer in its financial planning, the City shall provide information to Customer, at least as follows. Following the City administrative officer's submission of a preliminary annual budget to the City Council under RCW 35A.33.055, a copy of that preliminary budget, or excerpts related to the Utility System from that budget, shall be sent by City to Customer. In the event the City determines to operate under a biennial budget under Chapter 35A.34 RCW, the city shall provide to Customer such review and modification materials required under RCW 35A.34.130. By November 15th of each year, the City shall provide to Customer a further, non-binding, advisory estimate of charges for Operating Costs and Capital Costs for the next year. The City shall provide to Customer advance notice of draft comprehensive plans, facility plans capital improvement plans or other planning documents relating to the Utility System, as soon as practicable following the publication or general availability of such plan drafts.

8. BILLING AND PAYMENT.

8.1 Monthly Billing. The City shall bill Customer monthly for one twelfth (1/12) of the annual charges calculated under Agreement Section 7. The bill shall identify the Capital Cost and Operating Cost, the volume of metered water delivered to the Customer during the month. Payment by the Customer is due within thirty (30) days of the receipt of the bill.

8.2 Late Payment. If a bill remains unpaid after forty-five (45) days, the City will assess interest on the delinquent amount at the rate of twelve percent (12%) per annum. If a bill still is not paid after ninety (90) days, the City may use other remedies legally available to it, including shutting off service to enforce payment. Nothing in this Agreement Section 8 relieves Customer of obligations for payment of Capital Costs and Operating Costs for the three (3) year period following notice of Agreement termination.

9. METERING.

9.1 Meters and Testing. The volume of water delivered to the Customer shall be measured at the metering equipment at the delivery points identified under Agreement Section 5. Meters shall be maintained and read monthly by the City. Meters shall be tested by the City periodically, but not less than once per year, to assure continuing accuracy and conformance to the standards of measurement and service accepted in the water industry. The Customer has the right to advance notice and to be present at any of the regularly scheduled tests. The cost of conducting such tests shall be borne by the City. Tests may also be conducted at other times at the request of the Customer and the Customer may elect to have a representative witness the meter test. If the meter is accurate, the Customer shall pay for the cost of the test; but if the test reveals an inaccuracy of more than 2 percent, the City shall pay for the test. If an inaccuracy of more than 2 percent is discovered, all billings for water furnished hereunder for one-half the time from the date of the preceding test shall be adjusted. The adjustment shall be for the full amount in excess of 2 percent.

9.2 Temporary Lapses in Water Meter Data. If metered water use is incomplete or inaccurate for any period of time, the City may bill the Customer for such period based on estimated water use. The City may estimate use on any reasonable basis. The City shall provide the Customer documentation of the method used to estimate Customer water use for such period.

9.3 Documentation of Monthly Metering Results. Even though monthly metered water use does not affect the customer bill during the current year, the City shall read the meters on a monthly basis and notify the Customer of its water use during the prior month

10. FUTURE WATER SERVICE AND SUPPLY REQUIREMENTS

10.1 Service Area. This Agreement between the City and the Customer is to supply water to the Customer's existing industrial operations and/or water service area. In this regard, the Customer agrees not to increase its industrial operations or to expand its service area in a manner that would increase its water requirements by more than ten (10) percent without the prior approval of the City.

10.2 Future Improvements. The City plans and develops water supply facilities that may become necessary in the future to replace existing facilities or to expand the capacity of its Water Supply System to meet growing demands. The City may require appropriate commitments from regional customers prior to proceeding with system improvements.

10.3 Other Service. Nothing in this Agreement limits the City's authority to expand its service area or serve other retail or wholesale customers, in addition to service provided to the regional customers.

11. TERM AND TERMINATION.

11.1 Term. Subject to Agreement Section 11.2, this Agreement shall take effect on January 1, 2017, and remain in full force and effect until December 31, 2036. Either party can request, no more frequently than annually, amendment or renegotiation of this Agreement.

11.2 Termination. Either Party has the right to terminate this Agreement by giving not less than three (3) years' written notice to the other Party.

12. GENERAL

12.1 Conflicts. To the extent that there is any inconsistency between the provisions of this Agreement, any exhibit incorporated as part of this Agreement, the provisions of this Agreement shall control.

12.2 Records Inspection. The City shall maintain and make available for inspection at reasonable times all records pertaining to the Utility System. These records shall be maintained for a minimum of three (3)-years.

12.3 Notices. All notices and billing required hereunder shall be sent to the following addresses:

CITY OF ANACORTES

Mailing: PO Box 547
Anacortes, WA 98221
Physical: 904 6th Street
Anacortes, WA 98221

CUSTOMER

Town of La Conner
PO Box 400
204 Douglas Street
La Conner, WA 98257

The person and address to which the notices are to be given may be changed at any time by either Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

12.4 Applicable Law. This Agreement and all disputes arising thereunder shall be governed by Washington State Law.

12.5 Assignment; Survival. Except as otherwise provided herein, neither Party may assign its rights or obligations under this Agreement without the express written consent of the other Party, which consent may be withheld in the sole discretion of such Party. This

Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the Parties.

12.6 Dispute Resolution. The Parties shall seek to resolve amicably any disputes arising under this Agreement. If a dispute cannot be resolved by the Parties, any Party may invoke a formal conflict resolution process under this Section 12.6.

12.6.1 The first step in the process shall be a meeting including the City's Mayor and Public Works Director and the Customer's representative(s).

12.6.2 If the Parties cannot resolve the dispute at the first step within thirty (30) days, the second step in the process shall be mediation before a single mediator selected by mutual agreement of the Parties. If the Parties cannot agree on a mediator, either Party may apply to the presiding judge of the Skagit County Superior Court.

12.6.3 If the Parties cannot resolve the dispute at the second step within ninety (90) days of the appointment of the mediator, any Party may commence an action under this Agreement.

Any dispute that cannot be resolved by the Parties shall be resolved in the Skagit County Superior Court with each Party preserving its right to trial by jury.

12.7 Non-Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of the breach. Where the condition to be waived is a material part of the Agreement such that its waiver would affect the essential bargains of the Parties, the waiver must be supported by consideration and take the form of an Agreement modification.

12.8 No Third Party Beneficiary. The rights and obligations created by this Agreement are for the sole benefit of the Parties, their successors or assigns and no person not a Party shall be a beneficiary, intended or otherwise, of any such rights or be entitled to enforce any of the obligations created by this Agreement.

12.9 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Further, the Parties shall negotiate in good faith regarding amendments to this Agreement that would, to the maximum extent possible, effectuate the intent of any provision determined to be invalid or unenforceable.

12.10 Construction. This Agreement has been freely and fairly negotiated by the Parties hereto and has been reviewed and discussed by legal counsel for each of the Parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms

of this Agreement shall be construed and interpreted without any presumption or other rule requiring constructional interpretation against the Party causing the drafting of the Agreement.

12.11 Captions. The captions and paragraphs headings contained in this Agreement are for convenience and reference purposes only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

12.12 Prior Agreement Superseded; Complete Agreement. This Agreement supersedes that Water Supply Agreement between the Parties (effective January 1, 2006 for the term 2006 – 2026, the “Prior Agreement”). The Prior Agreement has no further force or effect commencing January 1, 2017. This Agreement contains the complete statement of the understanding of the Parties with respect to the subject matter of this Agreement. There are no other representations, agreements, or understandings, oral or written, by the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. Each Party acknowledges and represents to the other Party that it is executing this Agreement solely in reliance upon its own judgment and knowledge and that it is not executing this Agreement based upon the representation or covenant of the other Party, or anyone acting on such Party's behalf, except as expressly stated herein. Any modifications or amendments to this Agreement shall be approved in writing by both Parties.

12.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, all of which, when taken together, shall constitute one and the same Agreement. Executed counterparts transmitted by facsimile or electronic means shall be binding on the Parties.

12.14 Certain Representations And Warranties Of The Parties. Each Party represents and warrants to the other that the execution, delivery, and performance of this Agreement have been duly approved by all required government or corporate action, and that the person or persons signing on behalf of such Party have full authority to do so.

IN WITNESS WHEREOF, the Parties hereto have each executed this Agreement as of the day and year below written.

CITY OF ANACORTES

By: _____
Laurie M. Gere, Mayor

DATE: _____

ATTEST:

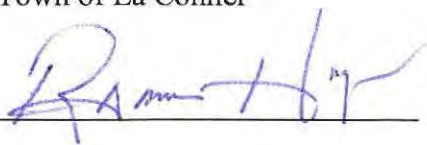
Steven D. Hoglund, City Clerk Treasurer

APPROVED AS TO FORM:

Darcy J. Swetnam, WSBA # 40530
City Attorney

CUSTOMER: Town of La Conner

By:



DATE:

1-24-17

ATTEST:



APPROVED AS TO FORM:


City Attorney

EXHIBIT A

Water Supply Agreement between the City of Anacortes and Town of La Conner.

Approved Metered Service Connections:

No.	Size	Brand	Type	Location	Reading System
1	8"	Sensus		La Conner Whitney Rd & SR20	Automated
2	2"	Sensus		La Conner Whitney Rd & SR20	Automated

1. Contractual Water Volume:

Annual: 162 Million Gallons

2. Water Pressure: 120 psi
3. The Town of La Conner is allowed to serve water to the Shelter Bay Community designated Service Area as identified in the Skagit County Coordinated Water System Plan.



City Council Agenda Bill

Meeting Date: 2/6/2017 **Agenda Item:** 20170103Item5e

Subject: Contract Award – 2017 M Avenue Waterline Replacement Project

Staff Contact: Fred Buckenmeyer

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

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

Summary Statement: City staff seeks Council consent to award a contract in the amount of \$360,942.88 to Larry Brown Construction, Inc. to construct the 2017 M Avenue Waterline Replacement Project.

Background: On January 4, 2017 the City solicited bids for the subject project and on January 17, 2017 a bid opening was conducted and 10 bids were received. Bid results are provided as an attachment hereto.

Budget Impact	
Amount Budgeted	\$1,125,000
Budget Account (BARS)	401.000.594.34.63
Proposed Expenditure	\$360,942.88
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Larry Brown Construction
Amount	\$360,942.88
Start Date	Notice to Proceed
End Date	90 calendar days

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council approve a contract award in the amount of \$360,942.88 to Larry Brown Construction, Inc. to construct the 2017 M Avenue Waterline Replacement Project.

Alternative Actions: N/A

Attachments (listed in order presented): Bid Results, Contract

CITY OF ANACORTES TABULATION OF BIDS

Bid Item: 2017 M Avenue Waterline Replacement Project
 Department: Engineering
 Location: City Hall - Council Chambers
 Date: 1/17/2017

Time: 10:00

	TIME IN	COMPANY	BID AMOUNT
1.	9:31	Faber Construction	\$ 390,017.01
2.	9:33	Tiger Construction, Ltd	\$ 437,551.21
3.	9:34	C. Johnson Construction, Inc.	\$ 426,889.45
4.	9:44	Ariston Pacific Inc.	\$ 694,745.71
5.	9:45	Larry Brown Construction Inc.	\$ 360,942.88
6.	9:45	Colacurcio Brothers	\$ 370,769.46
7.	9:47	SRV Construction, Inc.	\$ 408,898.53
8.	9:47	Trico	\$ 390,848.47
9.	9:48	B&L Utility, Inc.	\$ 424,994.50
10.	9:55	Strider Construction Co. Inc. - withdrawn. Pricing Error.	\$ 326,091.33
11.			
12.			
13.			
14.			
15.			
16.			

THIS AGREEMENT, made in three (3) copies, each of which shall be deemed original, and entered into this _____ day of _____, 2017, between the City of Anacortes Washington hereinafter called City, and **Larry Brown Construction, Inc.** hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. **WORK.** The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the **2017 M Avenue Waterline Replacement Project**, in accordance with and as described in the Invitation for Bid entitled the same and dated January 2017, Project No. PW-17-001-WTR-002. Incorporated by reference, and made a part hereof, are the Invitation for Bid aforementioned, current Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10* and Amendments, except as modified by the Special Provisions included in this Invitation to Bid. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.

The City hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

- II. **PRICE.** The Total Contract Price is **Three Hundred Sixty Thousand Nine Hundred Forty-Two Dollars and Eighty-Eight Cents (\$360,942.88)**. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.
- III. **TIME.** Unless otherwise stated in the Invitation for Bid, all physical construction activities shall be completed **Ninety (90) calendar days** from the first working day following the Notice to Proceed. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.
- IV. **LIQUIDATED DAMAGES.** Under 1-08.9 of the current WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*, the City is entitled to liquidated damages for each and every calendar day said work remains uncompleted after expiration of the specified time. However, rather than using the Liquidated Damages Formula, the Contractor agrees to pay the City \$500.00 per day for each and every calendar day said work remains uncompleted. All other terms of WSDOT 1-08.9 remain unchanged.
- V. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor 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 this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

- VI. **INSURANCE.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

IN WITNESS WHEREOF the Contractor has executed this instrument on the day and year first below written and the Authorized Official has caused this instrument to be executed by and in the name of the City the day and year first above written.

LARRY BROWN CONSTRUCTION, INC.

CITY OF ANACORTES

Signature

MAYOR

Printed

Date

Title

Date

2017 M AVENUE WATERLINE REPLACEMENT PROJECT
BID PROPOSAL
17-001-WTR-002
PAGE 1 OF 13

TO: City of Anacortes
City Hall
904 Sixth Street
Anacortes, WA 98221

Attention: Matt Reynolds, P.E. — Asst. City Public Works Director

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Anacortes; and that the proposal is made without any connection or collusion with any person making another proposal of this contract. Moreover, the Bidder declares by signing the signature page of this Proposal that the following statement is true and correct:

My firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The bidder declares that he/she has carefully examined the contract documents for the construction of the project; that he/she has personally inspected the site; that he/she has satisfied him or herself as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder declares that he/she has exercised his/her own judgment regarding the interpretation of subsurface information and has utilized all data, which he/she believes pertinent from the Engineer, Owner and other sources in arriving at his/her conclusions.

The bidder agrees that if this proposal is accepted, he/she will, within ten calendar days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bonds and all Certificates of Insurance required therein and will, to the extent of his/her proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Engineer or other Project Manager designated thereunder.

The bidder further agrees, if awarded the contract, to begin work the working day following the date of the Notice to Proceed and to (a) achieve **Physical Completion within Ninety (90) calendar days**, and (b) achieve **Contract Completion within One Hundred Twenty (120) calendar days** after the date of the Notice to Proceed.

In the event the bidder is awarded the contract and shall fail to complete the work within the time limit agreed upon as more particularly set forth in the contract documents, liquidated damages shall be paid to the owner per the specifications contained in the contract documents.

The bidder proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the contract documents and based upon the unit price, it being expressly understood that the unit price is independent of the exact quantities involved. Bidder agrees that the unit prices shown represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents. The undersigned bids for complete construction of the following described project:

NOTICE TO BIDDERS:

15

IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

**2017 M AVENUE WATERLINE REPLACEMENT PROJECT
BID PROPOSAL
17-001-WTR-002
PAGE 2 OF 13**

The work provided for this project will include all materials, equipment, labor and related items necessary to install approximately 1015 LF of 8" ductile iron water main, 1000 LF of 10" ductile iron water main, make tie-ins to the existing water system, install new and reconnect to existing fire hydrants, renew/reconnect existing water services, excavating and installing asphalt, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

**SCHEDULE A
2017 M AVENUE WATERLINE REPLACEMENT PROJECT
17-001-WTR-002**

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1	LS	MINOR CHANGES 1-04.4(1)	\$15,000.00 Allowance	\$15,000.00
2	1	LS	MOBILIZATION 1-07.16(1)	At \$ <u>28,000.-</u> Per Lump Sum	\$ <u>28,000.-</u>
3	1	LS	TEMPORARY EROSION/ WATER POLLUTION CONTROL 8-01.5	At \$ <u>1330.-</u> Per Lump Sum	\$ <u>1330.-</u>
4	1	LS	SPCC PLAN 1-07.15(1)	At \$ <u>235.-</u> Per Lump Sum	\$ <u>235.-</u>
5	50	CY	CONTROLLED DENSITY BACKFILL 2-09.5	At \$ <u>90.-</u> Per Cubic Yard	\$ <u>4500.-</u>
6	25	TN	ASPHALT PATCHING MATERIAL (COLD MIX)	At \$ <u>125.-</u> Per Ton	\$ <u>3125.-</u>
SUBTOTAL					\$ <u>52,190.-</u>

NOTICE TO BIDDERS:

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IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

2017 M AVENUE WATERLINE REPLACEMENT PROJECT

BID PROPOSAL

17-001-WTR-002

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SCHEDULE B

2017 M AVENUE WATERLINE REPLACEMENT PROJECT

M AVENUE - 10TH TO 12TH STREET

17-001-WTR-002

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
7	1	LS	PROJECT TEMPORARY TRAFFIC CONTROL 1-10.5	At \$ <u>2285</u> Per Lump Sum	\$ <u>2285</u>
8	1600	LF	SAWCUTTING ASPHALT 2-02.5	At \$ <u>1</u> Per Linear Foot	\$ <u>1600</u>
9	3500	SF	ROADWAY EXCAVATION W/HAUL 2-03.5	At \$ <u>0.65</u> Per Square Foot	\$ <u>2275</u>
10	20	LF	DUCTILE IRON PIPE CL 50 6 IN. DIAM. 7-09.5	At \$ <u>60</u> Per Linear Foot	\$ <u>1200</u>
11	90	LF	DUCTILE IRON PIPE CL 50 8 IN. DIAM. 7-09.5	At \$ <u>48.75</u> Per Linear Foot	\$ <u>4387.50</u>
12	550	LF	DUCTILE IRON PIPE CL 50 10 IN. DIAM. 7-09.5	At \$ <u>50.45</u> Per Linear Foot	\$ <u>27,857.50</u>
13	60	LF	DUCTILE IRON PIPE CL 50 12 IN. DIAM. 7-09.5	At \$ <u>50</u> Per Linear Foot	\$ <u>3000</u>
14	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 3	At \$ <u>2805</u> Per Lump Sum	\$ <u>2805</u>
15	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 5	At \$ <u>8255</u> Per Lump Sum	\$ <u>8255</u>

NOTICE TO BIDDERS:

17

IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO
WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

2017 WATERLINE REPLACEMENT PROJECT
 BID PROPOSAL
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SCHEDULE B
 2017 M AVENUE WATERLINE REPLACEMENT PROJECT
 M AVENUE - 10TH TO 12TH STREET
 17-001-WTR-002
 (Continued)

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
16	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 6	At \$ <u>2870⁻</u> Per Lump Sum	\$ <u>2870⁻</u>
17	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 7	At \$ <u>2720⁻</u> Per Lump Sum	\$ <u>2720⁻</u>
18	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 8	At \$ <u>5785⁰⁰</u> Per Lump Sum	\$ <u>5785⁰⁰</u>
19	1	LS	RECONNECT WATER SERVICE WATER NOTE NO. 9	At \$ <u>840⁻</u> Per Lump Sum	\$ <u>840⁻</u>
20	65	TN	3-INCH HMA CL. 1/2 INCH PG 64-22 (WATER TRENCH PATCHING) 5-04.5	At \$ <u>179⁵⁰</u> Per Ton	\$ <u>11,641.50</u>
21	4	EA	TYPE 3 STOP LINE LOOP	At \$ <u>855⁻</u> Per Each	\$ <u>3420⁻</u>
22	1	LS	CUSTOMER NOTIFICATION	At \$ <u>157⁻</u> Per Lump Sum	\$ <u>157⁻</u>
SUBTOTAL					\$ <u>52,790⁻</u>

81,099.50

NOTICE TO BIDDERS:

18

IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO
WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

2017 M AVENUE WATERLINE REPLACEMENT PROJECT

BID PROPOSAL

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SCHEDULE C

2017 M AVENUE WATERLINE REPLACEMENT PROJECT

14TH STREET & M AVENUE

17-001-WTR-002

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
23	1	LS	PROJECT TEMPORARY TRAFFIC CONTROL 1-10.5	At \$ 1635 ⁻ Per Lump Sum	\$ 1635 ⁻
24	300	LF	SAWCUTTING ASPHALT 2-02.5	At \$ 1 ⁻ Per Linear Foot	\$ 300 ⁻
25	600	SF	ROADWAY EXCAVATION W/HAIL 2-03.5	At \$ 0.60 ⁻ Per Square Foot	\$ 360 ⁻
26	90	LF	DUCTILE IRON PIPE CL 50 8 IN. DIAM. 7-08.5	At \$ 48.00 ⁻ Per Linear Foot	\$ 4320 ⁻
27	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 14	At \$ 3200 ⁻ Per Lump Sum	\$ 3200 ⁻
28	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 15	At \$ 4195 ⁻ Per Lump Sum	\$ 4195 ⁻
29	.55	TN	HMA CL 1/2 INCH PG 64-22 5-04.5 (3-INCH WATER TRENCH PATCHING)	At \$ 145 ⁻ Per Ton	\$ 79.75 ⁻
30	1	LS	CUSTOMER NOTIFICATION	At \$ 157 ⁻ Per Lump Sum	\$ 157 ⁻
SUBTOTAL					\$ 22,214 ⁻

NOTICE TO BIDDERS:

19

IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO
WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

2017 M AVENUE WATERLINE REPLACEMENT PROJECT
 BID PROPOSAL
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SCHEDULE D
 2017 M AVENUE WATERLINE REPLACEMENT PROJECT
 20TH STREET - "L" TO "M" AVENUE
 17-001-WTR-002

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
31	1	LS	PROJECT TEMPORARY TRAFFIC CONTROL 1-10.5	At \$ 2285 ⁻ Per Lump Sum	\$ 2285 ⁻
32	1100	LF	SAWCUTTING ASPHALT 2-02.5	At \$ 175 ⁻ Per Linear Foot	\$ 1925 ⁻
33	1	EA	MONUMENT CASE AND COVER 8-13.5	At \$ 395 ⁻ Per Each	\$ 395 ⁻
34	2500	SF	ROADWAY EXCAVATION W/HAUL 2-03.5	At \$ 065 ⁻ Per Square Foot	\$ 1625 ⁻
35	15	LF	DUCTILE IRON PIPE CL 50 8 IN. DIAM. 7-09.5	At \$ 7375 ⁻ Per Linear Foot	\$ 1106.25 ⁻
36	470	LF	DUCTILE IRON PIPE CL 50 10 IN. DIAM. 7-09.5	At \$ 55 ⁻ Per Linear Foot	\$ 25.850 ⁻
37	20	LF	DUCTILE IRON PIPE CL 50 12 IN. DIAM. 7-09.5	At \$ 90 ⁻ Per Linear Foot	\$ 1800 ⁻
38	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 17	At \$ 2445 ⁻ Per Lump Sum	\$ 2445 ⁻
39	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 18	At \$ 6230 ⁻ Per Lump Sum	\$ 6230 ⁻

NOTICE TO BIDDERS:

20

IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO
WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

2017 M AVENUE WATERLINE REPLACEMENT PROJECT
 BID PROPOSAL
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SCHEDULE D
 2017 M AVENUE WATERLINE REPLACEMENT PROJECT
 20TH STREET - "L" TO "M" AVENUE
 17-001-WTR-002
 (Continued)

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
40	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 20	At \$ <u>7915</u> Per Lump Sum	\$ <u>7915</u>
41	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 21	At \$ <u>7230</u> Per Lump Sum	\$ <u>7230</u>
42	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 22	At \$ <u>2965</u> Per Lump Sum	\$ <u>2965</u>
43	3	EA	RECONNECT COPPER LONG SIDE WATER SERVICES WATER NOTE NO. 23	At \$ <u>785</u> Per Each	\$ <u>2355</u>
44	6	EA	REPLACE WATER SERVICES WATER NOTE NO. 24	At \$ <u>970</u> Per Each	\$ <u>5820</u>
45	55	TN	HMA CL 1/2 INCH PG 64-22 5-04.5 (3-INCH WATER TRENCH PATCHING)	At \$ <u>179.12</u> Per Ton	\$ <u>9850.⁰⁰</u>
46	1	LS	ROADWAY SURVEYING 1-05.4(3)	At \$ <u>1890</u> Per Lump Sum	\$ <u>1890</u>
47	1	LS	CUSTOMER NOTIFICATION	At \$ <u>157</u> Per Lump Sum	\$ <u>157</u>
SUBTOTAL					\$ <u>81,843.75</u>

NOTICE TO BIDDERS:

21

IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO
WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

2017 M AVENUE WATERLINE REPLACEMENT PROJECT

BID PROPOSAL

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SCHEDULE E

2017 M AVENUE WATERLINE REPLACEMENT PROJECT

M AVENUE - 32ND TO 36TH STREET

17-001-WTR-002

48	1	LS	PROJECT TEMPORARY TRAFFIC CONTROL 1-10.5	At \$ <u>2285</u> ⁻ Per Lump Sum	\$ <u>2285</u> ⁻
49	2100	LF	SAWCUTTING ASPHALT 2-02.5	At \$ <u>1</u> ⁻ Per Linear Foot	\$ <u>2100</u> ⁻
50	4700	SF	ROADWAY EXCAVATION W/HAUL 2-03.5	At \$ <u>0.60</u> ⁻ Per Square Foot	\$ <u>2820</u> ⁻
51	50	LF	DUCTILE IRON PIPE CL 50 8 IN. DIAM. 7-09.5	At \$ <u>50</u> ⁻ Per Linear Foot	\$ <u>2900</u> ⁻
52	850	LF	DUCTILE IRON PIPE CL 50 8 IN. DIAM. 7-09.5	At \$ <u>44.15</u> ⁻ Per Linear Foot	\$ <u>37,527.50</u> ²²
53	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 29	At \$ <u>2650</u> ⁻ Per Lump Sum	\$ <u>2650</u> ⁻
54	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 30	At \$ <u>5940</u> ⁻ Per Lump Sum	\$ <u>5940</u> ⁻
55	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 31	At \$ <u>2785</u> ⁻ Per Lump Sum	\$ <u>2785</u> ⁻
56	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 32	At \$ <u>2760</u> ⁻ Per Lump Sum	\$ <u>2760</u> ⁻
57	1	EA	FIRE HYDRANT ASSEMBLY WATER NOTE NO. 33	At \$ <u>5100</u> ⁻ Per Each	\$ <u>5100</u> ⁻

NOTICE TO BIDDERS:

22

IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO
WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

2017 M AVENUE WATERLINE REPLACEMENT PROJECT

BID PROPOSAL

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SCHEDULE E

2017 M AVENUE WATERLINE REPLACEMENT PROJECT

M AVENUE -- 32ND TO 35TH STREET

17-001-WTR-002

(Continued)

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
58	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 34	At \$ <u>3800-</u> Per Lump Sum	\$ <u>3800-</u>
59	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 35	At \$ <u>3900-</u> Per Lump Sum	\$ <u>3900-</u>
60	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 36	At \$ <u>3350-</u> Per Lump Sum	\$ <u>3350-</u>
61	1	EA	REPLACE WATER SERVICES WATER NOTE NO. 37	At \$ <u>1025-</u> Per Each	\$ <u>1025-</u>
62	2	EA	RECONNECT WATER SERVICES WATER NOTE NO. 38	At \$ <u>810-</u> Per Each	\$ <u>1620-</u>
63	100	TN	HMA CL 1/2 INCH PG 64-22 5-04.5 (3-INCH WATER TRENCH PATCHING)	At \$ <u>150-</u> Per Ton	\$ <u>15,000-</u>
64	1	LS	CUSTOMER NOTIFICATION	At \$ <u>157-</u> Per Lump Sum	\$ <u>157-</u>
SUBTOTAL					\$ <u>95,319⁵⁰</u>

NOTICE TO BIDDERS:

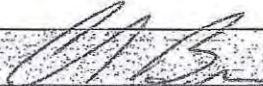
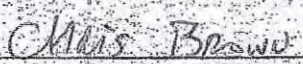
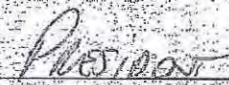
23

IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO
WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

2017 M AVENUE WATERLINE REPLACEMENT PROJECT
 BID PROPOSAL
 17-001-WTR-002
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BID TOTALS FOR ALL SCHEDULES

SCHEDULE	DESCRIPTION	ITEM NO.	TOTALS	TOTAL BID AMOUNT
A	SCHEDULE A	1-6	\$ 52,190.-	52,190.-
B	M AVENUE - 10 TH TO 12 TH STREET WATERLINE AND SERVICES	7-22	\$ 81,099.-	81,099.-
C	14 TH STREET & M AVENUE WATERLINE AND SERVICES	23-30	\$ 22,214.-	22,214.-
D	20 TH STREET - "L" TO "M" AVENUE WATERLINE AND SERVICES	31-47	\$ 81,843.75	81,843.75
E	M AVENUE - 32 ND TO 35 TH STREET WATERLINE AND SERVICES	48-64	\$ 95,319.50	95,319.50
			SUBTOTAL	\$ 332,666.25
			SALES TAX (8.5%)	\$ 28,276.63
			TOTAL BID	\$ 360,942.88

	
Signature of Authorized Representative	Date
	
Print Name of Signatory	Title

*Note Rule WAC 458-20-170 applies. Sales tax is separately priced and added to the base bid price.

Proposal must be signed by an authorized representative of the firm submitting this bid.

NOTICE TO BIDDERS:

24

IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

2017 M AVENUE WATERLINE REPLACEMENT PROJECT
 BID PROPOSAL
 17-001-WTR-002
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ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

I have received and examined the following addenda as part of the contract documents.

No.	<u>ONE</u>	Date	<u>11/12/17</u>	Initial	<u>CB</u>
No.	_____	Date	_____	Initial	_____
No.	_____	Date	_____	Initial	_____

NOTICE TO BIDDERS:

25

IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO
WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

2017 M AVENUE WATERLINE REPLACEMENT PROJECT
BID PROPOSAL
17-001-WTR-002
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NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States, that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

LARRY BROWN CONSTRUCTION, INC.

Name of Bidder: P.O. BOX 29960
Mailing Address: BELLINGHAM, WA 98228
Contact Name: CHRIS BROWN
City, State, Zip: B
Business Telephone: 360.966.7206 Cell Phone: 360.815.2673
Email Address: CHUBLO@MSN.COM
Contractor's State License No: LARRY BLO 996P
UBI Number: 601286 937
DUNS Number: 186769592

NOTICE TO BIDDERS:

26

IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

2017 M AVENUE WATERLINE REPLACEMENT PROJECT
 BID PROPOSAL
 17-001-WTR-002
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By signing this proposal, the bidder agrees to all requirements contained in the contract documents.

(Corporate Seal)

Name of Bidder

Title

11/17/17
 Date

[Signature]
 Signature of Bidder

President

Chris Brown
 Print Name and Title of Signatory

President



NOTICE TO BIDDERS:

27

IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO
WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.



City Council Agenda Bill

Meeting Date: 2/6/2017

Agenda Item: 6f

Subject: Resolution Designating Kruger, Inc. as Sole Source

Staff Contact: Fred Buckenmeyer

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

Action Type	
	Ordinance No.
	Code Revision?
X	Resolution No. 1981
	Contract
	Public Hearing
	Staff Report

Summary Statement: To seek approval of a Resolution authorizing Kruger, Inc. as a sole-source provider for water treatment plant Actiflo microsand and authorizing the Public Works Director to carry out this authorization.

Background: The City of Anacortes Water Treatment Plant uses the Actiflo process which is a compact process for high rate clarification, developed and patented by Veolia Water Technologies (VWT), the parent company; Kruger Inc. is a subsidiary of VWT.

The Actiflo process requires microsand that meets NSF/ANSI Standard 61 for Drinking Water System Components, as well as AWWA Standard B100-01 in addition to specific effective size, uniformity, and silica content in order for the water treatment process to perform. Kruger Inc., is the source of supply for Actiflo microsand that meets the process requirements

Previous Council/Committee Action: The Council has not taken previous action in this matter.

Competing Viewpoints Considered: N/A - Resolution

Recommended Motion: I move that the enclosed Resolution 1981 be approved authorizing single source designation for Actiflo microsand and authorizing the Public Works Director to carry out this authorization.

Alternative Actions: N/A

Attachments (listed in order presented): Resolution to Designate Kruger, Inc. as a sole source for Actiflo microsand.

RESOLUTION 1981

A RESOLUTION of the City of Anacortes, Washington, relating to public works; authorizing a single source designation for Actiflo System microsand, and authorizing the Public Works Director to carry out this authorization.

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

Section 1. Recitals and Findings

- 1.1 As part of the Water Treatment Plant Improvement Project that was completed in 2013, the City of Anacortes Water Treatment Plant uses the Actiflo process which is a compact process for high rate clarification, developed and patented by Veolia Water Technologies, DBA Kruger Inc.
- 1.2 The Actiflo process requires microsand that meets NSF/ANSI Standard 61 for Drinking Water System Components, as well as AWWA Standard B100-01 in addition to specific effective size, uniformity, and silica content in order for the water treatment process to perform.
- 1.3 RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions.
- 1.4 Kruger Inc., is the source of supply for Actiflo microsand that meets the process requirements. It's the Water Treatment Plant's experience through past year competition procurement process that it's been deducted that Kruger, Inc is the only supplier in Northwest Washington.

Section 2. Designation of Single Source Purchase. Based on the findings above, it is appropriate for the City to waive the competitive bidding requirements as to providing Actiflo microsand.

Section 3. Authority of Public Works Director. The City's Public Works Director is authorized to ratify Kruger, Inc. as a single source supplier, and take actions as otherwise necessary to carry out the intent and direction of this Resolution.

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

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

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 6th day of February, 2017.

Laurie Gere, Mayor

ATTEST:

Steve D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, City Attorney



City Council Agenda Bill

Meeting Date: 2/6/2017

Agenda Item: 6g

Subject: Approving the housing agreement between the City and the Washington Park Caretaker

Staff Contact: Gary Robinson

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
X	Darcy Swetnam, City Attorney
X	Gary Robinson, Parks Director
	Emily Schuh,

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

Summary Statement: The residence at Washington Park has in the past served as a caretaker residence. The Park has been without a caretaker for some time. After an extensive search Chris Schmaus is being proposed as the new Caretaker. He has passed a variety of interviews and background checks, performed by Parks and Admin staff. Park Manager Vaux is prepared to work with Mr. Schmaus, and effectively manage this contract.

Background: In 2011, the City of Anacortes entered into its first Washington Park caretaker housing agreement after many years of having a City Staff person live in the residence. Park Manager Vaux was not required to live in the residence, so the caretaker program was developed and implemented. The park caretaker has been a great asset to park staff, and has also enhanced the park visitor experience. The Park Manager maintains regular contact with the caretaker, as well as regular inspections of the residence. This contract is a housing agreement, not an employment contract or rental agreement. No money exchanges hands. The caretaker essentially works at the park for approximately forty-two hours per month in exchange for the opportunity to live in the residence.

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

Proposed Contract	
Contractor	Chris Schmaus
Amount	n/a
Start Date	Feb 7, 2017
End Date	Requires 30 days notice

Previous Council/Committee Action: This agreement was not previously brought before Council.

Competing Viewpoints Considered: Park staff explored a variety of options for other uses of the residence including operating it as a “bed and breakfast”, converting it to a nightly rustic cabin rental with limited amenities, using it as an office/shop area, etc. but none of those options made more sense than using it as a caretakers residence.

Recommended Motion: I move to approve the Washington Park Caretaker Housing Agreement contract.

Alternative Actions: n/a

Attachments (listed in order presented): The Housing Agreement



WASHINGTON PARK HOUSING AGREEMENT

THIS AGREEMENT effective the ____ day of February, 2017 by and between THE CITY OF ANACORTES (the "City") and CHRISTOPHER SCHMAUS ("Contractor"),

WHEREAS, the City owns a residence property located in Washington Park; and

WHEREAS, the City desires the services of a caretaker for the Washington Park property; and

WHEREAS, to perform the role of caretaker, the caretaker must reside in the residence property; and

WHEREAS, consideration for this agreement lies in the mutual benefits to be derived between the parties for performance of their mutual obligations specified herein; and,

WHEREAS, the Residential Landlord-Tenant Act, RCW 59.18 does not apply to this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD:

A. Residency Agreement

1. This agreement regards the house ("House") and adjacent yard area ("Premises") (collectively the "Residence") located in Washington Park at 6405 Sunset Avenue, Anacortes, WA 98221.

2. Contractor accepts the responsibilities of caretaker at Washington Park. While functioning as caretaker, Contractor is required to reside at the Residence. Contractor's responsibilities as caretaker are unique to the caretaker position, and this document is not considered in any way an employment agreement.

3. The fair market rental value of the Residence is \$1050 per month which will be the Contractor's sole form of compensation for performance of his duties hereunder.

B. Responsibilities With Respect to Maintaining the Residence

1. The parties will complete a "walk through" inspection of the Residence before occupancy, and the condition of the Residence will be noted on a rental checklist. Thereafter, the House will be inspected annually by the City on the second Tuesday of January, and will be subject to additional periodic inspections as deemed necessary by the City; provided that, unless required by an emergency, any such inspections shall occur at a reasonable hour and with twenty-four (24) hours notice to Contractor.

2. Contractor shall not paint, construct, demolish, remove or otherwise alter any part of the House or Premises without prior written permission of the City.

3. Contractor will perform necessary routine maintenance tasks, including general cleaning of the House and Premises. Rubbish, garbage, or litter shall not be allowed to accumulate in the House or on the Premises.

C. Rules Applicable to the Residence

1. The House and Premises shall be maintained in an orderly condition. Only the House and cars shall be visible from the roadway. Recreational vehicles, other temporary residences, boats, trailers or equipment may not be stored on the Premises without approval by the City's Parks Director (the "Director"). Tools or other yard equipment shall be stored so as not to be visible from the roadway when not in use.

2. Contractor may keep no more than two (2) motor vehicles at the Residence, in addition to the Washington Park maintenance vehicle #157, without the prior written approval of the City. This restriction does not pertain to invited visitors' vehicles. Vehicle 157 shall be parked at the Residence in a location agreed to by the Park Manager ("Manager") and Contractor.

3. Contractor may not create fire or other hazards in the House or on the Premises. Wood burning furnaces or airtight fire places are not allowed in the House. Smoking is not permitted in the House.

4. No encroachment, cutting of trees, dumping or clearing of vegetation is permitted on the Premises without consent of the Director.

5. Pets will be permitted in the House only with prior written permission from the City.

6. Alcoholic beverages may be consumed only in the House by legal aged adults.

WASHINGTON PARK HOUSING AGREEMENT

Christopher Schmaus

Page 3

7. Contractor will use the Residence solely for his and his immediate family's occupancy. No other person may legally occupy the Residence without prior written approval by the City. Under no circumstances may Contractor sublet or otherwise assign his right to occupancy of the Residence under this Agreement.

D. Responsibility for Repairs

1. Except for repairs necessary due to damage caused by Contractor, for which he will be solely responsible, the City is responsible for all major repairs to the Residence, including all major exterior and interior repairs of the House and its operating systems.

2. In the event of damage to the Residence, including the appliances and operating systems of the House, caused by Contractor or persons under his control, Contractor will repair at his expense any such damage within thirty (30) days of either the damage or of receipt of written notice from the City requiring such repairs or within a shorter time if necessary because of an emergency.

E. Provision of Services and Utilities

The City will provide and pay for garbage, water, and sewer service for the Residence. Contractor will be responsible for electrical and propane gas utility services to the Residence. Additional utilities, including but not limited to, cable, satellite and internet shall also be the responsibility of Contractor.

F. Liability and Indemnification

1. Contractor is responsible for obtaining and maintaining any insurance covering his personal property or liability. The City does not guarantee the security or safety of Contractor's person, family or possessions.

2. Contractor shall defend and hold the City harmless for all claims and damages arising out of his negligent use of the premises.

G. Responsibilities as Caretaker

1. Contractor will be generally available to perform the following duties at Washington Park as follows:

- a. Respond to maintenance emergencies and contact the appropriate staff to resolve the issue;
- b. Respond to medical emergencies and contact the appropriate agency to resolve the issue;
- c. Enforce park policies as appropriate;

WASHINGTON PARK HOUSING AGREEMENT

Christopher Schmaus

Page 4

- d. Assist park users requesting information and help. At times park users may come to the house at all hours and Contractor is expected to respond appropriately;
- e. Perform routine park maintenance tasks;
- f. Ensure that the park is opened, closed and locked up and restrooms cleaned during the year as scheduled by the Manager. This will include weekdays, weekends and evenings;
- g. Provide basic care of premises, including but not limited to, lawn and tree maintenance, driveway repair and maintenance, exterior residence care and maintenance;
- h. Occasionally use park vehicle to assist with carrying out responsibilities.

H. Status/Indemnity

Contractor is an independent contractor and shall independently provide the means and methods of performing his duties hereunder. Contractor shall indemnify and hold harmless the City from any claim by a third party for personal injury, death or property damage based on his acts or omissions. Contractor waives any claim against the City based on injury to himself.

I. Revisions

This agreement will be reviewed in each year in January of each year with changes to be effective in March.

J. Termination

This agreement may be terminated for convenience by either party upon sixty (60) days written notice or immediately if either party is in breach of the agreement.



Christopher Schmaus

DATE: 1-30-17

Laurie Gere, Mayor

DATE: _____

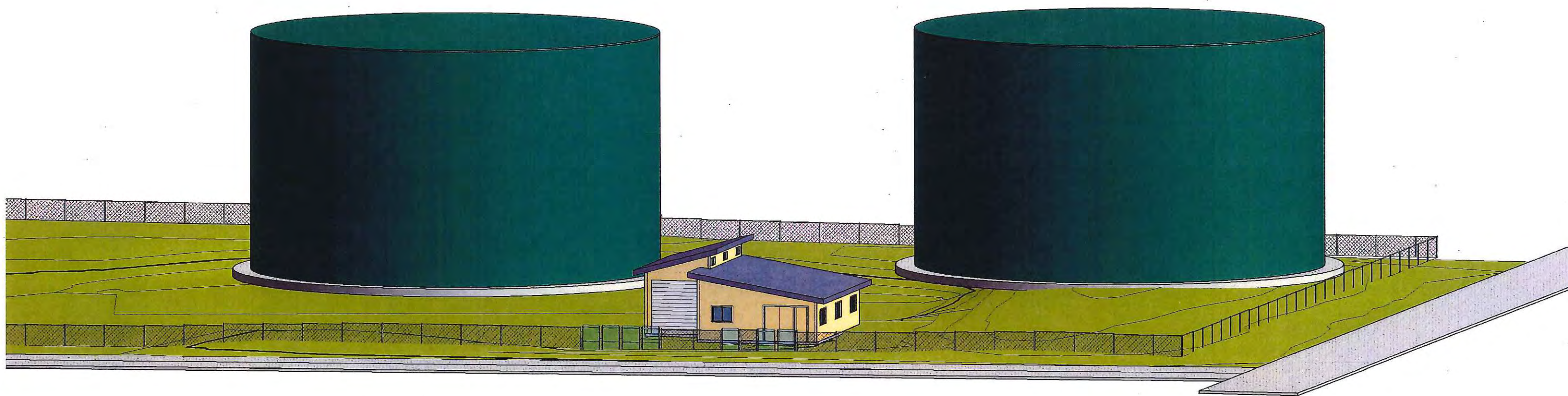
WASHINGTON PARK HOUSING AGREEMENT

Christopher Schmaus

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Approved as to Form:

Darcy Swetnam, WSBA #40530
City Attorney



I'm Carol O'Hearn of 11039 Post Dr.

I want to reiterate my comments on the geotech design report Exhibit #08 submitted by Shannon and Wilson Inc., for the Blue Heron Circle Reservoir Project. It is a good analysis of the soil—Keystone loamy sand-- in the Whistle Lake/Haddon Road area.

I want to add information from Exhibit #01, quote, "The Keystone series consists of very deep, somewhat, excessively drained soils." Unquote. This characterizes the soils to the east of the tanks.

I appreciate the fact that the report does not attempt to gloss over potential geological hazards.

The report brought up important points among them:

- Page 11- 6.9 quote,"Unanticipated soil conditions are commonly encountered and cannot be fully determined by merely taking soil samples or test pits. Such unexpected conditions may require the Contractor to make adjustments in his procedure to attain a properly constructed project. Some contingency fund is recommended to accommodate extra costs related to unexpected subsurface conditions." Unquote.
- Page 10-6.8 Quote, "Earthwork would most easily be accomplished during the normally drier months of June through mid-October. It is our opinion that earthwork performed during the wet weather months will prove more costly. The condition of exposed very dense and hard sand and silt will deteriorate rapidly when exposed to moisture and construction activity. This could lead to deeper footing excavations than anticipated." Unquote.

The city's CUP request increases tank height to 50 feet for seismic upgrades, for example, to allow sloshing of the water in the tanks during an earthquake.

- Page 6-6.3 The geotech report sites these seismic conditions, saying, quote, "the project is located in a moderately active seismic region. While the region has historically experienced moderate to large earthquakes...geologic evidence suggests that larger earthquakes have

occurred in the prehistoric past and will occur in the future (e.g., magnitude 8.5 to 9.0 Cascadia Subduction Zone Interplate events, magnitude 7.5 Seattle Fault events)." Unquote.

In an article Jan. 29, 2017 in the Seattle Times, Bob Hamlin, a retired emergency manager for Jefferson County, speaks of the Cascadia fault saying he believes, quote, "the state isn't taking the danger of the Cascadia fault seriously enough." Unquote.

The Times defines the Cascadia Subduction Zone as a 700-mile-long offshore fault that has unleashed some of the world's most powerful earthquakes and tsunamis.

I'm glad to see a report that doesn't gloss over potential geological hazards that are inherent and a part of building in this part—this neighborhood—of Haddon Road and Anacortes.

This is not a time to casually dismiss critical slope areas or to ignore them and build at their edge.

Thank you

Carol O'Hearn

2-6-2017



City Council Agenda Bill

Meeting Date: 2/6/2017 **Agenda Item:** [Click here to enter text.](#)

Subject: Blue Heron Circle Water Tanks, CUP-2016-1002

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

Approved for Submittal to Council by	
X	Don Measamer, Planning Director
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney

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

Summary & Background: On January 11, 2017, the Planning Commission continued an open-record public hearing concerning the subject proposal. The City of Anacortes' Public Works Department has applied for a Conditional Use Permit, Variance request, & SEPA environmental review to permit the construction of two 1.5-million-gallon water tanks /reservoirs on the subject property. The existing 47-foot-tall 3-million-gallon water tank/reservoir located onsite will be removed. The replacement is necessary due to structural deficiencies of the existing reservoir. The project also includes new piping and associated equipment. The Variance request is to increase the maximum permitted height of 35 feet to approximately 50 feet above grade for the two new reservoirs. The Planning Commission voted 6-0 to recommend approval to City Council.

Recommended Motion: I move that City Council make a motion to approve the subject Conditional Use Permit and Variance Request subject to staff's recommended conditions of approval.

Attachments (listed in order presented): [Click here to enter text.](#)

[Signed Planning Commission Recommendation](#)

[Exhibit #01, Master Permit Application, Narrative, CUP & Variance Criteria, Title Report, Deeds, and SEPA checklist](#)

[Exhibit #02, Assessor's Info & City GIS Map](#)

[Exhibit #03, NOA & NOH Using Optional SEPA DNS & Rescheduled NOH](#)

[Exhibit #04, Public Comments Received](#)

[Exhibit #05, Agency & Department Comments Received](#)

[Exhibit #06, Issued SEPA DNS](#)

Exhibit #07, Cultural Resource Review and Inadvertent Discovery Plan

Exhibit #08, Geotechnical Report

Exhibit #09, Environmental Review Technical Memorandum

Exhibit #10, Site Plan & Cross Sections



**PLANNING COMMISSION'S
FINDINGS OF FACT, CONCLUSIONS OF LAW,
& RECOMMENDATION:**

OPEN-RECORD PUBLIC

HEARING DATE:

Wednesday, January 04, 2017, @ 6:00 PM (no quorum)
Continued to Wednesday January 11, 2017

FILE NUMBER:

CUP-2016-1002

PROJECT TITLE:

Blue Heron Circle Water Tanks

PROJECT LOCATION:

The subject property is addressed as 301 Blue Heron Circle, Anacortes, Washington. The project site is located on the south side of Blue Heron Circle and east of Whistle Lake Road within a portion of Section 30; Township 35 North; Range 02 East; Willamette Meridian.

LANDOWNER:

City of Anacortes
P.O. Box 547
Anacortes, WA 98221

APPLICANT:

Matt Reynolds, PE, Assistant Director
Public Works Department
City of Anacortes
P.O. Box 547
Anacortes, WA 98221

**STAFF REPORT
PREPARED BY:**

Kevin Cricchio, AICP
Associate Planner
City of Anacortes
904 6th Street
Anacortes, WA 98221

SUBJECT PROPOSAL:

The City of Anacortes' Public Works Department has applied for a Conditional Use Permit, Variance request, & SEPA environmental review to permit the construction of two 1.5-million-gallon water

tanks /reservoirs on the subject property. The existing 47-foot-tall 3-million-gallon water tank/reservoir located onsite will be removed. The replacement is necessary due to structural deficiencies of the existing reservoir. The project also includes new piping and associated equipment. The Variance request is to increase the maximum permitted height of 35 feet to approximately 50 feet above grade for the two new reservoirs.

SUBJECT PARCELS: P33173 & P33044

CUT & FILL

PROPOSED: Approximately 2,500 cubic yards of excavation and 500 cubic yards of fill are proposed.

EXISTING LAND USE: A three-million-gallon water tank /reservoir currently sits on the subject property. The project involves the demolition of this reservoir and construction of two new 1.5-million-gallon water tanks /reservoirs onsite.

CURRENT ZONING & COMP.

PLAN DESIGNATION: Public Use Zoning District

SURROUNDING ZONING & LAND USES:

Direction:	Zoning:	Present Land-Use:
North:	Public Use (P)	Vacant & Treed Property
South:	Residential 1 (R1) Zoning District	Single-family residences
East:	Residential 2 (R2) Zoning District	Condominiums / Multi-family
West:	Residential 1 (R1) Zoning District	Single-family residences

SITE ACREAGE: 1.6 ± acres in area.

FINDINGS OF FACT:

I. GENERAL BACKGROUND:

1. On August 9, 2016, a pre-application conference (DRG Meeting) was conducted with the applicant concerning the subject proposal.
2. At 7:00 PM on October 18, 2016, a neighborhood meeting was conducted at the City's Senior Center. Notice of the neighborhood meeting was posted onsite in two different locations. Neighboring landowner's located within 300 feet of the subject property were also mailed notice of the neighborhood meeting.
3. The project site is located in the City of Anacortes' Public Use (P) Zoning District.

4. Within the Public Use (P) Zoning District, "Public Utility Facilities" including water reservoirs are permitted via an approved Conditional Use Permit per AMC § 17.26.040(C).
5. Accordingly, the applicant has applied for a Conditional Use Permit (CUP) to permit two water tanks/reservoirs in the Public Use Zoning District.
6. The applicant has also applied for a Variance request to exceed the maximum permitted height of thirty-five feet above grade in the Public Use Zone. The height at the center of the new reservoirs will be increased from approximately 47 feet to approximately 50 feet for the new water tanks /reservoirs.
7. Variance requests are typically heard before the Board of Adjustment. However, in this case the applicant has submitted both a Variance request and Conditional Use Permit. Conditional Use Permit go before both the Planning Commission for a recommendation followed by City Council for a decision of approval or denial. The subject applications however are being reviewed and processed via an integrated and consolidated permit review process per AMC 17.04.070(E).
8. On September 30, 2016, the City of Anacortes' Planning, Community, & Economic Development Department received the subject applications from the applicant.
9. The subject application was reviewed and deemed incomplete on October 07, 2016.
10. Shortly thereafter, revisions were submitted to PCED for review. PCED completed its review of the revisions submitted and deemed the subject application complete on November 16, 2016.
11. Since the subject application(s) was deemed complete on November 16, 2016, it is subject to Ordinance 2794 in effect at that time.
12. A fourteen (14) day comment period for both the Conditional Use Permit, Variance request, and SEPA environmental review is required per city code. Due to Health Department requirements however, the applicant requested that a thirty (30) day comment period be used for the subject applications. The 30-day comment period ended at 5:00 PM on December 16, 2016, but comments were accepted up until the close of the of the open-record public hearing.
13. The source of the funding for the subject proposal is from the State of Washington Department of Health's Drinking Water State Revolving Fund construction loans. The project is anticipated to cost approximately \$4,974.755.
14. A closed-record public hearing before the City Council is scheduled for 6:00 PM on February 6, 2017, with a 4:00 PM site visit prior to the hearing.

II. NOTICE OF APPLICATION (NOA) & NOTICE OF HEARING (NOH):

1. Notice of Application and Hearing Using Optional SEPA DNS process was published in the Anacortes American Newspaper on November 16, 2016.

2. The subject property was posted by staff in two (2) different locations on November 14, 2016.
3. Neighboring landowners within 300 feet of the subject property were mailed notice of the subject proposal and hearing on November 15, 2016.
4. Agencies and departments of jurisdiction were solicited for comment on November 14, 2016.
5. Notice was posted at city hall, the library, and the local USPS office on November 14, 2016.
6. Due to a lack of a quorum at the Planning Commission's January 4, 2017, open-record public hearing the hearing was rescheduled for January 11, 2017. A "Rescheduled Notice of Hearing" was published in the Anacortes American Newspaper on January 11, 2017, and posted by staff in two (2) different locations on January 5, 2017. Neighboring landowners were mailed the rescheduled notice of hearing on January 6, 2017. The SEPA register was also emailed the rescheduled notice January 6, 2017. Lastly, the rescheduled notice of hearing was posted at city hall, the library, the local USPS office, and on the city's website on January 5, 2017.
7. Additionally, a "Notice of Continued Meeting Anacortes Planning Commission" was posted at both entrances of city hall and on the City's website on January 5, 2017.

III. STATE ENVIRONMENTAL POLICY ACT:

1. The subject proposal is not exempt from SEPA environmental review per WAC 197.11.800(2)(h) as the proposed impervious above ground tanks (i.e., water tanks /reservoirs) total capacity exceeds 10,000 gallons.
2. The Notice of Application and Hearing Using Optional SEPA DNS process was published in the Anacortes American Newspaper on November 16, 2016. The subject property was posted by staff in two (2) different locations on November 14, 2016. Neighboring landowners were mailed notice of the subject proposal and hearing on November 15, 2016. Agencies and departments of jurisdiction were solicited for comment on November 14, 2016. Notice was posted at city hall, the library, and the local USPS office on November 14, 2016.
3. The Notice of Application and Hearing Using Optional SEPA DNS and associated application material was emailed to the Department of Ecology for posting on to the SEPA Register on November 14, 2016.
4. Due to a lack of a quorum at the Planning Commission's open-record public hearing scheduled for December 28, 2016, the hearing was rescheduled for January 4, 2017. A "Rescheduled Notice of Hearing" was published in the Anacortes American Newspaper on December 21, 2016, and posted by staff in two (2) different locations on December 14, 2016. Neighboring landowners were mailed the rescheduled notice of hearing on December 14, 2016. Agencies and departments of jurisdiction were emailed the rescheduled notice of hearing on

December 14, 2016. Lastly, the rescheduled notice of hearing was posted at city hall, the library, and the local USPS office on December 14, 2016.

5. On December 14, 2016, the rescheduled notice of hearing was emailed to the Department of Ecology for posting on to the SEPA Register.
6. On December 21, 2016, a SEPA Determination of Non-Significance (DNS) was issued (**See Exhibit 06**).
7. On December 21, 2016, the issued DNS was emailed to the Department of Ecology for posting on to the SEPA register.

IV. CRITICAL AREA REVIEW:

WETLANDS:

No wetlands have been determined to be located either onsite or within 300 feet of the subject properties.

STREAMS:

According to the City's Geographic Information Systems, Happy Valley Stream is located on the west side of Whistle Lake Road. Whistle Lake Road physically separates the subject property from those properties located west of the roadway and the stream located therein. Happy Valley Stream is 100 plus feet away from the western edge of the subject property. Anacortes Municipal Code 17.70.540(7)(b), requires a fifty (50) foot buffer from each edge of Happy Valley Stream. Since the subject property is greater than 100 feet from Happy Valley Stream, this requirement has been met.

PRIORITY HABITAT & SPECIES:

According Washington State Department of Fish and Wildlife's website, no Priority Habitat or Species are located on the subject property. This is reiterated in the Environmental Review Technical Memorandum prepared by HDR dated September 30, 2016 (**See Exhibit 09**). Furthermore, both Washington State's Department of Fish & Wildlife and the United States Fish and Wildlife Service were solicited for comment concerning the subject proposal. No comments were received.

GEOTECHNICAL REPORT:

The project site is relatively flat with slopes less than five percent. Shannon & Wilson of Seattle, Washington prepared a Geotechnical Design Report (**See Exhibit 08**) dated October 25, 2016. A total of six (6) test pits and one (1) boring were excavated /drilled to characterize the subsurface conditions at the project site. The report concludes that the test pit and boring explorations indicate competent bearing soils on the project site for construction of the water tanks.

CULTURAL RESOURCE REPORT:

Drayton Archaeology of Bellingham, Washington, prepared a Cultural Resource Review (See Exhibit 07) dated August 16, 2016. According to the report, the project site does not appear to have the potential to affect any cultural resources and therefore no professional archaeological oversight appears warranted. An Inadvertent Discovery Plan (IDP) was prepared in the event that cultural resources are discovered onsite during construction activities (See Exhibit 07).

VI. PUBLIC COMMENT:

No public comment has been received to date regarding the subject proposal (See Exhibit 04).

VII. AGENCY & DEPARTMENT COMMENT:

Comments received from both agencies and departments of jurisdiction can be found in Exhibit 05.

VIII. ZONING ORDINANCE/CODE:

1. The City's Zoning Map establishes zoning district boundaries and the City Zoning Ordinance establishes (1) the permitted use of land in the various zones, and (2) development standards.
2. The subject property is located in the Public Use (P) Zoning District.
3. According to AMC 17.26.060, there is no minimum setback required. The subject proposal involves two subject parcels. The water tank/reservoir currently located onsite slated for demolition straddles the interior lot line. As conditioned below, a Boundary Line Adjustment shall be submitted to PCED for review and approval and recorded with Skagit County Auditor's Office or the new water tanks shall not be located on or over the property lines.
4. According to AMC 17.26.080, there is no maximum permitted land coverage.
5. There is no minimum percentage of landscaping required in the Public Use Zone per AMC 17.41.020(G).
6. According to AMC 17.41.040(B) in the Public Use Zone, there is no requirement to screen adjacent uses.
7. Although, the proposed development is not exempt from Concurrency review per AMC 17.05.050, the proposed demolition and construction of water tanks /reservoirs results in no additional impact on concurrency facilities or services as the existing 3-million-gallon water tank will be replaced with two 1.5-million-gallon water tanks which cumulatively hold 3 million gallons of potable water.

8. A Tree Preservation Plan is not required per AMC 16.50.050 as a subdivision is not proposed. Nonetheless, the applicant proposes to retain all trees onsite predominantly located on the eastern side of the subject property.
9. Within the Public Use (P) Zoning District, "Public Utility Facilities" are permitted via an approved Conditional Use Permit per AMC § 17.26.040(C). Accordingly, the applicant has applied for a Conditional Use Permit (CUP) to permit the construction of two water tanks/reservoirs on the subject property.
10. According to AMC § 17.26.040(C), Conditional Use Permits shall be granted by the city only if the applicant can demonstrate the following:

A) The conditional use is designed in a manner which is compatible with the character and appearance of the existing, or proposed, development in the vicinity of the subject property and is consistent with the purpose of the zone in which the subject property is located.

FINDING:

The existing water reservoir was constructed in approximately the 1970s and is painted green in color. The two proposed reservoirs will replace the existing reservoir located on the site. The first reservoir to be placed on the property will be located as far north as possible in order to avoid adverse impacts to the neighboring property located to the south. Once the first reservoir is placed onsite and is operational, the existing reservoir will be removed. Once removed from the site, the second reservoir will be placed on site utilizing the existing reservoirs foundation. The proposed color for the new water tanks/reservoirs is "grey" as it both blends well with its surroundings and reduces energy gains due to solar radiation.

B) The location, size and height of buildings, structures, walls and fences, and screening vegetation for the conditional use shall not hinder neighborhood circulation or discourage the permitted development or use of neighboring properties.

FINDING:

Neighborhood circulation or use will not be adversely impacted by the construction of two water tanks/reservoirs onsite. The present use of the site is a 3 million gallon water tank/reservoir that is slated for removal should the subject Conditional Use Permit and Variance be approved.

C) The conditional use is designed in a manner that is compatible with the physical characteristics of the subject property.

FINDING:

The physical characteristics of the site as well as the physical needs of the public potable water system dictate the design of the improvements associated with the location and construction of water tanks/reservoirs on the subject property.

Additionally, no tree removal of any kind is proposed. Since the project site is relatively flat, minimal grading is also proposed as part of this project.

D) Requested modifications to standards are limited to those which mitigate impacts in a manner equal to or greater than the standards of this title or will not be detrimental to the surrounding neighborhood.

FINDING:

The present use of the subject property is the same as that proposed –a water tank /reservoir that provide potable water to residents of the City of Anacortes.

A Variance however is also proposed to exceed the maximum permitted height of 35 feet above grade in the underlying Public Use Zoning District in order to provide adequate water system pressure and to comply with seismic standards. The height of the center of the existing water tank is approximately 47 feet above grade. The proposed height of the center of the two new water tanks would be approximately 50 feet above grade to the new tank for seismic code requirements.

E) The conditional use is not in conflict with the health and safety of the Community.

FINDING:

The construction of the two proposed water tanks/reservoirs will actually improve the health and safety of the community by safeguarding the City's potable water system.

F) The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood, and adequate pedestrian and vehicular connections to the arterials and adjacent areas as well as appropriate circulation within the project are provided consistent with city policies and standards for circulation patterns in the area.

FINDING:

Following construction and demolition activities associated with the project, vehicular traffic will return to what it is today. As conditioned below, completion of the project will improve neighborhood pedestrian circulation by the construction of a 6 foot wide paved path that will front the subject property and

traverse north to Blue Heron Road and beyond to the southerly boundary of 4019 Whistle Lake Road.

- G) The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts on such facilities.**

FINDING:

The subject proposal will be supported by adequate public facilities and will not change the current need for public facilities or services.

- H) The conditional use is in compliance with the comprehensive plan.**

FINDING:

The operation of a public water system including the provision of adequate storage of potable water as part of the City's water system is consistent with the Comprehensive Plan.

- I) The conditional use is designed in a manner which is compatible with the character and appearance of the existing, or proposed, development in the vicinity of the subject property and is consistent with the purpose of the zones in which the subject property is located.**

FINDING:

Public utility facilities including but not limited to water tanks/reservoirs are permitted in the underlying Public Use Zoning District via an approved Conditional Use Permit. Additionally, the proposed water tanks/ reservoirs will be compatible with the character and appearance of the existing 3-million-gallon water tank /reservoir that currently sits on the subject property slated for removal.

11. In addition to a CUP, the applicant has applied for a Variance to permit a height in excess of what is permitted in the underlying Public Use Zoning District. According to AMC § 17.26.090, the maximum permitted building height in the Public Use Zoning District is thirty-five (35) feet above original grade. The applicant however has requested a Variance to exceed this maximum height requirement. The existing water tank is approximately 47 feet as measured from the center of the respective water tank. The proposed water tanks however would measure approximately 50 feet as measured from the center of the water tanks (**See Exhibit 01**). The proposed increase the height is attributed to the need for seismic code upgrades. Variances shall be granted by the city only if the applicant can demonstrate the following:

- A) That special conditions and circumstances exist which are peculiar to the land, structures, or buildings involved and which are not applicable to other lands, structure, or buildings in the same district.**

FINDING:

Special circumstances do exist which include the elevation of the site together with the public water system pressure requirements resulting in the necessary water tank elevation to be approximately 40 feet above existing grade. Due to seismic code requirements, the outer edge of the new reservoirs need to be approximately 45 feet high to provide 5 feet of freeboard. Additionally, due to the domed top, the height of the tank at its center will be approximately 50 feet above grade.

- B) That literal interpretation of the provisions of this title would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this title.**

FINDING:

The City of Anacortes is the only public water system purveyor in the district. Therefore, no other property in the district has the need or obligation to construct a reservoir over 35 feet in height. The proposed height of the reservoir is dictated by water system pressure need and seismic code. A reservoir limited to 35 feet in height would not meet the needs of the public water system.

- C) That the special conditions and circumstances do not result from the actions of the applicant.**

FINDING:

The special conditions and circumstances do not result from the actions of the applicant but rather are dictated by the water system pressure needs and physical laws of nature.

- D) That granting the variance requested will not confer on the applicant any special privilege that is denied by this title to other lands, structures, or buildings in the same district.**

FINDING:

There are no other water districts that provide potable water to the residents of Anacortes besides the City of Anacortes. Since no other property in the district has the obligation to construct and maintain such a reservoir, the subject variance request does not confer to the City any special privilege denied to other lands.

12. The subject proposal is consistent with the above development regulations and the proposed land use is permitted in the underlying zoning districts.

IX. CONCLUSIONS OF LAW:

1. The public notice requirements of the Conditional-Use Permit, Variance request, and SEPA environmental review have been complied with.
2. The project is consistent with the general purposes of the City's Comprehensive Plan, the city's planning standards and specifications of the zoning ordinance, and other ordinances applicable to the proposal.
3. The Planning Commission bases its Findings of Fact, Conclusions of Law & Recommendation on the entire record, including all testimony and exhibits. Any finding which would be deemed a Conclusion of Law, and any Conclusion of Law which should be deemed a finding is hereby adopted as such.

X. STAFF RECOMMENDATION:

The Department of Planning, Community, and Economic Development recommends that the Planning Commission make a recommendation of approval to City Council regarding the subject Conditional Use Permit & Variance request subject to the staff suggested conditions of approval listed below.

XI. PLANNING COMMISSION RECOMMENDATION:

Based on the foregoing information and analysis, the environmental documents submitted by the applicant, and the City regulatory authority to implement the policies, standards, and the regulations of the Anacortes Municipal Code (AMC), the Planning Commission recommends approval to City Council concerning the subject Conditional Use Permit (CUP), & Variance request subject to staff's suggested conditions of approval listed below.

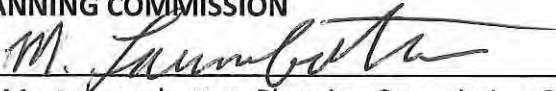
XII. CONDITIONS OF APPROVAL:

1. As conditioned below, a Boundary Line Adjustment shall be submitted to PCED for review and approval and recorded with Skagit County Auditor's Office or the new water tanks shall not be located on or over any property lines.
2. The applicant shall be responsible for reimbursement to the City for the cost of posting, mailing and publication of the public hearing for this proposal. Payment shall be made prior to building permit submittal or issuance.
3. A demolition permit shall be secured from both PCED and the Northwest Clean Air Agency prior to proposed demolition activities.
4. A Large Parcel Storm Water Plan and Water Quality Control Plan consistent with City requirements shall be submitted by the applicant for review and approval by the Planning\Building and Public Works Departments prior to any construction activities taking place on or off-site.

5. Storm water conveyance both on-site and off-site shall comply with City Storm drainage requirements.
6. Prior to any clearing\fill\grade work beginning, construction civil plans consistent with the City of Anacortes Engineering Development Standards, including but not limited to, Clearing and Grading Plan, Erosion Control Plan, Site utility\Infrastructure improvements Plan, Roadway Improvements Plan, Signage Plan, Street Lighting Plan and other plans and\or information required by the City Planning\Building and Public Works Departments shall be submitted for review and approval.
7. Security or construction fencing shall be installed at the project boundary's demarcating construction /clearing limits as required by the Planning and Public Works Departments.
8. All applicable permits shall be secured before any construction /grading activities begin onsite.
9. Best management practices (BMPs) shall be implemented during both demolition and construction activities.
10. The landowner /applicant shall obtain a National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharge as required by the State of Washington's Department of Ecology where required.
11. If any artifacts or human remains are found upon excavation, the Samish Indian Nation; the City of Anacortes' Department of Planning, Community, & Economic Development; the City of Anacortes' Police Department; and the State of Washington's Department of Archaeology and Historic Preservation (DAHP) shall be immediately notified and the work in the immediate area cease. Pursuant to RCW § 27.53.060 it is unlawful to destroy any historic or prehistoric archaeological resources. RCW 27.44 and § 27.53.060 require that a person obtain a permit from the Washington State Department of Archaeology and Historic Preservations before excavating, removing, or altering Native American human remains or archaeological resources in Washington.
12. At all times, a copy of the Inadvertent Discovery Plan (IDP) shall be kept onsite by the contractor.
13. Development shall comply with the Public Works Department requirements including but not limited to:
 - A) Prior to the completion of the project, the applicant shall construct a 6-foot-wide paved path across frontage of water tower property.
 - B) Prior to the completion of the project, the applicant shall construct a 6-foot-wide paved path approximately 660 lineal feet north from Blue Heron Circle to southerly boundary of 4019 Whistle Lake Rod and improve the crossing to the cemetery.

These Findings of Fact, Conclusions of Law, and Recommendation were adopted by the City of Anacortes' Planning Commission on January 11, 2017.

**CITY OF ANACORTES, WASHINGTON
PLANNING COMMISSION**

By 
Marty Laumbattus, Planning Commission Chair

APPEALS:

Appeals shall be filed in accordance with AMC § 17.10.060 & § 17.10.100

EXHIBITS:

EXHIBIT NUMBER:	NAME OF EXHIBIT:
Exhibit #01	Master Permit Application, Narrative, CUP & Variance Criteria, Title Report, Deeds, and SEPA checklist
Exhibit #02	Assessor's Info & City GIS Map
Exhibit #03	NOA & NOH Using Optional SEPA DNS & Rescheduled NOH
Exhibit #04	Public Comments Received
Exhibit #05	Agency & Department Comments Received
Exhibit #06	Issued SEPA DNS
Exhibit #07	Cultural Resource Review and Inadvertent Discovery Plan
Exhibit #08	Geotechnical Report
Exhibit #09	Environmental Review Technical Memorandum
Exhibit #10	Site Plan & Cross Sections

EXHIBIT #1:

**MASTER PERMIT APPLICATION, NARRATIVE,
CUP & VARIANCE CRITERIA, TITLE REPORT,
DEEDS, & SEPA CHECKLIST**

906 – 6th Street, P.O. Box 547, Anacortes, WA 98221-0547

1.

	Applicant	Contact Person (if different)
Name:	City of Anacortes	G. Matt Reynolds
Mailing Address:	P.O. Box 547	
City, State, Zip:	Anacortes WA 97221	
Phone#:	360-299-1951	
Fax#:	360-293-1938	
E-mail:	mattr@cityofanacortes.org	

2.

Applicant's Interest to Property (check one)
☒ Owner ☐ Contract Purchaser ☐ Lessee ☐ Other (specify) _____

3.

All Persons/Firms having an ownership interest in the property:
Name: _____ City of Anacortes Phone# 360-293-1920
Address: P.O. Box 547
Name: _____ Phone#
Address: _____
Name: _____ Phone#
Address: _____

4.

Property Address 301 Blue Heron Circle, Anacortes Washington
General location of property (including nearest intersection): SEC: 30 TWP: T35N RNG: 2E
At the southeast corner of the intersection of Whistle Lake Road and Blue Heron Circle in the
City of Anacortes
*By submittal of this application, the property owner/applicant grants permission for public officials at the City of Anacortes to enter the subject property, if necessary, for the purpose of site inspection.

5.

Attach legal description of property. (If recording of legal description is required, the format MUST comply with Recording Requirements.)

6.

List all Property Tax Account Numbers involved in this application (Attach separate pages if necessary):
P33044, P33173

7.

Approximate acreage: 1.59

8.

Present zoning: P (Public)

9.

Present use of property: Municipal potable water storage and pumping

10. Source of water supply and sewer supply: City of Anacortes

11. Permits requested from City:

- | | |
|--|---|
| ☐ Annexation | ☐ Rezone |
| ☐ Boundary Line Adjustment | ☐ Shoreline Exemption |
| ☐ Binding Site Plan | ☐ Shoreline Management Conditional Use Permit |
| ☒ Conditional Use Permit | ☐ Shoreline Management Substantial Development |
| ☐ Comprehensive Plan Amendment | ☐ Shoreline Variance |
| ☐ Planned Unit Development | ☐ Short Plat |
| ☐ Plat Modification | ☐ Special Use |
| ☐ Preliminary Plat | ☒ Variance |

☐ Other: _____

12. Explain your request and ALL proposed uses included in this proposal: This project will construct two new 1.5 million gallon potable water reservoirs to replace an existing 3 million gallon reservoir. Due to seismic code requirements, the height at the center of the new reservoirs will be increased from approximately 47 feet (existing) to approximately 50 feet (new). The overall use of the site for municipal potable water storage and pumping will not change.

PLEASE FILL IN ALL APPLICABLE SECTIONS

FOR REZONES:

13. Requested zoning: _____

14. Comprehensive Plan designation: _____

15. Has anyone applied for a rezone of this property within the last five years? _____
If yes, who? _____ Year? _____

FOR SUBDIVISIONS (PLATS):

16. Plat Name: _____ 17. Number of Lots: _____

FOR SHORT SUBDIVISIONS (SHORT PLATS):

18. Number of Lots: _____ 19. Duplex Lots Proposed: _____

FOR SHORELINE MANAGEMENT SUBSTANTIAL DEVELOPMENT OR CONDITIONAL USE:

20. Total cost or fair market value (whichever is higher) of project (please state total value of all construction finishing work for which the permit will be issued, including all permanent equipment to be installed on the premises): \$ \$5,000,000
21. Construction dates for which permit is requested (month & year): Begin: January/2017
End: April/2018
22. Does the project require a Shoreline/Floodplain location? If yes, please explain why: No
23. Water Body: _____ 24. Shoreline Environment Designation: _____

FOR VARIANCE (ZONING AND SHORELINE):

25. Code sections involved: AMC 17.26.100 Maximum Building Height
26. Description of variance requested: Height of new reservoirs will be approximately 50 feet at the center of the reservoir; 45 feet at the outer edge

A notarized affidavit is required to be completed by all persons having an ownership interest in the subject property and the applicant, if different from the property owner(s). If the signatory is not listed as the owner in the title report, or if the signatory is signing on behalf of an entity, documentation authorizing the signatory to sign the affidavit on behalf of the individual or entity shall provided.

STATE OF WASHINGTON)

Skagit County, WA.) ss

I (we) G. Matt Reynolds, Assistant Public Works Director for the City of Anacortes, being duly sworn, depose and say that I am (we are) the **OWNER(s)** of the property involved in this application, and that I (we) have familiarized myself (ourselves) with the rules and regulations with respect to preparing and filing this application and that the statements and information submitted herewith are in all respects true and correct to the best of my (out) knowledge and belief.

Signed: _____

Property Owner

Subscribed and sworn to before me this 22 day of Sept., 20 16

Mary Ellen Zell
Notary Public in and for the State of WA
residing at ANACORTES

STATE OF WASHINGTON)

Skagit County, WA.) ss

I (we) G. Matt Reynolds, Assistant Public Works Director for the City of Anacortes, being duly sworn, depose and say that I am (we are) the **APPLICANT(s)** for this application, and that I (we) have familiarized myself (ourselves) with the rules and regulations with respect to preparing and filing this application and that the statements and information submitted herewith are in all respects true and correct to the best of my (out) knowledge and belief.

Signed: _____

Applicant

Subscribed and sworn to before me this 22 day of Sept, 20 16

Mary Ellen Zell
Notary Public in and for the State of WA
residing at ANACORTES

Blue Heron Circle 3MG Reservoir Replacement Project

Project Narrative

The City of Anacortes owns and operates a steel potable water reservoir located on City property at 301 Blue Heron Circle, in Anacortes. The volume of the reservoir is 3 million gallons and its height is approximately 40 feet above the ground at its outer edge and 47 feet at its center (dome top). The operating height of water in the reservoir is approximately 40 feet, which is necessary to maintain system pressures.

Also on site but not a part of this project is a pump station that maintains system pressures in the upper pressure zones in the city.

The reservoir provides emergency storage, fire storage, and operational storage for Anacortes. Analysis has shown that 3 million gallons serves the needs of Anacortes for the foreseeable future. Anacortes is located essentially at the end of the water system's transmission lines that run from the City's water treatment plant (WTP) near Mt. Vernon, with several users between the WTP and Anacortes. The system could not be run for any extended period of time without the reservoir because the reservoir serves the function of absorbing fluctuations in flows. Not having that function would have a high probability of one of two possible unacceptable results: either the system would overflow into open drainage or pumps would be starved.

Routine inspection of the reservoir's interior revealed structural degradation needing attention. A subsequent evaluation not only identified specific necessary structural repairs and upgrades to the reservoir, but found issues with the reservoir coating that will require both the interior and exterior coating to be removed and replaced.

An engineering predesign effort has determined that the best approach is to first build a new 1.5 million gallon on site adjacent to the existing reservoir to serve the operational storage needs, then raze the existing reservoir and replace it with a second new 1.5 million gallon steel reservoir within the footprint of the razed reservoir.

While the system operating level in the new reservoir will remain approximately 40, current seismic code requires a freeboard between the top of the water and the reservoir top of approximately 5 feet. This is necessary to provide room for 'sloshing' in an earthquake. This requires that the new reservoirs be approximately 45 feet tall at the outer edge and approximately 50 at the center of the reservoir, due to its domed top.

Regarding the Conditional Use Permit: Responses to specific conditions are as follows:

- a. The two new steel reservoirs will replace an existing steel reservoir on the site, therefore, the appearance and purpose of the proposed use is consistent with the existing use on the site.
- b. The proposed improvements are consistent with the existing use and as such, will not change neighborhood circulation or neighboring property development potential.

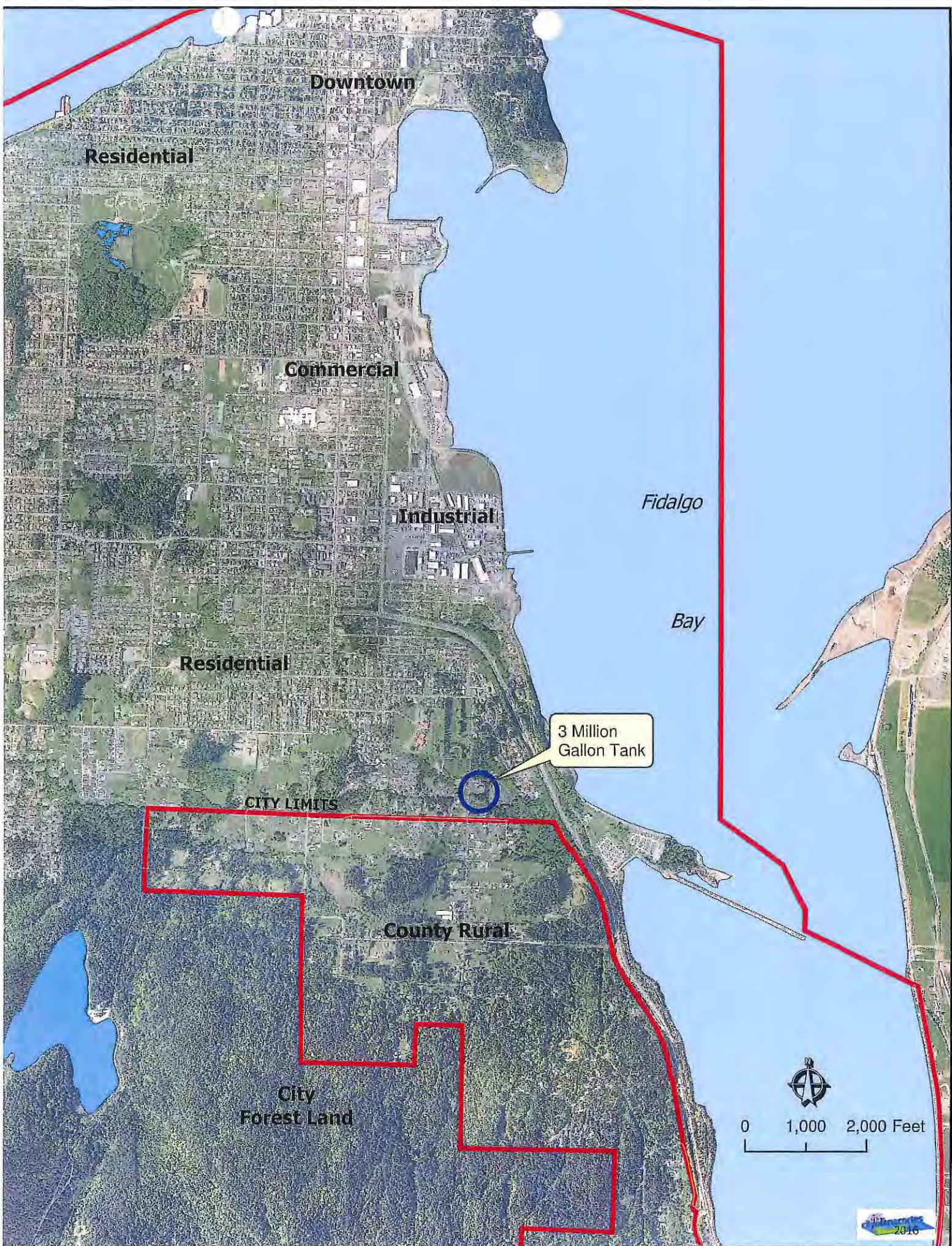
- c. The physical characteristics of the site as well as the physical needs of the public potable water system dictate the design of the improvements. That is, the size of the reservoirs is governed by the volume of water necessary for adequate fire, emergency, and operational storage; by the fact that one reservoir must be in operation before the existing reservoir can be taking off line and razed; and by what will fit on the property. The height of the reservoirs is dictated by the water elevation necessary to maintain the required system pressure, the elevation of the site, and seismic code.
- d. The existing use of the site, for potable water storage and pumping, will not change.
- e. The reservoirs will not conflict with the health and safety of the community. Rather, as a necessary component of the City's potable water system, they will help safeguard the health and safety of the community.
- f. Other than traffic during construction, the project will not change traffic in the neighborhood. The use of the site will not change. The number and location of vehicular access to the site will not change. And the number of trips to and from the site will not change as a result of the project.
- g. The project will not change the current need for public facilities or services, which are adequate.
- h. Adequate storage of potable at this site as part of the City's water system is consistent with the comprehensive plan.

Regarding the need for a variance: The special circumstances that exist are the elevation of the site, together with the public water system pressure requirements, result in the necessary water elevation in the tank to be approximately 40 feet above the existing ground elevation. Because of seismic code requirements, the outer edge of the new reservoirs need to be approximately 45 feet high to provide 5 feet of freeboard. And due to the domed top, the height of the tank at its center will be approximately 50 feet. The project is not materially detrimental to the public welfare. Rather, it is beneficial to the public welfare by helping provide adequate potable water system fire, emergency, and operational storage as well as adequate water system pressure.

Regarding the tree preservation plan: As shown on the attached site plan, there are several mature fir trees located on the eastern edge and the northeast and southeast corners of the property. No activity is anticipated near any of those trees and, therefore, no damage is expected. As shown on the site plan, anticipated yard piping work will occur on the western side of the property and the new Reservoir #1 will be constructed in the southwest corner of the property. Both activities are well away from the existing trees on site. The new Reservoir #2 will be constructed within the footprint of the existing reservoir, and may, in fact, be constructed on the existing foundation. Again, no damage to the existing trees on site is expected.

As shown on the site plan, there are also trees located on neighboring property along the fence line at the northwest corner of the neighboring parcel P33172 (the southwest corner of the project site). The plan is to stay as far away from those trees as possible while fitting the new reservoir into the site. The new reservoir will have a 25-foot setback from the southern property line, and so, 25-feet will be the closest the project will come to the main trunk of neighboring trees.

Regarding the landscape plan: Other than mature fir trees located on the eastern edge and southeast and northeast corners of the project site which will remain, existing landscaping on site consists of mowed lawn. This openness provides a benefit in terms of security as there are few locations to "hide" on site. Being in full public view reduces the possibility of unwanted clandestine activities by those who may have bad intent. Therefore, the intention is to restore disturbed areas on site with mowed lawn. The reservoirs will likely be surrounded by an approximately 10-foot wide graveled surface for access.



Downtown

Residential

Commercial

Industrial

Fidalgo

Bay

Residential

CITY LIMITS

3 Million
Gallon Tank

County Rural

City
Forest Land



0 1,000 2,000 Feet

30-35-2 64.6



WARRANTY DEED

857918

8164

The Grantor, JOAN ELAINE GRANVILLE, of 4315 Whistle Lake Road, Anacortes, Skagit County, Washington, owning the property herein after described as her separate property, for and in consideration of the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) in hand paid, receipt of which is hereby acknowledged, hereby conveys and warrants unto the CITY OF ANACORTES, a municipal corporation, in Skagit County, Washington, the following described real estate, situated in the County of Skagit, State of Washington, to-wit:

That portion of Government Lot 6, Section 30, Township 35 North, Range 2, East, W.M., described as follows:

Beginning at a point 15 feet East and 255 feet North of the Southwest corner of said Government Lot 6; thence East 315 feet; thence North 355 feet more or less, to the Southeast corner of that certain tract conveyed to William D. Stitt, etux, by deed recorded September 22, 1976, as Auditor's File No. 843086, and the TRUE POINT OF BEGINNING; thence West 165 feet more or less, to the East line of a tract of land conveyed to the City of Anacortes by deed recorded November 15, 1928 as Auditor's File No. 218072; thence South along said East line, west and said East line extended, 220 feet; thence ~~East~~ ^{North} 165 feet to a point South of the Point of Beginning; thence ~~North~~ ^{South} to the Point of Beginning;

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

Dated this 26th day of May, 1977.

Joan E. Granville (SEAL)

STATE OF WASHINGTON)
:SS
COUNTY OF SKAGIT)

On this day personally appeared before me JOAN ELAINE GRANVILLE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the purposes and purposes therein mentioned.



Under my hand and official seal this 26th day of May,

W.D. Stitt

Notary Public in and for the State of Washington, residing at Anacortes

Received for recording at June 7 1977 16109
at request of Skagit Co. title
Linda Harty, Auditor Skagit Co., Washington

set

Official Records

857918

VOL 269 PAGE 205

Blue Heron Circle 3MG Reservoir Replacement Project

Project Narrative



The City of Anacortes owns and operates a steel potable water reservoir located on City property at 301 Blue Heron Circle, in Anacortes. The volume of the reservoir is 3 million gallons and its height is approximately 40 feet above the ground at its outer edge and 47 feet at its center (dome top). The operating height of water in the reservoir is approximately 40 feet, which is necessary to maintain system pressures.

Also on site but not a part of this project is a pump station that maintains system pressures in the upper pressure zones in the city.

The reservoir provides emergency storage, fire storage, and operational storage for Anacortes. Analysis has shown that 3 million gallons serves the needs of Anacortes for the foreseeable future. Anacortes is located essentially at the end of the water system's transmission lines that run from the City's water treatment plant (WTP) near Mt. Vernon, with several users between the WTP and Anacortes. The system could not be run for any extended period of time without the reservoir because the reservoir serves the function of absorbing fluctuations in flows. Not having that function would have a high probability of one of two possible unacceptable results: either the system would overflow into open drainage or pumps would be starved.

Routine inspection of the reservoir's interior revealed structural degradation needing attention. A subsequent evaluation not only identified specific necessary structural repairs and upgrades to the reservoir, but found issues with the reservoir coating that will require both the interior and exterior coating to be removed and replaced.

An engineering predesign effort has determined that the best approach is to first build a new 1.5 million gallon on site adjacent to the existing reservoir to serve the operational storage needs, then raze the existing reservoir and replace it with a second new 1.5 million gallon steel reservoir within the footprint of the razed reservoir.

While the system operating level in the new reservoir will remain approximately 40 feet, current seismic code requires a freeboard between the top of the water and the reservoir top of approximately 5 feet. This is necessary to provide room for 'sloshing' in an earthquake. This requires that the new reservoirs be approximately 45 feet tall at the outer edge and approximately 50 at the center of the reservoir, due its domed top.

A neighborhood meeting was held on October 18, 2016 to inform neighbors of the project and to obtain feedback on the proposal so that potential impacts and concerns could be identified early on in the process. Two concerns were expressed:

- Concern: Are you going to remove trees?
Answer: No trees are planned to be removed.

- Concern: What color will the new tanks be? The preference of the person who asked was green.
Answer: The final color selection has not yet been made but will likely be a light (overcast sky) gray. The green that exists now is relatively dark, resulting in increased heat absorption causing an undesirable warming of the water. A light gray reduces that problem.

Regarding the Conditional Use Permit: Responses to specific conditions are as follows:

- Condition: The conditional use is designed in a manner which is compatible with the character and appearance of the existing, or proposed, development in the vicinity of the subject property and is consistent with the purpose of the zone in which the subject property is located.
Response: The two new steel reservoirs will replace an existing steel reservoir on the site, therefore, the appearance and purpose of the proposed use is consistent with the existing use on the site. The position of the first new reservoir has been pushed as far as possible to the north to avoid tree roots on the neighboring property to the south. The closest the reservoir will be to those existing trees, which provide screening between the site and adjacent residential use, is approximately 25 feet. The second new reservoir will utilize the existing reservoir foundation.
- Condition: The location, size and height of buildings, structures, walls and fences, and screening vegetation for the conditional use shall not hinder neighborhood circulation or discourage the permitted development or use of neighboring properties.
Response: The proposed improvements are consistent with the existing use and as such, will not change neighborhood circulation or neighboring property development potential.
- Condition: The conditional use is designed in a manner that is compatible with the physical characteristics of the subject property.
Response: The physical characteristics of the site as well as the physical needs of the public potable water system dictate the design of the improvements. That is, the size of the reservoirs is governed by the volume of water necessary for adequate fire, emergency, and operational storage; by the fact that one reservoir must be in operation before the existing reservoir can be taking off line and razed; and by what will fit on the property. The height of the reservoirs is dictated by the water elevation necessary to maintain the required system pressure, the elevation of the site, and seismic code. The site is relatively flat which will reduce the need for significant grading.
- Condition: Requested modifications to standards are limited to those which will mitigate impacts in a manner equal to or greater than the standards of this title or will not be detrimental to the surrounding neighborhood.
Response: The existing use of the site, for potable water storage and pumping, will not change. A variance to the maximum height requirement is required and described below. The additional height is needed to provide adequate water system pressure and to comply with seismic standards which are intended to protect neighboring properties.

- e. Condition: The conditional use is not in conflict with the health and safety of the community.
Response: The reservoirs will not conflict with the health and safety of the community. Rather, as a necessary component of the City's potable water system, they will help safeguard the health and safety of the community.
- f. Condition: The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood, and adequate pedestrian and vehicular connections to the arterials and adjacent areas as well as appropriate circulation within the project are provided consistent with city policies and standards for circulation pattern in the area.
Response: Other than traffic during construction, the project will not change traffic in the neighborhood. The use of the site will not change. The number and location of vehicular access to the site will not change. And the number of trips to and from the site will not change as a result of the project.
- g. Condition: The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts on such facilities.
Response: The project will not change the current need for public facilities or services, which are adequate.
- h. Condition: The conditional use is in compliance with the comprehensive plan.
Response: The operation of a public water system, including the provision of adequate storage of potable water at this site as part of the City's water system, is consistent with the comprehensive plan.

Regarding the need for a variance: Responses to Variance criteria are as follows:

A variance from the terms of this title shall not be granted by the board of adjustment unless and until a written application for a variance is submitted demonstrating all of the following:

- a) Criteria: That the special conditions and circumstances exist which are peculiar to the land, structures, or buildings involved and which are not applicable to other lands, structure or buildings in the same district.
Response: The special circumstances that exist are the elevation of the site, together with the public water system pressure requirements, result in the necessary water elevation in the tank to be approximately 40 feet above the existing ground elevation. Because of seismic code requirements, the outer edge of the new reservoirs need to be approximately 45 feet high to provide 5 feet of freeboard. And due to the domed top, the height of the tank at its center will be approximately 50 feet. A reservoir at this height is beneficial to the public welfare by helping provide adequate potable water system fire, emergency, and operational storage as well as adequate water system pressure.
- b) Criteria: That literal interpretation of the provisions of this title would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this title.
Response: The City of Anacortes is the only public water system purveyor in the district, and so, no other property in the district has the need or obligation to construct a reservoir over 35 feet in height. The height of the reservoir is dictated by water system pressure needs

and seismic code. A reservoir limited to 35-foot in height would not meet the needs of the public water system.

- c) Criteria: That the special conditions and circumstances do not result from the actions of the applicant.

Response: The height requirement of the reservoir is not a result the actions of the City but are dictated by water system pressure needs and physical laws of nature.

- d) Criteria: That granting the variance requested will not confer on the applicant any special privilege that is denied by this title to other lands, structures, or buildings in the same district.

Response: The City of Anacortes is the only public water system purveyor in the district, and so, no other property in the district has the need or obligation to construct a reservoir over 35 feet in height. Since no other property in the district has the obligation to own and maintain such a reservoir, this variance does not confer to the City any special privilege that is denied to other lands.

Regarding the tree preservation plan: As shown on the attached site plan, there are several mature fir trees located on the eastern edge and the northeast and southeast corners of the property. No activity is anticipated near any of those trees and, therefore, no damage is expected. As shown on the site plan, anticipated yard piping work will occur on the western side of the property and the new Reservoir #1 will be constructed in the southwest corner of the property. Both activities are well away from the existing trees on site. The new Reservoir #2 will be constructed within the footprint of the existing reservoir, and may, in fact, be constructed on the existing foundation. Again, no damage to the existing trees on site is expected.

As shown on the site plan, there are also trees located on neighboring property along the fence line at the northwest corner of the neighboring parcel P33172 (the southwest corner of the project site). The plan is to stay as far away from those trees as possible while fitting the new reservoir into the site. The new reservoir will have a 25-foot setback from the southern property line, and so, 25-feet will be the closest the project will come to the main trunk of neighboring trees.

Regarding the landscape plan: Other than mature fir trees located on the eastern edge and southeast and northeast corners of the project site which will remain, existing landscaping on site consists of mowed lawn. This openness provides a benefit in terms of security as there are few locations to "hide" on site. Being in full public view reduces the possibility of unwanted clandestine activities by those who may have bad intent. Therefore, the intention is to restore disturbed areas on site with mowed lawn. The reservoirs will likely be surrounded by an approximately 10-foot wide graveled surface for access.

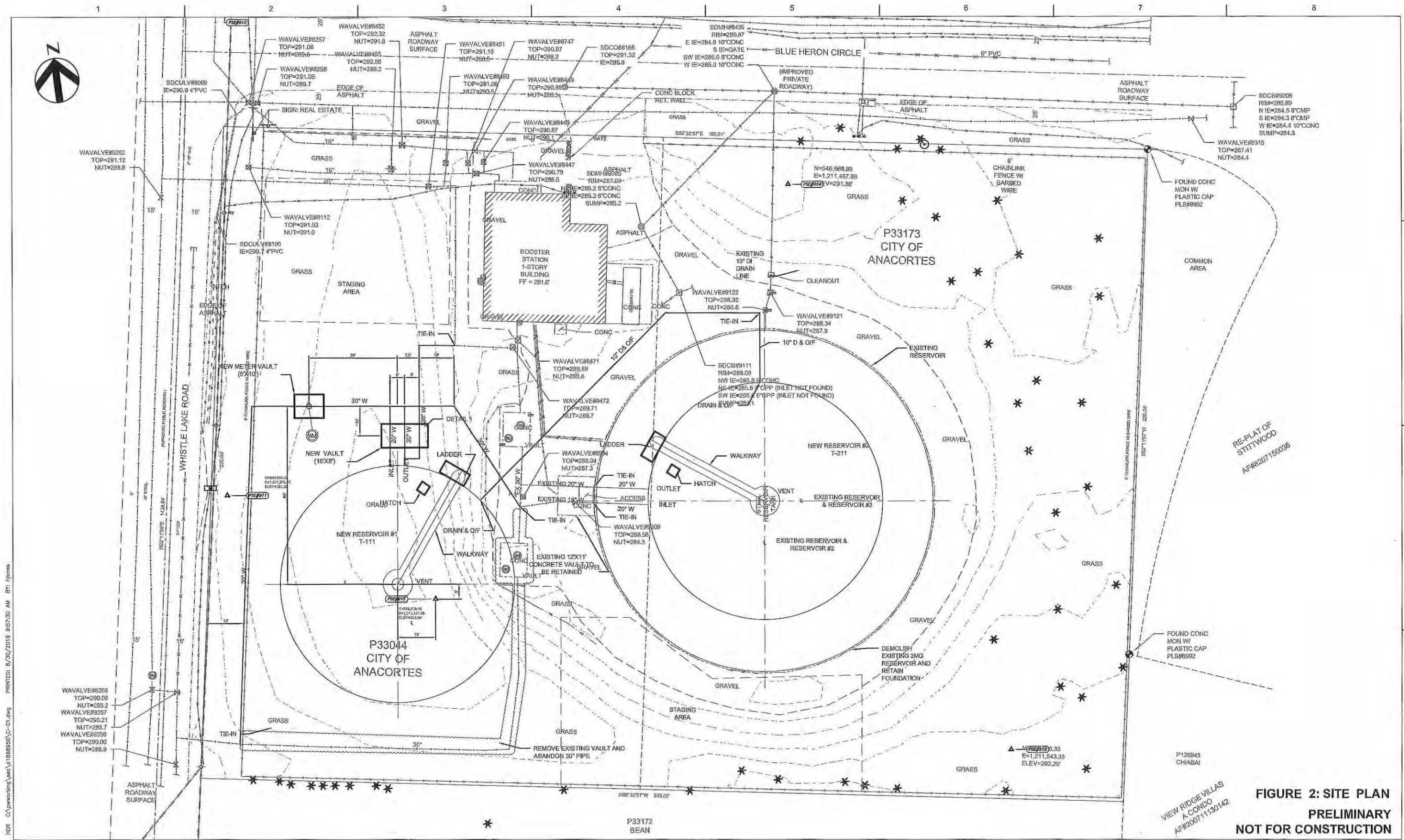


FIGURE 2: SITE PLAN
PRELIMINARY
NOT FOR CONSTRUCTION



PROJECT MANAGER:			DESIGNED BY:		
CHECKED BY:			CAD:		
PROJECT NUMBER:					
ISSUE	DATE	DESCRIPTION			

ANACORTES BLUE HERON CIRCLE RESERVOIR
PROPOSED LOCATIONS FOR NEW RESERVOIRS
AND ASSOCIATED WATER PIPE

SUBDIVISION GUARANTEE

SCHEDULE A

Liability: \$ 10,000.00

Policy No.: SGW08002275

Dated: November 3, 2016 at 8:00 A.M.

Order No.: 01-160157-O

Fee: \$300.00

Tax: \$25.50

Name of Assured:

CITY OF ANACORTES

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relative to the following described real property:

(See Schedule "A-1," attached.)

Title to said real property is vested in:

THE CITY OF ANACORTES, a municipal corporation

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. Municipal assessments and impact fees, if any, levied by the City of Anacortes.
5. Easements, restrictions, and other matters shown on Schedule "B-1" attached are also excepted from coverage. The easements, restrictions and other matters shown as lettered exceptions on Schedule "B-1" are excepted from policy coverage to the same extent that the numbered Schedule "B" Special Exceptions shown herein are excepted from policy coverage.

SUBDIVISION GUARANTEE

Order No.: 01-160157-O
Policy No. SGW08002275

SCHEDULE A

EXCEPTIONS CONTINUED:

NOTE #1: Liability for exempt taxes in the event of sale of the property to a taxpayer not entitled to an exempt status. Said taxes may become taxable from the date of execution of a conveyance to a taxable entity and subject to the lien of real property taxes for the balance of year 2016 from the date, and may be further liable for supplemental assessments for general taxes for prior years.

Tax Account Nos.:

350230-0-014-0005 (P33044) (\$7,027.28, without exemption)
350230-0-198-0201 (P33173) (\$757.70, without exemption)

NOTE #2: EFFECTIVE JANUARY 1, 1997, AND PURSUANT TO AMENDMENT OF WASHINGTON STATE STATUTES RELATING TO STANDARDIZATION OF RECORDED DOCUMENTS, THE FOLLOWING FORMAT AND CONTENT REQUIREMENTS MUST BE MET. FAILURE TO COMPLY MAY RESULT IN REJECTION OF THE DOCUMENTS BY THE RECORDER.

Margins to be 3" on top of first page and 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page. Font size of 8 points or larger, paper size of no more than 8 1/2" by 14". No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

INFORMATION WHICH MUST APPEAR ON THE FIRST PAGE

Title or titles of documents. If assignment or reconveyance, reference to auditor's file number of subject deed of trust must be included. Names of grantor(s) and grantee(s) with reference to additional names on following pages, if any.
Abbreviated legal description (lot, block, volume/page of plat or section/township/range and quarter section or government lot for unplatted).
Assessor's tax parcel number(s). Return address which may appear in the upper left hand 3" top margin.

Pursuant to item c.) above, the abbreviated legal description for the subject property is as follows:

Ptn Gov. Lot 6, 30-35-2 E W.M.

NOTE #3: According to records in the office of the Skagit County Treasurer, the address of the subject property is:

NHN Whistle Lake Road
Anacortes, WA 98221.

NOTE #4: Unless otherwise specified, this Company has assigned this file to the following Underwriter for the policy to issue: Old Republic National Title Insurance Company.

Schedule "A-1"

Order No.: 01-160157-O
Policy No.: SGW08002275

DESCRIPTION:

That portion of Government Lot 6, Section 30, Township 35 North, Range 2 East, W.M., described as follows:

Beginning at a point 15 feet East and 255 feet North of the Southwest corner of said Government Lot 6;
thence East 315 feet;
thence North 355 feet, more or less, to the Southeast corner of that certain tract conveyed to William D. Stitt, et ux, by deed recorded September 22, 1976, under Auditor's File No. 843086, and the true point of beginning;
thence West 165 feet, more or less, to the East line of a tract of land conveyed to the City of Anacortes by deed recorded November 15, 1928, under Auditor's File No. 218072;
thence South along said East line, and said East line extended, 220 feet;
thence East 165 feet to a point South of the point of beginning;
thence North to the point of beginning.

TOGETHER WITH the following Tract:

Beginning at a point 660 feet North of the South $\frac{1}{4}$ corner of Section 30 and 15 feet East of the center line of said Section 30, Township 35 North, Range 2 East, W.M.;
thence East 150 feet;
thence South 200 feet;
thence West 150 feet;
thence North 200 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

Schedule "B-1"

Order No.: 01-160157-O
Policy No.: SGW08002275

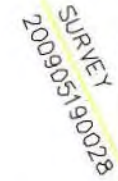
EXCEPTIONS:

A. MATTERS DISCLOSED BY RECORD OF SURVEY:

Recorded:	November 20, 2003
Auditor's File No.:	200311200096
(Affects a portion of subject property and other lands)	



Land Title & Escrow Company
Of Skagit County & Island County
"We deliver results...not just promises"



This map does NOT purport to show all highways, roads, or easements affecting the property.

SURVEY IN SEC. 30, TWP., 35 N., RNG., 2 E., W. M.

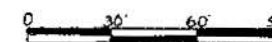
BOUNDARY LINE ADJUSTMENT, ANACORTES, WA.

NOTES:

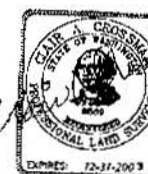
1. SET RE-BAR WITH YELLOW CAP # 9569.
2. FOUND RE-BAR WITH CAP # 8992.
3. BASIS OF BEARINGS: PLAT OF SITTTWOOD.
4. SURVEY METHOD: STANDARD FIELD TRAVERSE.
5. EQUIPMENT USED: 5" TOPCON GTS-303 TOTAL STATION.
6. ERROR OF CLOSURE MEETS WASHINGTON STATE STANDARDS.
7. SECTION SUBDIVISION: SEE PLAT OF SITTTWOOD DIV. # 2 FILED IN VOLUME 13 ON PAGE 71.
8. THIS SURVEY DOES NOT PURPORT TO SHOW ALL ENCUMBRANCES OR EASEMENTS OTHER THAN THOSE SHOWN ON THIS DRAWING.



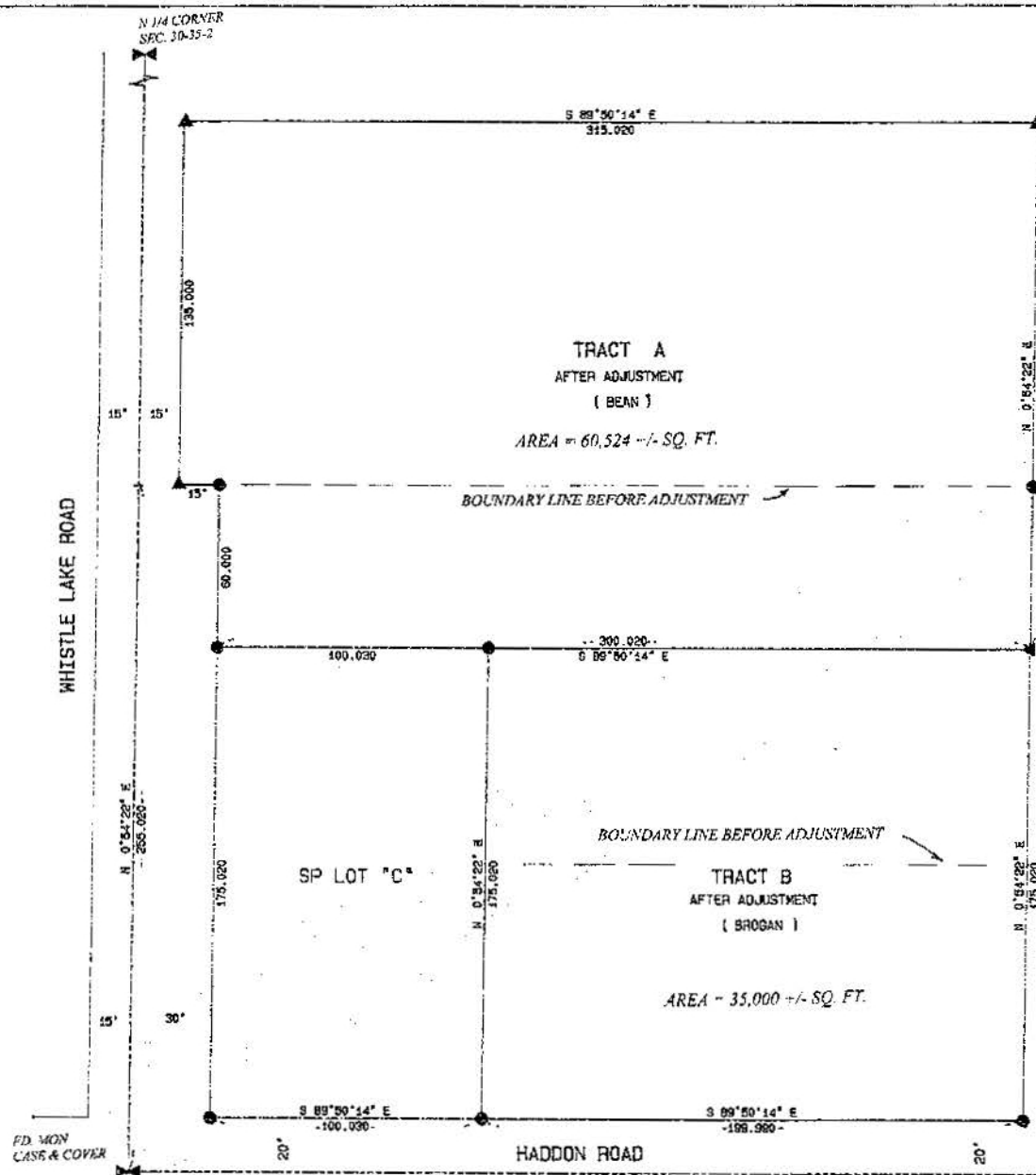
SCALE 1" = 30'



FOR LEGAL DESCRIPTIONS SEE SHEET # 2



9-02-03



RECORDER'S CERTIFICATE

Filed for record this 20th day of NOV 2002 at 10:19AM
In book of 018 at page 1 at the request of:

CLAIRE A. CROSSMAN

RECORDS OF SKAGIT CO. AUD.

N. Pannomett
Aud.

SURVEYORS CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of: BROGAN & BEAN
In AUG. 2003.

Claire A. Crossman

Certificate No: 9569

CROSSMAN & ASSOC.

LAND SURVEYORS

16146 MCLEAN RD. MT. VERNON, WA.

PHONE (360) 424-7359

B. L. A. SURVEY

FOR

BROGAN & BEAN

SCALE 1" = 30'	DATE 9-02-03	JOB NO. 2003-32
DRAWN BY JAH	CHECK BY CAC	SHEET OF 1 2

BOUNDARY LINE ADJUSTMENT
IN THE S. E. 1/4, OF SECTION 30, TWP. 35 N., RNG. 2 EAST, W. M.
ANACORTES, WASHINGTON

2003-1-200096

Skagit County Auditor

11/20/2003 Page 2 of 2 10:19AM

TRACT A

LEGAL DESCRIPTIONS AFTER BOUNDARY LINE ADJUSTMENT

That portion of Government Lot 6, Section 30, Township 35 North, Range 2 East, W. M., described as follows:

Beginning at a point 15 feet East and 255 feet North of the southwest corner of said Government Lot 6;
 Thence East 315 feet;
 Thence north 135 feet more or less to the South line of that certain tract conveyed to the City of Anacortes by deed recorded June 8, 1977, under auditor's file No. 857918, records of Skagit County, Washington;
 Thence West along said South line and said South line extended 315 feet;
 Thence south 135 feet to the point of beginning.

Together with the North 60 feet of Lot B of Short Plat No. An-83-003, approved August 16, 1983, and recorded in Volume 6 of Short Plats, page 80, records of Skagit County, Washington;

Being a portion of Government Lot 6, Section 30, Township 35 North, range 2 East, W. M.

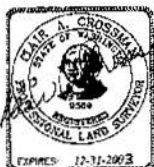
Situate in the County of Skagit, Washington

TRACT B

Lot A and the the South 80.01 feet of Lot B of Short Plat No. An-83-003, approved August 16, 1983, and recorded in Volume 6 of Short Plats page 80, records of Skagit County Washington.

Being a portion of Government Lot 6, section 30, Township 35 North, Range 2 East, W. M.

Situate in Skagit County, Washington.



9-02-03

TRACT A

LEGAL DESCRIPTIONS BEFORE BOUNDARY LINE ADJUSTMENT

That portion of Government Lot 6, Section 30, Township 35 North, Range 2 East, W. M., described as follows:

Beginning at a point 15 feet East and 255 feet North of the southwest corner of said Government Lot 6;
 Thence East 315 feet;
 Thence north 135 feet more or less to the South line of that certain tract conveyed to the City of Anacortes by deed recorded June 8, 1977, under auditor's file No. 857918, records of Skagit County, Washington;
 Thence West along said South line and said South line extended 315 feet;
 Thence south 135 feet to the point of beginning.
 Situate in the Skagit County, Washington

TRACT B

Lot A of Short Plat No. An-83-003, approved August 16, 1983, and recorded in Volume 6 of Short Plats page 80, records of Skagit County Washington.

Being a portion of Government Lot 6, section 30, Township 35 North, Range 2 East, W. M.

Situate in Skagit County, Washington

CONSENT

Know all persons by these presents, that we the undersigned, owners hereby certify that the boundary line adjustment is made as our free and voluntary act and deed.

Harold W. Bean Rebecca E. Bean
 Harold W. Bean Rebecca E. Bean

Jesse Brogan
 Jesse Brogan

Erwin Knapp Andrine Knapp
 Erwin Knapp Andrine Knapp

ACCEPTANCE

This boundary line adjustment is hereby examined and approved for acceptance this 19th day of November, 2003

Gary Barnette
 City Engineer

Sam L. Munce
 Subdivision Administrator

STATE OF WASHINGTON
COUNTY OF SKAGIT

On this 14 day of Nov. 2003, Before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared.

Harold W. Bean Rebecca E. Bean
 To me known to be the individual (s) described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the purposes therein mentioned. Witness my hand and seal hereto affixed the day and year written above.

Notary public residing at: Oak Harbor WA 98277



STATE OF WASHINGTON
COUNTY OF SKAGIT

On this 14 day of Nov. 2003, Before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared.

Jesse Brogan
 To me known to be the individual (s) described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the purposes therein mentioned. Witness my hand and seal hereto affixed the day and year written above.

Notary public residing at: Oak Harbor WA 98277



STATE OF WASHINGTON
COUNTY OF SKAGIT

On this 14 day of Nov. 2003, Before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared.

Erwin Knapp Andrine Knapp
 To me known to be the individual (s) described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the purposes therein mentioned. Witness my hand and seal hereto affixed the day and year written above.

Notary public residing at: Oak Harbor WA 98277



RECORDER'S CERTIFICATE

Filed for record this 20th day of Sept. 2003 at the request of:

CLAIR A. CROSMAN

RECORDS OF SKAGIT CO. AUD.

AUD.

REP. AUD.

SURVEYORS CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of: BEAN & BEAN
 In SEPT. 2003

Clair A. Crossman

Certificate No: 9569

CROSSMAN & ASSOC.

LAND SURVEYORS

16146 MCLEAN RD. MT. VERNON, WA.

PHONE (360) 424-7359

B. L. A. SURVEY
FOR
BROGAN & BEAN

SCALE: 1"=30'	DATE: 9-02-03	JOB NO: 2003-32
DRAWN BY: JAM	CHECK BY: GAC	SHEET: OF: 2 2



WARRANTY DEED

857918

8164

The Grantor, JOAN ELAINE GRANVILLE, of 4315 Whistle Lake Road, Anacortes, Skagit County, Washington, owning the property herein-after described as her separate property, for and in consideration of the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) in hand paid, receipt of which is hereby acknowledged, hereby conveys and warrants unto the CITY OF ANACORTES, a municipal corporation, in Skagit County, Washington, the following described real estate, situated in the County of Skagit, State of Washington, to-wit:

That portion of Government Lot 6, Section 30, Township 35 North, Range 2, East, W.M., described as follows:

Beginning at a point 15 feet East and 255 feet North of the Southwest corner of said Government Lot 6; thence East 315 feet; thence North 355 feet more or less, to the Southeast corner of that certain tract conveyed to William D. Stitt, et ux, by deed recorded September 22, 1976, as Auditor's File No. 843086, and the TRUE POINT OF BEGINNING; thence West 165 feet more or less, to the East line of a tract of land conveyed to the City of Anacortes by deed recorded November 15, 1928 as Auditor's File No. 218072; thence South along said East line, and said East line extended, 220 feet; thence East 165 feet to a point South of the Point of Beginning; thence North to the Point of Beginning;

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

Dated this 26th day of May, 1977.

Joan E. Granville (SEAL)

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

On this day personally appeared before me JOAN ELAINE GRANVILLE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the purposes and purposes therein mentioned.

Under my hand and official seal this 26th day of May,



W. H. Weller
Notary Public in and for the State of
Washington, residing at Anacortes

Received for record at Anacortes June 1, 1977
at request of Skagit Co. Title
Lynette Henry, Auditor Skagit Co. Washington

857918

VOL 269 PAGE 205



STATE OF WASHINGTON
DEPARTMENT OF HEALTH

OFFICE OF DRINKING WATER

PO Box 47822 • Olympia, Washington 98504-7822

Tel: (360) 236-3100 • Fax: (360) 236-2253 • TDD Relay Service: 1-800-833-6388

September 12, 2016

Matt Reynolds
City of Anacortes
904 6th Street
Anacortes, Washington 98221

Re: Determination: No Historic Properties Affected and Area of Potential Effect Identified
Section 106 Cultural Review Process and/or SERP Environmental Review Process
City of Anacortes; Blue Herron Circle 3MG Reservoir Rehabilitation
DWSRF Project # 2015-020
DWSRF Appl. # DM16-952-025
Next Steps: Complete Inadvertent Discovery Plan and Complete SERP

Dear Mr. Reynolds:

The Drinking Water State Revolving Fund (DWSRF) construction loan project must meet all the requirements of the Section 106 of the National Historic Preservation Act and the State Environmental Review Process (SERP). The Department of Health, Office of Drinking Water (the department) has initiated the consultation with Department of Archaeology and Historic Preservation (DAHP) and the tribes.

In order for the City of Anacortes to start any construction activities and receive reimbursement for construction expenditures, the following steps are required:

- The department seeks concurrence from DAHP.
- The department seeks concurrence from tribes.
- The City of Anacortes submits an Inadvertent Discovery Plan (IDP) to the department for approval. The IDP is required and must be on site during all construction activities. Template available upon request.
- The City of Anacortes publishes the determination for a thirty day public comment period. The department will send instructions following the completion of consultation.
- The City of Anacortes submits an Affidavit of Public Notice, a copy of the newspaper clipping, and any public comments received.
- The department issues a Final Completion/Compliance Letter following the completion of the cultural (Section 106) and environmental (SERP) review.

Mr. Reynolds
September 12, 2016
Page 2

Enclosed are copies of the Determination Letters sent to the DAHP and the Tribal Governments near the project area seeking concurrence of the department's determination of "No Historic Properties Affected."

The tribal governments and DAHP have thirty days to identify and evaluate the possibility of historical and cultural significant sites near the project area prior to moving forward with the public comment period. However, they may enter into consultation at any time during the project.

In order for the City of Anacortes to complete the SERP environmental review, the following steps are required:

- The City of Anacortes completes the State Environmental Policy Act (SEPA) process and submits determination and supporting documentation to the department for review.
- The City of Anacortes publishes the SEPA determination in the local newspaper for a thirty day public comment period.
- The City of Anacortes submits an Affidavit of Public Notice, a copy of the newspaper clipping, and all comments received.
- The department issues a Final Completion/Compliance Letter following the completion of the cultural (Section 106) and environmental (SERP) review.

As a reminder, you are not allowed to go to construction, bid, or receive reimbursement for any construction expenditures until you complete the cultural and environmental reviews. Upon completion you will be notified with a final completion letter from our office. If any construction occurs prior to receiving the final completion letter, all federal and state funds may be in jeopardy.

If you have any questions regarding the above process, please do not hesitate to contact me at 360-236-3106 or via e-mail at DWSRF@doh.wa.gov. Thank you for your attention to this matter.

Sincerely,



Heather Walker
Cultural Resources Coordinator

Enclosures (10)



LAND USE



SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants: [\[help\]](#)

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements—that do not contribute meaningfully to the analysis of the proposal.

A. BACKGROUND**1. Name of proposed project, if applicable:**

Blue Heron Reservoir Replacement Project

2. Name of applicant:

City of Anacortes Public Works Department

3. Address and phone number of applicant and contact person:

Address: City of Anacortes Public Works Department
904 6th Street
Anacortes, WA 98221
Contact: Matt Reynolds
Phone: (360) 299-1951
Email: mattr@cityofanacortes.org

4. Date checklist prepared:

October 14, 2016

5. Agency requesting checklist:

City of Anacortes

6. Proposed timing or schedule (including phasing, if applicable):

Construction of the project would begin in February 2017 and be completed in June 2018. The project would be constructed in three phases. During the first phase, a new 1.5-million-gallon (MG) reservoir would be constructed to the west of the existing reservoir along with supporting piping and vaults and be put into service. Then, during the second phase, the existing 3.0 MG reservoir would be demolished. The third phase includes construction of a second 1.5 MG reservoir at the location of the existing reservoir, along with revegetation and other activities.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No future plans or additions are anticipated for this proposal in the near future.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

The following environmental information has been prepared:

- Environmental Review Technical Memorandum (HDR 2016)
- Cultural Resources Review (Drayton Archaeology 2016)
- Structural Inspection, Analysis, and Recommendations Report (Gray & Osborne, Inc. 2011)

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

No governmental approvals are currently pending for this property.

10. List any government approvals or permits that will be needed for your proposal, if known.

The following government approvals or permits are anticipated for this proposal:

City of Anacortes:

- SEPA Threshold Determination
- Conditional Use Permit
- Variance (height)
- Grade & Fill Permit
- Demolition Permit
- Building Permit

Washington State Department of Health (DOH):

- Section 106 Compliance (DOH is lead agency)
- Construction Documents (90%) approval

Washington State Department of Labor & Industries:

- Electrical Permit

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Project Description

This project would replace the City of Anacortes' existing Blue Heron Circle drinking water reservoir (3.0 MG, 115-foot-diameter water storage tank) with two new steel reservoirs, each 80-foot-diameter holding 1.5 MG. This replacement is necessary due to structural deficiencies of the existing reservoir. The project would also include new piping and associated equipment. The project site is approximately 1.6 acres.

First, a new 1.5 MG reservoir would be constructed to the west of the existing reservoir along with supporting piping and vaults and be put into service. Then, the existing 3.0 MG reservoir would be demolished. Lastly, a second 1.5 MG reservoir would be constructed at the location of the existing reservoir.

Work activities include site preparation, material storage and staging, site grading, gravel and foundation installation, construction of the reservoirs, installation of approximately 500 linear feet of new yard piping and valving, and associated telemetry and controls. After construction, the site would be restored with finished grading and re-vegetated with grass. Changes to existing fencing, booster station building, and generator are not anticipated.

Overview of City Water System

The City of Anacortes (City) operates four finished drinking water reservoirs that serve the City's distribution system. The existing 3.0 MG water storage reservoir located at Blue Heron Circle in Anacortes is one of the City's key water distribution system assets. The City's transmission mains terminate at this reservoir, which provides for operational, emergency, and fire storage and also provides critical pressure buffering to prevent surges from flow variations to the City's wholesale customers that have connections upstream of the reservoir. Finished water from the 3.0 MG reservoir also supplies two 2.0 MG reservoirs, one at 29th Street and the other at Skyline, which provide operational, emergency and fire storage for higher pressure zones. The fourth distribution reservoir is a 30,000-gallon tank that serves the Fidalgo Bay Estates area. Almost all finished water entering the City's distribution system passes through the Blue Heron Circle reservoir and the entire water supply system cannot be easily operated without a reservoir at the terminus of the transmission mains.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The proposed project is located at 301 Blue Heron Circle in Anacortes, WA (Parcel P33044). The site is located in Section 30, Township 35 North, Range 02 East. See Figure 1 for a vicinity map. Legal description: (0.9400 ac) TR 150X270 IN S1/2 OF W 20RDS LOT 6-93A C

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

b. What is the steepest slope on the site (approximate percent slope)?

The steepest slope on the site is at the existing berm in the south-central portion of the site (approximately 5 percent slope).

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

According to the Natural Resources Conservation Service¹, soils in the project area have been mapped as Keystone loamy sand 0 to 8 percent slopes. The Keystone series consists of very deep, somewhat excessively drained soils. There are no agricultural soils or lands of long-term commercial significance on-site.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

Based on a site visit by HDR in September 2016, there are no surface indications or history of unstable soils in the immediate vicinity.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Approximately 2,500 cubic yards of excavation and approximately 500 cubic yards of fill are proposed for the project. The source of fill would be from on-site excavated materials and approved borrow pits, as applicable. Excess excavated materials would be disposed of at an approved location.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Minor surface erosion could occur as a result of construction activities and vegetation removal in the project area. Applicable best management practices (BMPs) and temporary erosion and sediment control measures (see Item B.1.h) would be implemented.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Approximately 38 percent of the site would be covered with impervious surfaces after project construction, an increase of approximately 14 percent from current levels due to installation of a new gravel access pad.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Temporary erosion and sediment control measures would be employed during construction, following the guidance and requirements in the *Stormwater Management Manual for*

¹ Available online at <http://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>

Western Washington (Ecology 2012). An Erosion and Sedimentation Control (ESC) Plan would be implemented to address erosion control during and after construction. The ESC Plan would include directing runoff away from unstabilized soils, slowing runoff with structures, and installing silt fencing to catch particulates.

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe approximate quantities if known.**

Short term, temporary air emissions such as vehicle exhaust and fugitive dust may occur during construction from equipment.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.**

There are no known off-site sources of emissions or odor that may affect this proposal.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:**

BMPs such as requiring proper maintenance of equipment, avoiding prolonged idling of vehicles, and spraying water to minimize dust would be used as needed to reduce or control emissions during construction.

3. Water

- a. Surface Water:**

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

There are no surface water bodies on or near the proposed project site.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

Not applicable; there are no surface water bodies on or near the site.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

Not applicable; there are no surface water bodies on or near the site.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.**

Not applicable; there are no surface water bodies on or near the site.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

Per FEMA Map Panel² 5303170080A, effective 09/17/2003, no part of the proposed project area lies within a 100-year floodplain.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

No discharge of waste materials to surface waters is proposed as part of this project.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.**

No groundwater would be withdrawn as part of the proposed project.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.**

No waste material would be discharged into the ground from septic tanks or other sources.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.**

The main source of runoff during and after construction would be rainfall. On-site infiltration is poor.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.**

There are no known sources of waste materials that would occur as a result of this project that may enter ground or surface waters.

² Available online at <https://msc.fema.gov/portal>

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

While the overall project footprint is larger than existing, it is not anticipated to alter or otherwise affect drainage patterns in the vicinity of the site.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

A new tie-in is proposed to the existing drainage pipe in Blue Heron Circle. On-site stormwater improvements are planned, including pipes and drainage swales to collect runoff from impervious surfaces. This would provide detention prior to stormwater entering the drainage pipe.

4. Plants

a. Check the types of vegetation found on the site:

- ☐ deciduous tree: alder, maple, aspen, other
- ☒ evergreen tree: fir, cedar, pine, other
- ☐ shrubs
- ☒ grass
- ☐ pasture
- ☐ crop or grain
- ☐ Orchards, vineyards or other permanent crops.
- ☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ☐ water plants: water lily, eelgrass, milfoil, other
- ☐ other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

Some grass/lawn would be removed for construction of the new 1.5 MG reservoir. No trees would be removed.

c. List threatened and endangered species known to be on or near the site.

No endangered or threatened plant species are known to occur on or near the site.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Disturbed areas would be reseeded with grass/lawn.

e. List all noxious weeds and invasive species known to be on or near the site.

No noxious weeds or invasive species are known to be on or near the proposed site.

5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include:**

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other _____

- b. List any threatened and endangered species known to be on or near the site.**

No endangered species are known to occur on or near the site.

- c. Is the site part of a migration route? If so, explain.**

The project area lies within the Pacific Flyway, an avian migratory corridor of western coastal areas of South, Central and North America.

- d. Proposed measures to preserve or enhance wildlife, if any:**

No measures to preserve wildlife are proposed.

- e. List any invasive animal species known to be on or near the site.**

No invasive animal species are known to be on or near the project site.

6. Energy and Natural Resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.**

The existing site power supply would continue to be used for electricity. The power supply is used to power the existing booster station building and for lighting, heating, and plant controls.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.**

The proposed project would not affect the potential use of solar energy by adjacent properties. Height of the proposed reservoirs would be similar to that of the existing reservoir.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:**

No energy conservation features are proposed.

7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.**

The existing reservoir coating contains lead.

1) Describe any known or possible contamination at the site from present or past uses.

There is an oiled sand layer under the bottom of the existing 3.0 MG reservoir which would be removed during demolition and disposed of at an acceptable off-site location.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

There are no existing hazardous chemicals or conditions that might affect project development and design. According to the Washington Utilities and Transportation Commission Pipeline Safety Map Viewer³, there are no underground pipelines within the project area or vicinity.

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

No toxic or hazardous chemicals may be stored, used, or produced during construction or operations.

4) Describe special emergency services that might be required.

No special emergency services are anticipated for the proposed project.

5) Proposed measures to reduce or control environmental health hazards, if any:

Demolition workers would have Lead Awareness Training. Materials would be disposed of and/or recycled in an appropriate manner.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

There are no known existing noises in the area that may affect the proposed project.

³ Available online at <http://www.utc.wa.gov/regulatedIndustries/transportation/pipeline/Pages/pipelineMaps.aspx>

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Short-term construction noise impacts would occur from construction equipment and vehicles in the project area. Construction would occur during allowable construction hours, generally from 7 a.m. to 5 p.m.

3) Proposed measures to reduce or control noise impacts, if any:

Per the City's Municipal Code 17.54.010 Noise Ordinance⁴, construction noise levels would not exceed standards established by the State in Chapter 173-60 Washington Administrative Code⁵.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

The current use of the site is water system/reservoir. Land uses adjacent to the proposed project site include residential and cemetery.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

The proposed project site is not a working farm or forest land. It is unlikely that the land was historically a working farm.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

The proposed project would not affect or be affected by surrounding working farm or forest land normal business operations.

c. Describe any structures on the site.

The site currently contains a 46-foot-tall, 3.0 MG reservoir, a booster station building, and perimeter fence.

⁴ Available online at https://www.municode.com/library/wa/anacortes/codes/code_of_ordinances?nodeId=TIT17ZO_CH17.54STEN_17.54.010NO

⁵ Available online at <http://apps.leg.wa.gov/WAC/default.aspx?cite=173-60&full=true>

d. Will any structures be demolished? If so, what?

The current 3.0 MG reservoir would be demolished and replaced with two 1.5 MG reservoirs as the existing tank no longer meets current seismic construction standards.

e. What is the current zoning classification of the site?

Per the City of Anacortes' Zoning Map⁶, the site is zoned Public.

f. What is the current comprehensive plan designation of the site?

The comprehensive plan designation of the site is also Public.

g. If applicable, what is the current shoreline master program designation of the site?

Not applicable; the site is not regulated under the Shoreline Master Program.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

There are no critical areas on-site.

i. Approximately how many people would reside or work in the completed project?

Occasionally there would be workers on-site for maintenance and operation activities. No one would reside in the completed project.

j. Approximately how many people would the completed project displace?

No one would be displaced by this project.

k. Proposed measures to avoid or reduce displacement impacts, if any:

As displacement would not occur, mitigation measures are not proposed.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

Public use (water system/reservoir) of the site would continue and is compatible with surrounding land uses. Public utility facilities are allowed in the Public zone as a Conditional Use.

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

Not applicable; there are no nearby agricultural or forest lands of significance.

⁶ Available online at <http://www.cityofanacortes.org/Maps/2016%20Zoning%20Map%20GIS.pdf>

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.**

No housing units would be provided by the proposed project.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.**

No housing units would be eliminated by the proposed project.

- c. Proposed measures to reduce or control housing impacts, if any:**

As housing impacts would not occur, mitigation measures are not proposed.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?**

The tallest structures would be the two reservoirs, at approximately 50 feet tall. A Variance is required as the maximum building height in the Public zone is 35 feet.

The reservoirs would be made of steel. The reservoir would be painted with a suitable color to blend in with the surroundings.

- b. What views in the immediate vicinity would be altered or obstructed?**

No views would be altered or obstructed.

- c. Proposed measures to reduce or control aesthetic impacts, if any:**

As aesthetic impacts are not anticipated, mitigation measures are not proposed.

11. Light and glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?**

Existing lighting, necessary for safety, would continue after project completion.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

Light or glare would not be a safety hazard or interfere with views. On-site lighting is directed downward. Low output safety lighting would be installed near the ground level of each reservoir.

c. What existing off-site sources of light or glare may affect your proposal?

No off-site light or glare sources would affect this project.

d. Proposed measures to reduce or control light and glare impacts, if any:

As light and glare impacts are not anticipated, mitigation measures are not proposed.

12. Recreation**a. What designated and informal recreational opportunities are in the immediate vicinity?**

There are no recreational opportunities in the immediate project vicinity.

b. Would the proposed project displace any existing recreational uses? If so, describe.

The proposed project would not displace any existing recreational uses.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

As impacts on recreation would not occur, mitigation measures are not proposed.

13. Historic and cultural preservation**a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.**

No buildings, structures or sites 45 years old in or eligible for listing in national, state or local preservation registers are located on the project site.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

Drayton Archaeology conducted a cultural resources assessment for this project (Drayton 2016). No evidence of pre-contact or historic archaeological deposits was encountered.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.**

Determining the probability for historic properties to be present within the project area was based largely upon review and analysis of past environmental and cultural contexts and previous cultural resources studies and sites recorded within one-mile of the project area. Consulted sources included reviewing local geologic data to better understand the depositional environment; archaeological, historic and ethnographic records on file on the Washington Information System for Architectural and Archaeological Records Data (WISAARD) database; and selected published local historic records.

Field investigation included pedestrian survey and subsurface testing.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.**

As proposed the project does not appear to have the potential to affect any cultural resources, additional professional archeological oversight is not recommended by Drayton Archaeology.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.**

The site is located at the southeastern corner of the intersection of Whistle Lake Road and Blue Heron Circle (see Figures 1 and 2). The site is accessed via Blue Heron Circle.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

The site and surrounding area is not currently served by public transit. The closest transit station is R Avenue/33rd Street bus stop (approximately 1/3-mile from the site).

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?**

The proposed project would not create nor eliminate any parking spaces.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

The proposed project site would not require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

The proposed site would not use or occur near water, rail, or air transportation.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?**

No additional vehicular trips would be generated from this project.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

It is not anticipated that the proposed project would affect or be affected by the movement of agricultural and forest products on roads or streets in the area.

- h. Proposed measures to reduce or control transportation impacts, if any:**

As transportation impacts are not anticipated, mitigation measures are not proposed.

15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.**

The project would not increase the need for public services.

- b. Proposed measures to reduce or control direct impacts on public services, if any.**

As impacts on public services would not occur, mitigation measures are not proposed.

16. Utilities

- a. Circle utilities currently available at the site:**

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.**

Electricity would be provided by the existing site power supply. Other existing utilities would continue to be used.

C. SIGNATURE

I certify (or declare) under penalty of perjury under laws of the State of Washington that the above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make a decision.

Signature: _____

Name of signee

Mr. MATT REYNOLDS

Position and Agency/Organization

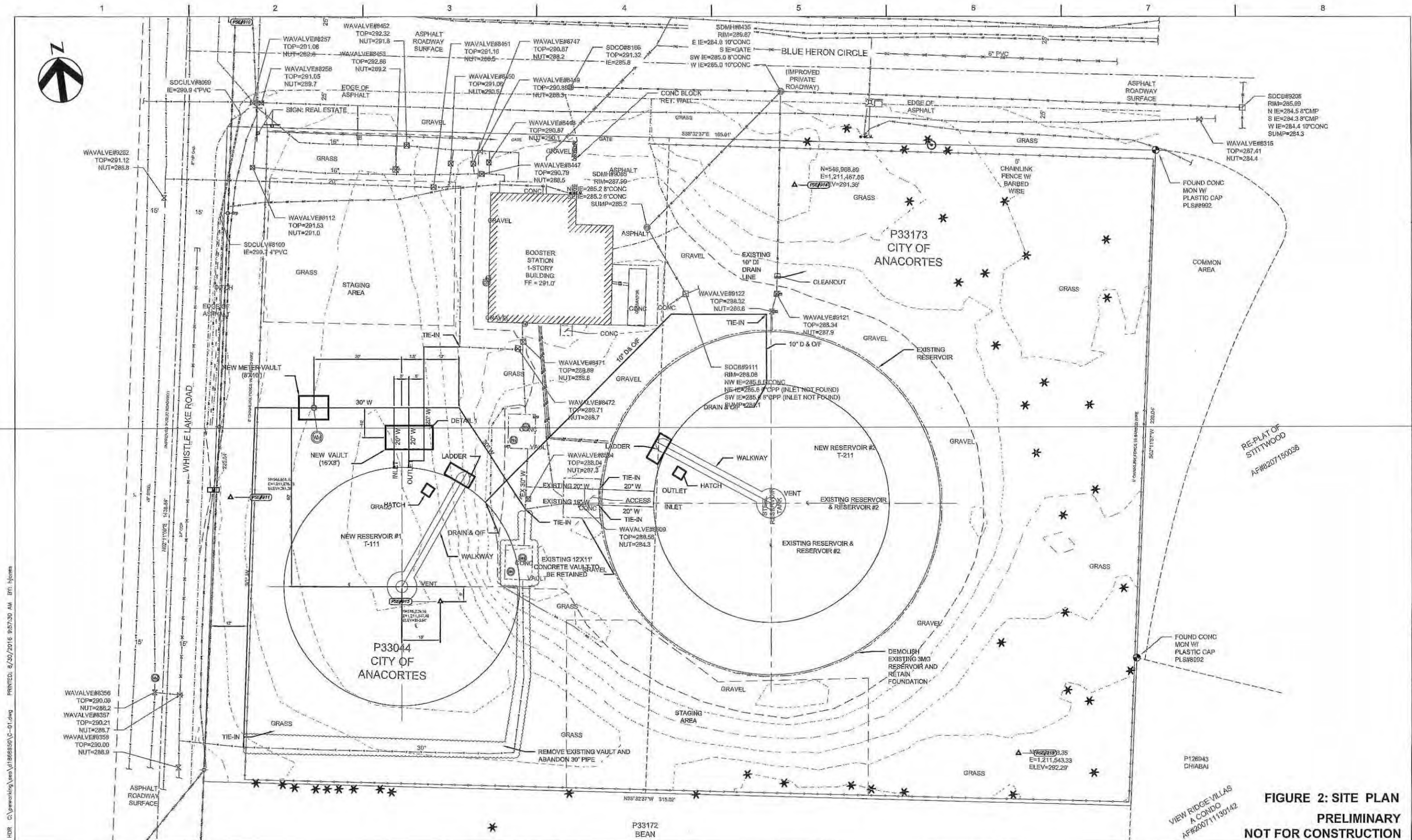
Assistant Public Works Director / City of Anacortes

Date Submitted: _____

10/18/16



FIGURE 1
PROJECT VICINITY



HDR C:\pwworking\user\1066850\C-01.dwg PRINTED: 8/30/2016 9:57:30 AM BY: bjones



PROJECT MANAGER:			DESIGNED BY:		
CHECKED BY:			CAD:		
PROJECT NUMBER:					
ISSUE	DATE	DESCRIPTION			

ANACORTES BLUE HERON CIRCLE RESERVOIR
PROPOSED LOCATIONS FOR NEW RESERVOIRS
AND ASSOCIATED WATER PIPE



ANACORTES PUBLIC WORKS DEPARTMENT

P.O. BOX 547, ANACORTES, WA 98221
FRED BUCKENMEYER, P.L.S., DIRECTOR

PH (360) 293-1919

FAX (360) 293-1938

E-MAIL: fredb@cityofanacortes.org

October 18, 2016



City of Anacortes
Don Measamer, Director
Planning and Community Development

RE: Conditional Use Permit Application - 3mg Water Tank

Dear Mr. Measamer,

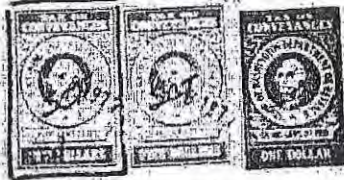
Please accept the attached warranty deeds for 4315 Whistle Lake Road and the abutting parcel as evidence of the cities ownership of both parcels where the City of Anacortes 3mg water tank is situated.

As you are aware, the city has maintained ownership of these parcels for a number of years. Per your request, we will be pursuing a boundary line adjustment for both of the referenced parcels in the future.

Sincerely,

CITY OF ANACORTES

Fred Buckenmeyer
Public Works Director



WARRANTY DEED
S57918

8164

The Grantor, JOAN ELAINE GRANVILLE, of 4315 Whistle Lake Road, Anacortes, Skagit County, Washington, owning the property herein-after described as her separate property, for and in consideration of the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) in hand paid, receipt of which is hereby acknowledged, hereby conveys and warrants unto the CITY OF ANACORTES, a municipal corporation, in Skagit County, Washington, the following described real estate, situated in the County of Skagit, State of Washington, to-wit:

That portion of Government Lot 6, Section 30, Township 35 North, Range 2, East, W.M., described as follows:

Beginning at a point 15 feet East and 255 feet North of the Southwest corner of said Government Lot 6; thence East 315 feet; thence North 355 feet more or less, to the Southeast corner of that certain tract conveyed to William D. Stitt, et ux, by deed recorded September 22, 1976, as Auditor's File No. 843086, and the TRUE POINT OF BEGINNING; thence West 165 feet more or less, to the East line of a tract of land conveyed to the City of Anacortes by deed recorded November 15, 1978, as Auditor's File No. 218072; thence South along said East line, and said East line extended, 220 feet; thence East 165 feet to a point South of the Point of Beginning; thence North to the Point of Beginning.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

Dated this 26th day of May, 1977.

Joan E. Granville (SEAL)

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this day personally appeared before me JOAN ELAINE GRANVILLE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of May,



W. H. L. L. L.
Notary Public in and for the State of Washington, residing at Anacortes

S57918

RECORDED IN BOOK OF June 1, 1977 4104
at request of Skagit Co. Title
Linda Smith, Auditor Skagit Co. Washington

SC

Official Recorder

VOL 269 PAGE 205

218072

WARRANTY DEED.

THE GRANTOR, Ernest L. Knapp and M. J. Knapp, his wife, for a valuable consideration in hand paid, receipt whereof is hereby acknowledged, by these presents convey and warrant to the City of Anacortes a municipal corporation of Anacortes, Washington, the following described parcel of land, situated in Skagit County, State of Washington to-wit:

Beginning at a point 660 feet north of the south quarter corner of Section 30 and 15 feet east of the center line of said Section 30, Township 35 North, Range two east of W.M. thence east 150 feet; thence south 200 feet; thence west 150 feet; thence north 200 feet to place of beginning, containing .69 of an acre.

This conveyance is made for the purpose of correcting a description contained in a former conveyance by the Grantors herein to the Grantee herein, which former deed is dated October 20th, 1924, and recorded in the Volume 139 of deeds at page 611 records of Skagit County, Washington, and in which said former deed an error occurred in the description.

Dated this 8th day of August, 1928.

Ernest L. Knapp
Martha J. Knapp

STATE OF WASHINGTON)
County of Skagit) ss

This is to certify that on this 8th day of August, 1928, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ernest L. Knapp and M. J. Knapp, his wife to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 8th day of August, 1928.

Bear Olfert
Notary Public in and for the State
of Washington, residing at Anacortes

CITY OF ANACORTES

SKAGIT COUNTY,

WASHINGTON



3 MG RESERVOIR AT 301 BLUE HERON CIRCLE INSPECTION, ANALYSIS, AND RECOMMENDATIONS REPORT



G&O #11548
NOVEMBER 2011



Gray & Osborne, Inc.
CONSULTING ENGINEERS

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EXECUTIVE SUMMARY

In September 2011, an inspection of interior surfaces of the roof was completed for the City of Anacortes Blue Heron Circle Reservoir. This report includes findings from the inspection, results of structural analysis of the tank, and recommendations for repair and recoating.

This executive summary presents an overview of findings in this report. Full details including inspection documentation, calculations, analysis, cost estimates, and other data are found in the report and appendices.

INSPECTION FINDINGS

Many areas were found to have minor corrosion that has not impacted the strength of steel members and can be remedied by proper preparation and recoating. However, some steel beams have significant bottom flange corrosion which has diminished their structural strength and will require repair. Some bolts are heavily corroded and will require replacement. In addition, the inspection confirmed that the beam to roof plate joint and the bottom of roof plate lap joints were not seal welded and are corroding.

STRUCTURAL ANALYSIS

Structural calculations were performed to check the compliance of the existing reservoir with AWWA D100-11. Shell plates of the reservoir were found to be overstressed when subjected to earthquake loads required by the current code. The report provides three options for addressing this issue. Roof plate and roof beams were found to be acceptable. Steel bars and angles spanning between roof beams were found to be unnecessary and may have been used to facilitate beam layout during original construction of the reservoir.

RECOMMENDATIONS FOR REPAIR AND RECOATING

Recommended repairs are intended to restore the full strength of elements damaged by corrosion and to protect the reservoir from future corrosion damage. Corroded bolts should be replaced, and corroded bottom flanges of some beams should be repaired as necessary. Seal welding is recommended at the underside of all lap joints of roof plate, and at the gap between roof plates and supporting roof beams. Seal welding protects those hidden surfaces where one steel member is in contact with another. Steel bars and angles spanning between roof beams should be removed to decrease the gap between roof plates and supporting roof beams. There are several reservoir access and ventilation upgrades that could be implemented as part of the repair and recoating project, depending on City preference. Both the interior and exterior of the reservoir should be sandblasted to bare metal and recoated. The existing coating systems have been found to contain lead so sandblasting methods and the disposal of debris will need to be in accordance with state regulations.

COST AND SCHEDULE ESTIMATES

The estimated construction cost for recommended work is \$1.72 million, not including the seismic upgrades. An alternative to repairing and seal welding the existing roof would be to remove and replace the roof. Based on our discussions with reservoir erection contractors, we have found it is less expensive to repair the existing reservoir roof rather than replace it. The total required time for repairs and recoating is estimated to be 22 weeks. The interior repair and recoating may be completed separately and prior to the exterior recoating if needed to accommodate keeping the reservoir in service during the high-demand summer months.

INTRODUCTION

On September 16, 2011, Gray & Osborne entered the existing 3 MG Reservoir at 301 Blue Heron Circle and performed an inspection of the roof structure. A previous inspection was performed by Liquivision Technology Diving Services in 2009. This inspection found the floor, walls and column of the reservoir to be good condition, but revealed significant corrosion of roof members. The goal of our inspection on September 16, 2011, was to better understand the extent and severity of the corrosion of the roof members so that we can provide the City with specific recommendations regarding repair of the roof structure.

This report includes the following, as mentioned in our Scope of Work for this project:

- Detailed observations and photos from the reservoir inspection.
- Structural analysis of all significant structural members for compliance with AWW D100-11.
- Specific recommendations for repair, recoating, and modifications.
- Cost estimates for repair, recoating, and modifications.
- Technical appendices providing structural calculations.

This inspection was limited to steel members above the waterline. The inspection focused on roof members.

RESERVOIR INSPECTION

OVERVIEW

In general, we observed greater frequency and severity of corrosion at the perimeter of the reservoir than at the center of the reservoir. The corrosion ranged from minor surface scaling to localized pitting to partial loss of bottom flange material in "I" beams. However, we did not observe any significant risk of imminent collapse. Even in the most heavily corroded areas it appeared the primary support beams retained at least a majority of their structural capacity, and could be repaired to restore their full capacity. We observed heavy condensation on all above-water surfaces in the tank.

More detail of our observations is included in the following sections.

CORROSION DEFINITIONS

The following terms are used in this report to describe observed corrosion:

Surface Rust – A superficial layer of rusting not causing any practical loss of steel material. This level of rust requires only sandblasting prior to recoating.

Moderate Corrosion – Discrete areas of corrosion with rust growths that can be removed by hand. The thickness of the steel member has been slightly reduced by the corrosion. In some cases, removal of rust growths reveals small irregular pits in the steel member. A structural repair of the steel member may be required at some locations.

Severe Corrosion – Continuous or nearly continuous large rust growths along a member. Rust growths can be easily removed by hand, and reveal significant loss of steel material. Pitting of the steel is commonly found under rust growths. Structural repair of the steel member is likely required.

COLUMNS

We observed one steel pipe column at the center of the reservoir and a ring of six steel pipe columns evenly spaced at a radius of approximately 30-feet from the center of the reservoir. This matches the layout shown in the shop drawings. See Figure 38 for a plan drawing of the roof members in the reservoir, including the pipe columns.

Representative photographs of the columns are shown in Figures 1 and 2. Our observations included the following:

- The visible portion of the center column protruding above the water line appeared to be in good condition with no visible corrosion. This included the flared out section at the top of the column which supports the radial beams (Figure 1).
- The 6 evenly spaced steel pipe columns protruded above the waterline and appeared to be in good condition (Figure 2).
- The bearing plate at the top of the columns showed surface rusting, but appeared to maintain virtually all of its structural integrity (Figure 2).

GIRDERS

We observed six 16-inch-deep steel “I” girders spanning to the tops of the six evenly spaced pipe columns. These are the W16 x 40 girders shown in the shop drawings, and they are called out in the plan drawing in Figure 38. These girders form a circle at a radius roughly equal to 30 feet and they provide support for the roof beams running in the radial direction.

The W16 girders appeared to be in overall good condition with minor surface rusting at some locations. Figures 2 through 5 show the typical condition of the W16 girders. Our observations included the following:

- The bearing points of the W16 girders at the top plate of the supporting column showed surface rust, but there did not appear to be any loss of structural integrity (Figure 2).

- Bolted plates connecting the tops of the ends of the W16 girders showed surface rusting. They were otherwise in good condition (Figure 3).
- Bolts at the end connections were often moderately corroded.
- Generally W16 girders had only minor surface rust (Figure 4).
- Occasionally moderate corrosion was observed on the top flange of a W16 girder near a beam connection (Figure 5).

W8 BEAMS

Near the center of the reservoir roof we observed 24 8-inch-deep steel "I" beams evenly spaced, radiating from the center of the reservoir. These are the W8 x 10 beams shown in the shop drawings, and they are called out in the plan drawing in Figure 38. The W8 beams support the roof plate, and are supported at one end by the center column and at the other end by the W16 girders.

Near the center of the reservoir, the W8 beams appeared to be in overall good condition with surface rusting in isolated locations. Figures 6 through 9 show the typical condition of the W8 beams near the center of the reservoir. Our observations included the following:

- Rust spots were at an irregular spacing along the outer edges of the bottom flange. The spots do not appear to have resulted in significant loss of flange area.
- The top flange showed less corrosion than the bottom flange.
- The webs were mostly free of corrosion.
- The connection of the W8 beams to the flared top of the center column appeared to be in good condition.

More corrosion was noted, however, at the outer end of the W8s supported by the W16 girders. Figures 10 through 12 show the typical condition of the W8 beams near this end. Our observations included the following:

- The connection of the W8 to the W16 consists of a steel angle and stiffener plate welded to the top of the supporting W16 beam, with a bolted connection between the W8 and the steel angle.
- We observed the steel angle and stiffener plate to be in good condition with only surface rusting.
- We observed the bolts to have corrosion varying from moderate to severe.
- The bottom flange corrosion in the W8 beams varied from isolated surface rusting to isolated moderate corrosion.
- Many of the W8 beams had a short cantilever extension beyond the W16 support with a pair of unused bolt holes in the bottom flange. These bolt holes were often moderately corroded.

W10 BEAMS

At the outer edges of the reservoir roof we observed 48 10-inch-deep steel "I" beams evenly spaced, radiating from the W16 girders to the edge of the reservoir. These are the W10 x 11.5 beams shown in the shop drawings, and they are called out in the plan drawing in Figure 38. These W10 beams support the roof plate, and are supported at one end by the W16 girder and at the other end by a bolted connection to the exterior shell of the reservoir. The W10 beam is fabricated with an angle at the outer end to accommodate a connection to the shell plates below the knuckle at the perimeter of the roof.

The ends of the W10s supported by the W16 girders have corrosion similar to that of the ends of the W8s supported by the W16 girder. See the "W8 Beams" section for more info.

Moving down the length of the W10s toward the outside of the tank, we observed an increasing frequency and severity of corrosion. Typical levels of corrosion are shown in Figures 13 through 20. Our observations included the following:

- Moderate corrosion was observed along the bottom flange, and occasionally on the top flange and webs.
- Corrosion of the underside of the bottom flange was limited to the edges (Figures 14 and 15).
- Often the thickness of bottom flange remaining intact could be seen below the laminations of rust (Figure 16).
- Based on measurements made during inspection, we observed a typical loss of bottom flange thickness of about 1/16 inch+/- . Some locations had more loss of material while others had less.
- Occasionally localized pitting was observed (Figure 17).
- Occasionally corrosion on the web of the W10s was observed (Figure 19).
- The connections of the W10 beams to the shell were underwater and were observed to be in good condition (Figure 20).

While corrosion levels in many of the W10 were similar to that shown in Figures 11 through 17, some areas had severe corrosion, as shown in Figures 21 through 27. Our observations in these areas included:

- In these areas there appeared to be more significant loss of material in the bottom flange.
- Despite the increased corrosion, it was often still limited to the edges of the flange (Figures 26 and 27).
- Even in the worst cases of bottom-flange corrosion, the web of the beam was relatively corrosion free and appeared to have not lost significant material.

- We observed that the amount of steel lost to corrosion did not necessarily correspond intuitively to the size of the rust growths. In some locations with large rust growths, only minor steel thickness was found to be lost. In other locations with inconspicuous rust growths, inspection revealed significant pitting and loss of steel.

ANGLE AND BAR

The shop drawings for the existing reservoir show steel bars running perpendicular to the W8 and W10 roof beams at the mid-span of those beams. These are called out as “EQ Bar” in Figure 38. During the inspection we observed the bars at the W8 beams, running over the top flange of the beams (Figure 28). At the W10 beams we observed steel angles instead of bars, placed so the horizontal leg was resting on the top flange of the W10 beams (Figure 29). Corrosion of these bars and angles ranged from surface rusting to severe corrosion, ranging from the center to the perimeter of the reservoir, respectively. We understand a corroded steel angle was found on the floor of the reservoir in 2009 during inspection by a diving team—that piece was likely one of these that spanned between W10 beams.

Note that because the angle and bar members rested on the top flange of roof beams, a vertical gap was present between the top flange and the roof plate. As shown in Figure 30, this gap was up to 1-inch tall. The gap decreased at locations far from the angle and bar members.

ROOF PLATE

Generally, roof plates were in good condition aside from occasional moderate corrosion at lap splices of roof plate. As was seen in the W8 and W10 beams, we observed a greater frequency and severity of corrosion in roof plates at the perimeter of the reservoir than at the center of the reservoir.

Figures 31 and 32 show the typical condition of roof plate near the center of the reservoir roof. There appears to be no corrosion on the underside of the roof plates, and only surface rust at the exposed edges of roof plates.

Figures 33 through 35 show the typical condition of roof plate near the perimeter of the reservoir roof. There is still no corrosion on the underside of the roof plate, but the edges show moderate corrosion. Also, the roof plates showed more corrosion at welds to beams and angles. The underside of roof plate laps did not appear to be welded. Only the top of the roof plate splices are welded, as allowed by AWWA D100. Pitting was occasionally observed on the underside of roof plate, as shown in Figure 36.

STRUCTURAL ANALYSIS

GENERAL DESCRIPTION

Gray & Osborne has performed structural calculations to check the adequacy of the structural design of the reservoir according to the current specification, AWWA D100-11. The original PDM shop drawings for the reservoir indicate the design complied with "the customer's specifications" and AWWA D100-73.

Member sizes and shell thicknesses used in the calculations were based those shown in a copy of the original PDM shop drawings. During our reservoir inspection, we found that the actual size and spacing of the wide flange beams supporting the roof matched those shown in the PDM shop drawings. It is therefore reasonable to assume that the actual shell thicknesses also match those shown in the PDM shop drawings.

SUMMARIZED RESULTS

A summary of the findings of our calculations are shown in Table 1 below. A copy of detailed structural calculations is included in Appendix C.

TABLE 1

Summary of Results

Structural Member	Findings from Structural Calculations
3/16-inch-thick roof plate	In some locations stresses in the roof plate and deflection of the roof plate exceed that allowed by AWWA D100-11.
W8 x 10 roof beam	Strength meets AWWA D100-11
W10 x 11.5 roof beam	Strength meets AWWA D100-11
W16 x 40 girder	Strength meets AWWA D100-11
Shell plates (thickness varies) – Hydrostatic Loading with top of water at 40 feet	Strength meets AWWA D100-11
Shell plates (thickness varies) – Hydrostatic Plus Earthquake Loading with top of water at 40 feet	Shell plates are overstressed 27 percent due to the design loads required by AWWA D100-11.
Steel Angles and Bar Members Spanning Between Roof Beams	Not required if roof beams are seal welded to roof plate.

DISCUSSION AND RECOMMENDATIONS – ROOF MEMBERS

As required by AWWA D100-11, the roof structure was checked for the worst-case loads due to the self weight of the structure plus a snow load of 25 psf. AWWA D100-11 also

requires the structure to support a live load of 15 psf, which is intended to address the weight applied by maintenance activities.

As shown in Table 1, all roof members except the roof plate were found meet the requirements of AWWA D100-11. The stresses induced into the roof plate by the worst-case design loads exceed the stress levels allowed by AWWA D100-11. The likely reason for the non-compliant stresses is a change in AWWA D100 that occurred since 1973. AWWA D100-73 allowed for the roof plating to deflect between structural supports in order to support imposed loads (D100-73, Section 3.2.3). This allowance no longer exists in the current code.

In short, our calculations show the roof plate has adequate strength to support the design loads, but it may have to deflect in order to support the loads. Because the roof plate has adequate strength, we recommend no upgrade to the roof plate.

DISCUSSION AND RECOMMENDATIONS – SHELL PLATES

As shown in Table 1, shell plates were found to meet AWWA D100-11 for the case of water filled to a height of 40-feet. However, our calculations show the shell plates overstressed in tension when the full reservoir (water filled to height of 40-feet) is subjected to the earthquake forces required by AWWA D100-11. See Table 2 for detailed results of our analysis.

TABLE 2

Analysis Summary for Shell Plates Subjected to Full Reservoir and Earthquake Forces Required by AWWA D100-11

Shell Course No.	Shell Thickness (in)	Capacity Stress (kips per sq. in.)	Demand Stress (kips per sq. in.)	Calculated Overstress %
4 (top)	0.250	25.78	28.65	11%
3	0.329	25.78	32.69	27%
2	0.474	25.78	29.60	15%
1 (base)	0.625	25.78	27.18	5%

There are two likely reasons for the calculated overstress. First, the magnitude of earthquake loads used in the original design are less than those required today by AWWA D100-11. Second, since AWWA D100-73, the code has added minimum freeboard requirements to accommodate sloshing expected to occur during an earthquake. If minimum freeboard is not met, the current code requires the earthquake loads to be increased due to the containment of the sloshing wave by the roof structure. Our calculations included this increased earthquake load.

Following are recommended options for addressing the shell plates:

1. Maintain the water level below a target elevation to provide adequate freeboard for seismic sloshing and reduce the stresses that would be experienced by the shell plates during an earthquake. According to our calculations, maintaining a level at 35 feet would maintain adequate freeboard and result in shell plate stresses meeting AWWA D100-11 when the reservoir is subjected to the design earthquake forces required by AWWA D100-11.
2. Retrofit shell plates by wrapping them with a second layer of plate or other material. Of course this approach would incur added cost.
3. Continue to use the reservoir with the shell plates as-is. If the shell plates are overstressed in the future by earthquake-induced forces matching the design forces required by AWWA D100-11, they will likely deform (e.g., "elephant's foot") but not rupture. Note that actual forces resulting from any future earthquakes may be more than or less than the design forces required by AWWA D100-11.

DISCUSSION AND RECOMMENDATIONS – ANGLE AND BAR MEMBERS SPANNING BETWEEN ROOF BEAMS

The shop drawings for the existing reservoir show steel bars running perpendicular to the W8 and W10 roof beams at the mid-span of those beams. During the inspection we observed the bars at the W8 beams, running over the top flange of the beams. At the W10 beams, we observed steel angles instead of bars, placed so the horizontal leg was resting on the top flange of the W10 beams.

The purpose of these bars and angles is not clear. Based on our analysis, these members are not required in order for the reservoir structure to resist the design loads. In addition, in our recent experience we do not see such members used in the design of reservoir roofs. These members may have been used to assist in layout of beams during erection of the reservoir.

We recommend the existing bars and angles be removed and the top flange of beams be seal welded to the roof plate. See the "Recommendations for Repair and Recoating" section of this report for more information.

RECOMMENDATIONS FOR REPAIR AND RECOATING

OVERVIEW

Recommended structural repairs include the following:

- Replacement of corroded bolts.
- Repair of severely corroded bottom flanges of W8s and W10s.
- Seal welding of top flange of W8s and W10s to the roof plate.

Recommended non-structural repairs include the following:

- Sealing welding lap joints on underside of roof plate.
- Recoating of interior and exterior of reservoir.

Optional repairs/improvements include the following:

- Improved reservoir access and ventilation.

REPLACEMENT OF CORRODED BOLTS

We recommend replacing all bolts that show signs of corrosion. Bolts should be replaced with A325 high strength steel bolts which are hot-dip galvanized. Generally, existing bolts at the center of the tank and at the perimeter of the tank appear to be in good condition and do not require replacement. Many of the existing bolts at beam connections to the W16 girders; however, show signs of corrosion and likely need to be replaced.

REPAIR OF ROOF BEAMS

As described earlier in this report, some W8 x 10 and W10 x 11.5 beams appear to have lost significant material in their bottom flanges. Our recommended repair to restore the load carrying capacity of these beams is to place a new cover plate on the underside of the damaged bottom flange and fillet weld it to the flange. The existing beam would first need to be sandblasted to remove corrosion. Then the edges of the bottom flange should be ground down to achieve a vertical surface that can accept the new fillet weld which will attach the cover plate. The welds should be continuous seal welds to eliminate any gaps that would be prone to corrosion. Figure 40 shows a conceptual detail of the recommended repair of roof beams.

There are two cases in which a repair may not be required for beams that have lost bottom flange material. First, if the loss of material occurs only near the end of the beam, where maximum internal stresses are lower than at mid-span of the beam, the beam may still be adequate without repair. Second, if the cross-sectional area of the bottom flange is not reduced by more than 25 percent, the beams will still be adequate. This is due to

the beams having a small amount of reserve capacity beyond what is required to support the worst-case design loads.

Where cover plates are required for repair, the plate would likely not need to extend the entire length of the beam. Limiting the length of cover plate will limit costs for the plate and for welding.

SEAL WELDING

We recommend seal welding the top of all beams to eliminate the corrosion-prone gap between top flange of beams and the roof plate. Structurally, seal welding will allow the roof plate to provide top flange stability for the roof beams. As a result, the existing transverse angles and bar members may be removed because they are not needed for the structural integrity of the reservoir. An additional benefit of removing the angles and bar members is it allows the gap between the top flange of the W8s and W10s to be reduced, which results in less seal welding and therefore less cost. Figure 39 shows a conceptual detail of the recommended seal welding.

In addition, we recommend seal welding the underside of all existing roof plate laps to eliminate the corrosion-prone gap.

IMPROVED RESERVOIR ACCESS AND VENTILATION

The recoating and repairs project also provides the City with an opportunity to look at other reservoir improvements. One thing that might be improved is reservoir access. The current reservoir has a ladder access. The ladder has a ladder gate for security and a cable safety climb system for personnel safety. A small area at the top of the ladder by the reservoir access hatch is enclosed with handrail.

A system that may be favored by operations staff is to replace the ladder with a spiral staircase. A spiral staircase eliminates the need for safety climb equipment and makes access easier. A spiral staircase would be designed per OSHA standards with landings as appropriate. A stairway gate and/or fencing around the bottom landing can be included for security. Figure 37 shows a spiral staircase with a stairway gate.

Other possible improvements could include enlarging the area enclosed by handrailing by the access hatch. This would provide more room for maintenance staff working around the access hatch. A handrail system could be extended to the tank vents to allow inspection and maintenance of those facilities without fall protection. Currently, there is a cable from the handrail to the center vent that is used as an attachment point for ones safety harness.

The existing tank has only one access manway on the tank shell. Current AWWA D-100 standards recommend two manways to allow access and ventilation during maintenance

activities when the tank is dewatered. A second manway could easily be added to the reservoir as part of an improvement project.

The reservoir currently has two vents that were installed at the time of construction. The center vent has a 25-5/8-inch nozzle while the second vent has a 29-5/8-inch nozzle and is located to the southeast of the center vent. Both vents are constructed with an expanded metal disc with a diameter of approximately 48 inches over the nozzle. A fiberglass hood then fits over the top of the expanded metal disc. When the tank drains, air enters from below the unit through the expanded metal into the hood space and then proceeds through the center portion of expanded metal and the nozzle into the tank. Insect screen has been fitted over the full area of the expanded metal. Currently, the vent appears adequate for protection from insects and debris but the expanded metal is corroded and should be replaced. In some places the expanded metal can be easily broken with finger pressure. The tank nozzles appear to be in fair to good shape from the limited inspection available without disassembling the vent units.

AWWA D100 recommends that tank venting be sized to allow the maximum flow from the tank without excessive pressure. The existing vents are capable of venting a flow of 40,400 gpm with slightly less than 0.25 inches of water pressure. 40,400 gpm is the calculated flow rate if the 20-inch outlet were to break at the base of the reservoir, a condition assumed as the worst case.

One feature that AWWA D100 recommends that is not present in the Anacortes reservoir is pressure vacuum relief. In newer vent installations there is a screened vacuum relief plate that is held in place by gravity during normal operation. If the screen gets clogged due to freezing moisture, the relief plate can be lifted from its place in the event of rapid tank draining to allow air in. This type of venting can be added to the existing tank by installing a new vent structure. The existing tank nozzles should be able to be reused without modification.

RESERVOIR COATING

Both the interior and exterior of the reservoir need to be recoated. The exterior has large areas where the entire paint system has flaked away revealing bare metal that is rusting. The interior roof structure requires extensive work that will also lead to interior recoating.

Our recommendation for recoating the interior is to first prepare to the Society of Protective Coatings SSPC-10 near white blast. During this process, the interior will be sandblasted to remove all of the existing coating down to bare metal and provide a suitable profile for recoating. Sandblasting will likely have to happen twice for this project; once to remove the rust and paint from the roof structure to allow inspection and repair and a second time after the repairs to prepare the surface for recoating.

After the SSPC-10 preparation, we would recommend that a suitable zinc-rich primer be applied. Zinc-rich primers contain small elemental zinc particles that can provide a

measure of cathodic protection. Prior to the intermediate coat, we would recommend a stripe coat through which all angular surfaces, such as ladders, rafters, and other accessories, get a brush painted coat to ensure good edge coverage. After the stripe coat, an intermediate and final coat can be applied. The stripe, intermediate, and final coats for the interior should be epoxy paint suitable for the application. Any paint used inside the reservoir must be NSF certified.

Because the exterior paint is in such poor shape and substantial portions have peeled revealing rusting base metal, our recommendation is that the entire exterior coating be removed by blasting to an SSPC-10 near white blast prior to painting similar to the interior. A zinc-rich primer would be used after surface preparation. As with the interior coat, a stripe coat should be specified for all angular edges prior to the intermediate coat. The intermediate coat can be epoxy paint. The final coat for the exterior should be a urethane with graffiti resistance.

Both the existing interior and exterior paints contain lead as confirmed by laboratory testing, the results of which are included in Appendix D. Since lead is a hazardous material, the removed coatings will require disposal at a suitable facility. Some sand blasting agents have the ability bind with lead making the resulting waste material non-hazardous and able to be disposed of in a landfill. The project specifications should contain a disclosure about the lead including lab results and should specify that the contractor dispose of the waste material suitably but leave means and methods up to him.

Since the exterior of the reservoir will be blasted, the contractor will need to contain the structure. Because of the hazardous nature of the paint, the containment will need to meet SSPC – Guide 6 Method 2 for containment. This method contains stipulations for both containment and ventilation.

Because of the importance of good preparation for coating performance, we recommend that the City employ a National Association of Corrosion Engineers (NACE) certified paint inspector to be present any time during painting. The inspection will verify the paint is being prepared per the manufacturer's recommendations, the surface has been prepared satisfactorily, the temperature and humidity are correct, and that the paint is applied correctly to the specified thickness.

The reservoir currently has a cathodic protection system including anodes that hang down into the water column at various points in the reservoir. The existing cathodic protection system could be reinstalled after the reservoir repairs and recoating is complete or the cathodic protection system could be evaluated to see if it requires upgrading or improving. Regardless, it is our recommendation that cathodic protection system installation be delayed until after the initial paint warranty period has expired (generally one to 2 years). Delaying the deployment of cathodic protection until after the initial warranty has expired will protect the City if there is a paint warranty issue. Painting contractors have been known to claim that problems arising during warranty period are due to improper or malfunctioning cathodic protection systems.

COST AND SCHEDULE ESTIMATES

See Appendix A for a cost estimate of recommended repairs and recoating.

As an alternate to spot-welding repairs to the roof structure, we considered removal of the existing roof structure and replacing it with a new structure which would be shop and field fabricated. The new structure could be set in place in sections to minimize the amount of field welding.

Based on discussions with two steel reservoir erection contractors (T. Bailey and CBI), we have found that repairing the existing roof will be less expensive than removal and replacement of the entire roof structure.

We estimate a total of 22 weeks will be required for repair and recoating to be completed. Table 3 shows our schedule estimates for each piece of work.

TABLE 3

Schedule Estimate

Description of Work	Estimated Construction Time
Sandblast and Prep of Interior Surfaces	2 weeks
Structural Repairs and Seal Welding	8 weeks
2 nd Sandblasting and Coating Application to Interior Surfaces	5 weeks
Sandblast and Prep of Exterior Surfaces	4 weeks
Coating Application to Exterior Surfaces	3 weeks
TOTAL	22 weeks

We understand the reservoir needs to be in service during the summer months. Also, due to limits on temperature and humidity, recoating of exterior surfaces may not be possible during the winter months. Generally, recoating of interior surfaces may be completed at any time of year because the temperature and humidity can be controlled inside the reservoir by the use of heaters and dehumidifiers.

Given the above constraints, the following two options for schedule may be feasible:

1. Complete interior repair/recoating in winter followed immediately by exterior recoating in the spring so that the reservoir is back online by the high-demand summer months.
2. Complete interior repair/recoating in the winter/spring, put the reservoir back online during the summer, then complete exterior recoating in early

fall. This will necessitate emptying the reservoir for the exterior coating work, as exterior coating of a filled reservoir is not advisable.

APPENDIX A

COST ESTIMATE

City of Anacortes

RESERVOIR REPAIRS AND RECOATING

ENGINEER'S COST ESTIMATE

G & O 11548

OCTOBER 2011

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	CONTRACT AMOUNT
1	Mobilization and Demobilization	1	LS	\$ 90,000.00	\$ 90,000.00
2	Dehumidification and Heat	1	LS	\$ 20,000.00	\$ 20,000.00
3	Prepare Reservoir Interior and Prime Coat	1	LS	\$ 212,000.00	\$ 212,000.00
4	Paint Reservoir Interior Surface	1	LS	\$ 108,000.00	\$ 108,000.00
5	Prepare Reservoir Exterior and Prime Coat	1	LS	\$ 160,000.00	\$ 160,000.00
6	Paint Reservoir Exterior Coating	1	LS	\$ 80,000.00	\$ 80,000.00
7	Dispose of Blast Material	1	LS	\$ 5,000.00	\$ 5,000.00
8	Removal of Mill Scale	300	SF	\$ 5.00	\$ 1,500.00
9	Rafter Repair	1	LS	\$ 36,000.00	\$ 36,000.00
10	Reservoir Interior Seal Welding	1	LS	\$ 300,000.00	\$ 300,000.00
11	Install Tank Accessories	1	LS	\$ 50,000.00	\$ 50,000.00
SUBTOTAL					\$ 1,062,500.00
SALES TAX (8.2%)					\$87,130.00
SUBTOTAL					\$1,149,630.00
CONTINGENCY (20%)					\$229,926.00
SUBTOTAL					\$1,379,556.00
ENGINEERING AND ADMINISTRATION (25%)					344,889.00
TOTAL					\$1,724,445.00

NOTES:

- Item 9 assumes approximately 550 linear feet of bottom flange repair at W10 beams. This corresponds to roughly 24 of the 48 W10 beams requiring repair over 3/4 of their length.

APPENDIX B

FIGURES 1-40



FIGURE 1
Top of Center Column



FIGURE 2
Top of an Intermediate Column and Bearing Point of W16 Girders



FIGURE 3
Connection at Top of W16 Girders

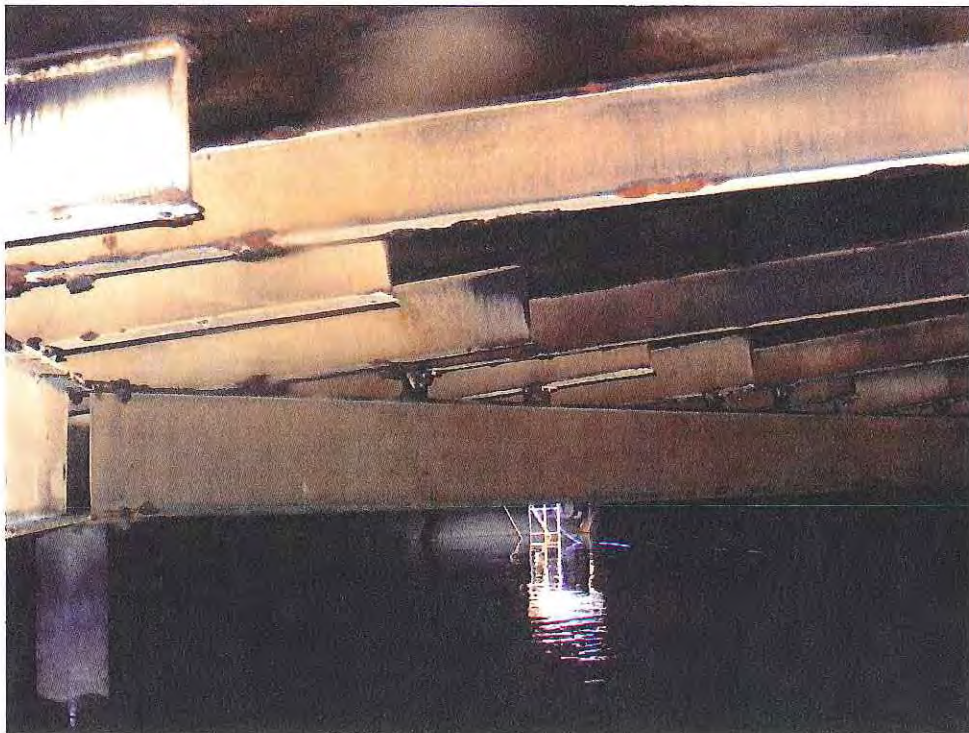


FIGURE 4
Wide View of W16 Girders



FIGURE 5
Top of a W16 Girder Near a W8 Connection



FIGURE 6
W8 Beams



FIGURE 7
W8 Beams



FIGURE 8
W8 Beams



FIGURE 9
W8 Beam

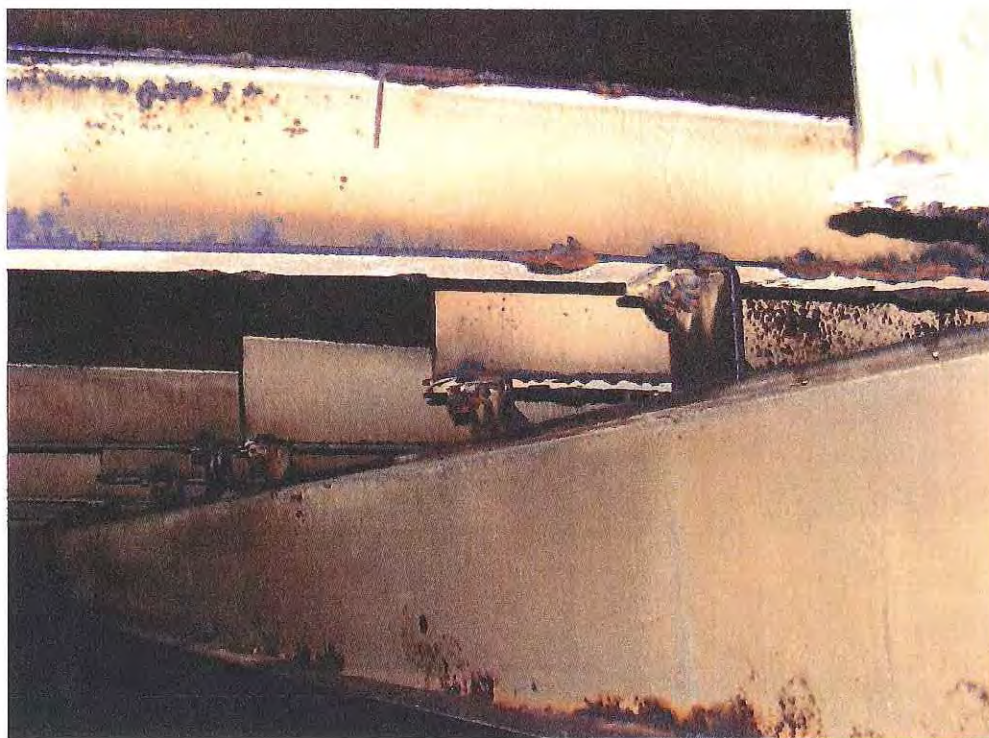


FIGURE 10
W8 Beam at W16 Support Girder



FIGURE 11
W8 Connection to W16



FIGURE 12
W8 Connection to W16



FIGURE 13
W10 Beams

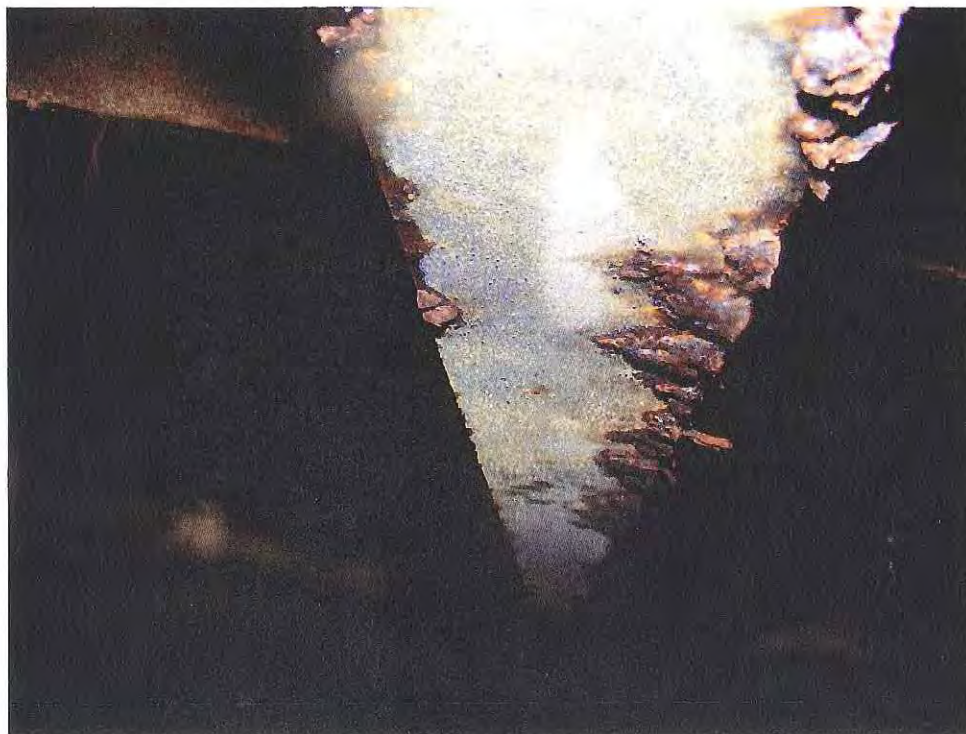


FIGURE 14
Bottom Flange of a W10 Beam

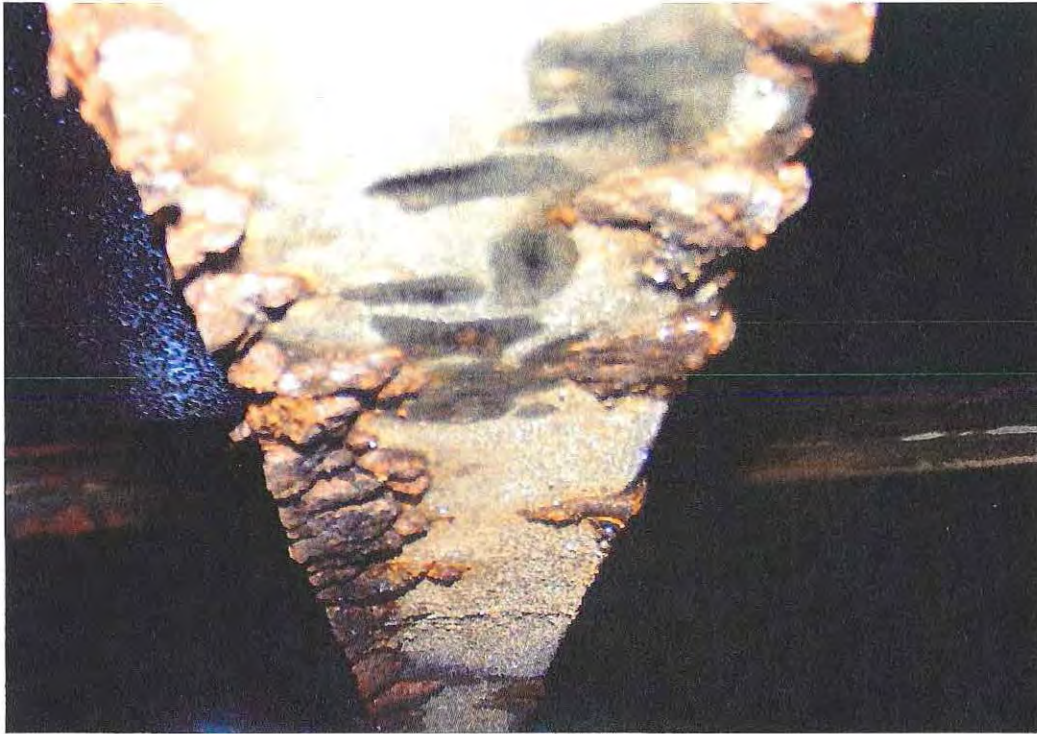


FIGURE 15
Bottom Flange of a W10 Beam



FIGURE 16
Bottom Flange of a W10 Beam with Rust "Laminations"

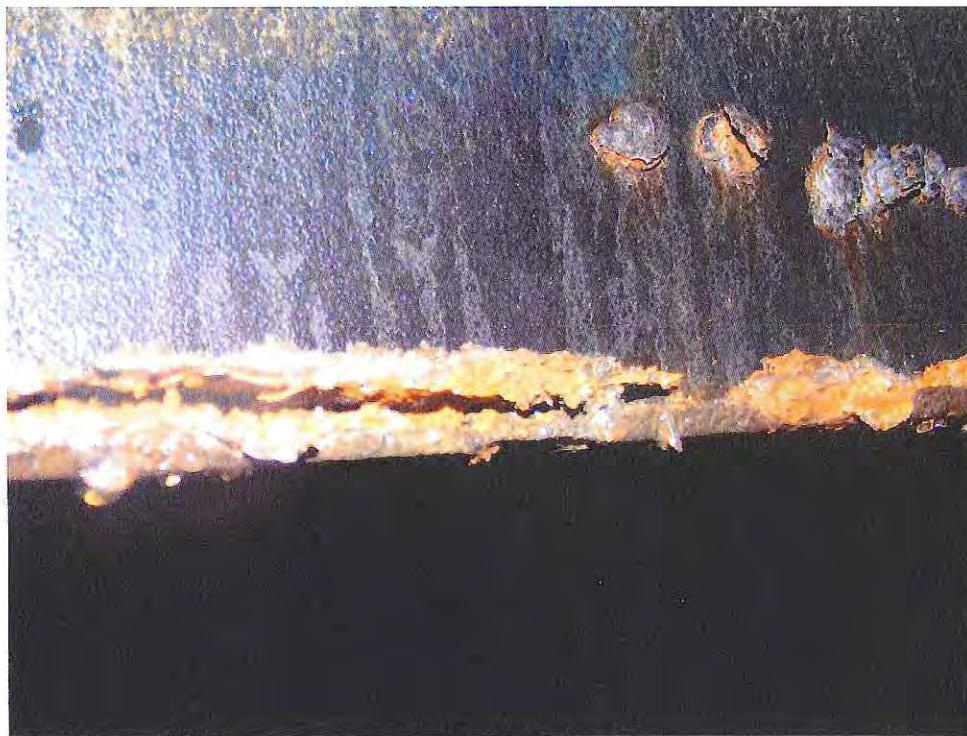


FIGURE 17
Web and Flange Corrosion in a W10 Beam



FIGURE 18
W10 Beam Near Perimeter of Tank



FIGURE 19
W10 Beam Near Perimeter of Tank



FIGURE 20
W10 Connection to Tank Shell



FIGURE 21
Significant Corrosion at a W10 Beam



FIGURE 22
Significant Corrosion at a W10 Beam

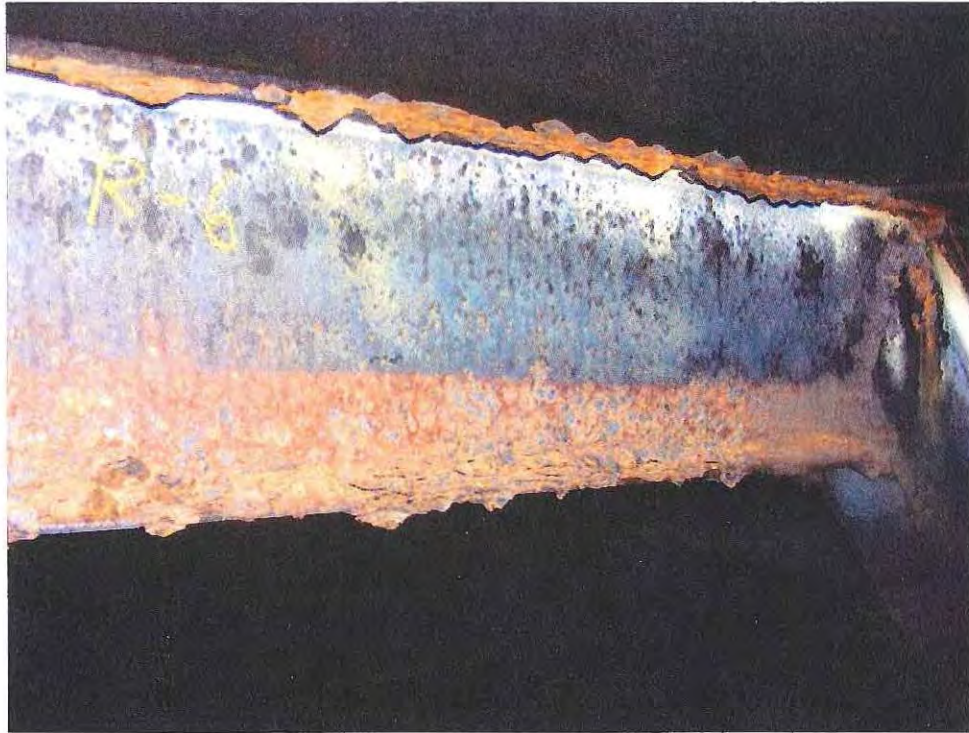


FIGURE 23
Significant Corrosion at a W10 Beam



FIGURE 24
Significant Corrosion at a W10 Beam



FIGURE 25
Significant Corrosion at a W10 Beam

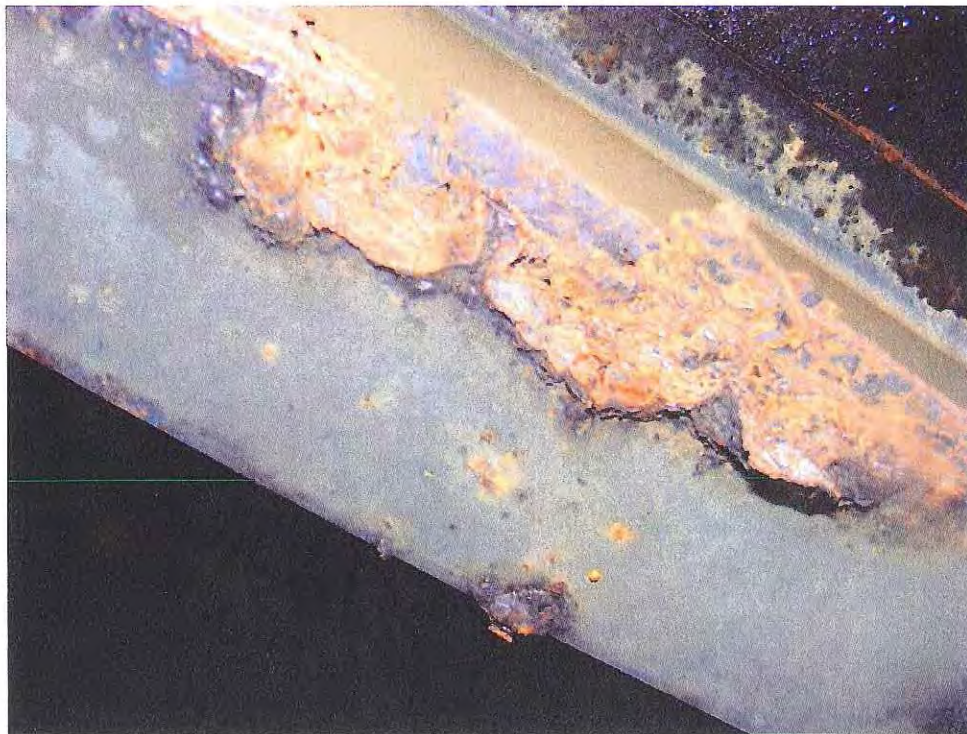


FIGURE 26
Underside of Bottom Flange of a W10 Beam



FIGURE 27
Significant Bottom Flange Corrosion of a W10 Beam



FIGURE 28
Steel Bar Running Between W8 Beams

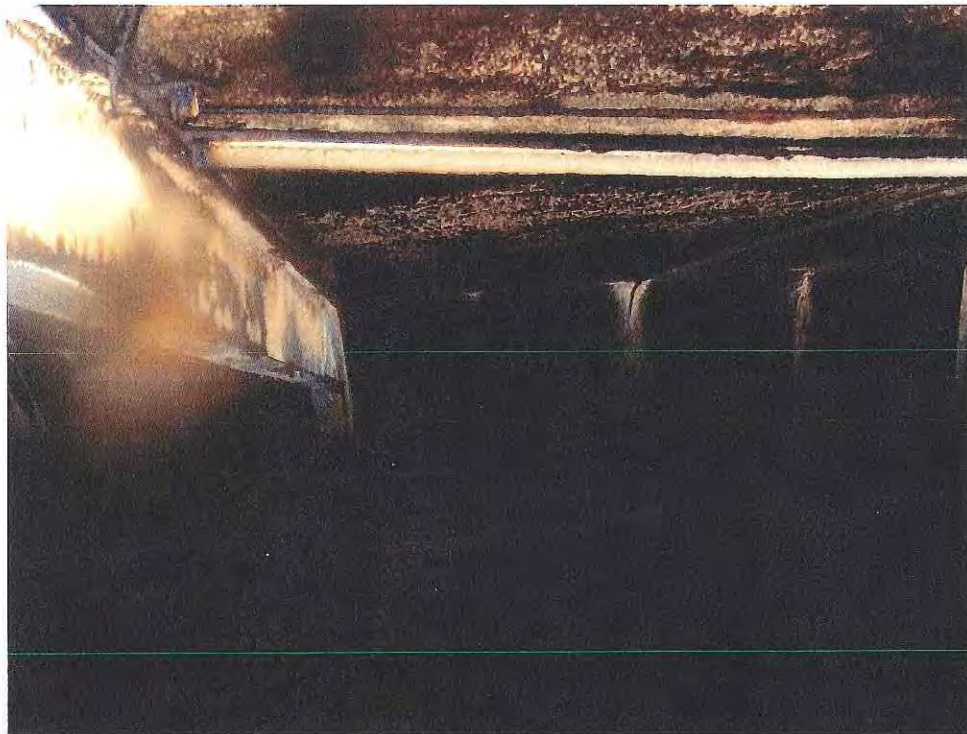


FIGURE 29
Steel Angle Running Between W10 Beams



FIGURE 30
Example of Gap Between Top of Beam and Underside of Roof Plate



FIGURE 31
Typical Roof Plate Condition Near Center of Reservoir



FIGURE 32
Typical Roof Plate Condition Near Center of Reservoir



FIGURE 33
Typical Roof Plate Condition Near Perimeter of Reservoir



FIGURE 34
Typical Roof Plate Condition Near Perimeter of Reservoir



FIGURE 35
Typical Roof Plate Condition Near Perimeter of Reservoir



FIGURE 36
Example of Pitting on Underside of Roof Plate



FIGURE 37
Reservoir with Spiral Access Stairway

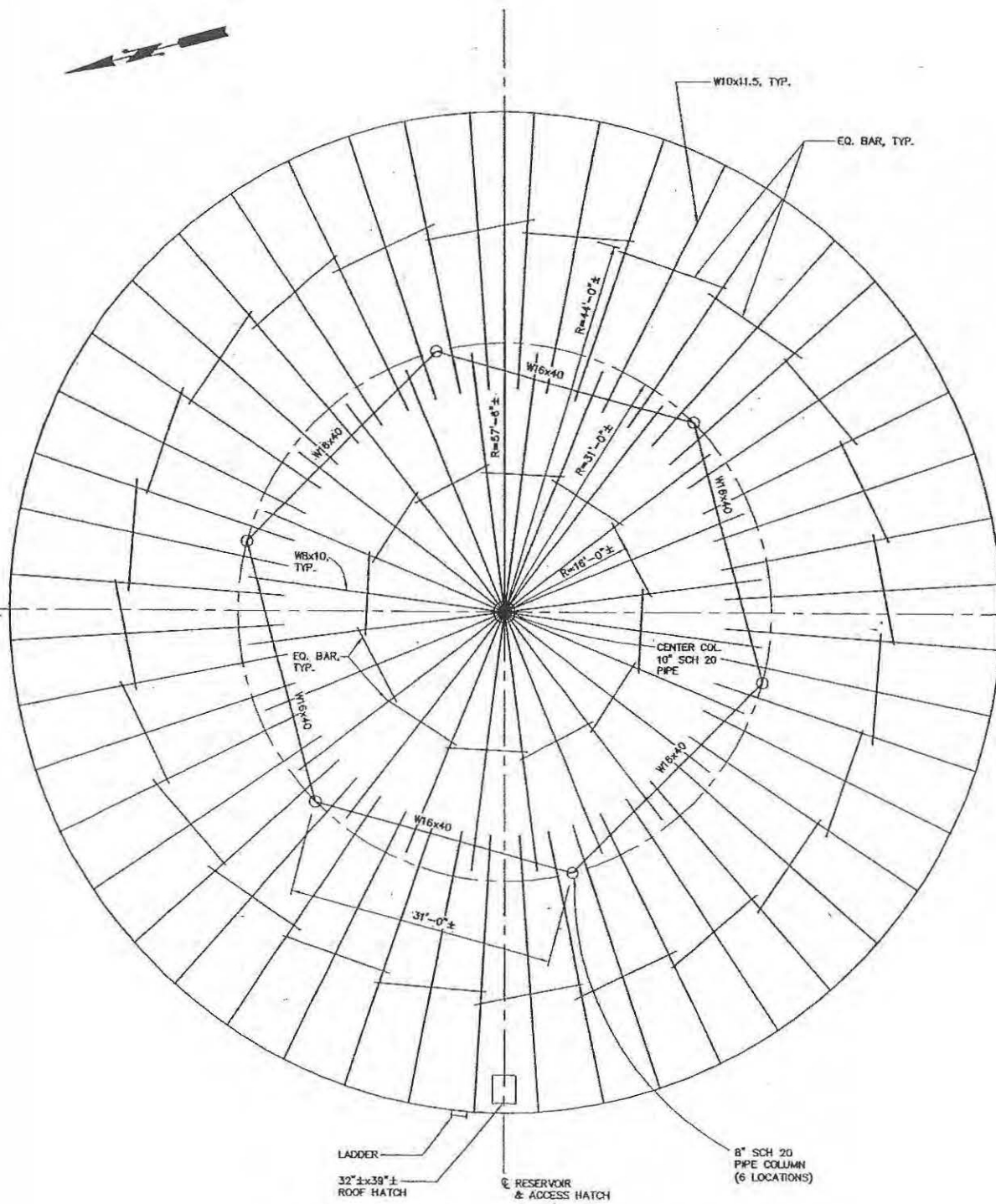


FIGURE 38 - EXISTING ROOF FRAMING PLAN
NOT TO SCALE

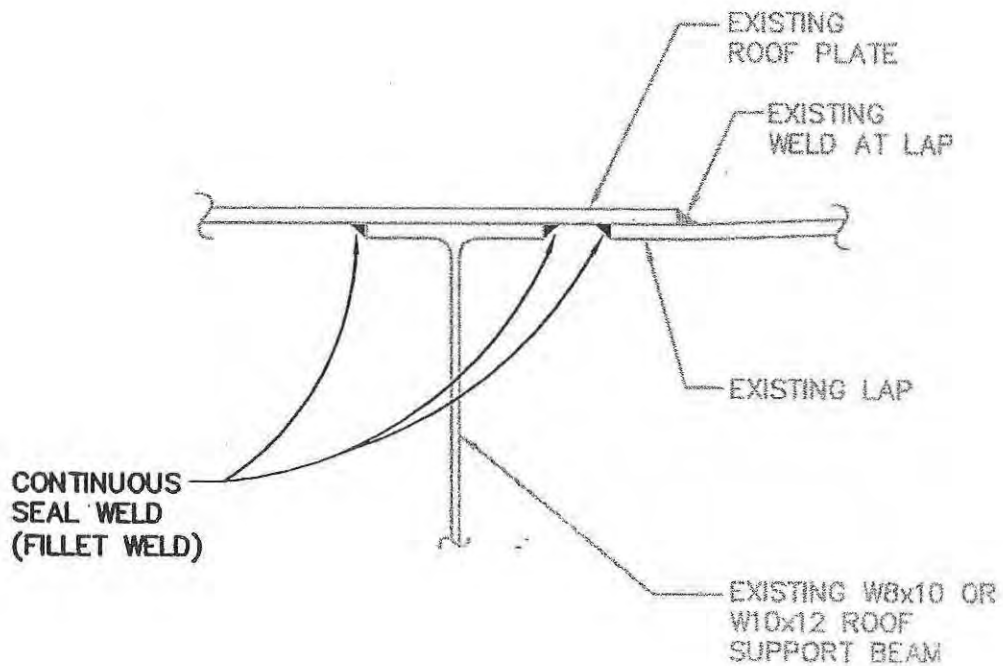


FIGURE 39 - RECOMMENDED REPAIR
AT TOP OF W8 & W10
ROOF SUPPORT BEAMS (SECTION)
NOT TO SCALE

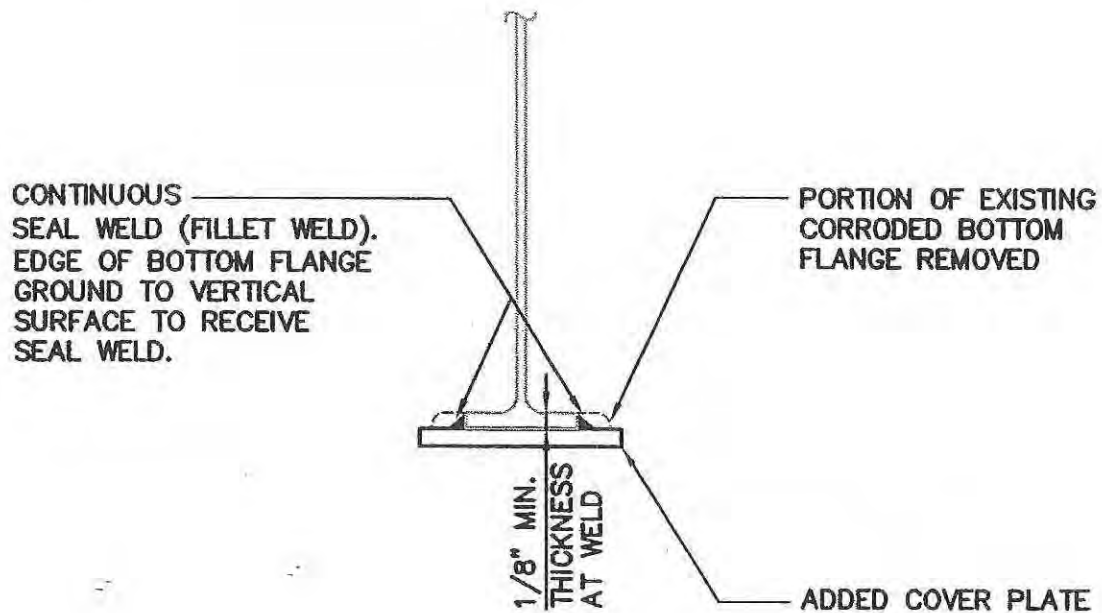


FIGURE 40 - RECOMMENDED REPAIR
AT BOTTOM FLANGE OF W10
ROOF SUPPORT BEAMS (SECTION)
 NOT TO SCALE

APPENDIX C

STRUCTURAL CALCULATIONS

Roof Design

Per AWWA D100-11

Materials

Roof Plate	ASTM A283 Gr. C	Fy =	30.00 ksi
W-Sections	ASTM A36	Fy =	36.00 ksi
Phi for Flexure (LRFD, AISC) =	0.90		
Phi for Shear (LRFD, AISC) =	0.90		

Weights

Roof Plate	7.66 psf	0.19 in thick roof plate (3/16")
W10x12	12.00 plf	outer radial beams (48 total)
W8x10	10.00 plf	inner radial beams (24 total)
W16x40	40.00 plf	girders at intermediate circle of columns

Maximum Spans

roof plate	9.42 ft
W10x12	27.00 ft
W8x10	29.50 ft
W16x40	31.00 ft

Loads

S	25.00 psf	Snow
L	15.00 psf	Roof Live Load (D100-11, Section 3.1.3.2)

Check Roof Plate

$w = D + S$	32.66 plf	
$M = w \cdot L^2 / 10$	289.70 lb-ft/ft	
$S = b \cdot d^2 / 6$	0.07 in ³	
$f_b = M / S$	49.44 ksi	
Fb	15.00 ksi	(Class 1, D100-11 Table 7)
f_b / F_b	3.30	NG

Check W10x12

Tributary Width at outside end:	9.75 ft
Tributary Width at inside end:	4.06 ft

$w_o = 1.2D + 1.6S$	494.14 plf
$w_i = 1.2D + 1.6S$	214.00 plf

$M_u =$	32.26 k-ft
$V_u =$	5.41 k

$\Phi \cdot M_n =$	47.00 k-ft	(D100-11 Sec. 3.6, AISC Table 3-10)
D/C ratio	0.69	OK (roof pl and seal welding will provide cont. bracing)

$\Phi \cdot V_n =$	36.46 ksi	(D100-11 Sec. 3.6, AISC)
--------------------	-----------	--------------------------

D/C ratio 0.15 **OK**

Check W8x10

Tributary Width at outside end: 8.12 ft

Tributary Width at inside end: 0.39 ft

$w_o = 1.2D + 1.6S$ 411.19 plf

$w_i = 1.2D + 1.6S$ 31.32 plf

$M_u =$ 24.07 k-ft

$V_u =$ 4.35 k

$\Phi M_n =$ 32.00 k-ft

D/C ratio 0.75 **OK**

(D100-11 Sec. 3.6, AISC Table 3-10)

(roof pl and seal welding will provide cont. bracing
of top flange)

$\Phi V_n =$ 26.07 ksi

D/C ratio 0.17 **OK**

(D100-11 Sec. 3.6, AISC)

Check W16x40

Approximate the sum of beam point loads as a uniformly distributed load

W10x12 reaction: 4.15 No. of reactions on one girder: 8

W8x10 reaction: 4.35 No. of reactions on one girder: 4

$w_u =$ 1.67 klf

$M_u =$ 200.89 k-ft

$V_u =$ 25.92 k

$\Phi M_n =$ 270.00 k-ft

D/C ratio 0.74 **OK**

(D100-11 Sec. 3.6, AISC Table 3-10)

(beam conns will provide cont. bracing
of top flange)

$\Phi V_n =$ 94.87 ksi

D/C ratio 0.27 **OK**

(D100-11 Sec. 3.6, AISC)

Check Maximum Rafter Spacing

$L = 2575 \sqrt{t} / \sqrt{w_d + w_l} < 84$ (D100-11 Eq. 3-39)

$L =$ 101.43 > 84 Therefore, max rafter spacing should be 84", or 7 ft

Minimum Thickness of parts not in contact with water

Column $KL/r = 1.0 \cdot 41 \cdot 12 / 2.96 =$

166.22 < 175 **OK** (D100-11, Sec. 3.6.1.3)

roof pl = 3/16" = 3/16" min req'd. **OK** (D100-11, Sec. 3.10.2)

Wide Flange Shape or Similar

(W8x10)

b_tf 4
 t_tf 0.205
 t_w 0.17
 b_bf 4
 t_bf 0.15375
 d 7.89

REDUCED BY 25% TO ACCOUNT
FOR CORROSION

Find Center of Gravity - y_{bar}

	Area	dy_bar	A*dy_bar
bot fl	0.615	0.076875	0.047278
web	1.280313	3.919375	5.018025
top fl	0.82	7.7875	6.38575
sum	2.715313		11.45105
		y_bar =	4.217214

Find I

	I of piece	Area	d to CG	A*d^2
bot fl	0.001212	0.615	4.140339	10.54258
web	6.051581	1.280313	0.297839	0.113574
top fl	0.002872	0.82	3.570286	10.45249
sum	6.055664	2.715313		21.10865
		I_total		27.16431

→ $\approx 88\%$ OF $I_{ORIGINAL}$

Find PNA

PNA = 4.522316

Find Z

	Area	dy_bar to PNA	A * dy_bar
bot fl	0.615	4.445441	2.733946
web below PNA	0.742656	2.184283	1.622171
sum	1.357656		4.356118
		y_bar =	3.208557

web above PNA	0.537656	1.581342	0.850218
top fl	0.82	3.265184	2.677451
sum	1.357656		3.527669
		y_bar =	2.598352

sum TOTAL 2.715313

Z = 7.883787 → $\approx 89\%$ OF $Z_{ORIGINAL}$

Wide Flange Shape or Similar

(W10 x 12)

b_tf 4
t_tf 0.21
t_w 0.19
b_bf 4
t_bf 0.1575
d 9.87

REDUCED BY 25% TO ACCOUNT FOR CORROSION

Find Center of Gravity - y_{bar}

	Area	dy_bar	A*dy_bar
bot fl	0.63	0.07875	0.049613
web	1.805475	4.90875	8.862625
top fl	0.84	9.765	8.2026
sum	3.275475		17.11484
		y_bar =	5.225147

Find I

	I of piece	Area	d to CG	A*d^2
bot fl	0.001302	0.63	5.146397	16.6858
web	13.58582	1.805475	0.316397	0.180741
top fl	0.003087	0.84	4.539853	17.31262
sum	13.59021	3.275475		34.17917
		I_total		47.76938

→ $\approx 89\%$ OF $I_{ORIGINAL}$

Find PNA

PNA = 5.461382

Find Z

	Area	dy_bar to PNA	A * dy_bar
bot fl	0.63	5.382632	3.391058
web below PNA	1.007738	2.651941	2.67246
sum	1.637738		6.063518
		y_bar =	3.702375

web above PNA	0.797738	2.099309	1.674698
top fl	0.84	4.303618	3.615039
sum	1.637738		5.289737
		y_bar =	3.229905

sum TOTAL 3.275475

Z = 11.35326 → $\approx 90\%$ OF $Z_{ORIGINAL}$

SEISMIC DESIGN CRITERIA

Project Name = Anacortes

Date = Thu Sep 22 08:54:00 PDT 2011

Conterminous 48 States

2003 NEHRP Seismic Design Provisions

Latitude = 48.49

Longitude = -122.60000000000001

Spectral Response Accelerations S_s and S_1

S_s and S_1 = Mapped Spectral Acceleration Values

Site Class B - $F_a = 1.0$, $F_v = 1.0$

Data are based on a 0.05 deg grid spacing

Period S_a

(sec) (g)

0.2 1.085 (S_s , Site Class B)

1.0 0.374 (S_1 , Site Class B)

Conterminous 48 States

2003 NEHRP Seismic Design Provisions

Latitude = 48.49

Longitude = -122.60000000000001

Spectral Response Accelerations S_M s and S_{M1}

S_M s = $F_a \times S_s$ and $S_{M1} = F_v \times S_1$

Site Class D - $F_a = 1.066$, $F_v = 1.651$

Period S_a

(sec) (g)

0.2 1.156 (S_M s, Site Class D)

1.0 0.618 (S_{M1} , Site Class D)

Conterminous 48 States

2003 NEHRP Seismic Design Provisions

Latitude = 48.49

Longitude = -122.60000000000001

Design Spectral Response Accelerations S_D s and S_{D1}

S_D s = $2/3 \times S_M$ s and $S_{D1} = 2/3 \times S_{M1}$

Site Class D - $F_a = 1.066$, $F_v = 1.651$

Period S_a

(sec) (g)

Owner: City of Anacortes
 Project: Existing 3MG Reservoir
 Subject: Center of Gravity Calcs.

Job #: 11548
 Date: 22-Sep-11
 Comp. By: MJB

Diameter = 115 Tank diameter (ft) s = 19,333.00 Allowable stress (psi) Chptr 14
 H_s = 41 Tank height (ft) E = 1.00 Joint efficiency
 H = 40 Overflow height (ft) G = 1.0 Specific gravity

Shell Number	Shell Height (ft)	h _p (ft)	Thickness (in, AWWA 3.7)	Actual Thickness (in)	Shell Weight (psf)	Total Shell Weight (lbs)	Center of gravity of shell to floor (ft)	Shell Weight * Center of Gravity of Each Shell
		-1.00	-0.015		0.00	0	44.69	0
		-1.00	-0.015		0.00	0	45.69	0
		-1.00	-0.015		0.00	0	45.69	0
		-1.00	-0.015		0.00	0	45.69	0
		-1.00	-0.015		0.00	0	45.69	0
		-1.00	-0.015		0.00	0	45.69	0
		-1.00	-0.015		0.00	0	45.69	0
		-1.00	-0.015		0.00	0	45.69	0
		-1.00	-0.015		0.00	0	45.69	0
		-1.00	-0.015		0.00	0	45.69	0
	3.46	2.46	0.038	0.2500	10.21	12,761	42.23	538,921
4	9.385	11.85	0.183	0.2500	10.21	34,613	32.85	1,136,944
3	9.385	21.23	0.328	0.3290	13.43	45,550	23.46	1,068,728
2	9.385	30.62	0.473	0.4740	19.36	65,626	14.08	923,848
1	9.385	40.00	0.619	0.6250	25.52	86,532	4.69	406,052

Average thickness = 0.3856 in
 Total weight = 245,082 lbs

Sum = 4,074,493
 X_s = 16.63 ft

Job #:
Date:
Comp. By:

11548
22-Sep-11
MJB

$S_s =$	1.09	$F_a =$	1.1	$T_s =$	0.53	$T_L =$	16.00
$S_1 =$	0.37	$F_v =$	1.7	$T_c =$	6.69		
$S_{MS} =$	1.16	$S_{DS} =$	0.77	$C_1 =$	0.0168		
$S_{M1} =$	0.62	$S_{D1} =$	0.41	$B =$	0.6673		
$S_{ai} =$	0.77	(AWWA D100-11 13.2.7.3.1)					
$S_{ac} =$	0.09	(AWWA D100-11 13.2.7.3.2)					
$D/H =$	2.88						
$E =$	1.00	Joint Efficiency (AWWA D100-11, 14.3.2.1)					
$R_1 =$	2.50	Response Modification Factor for a Self-Anchored Tank (AWWA D100-11, Table 28)					
$R_c =$	1.50	Response Modification Factor for a Self-Anchored Tank (AWWA D100-11, Table 28)					
$I =$	1.50	Seismic Use Group III Importance Factor (AWWA D100-11, Table 24)					
$A_1 =$	0.33	Impulsive design acceleration (Eq 13-17, AWWA D100-11)					
$A_c =$	0.07	Convective design acceleration (Eq 13-18, AWWA D100-11)					
$A_v =$	0.11	Vertical design acceleration (AWWA D100-11, 13.5.4.3)					
$G =$	1.00	Specific Gravity					
$D =$	115.00	Diameter of Tank (ft)					
$H =$	40.00	Maximum Depth of Water in Tank (ft)					
$Y' =$	4.31	Convective height confined by insufficient freeboard (ft)					
$H_s =$	41.00	Water height to use for seismic due to insufficient freeboard provided (ft)					

Shell Ring	Water Depth, Y (ft)	Plate Thickness, t (in)	ASTM Steel Type	Hydrostatic Stress, σ_h (KSI)	Allowable Stress, σ_a (KSI)	Yield Stress, σ_y (KSI)	Factor of Safety (σ_a / σ_h)	N_{r1} (kips/in)	N_{r2} (kips/in)	N_{r3} (kips/in)
Top	-1.00	0.000	A36		19.33	36.00		0.535	0.456	6.075
	-1.00	0.000	A36		19.33	36.00		0.535	0.456	6.075
	-1.00	0.000	A36		19.33	36.00		0.535	0.456	6.075
	-1.00	0.000	A36		19.33	36.00		0.535	0.456	6.075
	-1.00	0.000	A36		19.33	36.00		0.535	0.456	6.075
	-1.00	0.000	A36		19.33	36.00		0.535	0.456	6.075
	-1.00	0.000	A36		19.33	36.00		0.535	0.456	6.075
	-1.00	0.000	A36		19.33	36.00		0.535	0.456	6.075
	-1.00	0.000	A36		19.33	36.00		0.535	0.456	6.075
	-1.00	0.000	A36		19.33	36.00		0.535	0.456	6.075
	2.46	0.250	A36		19.33	36.00		1.046	0.913	6.075
4	11.85	0.250	A36	14.167	19.33	36.00	1.36	2.184	2.055	6.075
3	21.23	0.329	A36	19.294	19.33	36.00	1.00	2.961	3.054	6.075
2	30.62	0.474	A36	19.312	19.33	36.00	1.00	3.376	3.910	6.075
Bottom	1	40.00	A36	19.136	19.33	36.00	1.01	3.429	4.622	6.075

Shell Ring	Impulsive Hoop Stress, N_i (kips/in)	Convective Hoop Stress, N_c (kips/in)	Hydrodynamic Stress, σ_s (KSI)	Combined Stress, σ_{com} (KSI)	Seismic Allowable Stress, σ_e (KSI)	Factor of Safety (σ_e / σ_{com})
Top	0.535	0.87853				
	0.535	0.87853				
	0.535	0.87853				
	0.535	0.87853				
	0.535	0.87853				
	0.535	0.87853				
	0.535	0.87853				
	0.535	0.87853				
	0.535	0.87853				
	1.046	0.79963				
4	2.184	0.63265	9.33212	28.65	25.78	0.90
3	2.961	0.52315	9.47652	32.69	25.78	0.79
2	3.376	0.46120	7.57162	29.60	25.78	0.87
Bottom 1	3.429	0.44115	5.98661	27.18	25.78	0.95

CITY OF ANACORTES -
EXISTING 3MG RESERVOIR

REFERENCE

AWWA D100: AWWA Standard for Welded Steel Tanks for Water Storage (2011)

DEFINE TANK DIMENSIONS

Tank Diameter:	$D := 115\text{ft}$
Tank Radius: $r := \frac{D}{2}$	$r = 57.5\text{ft}$
Existing Bolt Circle Radius:	$r_b := r + 6.5\text{in}$
Tank Shell Height:	$H_t := 41\text{ft}$
Required Overflow Height:	$H := 40\text{ft}$
Estimated Roof Weight:	$w_{\text{roof}} := 10.66\text{psf}$

CONVERSIONS

$\text{psi} := \frac{\text{lb}}{\text{in}^2}$	$\text{kip} := 1000\text{lb}$
$\text{plf} := \frac{\text{lb}}{\text{ft}}$	$\text{klf} := \frac{\text{kip}}{\text{ft}}$
$\text{psf} := \frac{\text{lb}}{\text{ft}^2}$	$\text{kcf} := \frac{\text{kip}}{\text{ft}^3}$
$\text{pcf} := \frac{\text{lb}}{\text{ft}^3}$	$\text{ksf} := \frac{\text{kip}}{\text{ft}^2}$
	$\text{ksi} := \frac{\text{kip}}{\text{in}^2}$

CAPACITY OF THE TANK

Height of roof beams:	$h_{\text{bm}} := 10\text{in}$
Floor thickness:	$t_{\text{fl}} := .25\text{in}$
Specific Gravity of Contents:	$G := 1.0$
Density of Water:	$\gamma_w := 62.4\text{pcf}$
Density of Concrete:	$\gamma_{\text{conc}} := 144\text{pcf}$
Density of Soil:	$\gamma_{\text{soil}} := 110\text{pcf}$
Density of Steel:	$\gamma_{\text{steel}} := 490\text{pcf}$
Steel Modulus of Elasticity:	$E_s := 29000000\text{psi}$

$$V := \left[H \cdot \pi \cdot \frac{D^2}{4} \cdot \left(7.48 \frac{\text{gal}}{\text{ft}^3} \right) \right]$$

$$V = 3107757.7 \text{ gal}$$

CITY OF ANACORTES -
EXISTING 3MG RESERVOIR

ALLOWABLE STRESSES

A36 steel

Yield:

$$\sigma_{Ay} := 36000 \text{ psi}$$

Tension (AWWA D100, Table 5):

$$\sigma_{At} := 18000 \text{ psi}$$

Compression (AWWA D100, Table 6):

$$\sigma_{Ac} := 18000 \text{ psi}$$

SEISMIC DESIGN CRITERIA

MCE spectral response
acceleration @ 0.2 sec:

$$S_s := 1.085$$

USGS maps (Site Class D assumed, typical)

MCE spectral response
acceleration @ 1.0 sec:

$$S_1 := .374$$

USGS maps

Short-period site coeff. @ 0.2 sec:

$$F_a := 1.066$$

USGS maps

Long-period site coeff. @ 1.0 sec:

$$F_v := 1.651$$

USGS maps

Response modification coefficient
for flat-bottom tank:

Impulsive component:

$$R_i := 2.5$$

AWWA D100 Table 28

Convective component:

$$R_c := 1.5$$

Seismic Use Group III Importance
Factor:

$$I_E := 1.5$$

Assumed

CALCULATE SEISMIC DESIGN FACTORS

AWWA D100 Eq. 13-5:

$$S_{MS} := F_a \cdot S_s$$

$$S_{MS} = 1.16$$

AWWA D100 Eq. 13-6:

$$S_{M1} := F_v \cdot S_1$$

$$S_{M1} = 0.62$$

AWWA D100 Eq. 13-7:

$$S_{DS} := \frac{2}{3} \cdot S_{MS}$$

$$S_{DS} = 0.77$$

AWWA D100 Eq. 13-8:

$$S_{D1} := \frac{2}{3} \cdot S_{M1}$$

$$S_{D1} = 0.41$$

AWWA D100 Section 13.2.7.3.1
and 13.5.1:

$$T_s := \frac{S_{D1}}{S_{DS}}$$

$$T_s = 0.53$$

CITY OF ANACORTES - EXISTING 3MG RESERVOIR

Owner: City of Anacortes Job #: 11548
 Project: Existing 3MG Reservoir Date: 22-Sep-11
 Subject: Center of Gravity Calcs. Comp. By: MJB

Diameter = 115 Tank diameter (ft) s = 19,333.00 Allowable stress (psi) Chptr 14
 H_s = 41 Tank height (ft) E = 1.00 Joint efficiency
 H = 40 Overflow height (ft) G = 1.0 Specific gravity

Shell Number	Shell Height (ft)	h_p (ft)	Thickness (in, AWWA 3.7)	Actual Thickness (in)	Shell Weight (psf)	Total Shell Weight (lbs)	Center of gravity of shell to floor (ft)	Shell Weight * Center of Gravity of Each Shell
		-1.00	-0.015		0.00	0	44.69	0
		-1.00	-0.015		0.00	0	45.69	0
		-1.00	-0.015		0.00	0	45.69	0
		-1.00	-0.015		0.00	0	45.69	0
		-1.00	-0.015		0.00	0	45.69	0
		-1.00	-0.015		0.00	0	45.69	0
		-1.00	-0.015		0.00	0	45.69	0
		-1.00	-0.015		0.00	0	45.69	0
		-1.00	-0.015		0.00	0	45.69	0
		-1.00	-0.015		0.00	0	45.69	0
	3.46	2.46	0.038	0.2500	10.21	12,761	42.23	538,921
4	9.385	11.85	0.183	0.2500	10.21	34,613	32.85	1,136,944
3	9.385	21.23	0.328	0.3290	13.43	45,550	23.46	1,068,728
2	9.385	30.62	0.473	0.4740	19.36	65,626	14.08	923,848
1	9.385	40.00	0.619	0.6250	25.52	86,532	4.69	406,052

Average thickness = 0.3856 in Sum = 4,074,493
 Total weight = 245,082 lbs X_s = 16.63 ft

See center of gravity calcs: $X_s := 16.63\text{ft}$

Average shell thickness: $t_s := .3856\text{in}$

Thickness of bottom shell: $t := .625\text{in}$

Design spectral response acceleration for impulsive components (AWWA D100 Eq. 13-9): $S_{ai} := S_{DS}$

Impulsive design acceleration (AWWA D100 Eq. 13-17): $A_i := \max\left(\frac{0.36S_1 I_E}{R_i}, \frac{S_{ai} I_E}{1.4R_i}\right)$ $A_i = 0.33$

CITY OF ANACORTES -
EXISTING 3MG RESERVOIR

DETERMINE 1st MODE SLOSHING WAVE PERIOD T_c

1st modes sloshing wave period
AWWA D100 Eq. 13-22):

$$T_c := 2 \cdot \pi \cdot \sqrt{\frac{D}{3.68 \cdot g \cdot \tanh\left(\frac{3.68 \cdot H}{D}\right)}}$$

$$T_c = 6.69 \text{ s}$$

Region-dependent transition
period (AWWA D100 Fig. 19):

$$T_L := 16 \text{ sec}$$

Spectral Acceleration of the
sloshing liquid (AWWA D100
Eq. 13-12 & 13):

$$S_{ac} := \begin{cases} T_c > T_L, & \frac{1.5 T_L \cdot S_{D1} \cdot 1 \text{ sec}}{T_c^2}, & \frac{1.5 \cdot S_{D1} \cdot 1 \text{ sec}}{T_c} \end{cases}$$

$$S_{ac} = 0.092$$

DETERMINE WAVE HEIGHT AND REQUIRED OVERFLOW HEIGHT

For Seismic Use Group III, the freeboard shall be d (AWWA D100, Section 13.5.4.4)

Convective design
acceleration for sloshing
(AWWA D100 Eq. 13-55 &
56):

$$A_f := \begin{cases} T_c > T_L, & \frac{1.5 T_L \cdot S_{D1} \cdot 1 \text{ sec}}{T_c^2}, & \frac{1.5 \cdot S_{D1} \cdot 1 \text{ sec}}{T_c} \end{cases}$$

$$A_f = 0.09$$

Sloshing wave height
(AWWA D100, Eq. 13-52):

$$d := 0.5 \cdot D \cdot A_f$$

$$d = 5.31 \cdot \text{ft}$$

Freeboard Provided:

$$h_{\text{freebrd}} := H_t - H = 1 \text{ ft}$$

EXAMPLE HOOP STRESSES FOR THE TANK SHELLS (See attached spreadsheet for calculations on all shells)

Y is the depth of water on the shell:

$$Y := 30.62 \text{ ft} = 30.62 \text{ ft}$$

H_s is the equivalent total water height to use for impulsive water forces for the seismic load combination due to insufficient freeboard:

$$H_s := \min(40 \text{ ft} + 4.31 \text{ ft}, H_t) = 41 \text{ ft}$$

Y_s is the equivalent water height on the shell to use for hydrostatic and impulsive water forces for the seismic load combination due to insufficient freeboard:

$$Y_s := Y + 4.31 \text{ ft} = 34.93 \text{ ft}$$

Shell thickness:

$$t_p := .474 \text{ in}$$

Joint efficiency:

$$E := .85$$

Hydrostatic hoop stress:

$$\sigma_h := \frac{2.6 \text{ psf} \cdot Y_s \cdot D \cdot G}{t_p \cdot E} \cdot \frac{1}{1 \text{ in}}$$

$$\sigma_h = 25.92 \cdot \text{ksi}$$

CITY OF ANACORTES -
EXISTING 3MG RESERVOIR

Impulsive hoop stress (AWWA D100, Eqs. 13-43, 13-44, and 13-45):

$$N_{i1} := 4.5 \frac{\text{lb}}{\text{in}} \cdot A_i \cdot G \cdot \frac{D}{1\text{ft}} \cdot \frac{H_s}{1\text{ft}} \left[\frac{Y_s}{H_s} - 0.5 \cdot \left(\frac{Y_s}{H_s} \right)^2 \right] \cdot \tanh \left(0.866 \cdot \frac{D}{H_s} \right) \quad N_{i1} = 3.38 \cdot \frac{\text{kip}}{\text{in}}$$

$$N_{i2} := 2.77 \frac{\text{lb}}{\text{in}} \cdot A_i \cdot G \cdot \left(\frac{D}{1\text{ft}} \right)^2 \left[\frac{Y_s}{0.75 \cdot D} - 0.5 \cdot \left(\frac{Y_s}{0.75 \cdot D} \right)^2 \right] \quad N_{i2} = 3.91 \cdot \frac{\text{kip}}{\text{in}}$$

$$N_{i3} := 1.39 \frac{\text{lb}}{\text{in}} \cdot A_i \cdot G \cdot \left(\frac{D}{1\text{ft}} \right)^2 \quad N_{i3} = 6.07 \cdot \frac{\text{kip}}{\text{in}}$$

$$N_i := \text{if} \left(\frac{D}{H_s} < 1.33, \text{if} (Y_s < 0.75 \cdot D, N_{i2}, N_{i3}), N_{i1} \right) \quad N_i = 3.38 \cdot \frac{\text{kip}}{\text{in}}$$

Convective hoop stress (AWWA D100, Eq. 13-46):

Convective design acceleration (AWWA D100 Eq. 13-18): $A_c := \frac{S_{ac} \cdot I_E}{1.4 \cdot R_c} \quad A_c = 0.07$

$$N_c := \frac{0.98 \frac{\text{lb}}{\text{in}} \cdot A_c \cdot G \cdot \left(\frac{D}{1\text{ft}} \right)^2 \cdot \cosh \left[\frac{3.68 \cdot (H - Y)}{D} \right]}{\cosh \left(\frac{3.68 \cdot H}{D} \right)} \quad N_c = 0.461 \cdot \frac{\text{kip}}{\text{in}}$$

Vertical design acceleration (AWWA D100 Section 13.5.4.3): $A_v := (0.14 \cdot S_{DS}) \quad A_v = 0.11$

Hydrostatic hoop tensile force (AWWA D100, Section 13.5.4.2.3): $N_h := 2.6 \frac{\text{lb}}{\text{ft}^2 \cdot \text{in}} \cdot G \cdot Y_s \cdot D \quad N_h = 10444.07 \cdot \frac{\text{lb}}{\text{in}}$

Hydrodynamic hoop stress (AWWA D100, Eq. 13-42): $\sigma_s := \frac{\sqrt{N_i^2 + N_c^2 + (N_h \cdot A_v)^2}}{t_p} \quad \sigma_s = 7.57 \cdot \text{ksi}$

Combined hoop stress: $\sigma_{com} := \sigma_h + \sigma_s \quad \sigma_{com} = 33.49 \cdot \text{ksi}$

CITY OF ANACORTES - EXISTING 3MG RESERVOIR

DETERMINE APPROXIMATE WEIGHTS

Roof weight: $W_r := \left(\frac{\pi \cdot D^2}{4} \cdot \gamma_{\text{roof}} \right)$ $W_r = 110.7 \cdot \text{kip}$

Shell weight: $W_s := \pi \cdot D \cdot t_s \cdot H_t \cdot \gamma_{\text{steel}}$ $W_s = 233.2 \cdot \text{kip}$

Floor weight: $W_{fl} := \frac{\pi \cdot D^2}{4} \cdot t_{fl} \cdot \gamma_{\text{steel}}$ $W_{fl} = 106 \cdot \text{kip}$

Water weight: $W_T := \gamma_w \cdot H \cdot \frac{\pi \cdot D^2}{4}$ $W_T = 25926 \cdot \text{kip}$

CALCULATE W_1, X_1, W_2, X_2

Weight of effective mass that moves in unison with tank shell (AWWA D100 Eq. 13-24): $W_i := \text{if} \left[\frac{D}{H_s} > \frac{4}{3}, \frac{\tanh \left(.866 \cdot \frac{D}{H_s} \right) \cdot W_T}{.866 \cdot \frac{D}{H_s}}, \left(1 - .218 \cdot \frac{D}{H_s} \right) \cdot W_T \right]$ $W_i = 10508.8 \cdot \text{kip}$

Weight of effective mass of 1st sloshing mode (AWWA D100 Eq. 13-26): $W_c := .23 \left(\frac{D}{H} \right) \cdot \tanh \left(\frac{3.67 \cdot H}{D} \right) \cdot W_T$ $W_c = 14667.1 \cdot \text{kip}$

Height to center of mass W_i (AWWA D100 Eq. 13-28 & 29): $X_i := \text{if} \left[\frac{D}{H_s} > \frac{4}{3}, \frac{3}{8} \cdot H_s, \left(.5 - \frac{3}{32} \cdot \frac{D}{H_s} \right) \cdot H_s \right]$ $X_i = 15.4 \text{ ft}$

Height to effective mass W_c (AWWA D100 Eq. 13-30): $X_c := \left(1 - \frac{\cosh \left(\frac{3.67 \cdot H}{D} \right) - 1}{\frac{3.67 \cdot H}{D} \cdot \sinh \left(\frac{3.67 \cdot H}{D} \right)} \right) \cdot H$ $X_c = 22.3 \text{ ft}$

DETERMINE SEISMIC BASE SHEAR, V_{act}

Lateral base shear (AWWA D100 Eq. 13-31):

$V_f := \sqrt{[A_i \cdot (W_s + W_r + W_{fl} + W_i)]^2 + (A_c \cdot W_c)^2}$ $V_f = 3748 \cdot \text{kip}$

PERCENT OF TOTAL WEIGHT

Percent := $\left(\frac{V_f}{W_r + W_s + W_{fl} + W_T} \right) \cdot 100$ $\text{Percent} = 14.2 \%$
< 33% (sliding friction)

CITY OF ANACORTES - EXISTING 3MG RESERVOIR

DETERMINE SEISMIC OVERTURNING MOMENT, M

Overturning moment at bottom of shell (AWWA D100 Eq. 13-23):

$$M_s := \sqrt{[A_i \cdot (W_s \cdot X_s + W_r \cdot H_t + W_l \cdot X_l)]^2 + (A_c \cdot W_c \cdot X_c)^2} \quad M_s = 60183 \cdot \text{ft} \cdot \text{kip}$$

CHECK FOR UPLIFT OF THE TANK SHELL

Thickness & grade of bot. plate: $t_b := .25 \text{ in}$ $\sigma_{by} := 30 \text{ ksi}$

Weight of tank contents per foot of shell (AWWA D100, Eq. 13-37): $w_L := 7.9 \frac{\text{lb} \cdot 5}{\text{ft} \cdot 1.5} \cdot t_b \cdot \sqrt{\sigma_{by} \cdot H \cdot G}$ $w_L = 2163.5 \cdot \text{plf}$

Roof load acting on the shell: $w_{rs} := \frac{0.42 W_r}{\pi \cdot D}$ (Factor of 0.42 applied to approximate reduction for center columns) $w_{rs} = 128.72 \cdot \text{plf}$

Weight of tank shell & roof per foot of shell (AWWA D100, Eq. 13-41): $w_t := \frac{W_s}{\pi \cdot D} + w_{rs}$ $w_t = 774.28 \cdot \text{plf}$

Uplift calculation (AWWA D100 Eq. 13-36): $J := \frac{M_s}{D^2 \cdot [w_t \cdot (1 - 0.4 \cdot A_v) + w_L]}$ $J = 1.57$

J is within 2% of 1.54, therefore OK - tank is self-anchored.

CHECK FOR COMPRESSION BUCKLING OF THE TANK SHELL (AWWA)

For Class 2 materials,
Thickness-to-radius ratio (AWWA D100, Section 3.4.2): $\text{ratio} := \frac{t}{r}$ $\text{ratio} = 0.000906$

Allowable compression stress (AWWA D100, Table 11): $F_L := 1639 \text{ psi}$

$$\sigma_a := F_L$$

Actual compressive force at bottom of shell for $0.785 < J < 1.54$ (AWWA D100, Eq. 13-40): $\sigma_c := \left[\frac{w_t \cdot (1 + 0.4 \cdot A_v) + w_L}{(0.607 - 0.18667 \cdot 1.54^{2.3})} - w_L \right] \cdot \frac{1}{t}$ $\sigma_c = 3.56 \cdot \text{ksi}$

Calculations for allowable compression stress, (AWWA 13.5.4.2.4)

$$P := H \cdot \gamma_w$$

$$\frac{P}{E_s} \cdot \left(\frac{r}{t} \right)^2 = 0.73$$

CITY OF ANACORTES -
EXISTING 3MG RESERVOIR

$$\Delta C_c := \text{if} \left[\frac{P}{E_s} \cdot \left(\frac{r}{t} \right)^2 < 0.064, 0.72 \cdot \left[\frac{P}{E_s} \cdot \left(\frac{r}{t} \right)^2 \right]^{0.84}, \min \left[0.045 \cdot \ln \left[\frac{P}{E_s} \cdot \left(\frac{r}{t} \right)^2 + 0.0018 \right] + 0.194, 0.22 \right] \right]$$

$$\Delta C_c = 0.18$$

$$\Delta \sigma_{cr} := \frac{\Delta C_c \cdot E_s \cdot t}{r} = 4724.47 \cdot \text{psi}$$

Allowable compressive stress
increase by 33% for seismic
loading, for self-anchored tanks
(AWWA D100, Eq. 13-47):

$$\sigma_e := 1.333 \cdot \left(\sigma_a + \frac{\Delta \sigma_{cr}}{2} \right)$$

$$\sigma_e = 5.33 \cdot \text{ksi}$$

Compression buckling factor of
safety:

$$FS_c := \frac{\sigma_e}{\sigma_c}$$

$$FS_c = 1.5$$

OK

Job #: 11548
Date: 22-Sep-11
Comp. By: MJB

Diameter =	115	Tank diameter (ft)	s =	19,333.00	Allowable stress (psi)
H _s =	41	Tank height (ft)	E =	1.00	Joint efficiency
H =	35	Overflow height (ft)	G =	1.0	Specific gravity

Shell Number	Shell Height (ft)	h_p (ft)	Thickness (in, AWWA 3.7)	Actual Thickness (in)	Shell Weight (psf)	Total Shell Weight (lbs)	Center of gravity of shell to floor (ft)	Shell Weight * Center of Gravity of Each Shell
		-6.00	-0.093		0.00	0	39.69	0
		-6.00	-0.093		0.00	0	45.69	0
		-6.00	-0.093		0.00	0	45.69	0
		-6.00	-0.093		0.00	0	45.69	0
		-6.00	-0.093		0.00	0	45.69	0
		-6.00	-0.093		0.00	0	45.69	0
		-6.00	-0.093		0.00	0	45.69	0
		-6.00	-0.093		0.00	0	45.69	0
		-6.00	-0.093		0.00	0	45.69	0
		-6.00	-0.093		0.00	0	45.69	0
	3.46	-2.54	-0.039	0.2500	10.21	12,761	42.23	538,921
4	9.385	6.85	0.106	0.2500	10.21	34,613	32.85	1,136,944
3	9.385	16.23	0.251	0.3290	13.43	45,550	23.46	1,068,728
2	9.385	25.62	0.396	0.4740	19.36	65,626	14.08	923,848
1	9.385	35.00	0.541	0.6250	25.52	86,532	4.69	406,052

Average thickness =	0.3856	in
Total weight =	245,082	lbs

$$\begin{aligned} \text{Sum} &= 4,074,493 \\ X_s &= 16.63 \text{ ft} \end{aligned}$$

Owner:
Project:
Subject:

City of Anacortes
Existing 3MG Reservoir
Hoop Stresses per AWWA D100-11 - Reduced Water Level

Job #:
Date:
Comp. By:

11548
22-Sep-11
MJB

$S_s = 1.09$ $F_a = 1.1$ $T_s = 0.53$ $T_L = 16.00$
 $S_1 = 0.37$ $F_v = 1.7$ $T_c = 6.89$
 $S_{MS} = 1.16$ $S_{DS} = 0.77$ $C_1 = 0.0158$
 $S_{M1} = 0.62$ $S_{D1} = 0.41$ $B = 0.6673$
 $S_{a1} = 0.77$ (AWWA D100-11 13.2.7.3.1)
 $S_{a2} = 0.09$ (AWWA D100-11 13.2.7.3.2)
 $D/H = 3.29$
 $E = 1.00$ Joint Efficiency (Table 15, AWWA D100-11)
 $R_1 = 2.50$ Response Modification Factor for a Self-Anchored Tank (AWWA D100-11, Table 28)
 $R_c = 1.50$ Response Modification Factor for a Self-Anchored Tank (AWWA D100-11, Table 28)
 $I = 1.50$ Seismic Use Group III Importance Factor (AWWA D100-11, Table 24)
 $A_1 = 0.33$ Impulsive design acceleration (Eq 13-17, AWWA D100-11)
 $A_c = 0.06$ Convective design acceleration (Eq 13-18, AWWA D100-11)
 $A_v = 0.11$ Vertical design acceleration (AWWA D100-11, 13.5.4.3)
 $G = 1.00$ Specific Gravity
 $D = 115.00$ Diameter of Tank (ft)
 $H = 35.00$ Maximum Depth of Water in Tank (ft)

Shell Ring	Water Depth, Y (ft)	Plate Thickness, t (in)	ASTM Steel Type	Hydrostatic Stress, σ_h (KSI)	Allowable Stress, σ_a (KSI)	Yield Stress, σ_y (KSI)	Factor of Safety (σ_a / σ_h)	N_1 (kips/in)	N_2 (kips/in)	N_3 (kips/in)
Top	-6.00	0.000	A36		19.33	36.00		-1.107	-0.871	6.075
	-6.00	0.000	A36		19.33	36.00		-1.107	-0.871	6.075
	-6.00	0.000	A36		19.33	36.00		-1.107	-0.871	6.075
	-6.00	0.000	A36		19.33	36.00		-1.107	-0.871	6.075
	-6.00	0.000	A36		19.33	36.00		-1.107	-0.871	6.075
	-6.00	0.000	A36		19.33	36.00		-1.107	-0.871	6.075
	-6.00	0.000	A36		19.33	36.00		-1.107	-0.871	6.075
	-6.00	0.000	A36		19.33	36.00		-1.107	-0.871	6.075
	-6.00	0.000	A36		19.33	36.00		-1.107	-0.871	6.075
	-6.00	0.000	A36		19.33	36.00		-1.107	-0.871	6.075
	-2.54	0.250	A36		19.33	36.00		-0.447	-0.362	6.075
4	6.85	0.250	A36	8.187	19.33	36.00	2.36	1.049	0.923	6.075
3	16.23	0.329	A36	14.750	19.33	36.00	1.31	2.118	2.064	6.075
2	25.62	0.474	A36	16.158	19.33	36.00	1.20	2.759	3.061	6.075
Bottom	35.00	0.625	A36	16.744	19.33	36.00	1.15	2.973	3.916	6.075

Shell Ring	Impulsive Hoop Stress, N_1 (kips/in)	Convective Hoop Stress, N_c (kips/in)	Hydrodynamic Stress, σ_s (KSI)	Combined Stress, σ_{com} (KSI)	Seismic Allowable Stress, σ_e (KSI)	Factor of Safety (σ_e / σ_{com})
Top	-1.107	0.97471				
	-1.107	0.97471				
	-1.107	0.97471				
	-1.107	0.97471				
	-1.107	0.97471				
	-1.107	0.97471				
	-1.107	0.97471				
	-1.107	0.97471				
	-1.107	0.97471				
	-1.107	0.97471				
	-0.447	0.88718				
4	1.049	0.70191	5.12548	13.31	25.78	1.94
3	2.118	0.58043	6.86137	21.61	25.78	1.19
2	2.759	0.51169	6.17126	22.33	25.78	1.15
Bottom	2.973	0.48945	5.14794	21.89	25.78	1.18

CITY OF ANACORTES -
EXISTING 3MG RESERVOIR

REFERENCE

AWWA D100: AWWA Standard for Welded Steel Tanks for Water Storage (2011)

DEFINE TANK DIMENSIONS

Tank Diameter: $D := 115\text{ft}$

Tank Radius: $r := \frac{D}{2}$ $r = 57.5\text{ft}$

Existing Bolt Circle Radius: $r_b := r + 6.5\text{in}$

Tank Shell Height: $H_t := 41\text{ft}$

Required Overflow Height: $H := 35\text{ft}$

Estimated Roof Weight: $w_{\text{roof}} := 10.66\text{psf}$

CONVERSIONS

$\text{psi} := \frac{\text{lb}}{\text{in}^2}$ $\text{kip} := 1000\text{lb}$

$\text{plf} := \frac{\text{lb}}{\text{ft}}$ $\text{klf} := \frac{\text{kip}}{\text{ft}}$

$\text{psf} := \frac{\text{lb}}{\text{ft}^2}$ $\text{kcf} := \frac{\text{kip}}{\text{ft}^3}$

$\text{pcf} := \frac{\text{lb}}{\text{ft}^3}$ $\text{ksf} := \frac{\text{kip}}{\text{ft}^2}$

$\text{ksi} := \frac{\text{kip}}{\text{in}^2}$

CAPACITY OF THE TANK

Height of roof beams: $h_{\text{bm}} := 10\text{in}$

Floor thickness: $t_{\text{fl}} := .25\text{in}$

Specific Gravity of Contents: $G := 1.0$

Density of Water: $\gamma_w := 62.4\text{pcf}$

Density of Concrete: $\gamma_{\text{conc}} := 144\text{pcf}$

Density of Soil: $\gamma_{\text{soil}} := 110\text{pcf}$

Density of Steel: $\gamma_{\text{steel}} := 490\text{pcf}$

Steel Modulus of Elasticity: $E_s := 29000000\text{psi}$

$$V := \left[H \cdot \pi \cdot \frac{D^2}{4} \cdot \left(7.48 \frac{\text{gal}}{\text{ft}^3} \right) \right]$$

$$V = 2719287.99 \text{ gal}$$

CITY OF ANACORTES -
EXISTING 3MG RESERVOIR

ALLOWABLE STRESSES

A36 steel

Yield:

$$\sigma_{Ay} := 36000 \text{ psi}$$

Tension (AWWA D100, Table 5):

$$\sigma_{At} := 18000 \text{ psi}$$

Compression (AWWA D100, Table 6):

$$\sigma_{Ac} := 18000 \text{ psi}$$

SEISMIC DESIGN CRITERIA

MCE spectral response
acceleration @ 0.2 sec:

$$S_s := 1.085$$

Geotechnical Report USGS maps (Site Class D
assumed, typical)

MCE spectral response
acceleration @ 1.0 sec:

$$S_1 := .374$$

USGS maps

Short-period site coeff. @ 0.2 sec:

$$F_a := 1.066$$

USGS maps

Long-period site coeff. @ 1.0 sec:

$$F_v := 1.651$$

USGS maps

Response modification coefficient
for flat-bottom tank:

Impulsive component:

$$R_i := 2.5$$

AWWA D100 Table 28

Convective component:

$$R_c := 1.5$$

Seismic Use Group III Importance
Factor:

$$I_E := 1.5$$

Assumed

CALCULATE SEISMIC DESIGN FACTORS

AWWA D100 Eq. 13-5:

$$S_{MS} := F_a \cdot S_s$$

$$S_{MS} = 1.16$$

AWWA D100 Eq. 13-6:

$$S_{M1} := F_v \cdot S_1$$

$$S_{M1} = 0.62$$

AWWA D100 Eq. 13-7:

$$S_{DS} := \frac{2}{3} \cdot S_{MS}$$

$$S_{DS} = 0.77$$

AWWA D100 Eq. 13-8:

$$S_{D1} := \frac{2}{3} \cdot S_{M1}$$

$$S_{D1} = 0.41$$

AWWA D100 Section 13.2.7.3.1:

$$T_s := \frac{S_{D1}}{S_{DS}}$$

$$T_s = 0.53$$

CITY OF ANACORTES - EXISTING 3MG RESERVOIR

Owner: City of Anacortes
Project: Existing 3MG Reservoir
Subject: Center of Gravity Calcs. -Reduced Water Level

Job #: 11548
Date: 22-Sep-11
Comp. By: MJB

Diameter = 115 Tank diameter (ft) $s = 18,000.00$ Allowable stress (psi)
 $H_s = 41$ Tank height (ft) $E = 0.85$ Joint efficiency
 $H = 34$ Overflow height (ft) $G = 1.0$ Specific gravity

Shell Number	Shell Height (ft)	h_p (ft)	Thickness (in, AWWA 3.7)	Actual Thickness (in)	Shell Weight (psf)	Total Shell Weight (lbs)	Center of gravity of shell to floor (ft)	Shell Weight * Center of Gravity of Each Shell
		0.00	0.000		0.00	0	45.69	0
		0.00	0.000		0.00	0	45.69	0
		0.00	0.000		0.00	0	45.69	0
		0.00	0.000		0.00	0	45.69	0
		0.00	0.000		0.00	0	45.69	0
		0.00	0.000		0.00	0	45.69	0
		0.00	0.000		0.00	0	45.69	0
		0.00	0.000		0.00	0	45.69	0
		0.00	0.000		0.00	0	45.69	0
		0.00	0.000		0.00	0	45.69	0
		0.00	0.000		0.00	0	45.69	0
	3.46	3.46	0.068	0.2500	10.21	12,761	42.23	538,921
4	9.385	12.85	0.251	0.2500	10.21	34,613	32.85	1,136,944
3	9.385	22.23	0.434	0.3290	13.43	45,550	23.46	1,068,728
2	9.385	31.62	0.618	0.4740	19.36	65,626	14.08	923,848
1	9.385	41.00	0.801	0.6250	25.52	86,532	4.69	406,052

Average thickness = 0.3856 in Sum = 4,074,493
Total weight = 245,082 lbs $X_s = 16.63$ ft

See center of gravity calcs: $X_s := 16.63\text{ft}$

Average shell thickness: $t_s := 0.3856\text{in}$

Thickness of bottom shell: $t := .625\text{in}$

Design spectral response
acceleration for impulsive
components
(AWWA D100 Eq. 13-9): $S_{ai} := S_{DS}$

Impulsive design acceleration
(AWWA D100 Eq. 13-17): $A_i := \max\left(\frac{0.36S_1 I_E}{R_i}, \frac{S_{ai} I_E}{1.4R_i}\right)$ $A_i = 0.33$

CITY OF ANACORTES - EXISTING 3MG RESERVOIR

DETERMINE 1st MODE SLOSHING WAVE PERIOD T_c

1st modes sloshing wave period
AWWA D100 Eq. 13-22):

$$T_c := 2 \cdot \pi \cdot \sqrt{\frac{D}{3.68 \cdot g \cdot \tanh\left(\frac{3.68 \cdot H}{D}\right)}}$$

$$T_c = 6.89 \text{ s}$$

Region-dependent transition
period (AWWA D100 Fig. 19):

$$T_L := 16 \text{ sec}$$

Spectral Acceleration of the
sloshing liquid (AWWA D100
Eq. 13-12 & 13):

$$S_{ac} := \text{if} \left(T_c > T_L, \frac{1.5 T_L \cdot S_{D1} \cdot 1 \text{ sec}}{T_c^2}, \frac{1.5 \cdot S_{D1} \cdot 1 \text{ sec}}{T_c} \right)$$

$$S_{ac} = 0.09$$

DETERMINE WAVE HEIGHT AND REQUIRED OVERFLOW HEIGHT

For Seismic Use Group III, the freeboard shall be d (AWWA D100, Section 13.5.4.4)

Convective design
acceleration for sloshing
(AWWA D100 Eq. 13-55 &
56):

$$A_f := \text{if} \left(T_c > T_L, \frac{1.5 T_L \cdot S_{D1} \cdot 1 \text{ sec}}{T_c^2}, \frac{1.5 \cdot S_{D1} \cdot 1 \text{ sec}}{T_c} \right)$$

$$A_f = 0.09$$

Sloshing wave height
(AWWA D100, Eq. 13-52):

$$d := 0.5 \cdot D \cdot A_f$$

$$d = 5.15 \text{ ft}$$

Required overflow height:

$$H_{req} := H_t - d - h_{bm}$$

$$H_{req} = 35 \text{ ft}$$

THEREFORE H=35 OK

EXAMPLE HOOP STRESSES FOR THE TANK SHELLS (See attached spreadsheet for calculations on all shells)

Y is the depth of water on the shell:

$$Y := 24.62 \text{ ft}$$

Shell thickness:

$$t_p := .474 \text{ in}$$

Joint efficiency:

$$E := .85$$

Hydrostatic hoop stress:

$$\sigma_h := \frac{2.6 \text{ psf} \cdot Y \cdot D \cdot G}{t_p \cdot E} \cdot \frac{1}{1 \text{ in}}$$

$$\sigma_h = 18.27 \cdot \text{ksi}$$

CITY OF ANACORTES -
EXISTING 3MG RESERVOIR

Impulsive hoop stress (AWWA D100, Eqs. 13-43, 13-44, and 13-45):

$$N_{i1} := 4.5 \frac{\text{lb}}{\text{in}} \cdot A_i \cdot G \cdot \frac{D}{1\text{ft}} \cdot \frac{H}{1\text{ft}} \cdot \left[\frac{Y}{H} - 0.5 \cdot \left(\frac{Y}{H} \right)^2 \right] \cdot \tanh \left(0.866 \cdot \frac{D}{H} \right) \quad N_{i1} = 2.71 \cdot \frac{\text{kip}}{\text{in}}$$

$$N_{i2} := 2.77 \frac{\text{lb}}{\text{in}} \cdot A_i \cdot G \cdot \left(\frac{D}{1\text{ft}} \right)^2 \cdot \left[\frac{Y}{0.75 \cdot D} - 0.5 \cdot \left(\frac{Y}{0.75 \cdot D} \right)^2 \right] \quad N_{i2} = 2.96 \cdot \frac{\text{kip}}{\text{in}}$$

$$N_{i3} := 1.39 \frac{\text{lb}}{\text{in}} \cdot A_i \cdot G \cdot \left(\frac{D}{1\text{ft}} \right)^2 \quad N_{i3} = 6.07 \cdot \frac{\text{kip}}{\text{in}}$$

$$N_i := \text{if} \left(\frac{D}{H} < 1.33, \text{if} (Y < 0.75 \cdot D, N_{i2}, N_{i3}), N_{i1} \right) \quad N_i = 2.71 \cdot \frac{\text{kip}}{\text{in}}$$

Convective hoop stress (AWWA D100, Eq. 13-46):

$$\text{Convective design acceleration (AWWA D100 Eq. 13-18):} \quad A_c := \frac{S_{ac} \cdot I_E}{1.4 \cdot R_c} \quad A_c = 0.06$$

$$N_c := \frac{0.98 \frac{\text{lb}}{\text{in}} \cdot A_c \cdot G \cdot \left(\frac{D}{1\text{ft}} \right)^2 \cdot \cosh \left[\frac{3.68 \cdot (H - Y)}{D} \right]}{\cosh \left(\frac{3.68 \cdot H}{D} \right)} \quad N_c = 0.5165 \cdot \frac{\text{kip}}{\text{in}}$$

$$\text{Vertical design acceleration (AWWA D100 Section 13.5.4.3):} \quad A_v := (0.14 \cdot S_{DS}) \quad A_v = 0.11$$

$$\text{Hydrostatic hoop tensile force (AWWA D100, Section 13.5.4.2.3):} \quad N_h := 2.6 \frac{\text{lb}}{\text{ft}^2 \cdot \text{in}} \cdot G \cdot Y \cdot D \quad N_h = 7361.38 \cdot \frac{\text{lb}}{\text{in}}$$

$$\text{Hydrodynamic hoop stress (AWWA D100, Eq. 13-42):} \quad \sigma_s := \frac{\sqrt{N_i^2 + N_c^2 + (N_h \cdot A_v)^2}}{t_p} \quad \sigma_s = 6.06 \cdot \text{ksi}$$

$$\text{Combined hoop stress:} \quad \sigma_{com} := \sigma_h + \sigma_s \quad \sigma_{com} = 24.33 \cdot \text{ksi}$$

CITY OF ANACORTES - EXISTING 3MG RESERVOIR

DETERMINE APPROXIMATE WEIGHTS

Roof weight: $W_r := \left(\frac{\pi \cdot D^2}{4} \cdot W_{\text{roof}} \right)$ $W_r = 110.7 \cdot \text{kip}$

Shell weight: $W_s := \pi \cdot D \cdot t_s \cdot H \cdot \gamma_{\text{steel}}$ $W_s = 233.2 \cdot \text{kip}$

Floor weight: $W_{fl} := \frac{\pi \cdot D^2}{4} \cdot t_{fl} \cdot \gamma_{\text{steel}}$ $W_{fl} = 106 \cdot \text{kip}$

Water weight: $W_T := \gamma_w \cdot H \cdot \frac{\pi \cdot D^2}{4}$ $W_T = 22685 \cdot \text{kip}$

CALCULATE W_i, X_i, W_c, X_c

Weight of effective mass that moves in unison with tank shell (AWWA D100 Eq. 13-24): $W_i := \text{if} \left[\frac{D}{H} > \frac{4}{3}, \frac{\tanh\left(0.866 \cdot \frac{D}{H}\right) \cdot W_T}{0.866 \cdot \frac{D}{H}}, \left(1 - 0.218 \cdot \frac{D}{H}\right) \cdot W_T \right]$ $W_i = 7918.77 \cdot \text{kip}$

Weight of effective mass of 1st sloshing mode (AWWA D100 Eq. 13-26): $W_c := 0.23 \left(\frac{D}{H} \right) \cdot \tanh\left(\frac{3.67 \cdot H}{D} \right) \cdot W_T$ $W_c = 13826.2 \cdot \text{kip}$

Height to center of mass W_i (AWWA D100 Eq. 13-28 & 29): $X_i := \text{if} \left[\frac{D}{H} > \frac{4}{3}, \frac{3}{8} \cdot H, \left(0.5 - \frac{3}{32} \cdot \frac{D}{H}\right) \cdot H \right]$ $X_i = 13.1 \text{ ft}$

Height to effective mass W_c (AWWA D100 Eq. 13-30): $X_c := \left(1 - \frac{\cosh\left(\frac{3.67 \cdot H}{D}\right) - 1}{\frac{3.67 \cdot H}{D} \cdot \sinh\left(\frac{3.67 \cdot H}{D}\right)} \right) \cdot H$ $X_c = 19.1 \text{ ft}$

DETERMINE SEISMIC BASE SHEAR, V_{act}

Lateral base shear (AWWA D100 Eq. 13-31):

$V_f := \sqrt{\left[A_i \cdot (W_s + W_r + W_{fl} + W_i) \right]^2 + (A_c \cdot W_c)^2}$ $V_f = 2904 \cdot \text{kip}$

PERCENT OF TOTAL WEIGHT

Percent := $\left(\frac{V_f}{W_r + W_s + W_{fl} + W_T} \right) \cdot 100$ $\text{Percent} = 12.6 \%$
< 33% (sliding friction)

CITY OF ANACORTES - EXISTING 3MG RESERVOIR

DETERMINE SEISMIC OVERTURNING MOMENT, M

Overturning moment at bottom of shell (AWWA D100 Eq. 13-23):

$$M_s := \sqrt{[A_i \cdot (W_s \cdot X_s + W_r \cdot H_t + W_l \cdot X_l)]^2 + (A_c \cdot W_c \cdot X_c)^2} \quad M_s = 40801 \cdot \text{ft} \cdot \text{kip}$$

CHECK FOR UPLIFT OF THE TANK SHELL

Thickness of bottom annular plate: $t_b := 0.25 \text{ in}$

Weight of tank contents per foot of shell (AWWA D100, Eq. 13-37): $w_L := 7.9 \frac{\text{lb} \cdot 5}{\text{ft} \cdot 1.5} \cdot t_b \cdot \sqrt{\sigma_{Ay} \cdot H \cdot G} \quad w_L = 2216.93 \cdot \text{plf}$

Roof load acting on the shell: $w_{rs} := \frac{0.5 W_r}{\pi \cdot D}$ (Factor of 0.5 applied to approximate reduction for center columns) $w_{rs} = 153.24 \cdot \text{plf}$

Weight of tank shell & roof per foot of shell (AWWA D100, Eq. 13-41): $w_t := \frac{W_s}{\pi \cdot D} + w_{rs} \quad w_t = 798.8 \cdot \text{plf}$

Uplift calculation (AWWA D100 Eq. 13-36): $J := \frac{M_s}{D^2 \cdot [w_t \cdot (1 - 0.4 \cdot A_v) + w_L]} \quad J = 1.03$

$J < 1.54$ No uplift exists:
Tank is self
anchored

CHECK FOR COMPRESSION BUCKLING OF THE TANK SHELL (AWWA)

For Class 2 materials,
Thickness-to-radius ratio (AWWA D100, Section 3.4.2): $\text{ratio} := \frac{t}{r} \quad \text{ratio} = 0.000906$

Allowable compression stress (AWWA D100, Table 11): $F_L := 1639 \text{ psi}$

$$\sigma_a := F_L$$

Actual compressive force at bottom of shell (AWWA D100, Eq. 13-39): $\sigma_c := \left[w_t \cdot (1 + 0.4 \cdot A_v) + \frac{1.273 \cdot M_s}{D^2} \right] \cdot \frac{1}{t} \quad \sigma_c = 0.63 \cdot \text{ksi}$

Calculations for allowable compression stress, (AWWA 13.5.4.2.4) $P := H \cdot \gamma_w$
 $\frac{P}{E_s} \cdot \left(\frac{r}{t} \right)^2 = 0.64$

CITY OF ANACORTES -
EXISTING 3MG RESERVOIR

$$\Delta C_c := \text{if} \left[\frac{P}{E_s} \cdot \left(\frac{r}{t} \right)^2 < 0.064, 0.72 \cdot \left[\frac{P}{E_s} \cdot \left(\frac{r}{t} \right)^2 \right]^{0.84}, \min \left[0.045 \cdot \ln \left[\frac{P}{E_s} \cdot \left(\frac{r}{t} \right)^2 + 0.0018 \right] + 0.194, 0.22 \right] \right]$$

$$\Delta C_c = 0.17$$

$$\Delta \sigma_{cr} := \frac{\Delta C_c \cdot E_s \cdot t}{r} = 4567.05 \cdot \text{psi}$$

Allowable compressive stress
increase by 33% for seismic
loading, for self-anchored tanks
(AWWA D100, Eq. 13-47):

$$\sigma_e := 1.333 \cdot \left(\sigma_a + \frac{\Delta \sigma_{cr}}{2} \right)$$

$$\sigma_e = 5.23 \cdot \text{ksi}$$

Compression buckling factor of
safety:

$$FS_c := \frac{\sigma_e}{\sigma_c}$$

$$FS_c = 8.24$$

OK

APPENDIX D

PAINT LEAD TEST RESULTS



Aquatic Research, Inc.

3927 Aurora Ave. N., Seattle, WA 98103 | (206) 632-2715

METALS REPORT

Results of Analysis by Mod. EPA Method 6020

Measurement of Metals in Solids by ICP/MS

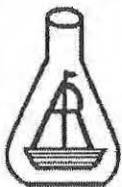
Case File Number:	MIS02389A2	Matrix:	Paint
Sample ID No.:	EXTERIOR	Sample Weight (g):	0.53
Date Collected:	9/16/2011	Final Volume (mL):	50
Date Received:	10/7/2011	Dilution:	100
Date Analyzed:	10/19/2011	Analyst:	WF
Date of Report:	10/19/2011	Supervisor's Initials:	

Results Total Metals

Parameter	Result (mg/kg)	RL (mg/kg)	Parameter	Result (mg/kg)	RL (mg/kg)
Lead	28800	9			

RL: Reporting Limit

Results relate only to the submitted sample. Aquatic Research, Inc. makes no claim about the other portions of this commodity/lo



Aquatic Research, Inc.

3927 Aurora Ave. N., Seattle, WA 98103 | (206) 632-2715

METALS REPORT

Results of Analysis by Mod. EPA Method 6020

Measurement of Metals in Solids by ICP/MS

Case File Number:	MIS02389A1	Matrix:	Paint
Sample ID No.:	INTERIOR	Sample Weight (g):	0.50
Date Collected:	9/16/2011	Final Volume (mL):	50
Date Received:	10/7/2011	Dilution:	100
Date Analyzed	10/19/2011	Analyst:	WF
Date of Report:	10/19/2011	Supervisor's Initials:	

Results Total Metals

Parameter	Result (mg/kg)	RL (mg/kg)	Parameter	Result (mg/kg)	RL (mg/kg)
Lead	68300	10			

RL: Reporting Limit

Results relate only to the submitted sample. Aquatic Research, Inc. makes no claim about the other portions of this commodity/lo

The Anacortes Blue Heron Circle Reservoirs project will adhere to the Washington Department of Ecology (DOE) 2005 Stormwater Management Manual for Western Washington (2005 SMMWW). The SMMWW has nine minimum requirements for stormwater management applicable to new development and redevelopment sites depending on the type and size of the proposed project. The Project proposes the addition of approximately 5,235 square feet (SF) of new impervious surfaces, which surpasses the SMMWW threshold of 5,000 SF that triggers the need to meet the applicable minimum requirements. As a result, all nine Minimum Requirements apply to the proposed project.

Minimum Requirement #5 - On-site Stormwater Management requires the project to employ on-site stormwater best management practices (BMPs) to the maximum extent feasible. Roof Downspout BMPs described in Chapter 3 of Volume III, and Dispersion and Soil Quality BMPs described in Chapter 5 of Volume V shall be implemented to reduce the hydrologic disruption of the developed site. Post-construction soil quality depth in accordance with BMP T5.13 will be used in all lawn and landscaped areas that are not otherwise intended for bioretention or ponds. Roof Downspout and impervious surface BMPs will be evaluated and incorporated into the design.

The total of new plus replaced impervious surfaces is estimated to be well above the 5,000 SF threshold, and the value of the proposed improvements exceeds 50% of the assessed value of the existing site improvements. Therefore, all minimum requirements apply to both the new and replaced impervious surfaces, as well as converted vegetation.

Flow control for the new and replaced surfaces will be provided with an underground detention vault or an above detention pond. The runoff discharged from the flow control facility will tie into the existing storm conveyance system to the north of the existing reservoir, which ties into the conveyance system in Blue Heron Circle.

The Anacortes Blue Heron Reservoir project does not propose any pollution generating impervious surfaces (PGIS); therefore, water quality treatment will not be required.

EXHIBIT #2:

ASSESSOR'S INFO AND CITY GIS MAP







Details for Parcel: P33173



Jurisdiction: ANACORTES
Please contact the city of **ANACORTES** for ANACORTES zoning information.

Zoning Designation:

Parcel Number

P33173

XrefID

350230-0-198-0201

Quarter Section Township Range

00 30 35 02

Owner Information

CITY OF ANACORTES

PO BOX 547

ANACORTES, WA 98221

Site Address(es)**Map Links**[Open in iMap](#)

Assessor's Parcel Map:

[PDF](#) | [DWF](#)**Current Legal Description** [Abbreviation Definitions](#)

(0.8300 ac) PTN GV LT 6 BEG 15FT E & 255FT N OF SW CSD LT 6 TH E 315FT TH N 355FT M/L TO SE C TR CONV W D STITT AF#843086 & TPOB TH W 165FT M/L TO E LI TR CONV ANACORTES A F#218072 TH S ALG SD E LI & E LI EXT 220 FT TH E 165FT TAP S OF POB TH N TPB

2016 Values for 2017 Taxes* Exemption

Building Market Value \$.00

Land Market Value +\$76,500.00

Total Market Value \$76,500.00

Assessed Value \$76,500.00

Taxable Value \$.00

Sale Information

Deed Type WARRANTY DEED

Sale Date 1977-05-01

Sale Price \$16,000.00

2017 Property Tax Summary

2017 Taxes will be available after 2/15/2017

Use the Taxes link above for 2016 taxes

* Effective date of value is January 1 of the assessment year (2016)

Legal Description at time of Assessment

*Land Use	(690) MISCELLANEOUS SERVICES		WAC 458-53-030	
Neighborhood	(6E1PBLDG) ALL COUNTY EXEMPT PUBLIC BUILDING			
Levy Code	0900	Fire District		
School District	SD103	Exemptions	City Owned	
Utilities		Acres	0.83	
Improvement 1 Attributes Summary				
Building Style	COMMERCIAL REAL PROPERTY			
Year Built		Foundation		
Above Grade Living Area		Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area		Heat/Air Conditioning		
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms		
Bathrooms				
For additional information on individual segments see Improvements tab				

For additional information on individual segments see Improvements tab

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

* Total living area includes above grade living area and finished basement area.

* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

Assessment data for improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.

Details for Parcel: P33044



Jurisdiction: ANACORTES
Please contact the city of **ANACORTES** for ANACORTES zoning information.

Zoning Designation:

Parcel Number

P33044

XrefID

350230-0-014-0005

Quarter Section Township Range

00 30 35 02

Owner Information

CITY OF ANACORTES

PO BOX 547

ANACORTES, WA 98221

Site Address(es)**Map Links**[Open in iMap](#)

Assessor's Parcel Map:

[PDF](#) | [DWF](#)**Current Legal Description** [Abbreviation Definitions](#)

(0.9400 ac) TR 150X270 IN S1/2 OF W 20RDS LOT 6-93A C

2016 Values for 2017 Taxes* [Exemption](#)

Building Market Value \$624,500.00

Land Market Value +\$85,000.00

Total Market Value \$709,500.00

Assessed Value \$709,500.00

Taxable Value \$.00

Sale Information

Deed Type

Sale Date

Sale Price \$.00

2017 Property Tax Summary

2017 Taxes will be available after 2/15/2017

Use the Taxes link above for 2016 taxes

* Effective date of value is January 1 of the assessment year (2016)

Legal Description at time of Assessment

*Land Use	(480) UTILITIES (DIKE & DRAIN PROPERTY)	WAC 458-53-030
------------------	---	--------------------------------

Neighborhood	(6E1PBLDG) ALL COUNTY EXEMPT PUBLIC BUILDING
---------------------	--

Levy Code	0900	Fire District	
School District	SD103	Exemptions	City Owned
Utilities	SEW,WTR-P	Acres	0.94

Improvement 1 Attributes Summary

Building Style	COMMERCIAL REAL PROPERTY
Year Built	
Above Grade Living Area	
Finished Basement	
*Total Living Area	
Unfinished Basement	
*Total Garage Area	
Bathrooms	

For additional information on individual segments see Improvements tab

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

* Total living area includes above grade living area and finished basement area.

* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

Assessment data for improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.

EXHIBIT #3:

NOA & NOH USING OPTIONAL SEPA DNS & RESCHEDULED NOH



NOTICE OF APPLICATION & HEARING WITH OPTIONAL SEPA DNS:

Notice Is Hereby Given That An Application Was Made For The Following Proposal:

Request: The City of Anacortes' Public Works Department has applied for a Conditional Use Permit, Variance request, & SEPA environmental review to permit the construction of two 1.5 million gallon water tanks /reservoirs on the subject property. The existing 47 foot tall 3 million gallon water tank/reservoir located onsite will be removed. The Variance request is to increase the maximum permitted height of 35 feet to approximately 50 feet above grade for the two new reservoirs. Subject parcels involved are: P33173 & P33044. Per AMC 17.04.070(E), the subject applications are being reviewed via an integrated and consolidated permit review process. The source of the funding for the subject proposal is from the State of Washington's Department of Health Drinking Water State Revolving Fund Loans in the amount of approximately \$4,974,755.

Applicant: City of Anacortes Public Works Department **File Number:** CUP-2016-1002

Project Location: Project site is located south of Blue Heron Circle & east of Whistle Lake Road

Date of Application: September 30, 2016 **Date Application Deemed Complete:** November 16, 2016

Public Comment Period: Any person may comment on this application by writing to the address below and/or by testifying at the public hearing. Staff will issue a recommendation on the project after the 30-day comment period ends on **December 16, 2016, at 5:00 pm**. Written comments on the proposal should be submitted before the end of the comment period but will be accepted until the close of the Open-Record Public Hearing.

Required Project Permits/Approvals: The following may be required in addition to the above: Civil Construction Plan approval, Building Permit Application Approval, & Department of Health Approval

Preliminary Determination of Consistency: At this time, no determination of consistency with City of Anacortes plans, regulations, or standards has been made. At a minimum, this project will be subject to the following plans and regulations: the Comprehensive Plan; Anacortes Municipal Code (Zoning, etc.), Engineering Design and Building Standards.

SEPA Review: Based on the submitted application and available information, the City anticipates issuing an DNS for this proposal and the optional DNS process as specified in WAC § 197.11.355 is being utilized. Consequently, this may be the only opportunity to comment on the environmental impacts of this proposal. This proposal may include mitigation measures under applicable codes, and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. A copy of the subsequent SEPA threshold determination for the proposal may be obtained upon request. The SEPA comment deadline ends on **December 16, 2016, at 5:00 PM**. **Existing Environmental Documents:** SEPA Environmental Checklist, Cultural Resource Report, Inadvertent Discovery Plan, & Geotechnical Report.

Open-Record Public Hearing: An open-record public hearing will be held by the **Planning Commission at 6:00 PM on Wednesday, December 28, 2016**. **Closed-Record Public Hearing:** A closed-record public hearing to hear any appeals of the Planning Commission's recommendation and to make a decision on the application will be held by the **City Council at 6:00 PM on Tuesday January 17, 2017**. A **site visit** will be held at **4:00 PM onsite prior to each of these two hearings**. Both hearings will be held in City Council chambers located at 904 6th Street, Anacortes, WA.

How to become a party of record: You may become a party of record by submitting written comments, including a (USPS) mailing address, to the City of Anacortes PCED at the address listed below. E-mailed comments must include a return (USPS) mailing address in order for the sender to be considered a party of record. Questions about this proposal, requests to receive future notices of hearings and/or the decision, once made, and/or appeal procedures should be directed to the contact person listed below. The application and complete case file are available for review at the City of Anacortes PCED located at 904 6th Street, Anacortes, WA 98221. A decision on this application will be made within 120 days from the date of completeness.

For Project Information: Kevin Cricchio, AICP, Associate Planner; Phone: (360) 630-6270; Email: kevinc@cityofanacortes.org; City of Anacortes, P.O. Box 547, Anacortes, WA 98221

Date Issued: November 16, 2016

Publish: November 16, 2016



RESCHEDULED NOTICE OF HEARING:

Notice Is Hereby Given That An Application Was Made For The Following Proposal:

Request: The City of Anacortes' Public Works Department has applied for a Conditional Use Permit, Variance request, & SEPA environmental review to permit the construction of two 1.5 million gallon water tanks /reservoirs on the subject property. The existing 47 foot tall 3 million gallon water tank/reservoir located onsite will be removed. The Variance request is to increase the maximum permitted height of 35 feet to approximately 50 feet above grade for the two new reservoirs. Subject parcels involved are: P33173 & P33044. Per AMC 17.04.070(E), the subject applications are being reviewed via an integrated and consolidated permit review process. The source of the funding for the subject proposal is from the State of Washington's Department of Health Drinking Water State Revolving Fund Loans in the amount of approximately \$4,974,755.

Applicant: City of Anacortes Public Works Department **File Number:** CUP-2016-1002

Project Location: Project site is located south of Blue Heron Circle & east of Whistle Lake Road

Date of Application: September 30, 2016 **Date Application Deemed Complete:** November 16, 2016

Public Comment Period: Any person may comment on this application by writing to the address below and/or by testifying at the public hearing. Staff will issue a recommendation on the project after the 30-day comment period ends on **December 16, 2016, at 5:00 pm**. Written comments on the proposal should be submitted before the end of the comment period but will be accepted until the close of the Open-Record Public Hearing.

Required Project Permits/Approvals: The following may be required in addition to the above: Civil Construction Plan approval, Building Permit Application Approval, & Department of Health Approval

Preliminary Determination of Consistency: At this time, no determination of consistency with City of Anacortes plans, regulations, or standards has been made. At a minimum, this project will be subject to the following plans and regulations: the Comprehensive Plan; Anacortes Municipal Code (Zoning, etc.), Engineering Design and Building Standards.

SEPA Review: Based on the submitted application and available information, the City anticipates issuing an DNS for this proposal and the optional DNS process as specified in WAC § 197.11.355 is being utilized. Consequently, this may be the only opportunity to comment on the environmental impacts of this proposal. This proposal may include mitigation measures under applicable codes, and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. A copy of the subsequent SEPA threshold determination for the proposal may be obtained upon request. The SEPA comment deadline ends on **December 16, 2016, at 5:00 PM**. **Existing Environmental Documents:** SEPA Environmental Checklist, Cultural Resource Report, Inadvertent Discovery Plan, & Geotechnical Report.

Open-Record Public Hearing: The open-record public hearing before the **Planning Commission** has been **rescheduled for 6:00 PM on Wednesday, January 04, 2017**. **Closed-Record Public Hearing:** A closed-record public hearing to hear any appeals of the Planning Commission's recommendation and to make a decision on the application will be held by the **City Council at 6:00 PM on Tuesday January 17, 2017**. A **site visit** will be held at **4:00 PM onsite prior to each of these two hearings**. Both hearings will be held in City Council chambers located at 904 6th Street, Anacortes, WA.

How to become a party of record: You may become a party of record by submitting written comments, including a (USPS) mailing address, to the City of Anacortes PCED at the address listed below. E-mailed comments must include a return (USPS) mailing address in order for the sender to be considered a party of record. Questions about this proposal, requests to receive future notices of hearings and/or the decision, once made, and/or appeal procedures should be directed to the contact person listed below. The application and complete case file are available for review at the City of Anacortes PCED located at 904 6th Street, Anacortes, WA 98221. A decision on this application will be made within 120 days from the date of completeness.

For Project Information: Kevin Cricchio, AICP, Associate Planner; Phone: (360) 630-6270; Email: kevinc@cityofanacortes.org; City of Anacortes, P.O. Box 547, Anacortes, WA 98221

Date Issued: December 21, 2016

Publish: December 21, 2016



RESCHEDULED NOTICE OF HEARING:

Notice Is Hereby Given That An Application Was Made For The Following Proposal:

Request: The City of Anacortes' Public Works Department has applied for a Conditional Use Permit, Variance request, & SEPA environmental review to permit the construction of two 1.5 million gallon water tanks /reservoirs on the subject property. The existing 47 foot tall 3 million gallon water tank/reservoir located onsite will be removed. The Variance request is to increase the maximum permitted height of 35 feet to approximately 50 feet above grade for the two new reservoirs. Subject parcels involved are: P33173 & P33044. Per AMC 17.04.070(E), the subject applications are being reviewed via an integrated and consolidated permit review process. The source of the funding for the subject proposal is from the State of Washington's Department of Health Drinking Water State Revolving Fund Loans in the amount of approximately \$4,974,755.

Applicant: City of Anacortes Public Works Department **File Number:** CUP-2016-1002

Project Location: Project site is located south of Blue Heron Circle & east of Whistle Lake Road

Date of Application: September 30, 2016 **Date Application Deemed Complete:** November 16, 2016

Public Comment Period: Any person may comment on this application by writing to the address below and/or by testifying at the public hearing. The 30-day comment period ended on **December 16, 2016, at 5:00 PM**. Written comments on the proposal however will be accepted until the close of the Open-Record Public Hearing.

Required Project Permits/Approvals: The following may be required in addition to the above: Civil Construction Plan approval, Building Permit Application Approval, & Department of Health Approval

Preliminary Determination of Consistency: At this time, no determination of consistency with City of Anacortes plans, regulations, or standards has been made. At a minimum, this project will be subject to the following plans and regulations: the Comprehensive Plan; Anacortes Municipal Code (Zoning, etc.), Engineering Design and Building Standards.

SEPA Review: Based on the submitted application and available information, the City anticipated issuing an DNS for this proposal and the optional DNS process as specified in WAC § 197.11.355 was utilized. The SEPA comment deadline ended on December 16, 2016, at 5:00 PM. A Determination of Non-Significance (DNS) was issued on December 21, 2016.

Existing Environmental Documents: SEPA Environmental Checklist, Cultural Resource Report, Inadvertent Discovery Plan, & Geotechnical Report.

Open-Record Public Hearing: The Anacortes Planning Commission meeting of January 4, 2017, is continued to **Wednesday, January 11, 2017, at 6:00 PM** as there was no quorum to continue deliberation on the matter.

Closed-Record Public Hearing: A closed-record public hearing to hear any appeals of the Planning Commission's recommendation and to make a decision on the application scheduled to be heard by the City Council at 6:00 PM on Tuesday January 17, 2017 **has been rescheduled for 6:00 PM on February 6, 2017**. A **site visit** will be held at **4:00 PM onsite prior to City Council's closed record public hearing**. Both hearings will be held in City Council chambers located at 904 6th Street, Anacortes, WA.

How to become a party of record: You may become a party of record by submitting written comments, including a (USPS) mailing address, to the City of Anacortes PCED at the address listed below. E-mailed comments must include a return (USPS) mailing address in order for the sender to be considered a party of record. Questions about this proposal, requests to receive future notices of hearings and/or the decision, once made, and/or appeal procedures should be directed to the contact person listed below. The application and complete case file are available for review at the City of Anacortes PCED located at 904 6th Street, Anacortes, WA 98221. A decision on this application will be made within 120 days from the date of completeness.

For Project Information: Kevin Cricchio, AICP, Associate Planner; Phone: (360) 293-1937; Email: kevinc@cityofanacortes.org; City of Anacortes, P.O. Box 547, Anacortes, WA 98221

Date Issued: January 11, 2017

Publish: January 11, 2017



COPY

NOTICE OF CONTINUED MEETING ANACORTES PLANNING COMMISSION

NOTICE IS HEREBY GIVEN that the Anacortes Planning Commission meeting of January 04, 2017, is continued to **Wednesday, January 11, 2017, at 6:00 PM** as there was not a quorum to continue deliberations on the following matter:

PUBLIC HEARING: The City of Anacortes' Public Works Department has applied for a Conditional Use Permit, Variance request, & SEPA environmental review to permit the construction of two 1.5 million gallon water tanks /reservoirs on the subject property. The existing 47 foot tall 3 million gallon water tank/reservoir located onsite will be removed. The Variance request is to increase the maximum permitted height of 35 feet to approximately 50 feet above grade for the two new reservoirs. Subject parcels involved are: P33173 & P33044. Per AMC 17.04.070(E), the subject applications are being reviewed via an integrated and consolidated permit review process. The source of the funding for the subject proposal is from the State of Washington's Department of Health Drinking Water State Revolving Fund Loans in the amount of approximately \$4,974,755

This notice is given in accordance with RCW 42.30.



Steve Hoglund, City Clerk

1.5.17

Date

If reasonable accommodation due to a disability is needed,
Contact Cherri Kahns at 360-299-1950 48 hours prior to the meeting

EXHIBIT #4:

PUBLIC COMMENTS RECEIVED

Received 1/11/17

I'm Carol O'Hearn of 11039 Post Dr.

I want to comment on the geotech design report Exhibit #08 submitted by Shannon and Wilson Inc., for the Blue Heron Circle Reservoir Project. It was a good analysis of the soil in the Whistle Lake/Haddon Road area. I appreciate the fact that the report does not attempt to gloss over potential geological hazards.

The report brought up important points among them:

- Page 11- 6.9 Unanticipated soil conditions are commonly encountered and cannot be fully determined by merely taking soil samples or test pits. Such unexpected conditions may require the Contractor to make adjustments in his procedure to attain a properly constructed project. Some contingency fund is recommended to accommodate extra costs related to unexpected subsurface conditions.
- Page 10-6.8 Earthwork would most easily be accomplished during the normally drier months of June through mid-October. It is our opinion that earthwork performed during the wet weather months will prove more costly. The condition of exposed very dense and hard sand and silt will deteriorate rapidly when exposed to moisture and construction activity. This could lead to deeper footing excavations than anticipated.

The city's CUP request increases tank height to 50 feet for seismic upgrades, for example to allow sloshing of the water in the tanks during an earthquake.

- Page 6-6.3 The geotech report sites these seismic conditions, saying the project is located in a moderately active seismic region. While the region has historically experienced moderate to large earthquakes...geologic evidence suggests that larger earthquakes have occurred in the prehistoric past and will occur in the future (e.g., magnitude 8.5 to 9 Cascadia Subduction Zone Interplate events, magnitude 7.5 Seattle Fault events).

I'm glad to see a report that recognizes the potential geological hazards inherent in this part of Anacortes.

Thank you

Carol O'Hearn

1-11-2017

Request to become a party of record

Carol O'Hearn <carolcoh@msn.com>

Mon 1/9/2017 6:43 PM

To: Cricchio, Kevin <kevinc@cityofanacortes.org>;

Jan. 9, 2017

Hello Kevin:

I would like to become a party of record for the Blue Heron Circle Water Tanks project conditional use permit and variance request. File number CUP 2016-1002.

I request to receive "future notices of hearings and/or the decision, once made and/or appeal procedures."

I am not in opposition to the project, but I want to preserve my right to speak.

Carol O'Hearn
10039 Post Dr.
Anacortes, WA 98221

A handwritten signature in cursive script that reads "Carol O'Hearn". The ink is dark and the signature is fluid, with a long, sweeping underline for the last name.

Cricchio, Kevin

From: Carol O'Hearn <carolcoh@msn.com>
Sent: Monday, January 9, 2017 10:44 AM
To: Cricchio, Kevin
Subject: Request to become a party of record

Jan. 9, 2017

Hello Kevin:

I would like to become a party of record for the Blue Heron Circle Water Tanks project conditional use permit and variance request. File number CUP 2016-1002.

I request to receive "future notices of hearings and/or the decision, once made and/or appeal procedures."

I am not in opposition to the project, but I want to preserve my right to speak.

Carol O'Hearn
10039 Post Dr.
Anacortes, WA 98221

EXHIBIT #5:

AGENCY & DEPARTMENT COMMENTS RECEIVED



Anacortes Planning, Community & Economic Development Dept.

Permit Center

P.O. Box 547, Anacortes, WA 98221-0547

Don Measamer, Director of Planning, Community and Economic Development

PH (360) 293-1901

FAX (360) 293-1938

Department / Agency Comment Form:

November 14, 2016

Project Name: **CUP-2016-1002, Two 1.5 million gallon water tanks/reservoirs**

From: Kevin Cricchio, AICP, Associate Planner; City of Anacortes; 904 6th Street; P.O. Box 547, Anacortes, WA 98221; Phone: (360) 630-6270; Email: kevinc@cityofanacortes.org

Description of Subject Proposal:

CUP-2016-1002: The City of Anacortes' Public Works Department has applied for a Conditional Use Permit, Variance request, & SEPA environmental review to permit the construction of two 1.5 million gallon water tanks /reservoirs on the subject property. The existing 47 foot tall 3 million gallon water tank/reservoir located onsite will be removed. The Variance request is to increase the maximum permitted height of 35 feet to approximately 50 feet above grade for the two new reservoirs. Subject parcels involved are: P33173 & P33044. Project site is located south of Blue Heron Circle & east of Whistle Lake Road. Subject property is located in a portion of Section 30; Township 35 North; Range 02; Willamette Meridian and is located in the Public Use Zoning District. **Provide any conditions or requirements to me by: 5:00 PM on December 16, 2016.**

Applicant/Landowner:

City of Anacortes
Public Works Department
P.O. Box 547
Anacortes, WA 98221

PREVIOUS DRG: 08.08.16
PRE-2016-0034

Conditions &/or Requirements:

- CONSTRUCT A 6' WIDE PAVED PATH ACROSS FRONTAGE OF WATER TOWARD PROPERTY. CURRENTLY CONDITIONED AS PART OF THE HADDON ROAD P.U.D.
- CONSTRUCT A 6' WIDE PAVED PATH, APPROXIMATELY 660 LF NORTH FROM BLUE HERON CIRCLE TO SOUTHERLY BOUNDARY OF 4019 WHISTLE LAKE ROAD. IMPROVE CROSSING TO CEMETERY.

Signature:

STEVEN LANGE

Date:

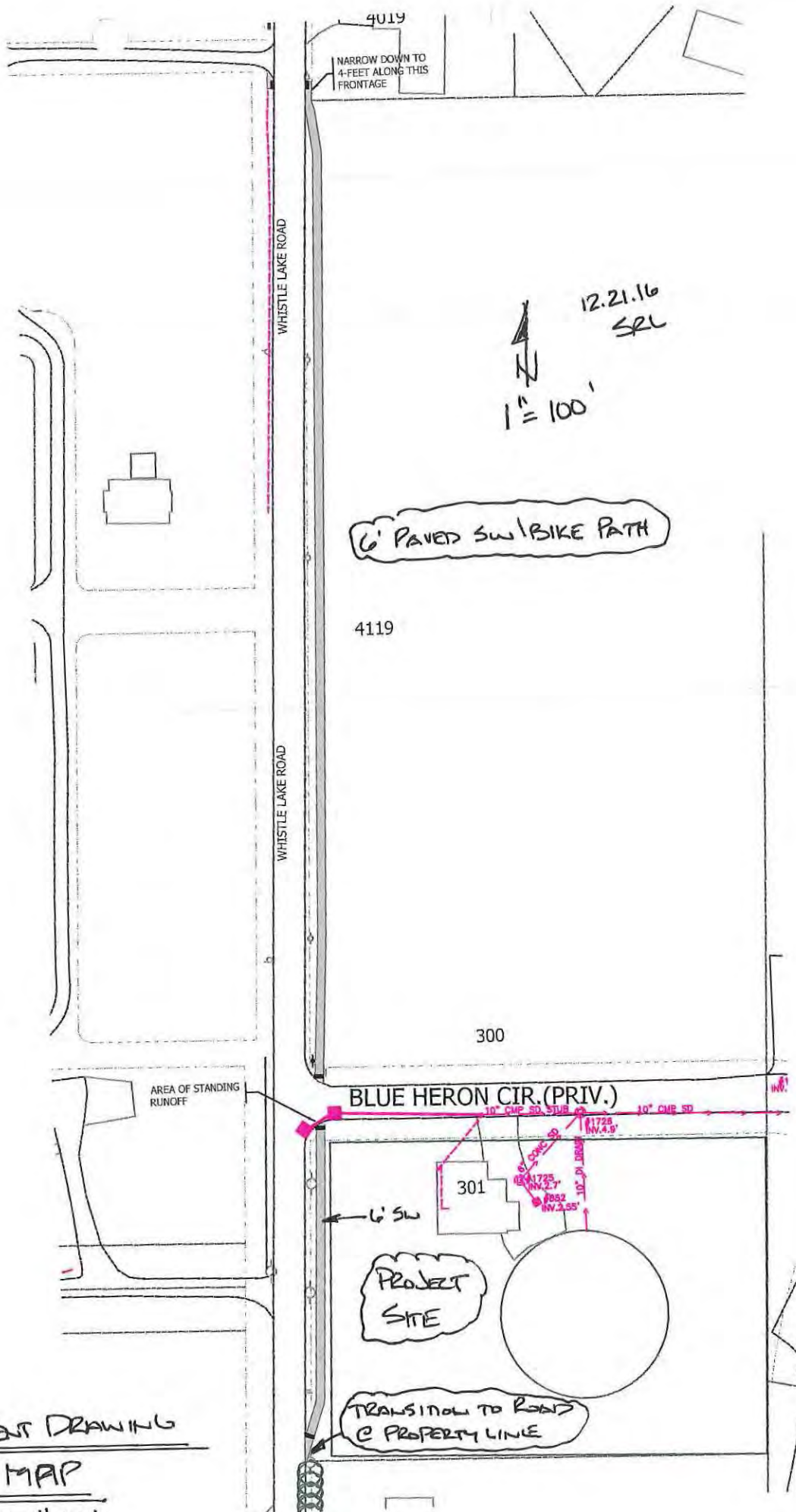
12.20.16

Dept. / Agency Name:

PUBLIC WORKS ENGINEERING DEPARTMENT - CDA

12.21.16
SRL

- SOUTH EAST CORNER OF WHISTLE LAKE AND BLUE HERON CIRCLE HAS STANDING WATER DURING RAIN EVENTS WITH EVIDENCE OF SLOW INFILTRATION. RECOMMEND EXTENDING EXISTING STORM DRAIN TO COLLECT STANDING WATER.



IMPROVEMENT DRAWING

VICINITY MAP

Scale: 1" = 100'



Development Review Group (DRG)

Name of Applicant: City of Anacortes

Brief Description: Conditional Use Permit- Two 1.5 million gallon water tanks/reservoirs

Please initial if approved and/or include your comments:

Street Department: AEK

Comments:

OK

Water Department: 4 BR

Comments:

OK

Solid Waste: mk

Comments:

OK

Sandi Andersen: SA

Comments:

Cricchio, Kevin

From: Kim.Carpenter@skagitpud.org
Sent: Monday, November 14, 2016 2:30 PM
To: Cricchio, Kevin
Subject: Re: CUP-2016-1002, Two Water Tanks Proposed; P33173 & P33044

Mr. Cricchio

The District is in receipt of your email dated 11/14 regarding the above referenced project. Your email has been forwarded to our Environmental Services Coordinator for review and response. Should you require further assistance, please contact us.

Kim

Kim Carpenter

Executive Assistant/Clerk of the Board



1415 Freeway Drive
PO Box 1436
Mount Vernon, WA 98273

P. (360) 848-4460
F. (360) 416-0352
E. Kim.Carpenter@skagitpud.org
W. www.SkagitPUD.org

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of the message.

From: "Cricchio, Kevin" <kevinc@cityofanacortes.org>
To: Development Review Group <DevelopmentReviewGroup@cityofanacortes.org>, "stormer@wsdot.wa.gov" <stormer@wsdot.wa.gov>, "Thompson, Doug S (DFW)" <Doug.Thompson@dfw.wa.gov>, "Kaehler, Gretchen (DAHP)" <Gretchen.Kaehler@DAHP.wa.gov>, "SEPAdesk@dfw.wa.gov" <SEPAdesk@dfw.wa.gov>, "sepacenter@dnr.wa.gov" <sepacenter@dnr.wa.gov>, "SEPA (DAHP)" <sepa@dahp.wa.gov>, "brandonb@co.skagit.wa.us" <brandonb@co.skagit.wa.us>, "ddigges@skagittransit.org" <ddigges@skagittransit.org>, "Miller, Mark" <mark_miller@fws.gov>, "lcampbell@swinomish.nsn.us" <lcampbell@swinomish.nsn.us>, "thyatt@skagitcoop.org" <thyatt@skagitcoop.org>, 'Todd Woodard' <twoodard@samishtribe.nsn.us>, 'Jackie Ferry' <jferry@samishtribe.nsn.us>, "sschuyler@UPPERSKAGIT.com" <sschuyler@UPPERSKAGIT.com>, 'Sarah Tchang' <sarah@portofanacortes.com>, "masmundson@nwcleanair.org" <masmundson@nwcleanair.org>, "PUD@skagitpud.org" <PUD@skagitpud.org>, 'Torhil Ramsay' <tramsay@asd103.org>, "McCammant, Ted" <Ted.McCammant@cngc.com>, "jane.major@pse.com" <jane.major@pse.com>, "SEPAUNIT@ECY.WA.GOV" <SEPAUNIT@ECY.WA.GOV>, "dalep@co.skagit.wa.us" <dalep@co.skagit.wa.us>, "Shane W. Whitney" <shaneww@co.skagit.wa.us>, "dwsrf@doh.wa.gov" <dwsrf@doh.wa.gov>, "Reynolds, Matt" <MattR@cityofanacortes.org>
Date: 11/14/2016 01:56 PM
Subject: CUP-2016-1002, Two Water Tanks Proposed; P33173 & P33044

11-14-16

RE: CUP-2016-1002, Two Water Tanks Proposed; P33173 & P33044

Hello everyone. Attached is a conditional use permit, variance request, and SEPA environmental review to permit the construction of two 1.5 million gallon water tanks/reservoirs on the subject property. The existing 3 million gallon water tank will be removed. Please provide any comments to me **by 5:00 PM on December 16, 2016**. Thank you.

Kevin Cricchio, AICP
Associate Planner

EXHIBIT #6:

ISSUED SEPA DNS



**State Environmental Policy Act (SEPA)
Determination of Non-Significance (DNS):**

Proposal: The City of Anacortes' Public Works Department has applied for a Conditional Use Permit, Variance request, & SEPA environmental review to permit the construction of two 1.5 million gallon water tanks /reservoirs on the subject property. The existing 47 foot tall 3 million gallon water tank/reservoir located onsite will be removed. The Variance request is to increase the maximum permitted height of 35 feet to approximately 50 feet above grade for the two new reservoirs. Subject parcels involved are: P33173 & P33044. Per AMC 17.04.070(E), the subject applications are being reviewed via an integrated and consolidated permit review process. The source of the funding for the subject proposal is from the State of Washington's Department of Health Drinking Water State Revolving Fund Loans in the amount of approximately \$4,974,755.,

File Number: CUP-2016-1002

Applicant /Proponent: City of Anacortes' Public Works Department

Location of Proposal: Project site is located south of Blue Heron Circle & east of Whistle Lake Road

Lead Agency: City of Anacortes, Planning, Community, & Economic Development Department

Threshold Determination: Determination of Nonsignificance (DNS). The lead agency has determined that this project action proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

☒ This DNS is issued under WAC 197.11.355. There is no additional comment period for this DNS as the optional DNS process was used per WAC 197.11.355. A comment period was already provided associated with the Notice of Application and Hearing Using Optional DNS Process.

Pursuant to the procedures adopted under AMC § 18.04.250, no administrative appeal of the SEPA threshold determination is provided for this legislative action. The SEPA threshold determination may be appealed to the Skagit County Superior Court under RCW 43.21.C.075 after the City's final action on the underlying action(s). The issuance of this DNS does not constitute approval of the proposal.

If you have any questions, please contact Kevin Cricchio, AICP, Associate Planner; Planning, Community, & Economic Development Department; P.O. Box 547, Anacortes, WA 98221; 360-630-6270; or via email at kevinc@cityofanacortes.org.

SEPA Responsible Official: Don Measamer, Director, Planning, Community & Economic Development Department

Signature:



Don Measamer, Director

December 21, 2016

Date of Issuance:

EXHIBIT #7:

CULTURAL RESOURCE REVIEW & INADVERTENT DISCOVERY PLAN



DRAYTON ARCHAEOLOGY

Cultural Resources Review of the Blue Heron Circle Reservoir Rehabilitation Project, Anacortes, Skagit County, Washington



Prepared By:

Garth L. Baldwin, M.A., RPA
Marsha R. Hanson, B.A.

Prepared For:

Widener & Associates
10108 32nd Avenue West, Suite D
Everett, Washington 98204



Drayton Archaeology Report: 0716M

August 16, 2016

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Cultural Resources Review of the Blue Heron Circle Reservoir Rehabilitation Project, Anacortes, Skagit County, Washington

Author: Garth L. Baldwin, Marsha R. Hanson
Date: August 16, 2016
Location: City of Anacortes, Skagit County, Washington
USGS Quad: Anacortes South, WA 7.5 minute USGS Quadrangle (1978)
Township, Range, Section: T35N, R2E, Section 30

SUMMARY

Drayton Archaeology (Drayton or DA) was retained by Widener & Associates on behalf of the City of Anacortes to conduct a cultural resources assessment for the City of Anacortes Blue Heron Circle Reservoir Rehabilitation Project located southeast of the intersection of Whistle Lake Road and Blue Heron Court, Anacortes, Washington. The proposed project seeks to construct one, 1.5 million gallon (MG) reservoir adjacent to the existing 3 MG reservoir, then demolish the old one and replace it with another 1.5-MG reservoir. The project will be funded through Washington Department of Health (DOH), Drinking Water State Revolving Fund (DWSRF). The EPA loan number is DM-16-952-025. The funds are distributed by DOH, but originate with the U.S. Environmental Protection Agency (EPA). As lead federal agency EPA is responsible for ensuring that projects funded by the DWSRF meet section 106 requirements. EPA has delegated administration of the DWSRF in Washington State to the Office of Drinking Water within DOH. The study was conducted to satisfy partial compliance with section 106 of the National Historic Preservation Act of 1966 (NHPA), as amended. As the lead agency having jurisdiction over the undertaking, FHWA is required under 36 Code of Federal Regulations (CFR) Part 800 of the NHPA to consider any potential effects to historic properties that the undertaking may cause.

Drayton's cultural resources assessment consisted of background review, field investigation, and the production of this report. Background review determined that the project area is located in an area of low probability for cultural resources. Field investigation included pedestrian survey and subsurface testing. As a result of background and field research no evidence of precontact or historic archaeological deposits were encountered. As proposed the project does not appear to have the potential to affect any cultural resources therefore additional professional archeological oversight is appears unwarranted. It is our recommendation that EPA assert a determination of No Historic Properties Affected to the Washington State Historic Preservation Officer and all other interested and consulting parties.

REGULATORY CONTEXT

This cultural resources assessment was conducted, in part, to satisfy regulatory requirements for section 106 of the National Historic Preservation Act (NHPA) and the implementing regulations

in 36 CFR Part 800. Section 106 requires Federal agencies take into account the effects of their undertakings on historic properties. A historic property is typically aged 50 years or older and is defined in 36 CFR part 800.16(l)(1) as follows:

... any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places (NRHP) maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria.

The procedures under section 106 generally require the Federal agency involved in the undertaking to identify the area of potential effect (APE), inventory any historic properties that may be located within the APE, and determine if the identified historic properties located within the APE may be eligible for listing on the NRHP. An APE is defined in 36 CFR 800.16(d), as follows:

... the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The APE is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking.

If NRHP-eligible historic properties are identified within the APE, then potential adverse effects to the historic properties must be assessed and a resolution of adverse effects must be recommended. Under section 106, the responsible Federal agency must, at a minimum, consult with and seek comment from the State Historic Preservation Officer (SHPO) and/or the Tribal Historic Preservation Officer (THPO), as applicable, and consult with any affected or potentially affected Native American Tribe(s).

AREA OF POTENTIAL EFFECTS (APE) AND PROPOSED UNDERTAKING

The APE is located southeast of the intersection of Whistle Lake Road and Blue Heron Court, Anacortes, in the SW ¼ of the SE ¼ of Section 30, Township 35 North, Range 2E, of the Willamette Meridian (Figure 1). The APE consists of an about 1-acre of cleared and open land that houses a reservoir on a City of Anacortes owned parcel. It is bordered by single family residences on the west, south, and eastern boundaries, with undeveloped woodlands to the north (Figure 2).

In the order of operations, the proposed undertaking is to construct a 1.5 million gallon (MG) reservoir adjacent to the existing 3-MG reservoir at the Blue Heron Circle Reservoir site. Then the

older, 3-MG Reservoir would be razed. Another 1.5-MG reservoir would then be built in place of the old one. Site work would require grading, deposition of ~1500 square yards of gravel fill, construction of two reservoirs, installation of ~500 lineal feet of new yard piping and valving, and associated telemetry controls. The site would be restored upon completion with finish grading, revegetation and ~2,000 lineal feet of new fencing.

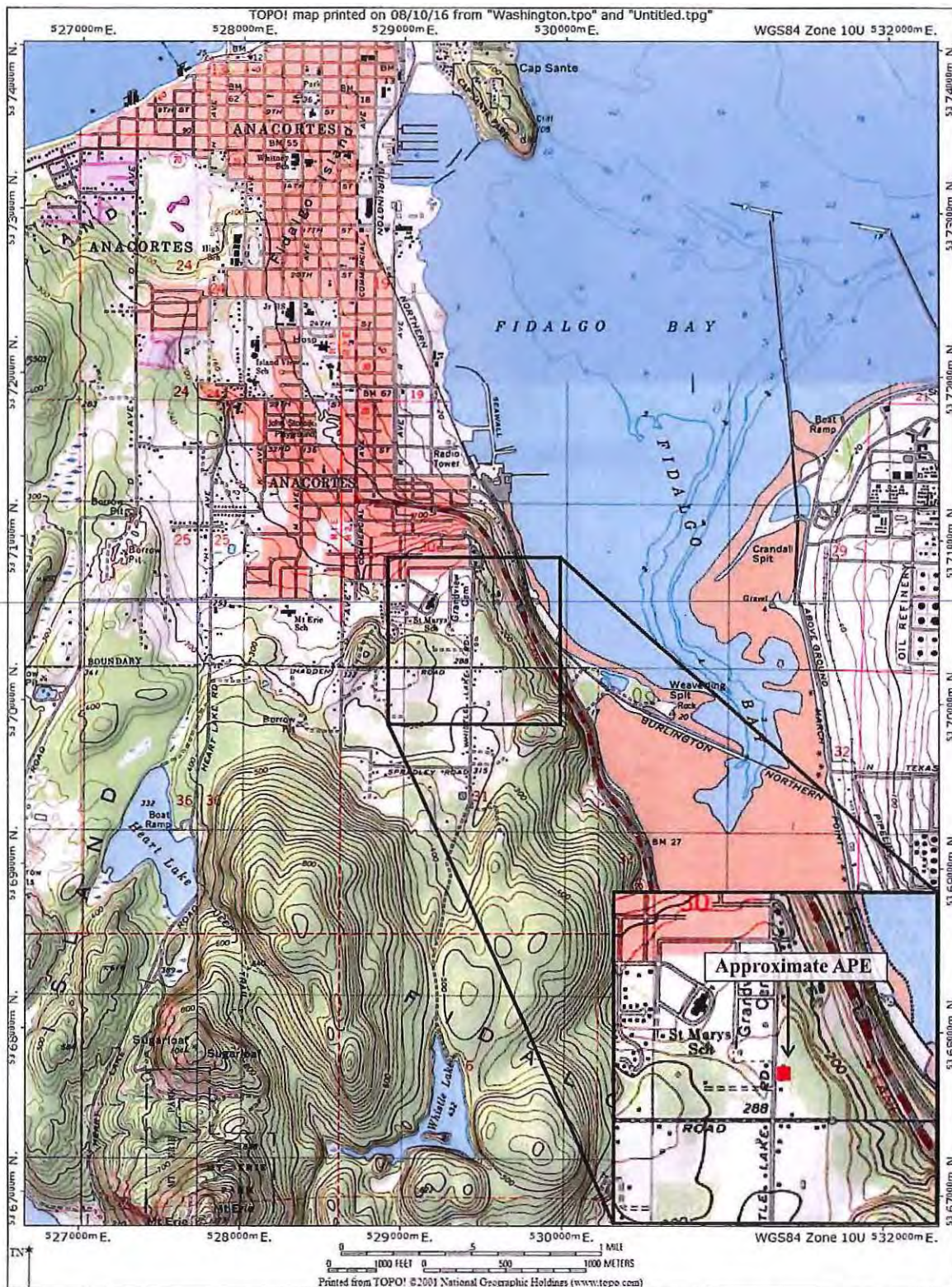


Figure 1. Portion of the USGS (1978) Anacortes South, WA topographic map detailing the location of the project area.

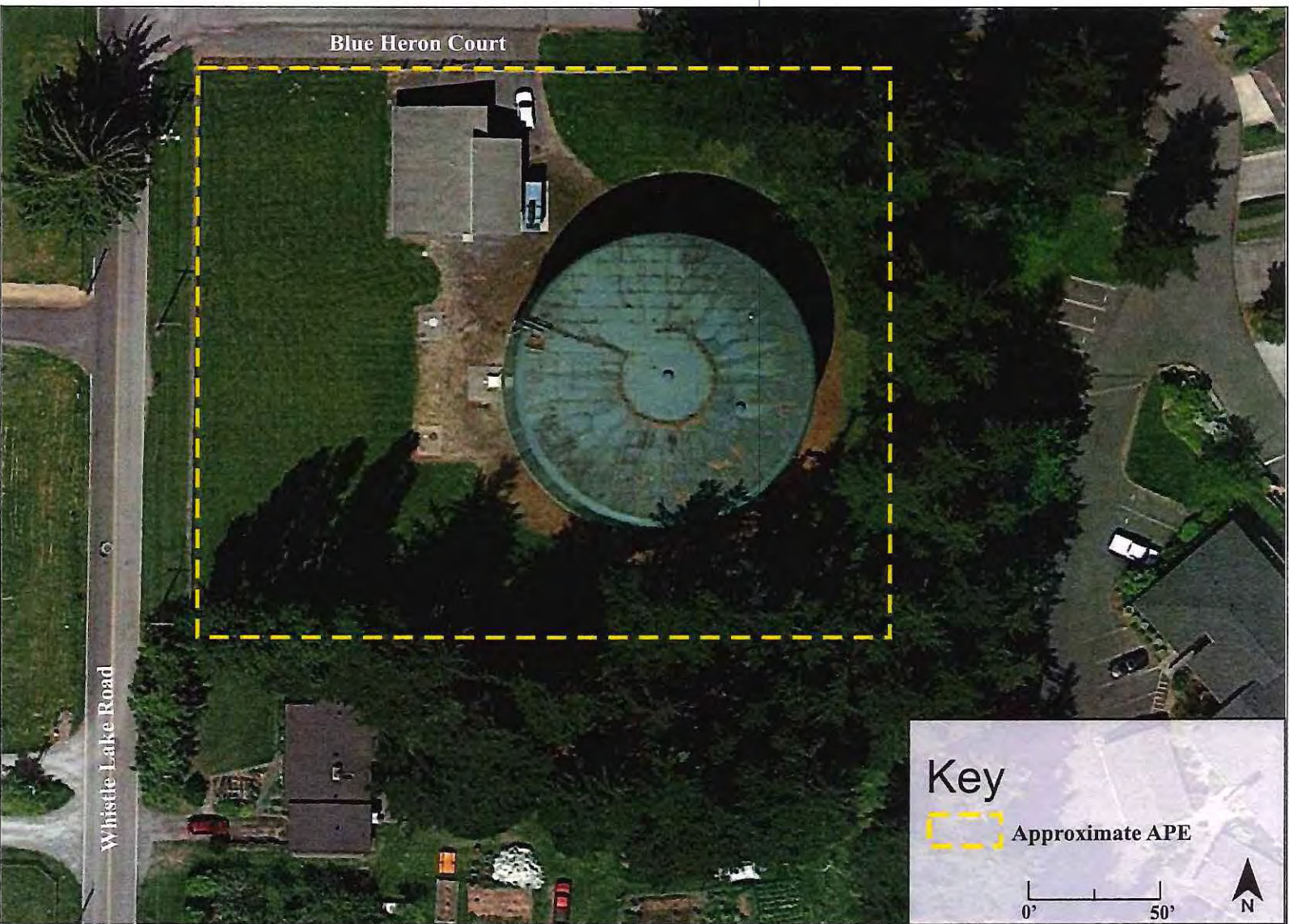


Figure 2. Aerial map indicating the approximate location of the proposed reservoir installation. Image from Google Earth, adapted by DA.

BACKGROUND REVIEW

Determining the probability for historic properties to be present within the project area was based largely upon review and analysis of past environmental and cultural contexts and previous cultural resources studies and sites recorded within one-mile of the project area. Consulted sources included reviewing local geologic data to better understand the depositional environment; archaeological, historic and ethnographic records on file on the Washington Information System for Architectural and Archaeological Records Data (WISAARD) database; and selected published local historic records.

Topography and Geology

The project is located in the City of Anacortes on Fidalgo Island. Fidalgo Island has a complex geological history. The bedrock consists of an assemblage of Paleozoic through Mesozoic (~540-65 million year ago) sedimentary and volcanic rocks that were accreted to North America as oceanic crust was subducted under the continental crust (Brown and Dragovich 2003).

Fidalgo Island falls within the Puget Lowlands, a geological and physiographic province that was shaped by at least four periods of extensive glaciation during the Pleistocene (Easterbrook 2003; Waitt and Thorson 1983). The bedrock was depressed and deeply scoured by glaciers and sediments were deposited and often reworked as the glaciers advanced and retreated. A thick mantle of glacial till and drift were left on many portions of Fidalgo Island at the end of the last of these glacial periods: the Fraser Glaciation.

The Vashon Stade of the Fraser Glaciation began around 18,000 B.P. with an advance of the Cordilleran ice sheet into the lowlands (Porter and Swanson 1998). As the ice built up one lobe flowed down into the Puget Lowland and another lobe filled the Strait of Juan de Fuca. The ice in the Puget Lobe reached its terminus just south of Olympia between 14,500 and 14,000 BP (Clague and James 2002; Easterbrook 2003; Waitt and Thorson 1983). The Puget Lobe was thicker towards the north and thinned towards its terminus. The depth of the ice over the San Juan Islands is estimated to have been about 1600-1800 meters (Easterbrook 2003).

The Puget Lobe began to retreat shortly after reaching its terminus. Marine waters entered the lowlands that had been carved out by the glacier and filled Puget Sound. The remaining ice was floated and wasted away rapidly. Everson glaciomarine drift deposits dating between 12,500 and 11,500 BP were released from the melting glacial ice and deposited on the sea floor across the northern and central Puget Lowland (Easterbrook 2003). The enormous weight of the ice had depressed the land but as the crust rebounded relative sea levels fell and exposed some of the drift deposits (Clague and James 2002; Easterbrook 2003).

The project area overlies the bedrock of the Fidalgo complex (Brown and Dragovich 2003). The Fidalgo complex consists of peridotite, gabbro, quartz diorite-tonalite, sedimentary breccia, argillite, and volcanic-lithic sandstone. The surficial geology within the project area has been mapped as Vashon Stade glacial outwash deposits.

According to the United States Department of Agriculture Natural Resources Conservation Service (USDA NRCS n.d.) and the University of California Davis SoilWeb (UCDavis SoilWeb n.d.) soils in the project area have been mapped as Keystone loamy sand 0 to 8 percent slopes. The Keystone series is described as consisting of very deep, somewhat excessively drained soils formed in sandy glacial outwash on plains, hillslopes, kames, and moraines at elevations of near sea level to 90 meters AMSL. A typical pedon is described as:

Oi--0 to 3 cm; slightly decomposed plant material; clear smooth boundary.

A1--3 to 8 cm; dark grayish brown (10YR 4/2) sandy loam, black (10YR 2/1) moist; strong coarse granular structure; slightly hard, very friable, nonsticky, nonplastic; many very fine, fine, and medium roots; moderately acid (pH 5.7); clear wavy boundary.

A2--8 to 20 cm; brown (10YR 5/3) sandy loam, very dark grayish brown (10YR 3/2) moist; weak medium subangular blocky structure; slightly hard, very friable, nonsticky, nonplastic; many very fine, fine, and medium roots; 5 percent gravel; moderately acid (pH 5.6); clear wavy boundary. (Combined A horizon thickness is 13 to 24 cm)

Bw1--20 to 48 cm; light yellowish brown (2.5Y 6/4) loamy sand, olive brown (2.5Y 4/3) moist; single grain; loose, nonsticky, nonplastic; common fine and many medium and coarse roots; 5 percent gravel; strongly acid (pH 5.5); clear wavy boundary.

Bw2--48 to 86 cm; light yellowish brown (2.5Y 6/4) very gravelly loamy sand, light olive brown (2.5Y 5/3) moist; single grain; loose, nonsticky, nonplastic; few fine and medium roots; 25 percent gravel, 5 percent cobbles, and 5 percent stones; moderately acid (pH 6.0); clear wavy boundary. (Combined Bw horizon thickness is 30 to 68 cm)

C--86 to 150 cm; light yellowish brown (2.5Y 6/3) loamy sand, light olive brown (2.5Y 5/3) moist; massive; moderately hard, friable, nonsticky, nonplastic; slightly acid (pH 6.3); 5 percent gravel.

Vegetation and Fauna

The Puget Sound basin, as part of the Puget Trough, is part of the *Tsuga heterophylla* zone. Precontact vegetation would have included an overstory of Western red cedar (*Thuja plicata*), Western hemlock (*Tsuga heterophylla*), and Douglas fir (*Pseudotsuga menziesii*) (Franklin and

Dyrness 1973). Lowland areas would have had a canopy dominated by, but not limited to, red alder (*Alnus rubra*), Oregon maple (*Acer macrophyllum*), and willow (*Salix* sp.) with a thick understory of stinging nettles (*Urtica dioica*), bracken fern (*Pteridium aquilinum*), sword fern (*Polystichum munitum*), skunk cabbage (*Lysichiton americanus*) and Nootka rose (*Rosa nutkana*).

A substantial marine invertebrate population in coastal waters near the project area would have included bivalves such as the steamer clam (*Leukoma staminea*), butter clam (*Saxidomus giganteus*), horse clam (*Tresus capax*), and basket cockle (*Clinocardium nuttali*). Univalves would have included frilled dogwinkle (*Nucella lamellosa*). These shellfish were a significant contribution to the precontact diet.

Abundant pink salmon (*Oncorhynchus gorbuscha*) runs go through Deception Pass on their route to the Skagit River. Other anadromous fish species would also be available in the nearshore and offshore environments. Additional harvested marine species in the surrounding waters would have included dogfish (*Squalus acanthias*), Pacific cod (*Gadus macrocephalus*), lingcod (*Ophiodon elongatus*), herring (*Clupea harengus*), and Eulachon (*Thaleichthys pacificus*).

In addition to a broad range of seasonal and permanent birds, the near shore waters contain various marine mammal species that may have contributed to the precontact diet, Harbor Seal (*Phoca vitulina*) being the most prominent. Terrestrial mammals are rarer and tend to be smaller species. Blacktailed deer (*Odocoileus hemionus*) are still found on Fidalgo and elk (*Cervus canadensis*) were previously found on the island.

Cultural Context

Ethnographic

There are number of Coast Salish groups that have traditional claims to the area surrounding the project area. The aboriginal inhabitants of the area were classified by Suttles (1951:6) as Northern Straits Salish, a group of Coast Salish peoples differentiated by dialect and areas of occupation. It is important to note that these names were imposed upon the indigenous population by Europeans who expected them to be static groups and that these labels would logically apply to all descendents. The Samish are recognized as the local Northern Straits Salish group, although the Swinomish and Lummi have made claims to the area because of longtime family connections and traditional cooperative use. Distinguishing the Northern Straits Salish is their language, Lkungen, which differs from its close sister language Klallam (Southern Straits Salish) and is distinct from Lushootseed, spoken by other Coast Salish peoples further to the south and east (Blukis-Onat 1987; Thompson 1978). Straits Salish peoples also differ from other Coast Salish by the subsistence strategies focused primarily on marine resources and reef-netting of sockeye salmon.

Native people of the Northwest coast recognized ancestry, rights to resources, resource locations, settlement areas, songs, dances, rituals and other cultural expressions as dynamic and individually restrictive, not group based as is understood by the European world view of nationalities. Prior to European contact and influence the Coast Salish peoples were less segmented. They were more of a fluid entity than after the divisive influences brought by Euroamericans and other non-Native influences. Traditional land use rights were determined by marriage and/or inheritance; therefore, intermarriage (for one) between groups frequently created dynamic opportunities for resource acquisition. In addition, the artificial political boundary of the US/Canada border is another artifice of European conquest that further divided indigenous life ways.

According to Ruby and Brown (1992[1986]) winter villages were preferentially located on Fidalgo, Samish and Guemes Islands during the precontact period. According to Suttles (1951), the north and west shores of Fidalgo Island were used exclusively by the antecedents of today's Samish Nation. Resources were taken from specific areas when it was the best time of year to do so, people would have travelled throughout the area occupying particular areas relative to what resource was available and to which they had rights to exploit. In the spring and summer they utilized the southern and eastern portions of Lopez Island and the surrounding smaller islands as part of their seasonal round to live and gather resources during the year (Suttles 1951). There were not fixed boundaries and that the highly mobile people maintained extensive contact with their neighbors and shared use areas with each other (Blukis -Onat 1987).

Historic

Expansion for colonization along with trade brought Europeans into contact with the Native population of the islands. The navigable trade waters surrounding the San Juan Islands were first visited by Spanish explorers Francisco de Eliza, Juan Pantoja y Arriga, and later British explorers such as Lieutenant William Broughton, sailing under George Vancouver. Fidalgo Island was first sighted by the Spanish on July 5, 1790 by Manuel Quimper while exploring the inland waters of Washington (Blumenthal 2004). He named the island for Lieutenant Salvador Fidalgo who he had previously dispatched to explore the Alaskan coast and determine the extent of Russian migration (Blumenthal 2004).

The early European explorers would have been looking for resources to exploit such as timber, farmland, and furs. The first settlers did not arrive on Fidalgo Island until the 1850's. Its relative isolation and resource potential relegated it to a secondary concern for Euroamerican settlement (Lunsford 2009). Shortly after the arrival of permanent residents to the island the majority of the Native population relocated to nearby islands or the Swinomish Reservation once it was established in 1873 (Sampson 1972).

In 1879 the town of Anacortes, originally called Ship Harbor, was founded by railroad surveyor Amos Bowman. Eventually the town was renamed for his wife, Anna Curtis Bowman. In the 1880s Anacortes had a large population boom as a result of the expectation that it would become a railway

terminus. Between January and March 1890 the population of the town grew from 40 to 3,000. However in 1893 Anacortes along with other towns hoping to be railroad terminals were suffering from the “Panic of 1893” an economic depression tied to the overbuilding and questionable financing of the railroad industry that resulted in bank failures and was the worst economic depression the United States had faced to that date. Anacortes rebounded from this economic crisis with the establishment of fish canneries, fruit canneries, sawmills, shingle mills, and factories by the turn of the century (Lunsford 2009).

The first of these canneries, the Fidalgo Island Packing Company, was opened in 1893. This cannery employed about 350 people including Chinese, Norwegian, and Greek Euroamerican immigrants, as well as a large body of Samish workers, employed for their knowledge of traditional salmon fishing and netting sites located nearby (Waterhouse 1986). The Samish lived in separate quarters, like the Chinese, away from the larger body of Euroamerican employees. The remains of their living area are still observable surrounding Cannery Lake and the Ship Harbor wetlands around the Washington State Ferry Terminal (Baldwin et al. 2007; Gill 2008; Koziarski and Baldwin 2010a, 2010b, 2010c; Waterhouse 1986; Wessen and Waterhouse 1987). Cannery operations continued in Ship Harbor into the 1920’s when the cannery and rail were closed, abandoned, and subsequently sold to the Port of Anacortes.

Previous Cultural Resource Studies and Archaeological Sites

The first regional study of indigenous society on the Northwest Coast was conducted by the Jesup North Pacific Expedition in 1897-1902 (Smith 1907). The multidiscipline group was lead by Franz Boas, and sponsored by the American Museum of Natural history. The expedition accounted for early documentation of many groups throughout Washington State and the northwest coast generally, but little else happened in way of research until after World War II.

Archaeological investigations in the general vicinity were conducted by Alan Bryan (1963). The efforts in the area were concentrated more on the readily identifiable shell matrix sites along the shoreline while interior, particularly populated cities were largely excluded. More recently there have been efforts to identify cultural resources as part of development-based efforts and some historic structure reviews sponsored by the City of Anacortes and DAHP (Baldwin 2013a, 2013b; Barsh 2003; Gilpin 2009; Hartmann 2012; Hodges 2003a; Jordan et al. 2008; Kohler 2007, 2010; Koziarski and Baldwin 2010a, 2010b, 2010c; Thompson, et.al 2009).

According to the WISAARD database (accessed July 29, 2016) there have been 18 cultural resource studies previously conducted within approximately one mile of the present project area (Table 1), in which most reviews have been limited to locations near the Fidalgo Bay shoreline. Julie M. Kohler (2007, 2010) conducted a number of efforts to record and assess historic structures within selected portions of the City of Anacortes. Although her most recent work included the present project area, nothing of note was recorded on or near the site. Her latest project built upon

four previous surveys undertaken in 1976, 1987 and 2007. The shoreward cultural resources reviews are located near or beyond one mile from the project area, but are presented in brief for context.

Table 1. Previous cultural resource surveys conducted within one-mile of the APE.

Citation	Report Title	Performing Agency	Cultural Resources Identified
Baldwin, Garth L., and Marsha R. Hanson 2016	Cultural Resources Review of the Haddon Road Planned Unit Development Project, Skagit County, Washington	Drayton Archaeology	No Significant Cultural Resources Identified
Ferry, Jackie 2015	Archaeological Monitoring Report for the Barbecue Pit Cover Installation, Fidalgo Bay RV Resort, Anacortes, Skagit County, WA	Samish Indian Nation	45SK42
Hovezak, Mark 2007	Archaeological Assessment of the Hrutfiord CREP Project Area, Blaine, Whatcom County, Washington	Rosario Archaeology	No Significant Cultural Resources Identified
Baker, R. Todd 2014	Cultural Resource Survey: Proposed Telecommunications Tower Site Site Name: WA1 Storvik Park-New Build, Anacortes, Skagit County, Washington	Terracon Consultants, Inc.	No significant cultural resources identified
Ferry, Jackie 2013	Archaeological Monitoring Report for the Parking Lot Development, Fidalgo Bay RV Resort, Anacortes, Skagit County, WA	Samish Indian Nation	No significant cultural resources identified
Analytical Environmental Services 2011	Fidalgo Bay Resort Flats Cultural Resources Study Samish Indian Nation Fee-To-Trust Project	Analytical Environmental Services	45SK43
Hartmann, Glenn D. 2012	Cultural Resources Assessment for the HFA Boatyard Project, Anacortes, Skagit County, WA	Cultural Resource Consultants, Inc.	No significant cultural resources identified
Nelson, Margaret A., and Randall F. Schalk 2010	Archaeological Testing at Weaverling Spit, Site 45SK43, Skagit County, Washington, Final Technical Report	Cascadia Archaeology	45SK43
Moreno, Meredith A., Justin C. Preston, and Garth L. Baldwin 2011	Archaeological Assessment for the Fidalgo Bay Road Improvement Project, Anacortes, Washington	Drayton Archaeological Research	No significant cultural resources identified

Citation	Report Title	Performing Agency	Cultural Resources Identified
Smart, Tamela S., Alyson M. Rollins, and Brett N. Meidinger 2009	Archaeological Monitoring Report: Fidalgo Bay Beach Nourishment and Shoreline Stabilization, Skagit County, Washington	Equinox Research and Consulting International Inc.	45SK43, 45SK296
Chatters, James 2010	Cultural Resources Assessment of Remedial Investigation Activities, Former Custom Plywood Property, Anacortes, WA	AMEC Geomatrix, Inc.	45SK436
Barg, Diana M. 2008	Monitoring Report for the Dance Hall Demolition Project, Weaverling Spit, Skagit County, Washington	Samish Indian Nation	45SK42, 45SK322
Kaehler, Gretchen, and Gail Thompson 2008	Historical Evaluation of the Tugboat <i>Enchantress</i> , Anacortes, Washington	Historical Research Associates, Inc.	45SK369
Wessen, Gary C. 2008	An Archaeological Survey and Evaluation of the 'Dance Hall' Demolition Project Area, Weaverling Spit, Skagit County, Washington	Wessen & Associates, Inc.	45SK42, 45SK322
Nelson, Margaret A. 2006	Test Excavations at Weaverling Spit, Site 45SK43 Skagit County, Washington	Cascadia Archaeology	45SK43
Hodges, Charles M. 2003	Cultural Resource Reconnaissance for the Thompson Trail Project, Phase 1, City of Anacortes, Skagit County, Washington	Northwest Archaeological Associates, Inc.	45SK296
Hodges, Charles M. 2003	Cultural Resource Reconnaissance for the Thompson Trail Project, Phase 2, City of Anacortes, Skagit County, Washington	Northwest Archaeological Associates, Inc.	45SK43, 45SK296
Campbell, Sarah K. 2003	Weaverling Spit 45SK43 Permit #03-02	Equinox Research and Consulting International Inc.	45SK43
Trost, Teresa 2005	Cultural Resource Assessment of Tract B (P33038, City Account No. 350230-0-012-0106) and Tract C (P33039, City Account No. 350230-0-012-0205)	Cascadia Archaeology	No significant cultural resources identified

Six archaeological sites have been recorded within one mile of the project area, all located along the shoreline or on Weaverling Spit. Sites 45SK322, 45SK42, and 45SK43 are all located on

Weaverling Spit and consist of shell midden deposits, with the former sites also containing fire-altered rock, chipped stone artifacts, faunal remains including marine shells and animal bone, and charcoal (Bryan 1954; Bryan and Osmundson 1954; Blukis Onat 1981; Ferry 2015; Hodges 2003b, 2003c; Moura 2003; Trost 2005; Nelson 2006, 2010; Schalk 2004; Wessen 2008a, 2008b). Three historic sites were also recorded including the Custom Plywood Mill Ruin 45SK436 (Chatters 2010), *The Enchantress*, 45SK369, a Miki-class tugboat (Kaehler 2008), and a railway segment of the Seattle and Northern Railway Company's Skagit Line, 45SK296 (Hodges 2003c).

CULTURAL RESOURCE EXPECTATIONS

Based on a review of the previous efforts at identifying cultural resources, past historical, environmental and cultural reviews, the project area was considered to be located in an area to have a low probability for either historic-era or precontact cultural deposits, structures, or isolated items. The expectations were based upon:

- Previous inventories of historic or potentially historic structures in the city of Anacortes.
 - The topographic and geologic context of the project area is unlikely to contain cultural resources.
-
- Cultural resources, either historic or prehistoric, are likely to be located near shoreline areas.

Nonetheless, all types of cultural resources were considered during work, however improbable. Remnants of precontact activities related to lithic resource acquisition and testing (cobble tool scatters), fire modified rock (suggestive of processing/camping activities), temporary camps or resource processing locations that could represent a range of ephemeral hunting, gathering and/or ceremonial activities. Historic cultural resources thought possible included trash scatters or artifacts associated with logging, farming or residential settlement. Considering the depositional environment of the project area any potential cultural resource deposits were expected to be highly disturbed.

FIELD INVESTIGATION

Field investigation was conducted by DA archaeologist, Oliver Patsch on August 1, 2016 in clear, sunny and warm weather. Field investigation included pedestrian survey, exposed soil inspection and excavation of shovel probes (SPs). Photographs of the area and representative soil profiles were recorded for the probes.

Pedestrian survey within the project area was conducted in order to identify any surface features such as historic properties, foundations, or earthen works, as well as to identify suitable areas for subsurface inspection. Subsurface investigation consisted of shovel probe placed judgmentally within the project area. Shovel probes measuring approximately 40 to 50 centimeters in diameter were excavated to sterile subsoil, groundwater, or glacial till, depending on the conditions.

Excavated sediment was screened through ¼ inch hardware mesh. All shovel probes were measured, described, photographed and GPSed. Notes detailing the soil profile were prepared and include information about soil stratigraphy, constituents, and features. Each shovel test location was backfilled upon completion of hand excavation.

The project area consists of an open, cleared area located near an already existing water facility and building (Photos 1 and 2). Vegetation on site consists of landscaped grasses, with a variety of conifers and deciduous trees located along the southern portion of the project area.



Photo 1. Overview of the project area, view is to the south.



Photo 2. Overview of the project area, view is to the east/northeast.

One SP, was excavated within the project area (Figure 3). Soils observed were consistent with the Keystone series previously mapped by the USDA NRCS (n.d.) and UCDavis SoilWeb (n.d.) (Photo 3) with slight variations occurring across the area. No cultural material was encountered in any of the SPs.

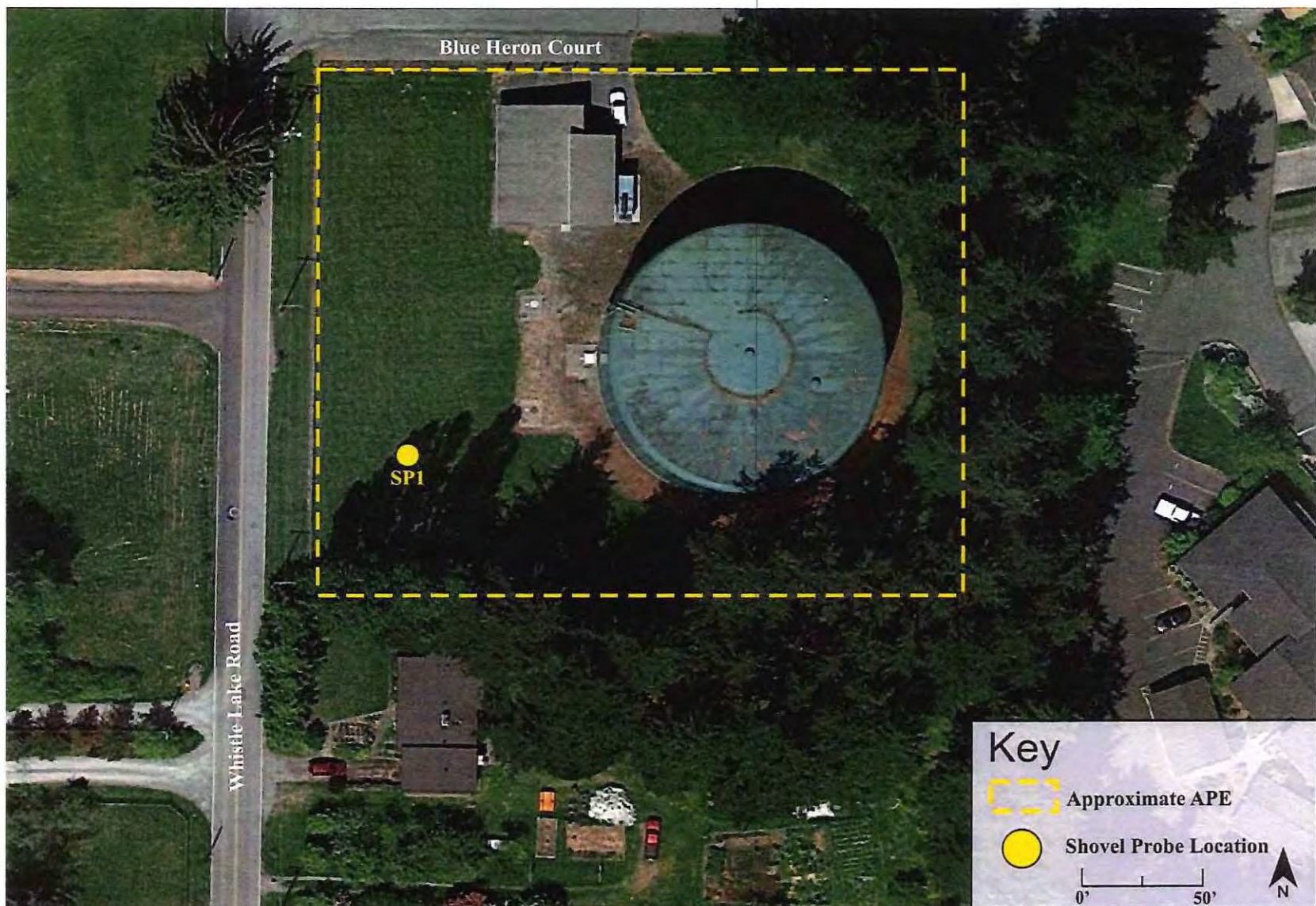


Figure 3. Aerial map showing location of shovel probe.



Photo 3. Overview of SP1 showing soils encountered within the project area.

RECOMMENDATIONS

The archaeological investigation of the City of Anacortes Blue Heron Circle Reservoir Rehabilitation Project did not encounter cultural deposits. Drayton's cultural resources assessment consisted of background review, field investigation, and production of this report. Background review determined the area of potential effects (APE) to be located in an area of low probability for historic properties. Field investigation included pedestrian and subsurface survey. No evidence of precontact or historic archaeological deposits was encountered. As proposed, the project does not appear to have the potential to affect any historic properties, and no further cultural resources oversight is warranted. It is our recommendation that EPA assert a determination of No Historic Properties Affected to the Washington State Historic Preservation Officer and all other interested and consulting parties.

Shovel testing in any area is a cost effective means to locate subsurface deposits, but it is certainly not exhaustive. Therefore, no shovel testing regiment is 100% accurate in recovering or locating buried cultural sites. In the event any items of cultural patrimony are encountered, by law all work must cease. It is further recommended that proponents become familiar with Washington State laws, particularly Revised Code of Washington (RCW) Chapter 27.53.060, RCW 27.44.040 and RCW 68.50.645.

Washington State law provides for the protection of all archaeological resources under RCW Chapter 27.53, Archaeological Sites and Resources, which prohibits the unauthorized removal, theft, and/or destruction of archaeological resources and sites. This statute also provides for prosecution and financial penalties covering consultation and the recovery of archaeological resources. Furthermore, RCW Chapter 27.44, Indian Graves and Records, states that the willful removal, mutilation, defacing, and/or destruction of Indian burials constitutes a Class C felony.

In the event that archaeological materials are encountered during the development of the property, an archaeologist should immediately be notified and work halted in the vicinity of the find until the materials can be inspected and assessed. At that time, the appropriate persons are to be notified of the exact nature and extent of the resource so that measures can be taken to secure them. In the event of inadvertently discovered human remains or indeterminate bones, pursuant to RCW 68.50.645, all work must stop immediately and local law enforcement agencies must be contacted. Any remains should be covered and secured against further disturbance, and communication should be immediately established with local law enforcement, the State Physical Anthropologist at DAHP, and the appropriate Tribal Historic Preservation Officer(s), and the Samish, Skagit, and Swinomish Tribes.

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INADVERTENT DISCOVERY PLAN AND PROCEDURES OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS

BLUE HERON CIRCLE 3 MG RESERVOIR REHABILITATION PROJECT, CITY OF ANACORTES, SKAGIT COUNTY WASHINGTON

1. INTRODUCTION

The City of Anacortes (Water System 02200) plans to construct the Blue Heron Circle 3 MG Reservoir Rehabilitation Project. The purpose of this project is to construct a 1.5 million gallon (MG) reservoir adjacent to the existing 3 MG reservoir, then demolish the old one and replace it with another 1.5 MG reservoir. The following Inadvertent Discovery Plan (IDP) outlines procedures to follow, in accordance with state and federal laws, if archaeological materials or human remains are discovered.

2. RECOGNIZING CULTURAL RESOURCES

A cultural resource discovery could be prehistoric or historic. Examples include, but are not limited to:

- An accumulation of shell, burned rocks, or other food related materials
- Bones or small pieces of bone,
- An area of charcoal or very dark stained soil with artifacts,
- Stone tools or waste flakes (i.e. an arrowhead, or stone chips),
- Clusters of tin cans or bottles, logging or agricultural equipment that appears to be older than 50 years,
- Buried railroad tracks, decking, or other industrial materials.

When in doubt, assume the material is a cultural resource.

3. ON-SITE RESPONSIBILITIES

STEP 1: STOP WORK. If any City of Anacortes employee, contractor or subcontractor believes that he or she has uncovered a cultural resource at any point in the project, all work adjacent to the discovery must stop. The discovery location should be secured at all times.

STEP 2: NOTIFY MONITOR. If there is an archaeological monitor for the project, notify that person. If there is a monitoring plan in place, the monitor will follow its provisions.

STEP 3: NOTIFY PROJECT MANAGEMENT AND CULTURAL RESOURCES PROGRAM. Contact the Project Manager and the Cultural Resources (CR) Program Manager:

Project Manager:
Matt Reynolds
City of Anacortes
360-299-1951
mattr@cityofanacortes.org

CR Program Manager:
Ross Widener
Widener & Associates
425-348-3059
rwidener@prodigy.net

If you can't reach the CR Program manager, contact your project's assigned Cultural Resources Specialist:

Assigned CR Specialist:
Garth Baldwin
Drayton Archaeology
360-739-3921
garth@draytonarchaeology.com

The Project Manager or the Cultural Resources Program Manager will make all other calls and notifications.

If human remains are encountered, treat them with dignity and respect at all times. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and to shield them from being photographed. Do not call 911 or speak with the media.

4. FURTHER CONTACTS AND CONSULTATION

A. Project Manager's Responsibilities:

- Protect Find: The Project Manager is responsible for taking appropriate steps to protect the discovery site. All work will stop in an area adequate to provide for the total security, protection, and integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site. Work in the immediate area will not resume until treatment of the discovery has been completed following provisions for treating archaeological/cultural material as set forth in this document.
- Direct Construction Elsewhere On-site: The Project Manager may direct construction away from cultural resources to work in other areas prior to contacting the concerned parties.
- Contact CR Manager: If the CR Program Manager has not yet been contacted, the Project Manager will do so.

B. CR Program Manager's Responsibilities:

- Identify Find: The CR Program Manager (or a CR Specialist if so delegated), will ensure that a qualified professional archaeologist examines the find to determine if it is archaeological.
 - If it is determined not archaeological, work may proceed with no further delay.
 - If it is determined to be archaeological, the CR Manager or CR Specialist will continue with notification.
 - If the find may be human remains or funerary objects, the CR Manager or CR Specialist will ensure that a qualified physical anthropologist examines the find. If it is determined to be human remains, the procedure described in Section 5 will be followed.
- Notify DAHP: The CR Program Manager (or a CR Specialist if so delegated) will contact the involved federal agencies, including the Department of Health, Drinking Water State Revolving Fund (DOH, DWSRF) and the Department of Archaeology and Historic Preservation (DAHP).
- Notify Tribes: If the discovery may relate to Native American interests, the Manager or Specialist will also contact the project's Tribal Liaison, or, if the project is not assigned a Liaison, the Executive Tribal Liaison.

Federal/State Agencies:

Agency: The Department of Health (DOH)
Heather Youckton
Cultural Resources Coordinator
360.236.3106
Heather.youckton@doh.wa.gov

Department of Archaeology and Historic Preservation:

Dr. Allyson Brooks	or	Dr. Rob Whitlam
State Historic Preservation Officer		State Archaeologist
360.586.3066		360.586.3080

The CR Program Manager or Specialist, will contact the interested and affected Tribes if the DOH Cultural Resources Coordinator is unavailable.

Tribes consulted on this project are:

Swinomish Tribe:

Larry W Campbell

THPO

360.466.7352

lcampbell@swinomish.nsn.us

Samish Indian Nation:

Jacquelyn Ferry

THPO

360.293.6404 x126

jferry@samishtribe.nsn.us

Sauk-Suiattle Indian Tribe:

Norma Joseph

THPO

360.436.0131 x266

njoseph@sauk-suiattle.com

C. Further Activities

- Archaeological discoveries will be documented as described in Section 6.
- Construction in the discovery area may resume as described in Section 7.

5. SPECIAL PROCEDURES FOR THE DISCOVERY OF HUMAN SKELETAL MATERIAL

Any human skeletal remains, regardless of antiquity or ethnic origin, will at all times be treated with dignity and respect.

If the project occurs on federal lands (e.g., national forest or park, military reservation) the provisions of the Native American Graves Protection and Repatriation Act of 1990 apply, and the responsible federal agency will follow its provisions. Note that state highways that cross federal lands are on an easement and are not owned by the state.

If the project occurs on non-federal lands, the City of Anacortes will comply with applicable state and federal laws, and the following procedure:

A. Notify Law Enforcement Agency or Coroner's Office:

In addition to the actions described in Sections 3 and 4, the Project Manager will immediately notify the local law enforcement agency or coroner's office.

The coroner (with assistance of law enforcement personnel) will determine if the remains are human, whether the discovery site constitutes a crime scene, and will notify DAHP.

Skagit County Medical Examiner & Coroner
360-336-9431

B. Participate in Consultation:

Per RCW 27.44.055, RCW 68.50, and RCW 68.60, DAHP will have jurisdiction over non-forensic human remains. City of Anacortes personnel will participate in consultation.

C. Further Activities:

- Documentation of human skeletal remains and funerary objects will be agreed upon through the consultation process described in RCW 27.44.055, RCW 68.50, and RCW 68.60.
- When consultation and documentation activities are complete, construction in the discovery area may resume as described in Section 7.

6. DOCUMENTATION OF ARCHAEOLOGICAL MATERIALS

Archaeological deposits discovered during construction will be assumed eligible for inclusion in the National Register of Historic Places under Criterion D until a formal Determination of Eligibility is made.

Cultural Resources Program staff will ensure the proper documentation and assessment of any discovered cultural resources in cooperation with the federal agencies, including the DOH, DWSRF, DAHP, affected tribes, and a contracted consultant (if any).

All prehistoric and historic cultural material discovered during project construction will be recorded by a professional archaeologist on State of Washington cultural resource site or isolate form using standard techniques. Site overviews, features, and artifacts will be photographed; stratigraphic profiles and soil/sediment descriptions will be prepared for subsurface exposures. Discovery locations will be documented on scaled site plans and site location maps.

Cultural features, horizons and artifacts detected in buried sediments may require further evaluation using hand-dug test units. Units may be dug in controlled fashion to expose features, collect samples from undisturbed contexts, or interpret complex stratigraphy. A test excavation unit or small trench might also be used to determine if an intact occupation surface is present. Test units will be used only when necessary to gather information on the nature, extent, and integrity of subsurface cultural deposits to evaluate the site's significance. Excavations will be conducted using state-of-the-art techniques for controlling provenience.

Spatial information, depth of excavation levels, natural and cultural stratigraphy, presence or absence of cultural material, and depth to sterile soil, regolith, or bedrock will be recorded for each probe on a standard form. Test excavation units will be recorded on unit-level forms, which include plan maps for each excavated level, and material type, number, and vertical provenience (depth below surface and stratum association where applicable) for all artifacts

recovered from the level. A stratigraphic profile will be drawn for at least one wall of each test excavation unit.

Sediments excavated for purposes of cultural resources investigation will be screened through 1/8-inch mesh, unless soil conditions warrant 1/4-inch mesh.

All prehistoric and historic artifacts collected from the surface and from probes and excavation units will be analyzed, catalogued, and temporarily curated. Ultimate disposition of cultural materials will be determined in consultation with the federal agencies, DAHP, and the affected tribes.

Within 90 days of concluding fieldwork, a technical report describing any and all monitoring and resultant archaeological excavations will be provided to the Project Manager, who will forward the report to the DOH DWSRF program for review and delivery to the federal agencies (if any), SHPO, and the affected tribe(s).

If assessment activity exposes human remains (burials, isolated teeth, or bones), the process described in Section 5 above will be followed.

7. PROCEEDING WITH CONSTRUCTION

Project construction outside 100 feet of the discovery location may continue while documentation and assessment of the cultural resources proceed. A CR Specialist must determine the boundaries of the discovery location with consultation of the DOH. In consultation with DOH, DAHP and affected tribes, Project Manager and Cultural Resources Program staff will determine the appropriate level of documentation and treatment of the resource. If federal agencies are involved, the agencies will make the final determinations about treatment and documentation.

Construction may continue at the discovery location only after the process outlined in this plan is followed and DOH, DWSRF (and the federal agencies, if any) determine that compliance with state and federal laws is complete.

NOTICE TO THE PUBLIC OF INTENT TO REQUEST RELEASE OF FUNDS

DATE: October 18, 2016

Matt Reynolds

(Name of Applicant)

904 6th Street, Anacortes, WA, 98221

(Street, City, Zip Code)

360-299-1951 x238

(Telephone Number)

TO ALL INTERESTED AGENCIES, GROUPS AND PERSONS

On or about November 18, 2016, the City of Anacortes will request the State of Washington Department of Health and Department of Commerce to release funds under Section 106 of the National Historic Preservation Act, National Environmental Policy Act, and Washington State Environmental Policy Act.

The City of Anacortes will undertake the projects described below utilizing Drinking Water State Revolving Fund Loans. A Determination of No Historic Properties Affected was issued for this project. A copy of the Project Review Sheet for Section 106 is on file at the above address and is available for public examination and copying upon request.

Project Information:

Blue Heron Circle 3 MG Reservoir Rehabilitation Project

(Project Title or Name)

The purpose of this project is to construct a 1.5 million gallon (MG) reservoir adjacent to the existing 3 MG reservoir, then demolish the old one and replace it with another 1.5 MG reservoir.

(Purpose and Nature of Project)

Township 35N, Range 02E, Section 30

(Location of Project)

\$4,974,755

(Estimated Cost of the Project)

Objections of the project may be submitted to the Office of Drinking Water Director, Garin Schrieve, Department of Health, P.O. Box 47822, Olympia, Washington 98504-7822. Any objections received after November 18, 2016 will not be considered by the Department of Health.

EXHIBIT #8:

GEOTECHNICAL REPORT

Draft Geotechnical Design Report
Anacortes Blue Heron Circle Reservoir Project
Anacortes, Washington

October 25, 2016



Excellence. Innovation. Service. Value.
Since 1954.

Draft

Submitted To:
Greg Pierson, PE
HDR
500 108th Avenue NE, Suite 1200
Bellevue, Washington 98004

By:
Shannon & Wilson, Inc.
400 N 34th Street, Suite 100
Seattle, Washington 98103

21-1-22259-001

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- 1 Vicinity Map
- 2 Site and Exploration Plan

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- A Subsurface Exploration Logs
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- C Important Information About Your Geotechnical/Environmental Report

Draft

**DRAFT GEOTECHNICAL DESIGN REPORT
ANACORTES BLUE HERON CIRCLE RESERVOIR PROJECT
ANACORTES, WASHINGTON**

1.0 INTRODUCTION

This draft geotechnical report presents the results of our geotechnical explorations and laboratory testing performed for the Anacortes Blue Heron Circle Reservoir Phase 1 project. The existing 3.0-million-gallon water storage reservoir is located at Blue Heron Circle in Anacortes, Washington, as shown in Figure 1.

Included in this report are a site and project description, results of our geotechnical explorations (boring and test pits), laboratory testing, and a description of the subsurface soil and groundwater conditions. Geotechnical recommendations for design of the proposed building foundations and site development are provided.

The services detailed in this report were provided in accordance with the scope of services as outlined in our contract with HDR, task Order 0034, dated June 17, 2016.

2.0 SITE AND PROJECT DESCRIPTION

The City of Anacortes initiated structural analyses of the reservoir in 2011, which indicated deterioration in the roof beams and roof plate joints due to corrosion. In addition, evaluation also found that the coatings also contain lead. Therefore, the reservoir will need to be replaced. We understand that the current goal of the City of Anacortes and HDR is to design two replacement reservoirs at the location shown in the Site and Exploration Plan, Figure 2.

3.0 GEOTECHNICAL INVESTIGATIONS

To evaluate the subsurface and groundwater conditions, geotechnical investigations were conducted at the Blue Heron Circle water reservoir site on October 3, 2016. A total of six test pits and one boring were excavated/drilled to characterize the subsurface conditions at the site.

The locations of the test pits and boring are shown in Figure 2. The test pits were excavated using a rubber-tired excavator operated by the Clearcreek earthwork contractor, under subcontractor to Shannon & Wilson, Inc. (Shannon & Wilson). A 30-foot-deep boring was drilled by a track-mounted drill rig operated by the Holocene drilling contractor, under subcontractor to Shannon & Wilson. The depths of the test pits ranged from 4 to 8.5 feet below

existing ground surface (bgs) and subsequently backfilled using excavated materials. Boring B-1 was drilled to 30 feet bgs and subsequently backfilled using bentonite chip fill. A Shannon & Wilson representative observed and logged the test pits and the boring, retrieved representative grab and Standard Penetration Test samples for subsequent laboratory testing, and prepared descriptive test pit and boring logs. The samples were placed in airtight jars and returned to our laboratory for testing. The logs of the test pits and boring are presented in Appendix A. A soil description and log key is also presented in Appendix A.

4.0 LABORATORY TESTING

Laboratory tests were performed on selected soil samples retrieved from the test pits and the boring. The laboratory testing program included a variety of tests to classify the soils and to provide data for engineering studies. Classification and index laboratory tests included visual classification and tests to determine natural water content and grain size distribution. The results from the laboratory tests are included in Appendix B.

4.1 Water Content Determinations

Water content was determined on selected samples in general accordance with ASTM International (ASTM) D2216, Test Method for Determination of Water (Moisture) Content of Soil and Rock. The water content is shown numerically or graphically on test pit logs and boring log, where such test was performed (Appendix A).

4.2 Grain Size Analyses

The grain size distribution of selected samples was determined in general accordance with ASTM D422, Standard Test Method for Particle-Size Analysis of Soils. Results of these analyses are presented as gradation curves in Appendix B. Each gradation sheet provides the Unified Soil Classification System (USCS) group symbol, the sample description, and water content. The USCS for samples with fewer than 50 percent fines were classified in general accordance with ASTM D2488, Standard Recommended Practice for Description of Soils (Visual-Manual Procedure).

5.0 SUBSURFACE CONDITIONS

The geology and subsurface conditions at the project site were inferred from soil samples and information obtained from the test pits and the boring and from geologic maps of the area. The following sections include a description of the general geology and the subsurface soil

encountered on the project site. Groundwater was not encountered in exploration test pits or the boring at time of excavation/drilling.

5.1 General Geology

The project site is located on the elevated southern plateau of the City of Anacortes. According to geological maps by Dragovich and others (2000), the site is overlaid by glacially derived recessional deposits during the latest stage of Fraser glaciation.

Through latest stage of glaciation during the Pleistocene period, Fraser glaciation and glacial and non-glacial sediments were deposited on the Metasedimentary and Metavolcanic rocks that occupy the southern plateau of the City of Anacortes. Between 28,000 and 15,000 years ago during the last glaciation, the glaciers covering the Puget Lowland receded toward the north and deposited glacial and non-glacial sediments.

5.2 Geologic Units

Based on our geotechnical explorations, the project area is predominantly underlain by glacially derived recessional Glaciomarine Drift (Qgdm) and recessional Glaciomarine Outwash (Qgom). Recent fill (Hf) overlies the glacial soils on the project site. The soil units encountered in our geotechnical investigations at the project site, from youngest to oldest, are as follows:

- **Fill (Hf)** – Materials likely placed during construction of existing water reservoir, both engineered and nonengineered. Typically, very loose to medium dense, silty Sand to poorly graded Sand with Silt containing construction debris, wood chips and debris, and organics. The fill thicknesses identified in the test pits and boring ranged from 0.5 to 8 feet as indicated in Table 1.
- **Glaciomarine Drift (Qgdm)** – Glaciofluvial sediment deposited as the glacial ice receded from the Puget Lowland. Typically, medium dense to dense and very stiff Silts, silty Clay, Clay, and clay-rich diamiction that may locally contain lenses and layers of sandy or gravelly outwash. These deposits are typically 2.5 to 4.5 feet thick where encountered in test pits and the boring.
- **Glaciomarine Outwash (Qgom)** – Glaciofluvial sediment deposited as the glacial ice receded from the Puget Lowland. Typically, medium dense to very dense, clean Sand and poorly graded Sand with Silt to silty Sand. These deposits are typically encountered below Qgdm and extended to the bottom of test pits and boring B-1.

5.3 Subsurface Conditions

Our understanding of the subsurface soil conditions at the project site is based on our interpretation of conducted geotechnical exploration and on our general understanding of the geologic history and stratigraphy of the region.

Estimated thickness of existing fill, bearing elevation on Qgdm and/or Qgom and the elevation of the Sand (Qgom) for the purpose of onsite stormwater infiltration are shown in Table 1:

TABLE 1
ESTIMATED EXISTING FILL THICKNESS, BEARING ELEVATION,
APPROXIMATE EXISTING GROUND SURFACE ELEVATION, AND
DEPTH TO SAND LAYER

Exploration Designation	Existing Fill Thickness (feet)	Recommended Bearing Elevation (feet)	Elevation of Sand (Qgom) (feet)	Approximate Existing Ground Surface Elevation (feet)
B-1	8.0	286	281	294
TP-1	0.7	285	285	288
TP-2	0.5	287	285	288
TP-3	2.5	286	283	289
TP-4	7.5	286	Not Observed	294
TP-5	2.5	286	Not Observed	291
TP-6	8.0	286	Not Observed	294

In general, the project site consists of a 0.5 to 8-foot-thick layer of Fill (Hf) over Glaciomarine Drift (Qgdm) underlain by Glaciomarine Outwash (Qgom). The Qgom is typically encountered between elevation (EL) +285 and EL +281 and extends to the bottom of test pits and boring B-1.

The fill includes about 6 inches of crushed rock surfacing that was encountered within an approximately 10-foot-wide perimeter around the existing water reservoir. At the new reservoir No. 1 site, the fill consisting of onsite reused material, likely placed during construction of the existing water reservoir. Typically, this fill extends between 2.5 and 8 feet bgs. The onsite generated fill is typically present west and southwest of the existing water reservoir and encountered in TP-4, TP-5, TP-6, and B-1, shown in Figure 2. The fill is composed of light brown to dark brown, dry to moist, loose to medium dense, silty Sand to poorly graded Sand with Silt containing trace to abundant wood debris, construction debris, and organics.

The Qgdm found below the fill and is a relatively thin layer ranging between 2.5 to 4.5 feet and consists of light gray and gray, moist, dense, sandy Silt and very stiff, lean Clay with sand. The Qgdm is underlain by Qgom, which consists of medium dense to dense, brown-gray, moist, poorly graded Sand with silt to silty Sand.

Groundwater was not encountered during subsurface exploration.

6.0 CONCLUSIONS AND RECOMMENDATIONS

6.1 Foundations

The test pit and boring explorations indicated that competent bearing soils consisting of medium dense to dense native soils are present beneath the proposed reservoir footprints. Based on the results of our subsurface explorations and engineering studies, we recommend the new water reservoirs be supported on continuous ring walls and spread footings bearing on undisturbed, dense Qgdm deposits and/or Qgom deposits present below fill (Hf). An allowable bearing pressure of 6 kips per square foot (ksf) is recommended for design. Undisturbed bearing soils consisting of Qgdm or Qgom are typically encountered at elevation EL +286 feet, as summarized in Table 1. For interior footings (if any) bearing on densely compacted structural fill, an allowable bearing pressure of 3 ksf is recommended for design. The minimum depth of building foundations should be 18 inches below the lowest adjacent grade. The allowable bearing values may be increased by one-third for transient loading. The base of all excavations should be dry and cleared of loose soil and organic matter at the time of concrete placement.

Foundation subgrades that become disturbed during the excavation process should be systematically compacted to a dense condition prior to placing steel and concrete. All subgrades should be evaluated by a geotechnical engineer (or representative) from our firm during construction to confirm the presence of competent bearing soil.

Assuming a foundation loading of approximately 6 ksf or less on the dense native soils, we estimate that the total settlement of the proposed foundations would be less than ½ inch, with maximum differential settlement, amounting to less than half the value of the total settlement. These settlements would occur as the foundation is loaded during construction and during first filling of the reservoirs.

6.2 Lateral Earth Pressure and Load Resistance

Lateral earth pressures act on the buried portions of the walls. For buried walls that are allowed to move 0.001 times the wall height or more, we recommend using a static, active lateral earth pressure equivalent to a fluid weight of 35 pounds per cubic foot (pcf) for design. For buried walls that are not allowed to move 0.001 times the wall height (braced condition), a static, at-rest lateral earth pressure equivalent to 55 pcf should be used. If a slope will exist above the top of a retaining wall, 1 pcf should be added the design lateral earth pressure for each degree of slope inclination. These lateral earth pressures assume the wall backfill includes proper drainage so that hydrostatic pressures will not increase.

Lateral loads due to wind and seismic forces may be resisted by friction along the base of foundations and by passive soil resistance against buried portions of the foundation. Footings or foundation mats that bear in the undisturbed native soils may be designed using a coefficient of base friction of 0.4. Passive soil resistance against the buried portions of foundations may be calculated based on an equivalent fluid density of 350 pcf. This value for passive soil resistance includes a factor of safety of 1.5 on the ultimate soil strength in order to limit lateral movements. This value is based on the assumption of a horizontal surface extending beyond the footing for a distance of at least two times the depth of embedment. Passive resistance should be ignored in the upper 12 inches unless it is specifically required for lateral stability and the backfill in this zone is densely compacted structural fill. It should be ignored entirely if future development could result in removal of the soils providing lateral resistance.

6.3 Seismic Design Considerations

The project is located in a moderately active seismic region. While the region has historically experienced moderate to large earthquakes (i.e., April 13, 1949, magnitude 7.1 Olympia Earthquake; April 29, 1965, magnitude 6.5 Seattle-Tacoma Earthquake; and February 28, 2001, magnitude 6.8 Nisqually Earthquake), geologic evidence suggests that larger earthquakes have occurred in the prehistoric past and will occur in the future (e.g., magnitude 8.5 to 9.0 Cascadia Subduction Zone Interplate events, magnitude 7.5 Seattle Fault events).

We understand that the proposed structures will be designed in accordance with the International Building Code (IBC) 2015 (International Code Council, 2015). For the IBC 2015, the seismological inputs are short-period spectral acceleration, S_s , and spectral acceleration at the 1-second period, S_1 . The coefficients, S_s and S_1 , are for a maximum considered earthquake, which corresponds to a ground motion with a 2 percent probability of exceedance in 50 years, or

a 2,475-year return period (with a deterministic maximum cap in some regions). The coefficients are based on regional probabilistic ground motion studies completed in 2008 by the U.S. Geological Survey.

The spectral response acceleration values are scaled by site soil response factors to account for site amplification/damping effects. The site classification determines the site soil response factors. Our analysis of geologic conditions indicates that the building site is underlain by competent glacially derived recessional sediments and, therefore, the site can be classified as Site Class D. The IBC does not require a site-specific ground motion evaluation for Site Class D sites.

The seismological inputs are short-period spectral acceleration, S_s , and spectral acceleration at the 1-second period, S_1 , taken from approved National Earthquake Hazards Reduction Program spectral response acceleration contour map for Class B sites (shown in Figure 1613 in the code). Sites classified as Class B are defined as firm rock having a shear-wave velocity between 2,500 and 5,000 feet per second in the top 100 feet. The seismological inputs are modified for Site Class D. The mapped S_s and S_1 values, site coefficients and design values corresponding to Site Class D are presented in Table 2.

TABLE 2
INTERNATIONAL BUILDING CODE 2015
GROUND MOTION PARAMETERS

S_s (g's)	S_1 (g's)	Site Class	S_{MS} (g's)	S_{M1} (g's)	S_{DS} (g's)	S_{D1} (g's)
1.106	0.436	D	1.170	0.682	0.780	0.455

We have also evaluated potential seismically induced geologic hazards (i.e., ground rupture, liquefaction, and slope instability) and have found these to be negligible at the site. The project area is located approximately 8 miles from the Devils Mountain Fault Zone. This east-west-trending fault zone extends for more than 125 kilometers (km) from the Cascade Range foothills, through northern Whidbey Island into the eastern inlet of the Strait of Juan de Fuca (Johnson and others, 2001). Paleoseismology investigation of the fault zone is lacking and no information exists on earthquake reoccurrence interval. However, researchers have found evidence of three liquefaction events in post A.D. 900 deltaic deposits located in the Snohomish River delta, approximately 35 km south of the Devils Mountain fault. While it is believed that one of these liquefaction events is correlated to a strong earthquake associated with the Seattle fault, the others are likely associated with Devils Mountain earthquake source, and/or other further south

located faults, Strawberry Point, and Utsalady Point fault. The potential for ground rupture is minimal at the subject site due to the long recurrence interval and the distance to the faults. Liquefaction is not a concern at the project site as the underlying glacially derived soils are sufficiently dense to preclude liquefaction. Finally, the project site location is relatively flat and underlain by medium dense to very dense granular soils with no history of instability. Therefore, slope instability is not a design issue for this project in our opinion.

6.4 Floor Slabs

We recommend that floor slabs designed for very low deflection of 0.05 inch or less be supported by dense, native soil or compacted structural fill placed directly onto dense, native soil. If existing fill as described herein or unanticipated loose, soft, or unsuitable soil is encountered, it should be removed and replaced with compacted structural fill. Structural fill should be compacted to a dense, unyielding condition according to our recommendations presented in Section 6.8, Structural Backfill and Compaction. A modulus of subgrade reaction of 300 pounds per cubic inch may be used to design the slab, assuming dense structural fill consisting of imported, clean, well-graded gravel and sand will be present. If onsite fill is reused under the slab and compacted to dense and unyielding condition, a modulus of subgrade reaction of 100 pounds per cubic inch may be used for design. It should be noted that the onsite fill is moisture sensitive and could be difficult to compact during winter and periods of rain. The onsite fill containing construction debris and organics should not be used as structural fill beneath floor slabs.

6.5 Estimated Infiltration Rates

We evaluated two soil samples using the Washington State Department of Ecology Stormwater Management in Western Washington 2005, Volume III Hydraulic Analysis and Flow Control Design/Best Management Practices, method 2, to estimate preliminary long-term infiltration rates. Two tested samples were selected from TP-1 and TP-5, located adjacent to the proposed water reservoirs. Method 2 uses the D_{10} grain size (10 percent passing size) from an ASTM D422 Grain Size Test. Plots showing the grain size distribution test results are presented in Appendix B. Using method 2, the estimated long-term infiltration rates based on the selected samples obtained from TP-1 and TP-5, corresponding geological units and depths are shown in Table 3.

We recommend the bottom of infiltration facilities be installed in Qgom consisting of poorly graded Sand with Silt. Depths to Qgom were observed in excavated test pits and boring B-1 are

indicated in Table 1. Because Qgdm contains about 60 percent of fines, and is densely compacted, it does not allow for substantial infiltration. In our opinion, it should not be considered for stormwater infiltration design.

TABLE 3
ESTIMATED LONG-TERM INFILTRATION RATES

Test Pit No.	Depth	Soil Type	Estimated Long-Term Infiltration Rate (inches/hour)
TP-1	4.0	Qgom	2.0
TP-5	5.0	Qgdm	Not Applicable

The long-term design infiltration rate should also consider the variability of soils at the site, the degree of long-term maintenance of the infiltration facility, and the use (or not) of pretreatment to reduce total suspended solids.

To further evaluate potential infiltration rates for the proposed stormwater infiltration facilities we recommend performing a pilot infiltration test in accordance with the guidelines and procedures for determining design infiltration rates presented in the Washington State Department of Ecology Stormwater Management manual.

6.6 Site Grading and Excavation

Based on our explorations, stripping depths to remove unsuitable, fill (Hf) containing loose to medium dense, silty Sand to poorly graded Sand with Silt containing construction debris, wood chips and debris, and organics range from 0.5 to 8 feet as indicated in Table 1. Excavations are likely to be dry during the summer months. If excavation takes place during the wet weather season, then it will be necessary to employ a sump pump to control seepage into the excavations.

While the bearing material is typically dense in its undisturbed state, it is moisture-sensitive due to the presence of fine sand and silt. Therefore, control of surface water and protection from heavy rainfall infiltration will be necessary to maintain the stability of the subgrade. The Contractor should be responsible for the control of surface water within the contract limits. In this regard sloping, slope protection, ditching, sumps, dewatering, and other measures should be employed as necessary to permit proper completion of the work.

Excavations can be accomplished with conventional excavating equipment, such as a dozer, front-end loader, or backhoe. For planning purposes, we recommend that temporary unsupported open cut slopes in the dense sand be no steeper than 1 Horizontal to 1 Vertical. We

recommend that all exposed cut slopes be protected with a waterproof covering during periods of wet weather to reduce sloughing and erosion. Final grades should slope away from the building to prevent ponding of water next to the structure.

6.7 Structural Backfill and Compaction

Any fill placed beneath load-bearing structures or fill relied on for lateral resistance should consist of compacted structural fill. Structural fill should consist of relatively well-graded sand and gravel having a maximum particle size of about 3 inches. It should contain less than 20 percent fines (material passing the No. 200 sieve, based on the $\frac{3}{4}$ -inch minus fraction) and, during wet weather or wet conditions, it should contain no more than 5 percent fines. Structural fill should not contain organics or deleterious material. It should be placed in horizontal lifts and compacted to at least 95 percent of its Modified Proctor maximum density (ASTM D1557), and should be verified to be in a dense and unyielding condition. The thickness of loose lifts should not exceed 8 inches for heavy equipment compactors, and 6 inches for hand-operated compactors.

6.8 Wet Weather Earthwork

Earthwork would most easily be accomplished during the normally drier months of June through mid-October. It is our opinion that earthwork performed during the wet weather months will prove more costly. The condition of exposed very dense and hard sand and silt will deteriorate rapidly when exposed to moisture and construction activity. This could lead to deeper footing excavations than anticipated. The following recommendations are applicable if earthwork is to be accomplished in wet weather or in wet conditions:

- Earthwork should be accomplished in small sections to minimize exposure to wet weather. If there is to be traffic over the exposed subgrade, the undisturbed subgrade should be protected with a compacted layer of clean sand and gravel, crushed rock, or a 2- to 3-inch-thick lean concrete pad. This should be done as needed to protect the foundation soils and act as a working surface. An overexcavation may be needed to accommodate this protective layer. The size or type of equipment used in the excavation may have to be limited to prevent soil disturbance.
- Fill material should consist of clean, crushed rock or gravel, of which not more than 5 percent by dry weight passes the No. 200 mesh sieve, based on wet-sieving the fraction passing the $\frac{3}{4}$ -inch sieve. The fines should be non-plastic. Such soil would need to be imported to the site. The identification of suitable wet-weather backfilling material should be made by a geotechnical engineer from our firm experienced in wet-weather construction.

- The ground surface in the construction area should be sloped and sealed with a smooth-drum, vibratory roller or equivalent to promote the rapid runoff of precipitation, to prevent surface water from flowing into excavations, and to prevent ponding of water. Soils that become too wet for compaction should be removed and replaced with clean granular soil.
- Excavation and placement of structural fill material should be observed on a full-time basis by a geotechnical engineer or technician experienced in wet-weather earthwork to determine that all unsuitable materials are removed and suitable compaction and site drainage is achieved.
- Covering work areas, soil stockpiles, or slopes with plastic; sloping, ditching, sumps, dewatering, and other measures should be employed as necessary to permit proper completion of the work. Bales of straw and/or geotextile silt fences should be strategically located to control soil movement and erosion.

The above recommendations for wet weather earthwork should be incorporated into the contract specifications.

6.9 Review of Plans and Construction Monitoring

We recommend that our firm be retained to review those portions of the plans and specifications that pertain to the geotechnical aspects of the project to determine if they are consistent with our recommendations. We also recommend that we be retained to monitor excavations and earthwork, footing and floor-slab subgrade preparation, drainage installation, fill placement and compaction, and other geotechnically related work.

Unanticipated soil conditions are commonly encountered and cannot be fully determined by merely taking soil samples or test pits. Such unexpected conditions may require the Contractor to make adjustments in his procedures to attain a properly constructed project. Some contingency fund is recommended to accommodate potential extra costs related to unexpected subsurface conditions.

6.10 Additional Considerations

Test pit excavations were loosely backfilled with the excavated material. Where test pits are located in a proposed structure area, the loose material should be removed and replaced with appropriately compacted structural fill or the footings should be lowered to bear in very dense native soil. Alternatively, the excavation could be structurally bridged or backfilled with lean-mix concrete.

7.0 LIMITATIONS

This report was prepared for the exclusive use of HDR, the City of Anacortes, and members of the design team for specific application to the design of the currently proposed project at this site. Subsurface information and test results should be provided to prospective contractors for information on factual data only. The information and discussion of subsurface conditions should not be interpreted as a warranty of subsurface conditions, such as may be interpreted from test pit logs and subsurface profiles.

The analyses, conclusions, and recommendations contained in this report are based on current site conditions. We assume that explorations conducted for this project are representative of the subsurface conditions throughout the site; i.e., the subsurface conditions between explorations are not significantly different from those encountered at exploration locations. If conditions different from those described in this report are observed or appear to be present during construction, we should be advised at once so that we can review the conditions and reconsider our recommendations, where necessary. If there is a substantial lapse of time between the submission of this report and the start of construction, or if conditions have changed due to natural causes or construction operations at or near the site, we should review this report to determine the applicability of our conclusions and recommendations considering the changed conditions and time lapse.

Within the limitations of scope, schedule, and budget, the analyses, conclusions, and recommendations presented in this report were prepared in accordance with generally accepted professional geotechnical engineering principles and practice in this area at the time this report was prepared. We make no warranty, either express or implied.

Unanticipated soil conditions are commonly encountered and cannot be fully determined by merely taking soil samples or conducting subsurface explorations. Such unexpected conditions frequently require that additional expenditures be made to attain a properly constructed project. Therefore, some contingency fund is recommended to accommodate such potential extra costs.

The scope of our services for this report did not include any environmental assessment or evaluation regarding the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around the site.

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Shannon & Wilson has prepared the attached Appendix C, "Important Information About Your Geotechnical/Environmental Report," to assist you and others in understanding the use and limitations of this report.

SHANNON & WILSON, INC.



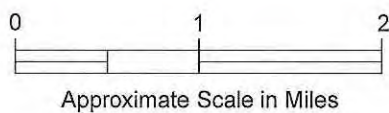
Milan Radic PE
Geotechnical Engineer

MXR:MWP/mxr

Draft

8.0 REFERENCES

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NOTE

Map adapted from aerial imagery provided by Google Earth Pro, reproduced by permission granted by Google Earth™ Mapping Service.

Anacortes Blue Heron Circle Reservoir
Anacortes, Washington

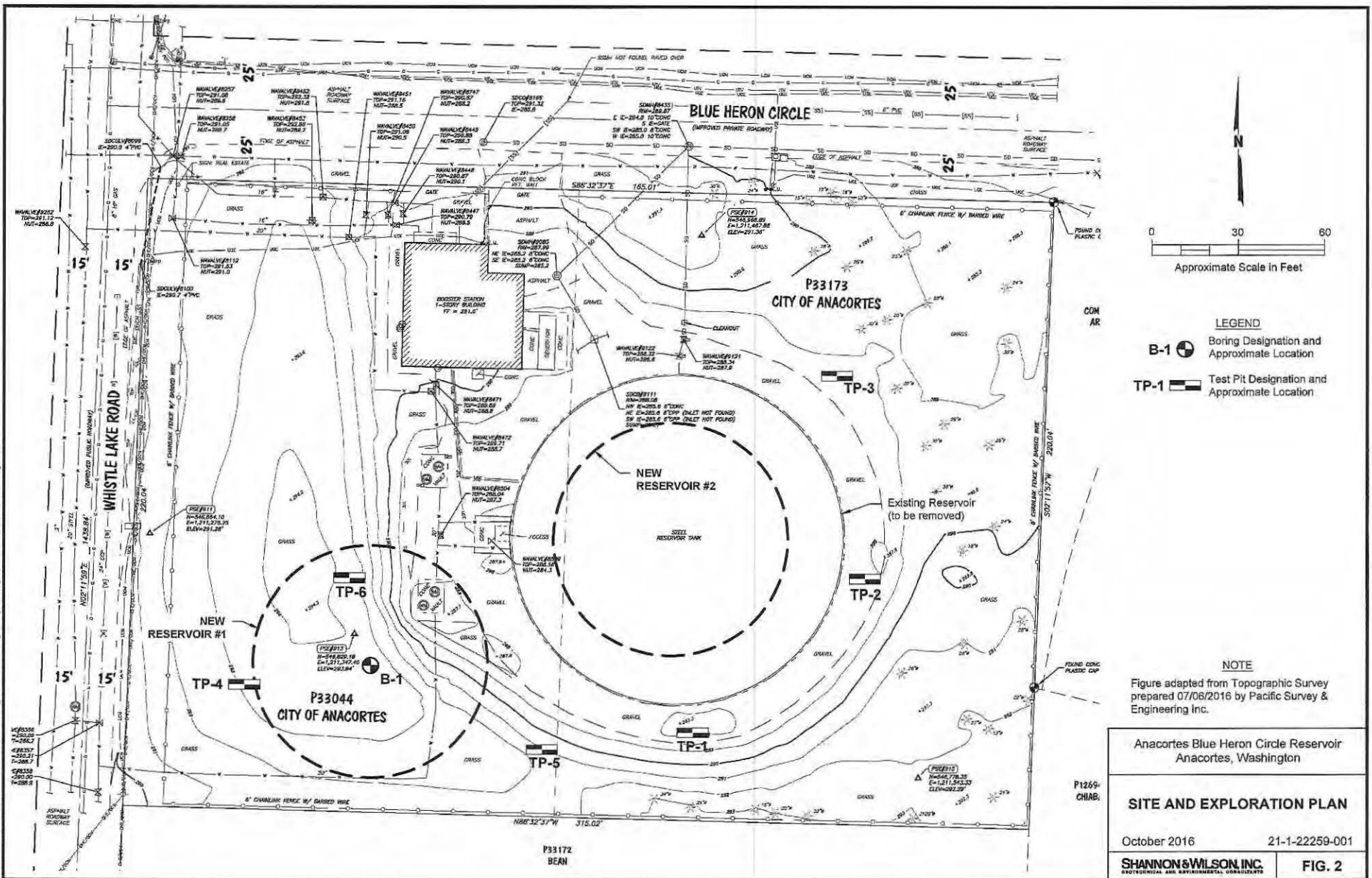
VICINITY MAP

October 2016

21-1-22259-001

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GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS

FIG. 1



APPENDIX A
SUBSURFACE EXPLORATION LOGS

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A-6	Log of Test Pit TP-4
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Shannon & Wilson, Inc. (S&W), uses a soil identification system modified from the Unified Soil Classification System (USCS). Elements of the USCS and other definitions are provided on this and the following pages. Soil descriptions are based on visual-manual procedures (ASTM D2488) and laboratory testing procedures (ASTM D2487), if performed.

S&W INORGANIC SOIL CONSTITUENT DEFINITIONS

CONSTITUENT ²	FINE-GRAINED SOILS (50% or more fines) ¹	COARSE-GRAINED SOILS (less than 50% fines) ¹
Major	<i>Silt, Lean Clay, Elastic Silt, or Fat Clay³</i>	<i>Sand or Gravel⁴</i>
Modifying (Secondary) Precedes major constituent	30% or more coarse-grained: <i>Sandy or Gravelly⁴</i>	More than 12% fine-grained: <i>Silty or Clayey³</i>
Minor Follows major constituent	15% to 30% coarse-grained: <i>with Sand or with Gravel⁴</i> 30% or more total coarse-grained and lesser coarse-grained constituent is 15% or more: <i>with Sand or with Gravel⁵</i>	5% to 12% fine-grained: <i>with Silt or with Clay³</i> 15% or more of a second coarse-grained constituent: <i>with Sand or with Gravel⁵</i>

¹All percentages are by weight of total specimen passing a 3-inch sieve.

²The order of terms is: Modifying Major with Minor.

³Determined based on behavior.

⁴Determined based on which constituent comprises a larger percentage.

⁵Whichever is the lesser constituent.

MOISTURE CONTENT TERMS

Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible free water, from below water table

STANDARD PENETRATION TEST (SPT) SPECIFICATIONS

Hammer:	140 pounds with a 30-inch free fall. Rope on 6- to 10-inch-diam. cathead 2-1/4 rope turns, > 100 rpm
	NOTE: If automatic hammers are used, blow counts shown on boring logs should be adjusted to account for efficiency of hammer.
Sampler:	10 to 30 inches long Shoe I.D. = 1.375 inches Barrel I.D. = 1.5 inches Barrel O.D. = 2 inches
N-Value:	Sum blow counts for second and third 6-inch increments. Refusal: 50 blows for 6 inches or less; 10 blows for 0 inches.
	NOTE: Penetration resistances (N-values) shown on boring logs are as recorded in the field and have not been corrected for hammer efficiency, overburden, or other factors.

PARTICLE SIZE DEFINITIONS

DESCRIPTION	SIEVE NUMBER AND/OR APPROXIMATE SIZE
FINES	< #200 (0.075 mm = 0.003 in.)
SAND Fine Medium Coarse	#200 to #40 (0.075 to 0.4 mm; 0.003 to 0.02 in.) #40 to #10 (0.4 to 2 mm; 0.02 to 0.08 in.) #10 to #4 (2 to 4.75 mm; 0.08 to 0.187 in.)
GRAVEL Fine Coarse	#4 to 3/4 in. (4.75 to 19 mm; 0.187 to 0.75 in.) 3/4 to 3 in. (19 to 76 mm)
COBBLES	3 to 12 in. (76 to 305 mm)
BOULDERS	> 12 in. (305 mm)

RELATIVE DENSITY / CONSISTENCY

COHESIONLESS SOILS		COHESIVE SOILS	
N, SPT, BLOWS/FT.	RELATIVE DENSITY	N, SPT, BLOWS/FT.	RELATIVE CONSISTENCY
< 4	Very loose	< 2	Very soft
4 - 10	Loose	2 - 4	Soft
10 - 30	Medium dense	4 - 8	Medium stiff
30 - 50	Dense	8 - 15	Stiff
> 50	Very dense	15 - 30	Very stiff
		> 30	Hard

WELL AND BACKFILL SYMBOLS

	Bentonite		Surface Cement Seal
	Cement Grout		Asphalt or Cap
	Bentonite Grout		Slough
	Bentonite Chips		Inclinometer or Non-perforated Casing
	Silica Sand		Vibrating Wire Piezometer
	Perforated or Screened Casing		

PERCENTAGES TERMS^{1,2}

Trace	< 5%
Few	5 to 10%
Little	15 to 25%
Some	30 to 45%
Mostly	50 to 100%

¹Gravel, sand, and fines estimated by mass. Other constituents, such as organics, cobbles, and boulders, estimated by volume.

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Anacortes Blue Heron Circle Reservoir
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SOIL DESCRIPTION AND LOG KEY

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FIG. A-1
Sheet 1 of 3

UNIFIED SOIL CLASSIFICATION SYSTEM (USCS)
(Modified From USACE Tech Memo 3-357, ASTM D2487, and ASTM D2488)

MAJOR DIVISIONS			GROUP/GRAPHIC SYMBOL	TYPICAL IDENTIFICATIONS
COARSE-GRAINED SOILS (more than 50% retained on No. 200 sieve)	Gravels (more than 50% of coarse fraction retained on No. 4 sieve)	Gravel (less than 5% fines)	GW	 Well-Graded Gravel; Well-Graded Gravel with Sand
			GP	 Poorly Graded Gravel; Poorly Graded Gravel with Sand
		Silty or Clayey Gravel (more than 12% fines)	GM	 Silty Gravel; Silty Gravel with Sand
			GC	 Clayey Gravel; Clayey Gravel with Sand
	Sands (50% or more of coarse fraction passes the No. 4 sieve)	Sand (less than 5% fines)	SW	 Well-Graded Sand; Well-Graded Sand with Gravel
			SP	 Poorly Graded Sand; Poorly Graded Sand with Gravel
		Silty or Clayey Sand (more than 12% fines)	SM	 Silty Sand; Silty Sand with Gravel
			SC	 Clayey Sand; Clayey Sand with Gravel
FINE-GRAINED SOILS (50% or more passes the No. 200 sieve)	Sils and Clays (liquid limit less than 50)	Inorganic	ML	 Silt; Silt with Sand or Gravel; Sandy or Gravelly Silt
			CL	 Lean Clay; Lean Clay with Sand or Gravel; Sandy or Gravelly Lean Clay
		Organic	OL	 Organic Silt or Clay; Organic Silt or Clay with Sand or Gravel; Sandy or Gravelly Organic Silt or Clay
	Sils and Clays (liquid limit 50 or more)	Inorganic	MH	 Elastic Silt; Elastic Silt with Sand or Gravel; Sandy or Gravelly Elastic Silt
			CH	 Fat Clay; Fat Clay with Sand or Gravel; Sandy or Gravelly Fat Clay
		Organic	OH	 Organic Silt or Clay; Organic Silt or Clay with Sand or Gravel; Sandy or Gravelly Organic Silt or Clay
HIGHLY-ORGANIC SOILS	Primarily organic matter, dark in color, and organic odor		PT	 Peat or other highly organic soils (see ASTM D4427)

NOTE: No. 4 size = 4.75 mm = 0.187 in.; No. 200 size = 0.075 mm = 0.003 in.

NOTES

- Dual symbols (symbols separated by a hyphen, i.e., SP-SM, Sand with Silt) are used for soils with between 5% and 12% fines or when the liquid limit and plasticity index values plot in the CL-ML area of the plasticity chart. Graphics shown on the logs for these soil types are a combination of the two graphic symbols (e.g., SP and SM).
- Borderline symbols (symbols separated by a slash, i.e., CL/ML, Lean Clay to Silt; SP-SM/SM, Sand with Silt to Silty Sand) indicate that the soil properties are close to the defining boundary between two groups.

Anacortes Blue Heron Circle Reservoir
Anacortes, Washington

**SOIL DESCRIPTION
AND LOG KEY**

October 2016

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FIG. A-1
Sheet 2 of 3

GRADATION TERMS

Poorly Graded	Narrow range of grain sizes present or, within the range of grain sizes present, one or more sizes are missing (Gap Graded). Meets criteria in ASTM D2487, if tested.
Well-Graded	Full range and even distribution of grain sizes present. Meets criteria in ASTM D2487, if tested.

CEMENTATION TERMS¹

Weak	Crumbles or breaks with handling or slight finger pressure.
Moderate	Crumbles or breaks with considerable finger pressure.
Strong	Will not crumble or break with finger pressure.

PLASTICITY²

DESCRIPTION	VISUAL-MANUAL CRITERIA	APPROX. PLASTICITY INDEX RANGE
Nonplastic	A 1/8-in. thread cannot be rolled at any water content.	< 4
Low	A thread can barely be rolled and a lump cannot be formed when drier than the plastic limit.	4 to 10
Medium	A thread is easy to roll and not much time is required to reach the plastic limit. The thread cannot be rerolled after reaching the plastic limit. A lump crumbles when drier than the plastic limit.	10 to 20
High	It takes considerable time rolling and kneading to reach the plastic limit. A thread can be rerolled several times after reaching the plastic limit. A lump can be formed without crumbling when drier than the plastic limit.	> 20

ADDITIONAL TERMS

Mottled	Irregular patches of different colors.
Bioturbated	Soil disturbance or mixing by plants or animals.
Diamict	Nonsorted sediment; sand and gravel in silt and/or clay matrix.
Cuttings	Material brought to surface by drilling.
Slough	Material that caved from sides of borehole.
Sheared	Disturbed texture, mix of strengths.

PARTICLE ANGULARITY AND SHAPE TERMS¹

Angular	Sharp edges and unpolished planar surfaces.
Subangular	Similar to angular, but with rounded edges.
Subrounded	Nearly planar sides with well-rounded edges.
Rounded	Smoothly curved sides with no edges.
Flat	Width/thickness ratio > 3.
Elongated	Length/width ratio > 3.

ACRONYMS AND ABBREVIATIONS

ATD	At Time of Drilling
Diam.	Diameter
Elev.	Elevation
ft.	Feet
FeO	Iron Oxide
gal.	Gallons
Horiz.	Horizontal
HSA	Hollow Stem Auger
I.D.	Inside Diameter
in.	Inches
lbs.	Pounds
MgO	Magnesium Oxide
mm	Millimeter
MnO	Manganese Oxide
NA	Not Applicable or Not Available
NP	Nonplastic
O.D.	Outside Diameter
OW	Observation Well
pcf	Pounds per Cubic Foot
PID	Photo-Ionization Detector
PMT	Pressuremeter Test
ppm	Parts per Million
psi	Pounds per Square Inch
PVC	Polyvinyl Chloride
rpm	Rotations per Minute
SPT	Standard Penetration Test
USCS	Unified Soil Classification System
q _u	Unconfined Compressive Strength
VWP	Vibrating Wire Piezometer
Vert.	Vertical
WOH	Weight of Hammer
WOR	Weight of Rods
Wt.	Weight

STRUCTURE TERMS¹

Interbedded	Alternating layers of varying material or color with layers at least 1/4-inch thick; singular: bed.
Laminated	Alternating layers of varying material or color with layers less than 1/4-inch thick; singular: lamination.
Fissured	Breaks along definite planes or fractures with little resistance.
Slickensided	Fracture planes appear polished or glossy; sometimes striated.
Blocky	Cohesive soil that can be broken down into small angular lumps that resist further breakdown.
Lensed	Inclusion of small pockets of different soils, such as small lenses of sand scattered through a mass of clay.
Homogeneous	Same color and appearance throughout.

Anacortes Blue Heron Circle Reservoir
Anacortes, Washington

SOIL DESCRIPTION AND LOG KEY

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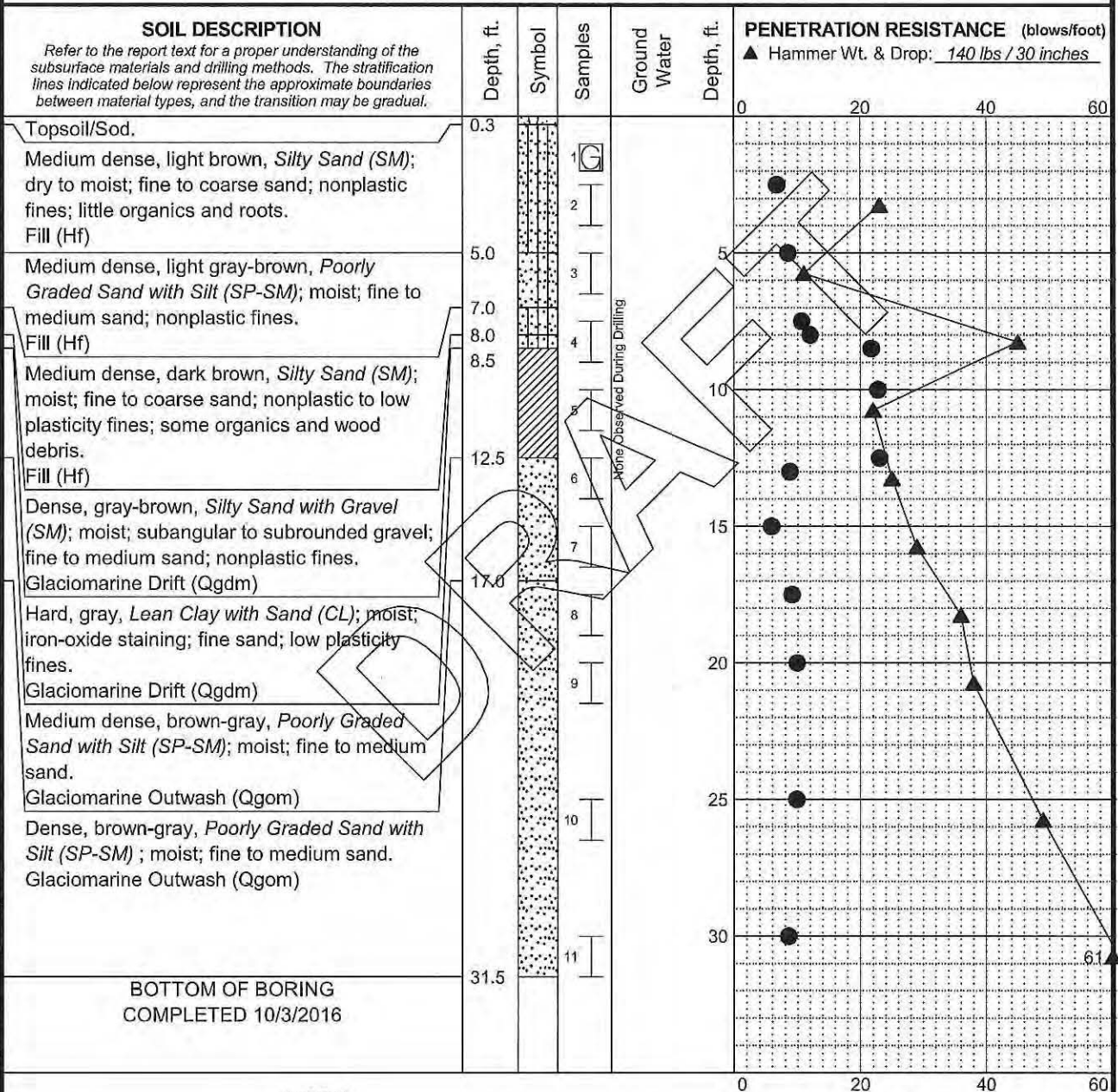
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FIG. A-1
Sheet 3 of 3

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Total Depth: 31.5 ft. Northing: _____ Drilling Method: Hollow Stem Auger Hole Diam.: 6 in.
 Top Elevation: ~ 294 ft. Easting: _____ Drilling Company: Holocene Drilling Rod Diam.: _____
 Vert. Datum: _____ Station: _____ Drill Rig Equipment: D-170 Hammer Type: Automatic
 Horiz. Datum: _____ Offset: _____ Other Comments: _____



Log: MXR Rev: MXR Typ: LKW

MASTER LOG E 21-22259.GPJ SHAN WIL GDT 10/25/16

LEGEND

- * Sample Not Recovered
- G Grab Sample
- I 2.0" O.D. Split Spoon Sample

NOTES

1. Refer to KEY for explanation of symbols, codes, abbreviations and definitions.
2. Groundwater level, if indicated above, is for the date specified and may vary.
3. USCS designation is based on visual-manual classification and selected lab testing.

Anacortes Blue Heron Circle Reservoir
Anacortes, Washington

LOG OF BORING B-1

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FIG. A-2

REV 2 - Log in Progress

SHANNON & WILSON, INC.
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LOG OF TEST PIT TP-1

JOB NO: 21-1-22259-001 DATE: 10-3-2016 LOCATION: See Site and Exploration Plan
 PROJECT: Anacortes Blue Heron Circle Reservoir, Anacortes, Washington

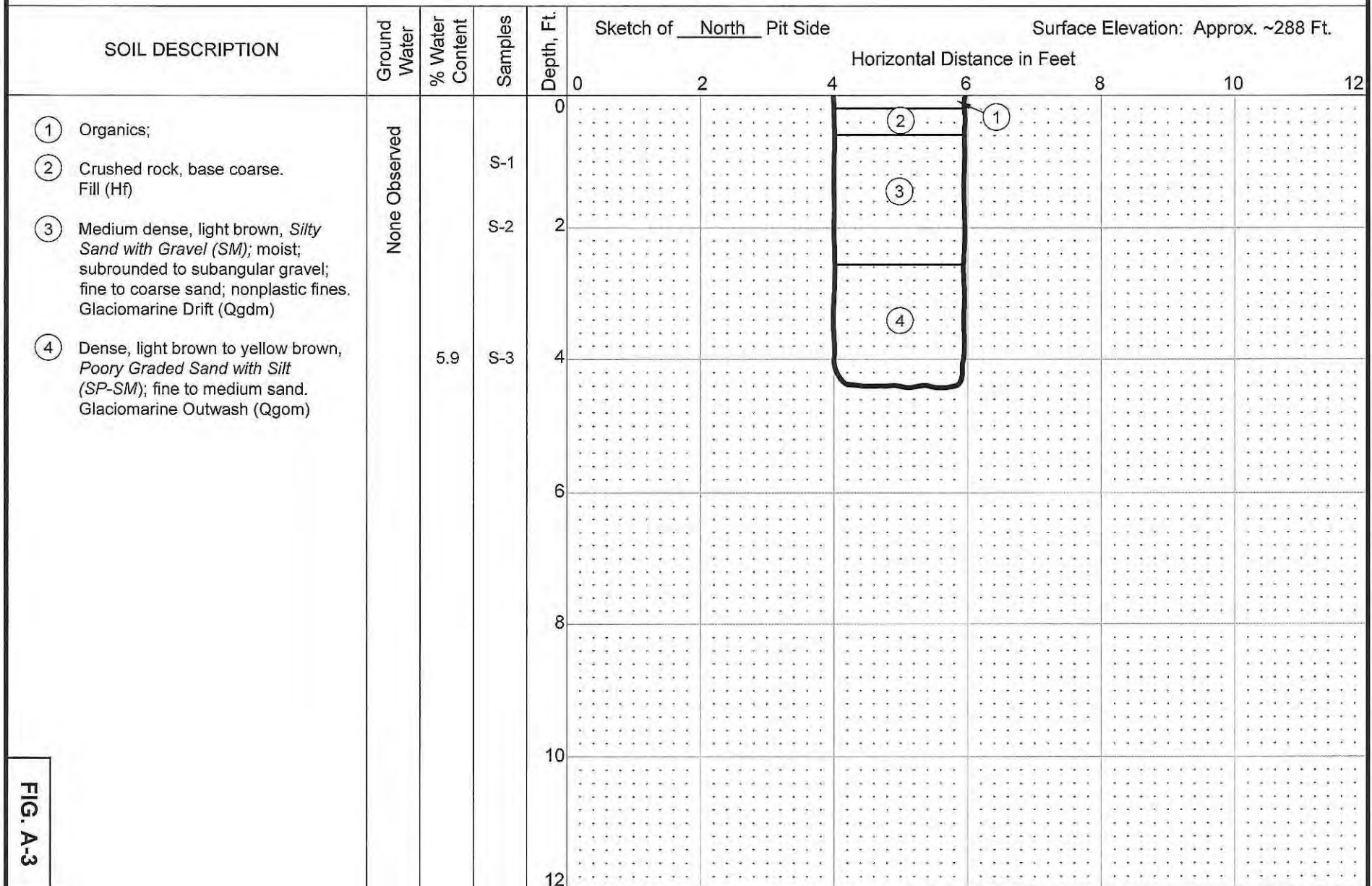


FIG. A-3



LOG OF TEST PIT TP-2

JOB NO: 21-1-22259-001 DATE: 10-3-2016 LOCATION: See Site and Exploration Plan
PROJECT: Anacortes Blue Heron Circle Reservoir, Anacortes, Washington

SOIL DESCRIPTION	Ground Water	% Water Content	Samples	Depth, Ft.	Sketch of <u>Northwest</u> Pit Side		Surface Elevation: Approx. 288 Ft.				
					Horizontal Distance in Feet						
					0	2	4	6	8	10	12
① Organics; ② Crushed rock, base coarse. Fill (Hf) ③ Dense, light brown, <i>Silty Sand with Gravel (SM) to Silty Gravel with Sand (GM)</i>; moist; subrounded to subangular gravel; fine to medium sand; nonplastic fines. Glaciomarine Drift (Qgdm) ④ Dense, light brown to yellow brown, <i>Poorly Graded Sand with Silt (SP-SM)</i>; moist; fine to medium sand. Glaciomarine Outwash (Qgom)	None Observed		S-1 S-2	0							
				2							
				4							
				6							
				8							
				10							
				12							

FIG. A-4

FIG. A-4



City of Anacortes
904 6th Street
P.O.Box 547
Anacortes, WA 98221-0547

Invoice/Permit #: ROW-2016-1221
Applied date: 10/26/2016
Issue date:
Expire date: 10/26/2017

Job Address: 2209 12TH ST
ANACORTES WA 98221

Permit Type: Franchise Right-of-Way Permit
Project:

APN:

Remarks: Starting from the W. side of the above address, we will bore 50ft north, then bore 48ft north under 12th St(SR20), then we will bore 10ft north to pole.

Owner: COMCAST

Contractor:

Address: 400 SEQUOIA DR

Address:

BELLINGHAM WA 98226-7133

Phone: (360) 527-8211

Phone:

License #:

General Information:

Street Cut	Y
Natural Gas	N
Cable	Y
Culvert	N
Power	N
Curb Cut	N
Telephone	N
Outside Traveled Way	N
Inside Traveled Way	Y

Fees:

Inside Traveled Way	50.00
Total Calculated:	50.00
Deposits/Receipts:	0.00
Total Due:	50.00

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS COMMENCED. I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT, THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

SIGNATURE OF OWNER OR AUTHORIZED AGENT

ISSUED BY

EXHIBIT #9:

ENVIRONMENTAL REVIEW TECHNICAL MEMORANDUM

Environmental Review Technical Memorandum



To: Matt Reynolds, City of Anacortes
From: Maki Dalzell, PWS, HDR
Date: September 30, 2016
Subject: Environmental Review of the Blue Heron Circle Reservoir Project

1.0 Objective

The purpose of this Technical Memorandum is to summarize existing documentation of natural resource elements and provide direct observations of natural environment features at the Blue Heron Circle Reservoir Project located in Anacortes, Washington (see Figure 1). This memorandum has been prepared by a natural resource scientist with expertise in wetland and stream studies, habitat biology, and natural vegetation. No site-specific natural resource studies have been performed to support this analysis.

2.0 Project Location

The proposed project is located within the City of Anacortes, Washington (Township 35 North, Range 2 East Section 30). The project site is located in a City-owned property at 4210 Blue Heron Circle, Anacortes, WA. (Parcel numbers P33173 and P33044). The project site is currently fenced and access is restricted. Within the property, a 3 million gallon (MG) water reservoir and a booster pump station are located (Figure 2). The project site is within a low-density residential area zoned P (public). Private property and homes are adjacent to the parcels on the west, south, and east sides. North of the parcel is another City-owned property that is undeveloped.

3.0 Project Description

The City of Anacortes (City) operates four finished water reservoirs that serve the City's distribution system. The existing 3.0 MG water storage reservoir located at Blue Heron Circle in Anacortes is one of the City's key water distribution system assets. The City's transmission mains terminate at this reservoir, which provides for operational, emergency, and fire storage and also provides critical pressure buffering to prevent surges from flow variations to the City's wholesale customers that have connections upstream of the reservoir. Finished water from the 3.0 MG reservoir also supplies two 2.0 MG reservoirs, one at 29th Street and the other at Skyline, providing operational, emergency and fire storage for higher pressure zones. The fourth distribution reservoir is a 30,000-gallon tank that serves the Fidalgo Bay Estates area which has its turnout prior to entering the 3.0 MG reservoir. Therefore, almost all finished water entering the City's distribution system passes through the Blue Heron Circle reservoir and the entire water supply system cannot be easily operated without a reservoir at the terminus of the transmission mains.

This project will replace the City's existing Blue Heron Circle reservoir which has structural deficiencies with two new reservoirs, each holding 1.5 MG. The project will also include new piping and associated equipment. Construction of the project will begin in February 2017 and be completed in June 2018. The project will be constructed in three phases. During the first phase, a new 1.5 MG reservoir will be constructed to the north of the existing reservoir along with supporting piping and vaults and be put into service. Then, during the second phase, the existing 3 MG reservoir will be demolished. The third phase

includes construction of the second 1.5 MG reservoir at the location of the existing reservoir, along with revegetation and other activities. Work activities include site preparation, site grading, gravel installation, construction of the reservoirs, installation of approximately 500 linear feet of new yard piping and valving, and associated telemetry and controls. After construction, the site will be restored with finished grading and re-vegetated with grass. Changes to existing fencing, booster station, and generator are not anticipated.

4.0 Existing Conditions and Impact Analysis

This summary is based on a review of existing data (see Section 5.0 Background Documents), a reconnaissance-level site visit (conducted on September 9, 2016), and review of concept level project design drawings.

4.1 Project Site

The new reservoirs would be constructed in the City-owned property where the existing reservoir is located (see Figure 2). Maintained lawn covers most of the project site around the existing reservoir and the booster pump station building, and Douglas fir (*Pseudotsuga menziesii*) trees are located south and east perimeter of the property. Approximately 33 Douglas fir trees were identified within the property, and three poplar (*Populus* spp) trees were also identified near the southwest end of the property line outside of the fence line according to the project survey data. Common dandelion (*Taraxacum officinale*), hairy cat's ear (*Hypochaeris radicata*), and narrow-leaf plantain (*Plantago lanceolata*) were also observed at the project site. Trees located within the project site would not be removed during construction. These trees are located away from the excavation area so that their roots are unlikely to be damaged from any excavation activities for the proposed reservoirs.

Staging areas would take place in the northwest corner of the property next to the booster pump station building and along the southern perimeter of the property (Figure 2). Vegetation in the proposed contractor staging area consists of mowed grasses that are regularly maintained. Overall, the project site primarily consists of mowed grass with some trees along the perimeter of the site that provide little habitat value or habitat protection. Based on the review of the Washington Department of Fish and Wildlife (WDFW 2016) priority and habitat species (PHS) database and field observations during the site visit, no critical areas were identified within the project site; therefore, no disturbance to critical areas or other sensitive areas is anticipated to occur as a result of the project.

4.2 Sensitive Areas and Species near the Project Site

Based on a review of the WDFW PHS database (2016), no priority habitats or species occurrences are mapped in the project vicinity, and there are no streams or wetlands located in the project vicinity (WDFW 2016; WDNR 2016, USFWS 2016a, Skagit County 2016). According to the PHS data, a bald eagle (*Haliaeetus leucocephalus*) nest is the closest documented species; however, the nest is located approximately a half mile north of the project site. No bald eagle nests or any other raptor nests were identified within the project vicinity during the site visit.

The undeveloped City-owned property to the north of the project site and a privately-owned property approximately 200 feet southeast of the project site consist of second-growth, single-storied small to medium trees with a shrub/forb understory. Douglas fir, big-leaf maple (*Acer macrophyllum*), common snowberry (*Symphoricarpos albus*) are the most common species observed during the site visit. English ivy is also observed on the trees along Blue Heron Circle. No old-growth stands were observed near the project site. The forested areas likely provide foraging, cover, and refugia opportunities for amphibian, reptile, bird, and mammal species associated with this cover type. Most mammals and reptiles likely use forest stands for breeding; amphibians breed when ponds or stream backwaters are present. Live trees

and shrubs provide food and cover for mammals, and nesting sites for birds. No wildlife species were observed during the site visit in the project vicinity.

Fidalgo Bay is located approximately 2,000 feet east of the project site. Washington Department of Natural Resources (WDNR) owns approximately 80 acres of the tidelands and bedlands of the bay, which include tidal flats, salt marshes, sand and gravel beaches, and expansive native eelgrass beds (WDNR 2008). These areas provide breeding, foraging, and rearing habitat for fish and bird species. Brant geese, cormorants, peregrine falcons, and bald eagles, as well as many shorebirds and dabbling and diving ducks are known to utilize the bay area (WDNR 2008).

Marbled murrelet (*Brachyramphus marmoratus*) is federally-threatened under the Endangered Species Act (ESA), and murrelets have been documented to forage in Fidalgo Bay (WDNR 2008). However, marbled murrelets are not expected to interact or be affected by the project activity because the foraging area is significantly removed from the area where the project activity will take place. Murrelets using the marine waters in Fidalgo Bay or near Anacortes are not expected to fly across the construction areas when travelling to and from their nest sites. Feeding murrelets tend to fly along identifying terrain, such as river riparian corridors and salt water shorelines, when accessing their nests. They are not expected to fly up a steep bluff located between the bay and the project site during the breeding season.

If marbled murrelets forage in Fidalgo Bay during construction, they would not have direct line-of-sight contact with the construction. Birds foraging in Fidalgo Bay will be more than 2,000 feet from the construction site, and thus are not expected to be disturbed by construction noise. This is particularly true since traffic noise from Highway 20 is an existing, clearly identifiable noise source in the area. There are no documented nests of marbled murrelets or bald eagles present near the project site, and no suitable habitat is present within at least 100 feet from the area of disturbance. Due to lack of species occurrence and suitable habitat in the project vicinity, bald eagles, marbled murrelets, and other sensitive species are not expected to be affected by the proposed project.

5.0 Background Documents

The following documents were reviewed for this memorandum:

- Skagit County. 2016. Wetlands/Hydric Soils and Streams maps.
<http://www.skagitcounty.net/Departments/GIS/Gallery/main.htm>. Accessed September 2016
- USFWS (U.S. Fish and Wildlife Service). 2016a. National Wetland Inventory. Wetlands Online Mapper.
<http://www.fws.gov/wetlands/Data/Mapper.html> Accessed September 2016.
- USFWS (U.S. Fish and Wildlife Service.) 2016b. Customized IPaC Trust Resource Report for the West Duwamish CSO Project. Generated September 7, 2016. <https://ecos.fws.gov/ipac>
- WDFW (Washington Department of Fish and Wildlife). 2016. WDFW Priority Habitat and Species (PHS): PHS on the Website: <http://wdfw.wa.gov/mapping/phs/>. Accessed September 2016.
- WDNR (Washington Department of Natural Resources). 2016. Forest Practices Application Review System (FPARS) mapping tool. <https://fortress.wa.gov/dnr/protectiongis/fpamt/index.html#>. Accessed September 2016.
- WDNR (Washington Department of Natural Resources). 2008. Fidalgo Bay Environmental Aquatic Reserve Management Plan. Skagit County, Washington April 2008. Prepared by Aquatic Resources Program.

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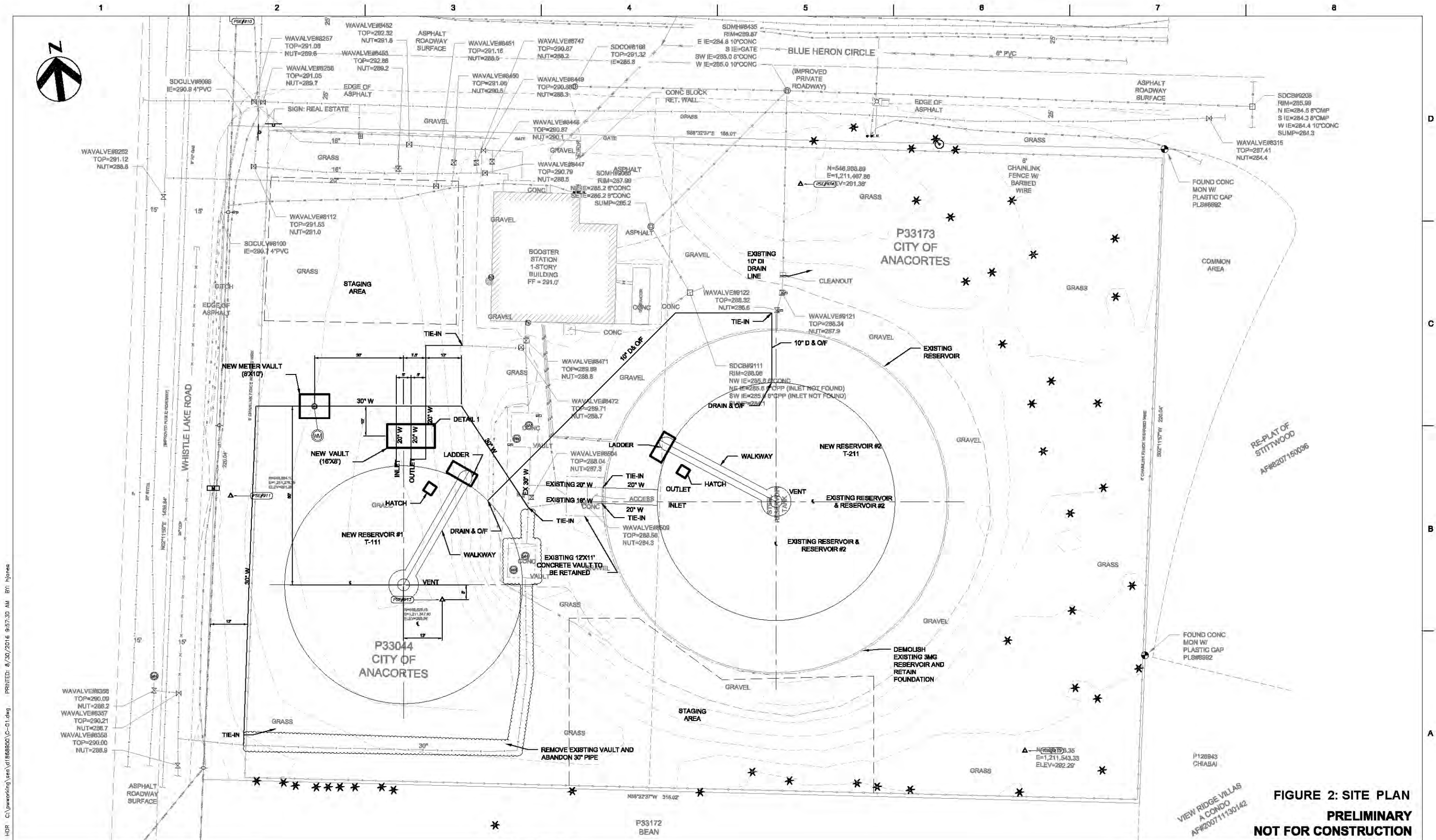
Figures

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FIGURE 1
PROJECT VICINITY

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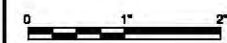


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PROJECT MANAGER:			DESIGNED BY:		
CHECKED BY:			CAD:		
PROJECT NUMBER:					
ISSUE	DATE	DESCRIPTION			

**ANACORTES BLUE HERON CIRCLE RESERVOIR
PROPOSED LOCATIONS FOR NEW RESERVOIRS
AND ASSOCIATED WATER PIPE**



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SCALE 1" = 30'

SHEET: - OF

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Site Photographs

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Photo 1. View of the existing water reservoir and new water reservoir site, looking east from Whistle Lake Road



Photo 2. View of proposed typical staging area, looking northeast from the southwest corner of the project site



Photo 3. Proposed staging area and new water reservoir site, looking south from Blue Heron Circle



Photo 4. Booster pump station within the project site, looking southwest from Blue Heron Circle



Photo 5. View of the east end of the project site, looking east from Blue Heron Circle



Photo 6. Whistle Lake Road, looking south

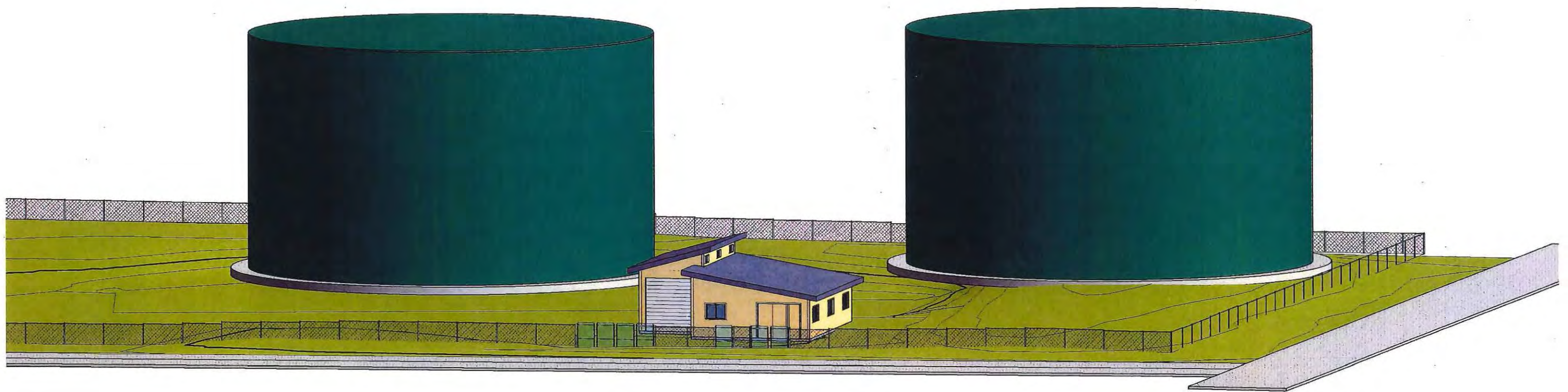


Photo 7. Blue Heron Circle and undeveloped property to the north of the street, looking west

EXHIBIT #10:

SITE PLAN & CROSS SECTIONS





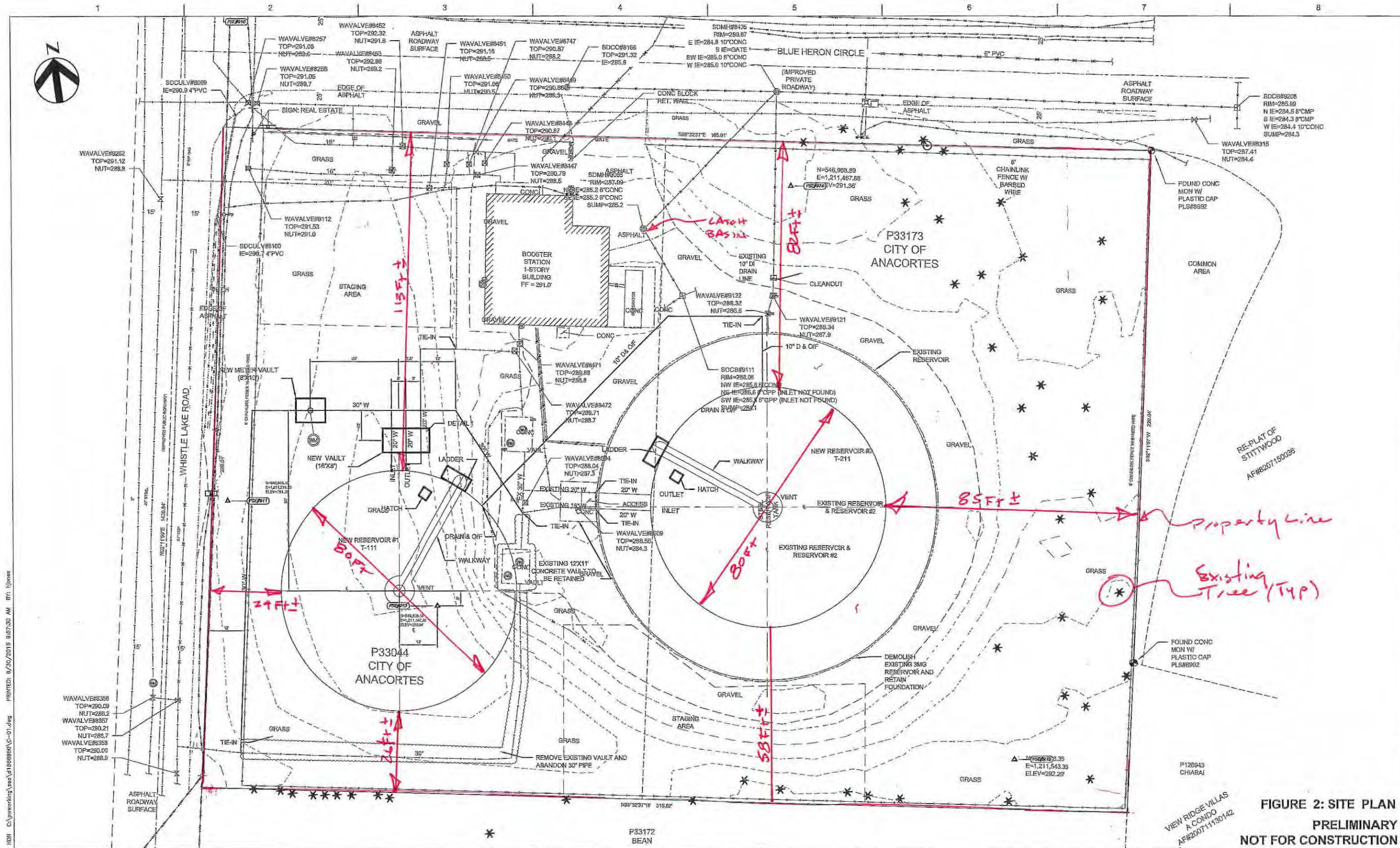


FIGURE 2: SITE PLAN
PRELIMINARY
NOT FOR CONSTRUCTION

ANACORTES BLUE HERON CIRCLE RESERVOIR
PROPOSED LOCATIONS FOR NEW RESERVOIRS
AND ASSOCIATED WATER PIPE

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PROJECT MANAGER:	
DESIGNED BY:	
CHECKED BY:	
CAD:	



City Council Agenda Item

Meeting Date: 2/6/2017 **Agenda Item:** Daniels Field Turf Installation Update

Subject: Update to Council on status of improvements to Daniels Field at Volunteer Park being done through the Anacortes Parks Foundation and request to allocate \$50,000 of impact fee monies to the project.

Staff Contact: Gary Robinson

Summary Statement: We are working at replacing the turf at Daniels Field with an artificial surface in cooperation with the Anacortes Parks Foundation and would like Council's approval to use coated crumb rubber as the infill material and for Council to approve the allocation of \$50,000 of Impact Fee funds for the project.

Background: Council has discussed this issue at a couple of meetings back in June and July of 2016 and I have included the Council packet information from the June meeting. The sub-surface is now ready for artificial turf and we are looking for approval to move forward with the installation. From my perspective there are two significant questions outstanding that need to be answered and those are how are we going to pay for this and what infill material should we use?

I would like to recommend that we use coated crumb rubber as the infill material as it is the most cost effective way to mitigate the potential dangers of uncoated crumb rubber. There is a recent study from the Washington State Department of Health that concludes that crumb rubber infill is not likely a cause of cancer in soccer players but comes up short of guaranteeing that it is completely safe. I will make a bit of a presentation to Council regarding this and we can have a nice discussion and hopefully agree on a direction to proceed.

I would like to recommend that the City Council allocate \$50,000 of impact fee funds towards the project. The Daniels Family has donated an additional \$150,000 to the project and I am working with other donors to make up any difference in the overall cost of the project. We have the impact fee funds available and expansion of the use of a ballfield is an allowed use of the funds so I would recommend that we go ahead with funding the project at the \$50,000 level. I will make a more thorough presentation at the Council meeting regarding this and again we can have a discussion and hopefully agree on a direction forward.

Budget Impact	
Amount Budgeted	\$0
Budget Account (BARS)	
Proposed Expenditure	\$50,000
Budget Amendment Required?	Yes
Revenue Source	Impact fees

Previous Council/Committee Action: Council has discussed this issue on June 27th, 2016 and July 5, 2016. Material from the June 27th meeting is attached.

Competing Viewpoints Considered: I believe we have considered a number of competing viewpoints and am open to considering more if they are available.

Recommended Motion: I move that City Council authorize the Parks Department to move forward with the using coated crumb rubber as the infield for the artificial turf at Alton R Daniels field and that we allocate \$50,000 of impact fee funds to the project.

Alternative Actions: Select a different infill material, don't allocate the funds for the project, allocate more funds for the project, etc.?

Attachments (listed in order presented):

Council packet material from June 27th, 2016 meeting,

Inter-local agreement with the Anacortes Parks Foundation to replace the turf

Synthetic Turf and Crumb Rubber summary report from the Washington State Department of Health



City Council Agenda Item

Meeting Date: 6/27/2016 **Agenda Item:** 7b - Daniels Field Turf update

Subject: Replacing grass field with artificial turf at Volunteer Park – Alton R. Daniels Field

Staff Contact: Gary Robinson

Approved for Submittal to Council by	
x	Laurie Gere, Mayor

Action Type	
x	Staff Report

Summary Statement: We would like to replace the grass field at Alton R. Daniels Field with an artificial surface with the use of private funds to create a field that is easier to maintain than a grass field and provides much higher playability (more games, closer together in various weather conditions).

Background: The City has worked with various private entities including the Daniels family, the Anacortes Parks Foundation and the Anacortes Baseball Club over an extended period of time to create a baseball / athletic field / park at Volunteer Park that is well regarded in the County. The Daniels Family has donated hundreds of thousands of dollars to the effort and have recently made a donation of \$500,000 to the Anacortes Park Foundation to be used to put in an artificial surface at the Alton R. Daniels Field. The Parks Department has long desired to have an artificial turf baseball field similar to our artificial turf softball / little league field as that surface is much preferred from a recreational standpoint over natural grass. The Parks Foundation has an opportunity to get the ground work done at a very reasonable price with a local contractor and significant donations from many local businesses at a price of approximately \$200,000 of Parks Foundation funds donated by the Daniels Family. The contractor is available to do the work now and we would like to start as soon as we can get the necessary approvals. We would like to get the ground work done and then embark on securing the remaining funding and approvals for the turf to be installed. The turf infill material has the potential to be a bit controversial and will require additional discussion with Council as the material that has been used in the past as infill (crumb rubber) has been questioned as far as it's health impacts on some field users. We are likely to be proposing a material that mitigates that concern by coating the crumb rubber and thereby containing it. There is quite a bit of information available from various perspectives on the validity of the concerns that we can look in to later as we decide exactly what fill material to use.

Previous Council/Committee Action: This has been briefly discussed with the City Council Parks Sub-Committee and it has generally been known that there has been an interest in an artificial turf baseball field.

Competing Viewpoints Considered: It is my intent to consider competing views of the infill material as we proceed.

Alternative Actions: We could choose to not move forward at this time which would delay the project and would likely increase the costs.

**Interlocal Agreement
between the
City of Anacortes
and the
Anacortes Parks Foundation
for
Daniels Field Turf Replacement Project**

I. Introduction

This Agreement dated this ____ day of _____, 2016, is made and entered into by and between the City of Anacortes, a municipal corporation of the State of Washington ("City"), and the Anacortes Parks Foundation, a 501(c)3 Washington non-profit public charitable foundation ("Foundation"), pursuant to the authority of chapter 39.34 RCW, for the purpose of governing the Foundation's access to City-leased property to replace Alton R. Daniels field turf.

II. Recitals

WHEREAS, the City of Anacortes executed an Interlocal Cooperation Act Agreement for Maintenance and Operation of Recreational Facilities with Anacortes School District No. 103 ("District") on April 1, 2016, by which the City leases the ball fields, playfields and other recreation facilities located at Volunteer Park from the District. The Lease includes the Alton R. Daniels baseball field, including the playing surface, which is the subject of this Interlocal Agreement ("Premises").

WHEREAS, it is the mutual intention of the parties to create and improve public recreational opportunities.

WHEREAS, the Foundation wishes to improve the Alton R. Daniels baseball field by replacing the natural grass field with artificial turf to increase the recreational uses of the baseball field.

III. Agreement

NOW, THEREFORE, for and in consideration of the promises set forth hereafter, the City and the Foundation hereby agree as follows:

A. USE OF PROPERTY:

1. The City hereby grants to the Foundation permission to use the Premises for the limited purpose of replacing the existing grass field with an artificial turf baseball field, and carrying out all required planning, staging, preparation,

construction, and maintenance work to accomplish the field replacement. The Foundation will be solely responsible for all phases of procurement and project management for the turf replacement project during the Term of this Agreement.

2. The Parties hereby agree that the Foundation will not use uncoated crumb rubber as infill for the turf due to the unknown status of its potential health impacts on field users.

B. TERM:

The Terms shall commence upon execution of this Agreement and expire upon final completion of the field replacement project, but in no event later than August 31, 2017.

C. USE OF THE FACILITIES:

1. The Parties acknowledge that the City and the District have in place an Interlocal Agreement for the Premises that provides the District first priority to schedule use of the Premises for supporting physical education and extra-curricular programs. The Parties will minimize to the greatest extent reasonably possible, any interference with the District's use of the Premises during construction.
2. The Parties acknowledge that the City, in its sole discretion, retains the right and authority to close the Premises and disallow public recreational use.

D. DEVELOPMENT OF THE PROPERTY

Any improvements and alterations made by the Foundation shall remain on and be surrendered with the Property on expiration or termination of this Agreement. The Foundation hereby acknowledges that it will have no ownership interest in any improvements made pursuant to this Agreement.

E. INDEMNIFICATION:

1. Each Party agrees to indemnify, defend, and hold harmless the other Party, its directors, officers, employees, agents, successors, assigns and affiliates, from and against any claims for damage, injury, cost, or liability including reasonable attorneys fees, for injuries to persons or property arising from the negligence, recklessness, or willful misconduct of the indemnifying Party, its employees, volunteers, agents, contractors, or sub-contractors, howsoever caused. The terms of this Indemnification Clause shall survive the

Termination of this Agreement for all matters arising during the term of this Agreement.

2. At the end of the project, the City will inspect the Premises and either accept or reject the work completed pursuant to this Agreement. If the City rejects the work, the City will provide the Foundation with a punch list of items to be completed prior to acceptance. Once the work is accepted, the City will sign a release agreement, on a form acceptable to the City Attorney, releasing the Foundation for future liability for the field except as it relates to the construction work completed pursuant to this Agreement.

F. INDEPENDENT STATUS OF THE FOUNDATION AND THE CITY

The Parties to this Agreement, in the performance of work pursuant to this Agreement, will be acting in their individual capacities and not as agents, employees, volunteers, partners, joint ventures, or associates of one another. The employees, volunteer, or agents of one party shall not be considered or construed to be the employees, volunteers, or agents of the other party for any purpose whatsoever.

G. INSURANCE REQUIREMENTS

The Foundation and any contractor hired by the Foundation to perform work on the Premises or provide services for any part of the project shall obtain insurance coverage at that party's or contractor's sole costs, which shall be maintained in full force and effect during the term of this Agreement. The Foundation will list the City as an additional insured on their policy and provide the City a copy of the additional insured endorsements prior to the start of this Agreement. The Foundation will maintain minimum coverage consistent with the City's current levels of insurance for recreational properties and general liability.

II. AMENDMENT OR MODIFICATION.

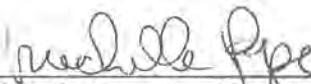
Amendment or modification of this MOA, within the scope of the agreement, shall be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by the Parties, prior to any changes being performed.

I. TERMINATION.

Either of the Parties, in writing, may terminate the agreement, in whole or in part, at any time before the date of expiration.

IV. Signatures

The Parties hereto have executed this MOA on the dates shown above.



Michelle Pope, President
Anacortes Parks Foundation

Laurie Gere, Mayor
City of Anacortes

Synthetic Turf and Crumb Rubber

<http://www.doh.wa.gov/CommunityandEnvironment/Schools/EnvironmentalHealth/SyntheticTurf>

Investigation of Reported Cancer among Soccer Players in Washington State

In 2009, the University of Washington women's associate head soccer coach became concerned that several soccer goalies had developed blood cancers at around the same time. By 2014, the coach had compiled a list of soccer players with cancer. The initial information included 30 current or former Washington residents who played soccer and developed a variety of cancer types between the mid-1990s and 2015. By 2016, this number had grown to 53 people.

In light of this, DOH and researchers at the University of Washington School of Public Health formed a project team to investigate issues related to soccer playing and cancer. The primary objectives of the investigation were to:

1. Determine whether the number of cancer diagnoses among the soccer players reported to the project team was higher than would be expected if rates of cancer among these soccer players were similar to rates among all Washington residents of the same ages.
2. Describe individuals reported to the project team in terms of their demographics, factors related to cancer and history of playing soccer and other sports.

Report: [Investigation of Reported Cancer Among Soccer Players in Washington State \(PDF\)](#)

Frequently Asked Questions

Can you explain the type of study conducted? What did it consist of?

We conducted a cluster investigation of reported soccer players with cancer in Washington. Generally, cancer cluster investigations are within a geographic area, and look at whether that area has an increased rate of a specific cancer compared to the rest of Washington. This investigation wasn't only geographically defined, but also defined by those who had played soccer in Washington. In that way, it's more similar to an investigation among a particular occupation group. The concern was that too many cancer diagnoses were being seen among reported soccer players in WA – and we looked to see whether those numbers were higher than we would expect based on Washington state rates.

Is it safe for my kids to play on synthetic fields made with crumb rubber?

Based on what we know today, the Washington State Department of Health recommends that people who enjoy soccer continue to play regardless of the type of field surface. Our recommendation is based on our investigation and the available research on crumb rubber. Assurance of the safety of artificial turf with crumb rubber are limited by the lack of adequate information on potential toxicity and exposure.

Are there any risks associated with playing on crumb rubber fields?

Based on what we know today, the Washington State Department of Health recommends that people who enjoy soccer continue to play regardless of the type of field surface. Our recommendation is based on our investigation and the available research on crumb rubber. Assurance of the safety of artificial turf with crumb rubber are limited by the lack of adequate information on potential toxicity and exposure.

What about carcinogens or substances in the crumb rubber that are known to cause cancer? Should parents be concerned?

Parents should be aware, but not concerned. We know that crumb rubber is made from tires that contain chemicals that have been shown to cause cancer. However, what is critical to consider are the routes of exposure and potential dose someone receives. The available research suggests exposures from crumb rubber are very low and will not cause cancer among soccer players. The Washington State Department of Health recommends that people who enjoy soccer continue to play regardless of the type of field surface.

How can I continue to reduce my kid's exposure to chemicals in crumb rubber?

While the available research does not indicate a significant health risk, there are several ways to minimize any potential exposures to chemicals from synthetic turf fields.

- Always wash hands after playing on the field and before eating.
- Take off shoes/cleats, sports equipment and soiled uniforms outside or in the garage to prevent tracking crumb rubber into the house.
- Shower after play, and quickly clean any cuts or scrapes to help prevent infection.
- Athletes who accidentally get crumb rubber in their mouths should spit it out; don't swallow it.

Will my child get cancer if he/she plays on these crumb rubber fields?

With very few exceptions, no one knows if someone will develop cancer in their lifetime. That being said, our investigation did not show increased rates of cancer among reported soccer players, and the available research does not suggest that playing soccer on artificial turf causes cancer.

Can you rule out, with 100 percent certainty, that there is nothing in the synthetic turf that can cause cancer?

No, synthetic turf fields made with crumb rubber infill do contain chemicals that have been shown to cause cancer. However, what is critical to consider are the routes of exposure and potential dose someone receives. The available research suggests exposures from crumb rubber are very low and will not cause cancer among soccer players. The Washington State Department of Health recommends that people who enjoy soccer continue to play regardless of the type of field surface.

Who did you interview for this study?

For this study, we interviewed people or parents of people reported to the project team to obtain information on demographics, cancer-related factors, and history of playing soccer and other sports.

Why did you only look at soccer players?

We focused on soccer players, because this was the original group of concern, and most of the individuals reported to the project team played soccer. A relatively small number of people played a variety of other field sports. Because cancer takes time to develop and be diagnosed, we also required a time lapse of about five months (0.4 years) between first playing soccer and diagnosis.

What would you tell communities who are considering installing a synthetic field? Or deciding not to install a synthetic field?

It is important for Washington communities to build and support environments that make it easier for adults and youth to be physically active. Physical activity can slow the increase in the proportion of adults who are obese, reduce rates of chronic disease, and improve the quality of life. The currently available research does not suggest that crumb rubber presents a significant public health risk.

How many soccer fields did you include in your study?

We did not do any testing of soccer fields. We did interview people reported to us as having cancer and having played soccer. The interviews revealed that the 35 people interviewed had practiced on about 110 soccer fields in Washington.

How does Washington compare with the other states regarding rates of cancer in ages five through 24?

During 2009–2013, the age-adjusted cancer incidence rate for all types of cancer combined among people ages five to 24 years was statistically significantly higher in Washington than in the United States (23.6 and 22.4 per 100,000 people, respectively), so our age adjusted rate has about 1.2 more cancers per 100,000 than nationally.

Why did you limit the time period for people meeting the case definition to 2002–2015?

We limited the time period for people meeting the case definition to 2002–2015 because reports of people with cancer were more likely to be complete during this time period than in earlier time periods. The only person who was diagnosed with cancer before 2002 was diagnosed in the mid-1990s before artificial turf fields with crumb rubber fields were installed in Washington.

Why did you limit the case definition to people who were ages six to 24 years?

We limited the case definition to people who were ages six to 24 years when diagnosed because processes leading to the development of cancer are often different for children and adults. Most cancer investigations and research focus on children and adults separately, with children defined as under ages 15 or 20 years old. We opted to include people diagnosed up to age 24 years because we wanted to include as many people as possible in the case definition without becoming so inclusive that would lessen the potential to find a problem if one existed. This age group included about 70 percent of people reported to our team.

Did you find that any one position, e.g., goalies, had an increased number of cancer diagnoses?

Our investigation explored whether there was an increased number of cancer diagnoses among soccer players compared to what we would expect if soccer players experienced the same cancer rates as Washington residents of the same ages. We were able to look at all people with a history of playing soccer, as well as goalkeepers, and neither group had an increased number of cancer diagnoses.

Why didn't you look at expected cancers among players on crumb rubber turf fields?

To be able to look at the expected cancers among players on crumb rubber turf fields, we would have had to be able to identify who the soccer players were overall who had played on turf fields. We had no way to assess this. We did look at select and premier players to see if they had an increased number of cancer diagnoses compared to what we would expect, but they did not. We hypothesized that they likely had longer playing experience and would have greater exposure to crumb rubber.

Resources

Research on crumb rubber synthetic turf fields is ongoing. Several national agencies are coordinating [Federal Research on Recycled Tire Crumbs Used on Playing Fields](#).

The following research are some of the key studies that we have reviewed.

U.S. Environmental Protection Agency

- [A Scoping-Level Field Monitoring Study of Synthetic Turf Fields and Playgrounds \(PDF\)](#)
- [Federal Research on Recycled Tire Crumb Used on Playing Fields](#)

California

- [Evaluation of Health Effects of Recycled Waste Tires in Playground and Track Products \(PDF\)](#)
- [Chemicals and Particulates in the Air Above the New Generation of Artificial Turf Playing Fields, and Artificial Turf as a Risk Factor for Infection by Methicillin-Resistant Staphylococcus Aureus \(MRSA\) \(PDF\)](#)
- [Safety Study of Artificial Turf Containing Crumb Rubber Infill Made from Recycled Tires: Measurements of Chemicals and particulates in the Air, Bacteria in the Turf, and Skin Abrasions Caused by Contact with the Surface \(PDF\)](#)

Connecticut

- [Examination of Crumb Rubber Produced from Recycled Tires \(PDF\)](#)
- [Human Health Risk Assessment of Artificial Turf Fields Based Upon Results from Five Fields in Connecticut \(PDF\)](#)
- [Artificial Turf Field Investigation in Connecticut \(PDF\)](#)

New York

- [Air Quality Survey Of Synthetic Turf Fields Containing Crumb Rubber Infill \(PDF\)](#)
- [An Assessment of Chemical Leaching, Releases to Air and Temperature at Crumb-Rubber Infilled Synthetic Turf Fields \(PDF\)](#)

Netherlands

- [Nitrosamines released from rubber crumb \(PDF\)](#)

Norway

- [Measurement of air pollution in indoor artificial turf sports halls \(PDF\)](#)
- [Artificial turf pitches – An assessment of the health risks for football players \(PDF\)](#)

Other Studies

- [Environmental and Health Impacts of Artificial Turf: A Review. *Environmental Science & Technology*](#). An article abstract (not open access), 48(4):2114-29, Cheng H, Hu Y, Reinhard M. 2014.
- [Review of the Human Health & Ecological Safety of Exposure to Recycled Tire Rubber found at Playgrounds and Synthetic Turf Fields.\(PDF\)](#). A 2013 document produced for the Rubber Manufacturers Association by the consulting firm Cardno ChemRisk.
- [Federal Research Action Plan on Recycled Tire Crumb Used on Playing Fields - EPA](#)



City Council Agenda Bill

Meeting Date: 2/6/2017

Agenda Item: 8b

Subject: Hearing Examiner Request for Qualifications

Staff Contact: Don Measamer, Darcy Swetnam

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

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

Summary Statement: Enclosed are the proposed Request for Qualifications for Hearing Examiner Services and a proposed Agreement for Hearing Examiner Services. Before staff solicits proposals, they would like to present the proposal to City Council for review and comment.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: N/A

Recommended Motion: No recommended motion at this time.

Attachments (listed in order presented): 1. Proposed RFQ, 2. Proposed Contract



City of Anacortes
REQUEST FOR PROPOSALS
Hearing Examiner Services

The Anacortes City Council seeks Statements of Qualification from individuals and firms interested in serving as the City of Anacortes Hearing Examiner.

BACKGROUND

The City seeks to recruit a land use Hearing Examiner to hear certain land use appeals, development proposals, code enforcement appeals, and related matters.

SCOPE OF SERVICES

Services may include all activities and functions authorized by City of Anacortes Ordinance 2988. In general, Anacortes's Hearing Examiner will hold public hearings and decide matters related to code enforcement and land development such as:

- Code enforcement appeals
- Requests for variances
- Requests for telecommunication facility permits
- Appeals from certain administrative decisions

Both daytime and evening hearings may be conducted. These hearings will be scheduled on a regular calendar through consultation with the Planning Director. Hearing recording and other meeting support services will be provided by the City. Decisions are to be issued timely as prescribed by law. Contractors are expected to provide full administrative support services for hearing and decision reporting. The City anticipates paying the Hearing Examiner for such services \$125.00 per hour.

PROPOSAL REQUIREMENTS

Interested parties should submit a:

- Letter of Interest – no more than one page in length and include contact information and signature. The letter must indicate that the City's contract for

Hearing Examiner Services is acceptable. The contract is available upon request. The letter or an attachment to the letter should state all proposed charges.

- Summary of qualifications, experience, and availability – this must be no more than five pages in length. It should summarize the applicant's qualifications to be a hearing examiner, his/her relevant experience, and the availability of the applicant to participate in the RFP process and to provide services to the City.
- Method and approach – a one or two page summary of the applicant's approach to providing hearing examiner services.
- Example of written work – at least one example of the applicant's written decisions must be provided along with the invoices for those decisions or an explanation about why such invoices cannot be provided.
- Professional references – at least three professional references, including phone numbers and other contact information. No more than one page.

SELECTION CRITERIA AND PROCESS

Selection will be based upon:

1. Knowledge and experience in:
 - a. Adjudication or litigation related to land use planning and zoning
 - b. Development project review
 - c. Growth management
 - d. State environmental policy act
 - e. Subdivision platting
 - f. Shoreline development
 - g. Design review
 - h. Administrative procedures
 - i. Public works/engineering standards
 - j. Impact fees
 - k. Code enforcement
 - l. Telecommunication regulations
 - m. Constitutional principles
2. Experience with writing legally defensible local land use decisions
3. Approach to quality control, case management and decision delivery
4. Making effective use of public resources
5. Experience and manner of holding public meetings and quasi-judicial proceedings
6. Readiness, availability, and familiarity with the area
7. Response of references

PROCESS AND TIMELINE FOR SELECTION

The City's intended process and timeline for selecting a contractor is as follows (subject to change):

- February 10, 2017 – 4:30 PM – Deadline for RFQ submittals.
- February 14, 2017 – 4:30 PM – Consideration of submittals by City evaluation team and selection of candidates to be interviewed
- February 21, 2017 – Interviews with Selection Committee & Identification of Selection Committee's preferred candidate to recommend to City Council.
- February 27, 2017 – Approval by City Council.

INSTRUCTIONS TO PROPOSERS

The deadline for submission of qualifications is 4:30 PM February 10, 2017. Mail-in submittals must be post-marked no later than February 8, 2017. For questions about this RFQ, please contact Don Measamer, Planning Director, at (360) 299-1942. Submittals received after the deadline will not be considered.

Deliver proposals to:

City Clerk's Office
City of Anacortes City Hall
904 6th Street
Anacortes, Washington 98221

Mail to:

City of Anacortes
Attn: City Clerk
904 6th Street
Anacortes, Washington 98221

CONTRACT

The City of Anacortes's Hearing Examiner Agreement will be the contract document for these services.

TERMS AND CONDITIONS

1. The City reserves the right to reject any and all proposals, to waive minor irregularities in any proposal and to change the selection process or timeline.
2. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
3. The contract resulting from acceptance of a proposal by the City shall be in a form supplied by the City, and shall reflect the specifications in this RFQ. A copy of the City's contract is available for review. The City reserves the right to reject

any proposed agreement that does not conform to the specification contained in this RFQ, and which is not approved by the City Attorney's Office.

4. The City shall not be responsible for any costs incurred by an interested party in preparing, submitting or presenting its response to the RFQ.
5. All submitted documents are public and subject to disclosure.



CITY OF ANACORTES

AGREEMENT FOR HEARING EXAMINER SERVICES

This agreement is being entered into this ____ day of _____, 2017, by and between the City of Anacortes, a Washington municipal corporation hereinafter referred to as "City", and _____, hereinafter referred to as "Hearing Examiner". In consideration of the mutual benefits, terms and conditions hereinafter specified, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. **Term.** The term of this Agreement will be from execution through December 31, 2017, subject to the Termination section.
2. **Services.** The Hearing Examiner agrees to provide the following services to the City.
 - a. Perform a variety of administrative and quasi-judicial duties related to matters ranging from land use and environmental cases, code enforcement actions, to appeals of Department determinations; conduct open public hearings to assure due process in an impartial, objective and timely manner; and render decisions and recommendations to the City.
 - b. Conduct quasi-judicial and administrative hearings, applying relevant federal, State or local standards and decisional law; receive, consider and examine testimony and exhibits related to matters heard; prepare a case record and enter findings, conclusions, decisions, and recommendations to the City.
 - c. Hear, recommend, or decide various land use issues as provided for by City ordinances; assure compliance with City, state and federal environmental regulations; consider statutory requirements and community guidelines in determining the appropriate size, scale and design of development projects;
 - d. Conduct hearings of appeals for code enforcement actions taken pursuant to City ordinances.
 - e. Analyze technical drawings and development plans and make relevant decisions in keeping with land use laws, regulations and policies.
 - f. Prepare the Hearing Examiner Report as mandated by law; render decisions in writing that are clear, complete and internally consistent,

factually accurate, and legally sufficient, and provide to the City for distribution to parties of record and interested parties.

3. **Conflict of Interest.** The Hearing Examiner agrees to disqualify himself or herself as to any application regarding which the Hearing Examiner has had substantial pre-hearing contact with proponents or opponents; regarding which the Hearing Examiner has a personal financial interest or other appearance of fairness conflict. The Hearing Examiner further agrees that neither he nor any firm at which she is a principal, officer, or employee shall offer new consultation services or other new professional assistance related to land use activities in the City of Anacortes which may result in applications for review under the provisions of city codes within the Hearing Examiner's decision making authority during the term of this Agreement, or for a period of six (6) months following termination thereafter. The Hearing Examiner will endeavor to give the City as much advance notice of a possible conflict to hear any item so that the item can be assigned to another pro tem hearing examiner.
4. **Procedures and Exhibits.** The Hearing Examiner agrees to adopt and community to parties a set of procedures for the conduct of hearings. During the course of the conduct of hearings, the Hearing Examiner shall mark and record all exhibits accepted into the record, with the case, number or letter of the exhibit. All such exhibits will be entrusted to the City after the Hearing Examiner has rendered her final decision on the matter.
5. **Facilities and Administrative Support.** The City will provide facilities for the conduct of hearings, including a hearing room and recording equipment. The City will also provide staff support at the hearing to record proceedings. The staff support includes carrying out all public notice requirements of the City code.
6. **Recesses and Continuances.** The Hearing Examiner agrees to set all recessed or continued hearings to a time certain whenever possible. The Hearing Examiner will coordinate such rescheduling with the City to ensure that adequate facilities will be available.
7. **Compensation.** The City will pay the Hearing Examiner at the rate of \$125 per hour for services provided, not including travel time to and from the City. Payment will be for time actually devoted to rendering services under this agreement, for hearings assigned, and time necessary for hearing and decision preparation. This compensation rate may be adjusted annually by the City. The Hearing Examiner shall keep accurate time records and shall provide such records for review by the City as requested. Invoices documenting hours spent for services rendered may be submitted monthly to the City Finance Director for payment.

8. **Insurance.** The City requires the Hearing Examiner to carry automobile insurance of \$500,000 per occurrence and furnish proof of insurance and a driving record abstract to the City.
9. **Indemnification.** The Hearing Examiner shall indemnify, defend and hold harmless the City, its officers, agents, employees and volunteers, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from legal malpractice, civil rights violations, injury or death to persons, including injuries, sickness, disease or death to Hearing Examiner's own employees, or damage to property occasioned by a negligent act, omission, or failure of Hearing Examiner.

Except in cases where the City elects to appeal or challenge an action or decision of the Hearing Examiner, the City will actively represent the Hearing Examiner and defend any and all legal challenges to or appeals of any action and/or decision rendered by the Hearing Examiner when acting within the scope of the quasi-judicial duties called for by this agreement, to the same extent as it would for any other City quasi-judicial decision maker. The costs of such legal representation shall not be charged to the Hearing Examiner as long as the action taken and/or decision rendered is within the scope of the quasi-judicial duties called for in this agreement. The City reserves the right to settle any such appeal or legal challenge to any such action or decision in any manner deemed appropriate by the City with or without consulting with or obtaining the consent of the Hearing Examiner. In the event that any action taken and/or decision rendered is determined to be outside the scope of the Hearing Examiner's quasi-judicial duties, the City shall have no obligation to represent or defend the Hearing Examiner or any action taken and/or decision rendered, and the Hearing Examiner's indemnity obligations set forth in this agreement shall apply.

10. **Compliance with Laws.** Hearing Examiner shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this agreement.
11. **Discrimination Prohibited.** The Hearing Examiner, with regard to work performed under this agreement, will not discriminate on the grounds of race; religion/creed; national origin; ancestry; sex; the presence of a physical, sensory, or mental disability; age over 40; sexual orientation or gender identity; pregnancy; HIV/AIDS and Hepatitis C status; use of a guide dog/service animal; marital status; parental/family status; military status; or veteran's status, in accordance with City policy and as set forth in federal, state and local laws.

12. **Independent Contractor.** Hearing Examiner and the City agree that Hearing Examiner is an independent contractor with respect to the services provided under this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Hearing Examiner nor any of her employees shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The Hearing Examiner shall be solely responsible for payment of all taxes and fees, including business license fees and social security taxes.
13. **Nonexclusive Contract.** Nothing herein shall constitute a guarantee to provide a minimum amount of work or a promise to supply work to the Hearing Examiner by the City. The City reserves the right to assign hearing examiner duties to other persons, either by way of agreement or employment.
14. **Assignment.** The Hearing Examiner may not sublet or assign any of the services covered by this agreement without the express written consent of the City.
15. **Non-Waiver.** Waiver of any provision of this agreement, or any time limitation provided for in this agreement by the City shall not constitute a waiver of any other provision.
16. **Termination.** This Agreement shall remain in full force and effect through December 31, 2017 with opportunity for extension by mutual agreement of the parties. This Agreement may be terminated without cause by either party by giving 60 days written notice of termination.

DATE: _____

DATE: _____

Mayor Laurie Gere

City of Anacortes

Hearing Examiner

HEARING EXAMINER SELECTION PROCESS UPDATE

CITY OF ANACORTES – FEBRUARY 6, 2017



HEARING EXAMINER GENERALLY

- Council adopted Ord 2988 on December 12, 2016
- Created Chapter 2.30: “Hearing Examiner”
- Qualifications:
 - Attorney
 - 5 years’ experience in land use planning and land use law
 - Training and experience necessary to conduct administrative quasi-judicial proceedings
- Selection and reporting requirements set by Ordinance

REQUESTS FOR QUALIFICATIONS: TIMELINE

- February 10, 2017 – 4:30 PM – Deadline for RFQ submittals.
- February 14, 2017 – 4:30 PM – Consideration of submittals by City evaluation team and selection of candidates to be interviewed
- February 21, 2017 – Interviews with Selection Committee & Identification of Selection Committee's preferred candidate to recommend to City Council.
- February 27, 2017 – Approval by City Council.

INTERESTED PARTY SUBMITTALS

- Letter of Interest
- Summary of qualifications, experience, and availability
- Method and approach
- Examples of written work
- Professional references

SELECTION CRITERIA

- Knowledge and experience
- Experience writing land use decisions
- Approach to quality control, case management, and decision delivery
- Making effective use of public resources
- Experience and manner of holding public meetings and quasi-judicial proceedings
- Readiness, availability, and familiarity with the area
- Response of references

[illegible]



QUESTIONS?





City Council Agenda Bill

Meeting Date: 2/6/2017 **Agenda Item:** 8a

Subject: Stormwater Utility Monthly User Fee Rate and Code Update

Staff Contact: Fred Buckenmeyer

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

Action Type	
X	Ordinance No. 2979
X	Code Revision? Yes
X	Resolution No. 1963
	Contract
	Public Hearing
	Staff Report

Summary Statement: The proposed ordinance would update City code related to the stormwater utility and the related resolution would increase rates to fund permit obligations, operations and maintenance, and capital improvements.

Background: Reference the attached memorandum dated January 26, 2017, from Matt Reynolds to Fred Buckenmeyer regarding the stormwater utility function, funding, proposed rate increase, and proposed method of rectifying billing in HM and LM1 zones.

Previous Council/Committee Action: Council has not taken previous action on this matter. The stormwater utility rate structure was discussed at the May 24, 2016 special City Council meeting regarding the City Comprehensive Plan Capital Facilities Element, at the July 20, 2016 City Council meeting, and has been the topic of discussion at several Public Works Committee meetings.

Competing Viewpoints Considered: The "do nothing" option would result in stormwater utility expenditures continuing to exceed revenues. Changing rates to something other than what is proposed would either decrease or increase the amount of money available for the stormwater utility.

Recommended Motion: I move to approve Ordinance 2979 to update City code related to stormwater utilities and approve Resolution 1963 to increase stormwater utility rates.

Alternative Actions: To not approve the proposed ordinance and resolution and keep the rates as they are or change the rates to something different.

Attachments: Memorandum dated January 26, 2017, proposed Ordinance 2979 and proposed Resolution 1963.



ANACORTES PUBLIC WORKS DEPARTMENT

G. Matt Reynolds, PE, Assistant Public Works Director

P.O. BOX 547, ANACORTES, WA 98221

E-MAIL: mattr@cityofanacortes.org

PH(360) 299-1951

FAX(360) 293-1938

Memorandum

Date: January 26, 2017

To: Fred Buckenmeyer

From: G. Matt Reynolds

A handwritten signature in blue ink, appearing to read "GMR", is placed over the name "G. Matt Reynolds" in the "From:" field.

Subject: Stormwater Program Funding

This memorandum provides information regarding the current state of funding for the City's stormwater program and the need for additional revenue. First, what the stormwater utility funds is addressed, discussing the City's Stormwater NPDES permit, maintenance activities, and the Capital Improvement Program. Then the system of charges that fund the stormwater programs is discussed, followed by a proposed method of increasing revenues and a comparison of the proposed Anacortes rates with other cities in the region. Finally, a proposed method of correcting a billing error in the HM and LM1 zones is presented.

WHAT THE UTILITY FUNDS

Activities funded by the stormwater utility can be grouped into three general categories (with no clear boundaries between them): compliance with the City's stormwater NPDES permit, maintenance of stormwater facilities and, Capital Improvement Plan (CIP).

NPDES Permit

According to the Washington State Department of Ecology, stormwater runoff is the leading contributor to water quality pollution of urban waterways. Untreated stormwater runoff may contain toxic metals, pesticides, oil, grease, chemicals from plastics, and tail pipe emissions from vehicles.

To address the issue, Congress, in 1987, changed the Clean Water Act to include stormwater discharges in the National Pollutant Discharge Elimination System (NPDES) permit program. The program requires permits for municipal stormwater discharges to surface waters. The Environmental Protection Agency gave the authority to implement these permits in Washington State to the Department of Ecology. Anacortes is required to obtain a NPDES permit for its stormwater discharges. The permit contains significant regulations designed to reduce or eliminate the detrimental impacts of stormwater runoff.

As you are aware, the City's stormwater NPDES permit includes 7 general elements:

- Public Outreach and Public Education
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Controlling Runoff from New Development, Redevelopment and Construction Sites
- Municipal Operations and Maintenance
- Coordination with other Agencies
- Monitoring and Assessment
- Reporting Requirements

Resources used to address these requirements, which are funded by the stormwater utility, include a combination of City staff, consultants, and interlocal agreements with non-profit organizations.

Stormwater Facility Maintenance

A summary of the City's stormwater facilities is as follows:

- 436,628 feet of storm pipe ranging in size from 2-inch to 48-inch
- 479,171 feet of ditches
- 3114 catch basins
- 974 manholes
- 81 outfalls
- 49 public detention ponds

These facilities are maintained by the City's street crew. The objective of the stormwater maintenance program is to ensure the continued functioning of stormwater facilities. The most obvious consequence of deferred maintenance of the system is the possibility of flooding with the associated potential of property damage, or worse. But there are other potential consequences to not maintaining the system, including damage to the environment. A complete maintenance program includes more than the physical tasks of street sweeping, cleaning catch basins, pipes, ditches, detention systems, oil/water separators and the proper disposal of debris. Maintenance programs also involve management items such as completing and maintaining a facilities inventory, including updating the City's GIS system, scheduling inspections and maintenance activities, and record keeping.

Capital Improvement Plan

A copy of the City's stormwater Capital Improvement Plan (CIP) is attached. The CIP includes a 6-year and a 20-year plan, with a total cost over the 20-year planning period of \$11,847,000. Capital improvements have been prioritized on the basis of growth, regulatory requirements, reduction of ongoing maintenance efforts, system benefit, and cost. The CIP is organized into four sections: Maintenance Improvement Projects, Capacity Improvement, Water Quality Improvement, Administrative/Non-Project.

Maintenance Improvement Projects, which total \$6,550,000 over the 20-year planning period, include projects that will serve to reduce the threat of property damage and reduce the allocation of resources to maintenance of the storm drain system. Also included is detention pond restoration, which is a NPDES permit (regulatory) requirement and, therefore, a top priority.

Capacity Improvement, which total \$1,147,000 over the 20-year planning period, include projects that correct areas with inadequate capacity for 25-year events, as identified by storm modeling.

Water Quality Improvements, which total \$1,450,000 over the 20-year planning period, include projects to improve stormwater quality. Two existing sites have been identified as having potential for bioswale retrofit, six new sites have been identified as having potential for mechanical stormwater treatment, and one existing pond has been identified as having potential for improved water quality treatment.

Administrative/Non-Project, which total \$2,700,000 over the 20-year planning period, anticipates additional expenditures associated with increasing NPDES permit requirements, a 0.5 FTE for additional maintenance staff, and an update of the Stormwater Comprehensive Plan.

THE NEED FOR RATES

The stormwater utility is not a large utility compared to water and wastewater. The 2017 City Budget includes a total Storm Drainage Fund expenditure of \$1,627,765, of which, \$470,000 is for capital expenditures. This is compared to a total expenditure of \$18,666,790 for the Water Fund, and \$8,276,197 for the Sewer Fund.

The fund receives revenue from a system of charges that has been established by City Code. There are primarily two charges: General Facility Charge (GFC) and Monthly User Fee. GFCs are a one-time charge for new development. User fees are based on impervious surface area of developed parcels, with a fixed dollar amount, currently \$5.00, charged monthly per "Equivalent Residential Unit" (ERU) or "Impervious Surface Unit" (ISU). The Code uses ERU and ISU synonymously and defines them as "... a configuration of impervious (area) which is approximately equal to that of the average single-family residential parcel". Currently, one ERU or ISU is defined as equivalent to two thousand square feet of impervious area. Single family parcels are charged one ISU per month. The charge for other parcels is based upon the parcel's total amount of impervious area as expressed in ISUs with a minimum charge of one ISU per month.

Anticipated 2017 revenue is \$120,502 from GFCs and \$894,079 from user fees. With other minor revenue sources, the total 2017 new revenue is anticipated to be \$1,040,200, and the budgeted expenditure is \$1,627,765. This shortfall between revenue and expenditure of \$587,565 will come from reserve funds. The current monthly user fee of \$5.00 per ISU was established in 2009 and because revenues have remained relatively flat as expenditures have grown, this negative saving began in 2015 and will continue to grow unless either revenues are increased or expenditures decrease. With an aging system and increasing regulation, it is unrealistic to expect the shortfall to be eliminated in the long term by cuts. Rather, an increase in user fees is necessary.

PROPOSED CHANGES

Staff consulted with FCS Group (FCS), a financial adviser with extensive experience with stormwater utilities and learned that 2000 square feet (sf) is no longer a typical amount of impervious area for a typical residential parcel. Following a statistical analysis suggested by FCS, the typical impervious area for Anacortes was calculated to be approximately 3600 sf. Therefore, it is recommended that an ISU be redefined to 3600 sf and that the monthly user fee for parcels other than residential be recalculated based on this definition. Additionally, it is recommended that the cost per ISU be increased as follows:

Year	2017	2018	2019	2020	2021
Monthly charge per ISU	\$9.00	\$9.50	\$10.50	\$11.50	\$12.50
% increase over previous year for non-residential above one ISU*	0	5.5%	10.5%	9.5%	8.7%

* Percentages do not apply to HM and LM1 Zones

It is anticipated that these changes will fully fund the stormwater program in 2021. In the meantime, funding for capital expenditures will need to come from capital reserves.

It is recommended that the stormwater rate be adjusted annually to reflect changes in the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), as was recently done with water rates, with that adjustment starting in 2022.

RATE COMPARISON

No two municipal stormwater utilities are the same, and so, the comparison of rates between cities is of limited value. However, there will likely be curiosity about how Anacortes' stormwater fee compares with other cities and because the question will likely be asked, a comparison of fee rates is as follows:

City of	Everett	Mukilteo	Oak Harbor	Marysville	Bellingham	Mt Vernon	Anacortes
Fee	\$17.44	\$14.84	\$14.22	\$11.26	\$10.09	\$6.05	\$5.00

HM and LM1 ZONES (the 1999 annexed area)

In 1999, an area to the southeast of the City along Highway 20 was annexed to the City by Ordinance 2475. That area is now zoned HM and LM1 (referred to here as the "annexed area"). This annexed area is now a part of the City of Anacortes, and the City, therefore, has the same obligations there, and provides the same services, as with the rest of the city. The same system of charges discussed above was to apply to the annexed area except monthly user fees were to be twenty percent of the standard city stormwater fee for an unspecified period of time (Ordinance 2599). However, rather than basing stormwater fee charges on the amount of impervious area for non-residential parcels, all developed properties were assigned an ISU of one, regardless of the amount of impervious area any particular development has. This was only recently discovered.

To correct this, it is recommended that the amount of impervious area be calculated for each developed parcel in the HM and LM1 zones and the monthly stormwater charge be based on the corresponding number of ISUs using the same ISU definition, and the same monthly fee amount per ISU, as the rest of the City. In order to ease the transition, it is further recommended that the HM and LM1 zones pay 20 percent of these corrected charges as the monthly fee increase is phased in according to the schedule above. Then, starting in 2022, the percentage of the standard charge paid will increase by 10 percent a year until the charges reach 100 percent of the standard fee.



Stormwater Capital Improvements Plan

	2017	2018	2019	2020	2021	2022	2023-2036	Project Totals
Maintenance Improvement Projects								
Storm System Restoration and Upgrade	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$200,000.00	\$2,800,000.00	\$3,750,000.00
Pond Restoration	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$200,000.00	\$700,000.00	\$2,400,000.00
Trash Racks	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$280,000.00	\$380,000.00
Total Maintenance Improvements	\$470,000.00	\$470,000.00	\$470,000.00	\$470,000.00	\$470,000.00	\$420,000.00	\$3,780,000.00	\$6,550,000.00
Capacity Improvement (Model Results)								
Edwards Way - Basin G5							\$245,000.00	\$245,000.00
Kingsway at Windsor - Basin B9							\$116,000.00	\$116,000.00
30th/32nd Street, R Avenue to T Avenue - Basin F4							\$364,000.00	\$364,000.00
J Avenue/ 24th Street to 28th Street - Basin F3							\$422,000.00	\$422,000.00
Total Capacity Improvements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,147,000.00	\$1,147,000.00
Water Quality Improvement								
Water Quality Improvement							\$1,450,000.00	\$1,450,000.00
Total Water Quality Improvements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,450,000.00	\$1,450,000.00
Administrative/Non-Project								
NPDES Permit Activities/Compliance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$1,400,000.00	\$1,500,000.00
Additional Maintenance	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$700,000.00	\$1,000,000.00
Stormwater Comprehensive Plan	\$0.00						\$200,000.00	\$200,000.00
Total Administrative	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$150,000.00	\$2,300,000.00	\$2,700,000.00
Total Stormwater 20 Year CIP Costs	\$520,000.00	\$520,000.00	\$520,000.00	\$520,000.00	\$520,000.00	\$570,000.00	\$8,677,000.00	\$11,847,000.00

ORDINANCE NO. 2979

AN ORDINANCE AMENDING CHAPTER 13.10 OF THE ANACORTES MUNICIPAL CODE TO REMOVE STORM WATER RATES AND DEFINE IMPERVIOUS SURFACE UNITS

WHEREAS, the City of Anacortes' Stormwater utility operation and maintenance (O&M) expenses currently exceed revenues, even with no capital investment. Increasing Stormwater NPDES permit requirements will increase required O&M efforts even further. A rate increase is therefore required to balance the budget and provide adequate funding for necessary future capital expenditures.

WHEREAS, the Anacortes Municipal Code currently includes stormwater rates. The City's practice has been updated to set rates by resolution rather than ordinance. City Council therefore wants to remove rate language from the relevant sections described herein.

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

Section 1. AMC Chapter 13.10.020 is hereby amended in its entirety to read as follows:

13.10.020 - System of charges.

A. There is imposed a system of charges on each developed parcel of real property within the city to operate the stormwater program. The charges are deemed reasonable and necessary to fund administration, planning, design, construction, operation, maintenance, repair, improvement and replacement of all existing and future storm and surface water facilities, including the accumulation of reserves and the retirement of any associated debt.

B. The following charges are established for all developed parcels of real property in the city. The charges for all such parcels shall be computed by multiplying the basic charge for each impervious surface unit (ISU) times the total number of ISUs per parcel. ISUs shall be measured for rate of computation purposes to the nearest one-tenth of an ISU. The minimum charge shall be based on one ISU for a general facility charge or monthly user fee.

1. General Facilities Charge. A one-time charge per ISU for new development for the planning, design, and construction of capital improvements associated with the City stormwater drainage system and facilities.
2. Monthly User Fee. The minimum monthly fee shall fund the operation, maintenance and administration of the City stormwater utility.
3. Single-Family and Duplex Residential Parcels. The charge shall be based on one ISU per month for each single-family or duplex residential parcel.
4. Undeveloped Parcels. Undeveloped parcels shall not be assessed a GFC or monthly user fee.
5. Other Parcels (Commercial, Industrial, and Multi-family). The charge for all parcels, except single-family or duplex residential parcels and undeveloped parcels, shall be based upon the total amount of impervious area as expressed in ISUs.

C. All storm rates and fees referenced in this code chapter will be passed by council resolution.

Section 2. AMC Chapter 13.10.010 E. is hereby amended in its entirety to read as follows:

E. "Equivalent residential unit (ERU)" or "Impervious surface unit (ISU)" means a configuration of impervious which is approximately equal to that of the average single-family residential parcel. One ERU or ISU is equivalent to three thousand six hundred square feet of impervious surface area.

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

PASSED by the City Council and APPROVED by the Mayor of the City of Anacortes, Washington, this 6th day of February, 2017 at a regular open public meeting thereof.

AYES_____

NAYS_____

ABSENT_____

CITY OF ANACORTES:

BY: _____
LAURIE M. GERE, MAYOR

ATTEST:

APPROVED AS TO FORM:

Steve D. Hoglund
City Clerk Treasurer

Darcy J. Swetnam, WSBA # 40530
City Attorney

RESOLUTION NO 1963

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES ESTABLISHING A UNIFIED FEE
SCHEDULE FOR UTILITY FEES AND CHARGES

WHEREAS, the Anacortes City Council is empowered by City code to pass fees for the utilities by resolution; and

WHEREAS, On January 1st of each year, the fees and charges for water set out in this resolution shall be indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton—All Urban Wage Earners (CPI-U) for the previous October, or other comparable index if not published. The treasurer shall adjust the fees and publish them each December to take effect on all goods and services delivered or contracted after the beginning of each year. In no event shall the change in rates be less than zero percent in any given year. Unit prices and all other charges shall be to the nearest cent.

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

Section 1.

1. Attachment A hereto is hereby adopted, replacing all previously adopted versions.
2. In addition to the rates set forth in attachment A there shall be charged an additional amount equal to the amount of any tax levy for the utility, which amount shall be part of the total bill payable by the customer.

Section 2. This resolution shall take effect for utility charges incurred on and after February 1st 2017.

PASSED and APPROVED on this 6th day of February, 2017.

AYES_____

NAYS_____

ABSENT_____

CITY OF ANACORTES:

BY: _____
LAURIE M. GERE, MAYOR

ATTEST:

APPROVED AS TO FORM:

Steve D. Hoglund
City Clerk Treasurer

Darcy J. Swetnam, WSBA # 40530
City Attorney

Water Rates

Regular water rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2015-October 2016 2.436%

Contractual Rates adjusted based on adopted budget for 2017 and 2016 consumption, will be updated when 2016 consumption is available

Residential and Commercial Rates also increased by 18% for 2017 based on FCS Rate Study.

Rates Effective 4/1/2016

Rates Effective 1/1/2017

Water Residential and Commercial Charges

Monthly Fixed Charge

Meter Size (Inches)	Residential		Commercial		Residential		Commercial	
5/8 × 3/4	\$	13.66	\$	20.49	\$	16.51	\$	24.77
3/4	\$	13.66	\$	20.49	\$	16.51	\$	24.77
1	\$	22.82	\$	34.22	\$	27.58	\$	41.36
1½	\$	45.49	\$	68.24	\$	54.99	\$	82.48
2	\$	72.82	\$	109.23	\$	88.02	\$	132.03
3			\$	218.46			\$	264.06
4			\$	341.42			\$	412.69
6			\$	683.04			\$	825.62
8			\$	1,092.90			\$	1,321.04

Monthly Consumption Charge

	Residential		Commercial		Residential		Commercial	
All consumption per cubic foot	\$	0.015180	\$	0.022770	\$	0.018349	\$	0.027523
All consumption per gallon*	\$	0.002029	\$	0.003044	\$	0.002453	\$	0.003679

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

Water Rates

Water General Facilities Charges~

Meter Size (Inches)	GFC In-City	Including taxes & fees	GFC In-City	Including taxes & fees
5/8 x 3/4	\$ 2,639.40	\$ 3,942.87	\$ 2,703.69	\$ 4,038.91
1	\$ 3,563.19	\$ 4,983.66	\$ 3,649.99	\$ 5,105.05
1½	\$ 7,126.37	\$ 8,998.16	\$ 7,299.96	\$ 9,217.34
2	\$ 11,402.19	\$ 13,815.56	\$ 11,679.94	\$ 14,152.09
3	\$ 22,804.39	\$ 26,661.95	\$ 23,359.88	\$ 27,311.41
4	\$ 35,631.86	\$ 41,114.14	\$ 36,499.82	\$ 42,115.64
6	\$ 71,263.72	\$ 81,259.12	\$ 72,999.64	\$ 83,238.51
8	\$ 114,021.95	\$ 129,433.10	\$ 116,799.41	\$ 132,585.96
10	\$ 163,906.55	\$ 185,636.07	\$ 167,899.15	\$ 190,157.98

~ GFC Rate includes meter installation fees. If installation costs exceed current installation fee, additional fees will be assessed.

Water Agriculture Irrigation*

Agriculture Meter (double check) deposit	\$ 354.20	\$ 362.83
Agriculture Consumption Rate	\$ 231.83 Per Million Gallons	\$ 231.83 Per Million Gallons

*Agriculture water charged for variable rate only, fixed costs of water system not included

Water Additional Fees

Meter Installation Fee, up to 1"	\$ 860.21	\$ 881.16
Including taxes	\$ 969.16	\$ 992.76
Meter Installation Fee deposit, greater than 1"	\$ 860.21 towards install cost	\$ 881.16 towards install cost
Standpipe Water Charges	\$ 0.022770 Per Cubic Foot	\$ 0.027523 Per Cubic Foot
Construction Meter Charges*	\$ 50.00	\$ 50.00
Flat fee up to 60 days, up to 1000CF, billed at standpipe rate after CF cap.		
Including taxes	\$ 56.33	\$ 56.33
Water service fee*	\$ 75.00	\$ 75.00
After hours additional water service fee*	\$ 75.00	\$ 75.00

*No subject to CPI adjustments

Sewer Rates

SEWER

Regular sewer rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2015-October 2016 2.436%

Rates Effective 4/1/2016				Rates Effective 1/1/2017			
Sewer Residential and Commercial Charges							
Monthly Fixed Charge							
Meter Size (Inches)	Residential	Commercial		Residential	Commercial		
5/8 × ¾	\$ 31.99	\$ 31.99		\$ 32.77	\$ 32.77		
¾	\$ 38.40	\$ 38.40		\$ 39.34	\$ 39.34		
1	\$ 44.80	\$ 44.80		\$ 45.89	\$ 45.89		
1½	\$ 57.60	\$ 57.60		\$ 59.00	\$ 59.00		
2		\$ 92.80			\$ 95.06		
3		\$ 351.99			\$ 360.56		
4		\$ 447.99			\$ 458.90		
Monthly Consumption Charge							
	Residential	Commercial		Residential	Commercial		
SIC 1 consumption per cubic foot	\$ 0.022770	\$ 0.022770		\$ 0.023325	\$ 0.023325		
SIC 1 consumption per gallon*	\$ 0.003044	\$ 0.003044		\$ 0.003118	\$ 0.003118		
SIC 2 consumption per cubic foot		\$ 0.028438			\$ 0.029131		
SIC 2 consumption per gallon*		\$ 0.003802			\$ 0.003895		
SIC 3 consumption per cubic foot		\$ 0.055357			\$ 0.056705		
SIC 3 consumption per gallon*		\$ 0.007400			\$ 0.007580		
SIC 4 consumption per cubic foot		\$ 0.009007			\$ 0.009226		
SIC 4 consumption per gallon*		\$ 0.001204			\$ 0.001233		
SIC 4: BOD per pound		\$ 1.194173			\$ 1.223262		
SIC 4: TSS per pound		\$ 0.728648			\$ 0.746397		

Sewer Rates

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

Sewer General Facilities Charges

Type		GFC In-City		Including taxes & fees		GFC In-City		Including taxes & fees	
	Singe Family	\$	8,358.28	\$	8,987.40	\$	8,561.88	\$	9,206.33
	Duplex	\$	16,716.56	\$	17,974.79	\$	17,123.76	\$	18,412.66

Solid Waste

Regular solid waste rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2015-October 2016

2.436%

Rates effective 4/1/2016

Rates effective 1/1/2017

Solid Waste Residential Rates, includes structures with more than one living unit

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes	Monthly Rate	Additional Totes
Organics Tote	32, 64, 96 gallon	n/a	n/a	\$11.13	\$11.13	\$11.40	\$11.40
Recyclables Tote	32, 64, 96 gallon	1	n/a	\$9.11	\$9.11	\$9.33	\$9.33
Refuse Tote	21 gallon	1	1	\$7.08	n/a	\$7.26	n/a
Refuse Tote	32 gallon	n/a	3	\$13.16	\$13.16	\$13.48	\$13.48

Solid Waste Commercial Rates

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes	Monthly Rate	Additional Totes
Organics Tote - Restaurants only	96 gallon	n/a	n/a	\$16.19	\$16.19	\$16.59	\$16.59
Recyclables Tote	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Refuse Tote	21 gallon	n/a	1	\$7.08	n/a	\$7.26	n/a
Refuse Tote	32 gallon	n/a	5	\$13.16	\$13.16	\$13.48	\$13.48
Refuse Tote	96 gallon	n/a	2	\$36.43	\$36.43	\$37.32	\$37.32

Recycling Container Rates - Residential

Container Size	Monthly Rate	Extra Collections	Monthly Rate	Extra Collections
1 Cubic Yard	\$25.30	\$15.18	\$25.92	\$15.55
2 Cubic Yard	\$45.54	\$20.24	\$46.65	\$20.73
3 Cubic Yard	\$70.84	\$25.30	\$72.57	\$25.92
6 Cubic Yard	\$91.08	\$30.36	\$93.30	\$31.10
8 Cubic Yard	\$131.56	\$40.48	\$134.77	\$41.47

Refuse Drop Box Rental Rates PERMANENT - Commercial

Container Size	Monthly Rate, for rented box only	Delivery Fee	Tonnage Fee Per Ton*	Haul Fee Compactor Box	Haul Fee Non Compactor Box	Monthly Rate, for rented box only	Delivery Fee	Tonnage Fee Per Ton*	Haul Fee Compactor Box	Haul Fee Non Compactor Box
10 Cubic Yard	\$101.20	\$75.90	At Cost plus \$1.00/ton	\$187.22	\$166.98	\$103.67	\$77.75	At Cost plus \$1.00/ton	\$191.78	\$171.05
30 Cubic Yard	\$101.20	\$75.90	At Cost plus \$1.00/ton	\$187.22	\$166.98	\$103.67	\$77.75	At Cost plus \$1.00/ton	\$191.78	\$171.05

*Not subject to CPI adjustments

*Not subject to CPI adjustments

Solid Waste

Refuse Drop Box Rental Rates TEMPORARY - Prepayment Required

Container Size	Delivery, Removal & 7 Days	Haul Fee Non Compactor Box	Tonnage Fee Per Ton*	Daily Rate, Starting 8th Day	Pre-Pay amount, includes tax
10 Cubic Yard	\$ 275.25	\$166.98	At Cost plus \$1.00/ton	\$15.18	\$319.38
30 Cubic Yard	\$ 275.25	\$166.98	At Cost plus \$1.00/ton	\$15.18	\$319.38

*No subject to CPI adjustments

Delivery, Removal & 7 Days	Haul Fee Non Compactor Box	Tonnage Fee Per Ton*	Daily Rate, Starting 8th Day	Pre-Pay amount, includes tax
\$281.95	\$171.05	At Cost plus \$1.00/ton	\$15.55	\$327.16
\$281.95	\$171.05	At Cost plus \$1.00/ton	\$15.55	\$327.16

*No subject to CPI adjustments

Refuse Container Rates PERMANENT - Commercial

Container Size	Monthly Rate	Extra Collections
1.5 Cubic Yard	\$96.14	\$25.30
2 Cubic Yard	\$116.38	\$30.36
3 Cubic Yard	\$166.98	\$40.48
6 Cubic Yard	\$328.90	\$86.02
8 Cubic Yard	\$440.22	\$111.32

Monthly Rate	Extra Collections
\$98.48	\$25.92
\$119.22	\$31.10
\$171.05	\$41.47
\$336.92	\$88.12
\$450.95	\$114.03

Refuse Container Rates TEMPORARY - Prepayment required

Container Size	Delivery, Removal & 7 Days	Daily Rate, Starting 8th Day	Extra Collections	Pre-Pay amount, includes tax
1.5 Cubic Yard	\$96.14	\$3.04	\$55.66	\$111.55
2 Cubic Yard	\$111.32	\$4.05	\$65.78	\$129.17
3 Cubic Yard	\$131.56	\$5.57	\$80.96	\$152.65
6 Cubic Yard	\$187.22	\$10.12	\$131.56	\$217.24
8 Cubic Yard	\$227.70	\$15.18	\$166.98	\$264.21

Delivery, Removal & 7 Days	Daily Rate, Starting 8th Day	Extra Collections	Pre-Pay amount, includes tax
\$98.48	\$3.11	\$57.02	\$114.27
\$114.03	\$4.15	\$67.38	\$132.31
\$134.77	\$5.70	\$82.93	\$156.37
\$191.78	\$10.37	\$134.77	\$222.53
\$233.25	\$15.55	\$171.05	\$270.64

Solid Waste Additional Fees

Description	Per Unit
Additional Organics Dump	\$5.06
City Garbage Bags	\$4.05
City Garbage Bags - Retail Outlet Price	\$3.80
Non-Refrigerated Appliance	\$25.30
Organics Tote Cleaning Fee	\$10.12
Refrigerated Appliance	\$35.42
Refuse Overtime Call-Out, Per Hour	\$55.66
Replacement Tote Due To Negligence	At Cost plus \$10.12
Return Trip Fee (Blocked Container)	\$25.30
Special Haul Per Cubic Yard	\$35.42
Organics Return Trip	
Recycling Return Trip	

Per Unit
\$5.18
\$4.15
\$3.89
\$25.92
\$10.37
\$36.28
\$57.02
At Cost plus \$10.12
\$25.92
\$36.28
\$10.00
\$10.00

Storm Rates

STORM

Effective 2/1/2017 until 12/31/2021, the monthly fixed rate charge for storm residential and commercial charges will not be subject to CPI adjustments. Rate changes are as indicated below.

Regular storm rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2015-October 2016 2.436%

	Rates Effective 1/1/2017	Rates Effective 2/1/2017	Rates Effective 1/1/2018	Rates Effective 1/1/2019	Rates Effective 1/1/2020	Rates Effective 1/1/2021
Storm Residential and Commercial Charges						

Monthly Fixed Charge

Single Family Residential (flat fee)	\$	5.12	\$	9.00	\$	9.50	\$	10.50	\$	11.50	\$	12.50
Commercial per ERU per Month	\$	5.12	\$	9.00	\$	9.50	\$	10.50	\$	11.50	\$	12.50

One ERU is 3,600 square feet of impervious area

Effective 2/1/2017 until 12/31/2021 all charges for properties located in the HM or LM1 zones will be charged a reduced rate of 20% of current charges. Effective 1/1/2022 until 12/31/2028 this rate reduction will decrease by 10% per year. Effective 1/1/2029 all charges for properties located in the HM or LM1 zones will be charged the current charges without any reductions.

Storm General Facilities Charges

Type												
Per 3,600 square feet of impervious area	\$	1,442.36	\$	1,442.36	\$	1,485.63	\$	1,530.20	\$	1,576.11	\$	1,623.39
Including Tax	\$	1,550.93	\$	1,550.93	\$	1,597.46	\$	1,645.38	\$	1,694.74	\$	1,745.58



Storm Water Utility Rate Adjustment

January 2017

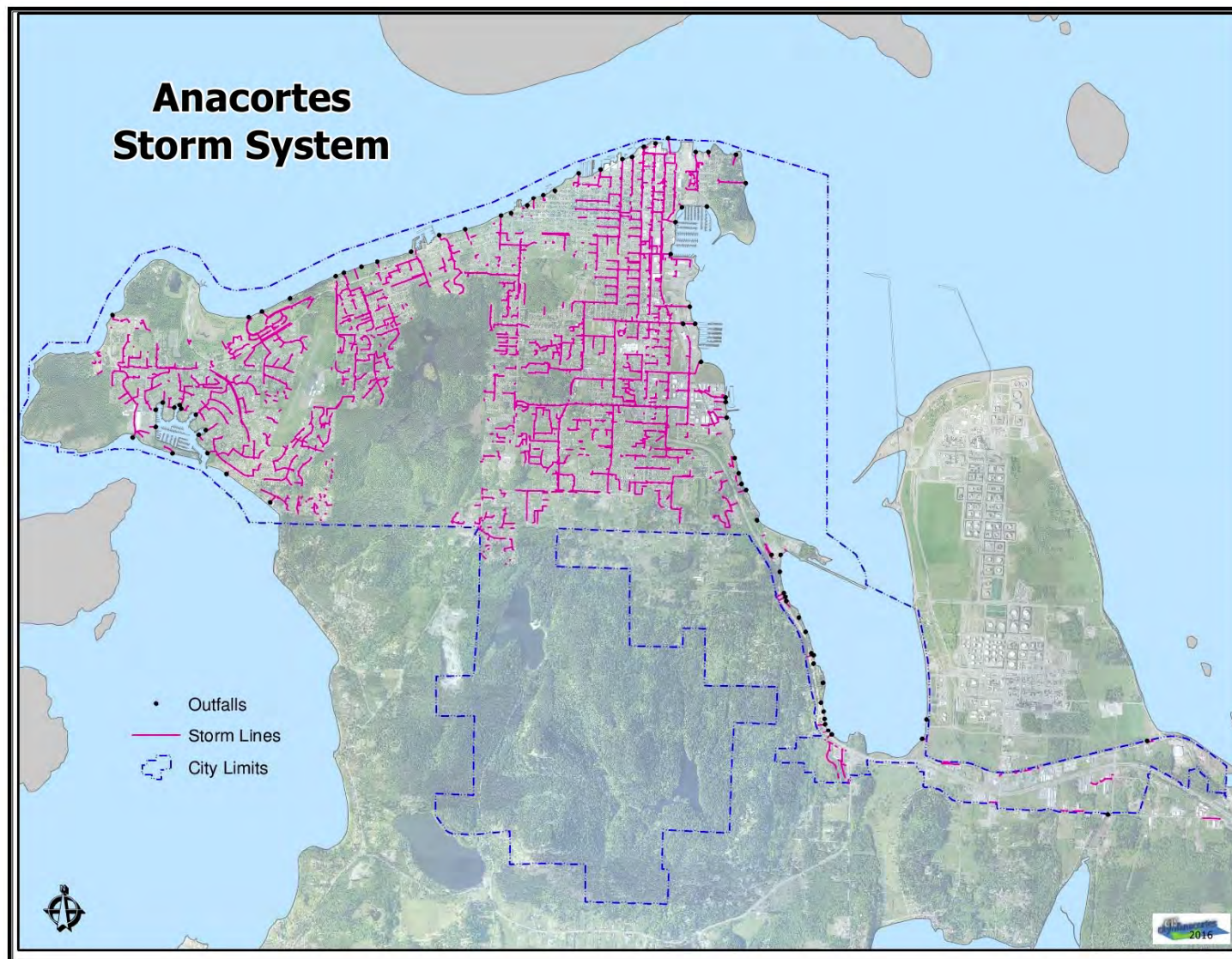
Storm Water Utility Update



1. System Components
2. What the utility funds
3. Capital program
4. Need for rates
5. Proposed changes
6. Rate comparisons
7. March Point area

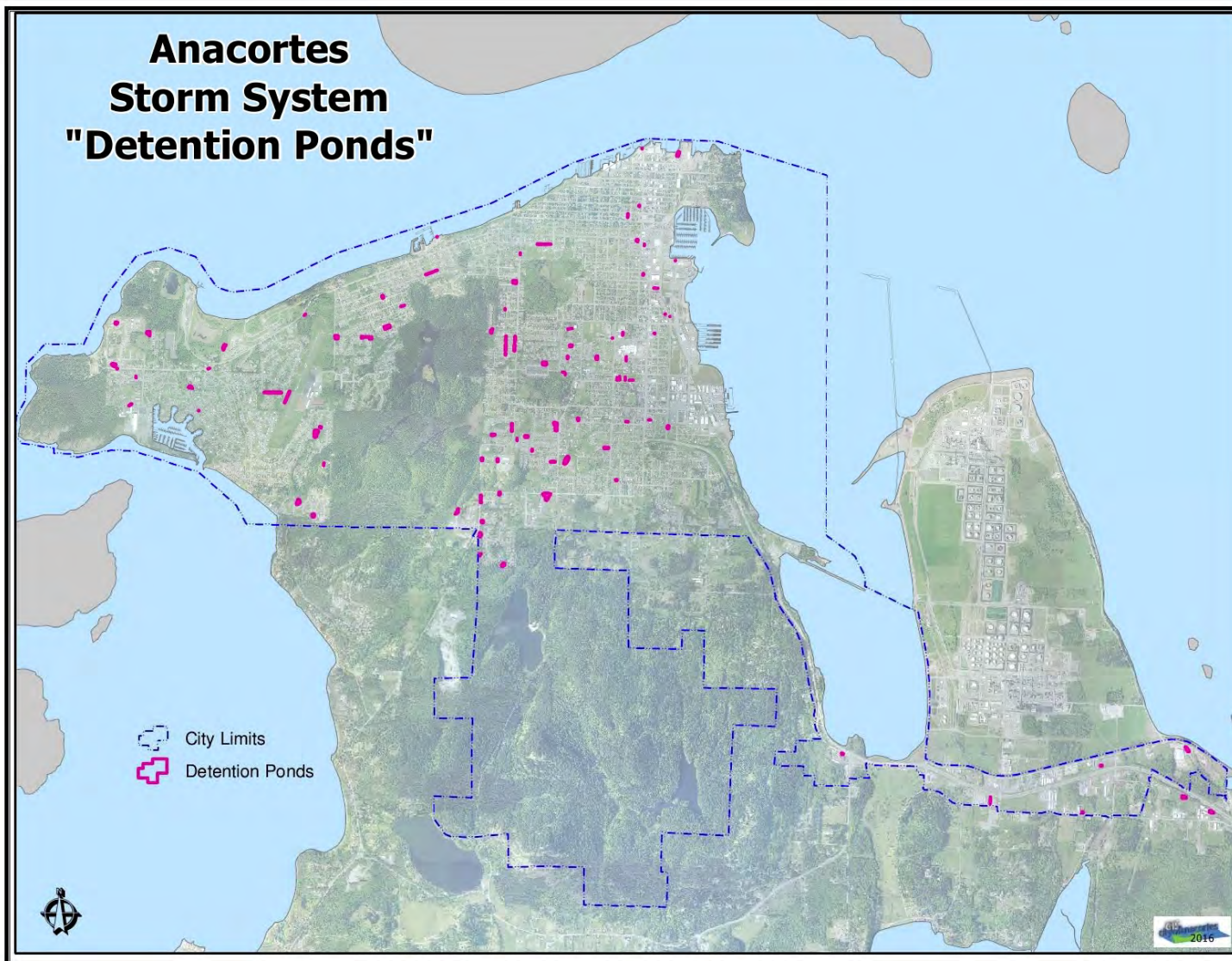


Storm System





Detention Ponds





Storm Water Utility



- **436,628 feet of storm pipe ranging in size from 2-inch to 48-inch pipe**
- **479,171 feet of ditches**
- **3,114 Catch Basins**
- **974 Manholes**
- **81 Outfalls**
- **49 Public Detention Ponds**
- **44 Private Detention Ponds**

What the utility funds



- **System Maintenance**
 - Catch Basin
 - Ditch
 - Pipeline
 - Detention pond
 - Street sweeping
- **Water Quality Improvements**
- **NPDES compliance**
- **Drainage plan review**
- **Drainage inspection**
- **Capital Projects**
- **Administrative**

Storm Utility Impacts



- NPDES requirements
- Cost Inflation
- System getting larger
- Maintenance Demands
- Aging system

NPDES Phase II Minimum Measures

1. Public Education and Outreach
2. Public Participation / Involvement
3. Illicit Discharge Detection and Elimination
4. Construction Site Runoff Control
5. Post-Construction Runoff Control
6. Pollution Prevention / Good Housekeeping

Equivalent Residential Unit = ERU



**Storm water utility rates are measured by
ERU**

1 ERU = The amount of
impervious area on the
average single family
residential lot.



Current Rates



- Costs are spread over approx. 12,000 Equivalent Residential Units (ERUs) aka ISU
- ERU based on 2000 sq ft for an average single family parcel
- Current Rate: Single Family Residential \$5.00/month (flat fee)
- Commercial \$5.00/ERU/month
- Effective date of current monthly fee was 2008
- Current Revenue: \$58,500/month; \$700,000/year



Historical Storm Water Revenues and Expenses

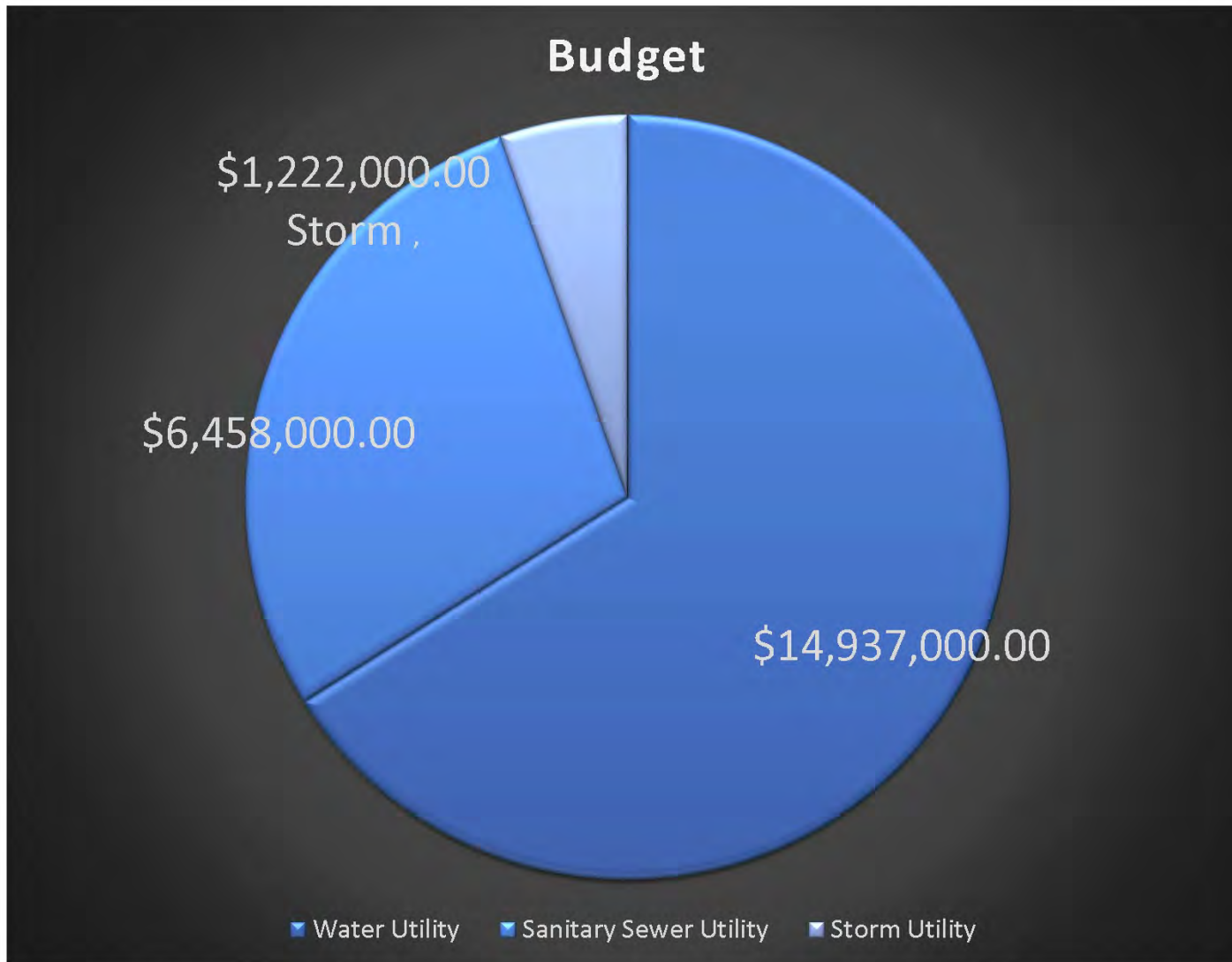


Operating Cash Flows	2013	2014	2015	2016
(+) Total Income Fees / GFC	\$ 892,471	\$ 880,165	\$ 883,368	\$ 852,807
(-) Total Expenditures Operations/Maintenance	\$ 706,765	\$ 813,954	\$ 1,037,850	\$ 1,027,671
Net Operating Revenue	\$ 185,706	\$ 66,210	\$(154,482)	\$ (174,864)

Does not include Capital projects



Stormwater Utility



Storm
Utility
small
compared
to other
Utilities

Stormwater Utility Capital Improvement Plan CIP



2017 – 2022
CIP annual \$350,000

Stormwater Capital Improvements Plan

	2017	2018	2019	2020	2021	2022	2023-2036	Project Totals
Maintenance Improvement Projects								
Storm System Restoration and Upgrade	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$4,200,000.00	\$6,000,000.00
Total Maintenance Improvements	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$4,200,000.00	\$6,000,000.00
Capacity Improvement (Model Results)								
Edwards Way - Basin G5							\$245,000.00	\$245,000.00
Kingsway at Windsor - Basin B9							\$116,000.00	\$116,000.00
30th/32nd Street, R Avenue to T Avenue - Basin F4							\$364,000.00	\$364,000.00
J Avenue/ 24th Street to 28th Street - Basin F3							\$422,000.00	\$422,000.00
Total Capacity Improvements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,147,000.00	\$1,147,000.00
Water Quality Improvement								
Water Quality Improvement							\$1,450,000.00	\$1,450,000.00
Total Water Quality Improvements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,450,000.00	\$1,450,000.00
Administrative/Non-Project								
NPDES Permit Activities/Compliance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$1,400,000.00	\$1,500,000.00
Additional Maintenance	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$700,000.00	\$1,000,000.00
Stormwater Comprehensive Plan	\$0.00						\$200,000.00	\$200,000.00
Total Administrative	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$150,000.00	\$2,300,000.00	\$2,700,000.00
Total Stormwater 20 Year CIP Costs	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$450,000.00	\$9,097,000.00	\$11,297,000.00

Equivalent Residential Unit = ERU



This next section will cover

1. Improvements in ERU methodology
2. Impacts of improving the ERU methodology

Equivalent Residential Unit = ERU



Storm water utility rates are measured by ERU

2000 SF
Impervious
area

1 ERU = The amount of impervious area on the average single family residential lot. Unique to each community.

Equivalent Residential Unit = ERU



Storm water utility rates are measured by ERU

1 ERU = The amount of impervious area on the average single family residential lot.

"**Impervious areas**" means a hard surface area which either prevents or retards the entry of water into the soil mantle and/or causes water to run off the surface in greater quantities or at an increased *rate* of flow from that present under natural conditions. Impervious surfaces may include, but are not limited to, **rooftops, concrete or asphalt paving, graveled areas, walkways, patios, driveways, parking lots or storage areas**, and oiled, macadam or other surfaces which similarly impede the natural infiltration or runoff of surface water.

Equivalent Residential Unit = ERU



Example: A commercial property with 8000 square feet of impervious area.

$$8000/2000 = 4 \text{ ERU}$$



Commercial properties pay based on the amount of impervious area as measured in ERU's

Currently we use 2000 square feet as the average impervious area for single family lot.



Equivalent Residential Unit ERU



**NEW Example: A commercial property with 8000 square feet of impervious area.
 $8000/3600 = 2.2$ ERU**



We calculated the average impervious area of a single family lot.

The revised average is 3600 square feet.



Equivalent Residential Unit = ERU



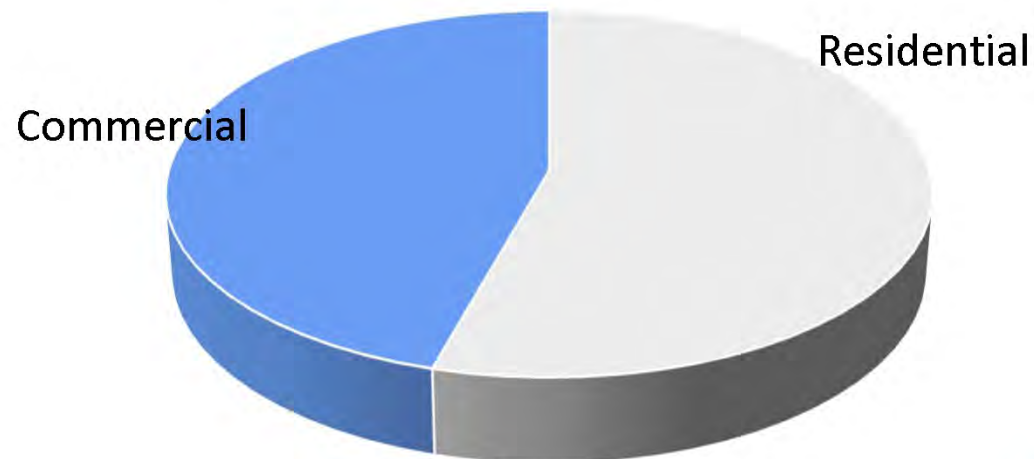
Revising the ERU basis from 2000 sf to 3600 sf.

Shifts more of the weight of the utility rates from commercial customers to residential customers

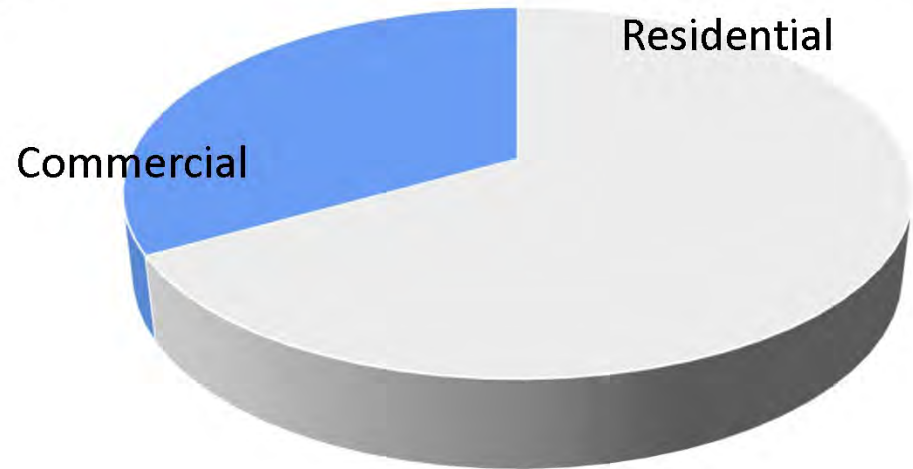
Equivalent Residential Unit = ERU



2000 sf / ERU



3600 sf / ERU



Commercial customers have multiple eru's

Rate Goals



In this section we discuss the rate adjustment goals and impacts

Effect of ERU revision



Because each commercial customer will realize a reduction in the number of ERU's [approximately 45% decrease]

A specific increase in rates will allow the commercial monthly fee to remain the same.

\$9.00 per month / ERU will allow the commercial accounts to remain unchanged.

Rate Adjustment



	2017	2018	2019	2020	2021
Monthly fee per ERU	\$9.00	\$9.50	\$10.50	\$11.50	\$12.50
% increase for non-residential		5.5%	10.5%	9.5%	8.7%

CPI increase beginning after 2021

Rate Goals



Stormwater Capital Improvements Plan

	2017	2018	2019	2020	2021	2022	2023-2036	Project Totals
Maintenance Improvement Projects								
Storm System Restoration and Upgrade	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$4,200,000.00	\$6,000,000.00
Total Maintenance Improvements	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$4,200,000.00	\$6,000,000.00
Capacity Improvement (Model Results)								
Edwards Way - Basin G5							\$245,000.00	\$245,000.00
Kingsway at Windsor - Basin B9							\$116,000.00	\$116,000.00
30th/32nd Street, R Avenue to T Avenue - Basin F4							\$364,000.00	\$364,000.00
J Avenue/ 24th Street to 28th Street - Basin F3							\$422,000.00	\$422,000.00
Total Capacity Improvements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,147,000.00	\$1,147,000.00
Water Quality Improvement								
Water Quality Improvement							\$1,450,000.00	\$1,450,000.00
Total Water Quality Improvements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,450,000.00	\$1,450,000.00
Administrative/Non-Project								
NPDES Permit Activities/Compliance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$1,400,000.00	\$1,500,000.00
Additional Maintenance	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$700,000.00	\$1,000,000.00
Stormwater Comprehensive Plan	\$0.00						\$200,000.00	\$200,000.00
Total Administrative	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$150,000.00	\$2,300,000.00	\$2,700,000.00
Total Stormwater 20 Year CIP Costs	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$450,000.00	\$9,097,000.00	\$11,297,000.00

Rate Goals



The 2021 budget target is funded by \$12.50 / ERU
[\$300K CIP]

2021 is the year we are no longer dependent on
reserves. Reserves will be virtually exhausted by
2021

LM 1 and HM zones

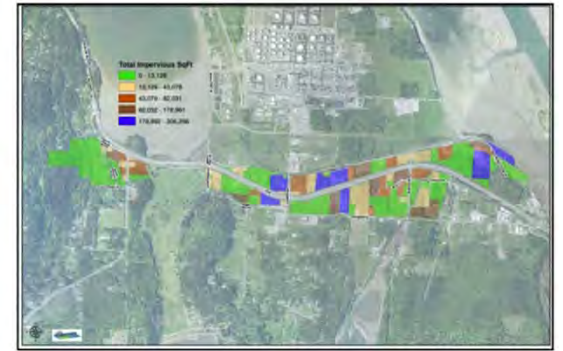


In this section we discuss the particulars of the March's Point area

March's Point Area



- **Ordinance 1940 in 1984 established our storm utility**
- **Ordinance 2475 in 1999 Annexation of the March Point Area**



March's Point Area [Annexed Area]



- **Ordinance 2599 in 2002**
 - *The monthly user fee in the HM and LM1 zones shall be twenty percent of the standard city storm water fee.*
 - *The general facilities charge (GFC) in the HM and LM1 zones shall be twenty percent of the standard city GFC.*

{Ord. 2787 § 2, 2008; Ord. 2773 (part), 2007; Ord. 2772 § 4, 2007; Ord. 2601, 2002; Ord. 2599, 2002; Ord. 2596, 2002; Ord. 2488 § 2, 1999}
{Ord. No. 2822, § 2, 5-17-2010}

March's Point Area [Annexed Area]



Recently staff recognized several issues in the Storm Water utility rates and calculations as applied to the March's Point area

All parcels were billed as if they were single family residences without considering impervious area.

March's Point Area [Annexed Area]



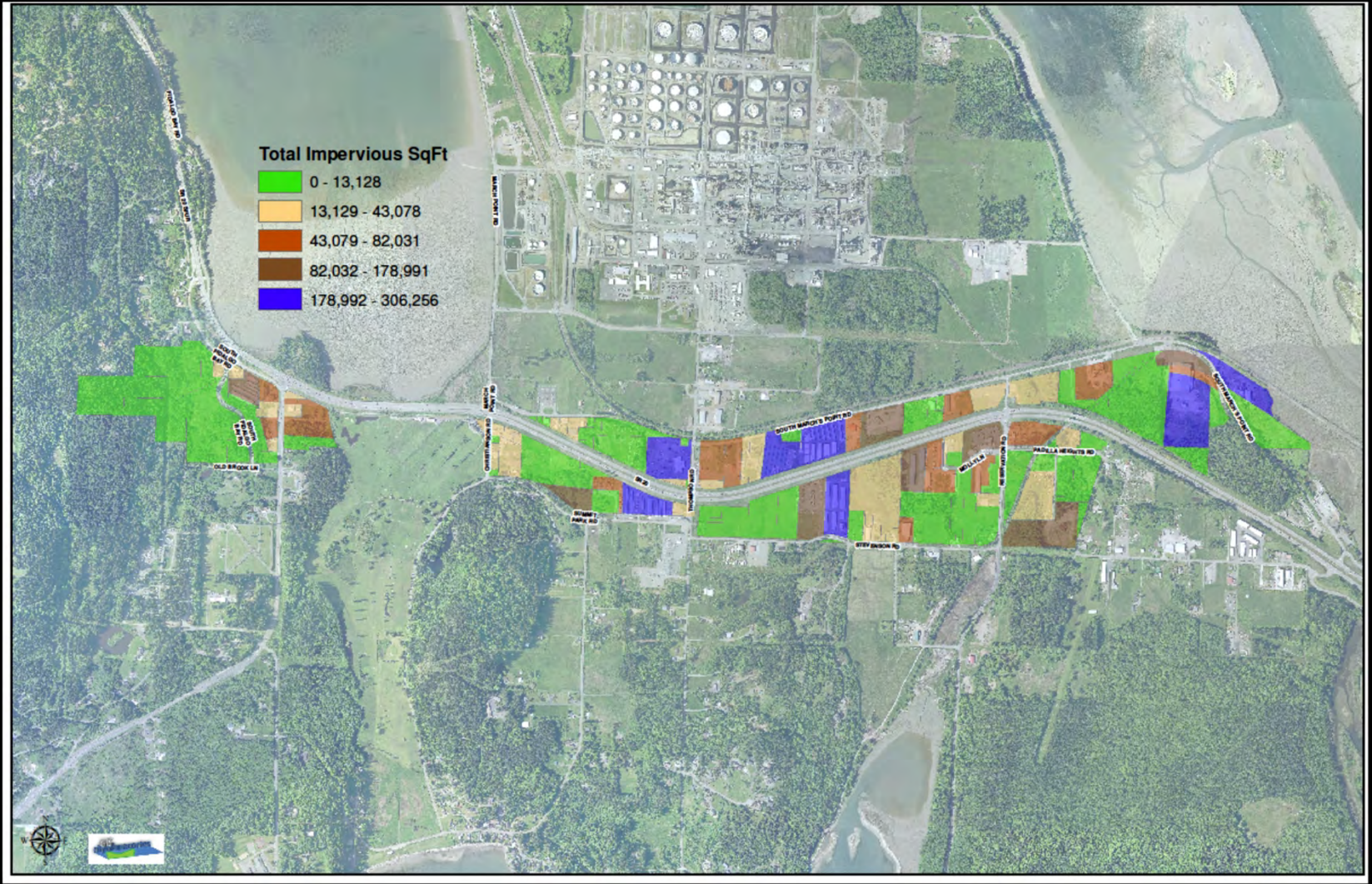
Impervious area calculations

We have measured and calculated the impervious area of all parcels in the LM1 and HM zones.

Current number of ERUs is 102

**Adjusted for new 3600 average
ERUs for the annexed area is 1,205.**

March's Point Area



Proposed Rate Adjustment



	2017	2018	2019	2020	2021	2022	2023	2024	2029
Monthly fee per ERU	\$9.00	\$9.50	\$10.50	\$11.50	\$12.50	\$12.50 plus CPI	\$12.50 plus CPI	\$12.50 plus CPI	\$12.50 plus CPI
LM1 and HM Zones	20%	20%	20%	20%	20%	30%	40%	50%	100%
Monthly Fee per ERU LM1 and HM Zones	\$1.80	\$1.90	\$2.10	\$2.30	\$2.50	\$3.75	\$5.00	\$6.25	\$12.50

CPI increase beginning after 2021

Comparative Storm Utility Rates



Comparative Residential Stormwater Rates





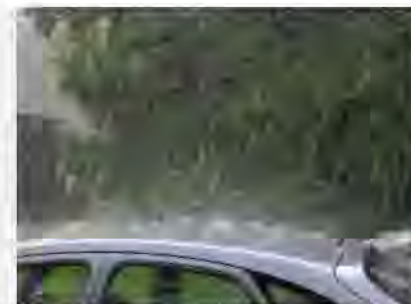
Customer list



2017 \$5.00	2017 \$9.00	2018 \$9.50	2019 \$10.50	2020\$11.50	2021\$12.50	
\$3,612.65	\$3,612.65	\$3,813.35	\$4,214.78	\$4,616.16	\$5,016.61	Public Entity
\$2,420.95	\$2,420.95	\$2,555.45	\$2,824.44	\$3,093.44	\$3,361.73	Marine Industry
\$2,290.00	\$2,290.00	\$2,417.00	\$2,671.67	\$2,926.11	\$3,180.49	Educational
\$825.00	\$825.00	\$870.83	\$962.50	\$1,054.17	\$1,145.83	Seafood Porcessing
\$588.75	\$588.75	\$621.46	\$686.88	\$752.29	\$817.71	Wash State entity



Customer List LM1 HM Zones



20%/12.5	20%/11.5	20%/10.5	20%/9.5	20%/9		
89.15	82.01	74.88	67.75	64.19	Vehicle Sales	
92.83	85.40	77.98	70.55	66.84	Landscape supply	
103.27	95.01	86.75	78.49	74.36	Aggregate supply	
124.30	114.36	104.41	94.47	89.50	Storage	
137.33	126.34	115.36	104.37	98.88	Storage	
152.07	139.90	127.74	115.57	109.49	Storage	
152.75	140.53	128.31	116.09	109.98	Storage	
162.46	149.46	136.46	123.47	116.97	Storage	
166.82	153.47	140.13	126.78	120.11	Storage	
178.15	163.90	149.64	135.39	128.27	Vehicle Sales	
212.68	195.66	178.65	161.64	153.13	Steel Manufacturing	

Proposed Rate Adjustment



	2017	2018	2019	2020	2021	2022	2023	2024	2029
Monthly fee per ERU	\$9.00	\$9.50	\$10.50	\$11.50	\$12.50	\$12.50 plus CPI	\$12.50 plus CPI	\$12.50 plus CPI	\$12.50 plus CPI
LM1 and HM Zones	20%	20%	20%	20%	20%	30%	40%	50%	100%
Monthly Fee per ERU LM1 and HM Zones	\$1.80	\$1.90	\$2.10	\$2.30	\$2.50	\$3.75	\$5.00	\$6.25	\$12.50

CPI increase beginning after 2021



Questions ?

Other Considerations



Potential Rate Equity Improvements

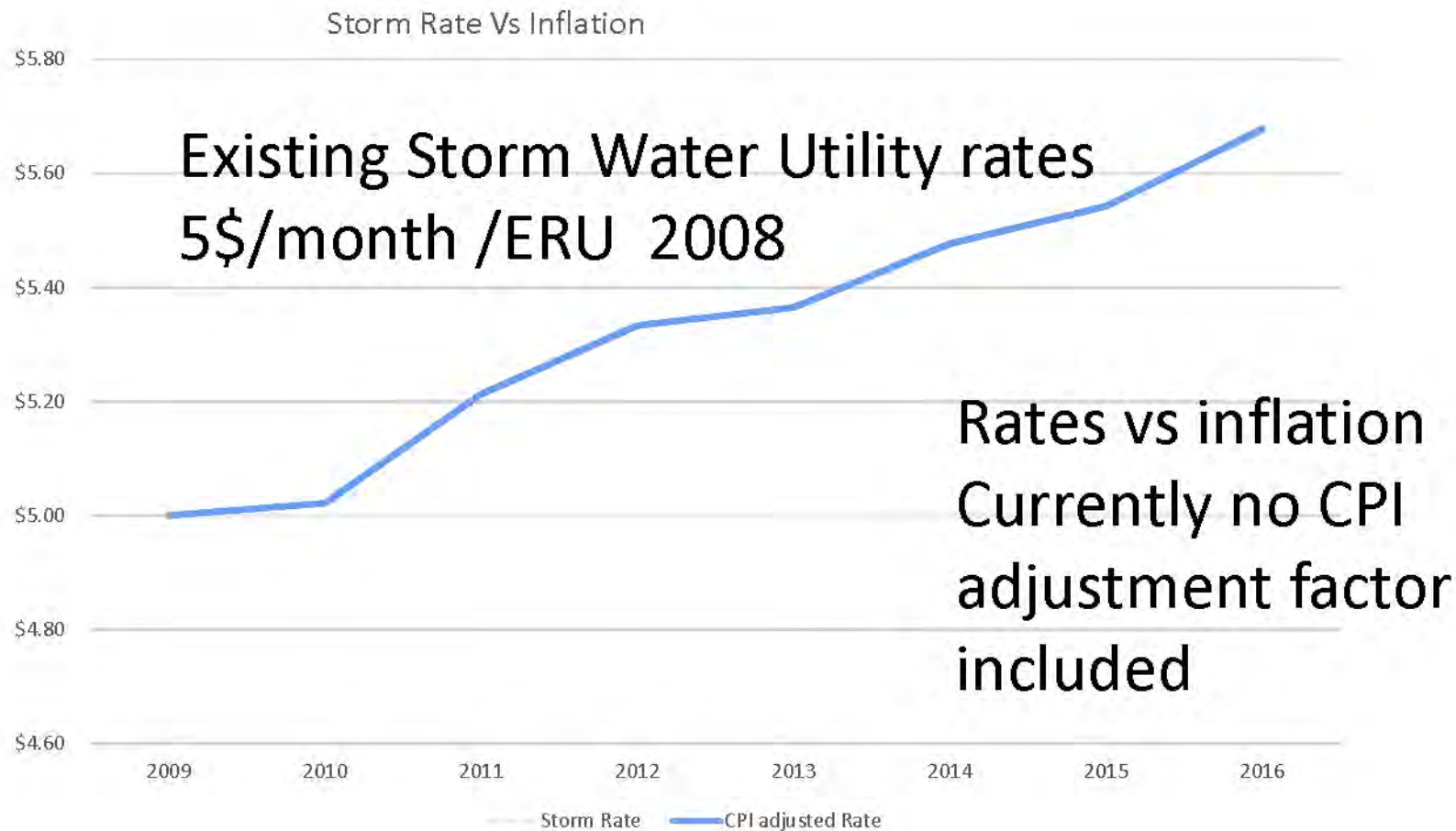
Tiered Residential Rates

Area-Specific Rates

Credits for On-Site Mitigation

Permissive Rainwater harvesting

Rates with CPI adjustment





City Council Agenda Bill

Meeting Date: 2/6/2017

Agenda Item: 8d

Subject: Collective Bargaining Agreement with Teamster Local 231 (2017-2018-2019) and Memorandum of Understanding

Staff Contact: Emily Schuh

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney
X	Emily Schuh, Admin Services Dir.

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

Summary Statement: A collective bargaining agreement by and between the City of Anacortes and Teamster Local 231 formalizing the wages, hours, and working conditions. The term of the agreement is January 1, 2017 through December 31, 2019. As part of the contract settlement, we also have a memorandum of understanding regarding parks maintenance.

Background: The current collective bargaining agreement between the City of Anacortes and Teamsters Local 231 expired on December 31, 2016. The City and the Guild began negotiations in the summer of 2016. A PERC assigned mediator met with us in early January 2017 and we successfully negotiated a successor bargaining agreement. Jennifer Thompson, the Teamster Business Representative, notified the City that the Teamsters ratified the proposed bargaining agreement on January 26, 2017 and tonight I am presenting the proposed bargaining agreement to City Council for final approval. The City Council Personnel committee has been aware and informed of the status of negotiations throughout the process.

Budget Impact	
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	no
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	1/1/2017
End Date	12/31/2019

Budget Impact: There will be a net 6.0% wage increase over three years: 2017 2.0%, 2018 2.0%, and 2019 2.0%. Bargaining unit members will transition medical plans. In consideration for the change in health care plans, a monthly \$109 transition payment will be made to Teamster employees hired prior to 12/31/2016. Employees continue to be responsible for 10% of dependent premium expenses.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move to approve the collective bargaining agreement between the City of Anacortes and Teamster Local 231 effective 1/1/17-12/31/2019.

Attachments (listed in order presented): Proposed collective bargaining agreement (tracking changes); Proposed collective bargaining agreement (clean copy), Memorandum of Understanding; Resolution 1983

LABOR AGREEMENT

BETWEEN

The CITY OF ANACORTES

AND

TEAMSTERS UNION LOCAL NO. 231

REPRESENTING

ANACORTES MUNICIPAL EMPLOYEES

JANUARY 1, ~~2014-2017~~ – DECEMBER 31, ~~2016~~2019
TENTATIVE AGREEMENTS

as of October 4, 2016 highlighted in yellow

As of October 11, 2016 highlighted in green

As of January 6, 2017 highlighted in turquoise

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ARTICLE 1 - RECOGNITION

- 1.01 The Employer agrees to recognize the Union as the sole collective bargaining agency for the bargaining unit as described in the certification of representation issued by the Public Employee Relations Committee of the State of Washington dated February 1, 1982, for Regular Full-time and Regular Part-time non-uniformed employees, excluding supervisors and confidential employees, of the City of Anacortes.

ARTICLE 2 – DEFINITIONS

- 2.01 The following definitions are provided for clarity:

Full-Time Employee: is an individual who works a normal forty-hour workweek and is hired for an indefinite period. A full-time employee may be classified as either exempt or nonexempt.

Part-Time Employee: is an individual who works less than a normal workweek and is hired for an indefinite period. A part-time employee may be classified as either exempt or nonexempt.

Temporary Employee: generally is an individual who is hired either part-time or full-time for a specified, limited period. A temporary employee may be classified as either exempt or nonexempt. A temporary employee who works more than one thousand, forty regular hours (1040) in a work year may be required to join the applicable bargaining unit.

ARTICLE 3 - UNION SECURITY

- 3.01 It shall be a condition of employment that all employees of the Employer covered by this Agreement shall be members of the Union in good standing and those who are not members on the execution date of this Agreement shall, on or before the thirtieth (30th) day following the execution date of this Agreement, become and remain members in good standing in the Union.
- 3.02 It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution shall, no later than the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. PROVIDED, no objections are made to joining the Union and which are based on bona fide religious tenets or teachings of a church, or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.
- 3.03 The Employer agrees to deduct from the wages of all employees' dues and initiation fees hereafter becoming due from such employees to the Union. Any employee desiring that such deductions be made shall sign the proper form requesting such deduction. The Employer, upon receipt of the form properly

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executed, shall honor the request in accordance with its terms. Union dues will be deducted two times per month. One half of the appropriate monthly dues will be deducted the first payroll of each month and the second half of the dues will be deducted the second payroll of each month. The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check off of Union dues and the Union security provisions of this Agreement. The Employer shall transmit to the Union the money so deducted and shall make the deductions at the times and in the manner mutually agreed upon by the Employer and the Union.

ARTICLE 4 - PROTECTION OF RIGHTS

- 4.01 PICKET LINES: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event a City of Anacortes employee refuses to enter upon any private property involved in a sanctioned labor dispute, or refuses to go through or work behind any sanctioned picket line of Union parties to this Agreement, and including sanctioned picket lines at the Employer's place of business. Sanitation employees shall make pickups that are located on the public right-of-way.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The right to hire, promote, discipline or discharge for just cause, improve efficiency, and determine the work schedules and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.
- 5.02 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish, or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title.
- 5.03 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. In establishing new and/or revising existing performance standards, the City shall meet, prior to implementation, with the Union to jointly discuss such performance standards.
- 5.04 Nothing contained in this Agreement shall prevent the City from proceeding in accordance with Personnel Rules Policies and Regulations formally adopted by the City Council; provided that these rules do not conflict with items covered by this Agreement.

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- 5.05 The City reserves the right to place new employees within the salary grid appropriate to their experience as determined by the hiring department head.
- 5.06 Cross training may be assigned outside of an employee's general work assignment by mutual agreement of the City and the employee. If an assignment is reasonably related to the employee's general areas of work, training, and capabilities the City may assign an employee. During times of emergencies or when it is necessary for work to progress, the City reserves the right to **reassign** employees as necessary.

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ARTICLE 6 - EMPLOYEE RIGHTS

- 6.01 The Employer appreciates and strives to recognize quality performance and length of service. Both contribute greatly to the service the Employer and employees are able to provide customers.
- 6.02 The Employer shall decide all questions as to layoffs, subject to the right of the Union to request and discuss with the Employer the reason for any layoffs involving bargaining unit positions. If a layoff or reduction in force becomes necessary, consideration will be given to each employee's qualifications, job performance, and seniority before a decision regarding such layoff or reduction in force is made. For the purpose of these incidents, employees will be grouped together with, and compared to, others in the same job classification. Seniority will be determined by adding all of the employee's time within the classification to half of the employee's time spent in another City classification or classifications. For example, if an employee has five years in the classification being reduced and two years in a prior classification, the employee would be awarded six years **of** seniority.
- 6.03 Decisions to rehire laid-off employees will be made using the same criteria; qualifications, job performance and seniority.
- 6.04 In the case of layoffs, the employee's position and seniority shall be held up to, but not exceeding twelve (12) months.
- 6.05 Medical Leaves of Absence are generally limited to a maximum of six months in duration. However, if the prognosis from the health care professionals is that the employee will never be able to return to employment, the leave may be shorter. Conversely, if the prognosis from the health care professionals near the end of the six month period is a more likely than not return to duty within a reasonable period of time beyond the six months, the City agrees to consider such extension.
- 6.06 If a vacancy or new position occurs in any job within the bargaining unit, the City, before hiring a new employee, agrees to give consideration to any bargaining unit applicants who meet the minimum requirements of the position (NOTE: Consideration is defined as a thorough review of the internal applicant's qualifications and work performance.)
- 6.07 In a position covered by this Agreement, twelve months shall be considered to be a trial period during which time the employer decides the capability and desirability of retaining the new employee, and shall do so in formal, written evaluations completed every three months. During the initial probationary period, the

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employee cannot transfer between departments. Current employees who transfer to another Teamster position shall be placed on a 6-month probationary period. A part-time employee shall become a member of the bargaining unit once the employee has accumulated one thousand forty (1,040) hours within a twelve (12) month period from the date of hire provided the employee is not terminated.

- 6.08 Part-time employees shall not be terminated for the purpose of avoiding accumulation of one thousand forty (1,040) hours from date of hire.

ARTICLE 7 - NON-DISCRIMINATION

- 7.01 In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this agreement on the basis of race, color, national origin, creed, religion, sex, age (over 40), marital status, physical or mental disability, genetic information, gender identification, or status as an honorably discharged veteran, or any other class protected by federal, state, or local law. Other than union membership, any dispute concerning the interpretation and application of this article shall be processed through the appropriate federal or state agency or court.

- 7.02 The Union recognizes that the Employer City is an Equal Opportunity Employer.

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ARTICLE 8 - NEGOTIATIONS

- 8.01 Bargaining unit employees shall be allowed to meet as a committee with City representatives to conduct collective bargaining negotiations during regular working hours provided that such Union Bargaining Committee shall not exceed two (2) members. With concurrence from the Mayor and the Union, the Union Bargaining Committee may be increased to a maximum of four (4) members.

- 8.02 The City agrees that compensatory time off at time and one-half (1½) rate of pay shall be paid to Union Bargaining Committee members for the hours spent in negotiations beyond the employee's regular workday.

- 8.03 No union activity, except for a bona fide grievance or investigation meeting or disciplinary hearing with a supervisor shall be conducted during the paid workday.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

- 9.01 The workday, for the purpose of this Agreement, shall be an eight (8) hour workday within a twenty-four (24) hour period, except Waste Water Treatment Plant Operators and Water Treatment Plant Operators.

- 9.02 The meal period shall be one (1) hour of unpaid time. Water and Wastewater employees meal, with the exception of those employees in shift work; their meal period shall be one half (1/2) hour of paid time during their scheduled working shift. (For meal period calculations only, Waste Water Treatment Plant Operators shall be considered shift workers.) This one (1) hour provision may be changed by mutual agreement between a majority of the employees in a department and their department head/supervisor. Only operators are subject to the paid lunch period due to the requirement to manage the plant.

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9.03 Employees working three (3) or more hours longer than a standard eight (8)-hour day shall be allowed one (1) additional paid thirty (30) minute meal period just prior to, or during, the work period that exceeds eight (8) hours. The meal period cannot be taken as the last 30 minutes of an extended shift.

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9.04 Employees working unscheduled overtime for three or more hours who are not able or allowed to leave the job site will be provided a meal at city expense, consistent with the meal allowance ~~as prescribed by~~ the City's travel policy.

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9.05 Employees, where the duties and the operation require twenty-four (24) hour coverage at the job location, are considered shift workers, ~~unless classified otherwise by the Employer, who will give fifteen (15) days notice to the Union if any change in classification should develop.~~

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9.06 The workweek shall consist of five (5) consecutive eight (8) hour periods during seven (7) consecutive days, except for Water Treatment Operators and Waste Water Treatment Operators, unless mutually agreed upon between the majority of affected employees in that department and the department head. The normal workweek is Sunday through Saturday, beginning and ending at midnight on Saturday and consisting of forty (40) hours except for Water Treatment Operators and Waste Water Treatment Operators.

9.07 Overtime pay at the rate of one and one-half (1-1/2) times the minimum straight-time hourly rate of pay shall be paid for time worked beyond an employee's normal assigned hours of labor within a twenty-four (24) hour period; and for time worked in excess of forty (40) hours within seven (7) consecutive day period, and for time worked on listed holidays.

9.07.01 Water Treatment Plant Operators working shifts shall work a maximum of eighty (80) hours during any two (2) week period, and shall be paid straight-time pay for eighty hours in every ~~two-week~~ two-week period, although their hours in any one workweek may fluctuate. If an operator works in excess of a scheduled shift, more than fifty-six (56) hours in a workweek, more than eighty (80) hours in the two (2) week period, more than two thousand eighty (2,080) hours in a year including listed holidays, the employee will be compensated at time and one-half (1½); provided, however, that the employee shall not be compensated twice for the same overtime hours.

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9.07.02 If a Water Treatment Plant operator receives less than twelve (12) hours notice before the start of an open shift, overtime will be paid for the additional hours beyond the original scheduled shift. If a Water Treatment Plant operator is notified more than twelve (12) hours in advance of the open shift, the operator will adjust their schedule to eliminate overtime.

9.07.03 Waste Water Treatment Operators working ten (10) hour shifts shall work a maximum of one hundred twenty (120) hours during any three (3) week period, and shall be paid straight time pay for one hundred twenty (120) hours in every three (3) week period although their hours in any one workweek may fluctuate. If an operator works in excess of a scheduled

ten (10) hour shift, more than one hundred twenty (120) hours in a three (3) week period, or more than two thousand eighty (2,080) hours in a year including listed holidays, the employee shall be compensated at time and one-half (1½) provided, however, that the employee shall not be compensated twice for the same overtime hours.

- 9.08 Compensatory Time: Teamster employees shall be allowed to accumulate compensatory time to a maximum balance of 40½ hours. For example, twenty-seven (27) hours at time and one-half equates to a total of forty and one half (40½) hours. Compensatory time in lieu of overtime pay shall be taken at the convenience of the Employer and the Employee, consistent with the Fair Labor Standards Act. Employee's compensatory time balance will be cashed out on the December 5 payday, last check of the calendar year (that is paid on January 5th.)

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- 9.09 For the purpose of payroll calculation, the minimum straight-time hourly rate of pay shall be calculated in the following manner: the annual rate of pay shall be divided by two thousand eighty (2,080) hours, which constitute the total number of regular hours in a year and is reached by multiplying the forty (40) hours per week times fifty-two (52) weeks.

- 9.10 Callouts: ~~Every effort shall be made by the supervisor to first contact and callout qualified bargaining unit members prior to requesting either supervisors or other City staff to work a callout. Bargaining unit members, who accept a callout, are to assist in site safety control when required. A supervisor may perform a callout only if the work will be completed in one (1) hour or less if a qualified bargaining unit member is not available.~~ Employees may opt to be included on a rotating callout list that will be posted by seniority for each division in public works operations and parks maintenance. Employees are responsible for ensuring their supervisor has the employee's preferred phone number. To be eligible to receive a callout an employee must be fit for duty and able to respond onsite within 60 minutes. Once an employee is contacted for callout they will be moved to the bottom of the list whether they accept or refuse the callout. If no employees on the established callout list are available, management retains the right to request other city staff to assist with the callout. Probationary employees are not eligible for the callout rotation until they have successfully completed their probationary period.

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A supervisor may assist with a callout to contain an emergent situation and work with bargaining unit members.

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- 9.10.01 Callouts are to be compensated as follows: Employees called back to duty after completing their required shift and having left the place of employment shall be paid a minimum of two (2) hours at one and one half (1½) times the minimum straight time hourly rate of pay portal to portal. If an employee receives an additional callout request while on a callout and has been performing the work for less than two (2) hours, the employee shall not receive an additional callout pay for the second callout. Employees, who have responded to a callout, returned to their initial portal

and then receive another callout, will receive compensation for a new callout.

9.10.02 Holiday Callouts: Defined as callouts that occur on the recognized dates as defined in Article 12.01. Employees shall be paid a minimum of four (4) hours at one and one half (1 1/2) times the minimum straight time hourly rate of pay portal to portal. If an employee receives an additional callout request while on a callout and has been performing the work for less than two (2) hours, the employee shall not receive an additional callout pay for the second callout. Employees who have responded to a callout, returned to their initial portal and then receive another callout, will receive compensation for a new callout.

On January 1st, July 4th, November 11th and December 25th only, if the holiday falls on a Saturday or Sunday and the employee receives a callout on the weekend, holiday callout pay will apply. If an employee is called out on the observed holiday, holiday callout pay will apply as well.

9.10.03 Employees receiving an authorized call at their home pertaining to work but not requiring them to return to duty, shall be paid in fifteen (15) minute increments at one and one half (1½) times the minimum straight time hourly rate of pay for the time they spend ~~on the phone~~ responding from home.

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9.11 ~~It is agreed by the Employer that no shift change will be made without first the consultation and concurrence by the majority of the affected bargaining unit members in the section, division or department involved. Management retains the rights outlined in Article 5 which specifically addresses the right to determine work schedules. Management and staff may propose changes in work schedules for groups of employees holding the same classification. Management retains the right to determine whether or not the proposed change meets the business needs of the department. If it does and with 60 calendar days' advance notice, staff will transition on a trial basis to the new schedule for a minimum of 90 calendar days to allow time to understand the pros and cons of the schedule. Following the trial period, staff who are impacted by the schedule change will vote on whether or not to transition to the new schedule permanently. Trial schedule changes shall be limited to one per calendar year. Schedules must conform to FLSA requirements and City ordinances.~~

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9.12 Alternative Work Schedules

Employees are eligible to pursue an alternative work schedule. Final decisions for participation will be based upon an objective review of the individual circumstances and the demands of the position. An alternative work schedule will be implemented for an eligible employee who can satisfactorily demonstrate that the proposed schedule will not materially interfere with regular business operations of the City and will not compromise the City's existing service to citizens.

An employee with a documented performance problem may be denied their request for an alternative work schedule, depending on the nature of the performance problem.

Alternative schedules for non-exempt employees should be developed carefully and must comply with the Fair Labor Standards Act (FLSA).

Changes on workload, funding, legal mandates, changing legal interpretations or other needs of the City and/or individual departments could cause the City to revise or cancel the alternative work schedule options offered at any time and without notice. An employee may request cancellation of the 'alternative work schedule' by providing reasonable notice to the City. Such reasonable notice shall not be less than 30 days advance notice of the requested termination date of the alternative schedule.

9.12.01 Sample Alternate Work Schedules

Flex-time: Flex-time is a work schedule that permits flexible starting times and quitting times for employees other than the standard work day, with a standard number of core hours which must be worked. The following is the flex-time model adopted for the City:

FLEXIBLE TIME	CORE TIME	FLEXIBLE TIME
7 am—9 am	9 am – 3 pm	3 pm – 6 pm

Compressed Work Week/Modified Compressed Work Week: Employees work a standard number of hours within fewer days during the same week, or each work day is an extra 30 - 60 minutes longer, with one day off, every other two or three weeks. Possibilities include:

- 4/40 – Four 10 – hour days each week.
- 9/80 – The 80 hours in a two week period are scheduled over 9 working days. Example: the normal work day is extended by one-hour five days one week and three days the next week, with one regular eight-hour day. This produces one extra day off every two weeks.

9.12.02 Application Process The interested employee will complete a standard written application, which will include the proposed alternative work schedule, the employee circumstances leading up to the request, potential problems identified and recommended solutions.

The department head and supervisor, within 10 working days, will review the application and recommended approval or denial. The application will then be forwarded to Human Resources. Prior to approval, Human Resources will ensure that the proposed schedule is in compliance with the Fair Labor Standards Act (FLSA). If approved, the individual will work with Human Resources and the department to implement the approved schedule. If the application is not approved, the written decision will include the reasons for the decision.

The decision should be considered final. Should circumstances change significantly, the employee may submit a new request, which includes the justification for reconsideration.

9.12.03 Trial Period All approved applications will be implemented for a trial period, not to exceed three months. At the conclusion of three months, the

department director and Human Resources will reevaluate the situation, and will recommend whether the alternative work schedule should or should not be continued.

At the conclusion of the trial period, the involved department director may discontinue the alternative work schedule then or at any later time, providing a thirty day written notice to the employee, and including reasons for the discontinuation. If the alternative work schedule is discontinued, the employee may submit a new application if circumstances (of the employee, the department, or position) change significantly.

9.12.04 Accruing and Using Sick and Vacation Leave and Holiday Pay Sick leave and vacation leave will continue to accrue at the regular rate. When an employee takes a full day of sick or vacation leave, the time charged will be equivalent to the full number of hours the employee was scheduled to work. This compensates for actual time absent for regularly scheduled work hours. When a paid holiday falls on an employee's regularly scheduled work day, the employee will be paid eight hours of holiday pay. If the regularly scheduled work day is greater than 8 hours, the employee is required to use either vacation, compensatory time earned, or personal holiday to make up for the additional time the employee was scheduled to work in excess of the 8 hours of holiday pay.

9.12.05 Standards Employees will schedule personal appointments (doctor, dentist, etc.) on their scheduled day off, whenever possible. Employees may be asked to fill in on their regularly scheduled day off for employees who are absent *and such employees shall be compensated at his/her appropriate rate of pay.* Supervisors and employees will provide as much advance notice as possible and will be flexible in working out an alternative schedule for the employee asked to work on their regular day off.

ARTICLE 10 - WAGES

- 10.01 Employees are paid on the 5th and the 20th of the month. If the regular payday occurs on a Saturday, Sunday, or a holiday, employees is paid on the last working day before the regular payday.
- 10.02 Wages shall be set forth in Addendum A. The salary schedule will reflect no less than the following wage increases over each previous year:

~~Effective January 01, 2014 — 2.0%~~
~~Effective September 01, 2014 — 0.5%~~
~~Effective January 01, 2015 — 2.25%~~
~~Effective January 01, 2016 — 2.25%~~

1/1/2017	2.0%
1/1/2018	2.0%
1/1/2019	2.0%

- 10.03 Employees cost of living and merit "step" increase (assuming positive performance) wage increases will be applied on January 1st of each year.

- 10.04 Employees who discover a mistake in their paycheck, lose their paycheck, or have it stolen should notify their supervisor immediately. In the case of a mistake made

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by the City the error will be remedied promptly. It is the policy of the City to make payroll check corrections in the following manner:

10.04.01 Errors, which underpay the employee, shall be corrected immediately if the total value of that error is greater than or equal to fifteen (15) percent of the employee's gross salary.

10.04.02 Errors, which underpay the employee, shall be corrected on the next regular paycheck if the total value of the error is less than fifteen (15) percent of the employee's gross salary.

10.04.03 Errors, which overpay the employee, shall be corrected within six (6) months of their discovery by either the employee or the City. If necessary, and whenever possible, the overpayment can be paid back to the City in installments. Repayment schedules shall not extend beyond the end of the year in which the overpayment was made.

10.05 It is agreed by the parties hereto that should a state or federal agency require changes to be made in the manner in which wages are computed and paid pursuant to this Section 10.02 that such required changes will be implemented. Employer agrees to give the Union immediate notice of any required changes and further agrees to meet and discuss with Union the effect of such required changes and further agrees to provide notice of any such requirements immediately upon receipt from the state or federal agency.

10.06 If any employee is temporarily shifted for a period of ten (10) or more working days to any other position, union or non-represented, paying a higher wage than the rate of the employee's regular position, the employee shall be paid at step one of the wage scale for the position whose wage they are assuming, or a minimum of a 6% increase, whichever is greater. The employee must be able to assume the majority of the duties of the higher classification and have the education and/or certificate requirements stated in the job description. No employee shall be subject to censure when assigned to a position for which the employee has not been properly trained. In the event any employee is temporarily shifted for the City's convenience to a position paying a lesser wage than the rate for the employee's regular position, no reduction in the employee's wage shall be made, but in case the employee's services are not required in the employee's class of employment, the City may, with the employee's consent, instead of laying the employee off, transfer the employee to another job which is vacant and pay the employee the regular rate for that position. If the former position is renewed, the City shall automatically reinstate the employee in the employee's former position.

If any employee is temporarily shifted for a period of five (5) or more working days to any other position, union or non-represented, paying a higher wage than the rate of the employee's regular position, the employee shall be paid a wage premium of nine percent (9%) and shall be paid retroactively to the first (1st) day. If the nine percent (9%) premium would place the employee above the top step of the salary schedule for the position then the top step will be the premium allowed. The employee must be able to assume the majority of the duties of the higher classification and have the education and/or certificate requirements stated in the job description. No employee shall be subject to censure when assigned to a position for which the

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~~employee has not been properly trained. In the event any employee is temporarily shifted for the City's convenience to a position paying a lesser wage than the rate for the employee's regular position, no reduction in the employee's wage shall be made, but in case the employee's services are not required in the employee's class of employment, the City may, with the employee's consent, instead of laying the employee off, transfer the employee to another job which is vacant and pay the employee the regular rate for that position. If the former position is renewed, the City shall automatically reinstate the employee in the employee's former position.~~

10.07 Longevity pay shall start after five (5) years employment at the rate of two dollars (\$2.00) per month for every year worked to a maximum of twenty (20) years. After five (5) years, longevity pay would be ten dollars (\$10.00) with two dollars (\$2.00) per month added every year until a total of forty dollars (\$40.00) longevity per month is reached.

10.08 Shift differential pay shall be added to the basic monthly wage of any water treatment plant operators employee assigned to a regular shift between the hours of 4:00 p.m. and 12:00 a.m. at the rate of fifty-four cents (\$.54) per hour in addition to their minimum straight-time hourly rate of pay. Between the hours of 12:01 a.m. and 8:00 a.m. an employee shall receive seventy-four cents (\$.74) per hour in addition to their minimum straight-time hourly rate of pay.

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10.09 Progression through the Proficiency Levels of a salary range will be based upon the employee's satisfactory performance as rated in the yearly performance evaluation in connection with time in a job classification. Each employee will be eligible for and receive a yearly evaluation in December of each year, for a step increase (if appropriate) to be effective on January 1st each year.

~~10.10 For the water and wastewater plants, progression between levels is tied to an employee's experience and level of certification as outlined in the job description.~~

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~~10.10 For the water and wastewater plants, progression from the Entry Level to Level I will occur after one (1) year's probation, successful completion of the appropriate Level I Certification and with satisfactory evaluations for the probationary period.~~

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~~10.10.01 Progression from Level I to Level II shall occur on the first (1st) of the month following the City's notification that the employee achieved a passing score after taking the appropriate Level II Certification test.~~

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~~10.10.02 Progression from Level II to Level III shall occur on the first (1st) of the month following the City's notification that the employee achieved a passing score after taking the appropriate Level III Certification test.~~

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~~10.10.03 WTP ONLY: Progression from Level III to Level IV shall occur on the first (1st) of the month following the City's notification that the employee achieved a passing score after taking the appropriate Level IV Certification test.~~

10.11 Teamsters employees who were classified as a Water Treatment Plant Operator IV prior to January 1, 2017 will be grandfathered into a wage scale that is 9% higher than the Water Treatment Plant Operator III wage scale. (Wage scale will reflect the level IV classification but state that it only applies to employees who are city employees who were level IV operators on or before 12/31/2016.)

-10.14~~2~~ WTP and WWTP Operators shall be responsible for carrying cell phones during their off-duty hours to accommodate the services of the City. Effective January 1, 2014 WTP and WWTP operators shall be compensated two dollars and forty cents (\$2.40) per hour for on call pay. The "on-call" pay serves to compensate the employees for being available to receive telephone directions that may be required. Management shall determine which operators are qualified and shall assign the qualified operators to the "on-call" schedule as necessary. As the employees assigned to the "on-call" schedule are not confined to their homes or to any particular place, but may come and go as they please, provided they carry cell phones that allow them to be reached, the hours spent "on-call" are not to be considered as hours worked. The City reserves the right to suspend or discontinue the "on-call" system. On call operators must be fit for duty and able to respond to the assigned facility within 60 minutes.

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~~10.12 Effective January 1, 2014 WTP and WWTP operators shall be compensated two dollars and forty cents (\$2.40) per hour for on call pay.~~

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10.13 **Lead Assignment:** An employee selected by the City to act as a lead, shall receive a 9% premium above the base wage.

ARTICLE 11 - HEALTH AND WELFARE

1) Medical Insurance Plans

(a) The City will provide employees with the following plans: AWC Healthfirst High Deductible Health Plan, Group Health Cooperative High Deductible Health Plan, AWC Healthfirst \$250 plan, or Group Health Access PPO, all as offered through the Association of Washington Cities Benefit Trust.

2) Medical Plan Transition

(a) In consideration of healthcare plan changes, employees hired no later than January 1, 2017 (i.e. grandfathered employees) will receive a \$109.00 monthly stipend. This benefit will go into effect at the 1st of the month coinciding with plan change enrollment.

(b) For employees choosing the HealthFirst \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents.

(c) For employees choosing the Group Health PPO \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents. The City will share fifty percent (50%) of the premium cost savings difference between the Group Health PPO \$250 plan and the Healthfirst \$250 plan to be paid on each pay period.

(d) In 2017, 2018, and 2019, the City will pay 100% of the premium costs of medical insurance for employees and their dependents who select an AWC High Deductible Health Plan.

(e) For employees enrolled on an AWC High Deductible Health Plan, the City will contribute fifty percent (50%) of the premium cost savings between the AWC High Deductible Plan and the Healthfirst \$250 plan to be contributed into the employee's HSA on each pay period.

(f) An employee may elect to have up to \$1000 (employee only) or \$2000 (family) cashed out from accrued vacation and transferred into the HSA on the January 5 payday so long as the employee's vacation balance does not fall below 40 hours. The IRS determines the inflation adjusted HSA contribution maximum.

(g) For employees enrolled on **Dual Insurance**, the employee will receive an incentive equivalent to 50% of the Group Health Access PPO Healthcare premiums that the City would otherwise contribute to health insure the dependents.

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3. Dental Insurance. The City agrees to provide dental insurance for employees and their dependents. The City shall pay 100% of the premium for dental coverage. The dental insurance plan in effect at the time of this Agreement is Washington Dental Service Plan E, as offered through the Association of Washington Cities.

4. Orthodontia Insurance. The City agrees to pay 100% of the premium for orthodontia coverage for the employee's dependent children. The orthodontia plan in effect at the time of this Agreement is Washington Dental Service Plan IV, as offered through the Association of Washington Cities.

5. Vision Insurance. The City agrees to pay 100% of the premium for a separate vision plan for employees and their dependents. The vision plan in effect at the time of this Agreement is Vision Service \$10 copay Plan, as offered through the Association of Washington Cities.

6. Life Insurance. The City agrees to pay 100% of the premium for a group term life, accidental death and dismemberment insurance policy for each employee in the amount \$10,000 and \$1000 for dependents 6 months and older as offered through the Association of Washington Cities. The life plan in effect at the time of this Agreement is through Standard as offered through the Association of Washington Cities.

7. Short Term Disability. The City agrees to pay 100% of the premium for a group short term disability insurance policy. The short term disability plan in effect at the time of this Agreement is with Sun Life.

8. Any changes required by the provider of insurance coverage that are beyond control of the City shall be implemented. These include, but are not limited to changes in required copays, deductibles, and plan administration procedures. The City shall give the Union notice of the proposed changes at least 60 days before the effective date, or as much time is reasonably practicable, and an opportunity for input before the changes are finalized and to bargain any impact.

11.01 2014, 2015, 2016 Insurance Premiums

~~AWC Healthfirst~~ Effective January 1, 2014 and for each year of this Agreement, the City will pay premiums for medical coverage offered by the City as follows:

Employee Only coverage: 100%
Dependent(s) coverage: 90% (Employees shall pay, through pre-tax payroll deduction, 10% of total premium cost.)

~~\$10 Co-pay Group Health Plan~~ Effective January 1, 2014 and for each year of this Agreement, the City will pay premiums for medical coverage offered by the City as follows:

Employee Only coverage: 100%
Dependent(s) coverage: 90% (Employees shall pay, through pre-tax payroll deduction, 10% of total premium cost.)

The Employer shall inform the Union of new premium rates as soon as possible.

11.02 For the term of this Agreement only, the Employer agrees to pay the premiums for dental (AWC Plan E), Orthodontia Plan IV, \$10 co-pay Vision plan, Short Term Disability Base Plan, Long Term Disability, & Life Insurance Base Plan offered by the Employer.

11.03 The City of Anacortes will continue to provide medical, dental including orthodontia, vision, long term disability, short term disability and life insurance plans that are substantially similar to the current Association of Washington Cities Healthfirst plan. Any changes required by the provider of insurance coverage shall be automatically implemented. These include, but are not limited to, changes in required co-pays, deductibles, and plan administration procedures. In the event of changes in state or federal law creating an impact on the present health and welfare premiums or plans beyond carrier imposed changes, the parties will reopen negotiations on such subject.

11.04 Effective January 1, 2010 full time employees are eligible to participate in the dual insurance incentive. Employees are eligible to remove medical insurance for spouses and dependents, for those spouses and/or dependents who have medical insurance from another source. Employees are required to retain coverage for themselves through the City.

11.059. Part-time Employees:

Regular part time employees hired after January 1, 2014 and who are classified as 50% - 79% FTE are eligible for their FTE equivalent of the employee-only medical insurance premiums provided by the City. Regular part time employees have the option of enrolling eligible dependents on the City's medical insurance plan during open enrollment or for a qualifying event; however, the employee is responsible for dependent's premium expenses.

Regular part time employees hired prior to December 31, 2013 who are classified as 50%-79% FTE are eligible for health insurance coverage once the employee has worked one thousand forty (1,040) hours within a twelve (12) month period from the date of hire. Health insurance coverage includes medical, dental, vision, and drug coverage for the employee only. Regular part time employees have the option of enrolling eligible dependents on the City's medical insurance plan during open enrollment or for a qualifying event; however, the employee is responsible for dependent's premium expenses.

ARTICLE 12 - HOLIDAYS

12.01 The following shall be considered holidays:

New Year's Day	January 1st
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	First Monday of September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Day immediately following Thanksgiving
Christmas Day	December 25th

A holiday shall be deemed to start at twelve o'clock (12:00) a.m. on the day of the holiday and end at eleven fifty-nine (11:59) p.m. on the day of the holiday.

12.02 In addition to the ten (10) designated holidays above, the employee may take additional three (3) personal days (at eight (8) hours each) of the employee's choosing to be taken at straight-time compensation, subject to the department requirements and subject to one (1) week written notice given to the department head prior to the requested personal day; and any day designated by public proclamation of the chief executive of the state as a legal holiday.

12.03 If any of the stated holiday dates are changed by the state legislature, said change would be affected in this Agreement. The City may declare or affirm other days as holidays for its employees as long as it does not reduce, in number, the currently negotiated total.

12.04 Non-Shift Workers: When a holiday falls on Saturday, the preceding Friday shall be declared the legal holiday. When a holiday falls on Sunday, the following Monday shall be declared the legal holiday.

12.05 Shift Workers: Where a holiday falls on their scheduled day off employees shall be paid their regular salary plus eight (8) hours at the minimum straight-time hourly rate of pay. Shift workers have the actual day the holiday falls on.

12.06 For holiday callouts, refer to Article 9.10.02.

- 12.07 Full-time employees shall have their personal days pro-rated in the event of their termination. Those personal days used but not accrued will be deducted from their final paycheck.
- 12.08 **Holidays Worked** Employees who work on an observed holiday or shift workers who work on an actual holiday shall receive overtime for their hours worked in addition to straight time holiday pay.
- 12.09 Full-time employees are eligible to receive their regular rate of pay for each observed holiday. Part-time employees who are scheduled to work at least 20 hours per week (1,040 per year) are entitled to holidays. The amount of holiday pay is determined on the same basis as for full-time employees, but is based on the employee's full time equivalency (FTE) budget allocation. For example, an employee allocated at sixty-five (65%) percent FTE will receive five point two (5.2) hours of holiday pay on each City approved holiday. Temporary employees and employees on unpaid leaves of absence or on layoff are not eligible to receive holiday pay.

ARTICLE 13 - VACATION LEAVE

13.01 Vacation leave with full pay shall accrue per month and per year to all full-time employees as follows:

Years of Service	Accrual/Month	Maximum Accrual
00 - 04	08 hours	176 hours
05 - 09	10 hours	200 hours
10 - 14	14 hours	240 hours
15 +	17 hours	240 hours

Service Period	Vacation Accrual	Maximum Accrual
First month through 48 months	8 hours per month	176 hours
Months 49 through 108	10 hours per month	200 hours
Months 109 through 168	14 hours per month	240 hours
169 months and beyond	17 hours per month	240 hours

13.02 Vacation leave shall be taken at times when it will least interfere with the work of the Employer. The Employer shall determine the period, by seniority, when leave may be taken, subject to the right of the Union to discuss the matter with the Employer. Once the Employer has approved a vacation request in writing, the time shall not be canceled except in the case of emergency.

13.03 Vacation leave shall be computed exclusive of holidays or sick leave testified to by a physician's written statement.

13.04 Part-time employees who are scheduled to work at least twenty (20) hours per week one thousand forty (1,040) hours per year are entitled to vacation on a pro-rata basis. The length of the vacation will be determined on the same basis as for full-time employees but part-time employees shall earn vacation leave hours proportionate to the number of hours they regularly work in a month. Part-time employees working less than twenty (20) hours per week and temporary employees do not receive paid vacation.

ARTICLE 14 - SICK LEAVE

14.01 Each full-time employee shall accrue eight (8) hours of sick leave per calendar month. The maximum accrual is one thousand four hundred forty (1440) hours. Part-time employees shall earn sick leave hours proportionate to the number of hours they regularly work in a month. For example, a part-time employee working twenty (20) hours per week would be eligible for one half (1/2) the paid time-off that a full-time employee receives.

14.02 Sick leave cannot be taken before it is ~~actually earned~~ accrued.

14.03 Notification: Notification of absence due to sickness shall be given to the employee's immediate supervisor or department head four (4) hours prior to start of shift unless it is shown that such notification was impossible. Failure to properly

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report an illness may be considered as an absence without pay and may subject the employee to discipline as well.

- 14.04 Medical Verification. The City may, at its discretion, require an employee to submit a physician's verification of illness following three (3) days or more of absence.
- 14.05 Medical Examination. Additionally the City may, at its discretion, require an employee seeking to utilize sick leave to submit at any time during such leave to an examination by a doctor or nurse designated by the City, at the City's expense, except that any required examination of the employee during the period the employee is sick shall, if so requested by the employee, be at the employee's residence if the employee is too sick to travel.
- 14.06 Abuse of Sick Leave: Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline up to and including discharge for a repeated occurrence at the discretion of the City.
- 14.07 Union Cooperation: The Union agrees that abuse of sick leave is a serious matter and the Union shall join the City in locating and reporting abuse of sick leave whenever or wherever it may occur.
- 14.08 Multiple Benefits: Sick leave is intended for use in cases of actual illness or injury. In case of any illness or injury which is covered by the State Industrial Insurance Act or any other state or federal act whereby benefits are paid to an employee for sickness or injury, sick benefits herein provided shall apply; provided, however, that in no case shall the total of all such benefits exceed the employee's scheduled straight-time pay.
- 14.09 Unused Sick Leave & Reimbursement
Upon retirement, employees are eligible for reimbursement of a portion of their unused sick leave proportionate to their sick leave balance:

Sick Leave Balance at Retirement	Percent Reimbursement
0-800 hours	0%
801-1251 hours	18%
1251-1440 hours	25%

ARTICLE 15 - FUNERAL LEAVE

- 15.01 In the event of the death of an employee's immediate family member, time off with pay for the employee's regular scheduled workday will be granted to regular full time employees. The phrase "immediate family" for the purposes of the bereavement includes the employee's spouse (or domestic partner), brother, sister, father, mother, stepfather, stepmother, grandparent, grandchildren, children, stepchildren, father-in-law, mother-in-law, grandparent-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.

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- 15.02 Three (3) consecutive days off with pay will be approved to attend the funeral or memorial service (maximum twenty-four (24) hours).
- 15.03 Two (2) additional consecutive days off with pay will be approved for travel from the employee's home to the funeral or memorial service if the travel exceeds two hundred (200) miles each way (maximum sixteen (16) hours).
- 15.04 Regular part-time employees who are scheduled to work twenty (20) or more hours per week are eligible to receive Bereavement Leave. The amount of leave allowed will be based on a pro rata basis that relates the average number of hours per week worked to a regular forty (40) hour week. For example, a part-time employee working twenty (20) hours per week would be eligible for one half (1/2) the paid time-off that a full-time employee receives.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 Employees desiring a leave of absence must submit their request for such leave in writing within a reasonable period of time prior to its commencement. The City must approve all leaves of absence, in writing. Employees shall not accrue sick leave or vacation during such approved leave of absence.

ARTICLE 17 - GRIEVANCE PROCEDURE

- 17.01 Any disputes or claims of wrongful action on the part of the Employer, which may arise under this Agreement, including interpretation and application of this Agreement, shall be settled as stated in this Article. ~~Any bA bB~~ bargaining unit member who is the subject of disciplinary action, including oral reprimand, written reprimand or discharge and who feels such action is improper, may appeal to the Union within ten (10) business days of the reprimand or discharge. New Probationary employees may not contest discipline or termination decisions through the grievance procedure.

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Union Defined: For the purpose of this article, Union shall mean, Secretary-Treasurer, Business Representative, and/or Shop Steward.

Business Day Defined: For the purpose of this article, a calendar day shall be exclusive of Saturdays, Sundays and holidays.

- 17.02 A grievance filed against the City shall be processed in the following manner:

Step 1: Any employee and/or steward who have a grievance shall present the grievance to the immediate supervisor, either orally or in writing. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant and Union within ten (10) business days after the grievance is presented. Every effort shall be made to settle the grievance at Step 1.

Step 2: If the grievance is not settled at Step 1, then it shall be submitted in writing to the department head or designee. The grievance shall contain a complete

statement of the facts, the contractual provisions allegedly violated, and the relief requested. The department head or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and Union if requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the department head or designee shall provide a written response to the grievant and Union, within ten (10) business days following their meeting.

Step 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Mayor within ten (10) business days after receipt of the City answer in Step 2. Thereafter, the Mayor or designee and the department head or designee, shall meet with the grievant and Union within ten (10) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Mayor or designee shall submit a written answer to the Union within ten (10) business days following the meeting.

Step 4: Arbitration: If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the written answer as provided to the Union at Step 3.

The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of ten (10) arbitrators from which list the arbitrator shall be selected by the Union and the Employer alternately striking one (1) name from the list until only one (1) name shall remain.

More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

Any decision rendered by the arbitrator will be final and binding upon all parties.

The fees and expenses of the arbitrator and all other mutually incurred expenses of the arbitration shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Limitations on Authority of Arbitrator: Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement.

17.03 Reinstatement: In the case of reinstatement, no time loss or salary reduction will be made, nor will any seniority be taken away from the employee.

17.04 If a grievance is not appealed to the next step, by the Union, within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union

may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE 18 – EQUIPMENT AND SAFETY

18.01 Tools: The City will supply hand tools to equipment mechanics for on-the-job usage. The City agrees, at its discretion, to replace tools that are broken or damaged on the job.

18.02 Rain gear: Shall be provided by the City for outside workers as deemed necessary by the supervisor.

18.03 Boots. The City will contribute into an account a boot allowance of five dollars (\$5.00) per pay period for the positions listed in 18.03.01. The boot allowance account balance shall be capped at \$240. Employees will submit a receipt for their boots and it will be drafted from their account balance or if the employee prefers they may select from one of the City's pre-approved boot vendors. A voucher with the amount the vendor can invoice to the city (not to exceed the balance in the employee's account at the time of purchase). Any overages beyond the account balance will be the employee's responsibility. The City will contribute a one-time sixty dollar (\$60.00) boot allowance to assist with the transition to this new system on the January 5, 2014 pay period.

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The City will allow a new employee to purchase boots using a one-time draft of up to \$120.00. If the probationary employee is separated from the City, all costs of the boots will be recovered from the final paycheck, less any amounts already accrued to the boot allowance.

18.03.01 The City agrees to furnish steel-toed boots for the following positions:

- Building Inspector
- Engineering Technician
- Equipment Mechanic
- Park Maintenance Worker
- Sanitation Worker
- Service Mechanic
- Street Maintenance Worker
- Waste Water Treatment Plant Operator
- Water Maintenance Worker
- Water Treatment Plant Instrumentation Maintenance Technician
- Water Treatment Plant Operator

18.03.02 Employees shall be held accountable for the boots assigned to the employee by the City. Boots lost or destroyed on the job shall be replaced by the City where said loss or destruction was incurred as a direct result of an occurrence not due to the employee's intentional act or negligence. The employee shall replace boots assigned to an employee that are lost or mutilated as a direct result of the employee's negligence. The employee shall replace boots lost or mutilated off the job.

ARTICLE 19 - WORK CONTINUATION

19.01 The Union recognizes that the Employer is engaged in a vital public service requiring continuous operation and, hence, recognizes its obligation, together with the Employer to work toward continuous service to the City during the term of this Agreement in strict compliance with RCW 41.56.120.

ARTICLE 20 - FRINGE BENEFITS

20.01 The Employer shall provide the Union with designated space on an available bulletin board at each work building. The Union may post its notices, of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board. The Union shall provide a copy of all postings to the Employer at least two (2) hours prior to posting, unless approved for immediate posting by the department head. The Union will remove dated material. All costs incident to preparing and posting of Union material will be borne by the Union and the union will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion.

20.02 Prior to the City contracting out for any services presently provided by bargaining unit employees, the City will meet with the Union to discuss the issue. If, however, the City elects to privatize any utility, the affected employees will be given four (4) week's notice.

20.03 Should the City contract out any services, presently provided by bargaining unit employees, the City will make a good faith effort to relocate these employees within the bargaining unit, and in the event is unable to do so, the City agrees to provide severance pay for each laid-off/terminated employee in the following manner:

<u>Years of Service</u>	<u>Severance Pay</u>
00 – 04	4 weeks
05 – 09	5 weeks
10+	6 weeks

However, if the awarded contractor hires these same employees, the severance pay will be waived.

20.04 The City agrees to furnish ~~coffee-breakroom~~ supplies for the bargaining unit employees, ~~for coffee breaks~~, including coffee, tea, and hot chocolate mix, ~~hot sider mix and herbal tea.~~

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ARTICLE 21 - DRUG AND ALCOHOL TESTING

21.01 It is the intent of the City and the Union to maintain a workplace that is free from the effects of drug and alcohol abuse. Therefore, no employee shall unlawfully manufacture, distribute, dispense, possess or use any illegal controlled substance or alcohol in any City workplace. Nor shall any employee report to work or work under the influence of alcohol or an illegal controlled substance. A sustained finding will result in disciplinary action, up to and including dismissal.

Employees must report their use of over-the-counter or prescribed medications to their supervisor if the use might impair their ability to perform their job safely and effectively. A determination will then be made as to whether the employee should be able to perform the essential functions of the job safely and properly.

Union Members follow the city's drug and alcohol testing policies and procedures found in the most current personnel policies.

21.02 **Union Held Harmless:** The City assumes the sole responsibility for the administration of this Policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement related to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol-testing program.

21.03 **Conflict With Other Law:** This Article is not intended to supersede or waive any constitutional or other rights that employee may be entitled to under federal, state or local statutes.

ARTICLE 22 – COMPLETE AGREEMENT CLAUSE

22.01 The Employer and the Union acknowledge, that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement shall constitute the sole agreement between the parties and no other stipulation, understanding or past practice shall qualify its terms; provided, however, this Agreement shall be subject to modification by mutual written agreement of the parties hereto.

ARTICLE 23 – TERM OF AGREEMENT

23.01 If an article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction or renegotiated for the purpose of adequate replacement.

23.02 All terms and conditions specified within this Agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one (1) year from the termination date stated in this Agreement. Thereafter, the Employer may unilaterally implement according to law.

23.03 This Agreement shall become effective on January 1, ~~2014-2017~~ following ratification, and shall remain in full force and effect until and through December 31, ~~2016~~2019. Should any party desire to change, modify or terminate the Agreement, written notice must be given to the other party at least sixty (60) days prior to December 31, ~~2016~~2019. In the event of written notice of a desire to change or modify the Agreement by either or both parties, negotiations shall commence without undue delay. Written notice by either party of a desire to change or modify the Agreement prior to sixty (60) days prior to December 31, ~~2016~~2019, is subject to negotiations by mutual agreement only.

EXECUTED THIS 7th DAY of 2017 OCTOBER, 2013

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Rich Ewing
Secretary-Treasurer

Laurie M. Gere
Mayor

Jennifer Thompson
Business Representative

Emily Schuh
Administrative Services Director

ATTEST

Steve Hoglund
City Clerk/Treasurer

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ADDENDUM A- SALARY SCHEDULES effective 1/1/2019

2019 COLA Adjustment		Monthly Rate					Monthly Rate					Annual Salary				
Position	30% Increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
Curriculum Development Secretary I	36,955.50	37,467.75	37,980.00	38,492.25	39,004.50	39,516.75	37,467.75	37,980.00	38,492.25	39,004.50	39,516.75	\$449,613.00	\$454,735.00	\$459,857.00	\$464,979.00	\$470,101.00
Curriculum Development Secretary II	37,467.75	37,980.00	38,492.25	39,004.50	39,516.75	40,029.00	37,980.00	38,492.25	39,004.50	39,516.75	40,029.00	\$454,735.00	\$459,857.00	\$464,979.00	\$470,101.00	\$475,223.00
Curriculum Development Secretary III	37,980.00	38,492.25	39,004.50	39,516.75	40,029.00	40,541.25	38,492.25	39,004.50	39,516.75	40,029.00	40,541.25	\$459,857.00	\$464,979.00	\$470,101.00	\$475,223.00	\$480,345.00
Curriculum Development Secretary IV	38,492.25	39,004.50	39,516.75	40,029.00	40,541.25	41,053.50	39,004.50	39,516.75	40,029.00	40,541.25	41,053.50	\$464,979.00	\$470,101.00	\$475,223.00	\$480,345.00	\$485,467.00
Curriculum Development Secretary V	39,004.50	39,516.75	40,029.00	40,541.25	41,053.50	41,565.75	39,516.75	40,029.00	40,541.25	41,053.50	41,565.75	\$470,101.00	\$475,223.00	\$480,345.00	\$485,467.00	\$490,589.00
Curriculum Development Secretary VI	39,516.75	40,029.00	40,541.25	41,053.50	41,565.75	42,078.00	40,029.00	40,541.25	41,053.50	41,565.75	42,078.00	\$475,223.00	\$480,345.00	\$485,467.00	\$490,589.00	\$495,711.00
Curriculum Development Secretary VII	40,029.00	40,541.25	41,053.50	41,565.75	42,078.00	42,590.25	40,541.25	41,053.50	41,565.75	42,078.00	42,590.25	\$480,345.00	\$485,467.00	\$490,589.00	\$495,711.00	\$500,833.00
Curriculum Development Secretary VIII	40,541.25	41,053.50	41,565.75	42,078.00	42,590.25	43,102.50	41,053.50	41,565.75	42,078.00	42,590.25	43,102.50	\$485,467.00	\$490,589.00	\$495,711.00	\$500,833.00	\$505,955.00
Curriculum Development Secretary IX	41,053.50	41,565.75	42,078.00	42,590.25	43,102.50	43,614.75	41,565.75	42,078.00	42,590.25	43,102.50	43,614.75	\$490,589.00	\$495,711.00	\$500,833.00	\$505,955.00	\$511,077.00
Curriculum Development Secretary X	41,565.75	42,078.00	42,590.25	43,102.50	43,614.75	44,127.00	42,078.00	42,590.25	43,102.50	43,614.75	44,127.00	\$495,711.00	\$500,833.00	\$505,955.00	\$511,077.00	\$516,199.00
Curriculum Development Secretary XI	42,078.00	42,590.25	43,102.50	43,614.75	44,127.00	44,639.25	42,590.25	43,102.50	43,614.75	44,127.00	44,639.25	\$500,833.00	\$505,955.00	\$511,077.00	\$516,199.00	\$521,321.00
Curriculum Development Secretary XII	42,590.25	43,102.50	43,614.75	44,127.00	44,639.25	45,151.50	43,102.50	43,614.75	44,127.00	44,639.25	45,151.50	\$505,955.00	\$511,077.00	\$516,199.00	\$521,321.00	\$526,443.00
Curriculum Development Secretary XIII	43,102.50	43,614.75	44,127.00	44,639.25	45,151.50	45,663.75	43,614.75	44,127.00	44,639.25	45,151.50	45,663.75	\$511,077.00	\$516,199.00	\$521,321.00	\$526,443.00	\$531,565.00
Curriculum Development Secretary XIV	43,614.75	44,127.00	44,639.25	45,151.50	45,663.75	46,176.00	44,127.00	44,639.25	45,151.50	45,663.75	46,176.00	\$516,199.00	\$521,321.00	\$526,443.00	\$531,565.00	\$536,687.00
Curriculum Development Secretary XV	44,127.00	44,639.25	45,151.50	45,663.75	46,176.00	46,688.25	44,639.25	45,151.50	45,663.75	46,176.00	46,688.25	\$521,321.00	\$526,443.00	\$531,565.00	\$536,687.00	\$541,809.00
Curriculum Development Secretary XVI	44,639.25	45,151.50	45,663.75	46,176.00	46,688.25	47,200.50	45,151.50	45,663.75	46,176.00	46,688.25	47,200.50	\$526,443.00	\$531,565.00	\$536,687.00	\$541,809.00	\$546,931.00
Curriculum Development Secretary XVII	45,151.50	45,663.75	46,176.00	46,688.25	47,200.50	47,712.75	45,663.75	46,176.00	46,688.25	47,200.50	47,712.75	\$531,565.00	\$536,687.00	\$541,809.00	\$546,931.00	\$552,053.00
Curriculum Development Secretary XVIII	45,663.75	46,176.00	46,688.25	47,200.50	47,712.75	48,225.00	46,176.00	46,688.25	47,200.50	47,712.75	48,225.00	\$536,687.00	\$541,809.00	\$546,931.00	\$552,053.00	\$557,175.00
Curriculum Development Secretary XIX	46,176.00	46,688.25	47,200.50	47,712.75	48,225.00	48,737.25	46,688.25	47,200.50	47,712.75	48,225.00	48,737.25	\$541,809.00	\$546,931.00	\$552,053.00	\$557,175.00	\$562,297.00
Curriculum Development Secretary XX	46,688.25	47,200.50	47,712.75	48,225.00	48,737.25	49,249.50	47,200.50	47,712.75	48,225.00	48,737.25	49,249.50	\$546,931.00	\$552,053.00	\$557,175.00	\$562,297.00	\$567,419.00
Curriculum Development Secretary XXI	47,200.50	47,712.75	48,225.00	48,737.25	49,249.50	49,761.75	47,712.75	48,225.00	48,737.25	49,249.50	49,761.75	\$552,053.00	\$557,175.00	\$562,297.00	\$567,419.00	\$572,541.00
Curriculum Development Secretary XXII	47,712.75	48,225.00	48,737.25	49,249.50	49,761.75	50,274.00	48,225.00	48,737.25	49,249.50	49,761.75	50,274.00	\$557,175.00	\$562,297.00	\$567,419.00	\$572,541.00	\$577,663.00
Curriculum Development Secretary XXIII	48,225.00	48,737.25	49,249.50	49,761.75	50,274.00	50,786.25	48,737.25	49,249.50	49,761.75	50,274.00	50,786.25	\$562,297.00	\$567,419.00	\$572,541.00	\$577,663.00	\$582,785.00
Curriculum Development Secretary XXIV	48,737.25	49,249.50	49,761.75	50,274.00	50,786.25	51,298.50	49,249.50	49,761.75	50,274.00	50,786.25	51,298.50	\$567,419.00	\$572,541.00	\$577,663.00	\$582,785.00	\$587,907.00
Curriculum Development Secretary XXV	49,249.50	49,761.75	50,274.00	50,786.25	51,298.50	51,810.75	49,761.75	50,274.00	50,786.25	51,298.50	51,810.75	\$572,541.00	\$577,663.00	\$582,785.00	\$587,907.00	\$593,029.00
Curriculum Development Secretary XXVI	49,761.75	50,274.00	50,786.25	51,298.50	51,810.75	52,323.00	50,274.00	50,786.25	51,298.50	51,810.75	52,323.00	\$577,663.00	\$582,785.00	\$587,907.00	\$593,029.00	\$598,151.00
Curriculum Development Secretary XXVII	50,274.00	50,786.25	51,298.50	51,810.75	52,323.00	52,835.25	50,786.25	51,298.50	51,810.75	52,323.00	52,835.25	\$582,785.00	\$587,907.00	\$593,029.00	\$598,151.00	\$603,273.00
Curriculum Development Secretary XXVIII	50,786.25	51,298.50	51,810.75	52,323.00	52,835.25	53,347.50	51,298.50	51,810.75	52,323.00	52,835.25	53,347.50	\$587,907.00	\$593,029.00	\$598,151.00	\$603,273.00	\$608,395.00
Curriculum Development Secretary XXIX	51,298.50	51,810.75	52,323.00	52,835.25	53,347.50	53,859.75	51,810.75	52,323.00	52,835.25	53,347.50	53,859.75	\$593,029.00	\$598,151.00	\$603,273.00	\$608,395.00	\$613,517.00
Curriculum Development Secretary XXX	51,810.75	52,323.00	52,835.25	53,347.50	53,859.75	54,372.00	52,323.00	52,835.25	53,347.50	53,859.75	54,372.00	\$598,151.00	\$603,273.00	\$608,395.00	\$613,517.00	\$618,639.00
Curriculum Development Secretary XXXI	52,323.00	52,835.25	53,347.50	53,859.75	54,372.00	54,884.25	52,835.25	53,347.50	53,859.75	54,372.00	54,884.25	\$603,273.00	\$608,395.00	\$613,517.00	\$618,639.00	\$623,761.00
Curriculum Development Secretary XXXII	52,835.25	53,347.50	53,859.75	54,372.00	54,884.25	55,396.50	53,347.50	53,859.75	54,372.00	54,884.25	55,396.50	\$608,395.00	\$613,517.00	\$618,639.00	\$623,761.00	\$628,883.00
Curriculum Development Secretary XXXIII	53,347.50	53,859.75	54,372.00	54,884.25	55,396.50	55,908.75	53,859.75	54,372.00	54,884.25	55,396.50	55,908.75	\$613,517.00	\$618,639.00	\$623,761.00	\$628,883.00	\$634,005.00
Curriculum Development Secretary XXXIV	53,859.75	54,372.00	54,884.25	55,396.50	55,908.75	56,421.00	54,372.00	54,884.25	55,396.50	55,908.75	56,421.00	\$618,639.00	\$623,761.00	\$628,883.00	\$634,005.00	\$639,127.00
Curriculum Development Secretary XXXV	54,372.00	54,884.25	55,396.50	55,908.75	56,421.00	56,933.25	54,884.25	55,396.50	55,908.75	56,421.00	56,933.25	\$623,761.00	\$628,883.00	\$634,005.00	\$639,127.00	\$644,249.00
Curriculum Development Secretary XXXVI	54,884.25	55,396.50	55,908.75	56,421.00	56,933.25	57,445.50	55,396.50	55,908.75	56,421.00	56,933.25	57,445.50	\$628,883.00	\$634,005.00	\$639,127.00	\$644,249.00	\$649,371.00
Curriculum Development Secretary XXXVII	55,396.50	55,908.75	56,421.00	56,933.25	57,445.50	57,957.75	55,908.75	56,421.00	56,933.25	57,445.50	57,957.75	\$634,005.00	\$639,127.00	\$644,249.00	\$649,371.00	\$654,493.00
Curriculum Development Secretary XXXVIII	55,908.75	56,421.00	56,933.25	57,445.50	57,957.75	58,470.00	56,421.00	56,933.25	57,445.50	57,957.75	58,470.00	\$639,127.00	\$644,249.00	\$649,371.00	\$654,493.00	\$659,615.00
Curriculum Development Secretary XXXIX	56,421.00	56,933.25	57,445.50	57,957.75	58,470.00	58,982.25	56,933.25	57,445.50	57,957.75	58,470.00	58,982.25	\$644,249.00	\$649,371.00	\$654,493.00	\$659,615.00	\$664,737.00
Curriculum Development Secretary XL	56,933.25	57,445.50	57,957.75	58,470.00	58,982.25	59,494.50	57,445.50	57,957.75	58,470.00	58,982.25	59,494.50	\$649,371.00	\$654,493.00	\$659,615.00	\$664,737.00	\$669,859.00
Curriculum Development Secretary XLI	57,445.50	57,957.75	58,470.00	58,982.25	59,494.50	59,996.75	57,957.75	58,470.00	58,982.25	59,494.50	59,996.75	\$654,493.00	\$659,615.00	\$664,737.00	\$669,859.00	\$674,981.00
Curriculum Development Secretary XLII	57,957.75	58,470.00	58,982.25	59,494.50	59,996.75	60,509.00	58,470.00	58,982.25	59,494.50	59,996.75	60,509.00	\$659,615.00	\$664,737.00	\$669,859.00	\$674,981.00	\$680,103.00
Curriculum Development Secretary XLIII	58,470.00	58,982.25	59,494.50	59,996.75	60,509.00	61,021.25	58,982.25	59,494.50	59,996.75	60,509.00	61,021.25	\$664,737.00	\$669,859.00	\$674,981.00	\$680,103.00	\$685,225.00
Curriculum Development Secretary XLIV	58,982.25	59,494.50	59,996.75	60,509.00	61,021.25	61,533.50	59,494.50	59,996.75	60,509.00	61,021.25	61,533.50	\$669,859.00	\$674,981.00	\$680,103.00	\$685,225.00	\$690,347.00
Curriculum Development Secretary XLV	59,494.50	59,996.75	60,509.00	61,021.25	61,533.50	62,045.75	59,996.75	60,509.00	61,021.25	61,533.50	62,045.75	\$674,981.00	\$680,103.00	\$685,225.00	\$690,347.00	\$695,469.00
Curriculum Development Secretary XLVI	59,996.75	60,509.00	61,021.25	61,533.50	62,045.75	62,558.00	60,509.00	61,021.25	61,533.50	62,045.75	62,558.00	\$680,103.00	\$685,225.00	\$690,347.00	\$695,469.00	\$700,591.00
Curriculum Development Secretary XLVII	60,509.00	61,021.25	61,533.50	62,045.75	62,558.00	63,070.25	61,021.25	61,533.50	62,045.75	62,558.00	63,070.25	\$685,225.00	\$690,347.00	\$695,469.00	\$700,591.00	\$705,713.00
Curriculum Development Secretary XLVIII	61,021.25	61,533.50	62,045.75	62,558.00	63,070.25	63,582.50	61,533.50	62,045.75	62,558.00	63,070.25	63,582.50	\$690,347.00	\$695,469.00	\$700,591.00	\$705,713.00	\$710,835.00
Curriculum Development Secretary XLIX	61,533.50	62,045.75	62,558.00	63,070.25	63,582.50	64,094.75	62,045.75	62,558.00	63,070.25	63,582.50	64,094.75	\$695,469.00	\$7			

| ADDENDUM A SALARY SCHEDULES effective 1/1/2016

NOTICE TO ALL MEMBERS

If you become unemployed or are not working due to an on-the-job injury, within the jurisdiction of the Local Union, you will be put on withdrawal status per **your request**. This will be done provided all dues and other financial obligations owed to the Local Union are paid, including the dues for the month in which the withdrawal status is to go into effect.

WEINGARTEN RIGHTS

The Union recommends employees exercise their Weingarten rights as follows:

1. If you are asked to attend a meeting with the Employer which you believe may lead to discipline, ask to have a Union Shop Steward or Union Business Representative present. Notify the Union Steward or Business Representative of the meeting immediately or as soon as possible. You may ask for this representation at any time prior to or during the meeting.
2. If you are unable to obtain representation before entering the meeting, you should:
 - a) Ask whether you are free to leave the room if you choose to do so;
 - b) Ask whether anything said at the interview could lead to disciplinary action or discharge;
 - c) If so, ask that a Union Steward or Business Representative be contacted and brought to the meeting place before any questioning occurs, and you be permitted to speak to the Union Steward or Business Representative in private prior to the questioning;
 - d) The Employer must then choose from among three options:
 1. Grant the request and delay questioning until the Union Representative arrives;
 2. Deny the request and end the interview immediately; or
 3. Give the employee a choice of: (a) having the interview without representation or (b) ending the interview.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU ATTEND THE MEETING BUT EXERCISE YOUR RIGHT TO REFUSE TO ANSWER ANY QUESTIONS THAT MAY LEAD TO DISCIPLINARY ACTION OR DISCHARGE.

These recommendations do not apply when an employee faces possible criminal charges. Such employee(s) should obtain the advice of an attorney.

LABOR AGREEMENT

BETWEEN

The CITY OF ANACORTES

AND

TEAMSTERS UNION LOCAL NO. 231

REPRESENTING

ANACORTES MUNICIPAL EMPLOYEES

JANUARY 1, 2017 – DECEMBER 31, 2019

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ARTICLE 1 - RECOGNITION

- 1.01 The Employer agrees to recognize the Union as the sole collective bargaining agency for the bargaining unit as described in the certification of representation issued by the Public Employee Relations Committee of the State of Washington dated February 1, 1982, for Regular Full-time and Regular Part-time non-uniformed employees, excluding supervisors and confidential employees, of the City of Anacortes.

ARTICLE 2 – DEFINITIONS

- 2.01 The following definitions are provided for clarity:

Full-Time Employee: is an individual who works a normal forty-hour workweek and is hired for an indefinite period. A full-time employee may be classified as either exempt or nonexempt.

Part-Time Employee: is an individual who works less than a normal workweek and is hired for an indefinite period. A part-time employee may be classified as either exempt or nonexempt.

Temporary Employee: generally is an individual who is hired either part-time or full-time for a specified, limited period. A temporary employee may be classified as either exempt or nonexempt. A temporary employee who works more than one thousand, forty regular hours (1040) in a work year may be required to join the applicable bargaining unit.

ARTICLE 3 - UNION SECURITY

- 3.01 It shall be a condition of employment that all employees of the Employer covered by this Agreement shall be members of the Union in good standing and those who are not members on the execution date of this Agreement shall, on or before the thirtieth (30th) day following the execution date of this Agreement, become and remain members in good standing in the Union.
- 3.02 It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution shall, no later than the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. PROVIDED, no objections are made to joining the Union and which are based on bona fide religious tenets or teachings of a church, or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.
- 3.03 The Employer agrees to deduct from the wages of all employees' dues and initiation fees hereafter becoming due from such employees to the Union. Any employee desiring that such deductions be made shall sign the proper form requesting such deduction. The Employer, upon receipt of the form properly

executed, shall honor the request in accordance with its terms. Union dues will be deducted two times per month. One half of the appropriate monthly dues will be deducted the first payroll of each month and the second half of the dues will be deducted the second payroll of each month. The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check off of Union dues and the Union security provisions of this Agreement. The Employer shall transmit to the Union the money so deducted and shall make the deductions at the times and in the manner mutually agreed upon by the Employer and the Union.

ARTICLE 4 - PROTECTION OF RIGHTS

- 4.01 PICKET LINES: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event a City of Anacortes employee refuses to enter upon any private property involved in a sanctioned labor dispute, or refuses to go through or work behind any sanctioned picket line of Union parties to this Agreement, and including sanctioned picket lines at the Employer's place of business. Sanitation employees shall make pickups that are located on the public right-of-way.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The right to hire, promote, discipline or discharge for just cause, improve efficiency, and determine the work schedules and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.
- 5.02 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish, or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title.
- 5.03 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. In establishing new and/or revising existing performance standards, the City shall meet, prior to implementation, with the Union to jointly discuss such performance standards.
- 5.04 Nothing contained in this Agreement shall prevent the City from proceeding in accordance with Personnel Policies formally adopted by the City Council; provided that these rules do not conflict with items covered by this Agreement.
- 5.05 The City reserves the right to place new employees within the salary grid appropriate to their experience as determined by the hiring department head.

- 5.06 Cross training may be assigned outside of an employee's general work assignment by mutual agreement of the City and the employee. If an assignment is reasonably related to the employee's general areas of work, training, and capabilities the City may assign an employee. During times of emergencies or when it is necessary for work to progress, the City reserves the right to reassign employees as necessary.

ARTICLE 6 - EMPLOYEE RIGHTS

- 6.01 The Employer appreciates and strives to recognize quality performance and length of service. Both contribute greatly to the service the Employer and employees are able to provide customers.
- 6.02 The Employer shall decide all questions as to layoffs, subject to the right of the Union to request and discuss with the Employer the reason for any layoffs involving bargaining unit positions. If a layoff or reduction in force becomes necessary, consideration will be given to each employee's qualifications, job performance, and seniority before a decision regarding such layoff or reduction in force is made. For the purpose of these incidents, employees will be grouped together with, and compared to, others in the same job classification. Seniority will be determined by adding all of the employee's time within the classification to half of the employee's time spent in another City classification or classifications. For example, if an employee has five years in the classification being reduced and two years in a prior classification, the employee would be awarded six years of seniority.
- 6.03 Decisions to rehire laid-off employees will be made using the same criteria; qualifications, job performance and seniority.
- 6.04 In the case of layoffs, the employee's position and seniority shall be held up to, but not exceeding twelve (12) months.
- 6.05 Medical Leaves of Absence are generally limited to a maximum of six months in duration. However, if the prognosis from the health care professionals is that the employee will never be able to return to employment, the leave may be shorter. Conversely, if the prognosis from the health care professionals near the end of the six month period is a more likely than not return to duty within a reasonable period of time beyond the six months, the City agrees to consider such extension.
- 6.06 If a vacancy or new position occurs in any job within the bargaining unit, the City, before hiring a new employee, agrees to give consideration to any bargaining unit applicants who meet the minimum requirements of the position (NOTE: Consideration is defined as a thorough review of the internal applicant's qualifications and work performance.)
- 6.07 In a position covered by this Agreement, twelve months shall be considered to be a trial period during which time the employer decides the capability and desirability of retaining the new employee, and shall do so in formal, written evaluations completed every three months. During the initial probationary period, the employee cannot transfer between departments. Current employees who transfer to another Teamster position shall be placed on a 6-month probationary period. A

part-time employee shall become a member of the bargaining unit once the employee has accumulated one thousand forty (1,040) hours within a twelve (12) month period from the date of hire provided the employee is not terminated.

- 6.08 Part-time employees shall not be terminated for the purpose of avoiding accumulation of one thousand forty (1,040) hours from date of hire.

ARTICLE 7 - NON-DISCRIMINATION

- 7.01 In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this agreement on the basis of race, color, national origin, creed, religion, sex, age (over 40), marital status, physical or mental disability, genetic information, gender identification, or status as an honorably discharged veteran, or any other class protected by federal, state, or local law. Other than union membership, any dispute concerning the interpretation and application of this article shall be processed through the appropriate federal or state agency or court.

- 7.02 The Union recognizes that the City is an Equal Opportunity Employer.

ARTICLE 8 - NEGOTIATIONS

- 8.01 Bargaining unit employees shall be allowed to meet as a committee with City representatives to conduct collective bargaining negotiations during regular working hours provided that such Union Bargaining Committee shall not exceed two (2) members. With concurrence from the Mayor and the Union, the Union Bargaining Committee may be increased to a maximum of four (4) members.
- 8.02 The City agrees that compensatory time off at time and one-half (1½) rate of pay shall be paid to Union Bargaining Committee members for the hours spent in negotiations beyond the employee's regular workday.
- 8.03 No union activity, except for a bona fide grievance or investigation meeting or disciplinary hearing with a supervisor shall be conducted during the paid workday.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

- 9.01 The workday, for the purpose of this Agreement, shall be an eight (8) hour workday within a twenty-four (24) hour period, except Waste Water Treatment Plant Operators and Water Treatment Plant Operators.
- 9.02 The meal period shall be one (1) hour of unpaid time. Water and Wastewater employees meal period shall be one half (1/2) hour of paid time during the scheduled working shift. This one (1) hour provision may be changed by mutual agreement between a majority of the employees in a department and their supervisor. Only operators are subject to the paid lunch period due to the requirement to manage the plant.
- 9.03 Employees working three (3) or more hours longer than a standard eight 8-hour day shall be allowed one (1) additional paid thirty (30) minute meal period just prior to, or during, the work period that exceeds eight (8) hours. The meal period cannot be taken as the last 30 minutes of an extended shift.

- 9.04 Employees working unscheduled overtime for three or more hours who are not able or allowed to leave the job site will be provided a meal at city expense, consistent with the meal allowance in the City's travel policy.
- 9.05 Employees, where the duties and the operation require twenty-four (24) hour coverage at the job location, are considered shift workers.
- 9.06 The workweek shall consist of five (5) consecutive eight (8) hour periods during seven (7) consecutive days, except for Water Treatment Operators and Waste Water Treatment Operators, unless mutually agreed upon between the majority of affected employees in that department and the department head. The normal workweek is Sunday through Saturday, beginning and ending at midnight on Saturday and consisting of forty (40) hours except for Water Treatment Operators and Waste Water Treatment Operators.
- 9.07 Overtime pay at the rate of one and one-half (1-1/2) times the minimum straight-time hourly rate of pay shall be paid for time worked beyond an employee's normal assigned hours of labor within a twenty-four (24) hour period; and for time worked in excess of forty (40) hours within seven (7) consecutive day period, and for time worked on listed holidays.
- 9.07.01 Water Treatment Plant Operators working shifts shall work a maximum of eighty (80) hours during any two (2) week period, and shall be paid straight-time pay for eighty hours in every two-week period, although their hours in any one workweek may fluctuate. If an operator works in excess of a scheduled shift, more than fifty-six (56) hours in a workweek, more than eighty 80 hours in the two (2) week period, more than two thousand eighty (2,080) hours in a year including listed holidays, the employee will be compensated at time and one-half (1½); provided, however, that the employee shall not be compensated twice for the same overtime hours.
- 9.07.02 If a Water Treatment Plant operator receives less than twelve (12) hours notice before the start of an open shift, overtime will be paid for the additional hours beyond the original scheduled shift. If a Water Treatment Plant operator is notified more than twelve (12) hours in advance of the open shift, the operator will adjust their schedule to eliminate overtime.
- 9.07.03 Waste Water Treatment Operators working ten (10) hour shifts shall work a maximum of one hundred twenty (120) hours during any three (3) week period, and shall be paid straight time pay for one hundred twenty (120) hours in every three (3) week period although their hours in any one workweek may fluctuate. If an operator works in excess of a scheduled ten (10) hour shift, more than one hundred twenty (120) hours in a three (3) week period, or more than two thousand eighty (2,080) hours in a year including listed holidays, the employee shall be compensated at time and one-half (1½) provided, however, that the employee shall not be compensated twice for the same overtime hours.
- 9.08 Compensatory Time: Teamster employees shall be allowed to accumulate compensatory time to a maximum balance of 40½ hours. For example, twenty-

seven (27) hours at time and one-half equates to a total of forty and one half (40½) hours. Compensatory time in lieu of overtime pay shall be taken at the convenience of the Employer and the Employee, consistent with the Fair Labor Standards Act. Employee's compensatory time balance will be cashed out on the December 5 payday.

- 9.09 For the purpose of payroll calculation, the minimum straight-time hourly rate of pay shall be calculated in the following manner: the annual rate of pay shall be divided by two thousand eighty (2,080) hours, which constitute the total number of regular hours in a year and is reached by multiplying the forty (40) hours per week times fifty-two (52) weeks.

9.10 Callouts:

Employees may opt to be included on a rotating callout list that will be posted by seniority for each division in public works operations and parks maintenance. Employees are responsible for ensuring their supervisor has the employee's preferred phone number. To be eligible to receive a callout an employee must be fit for duty and able to respond onsite within 60 minutes. Once an employee is contacted for callout they will be moved to the bottom of the list whether they accept or refuse the callout. If no employees on the established callout list are available, management retains the right to request other city staff to assist with the callout. Probationary employees are not eligible for the callout rotation until they have successfully completed their probationary period.

A supervisor may assist with a callout to contain an emergent situation and work with bargaining unit members.

- 9.10.01 Callouts are to be compensated as follows: Employees called back to duty after completing their required shift and having left the place of employment shall be paid a minimum of two (2) hours at one and one half (1½) times the minimum straight time hourly rate of pay portal to portal. If an employee receives an additional callout request while on a callout and has been performing the work for less than two (2) hours, the employee shall not receive an additional callout pay for the second callout. Employees, who have responded to a callout, returned to their initial portal and then receive another callout, will receive compensation for a new callout.

- 9.10.02 Holiday Callouts: Defined as callouts that occur on the recognized dates as defined in Article 12.01. Employees shall be paid a minimum of four (4) hours at one and one half (1 1/2) times the minimum straight time hourly rate of pay portal to portal. If an employee receives an additional callout request while on a callout and has been performing the work for less than two (2) hours, the employee shall not receive an additional callout pay for the second callout. Employees who have responded to a callout, returned to their initial portal and then receive another callout, will receive compensation for a new callout.

On January 1st, July 4th, November 11th and December 25th only, if the holiday falls on a Saturday or Sunday and the employee receives a callout

on the weekend, holiday callout pay will apply. If an employee is called out on the observed holiday, holiday callout pay will apply as well.

9.10.03 Employees receiving an authorized call at their home pertaining to work but not requiring them to return to duty, shall be paid in fifteen (15) minute increments at one and one half (1½) times the minimum straight time hourly rate of pay for the time they spend responding from home.

9.11 Management retains the rights outlined in Article 5 which specifically addresses the right to determine work schedules. Management and staff may propose changes in work schedules for groups of employees holding the same classification. Management retains the right to determine whether or not the proposed change meets the business needs of the department. If it does and with 60 calendar days' advance notice, staff will transition on a trial basis to the new schedule for a minimum of 90 calendar days to allow time to understand the pros and cons of the schedule. Following the trial period, staff who are impacted by the schedule change will vote on whether or not to transition to the new schedule permanently. Trial schedule changes shall be limited to one per calendar year. Schedules must conform to FLSA requirements and City ordinances.

9.12 Alternative Work Schedules

Employees are eligible to pursue an alternative work schedule. Final decisions for participation will be based upon an objective review of the individual circumstances and the demands of the position. An alternative work schedule will be implemented for an eligible employee who can satisfactorily demonstrate that the proposed schedule will not materially interfere with regular business operations of the City and will not compromise the City's existing service to citizens.

An employee with a documented performance problem may be denied their request for an alternative work schedule, depending on the nature of the performance problem.

Alternative schedules for non-exempt employees should be developed carefully and must comply with the Fair Labor Standards Act (FLSA).

Changes on workload, funding, legal mandates, changing legal interpretations or other needs of the City and/or individual departments could cause the City to revise or cancel the alternative work schedule options offered at any time and without notice. An employee may request cancellation of the 'alternative work schedule' by providing reasonable notice to the City. Such reasonable notice shall not be less than 30 days advance notice of the requested termination date of the alternative schedule.

9.12.01 Sample Alternate Work Schedules

Flex-time: Flex-time is a work schedule that permits flexible starting times and quitting times for employees other than the standard work day, with a standard number of core hours which must be worked. The following is the flex-time model adopted for the City:

FLEXIBLE TIME	CORE TIME	FLEXIBLE TIME
7 am—9 am	9 am – 3 pm	3 pm – 6 pm

Compressed Work Week/Modified Compressed Work Week: Employees work a standard number of hours within fewer days during the same week, or each work day is an extra 30 - 60 minutes longer, with one day off, every other two or three weeks. Possibilities include:

- 4/40 – Four 10 – hour days each week.
- 9/80 – The 80 hours in a two week period are scheduled over 9 working days. Example: the normal work day is extended by one-hour five days one week and three days the next week, with one regular eight-hour day. This produces one extra day off every two weeks.

9.12.02 Application Process The interested employee will complete a standard written application, which will include the proposed alternative work schedule, the employee circumstances leading up to the request, potential problems identified and recommended solutions.

The department head and supervisor, within 10 working days, will review the application and recommended approval or denial. The application will then be forwarded to Human Resources. Prior to approval, Human Resources will ensure that the proposed schedule is in compliance with the Fair Labor Standards Act (FLSA). If approved, the individual will work with Human Resources and the department to implement the approved schedule. If the application is not approved, the written decision will include the reasons for the decision.

The decision should be considered final. Should circumstances change significantly, the employee may submit a new request, which includes the justification for reconsideration.

9.12.03 Trial Period All approved applications will be implemented for a trial period, not to exceed three months. At the conclusion of three months, the department director and Human Resources will reevaluate the situation, and will recommend whether the alternative work schedule should or should not be continued.

At the conclusion of the trial period, the involved department director may discontinue the alternative work schedule then or at any later time, providing a thirty day written notice to the employee, and including reasons for the discontinuation. If the alternative work schedule is discontinued, the employee may submit a new application if circumstances (of the employee, the department, or position) change significantly.

9.12.04 Accruing and Using Sick and Vacation Leave and Holiday Pay Sick leave and vacation leave will continue to accrue at the regular rate. When an employee takes a full day of sick or vacation leave, the time charged will be equivalent to the full number of hours the employee was scheduled to work. This compensates for actual time absent for regularly scheduled work hours. When a paid holiday falls on an employee's regularly scheduled work day, the employee will be paid eight hours of holiday pay. If the regularly scheduled work day is greater than 8 hours, the employee is required to use either vacation,

compensatory time earned, or personal holiday to make up for the additional time the employee was scheduled to work in excess of the 8 hours of holiday pay.

9.12.05 Standards Employees will schedule personal appointments (doctor, dentist, etc.) on their scheduled day off, whenever possible. Employees may be asked to fill in on their regularly scheduled day off for employees who are absent *and such employees shall be compensated at his/her appropriate rate of pay.* Supervisors and employees will provide as much advance notice as possible and will be flexible in working out an alternative schedule for the employee asked to work on their regular day off.

ARTICLE 10 - WAGES

10.01 Employees are paid on the 5th and the 20th of the month. If the regular payday occurs on a Saturday, Sunday, or a holiday, employees is paid on the last working day before the regular payday.

10.02 Wages shall be set forth in Addendum A. The salary schedule will reflect no less than the following wage increases over each previous year:

1/1/2017	2.0%
1/1/2018	2.0%
1/1/2019	2.0%

10.03 Employees cost of living and merit “step” increase (assuming positive performance) wage increases will be applied on January 1st of each year.

10.04 Employees who discover a mistake in their paycheck, lose their paycheck, or have it stolen should notify their supervisor immediately. In the case of a mistake made by the City the error will be remedied promptly.

10.04.01 Errors, which overpay the employee, shall be corrected within six (6) months of their discovery by either the employee or the City. If necessary, and whenever possible, the overpayment can be paid back to the City in installments. Repayment schedules shall not extend beyond the end of the year in which the overpayment was made.

10.05 It is agreed by the parties hereto that should a state or federal agency require changes to be made in the manner in which wages are computed and paid pursuant to this Section 10.02 that such required changes will be implemented. Employer agrees to give the Union immediate notice of any required changes and further agrees to meet and discuss with Union the effect of such required changes and further agrees to provide notice of any such requirements immediately upon receipt from the state or federal agency.

10.06 If any employee is temporarily shifted for a period of ten (10) or more working days to any other position, union or non-represented, paying a higher wage than the rate of the employee’s regular position, the employee shall be paid at step one of the wage scale for the position whose wage they are assuming, or a minimum of a 6% increase, whichever is greater. The employee must be able to assume the majority of the duties of the higher classification and have the education and/or

certificate requirements stated in the job description. No employee shall be subject to censure when assigned to a position for which the employee has not been properly trained. In the event any employee is temporarily shifted for the City's convenience to a position paying a lesser wage than the rate for the employee's regular position, no reduction in the employee's wage shall be made, but in case the employee's services are not required in the employee's class of employment, the City may, with the employee's consent, instead of laying the employee off, transfer the employee to another job which is vacant and pay the employee the regular rate for that position. If the former position is renewed, the City shall automatically reinstate the employee in the employee's former position.

- 10.07 Longevity pay shall start after five (5) years employment at the rate of two dollars (\$2.00) per month for every year worked to a maximum of twenty (20) years. After five (5) years, longevity pay would be ten dollars (\$10.00) with two dollars (\$2.00) per month added every year until a total of forty dollars (\$40.00) longevity per month is reached.
- 10.08 Shift differential pay shall be added to the basic monthly wage of any water treatment plant operators assigned to a regular shift between the hours of 4:00 p.m. and 12:00 a.m. at the rate of fifty-four cents (\$.54) per hour in addition to their minimum straight-time hourly rate of pay. Between the hours of 12:01 a.m. and 8:00 a.m. an employee shall receive seventy-four cents (\$.74) per hour in addition to their minimum straight-time hourly rate of pay.
- 10.09 Progression through the Proficiency Levels of a salary range will be based upon the employee's satisfactory performance as rated in the yearly performance evaluation in connection with time in a job classification. Each employee will be eligible for and receive a yearly evaluation in December of each year, for a step increase (if appropriate) to be effective on January 1st each year.
- 10.10 For the water and wastewater plants, progression between levels is tied to an employee's experience and level of certification as outlined in the job description.
- 10.11 Teamsters employees who were classified as a Water Treatment Plant Operator IV prior to January 1, 2017 will be grandfathered into a wage scale that is 9% higher than the Water Treatment Plant Operator III wage scale. (Wage scale will reflect the level IV classification but state that it only applies to employees who are city employees who were level IV operators on or before 12/31/2016.)
- 10.12 WTP and WWTP Operators shall be responsible for carrying cell phones during their off-duty hours to accommodate the services of the City.
- 10.12 Effective January 1, 2014 WTP and WWTP operators shall be compensated two dollars and forty cents (\$2.40) per hour for on call pay. The "on-call" pay serves to compensate the employees for being available to receive telephone directions that may be required. Management shall determine which operators are qualified and shall assign the qualified operators to the "on-call" schedule as necessary. As the employees assigned to the "on-call" schedule are not confined to their homes or to any particular place, but may come and go as they please, provided they carry cell phones that allow them to be reached, the hours spent "on-call" are not to be considered as hours worked. The City reserves the right to suspend or

discontinue the "on-call" system. On call operators must be fit for duty and able to respond to the assigned facility within 60 minutes.

- 10.13 **Lead Assignment:** An employee selected by the City to act as a lead, shall receive a 9% premium above the base wage.

ARTICLE 11 - HEALTH AND WELFARE

1) Medical Insurance Plans

- (a) The City will provide employees with the following plans: AWC Healthfirst High Deductible Health Plan, Group Health Cooperative High Deductible Health Plan, AWC Healthfirst \$250 plan, or Group Health Access PPO, all as offered through the Association of Washington Cities Benefit Trust.

2) Medical Plan Transition

- (a) In consideration of healthcare plan changes, employees hired no later than January 1, 2017 (i.e. grandfathered employees) will receive a \$109.00 monthly stipend. This benefit will go into effect at the 1st of the month coinciding with plan change enrollment.
- (b) For employees choosing the HealthFirst \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents.
- (c) For employees choosing the Group Health PPO \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents. The City will share fifty percent (50%) of the premium cost savings difference between the Group Health PPO \$250 plan and the Healthfirst \$250 plan to be paid on each pay period.
- (d) In 2017, 2018, and 2019, the City will pay 100% of the premium costs of medical insurance for employees and their dependents who select an AWC High Deductible Health Plan.
- (e) For employees enrolled on an AWC High Deductible Health Plan, the City will contribute fifty percent (50%) of the premium cost savings between the AWC High Deductible Plan and the Healthfirst \$250 plan to be contributed into the employee's HSA on each pay period.
- (f) An employee may elect to have up to \$1000 (employee only) or \$2000 (family) cashed out from accrued vacation and transferred into the HSA on the January 5 payday so long as the employee's vacation balance does not fall below 40 hours. The IRS determines the inflation adjusted HSA contribution maximum.
- (g) For employees enrolled on **Dual Insurance**, the employee will receive an incentive equivalent to 50% of the Group Health Access PPO Healthcare premiums that the City would otherwise contribute to health insure the dependents.

3. Dental Insurance. The City agrees to provide dental insurance for employees and their dependents. The City shall pay 100% of the premium for dental coverage. The dental insurance plan in effect at the time of this Agreement is Washington Dental Service Plan E, as offered through the Association of Washington Cities.

4. Orthodontia Insurance. The City agrees to pay 100% of the premium for orthodontia coverage for the employee's dependent children. The orthodontia plan in effect at the time of this Agreement is Washington Dental Service Plan IV, as offered through the Association of Washington Cities.

5. Vision Insurance. The City agrees to pay 100% of the premium for a separate vision plan for employees and their dependents. The vision plan in effect at the time of this Agreement is Vision Service \$10 copay Plan, as offered through the Association of Washington Cities.

6. Life Insurance. The City agrees to pay 100% of the premium for a group term life, accidental death and dismemberment insurance policy for each employee in the amount \$10,000 and \$1000 for dependents 6 months and older as offered through the Association of Washington Cities. The life plan in effect at the time of this Agreement is through Standard as offered through the Association of Washington Cities.

7. Short Term Disability. The City agrees to pay 100% of the premium for a group short term disability insurance policy. The short term disability plan in effect at the time of this Agreement is with Sun Life.

8. Any changes required by the provider of insurance coverage that are beyond control of the City shall be implemented. These include, but are not limited to changes in required copays, deductibles, and plan administration procedures. The City shall give the Union notice of the proposed changes at least 60 days before the effective date, or as much time is reasonably practicable, and an opportunity for input before the changes are finalized and to bargain any impact.

9. Part-time Employees:

Regular part time employees hired after January 1, 2014 and who are classified as 50% - 79% FTE are eligible for their FTE equivalent of the employee-only medical insurance premiums provided by the City. Regular part time employees have the option of enrolling eligible dependents on the City's medical insurance plan during open enrollment or for a qualifying event; however, the employee is responsible for dependent's premium expenses.

Regular part time employees hired prior to December 31, 2013 who are classified as 50%-79% FTE are eligible for health insurance coverage once the employee has worked one thousand forty (1,040) hours within a twelve (12) month period from the date of hire. Health insurance coverage includes medical, dental, vision, and drug coverage for the employee only. Regular part time employees have the option of enrolling eligible dependents on the City's medical insurance plan during open enrollment or for a

qualifying event; however, the employee is responsible for dependent's premium expenses.

ARTICLE 12 - HOLIDAYS

12.01 The following shall be considered holidays:

New Year's Day	January 1st
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	First Monday of September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Day immediately following Thanksgiving
Christmas Day	December 25th

A holiday shall be deemed to start at twelve o'clock (12:00) a.m. on the day of the holiday and end at eleven fifty-nine (11:59) p.m. on the day of the holiday.

- 12.02 In addition to the ten (10) designated holidays above, the employee may take additional three (3) personal days (at eight (8) hours each) of the employee's choosing to be taken at straight-time compensation, subject to the department requirements and subject to one (1) week written notice given to the department head prior to the requested personal day; and any day designated by public proclamation of the chief executive of the state as a legal holiday.
- 12.03 If any of the stated holiday dates are changed by the state legislature, said change would be affected in this Agreement. The City may declare or affirm other days as holidays for its employees as long as it does not reduce, in number, the currently negotiated total.
- 12.04 **Non-Shift Workers:** When a holiday falls on Saturday, the preceding Friday shall be declared the legal holiday. When a holiday falls on Sunday, the following Monday shall be declared the legal holiday.
- 12.05 **Shift Workers:** Where a holiday falls on their scheduled day off employees shall be paid their regular salary plus eight (8) hours at the minimum straight-time hourly rate of pay. Shift workers have the actual day the holiday falls on.
- 12.06 For holiday callouts, refer to Article 9.10.02.
- 12.07 Full-time employees shall have their personal days pro-rated in the event of their termination. Those personal days used but not accrued will be deducted from their final paycheck.
- 12.08 **Holidays Worked** Employees who work on an observed holiday or shift workers who work on an actual holiday shall receive overtime for their hours worked in addition to straight time holiday pay.

- 12.09 Full-time employees are eligible to receive their regular rate of pay for each observed holiday. Part-time employees who are scheduled to work at least 20 hours per week (1,040 per year) are entitled to holidays. The amount of holiday pay is determined on the same basis as for full-time employees, but is based on the employee's full time equivalency (FTE) budget allocation. For example, an employee allocated at sixty-five (65%) percent FTE will receive five point two (5.2) hours of holiday pay on each City approved holiday. Temporary employees and employees on unpaid leaves of absence or on layoff are not eligible to receive holiday pay.

ARTICLE 13 - VACATION LEAVE

- 13.01 Vacation leave with full pay shall accrue per month and per year to all full-time employees as follows:

Service Period	Vacation Accrual	Maximum Accrual
First month through 48 months	8 hours per month	176 hours
Months 49 through 108	10 hours per month	200 hours
Months 109 through 168	14 hours per month	240 hours
169 months and beyond	17 hours per month	240 hours

- 13.02 Vacation leave shall be taken at times when it will least interfere with the work of the Employer. The Employer shall determine the period, by seniority, when leave may be taken, subject to the right of the Union to discuss the matter with the Employer. Once the Employer has approved a vacation request in writing, the time shall not be canceled except in the case of emergency.
- 13.03 Vacation leave shall be computed exclusive of holidays or sick leave testified to by a physician's written statement.
- 13.04 Part-time employees who are scheduled to work at least twenty (20) hours per week one thousand forty (1,040) hours per year are entitled to vacation on a pro-rata basis. The length of the vacation will be determined on the same basis as for full-time employees but part-time employees shall earn vacation leave hours proportionate to the number of hours they regularly work in a month. Part-time employees working less than twenty (20) hours per week and temporary employees do not receive paid vacation.

ARTICLE 14 – SICK LEAVE

- 14.01 Each full-time employee shall accrue eight (8) hours of sick leave per calendar month. The maximum accrual is one thousand four hundred forty (1440) hours. Part-time employees shall earn sick leave hours proportionate to the number of hours they regularly work in a month. For example, a part-time employee working twenty (20) hours per week would be eligible for one half (1/2) the paid time-off that a full-time employee receives.
- 14.02 Sick leave cannot be taken before it is accrued.

- 14.03 Notification: Notification of absence due to sickness shall be given to the employee's immediate supervisor or department head four (4) hours prior to start of shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered as an absence without pay and may subject the employee to discipline as well.
- 14.04 Medical Verification. The City may, at its discretion, require an employee to submit a physician's verification of illness following three (3) days or more of absence.
- 14.05 Medical Examination. Additionally the City may, at its discretion, require an employee seeking to utilize sick leave to submit at any time during such leave to an examination by a doctor or nurse designated by the City, at the City's expense, except that any required examination of the employee during the period the employee is sick shall, if so requested by the employee, be at the employee's residence if the employee is too sick to travel.
- 14.06 Abuse of Sick Leave: Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline up to and including discharge for a repeated occurrence at the discretion of the City.
- 14.07 Union Cooperation: The Union agrees that abuse of sick leave is a serious matter and the Union shall join the City in locating and reporting abuse of sick leave whenever or wherever it may occur.
- 14.08 Multiple Benefits: Sick leave is intended for use in cases of actual illness or injury. In case of any illness or injury which is covered by the State Industrial Insurance Act or any other state or federal act whereby benefits are paid to an employee for sickness or injury, sick benefits herein provided shall apply; provided, however, that in no case shall the total of all such benefits exceed the employee's scheduled straight-time pay.
- 14.09 Unused Sick Leave & Reimbursement
Upon retirement, employees are eligible for reimbursement of a portion of their unused sick leave proportionate to their sick leave balance:

Sick Leave Balance at Retirement	Percent Reimbursement
0-800 hours	0%
801-1251 hours	18%
1251-1440 hours	25%

ARTICLE 15 - FUNERAL LEAVE

- 15.01 In the event of the death of an employee's immediate family member, time off with pay for the employee's regular scheduled workday will be granted to regular full time employees. The phrase "immediate family" for the purposes of the bereavement includes the employee's spouse (or domestic partner), brother, sister, father, mother, stepfather, stepmother, grandparent, grandchildren,

children, stepchildren, father-in-law, mother-in-law, grandparent-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.

- 15.02 Three (3) consecutive days off with pay will be approved to attend the funeral or memorial service (maximum twenty-four (24) hours).
- 15.03 Two (2) additional consecutive days off with pay will be approved for travel from the employee's home to the funeral or memorial service if the travel exceeds two hundred (200) miles each way (maximum sixteen (16) hours).
- 15.04 Regular part-time employees who are scheduled to work twenty (20) or more hours per week are eligible to receive Bereavement Leave. The amount of leave allowed will be based on a pro rata basis that relates the average number of hours per week worked to a regular forty (40) hour week. For example, a part-time employee working twenty (20) hours per week would be eligible for one half (1/2) the paid time-off that a full-time employee receives.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 Employees desiring a leave of absence must submit their request for such leave in writing within a reasonable period of time prior to its commencement. The City must approve all leaves of absence, in writing. Employees shall not accrue sick leave or vacation during such approved leave of absence.

ARTICLE 17 - GRIEVANCE PROCEDURE

- 17.01 Any disputes or claims of wrongful action on the part of the Employer, which may arise under this Agreement, including interpretation and application of this Agreement, shall be settled as stated in this Article. A bargaining unit member who is the subject of disciplinary action, including oral reprimand, written reprimand or discharge and who feels such action is improper, may appeal to the Union within ten (10) business days of the reprimand or discharge. New probationary employees may not contest discipline or termination decisions through the grievance procedure.

Union Defined: For the purpose of this article, Union shall mean, Secretary-Treasurer, Business Representative, and/or Shop Steward.

Business Day Defined: For the purpose of this article, a calendar day shall be exclusive of Saturdays, Sundays and holidays.

- 17.02 A grievance filed against the City shall be processed in the following manner:

Step 1: Any employee and/or steward who have a grievance shall present the grievance to the immediate supervisor, either orally or in writing. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant and Union within ten (10) business days after the grievance is presented. Every effort shall be made to settle the grievance at Step 1.

Step 2: If the grievance is not settled at Step 1, then it shall be submitted in writing to the department head or designee. The grievance shall contain a complete statement of the facts, the contractual provisions allegedly violated, and the relief requested. The department head or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and Union if requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the department head or designee shall provide a written response to the grievant and Union, within ten (10) business days following their meeting.

Step 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Mayor within ten (10) business days after receipt of the City answer in Step 2. Thereafter, the Mayor or designee and the department head or designee, shall meet with the grievant and Union within ten (10) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Mayor or designee shall submit a written answer to the Union within ten (10) business days following the meeting.

Step 4: Arbitration: If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the written answer as provided to the Union at Step 3.

The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of ten (10) arbitrators from which list the arbitrator shall be selected by the Union and the Employer alternately striking one (1) name from the list until only one (1) name shall remain.

More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

Any decision rendered by the arbitrator will be final and binding upon all parties.

The fees and expenses of the arbitrator and all other mutually incurred expenses of the arbitration shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Limitations on Authority of Arbitrator: Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement.

17.03 Reinstatement: In the case of reinstatement, no time loss or salary reduction will be made, nor will any seniority be taken away from the employee.

- 17.04 If a grievance is not appealed to the next step, by the Union, within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE 18 – EQUIPMENT AND SAFETY

- 18.01 Tools: The City will supply hand tools to equipment mechanics for on-the-job usage. The City agrees, at its discretion, to replace tools that are broken or damaged on the job.
- 18.02 Rain gear: Shall be provided by the City for outside workers as deemed necessary by the supervisor.
- 18.03 Boots: The City will contribute into an account a boot allowance of five dollars (\$5.00) per pay period for the positions listed in 18.03.01. The boot allowance account balance shall be capped at \$240. Employees will submit a receipt for their boots and it will be drafted from their account balance or if the employee prefers they may select from one of the City's pre-approved boot vendors. A voucher with the amount the vendor can invoice to the city (not to exceed the balance in the employee's account at the time of purchase). Any overages beyond the account balance will be the employee's responsibility.

The City will allow a new employee to purchase boots using a one-time draft of up to \$120.00. If the probationary employee is separated from the City, all costs of the boots will be recovered from the final paycheck, less any amounts already accrued to the boot allowance.

18.03.01 The City agrees to furnish steel-toed boots for the following positions:

Building Inspector
Engineering Technician
Equipment Mechanic
Park Maintenance Worker
Sanitation Worker
Service Mechanic
Street Maintenance Worker
Waste Water Treatment Plant Operator
Water Maintenance Worker
Water Treatment Plant Instrumentation Maintenance Technician
Water Treatment Plant Operator

- 18.03.02 Employees shall be held accountable for the boots assigned to the employee by the City. Boots lost or destroyed on the job shall be replaced by the City where said loss or destruction was incurred as a direct result of an occurrence not due to the employee's intentional act or negligence. The employee shall replace boots assigned to an employee that are lost or mutilated as a direct result of the employee's

negligence. The employee shall replace boots lost or mutilated off the job.

ARTICLE 19 - WORK CONTINUATION

19.01 The Union recognizes that the Employer is engaged in a vital public service requiring continuous operation and, hence, recognizes its obligation, together with the Employer to work toward continuous service to the City during the term of this Agreement in strict compliance with RCW 41.56.120.

ARTICLE 20 - FRINGE BENEFITS

20.01 The Employer shall provide the Union with designated space on an available bulletin board at each work building. The Union may post its notices, of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board. The Union shall provide a copy of all postings to the Employer at least two (2) hours prior to posting, unless approved for immediate posting by the department head. The Union will remove dated material. All costs incident to preparing and posting of Union material will be borne by the Union and the union will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion.

20.02 Prior to the City contracting out for any services presently provided by bargaining unit employees, the City will meet with the Union to discuss the issue. If, however, the City elects to privatize any utility, the affected employees will be given four (4) week's notice.

20.03 Should the City contract out any services, presently provided by bargaining unit employees, the City will make a good faith effort to relocate these employees within the bargaining unit, and in the event is unable to do so, the City agrees to provide severance pay for each laid-off/terminated employee in the following manner:

<u>Years of Service</u>	<u>Severance Pay</u>
00 – 04	4 weeks
05 – 09	5 weeks
10+	6 weeks

However, if the awarded contractor hires these same employees, the severance pay will be waived.

20.04 The City agrees to furnish breakroom supplies for the bargaining unit employees, including coffee, tea, and hot chocolate mix.

ARTICLE 21 - DRUG AND ALCOHOL TESTING

21.01 It is the intent of the City and the Union to maintain a workplace that is free from the effects of drug and alcohol abuse. Therefore, no employee shall unlawfully manufacture, distribute, dispense, possess or use any illegal controlled substance or alcohol in any City workplace. Nor shall any employee report to work or work under the influence of alcohol or an illegal controlled substance. A sustained finding will result in disciplinary action, up to and including dismissal.

Employees must report their use of over-the-counter or prescribed medications to their supervisor if the use might impair their ability to perform their job safely and effectively. A determination will then be made as to whether the employee should be able to perform the essential functions of the job safely and properly.

Union Members follow the city's drug and alcohol testing policies and procedures found in the most current personnel policies.

- 21.02 **Union Held Harmless:** The City assumes the sole responsibility for the administration of this Policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement related to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol-testing program.
- 21.03 **Conflict With Other Law:** This Article is not intended to supersede or waive any constitutional or other rights that employee may be entitled to under federal, state or local statutes.

ARTICLE 22 – COMPLETE AGREEMENT CLAUSE

- 22.01 The Employer and the Union acknowledge, that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement shall constitute the sole agreement between the parties and no other stipulation, understanding or past practice shall qualify its terms; provided, however, this Agreement shall be subject to modification by mutual written agreement of the parties hereto.

ARTICLE 23 – TERM OF AGREEMENT

- 23.01 If an article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction or renegotiated for the purpose of adequate replacement.
- 23.02 All terms and conditions specified within this Agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one (1) year from the termination date stated in this Agreement. Thereafter, the Employer may unilaterally implement according to law.
- 23.03 This Agreement shall become effective on January 1, 2017 following ratification, and shall remain in full force and effect until and through December 31, 2019. Should any party desire to change, modify or terminate the Agreement, written notice must be given to the other party at least sixty (60) days prior to December 31, 2019. In the event of written notice of a desire to change or modify the Agreement by either or both parties, negotiations shall commence without undue delay. Written notice by either party of a desire to change or modify the Agreement prior to sixty (60) days prior to December 31, 2019, is subject to negotiations by mutual agreement only.

EXECUTED THIS 6th DAY of FEBRUARY, 2017.

Rich Ewing
Secretary-Treasurer

Laurie M. Gere
Mayor

Jennifer Thompson
Business Representative

Emily Schuh
Administrative Services Director

ATTEST

Steve Heglund
City Clerk/Treasurer

ADDENDUM A- SALARY SCHEDULE Effective 1/1/2017

1/1/2017 2.0% COLA Adjustment to Wage Scale		Monthly Rate 1.03					Hourly Rate					Annual Salary				
Position	3.0% between each level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
Level 11		3,294.79	3,393.64	3,495.45	3,600.31	3,708.32	19.01	19.58	20.17	20.77	21.39	\$19,537.53	\$40,723.65	\$41,945.36	\$43,203.72	\$44,499.83
Level 12		3,393.64	3,495.45	3,600.31	3,708.32	3,819.57	19.58	20.17	20.77	21.39	22.04	\$40,723.65	\$41,945.36	\$43,203.72	\$44,499.83	\$45,834.83
Custodian/ Department Secretary I		3,495.45	3,600.31	3,708.32	3,819.57	3,934.16	20.17	20.77	21.39	22.04	22.70	\$41,945.36	\$43,203.72	\$44,499.83	\$45,834.83	\$47,209.87
Level 14		3,600.31	3,708.32	3,819.57	3,934.16	4,052.18	20.77	21.39	22.04	22.70	23.38	\$43,203.72	\$44,499.83	\$45,834.83	\$47,209.87	\$48,626.17
Permit Tech I		3,708.32	3,819.57	3,934.16	4,052.18	4,173.75	21.39	22.04	22.70	23.38	24.08	\$44,499.83	\$45,834.83	\$47,209.87	\$48,626.17	\$50,084.95
Accounting Technician I; Court Clerk		3,819.57	3,934.16	4,052.18	4,173.75	4,298.96	22.04	22.70	23.38	24.08	24.80	\$45,834.83	\$47,209.87	\$48,626.17	\$50,084.95	\$51,587.50
Level 17		3,934.16	4,052.18	4,173.75	4,298.96	4,427.93	22.70	23.38	24.08	24.80	25.55	\$47,209.87	\$48,626.17	\$50,084.95	\$51,587.50	\$53,135.13
Department Secretary II		4,052.18	4,173.75	4,298.96	4,427.93	4,560.77	23.38	24.08	24.80	25.55	26.31	\$48,626.17	\$50,084.95	\$51,587.50	\$53,135.13	\$54,729.18
Level 19		4,173.75	4,298.96	4,427.93	4,560.77	4,697.59	24.08	24.80	25.55	26.31	27.10	\$50,084.95	\$51,587.50	\$53,135.13	\$54,729.18	\$56,371.06
WTP OIT, WWTP OIT		4,298.96	4,427.93	4,560.77	4,697.59	4,838.52	24.80	25.55	26.31	27.10	27.91	\$51,587.50	\$53,135.13	\$54,729.18	\$56,371.06	\$58,062.19
Administrative Assistant, Contract Specialist		4,427.93	4,560.77	4,697.59	4,838.52	4,983.67	25.55	26.31	27.10	27.91	28.75	\$53,135.13	\$54,729.18	\$56,371.06	\$58,062.19	\$59,804.05
Accounting Technician II; Permit Technician II		4,560.77	4,697.59	4,838.52	4,983.67	5,133.18	26.31	27.10	27.91	28.75	29.61	\$54,729.18	\$56,371.06	\$58,062.19	\$59,804.05	\$61,598.18
Engineering Technician I; Land Use/Permit Manager; Park Maintenance Worker; PW Inspector; Recreation Coordinator; Sanitation Worker; Street/Sewer Worker; Water Maintenance Worker; Water Utilities Worker; WTP I; WWTP I; WTP Instrumentation Maintenance Technician		4,697.59	4,838.52	4,983.67	5,133.18	5,287.18	27.10	27.91	28.75	29.61	30.50	\$56,371.06	\$58,062.19	\$59,804.05	\$61,598.18	\$63,446.12
Level 113		4,838.52	4,983.67	5,133.18	5,287.18	5,445.79	27.91	28.75	29.61	30.50	31.42	\$58,062.19	\$59,804.05	\$61,598.18	\$63,446.12	\$65,349.51
Building Inspector; Engineering Technician II		4,983.67	5,133.18	5,287.18	5,445.79	5,609.17	28.75	29.61	30.50	31.42	32.36	\$59,804.05	\$61,598.18	\$63,446.12	\$65,349.51	\$67,309.99
Equipment Mechanic; WTP II; WWTP II		5,133.18	5,287.18	5,445.79	5,609.17	5,777.44	29.61	30.50	31.42	32.36	33.33	\$61,598.18	\$63,446.12	\$65,349.51	\$67,309.99	\$69,329.29
Level 117		5,287.18	5,445.79	5,609.17	5,777.44	5,950.76	30.50	31.42	32.36	33.33	34.33	\$63,446.12	\$65,349.51	\$67,309.99	\$69,329.29	\$71,409.17
Building Plans Examiner; Engineering Technician III; GIS Coordinator I; Park Maintenance Foreperson		5,445.79	5,609.17	5,777.44	5,950.76	6,129.29	31.42	32.36	33.33	34.33	35.36	\$65,349.51	\$67,309.99	\$69,329.29	\$71,409.17	\$73,551.44
Level 119		5,609.17	5,777.44	5,950.76	6,129.29	6,313.17	32.36	33.33	34.33	35.36	36.42	\$67,309.99	\$69,329.29	\$71,409.17	\$73,551.44	\$75,757.99
WTP III; WWTP III		5,777.44	5,950.76	6,129.29	6,313.17	6,502.06	33.33	34.33	35.36	36.42	37.51	\$69,329.29	\$71,409.17	\$73,551.44	\$75,757.99	\$78,030.73
Level 121		5,950.76	6,129.29	6,313.17	6,502.06	6,697.64	34.33	35.36	36.42	37.51	38.64	\$71,409.17	\$73,551.44	\$75,757.99	\$78,030.73	\$80,371.65
Engineering Technician IV; GIS Coordinator II; Senior Planner; WTP IV (limited to level IV operators in class by 12/31/16)		6,129.29	6,313.17	6,502.06	6,697.64	6,898.57	35.36	36.42	37.51	38.64	39.80	\$73,551.44	\$75,757.99	\$78,030.73	\$80,371.65	\$82,782.80
Level 123		6,313.17	6,502.06	6,697.64	6,898.57	7,105.52	36.42	37.51	38.64	39.80	40.99	\$75,757.99	\$78,030.73	\$80,371.65	\$82,782.80	\$85,266.28
Level 124		6,502.06	6,697.64	6,898.57	7,105.52	7,318.69	37.51	38.64	39.80	40.99	42.22	\$78,030.73	\$80,371.65	\$82,782.80	\$85,266.28	\$87,824.27
Level 125		6,697.64	6,898.57	7,105.52	7,318.69	7,538.25	38.64	39.80	40.99	42.22	43.49	\$80,371.65	\$82,782.80	\$85,266.28	\$87,824.27	\$90,459.00
Level 126		6,898.57	7,105.52	7,318.69	7,538.25	7,764.40	39.80	40.99	42.22	43.49	44.79	\$82,782.80	\$85,266.28	\$87,824.27	\$90,459.00	\$93,172.77
Level 127		7,105.52	7,318.69	7,538.25	7,764.40	7,997.33	40.99	42.22	43.49	44.79	46.14	\$85,266.28	\$87,824.27	\$90,459.00	\$93,172.77	\$95,967.95
Level 128		7,318.69	7,538.25	7,764.40	7,997.33	8,237.25	42.22	43.49	44.79	46.14	47.52	\$87,824.27	\$90,459.00	\$93,172.77	\$95,967.95	\$98,846.99
Level 129		7,538.25	7,764.40	7,997.33	8,237.25	8,484.37	43.49	44.79	46.14	47.52	48.95	\$90,459.00	\$93,172.77	\$95,967.95	\$98,846.99	\$101,812.40
Level 130		7,764.40	7,997.33	8,237.25	8,484.37	8,738.90	44.79	46.14	47.52	48.95	50.42	\$93,172.77	\$95,967.95	\$98,846.99	\$101,812.40	\$104,866.77
Level 131		7,997.33	8,237.25	8,484.37	8,738.90	9,001.06	46.14	47.52	48.95	50.42	51.93	\$95,967.95	\$98,846.99	\$101,812.40	\$104,866.77	\$108,012.78
Level 132		8,237.25	8,484.37	8,738.90	9,001.06	9,271.10	47.52	48.95	50.42	51.93	53.49	\$98,846.99	\$101,812.40	\$104,866.77	\$108,012.78	\$111,253.16
Level 133		8,484.37	8,738.90	9,001.06	9,271.10	9,549.23	48.95	50.42	51.93	53.49	55.09	\$101,812.40	\$104,866.77	\$108,012.78	\$111,253.16	\$114,590.75
Level 134		8,738.90	9,001.06	9,271.10	9,549.23	9,835.91	50.42	51.93	53.49	55.09	56.74	\$104,866.77	\$108,012.78	\$111,253.16	\$114,590.75	\$118,028.48
Level 135		9,001.06	9,271.10	9,549.23	9,835.91	10,130.76	51.93	53.49	55.09	56.74	58.45	\$108,012.78	\$111,253.16	\$114,590.75	\$118,028.48	\$121,569.33

ADDENDUM A- SALARY SCHEDULES effective 1/1/2018

1/1/2018 2.0% COLA Adjustement to Wage Scale																
Monthly Rate 1.03																
Hourly Rate																
Annual Salary																
Position	3.0% between each level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
	Level T1	3,360.69	3,461.51	3,565.36	3,672.32	3,782.49	19.93	19.97	20.57	21.19	21.82	\$40,326.26	\$41,338.13	\$42,384.27	\$43,467.80	\$44,589.83
Custodian; Department Secretary I	Level T2	3,461.51	3,565.36	3,672.32	3,782.49	3,895.96	19.97	20.57	21.19	21.82	22.48	\$41,338.13	\$42,384.27	\$43,467.80	\$44,589.83	\$45,751.53
	Level T3	3,565.36	3,672.32	3,782.49	3,895.96	4,012.84	20.57	21.19	21.82	22.48	23.15	\$42,384.27	\$43,467.80	\$44,589.83	\$45,751.53	\$46,954.08
	Level T4	3,672.32	3,782.49	3,895.96	4,012.84	4,133.22	21.19	21.82	22.48	23.15	23.85	\$43,467.80	\$44,589.83	\$45,751.53	\$46,954.08	\$48,198.70
Permit Tech I	Level T5	3,782.49	3,895.96	4,012.84	4,133.22	4,257.22	21.82	22.48	23.15	23.85	24.56	\$44,589.83	\$45,751.53	\$46,954.08	\$48,198.70	\$49,490.66
Accounting Technician I; Court Clerk	Level T6	3,895.96	4,012.84	4,133.22	4,257.22	4,384.94	22.48	23.15	23.85	24.56	25.30	\$45,751.53	\$46,954.08	\$48,198.70	\$49,490.66	\$50,829.26
	Level T7	4,012.84	4,133.22	4,257.22	4,384.94	4,516.49	23.15	23.85	24.56	25.30	26.06	\$46,954.08	\$48,198.70	\$49,490.66	\$50,829.26	\$52,219.84
Department Secretary II	Level T8	4,133.22	4,257.22	4,384.94	4,516.49	4,651.98	23.85	24.56	25.30	26.06	26.84	\$48,198.70	\$49,490.66	\$50,829.26	\$52,219.84	\$53,663.77
	Level T9	4,257.22	4,384.94	4,516.49	4,651.98	4,791.54	24.56	25.30	26.06	26.84	27.64	\$49,490.66	\$50,829.26	\$52,219.84	\$53,663.77	\$55,169.48
WTP OIT, WWTP OIT	Level T10	4,384.94	4,516.49	4,651.98	4,791.54	4,935.29	25.30	26.06	26.84	27.64	28.47	\$50,829.26	\$52,219.84	\$53,663.77	\$55,169.48	\$56,733.44
	Level T11	4,516.49	4,651.98	4,791.54	4,935.29	5,083.35	26.06	26.84	27.64	28.47	29.33	\$52,219.84	\$53,663.77	\$55,169.48	\$56,733.44	\$58,358.00
Administrative Assistant, Contract Specialist	Level T12	4,651.98	4,791.54	4,935.29	5,083.35	5,235.05	26.84	27.64	28.47	29.33	30.21	\$53,663.77	\$55,169.48	\$56,733.44	\$58,358.00	\$60,039.15
Accounting Technician II; Permit Technician II	Level T13	4,791.54	4,935.29	5,083.35	5,235.05	5,392.92	27.64	28.47	29.33	30.21	31.11	\$55,169.48	\$56,733.44	\$58,358.00	\$60,039.15	\$61,775.05
Engineering Technician I; Land Use Permit Manager; Park Maintenance Worker; PW Inspector; Recreation Coordinator; Sanitation Worker; Street/Sewer Worker; Water Maintenance Worker; Water Utilities Worker; WTP I; WWTP I; WTP Instrumentation Maintenance Technician	Level T14	4,935.29	5,083.35	5,235.05	5,392.92	5,554.71	28.47	29.33	30.21	31.11	32.05	\$56,733.44	\$58,358.00	\$60,039.15	\$61,775.05	\$63,566.50
	Level T15	5,083.35	5,235.05	5,392.92	5,554.71	5,721.35	29.33	30.21	31.11	32.05	33.01	\$58,358.00	\$60,039.15	\$61,775.05	\$63,566.50	\$65,415.88
Building Inspector; Engineering Technician II	Level T16	5,235.05	5,392.92	5,554.71	5,721.35	5,892.99	30.21	31.11	32.05	33.01	34.00	\$60,039.15	\$61,775.05	\$63,566.50	\$65,415.88	\$67,323.44
	Level T17	5,392.92	5,554.71	5,721.35	5,892.99	6,069.78	31.11	32.05	33.01	34.00	35.02	\$61,775.05	\$63,566.50	\$65,415.88	\$67,323.44	\$69,289.09
Building Plans Examiner; Engineering Technician III; GIS Coordinator & Park Maintenance Foreperson	Level T18	5,554.71	5,721.35	5,892.99	6,069.78	6,251.87	32.05	33.01	34.00	35.02	36.07	\$63,566.50	\$65,415.88	\$67,323.44	\$69,289.09	\$71,313.36
	Level T19	5,721.35	5,892.99	6,069.78	6,251.87	6,439.43	33.01	34.00	35.02	36.07	37.15	\$65,415.88	\$67,323.44	\$69,289.09	\$71,313.36	\$73,399.35
WTP II; WWTP II	Level T20	5,892.99	6,069.78	6,251.87	6,439.43	6,632.61	34.00	35.02	36.07	37.15	38.27	\$67,323.44	\$69,289.09	\$71,313.36	\$73,399.35	\$75,549.35
	Level T21	6,069.78	6,251.87	6,439.43	6,632.61	6,831.39	35.02	36.07	37.15	38.27	39.41	\$69,289.09	\$71,313.36	\$73,399.35	\$75,549.35	\$77,769.09
Engineering Technician IV; GIS Coordinator II; Senior Planner; WTP IV (limited to level IV operators in class by 12/31/16)	Level T22	6,251.87	6,439.43	6,632.61	6,831.39	7,036.54	36.07	37.15	38.27	39.41	40.60	\$71,313.36	\$73,399.35	\$75,549.35	\$77,769.09	\$80,053.46
	Level T23	6,439.43	6,632.61	6,831.39	7,036.54	7,247.63	37.15	38.27	39.41	40.60	41.81	\$73,399.35	\$75,549.35	\$77,769.09	\$80,053.46	\$82,397.62
Building Inspector; Engineering Technician III	Level T24	6,632.61	6,831.39	7,036.54	7,247.63	7,465.06	38.27	39.41	40.60	41.81	43.07	\$75,549.35	\$77,769.09	\$80,053.46	\$82,397.62	\$84,807.76
	Level T25	6,831.39	7,036.54	7,247.63	7,465.06	7,689.02	39.41	40.60	41.81	43.07	44.36	\$77,769.09	\$80,053.46	\$82,397.62	\$84,807.76	\$87,288.19
Engineering Technician II	Level T26	7,036.54	7,247.63	7,465.06	7,689.02	7,919.89	40.60	41.81	43.07	44.36	45.69	\$80,053.46	\$82,397.62	\$84,807.76	\$87,288.19	\$89,836.23
	Level T27	7,247.63	7,465.06	7,689.02	7,919.89	8,157.28	41.81	43.07	44.36	45.69	47.06	\$82,397.62	\$84,807.76	\$87,288.19	\$89,836.23	\$92,450.32
Engineering Technician I	Level T28	7,465.06	7,689.02	7,919.89	8,157.28	8,402.00	43.07	44.36	45.69	47.06	48.47	\$84,807.76	\$87,288.19	\$89,836.23	\$92,450.32	\$95,119.84
	Level T29	7,689.02	7,919.89	8,157.28	8,402.00	8,654.05	44.36	45.69	47.06	48.47	49.93	\$87,288.19	\$89,836.23	\$92,450.32	\$95,119.84	\$97,853.66
Engineering Technician I	Level T30	7,919.89	8,157.28	8,402.00	8,654.05	8,913.68	45.69	47.06	48.47	49.93	51.43	\$89,836.23	\$92,450.32	\$95,119.84	\$97,853.66	\$100,644.12
	Level T31	8,157.28	8,402.00	8,654.05	8,913.68	9,181.09	47.06	48.47	49.93	51.43	52.97	\$92,450.32	\$95,119.84	\$97,853.66	\$100,644.12	\$103,500.73
Engineering Technician I	Level T32	8,402.00	8,654.05	8,913.68	9,181.09	9,456.52	48.47	49.93	51.43	52.97	54.56	\$95,119.84	\$97,853.66	\$100,644.12	\$103,500.73	\$106,428.23
	Level T33	8,654.05	8,913.68	9,181.09	9,456.52	9,740.21	49.93	51.43	52.97	54.56	56.19	\$97,853.66	\$100,644.12	\$103,500.73	\$106,428.23	\$109,428.23
Engineering Technician I	Level T34	8,913.68	9,181.09	9,456.52	9,740.21	10,032.42	51.43	52.97	54.56	56.19	57.88	\$100,644.12	\$103,500.73	\$106,428.23	\$109,428.23	\$112,500.73
	Level T35	9,181.09	9,456.52	9,740.21	10,032.42	10,333.39	52.97	54.56	56.19	57.88	59.62	\$103,500.73	\$106,428.23	\$109,428.23	\$112,500.73	\$115,650.73

ADDENDUM A- SALARY SCHEDULES effective 1/1/2019

1/1/2019 2.0% COLA Adjustment to Wage Scale																										
Monthly Rate 1.03																										
Hourly Rate																										
Annual Salary																										
Position	3.0% between each level	Step 1					Step 2					Step 3					Step 4					Step 5				
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5					
Level 11		3,427.90	3,530.74	3,636.66	3,745.76	3,858.13	11	19.78	20.37	20.98	21.61	22.26	22.93	23.61	24.32	25.05	\$41,134.80	\$42,368.84	\$43,639.91	\$44,949.11	\$46,297.58					
Level 12		3,530.74	3,636.66	3,745.76	3,858.13	3,973.88	12	20.37	20.98	21.61	22.26	22.93	23.61	24.32	25.05	25.80	\$42,368.84	\$43,639.91	\$44,949.11	\$46,297.58	\$47,686.51					
Custodian; Department Secretary I		3,636.66	3,745.76	3,858.13	3,973.88	4,093.03	13	20.98	21.61	22.26	22.93	23.61	24.32	25.05	25.80	26.58	\$43,639.91	\$44,949.11	\$46,297.58	\$47,686.51	\$49,117.10					
Level 14		3,745.76	3,858.13	3,973.88	4,093.03	4,215.88	14	21.61	22.26	22.93	23.61	24.32	25.05	25.80	26.58	27.38	\$44,949.11	\$46,297.58	\$47,686.51	\$49,117.10	\$50,600.63					
Permit Tech I		3,858.13	3,973.88	4,093.03	4,215.88	4,342.36	15	22.26	22.93	23.61	24.32	25.05	25.80	26.58	27.38	28.20	\$46,297.58	\$47,686.51	\$49,117.10	\$50,600.63	\$52,108.33					
Accounting Technician I; Court Clerk		3,973.88	4,093.03	4,215.88	4,342.36	4,472.63	16	22.93	23.61	24.32	25.05	25.80	26.58	27.38	28.20	29.04	\$47,686.51	\$49,117.10	\$50,600.63	\$52,108.33	\$53,671.58					
Level 17		4,093.03	4,215.88	4,342.36	4,472.63	4,606.81	17	23.61	24.32	25.05	25.80	26.58	27.38	28.20	29.04	29.91	\$49,117.10	\$50,600.63	\$52,108.33	\$53,671.58	\$55,281.73					
Department Secretary II		4,215.88	4,342.36	4,472.63	4,606.81	4,745.02	18	24.32	25.05	25.80	26.58	27.38	28.20	29.04	29.91	30.81	\$50,600.63	\$52,108.33	\$53,671.58	\$55,281.73	\$56,940.18					
Level 19		4,342.36	4,472.63	4,606.81	4,745.02	4,887.37	19	25.05	25.80	26.58	27.38	28.20	29.04	29.91	30.81	31.74	\$52,108.33	\$53,671.58	\$55,281.73	\$56,940.18	\$58,648.16					
WTP OIT, WWTP OIT		4,472.63	4,606.81	4,745.02	4,887.37	5,033.99	20	25.80	26.58	27.38	28.20	29.04	29.91	30.81	31.74	32.69	\$53,671.58	\$55,281.73	\$56,940.18	\$58,648.16	\$60,407.84					
Administrative Assistant, Contract Specialist		4,606.81	4,745.02	4,887.37	5,033.99	5,185.01	21	26.58	27.38	28.20	29.04	29.91	30.81	31.74	32.69	33.67	\$55,281.73	\$56,940.18	\$58,648.16	\$60,407.84	\$62,220.08					
Accounting Technician II; Permit Technician II		4,745.02	4,887.37	5,033.99	5,185.01	5,340.56	22	27.38	28.20	29.04	29.91	30.81	31.74	32.69	33.67	34.68	\$56,940.18	\$58,648.16	\$60,407.84	\$62,220.08	\$64,066.89					
Engineering Technician I; Land Use/Permit Manager; Park Maintenance Worker; PW Inspector; Recreation Coordinator; Sanitation Worker; Street/Sewer Worker; Water Maintenance Worker; Water Utilities Worker; WTP I; WWTP I; WTP Instrumentation Maintenance Technician		4,887.37	5,033.99	5,185.01	5,340.56	5,500.77	23	28.20	29.04	29.91	30.81	31.74	32.69	33.67	34.68	35.72	\$58,648.16	\$60,407.84	\$62,220.08	\$64,066.89	\$65,969.56					
Level 24		5,033.99	5,185.01	5,340.56	5,500.77	5,665.80	24	29.04	29.91	30.81	31.74	32.69	33.67	34.68	35.72	36.79	\$60,407.84	\$62,220.08	\$64,066.89	\$65,969.56	\$67,969.56					
Building Inspector; Engineering Technician II		5,185.01	5,340.56	5,500.77	5,665.80	5,835.77	25	29.91	30.81	31.74	32.69	33.67	34.68	35.72	36.79	37.89	\$62,220.08	\$64,066.89	\$65,969.56	\$67,969.56	\$70,028.24					
Equipment Mechanic; WTP II; WWTP II		5,340.56	5,500.77	5,665.80	5,835.77	6,010.84	26	30.81	31.74	32.69	33.67	34.68	35.72	36.79	37.89	39.03	\$64,066.89	\$65,969.56	\$67,969.56	\$70,028.24	\$72,130.12					
Level 27		5,500.77	5,665.80	5,835.77	6,010.84	6,191.17	27	31.74	32.69	33.67	34.68	35.72	36.79	37.89	39.03	40.20	\$65,969.56	\$67,969.56	\$70,028.24	\$72,130.12	\$74,342.02					
Building Plans Examiner; Engineering Technician III; GIS Coordinator I; Park Maintenance Foreperson		5,665.80	5,835.77	6,010.84	6,191.17	6,376.90	28	32.69	33.67	34.68	35.72	36.79	37.89	39.03	40.20	41.41	\$67,969.56	\$70,028.24	\$72,130.12	\$74,342.02	\$76,622.53					
Level 29		5,835.77	6,010.84	6,191.17	6,376.90	6,568.21	29	33.67	34.68	35.72	36.79	37.89	39.03	40.20	41.41	42.65	\$70,028.24	\$72,130.12	\$74,342.02	\$76,622.53	\$78,981.85					
WTP III; WWTP III		6,010.84	6,191.17	6,376.90	6,568.21	6,765.26	30	34.68	35.72	36.79	37.89	39.03	40.20	41.41	42.65	43.93	\$72,130.12	\$74,342.02	\$76,622.53	\$78,981.85	\$81,433.09					
Level 31		6,191.17	6,376.90	6,568.21	6,765.26	6,968.21	31	35.72	36.79	37.89	39.03	40.20	41.41	42.65	43.93	45.25	\$74,342.02	\$76,622.53	\$78,981.85	\$81,433.09	\$83,981.68					
Engineering Technician IV; GIS Coordinator II; Senior Planner; WTP IV (limited to level IV operators in class by 12/31/16)		6,376.90	6,568.21	6,765.26	6,968.21	7,177.26	32	36.79	37.89	39.03	40.20	41.41	42.65	43.93	45.25	46.60	\$76,622.53	\$78,981.85	\$81,433.09	\$83,981.68	\$86,627.14					
Level 33		6,568.21	6,765.26	6,968.21	7,177.26	7,392.58	33	37.89	39.03	40.20	41.41	42.65	43.93	45.25	46.60	48.00	\$78,981.85	\$81,433.09	\$83,981.68	\$86,627.14	\$89,376.05					
Level 34		6,765.26	6,968.21	7,177.26	7,392.58	7,614.36	34	39.03	40.20	41.41	42.65	43.93	45.25	46.60	48.00	49.44	\$81,433.09	\$83,981.68	\$86,627.14	\$89,376.05	\$92,226.22					
Level 35		6,968.21	7,177.26	7,392.58	7,614.36	7,842.79	35	40.20	41.41	42.65	43.93	45.25	46.60	48.00	49.44	50.93	\$83,981.68	\$86,627.14	\$89,376.05	\$92,226.22	\$95,141.43					
Level 36		7,177.26	7,392.58	7,614.36	7,842.79	8,078.07	36	41.41	42.65	43.93	45.25	46.60	48.00	49.44	50.93	52.45	\$86,627.14	\$89,376.05	\$92,226.22	\$95,141.43	\$98,096.85					
Level 37		7,392.58	7,614.36	7,842.79	8,078.07	8,320.41	37	42.65	43.93	45.25	46.60	48.00	49.44	50.93	52.45	54.03	\$89,376.05	\$92,226.22	\$95,141.43	\$98,096.85	\$101,147.67					
Level 38		7,614.36	7,842.79	8,078.07	8,320.41	8,570.03	38	43.93	45.25	46.60	48.00	49.44	50.93	52.45	54.03	55.65	\$92,226.22	\$95,141.43	\$98,096.85	\$101,147.67	\$104,204.30					
Level 39		7,842.79	8,078.07	8,320.41	8,570.03	8,827.13	39	45.25	46.60	48.00	49.44	50.93	52.45	54.03	55.65	57.32	\$95,141.43	\$98,096.85	\$101,147.67	\$104,204.30	\$107,265.51					
Level 40		8,078.07	8,320.41	8,570.03	8,827.13	9,091.94	40	46.60	48.00	49.44	50.93	52.45	54.03	55.65	57.32	59.04	\$98,096.85	\$101,147.67	\$104,204.30	\$107,265.51	\$110,332.51					
Level 41		8,320.41	8,570.03	8,827.13	9,091.94	9,364.70	41	48.00	49.44	50.93	52.45	54.03	55.65	57.32	59.04	60.81	\$101,147.67	\$104,204.30	\$107,265.51	\$110,332.51	\$113,407.38					
Level 42		8,570.03	8,827.13	9,091.94	9,364.70	9,645.64	42	49.44	50.93	52.45	54.03	55.65	57.32	59.04	60.81	62.65	\$104,204.30	\$107,265.51	\$110,332.51	\$113,407.38	\$116,487.87					
Level 43		8,827.13	9,091.94	9,364.70	9,645.64	9,935.01	43	50.93	52.45	54.03	55.65	57.32	59.04	60.81	62.65	64.50	\$107,265.51	\$110,332.51	\$113,407.38	\$116,487.87	\$119,572.07					
Level 44		9,091.94	9,364.70	9,645.64	9,935.01	10,233.06	44	52.45	54.03	55.65	57.32	59.04	60.81	62.65	64.50	66.39	\$110,332.51	\$113,407.38	\$116,487.87	\$119,572.07	\$122,766.70					
Level 45		9,364.70	9,645.64	9,935.01	10,233.06	10,540.05	45	54.03	55.65	57.32	59.04	60.81	62.65	64.50	66.39	68.30	\$113,407.38	\$116,487.87	\$119,572.07	\$122,766.70	\$126,040.88					

NOTICE TO ALL MEMBERS

If you become unemployed or are not working due to an on-the-job injury, within the jurisdiction of the Local Union, you will be put on withdrawal status per **your request**. This will be done provided all dues and other financial obligations owed to the Local Union are paid, including the dues for the month in which the withdrawal status is to go into effect.

WEINGARTEN RIGHTS

The Union recommends employees exercise their Weingarten rights as follows:

1. If you are asked to attend a meeting with the Employer which you believe may lead to discipline, ask to have a Union Shop Steward or Union Business Representative present. Notify the Union Steward or Business Representative of the meeting immediately or as soon as possible. You may ask for this representation at any time prior to or during the meeting.
2. If you are unable to obtain representation before entering the meeting, you should:
 - a) Ask whether you are free to leave the room if you choose to do so;
 - b) Ask whether anything said at the interview could lead to disciplinary action or discharge;
 - c) If so, ask that a Union Steward or Business Representative be contacted and brought to the meeting place before any questioning occurs, and you be permitted to speak to the Union Steward or Business Representative in private prior to the questioning;
 - d) The Employer must then choose from among three options:
 1. Grant the request and delay questioning until the Union Representative arrives;
 2. Deny the request and end the interview immediately; or
 3. Give the employee a choice of: (a) having the interview without representation or (b) ending the interview.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU ATTEND THE MEETING BUT EXERCISE YOUR RIGHT TO REFUSE TO ANSWER ANY QUESTIONS THAT MAY LEAD TO DISCIPLINARY ACTION OR DISCHARGE.

These recommendations do not apply when an employee faces possible criminal charges. Such employee(s) should obtain the advice of an attorney.

Letter of Understanding

City of Anacortes and Teamsters Union Local No. 231

Agreement: This Letter of Understanding ("LOU") is between the City of Anacortes ("City") and Teamsters Union Local No. 231 ("Union"). The City and the Union agree as follows.

Relation to Collective Bargaining Agreement: This LOU is an addendum to the 2014-2016 Collective Bargaining Agreement (CBA) between the City and the Union. This LOU shall remain in effect for the successor agreement between the City and the Union currently in negotiations.

Purpose: The City entered into an agreement with a contractor to perform landscape maintenance services at several locations in the City. The scope of the work contracted out falls within the City job description of Park Maintenance Worker, a position covered by the Collective Bargaining Agreement between the City and Teamsters Union Local no. 231. The Union in a collaborative effort to work with the City did not file a grievance for "skimming" of bargaining unit work, and agrees to the following.

Clarification: The contractor performing landscape maintenance shall perform only landscape maintenance as specifically outlined in the Exhibit A (attached) as bid. The City shall not add additional bargaining unit work to the Contract during the term of the contract agreement.

The current contract for landscape maintenance began August 01, 2016 and will expire on July 31, 2017. The City and the Union understand that the landscape contract may be extended through December 31, 2017. The City and the Union agree that upon expiration of the parks maintenance contract and no later than January 1, 2018, all bargaining unit work which falls within the job description of Parks Maintenance Worker shall be completed by the bargaining unit.

Upon expiration of the above referenced landscape maintenance contract and no later than January 1, 2018, it shall be the intent of the City to hire one additional bargaining unit employee within the Parks department at the City of Anacortes in January 2018 to complete work that falls within the Parks Maintenance Worker job description. The City retains the discretion to hire the additional bargaining unit employee, dependent on budget resources and operational needs. Regardless of an increase in staffing, the City and the Union agree that it is the intent to maintain the scope of work completed by bargaining unit employees.

Effective Date: This LOU is effective _____, following the execution of the parties, below.

The Union waives any grievance or unfair labor practice charge stemming from the City's decision to contract out the landscape maintenance services for the time period specified above.

Rich Ewing, Secretary-Treasurer	Date	Laurie M. Gere, Mayor	Date
Teamsters Union Local 231		City of Anacortes	

Addendum: Scope of Work from City of Anacortes Contract 16-063-IDS-001 pages 1-18

Exhibit A

Scope of Work

The Contractor shall provide all labor, material and equipment necessary to furnish landscape maintenance services for the City at the locations listed below. The City has identified the services required at each location according to the month of the year. Definitions of each service are on the following pages thereby specifying the work to be performed under this Agreement. Additionally, a vicinity map of each location is included. Each vicinity map depicts the walkways that require power washing and designates the work zone for the location. Note the color legend on the bottom right of each page.

Public Safety Building (1218 24th Street)

Line Trimming, Clean up, Weeding: Weekly
Prune Shrub & Ground Cover: March and October (2 Times)
Edging four times during growing season (March, May, July October)
Leaf Collection: Weekly Sept – Nov
Mulch Beds and trees wells: Once in June (mulch to be provided by the City)
Pressure Wash: concrete, bricks entrance ways & sidewalks annually in May.

Anacortes Museum (1305 8th Street)

Line Trimming, Clean up, Weeding: Weekly
Prune Shrub & Ground Cover: March and October (2 Times)
Edging four times during growing season (March, May, July, October)
Leaf Collection: Weekly Sept – Nov
Mulch Beds and trees wells: Once in June (mulch to be provided by the City)
Pressure Wash: concrete, bricks entrance ways & sidewalks annually in May.

Anacortes Public Library (1220 10th Street)

Line Trimming, Clean up, Weeding: Weekly
Prune Shrub & Ground Cover: March and October (2 Times)
Edging four times during growing season (March, May, July October)
Leaf Collection: Weekly Sept – Nov
Mulch Beds and trees wells: Once in May (mulch to be provided by the City)
Pressure Wash: concrete, bricks entrance ways & sidewalks annually in May.

W.T. Preston (713 R Avenue)

Clean up & Weeding: Weekly
Prune Shrub & Ground Cover: March and October (2 Times)
Edging four times during growing season (March, May, July October)
Leaf Collection: Weekly Sept – Nov
Mulch Beds and trees wells: Once in June (mulch to be provided by the City)
Pressure Wash: concrete, bricks entrance ways & sidewalks annually in May.

Depot Arts & Community Center (611 R Avenue)

Line Trimming, Clean up, Weeding: Weekly
Prune Shrub & Ground Cover: March and October (2 Times)
Leaf Collection: Weekly Sept – Nov
Mulch Beds and trees wells: Once in June (mulch to be provided by the City)
Plant and maintain rain barrel gardens: Weekly

City Hall (904 6th Street)

Clean up & Weeding: Weekly
Prune Shrub & Ground Cover: March and October (2 Times)
Leaf Collection: Weekly Sept – Nov
Mulch Beds and trees wells: Once in June (mulch to be provided by the City)

Anacortes Cinema Landscaping (415 O Avenue)

Clean up & Weeding: Weekly
Prune Shrub & Ground Cover: March and October (2 Times)
Leaf Collection: Weekly Sept – Nov
Mulch Beds and trees wells: Once in June (mulch to be provided by the City)

Main Fire Station (Station 1 @ 1016 13th Street)

Clean up & Weeding: Weekly
Prune Shrub & Ground Cover: March and October (2 Times)
Leaf Collection: Weekly Sept – Nov
Mulch Beds and trees wells: Once in June (mulch to be provided by the City)
Pressure Wash: concrete, bricks entrance ways & sidewalks annually in May.

West Side Fire Station (Station 2 @ 5209 Sunset Drive)

Clean up & Weeding: Twice Monthly
Prune Shrub & Ground Cover: March and October (2 Times)
Leaf Collection: Weekly September – November
Mulch Beds and trees wells: Once in June (mulch to be provided by the City)

Heart of Anacortes (NE Corner of 4th and O Avenue)

Mowing, Line Trimming, Clean up, Weeding: Weekly
Prune Shrub & Ground Cover: March and October (2 Times)
Edging four times during growing season (March, May, July October)
Leaf Collection: Weekly September – November
Mulch Beds and trees wells: Once in June (mulch to be provided by the City)
Pressure Wash: concrete, bricks entrance ways & sidewalks annually in May.

Gateway Triangle (at Oakes Ave and Sunrisers Lane)

Mowing, Line Trimming, Clean up, Weeding: Twice Monthly
Prune Shrub & Ground Cover: March and October (2 Times)
Leaf Collection: Weekly September – November
Mulch Beds and trees wells: Once in June (mulch to be provided by the City)

Q & R Avenues (9th Street to 21st Street)

Line Trimming, Clean up, Weeding: Twice Monthly

Ivy Removal from trees, shrubs, light poles, utility boxes and sign posts: April, July and October (3 Times)

Prune Shrub & Ground Cover: March and October (2 Times)

Edge along asphalt path four times during growing season (March, May, July October)

Leaf Collection: Weekly September – November

Commercial Avenue Tree Wells (11 Street to 3rd Street: 8 trees per block)

Clean up & Weeding: Twice Monthly

Tommy Thompson Restroom (2111 R Avenue)

Line Trimming, Clean Up, Weeding: Twice Monthly

Prune Shrub & Ground Cover: March and October (2 Times)

Pressure Wash: concrete, bricks entrance ways & sidewalks annually in May.

[Continued on Next Page]

DEFINITIONS

MOWING: All turf areas shall be kept to a height of 2-3 inches every week during the growing season (March – November). There are to be no visible clippings after mowing – the contractor will remove clippings as necessary. Disposal of clippings at City Yard Waste Facility will be allowed at no cost to the contractor.

LINE TRIMMING: Line trimming shall be done along all walkways, pathways, tree wells, posts, fences, landscape rocks, electrical boxes, valve boxes, irrigation boxes, plants or other objects where necessary to maintain neat and trim appearance.

EDGING: Complete edging of all edges that are adjacent to turf areas shall be done four times during the growing season from March to November (March, May, July, October), including all asphalt and concrete surfaces. Sod or weeds shall be cut to the edge of the hard surface, collected and hauled away. All edges to be maintained as needed during the growing season. Disposal of sod at City Yard Waste Facility will be allowed at no cost to the contractor.

CLEAN-UP: Litter and natural debris (branches & limbs) is to be removed. Hard surfaces shall be blown clean. No clippings, litter or trimmings are to be visible in landscape.

WEEDING: Landscaped areas shall be kept free of weeds during the growing season (March – November). There are to be no visible weeds during this time of year – the contractor will remove weeds as necessary. Disposal of weeds at the City Yard Waste Facility will be allowed at no cost to the contractor.

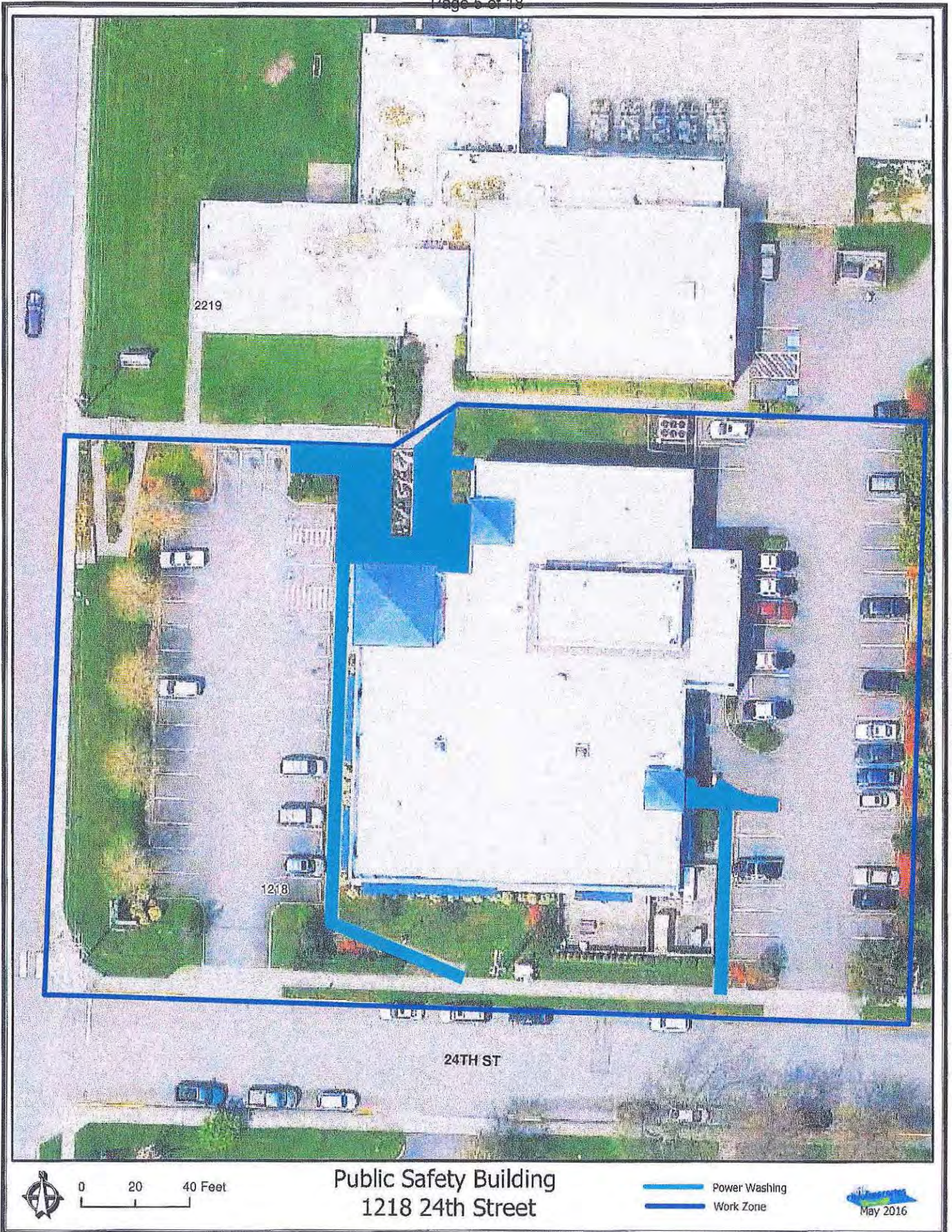
PRUNING: Provide pruning to shrubs and ground cover to maintain desired shape, balance & function. Disposal of clippings at City Yard Waste Facility will be allowed at no cost to the contractor.

LEAF COLLECTION: Collect and remove all leaves from turf and landscape areas during the months of September through November.

MULCHING: Spread bark or mulch to the depth of 3 inches evenly in landscape beds and existing tree wells. Prior to mulching remove all weeds and trash from the beds or tree wells.

PRESSURE WASH: Using a pressure washer (aka power washer) to remove moss, dirt, grime, gum and debris from concrete or brick sidewalks and entrance ways.

IVY REMOVAL: Clearing ivy from tree trunks and limbs, shrubs, light poles, street sign posts and upright utility boxes.





0 15 30 Feet

Museum - 1305 8th Street

Power Washing
Work Zone

May 2016





0 20 40 Feet

W.T. Preston - 713 R Avenue

Power Washing
Work Zone

May 2016



Depot Arts & Community Center
611 R Avenue



0 25 50 Feet

Anacortes City Hall - 904 6th Street

Work Zone

May 2016

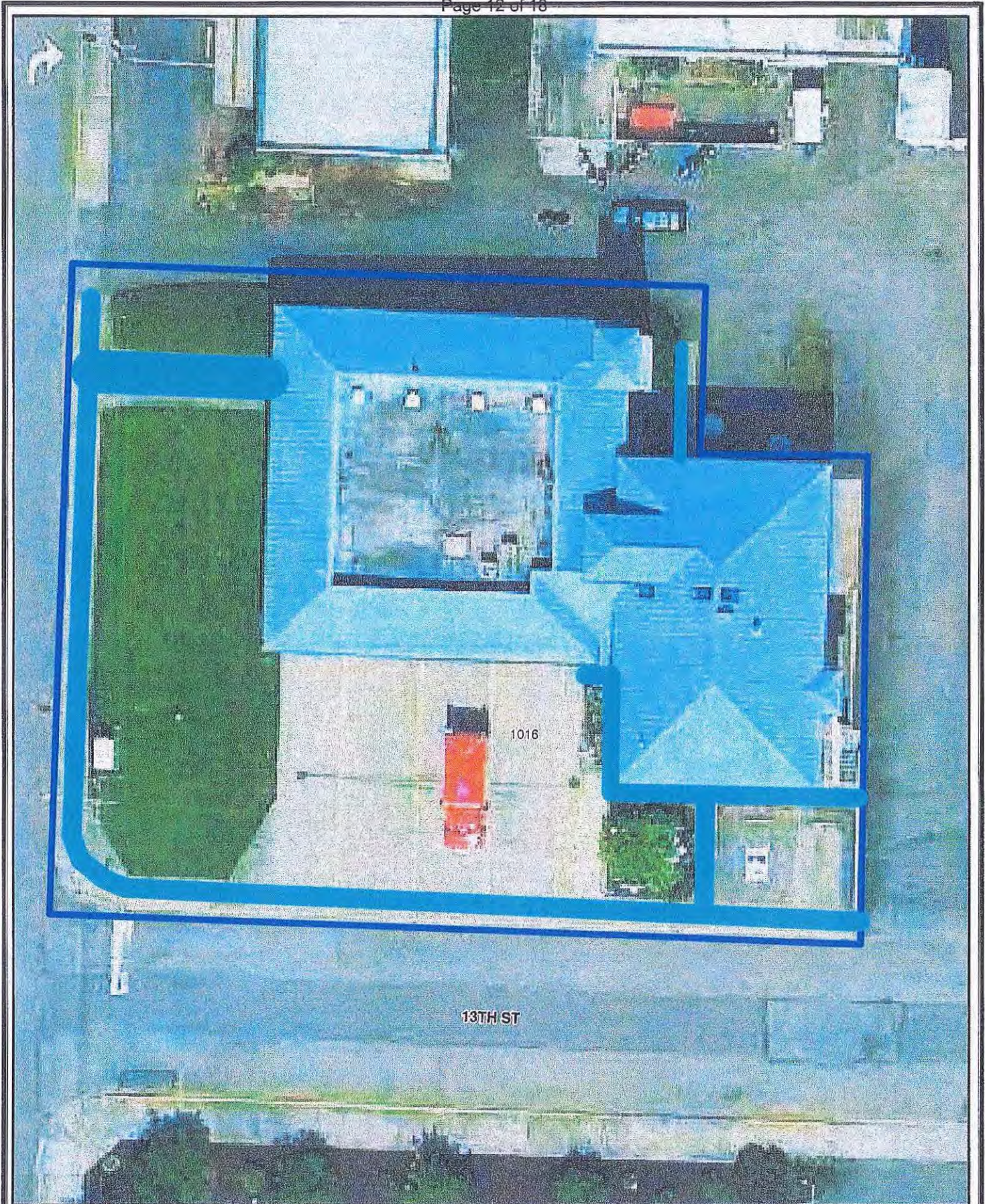


0 20 40 Feet

Anacortes Cinema Landscaping - 415 O Avenue

— Work Zone

May 2016



0 12.5 25 Feet

Main Fire Station - 1016 13th Street

Power Washing
Work Zone

May 2016



0 10 20 Feet

West End Fire Station #2 - 5209 Sunset Avenue

Work Zone

May 2016



0 10 20 Feet

Heart of Anacortes - 315 O Avenue

Work Zone

May 2016



0 20 40 Feet

Gateway Triangle

Work Zone

May 2016





0 65 130 Feet

Commercial Avenue Tree Wells



Tommy Thompson Restroom

Power Washing
Work Zone

May 2016

RESOLUTION NO. 1983

**A RESOLUTION AUTHORIZING EXECUTION OF BARGAINING AGREEMENT BY
AND BETWEEN THE CITY OF ANACORTES AND THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS LOCAL 231**

WHEREAS, the City of Anacortes and the Teamsters Local 231 had a Collective Bargaining Agreement in place effective January 1, 2014 through December 31, 2016; and,

WHEREAS, the City of Anacortes and the Teamsters Local 231 were able to reach agreement through negotiation and mediation on a successor agreement;

NOW, THEREFORE BE IT RESOLVED by the Anacortes City Council that the Mayor and City Clerk be authorized and directed to execute the attached collective bargaining agreement retroactively effective January 1, 2017 and memorandum of understanding by and between the City of Anacortes and the Teamster Local 231.

PASSED AND APPROVED this 6th day of February 2017.

CITY OF ANACORTES:

By: _____
Laurie M. Gere, Mayor

ATTEST:

Steve Hoglund, City Clerk Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning February 13, 2017

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

February 13, 2017

- Anacortes Bike/Pedestrian Advisory Committee Update Presentation (Discussion)
- Public Works Project Update (Discussion)
- WSDOT Noise Variance Request for 2017 Paving Project

February 21, 2017

- Closed Record Public Hearing: CUP-2016-1004, Conditional Use Permit Application to Permit Lot #2 of a Proposed Two-lot Short Plat to be Served by a Twenty Foot Wide Private Street within a Twenty-two Foot Wide Private Easement

February 27, 2017

- Conservation Easement Program Update (Discussion)

March 6, 2017

March 13, 2017

March 20, 2017

March 27, 2017

April 3, 2017

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Feb 6, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Finance, Wednesday, Feb 8, 2017, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Planning, Monday, Feb 13, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Feb 14, 2017, 4:30 PM, Mayor's Office, City Hall
- Parks & Recreation, Thursday, Feb 16, 2017, 6:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Feb 20, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Finance, Wednesday, Feb 22, 2017, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Planning, Monday, Feb 27, 2017, 5:00 PM, Main Conference Room, City Hall
