

**** Per Governor's emergency [Proclamation 20-28.11](#) issued October 2, 2020, agencies are required to meet completely remotely without providing for a physical location.**

**** Per Section 3 of Anacortes [Resolution 2082](#) Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic, adopted by the Anacortes City Council on March 16, 2020, and [Resolution 3000](#), adopted September 21, 2020, extending the duration of Resolution 2082 through December 31, 2020, all in-person Committee meetings of the City Council are cancelled. Council and committee meetings may be held telephonically regardless of whether the City has the capability of video recording meetings.**

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



Anacortes City Council
Municipal Building Council Chambers
**** This meeting will be held electronically only ****

November 9, 2020
6:00 p.m.

PRELIMINARY AGENDA

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

1. **Call to Order**
2. **Announcements and Committee Reports**
 - a. COVID-19 Update
 - b. Port/City Liaison Committee
 - c. Fiber Committee
 - d. Lodging Tax Advisory Committee
 - e. Housing Affordability & Community Services Committee
 - f. Planning Committee
3. **Public Comment**
4. **Consent Agenda (Action)**
 - a. Minutes of November 2, 2020
 - b. Approval of Claims in the amount of: \$267,002.31
5. **Public Hearings**
 - a. * Continued Public Hearing: 2021 Budget (Discussion)
6. **Other Business**
 - a. * Contract Award: Learn to Sail Program #20-216-PRK-001 (Discussion/Possible Action)
 - b. Contract Award: Storage Spaces Direct Solutions Ready Nodes #20-214-ITS-001 (Action)
 - c. Contract Award: Hydrothermal Processing of Wastewater Biosolids #20-217-SEW-001 (Discussion/Action)
 - d. Continued Closed Record Decision Hearing: LPS-2020-0001 - The Crossings Cottages Preliminary Plat & Site Plan (Action)
7. **Adjournment**

Per Resolution 2044, 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.

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



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning November 16, 2020

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

November 16, 2020

- Continued Public Hearing: 2021 Budget (Discussion)
- Access Anacortes Fiber Internet Update (Discussion)
- Access - Anacortes Fiber Internet Business Plan (Discussion)
- Contract Award: Anacortes Parks Foundation #20-215-PRK-001 (Discussion/Possible Action)

November 23, 2020

- Resolution 3007: Making a Declaration of Substantial Need for Setting the Property Tax Levy for 2021 (Action)
- Resolution 3008: Setting the City's Year 2021 Property Tax Regular Levy Increase (Action)
- Ordinance 3078: Adopting the 2021 Budget (Discussion/Possible Action)

December 7, 2020

December 14, 2020

December 21, 2020

December 28, 2020

January 4, 2021

January 11, 2021

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Housing Affordability & Community Services, Monday, Nov 9, 2020, 4:00 PM, Teleconference
- Planning, Monday, Nov 9, 2020, 5:00 PM, Teleconference
- Public Works, Monday, Nov 16, 2020, 5:00 PM, Teleconference
- Traffic Safety, Tuesday, Nov 17, 2020, 9:00 AM, Teleconference
- Fiber, Thursday, Nov 19, 2020, 2:30 PM, Teleconference
- Parks and Recreation, Thursday, Nov 19, 2020, 6:00 PM, Teleconference
- Planning, Monday, Nov 23, 2020, 5:00 PM, Teleconference
- Museum, Thursday, Nov 26, 2020, 12:30 PM, Teleconference

Hunt, Marcia

From: mandb@antoncich.com
Sent: Monday, November 9, 2020 11:29 AM
To: CityClerk
Subject: comments for today's council meeting
Attachments: letter.pdf

Hello,

Please include my comment (attached) for the meeting today. Can you confirm that it was sent in time?

Thank you, Bonnie

Hello,

I am writing these comments for today's Anacortes City Council meeting as a 15+ year tax-paying resident. I do not agree with a previous meeting public comment/recommendation to not fill the three police vacancy positions, and instead, fund mental health/housing issues and hire social services.

- 1) The police are our first responders to a broad range of public safety issues as well as serious crime. Fewer police on our streets and in our neighborhoods could lead to delays in police response, less back-up support for the police themselves, and in these days an increased fear of crime.
- 2) We already have a tax plan in place for affordable housing and an excellent shelter with plans for expansion. Island Hospital has recently hired a very qualified director of mental health who could have valuable input into additional support in social service areas.

I am recommending the Council consider the following:

- 1) A collaborative partnership be created to form a team approach between police, mental health, and social services to work on possible reforms to the current system of dealing with instances of, for example, repeat callers, mental health issues, homeless situations, etc. There may be grants available.
- 2) Instead of favoring/supporting the changes recommended by a vocal minority to "defund", let's continue our history of a well-served and safe community.

On a different issue, the "Thin Blue Line" represents a long-held honorable tradition that is meaningful and good. Today's narrative of it symbolizing racism and white power militia is unfounded and bogus. I support this memorial for our officers, both living and dead, and it represents courage to me. Keep it in place.

Thank you, Bonnie Antoncich

Hunt, Marcia

From: Art Petersen <artpetersen14@hotmail.com>
Sent: Sunday, November 8, 2020 5:27 PM
To: CityClerk
Subject: Public Comment for Council Meeting Nov. 9, 2020

Mayor Gere and Council,

Thank you for including my Public Comments for Nov. 9, 2020, City Council meeting.

I'm writing to request the City of Anacortes demonstrate visible progress in reaching the stated goals adopted in Res. 2060 - "We firmly reject and condemn all acts of racism, harassment, intimidation and other forms of bullying."

Step 1 - Hire an experienced Social Worker in FTE position to work within the Anacortes Police Dept. to respond to calls involving domestic and drug abuse.

Funding for this position would come from APD's Overtime budget of \$ 605,000.

Step 2 - Remove all 'blue lives matter' graphics and related materials from City vehicles, uniforms and offices.

Art Petersen, Anacortes

Hunt, Marcia

From: Janet Backe <janet.backe1@gmail.com>
Sent: Monday, November 9, 2020 9:49 AM
To: CityClerk
Subject: Nov. 9th Meeting, Subject of Defunding the Police Department

TO: Anacortes City Council Members
RE: Consideration of Defunding the Anacortes Police Department
FROM: Janet Backe
1800 Skyline Way #305
Anacortes, WA 98221
janet.backe1@gmail.com
425-531-5083

I urge the council members to fund the police department. I disagree with the recent statements from community residents about defunding the police department at this time.

I have noticed this year in reading the police blotter and hearing from Anacortes residents that there seems to have been an uptick in petty crime and vandalism in our neighborhoods, especially, this summer. Not sure if this is due to Covid-19 and possibly an increase of non-residents coming into our community. In normal times this would be a plus, however, the increase seems to coincide with the increase of the petty crimes and vandalism.

I fully support funding the Anacortes Police Department to fill the three vacancies at this time; but, I also agree to continue the discussion and research into how to deal with the housing shortage and mental health funding this year and into the future.

The first priority and responsibility of the city and police is to continue to keep our community safe.

Thank you. Janet Backe 11/09/2020

Hunt, Marcia

From: Sarah Banning <sibleysarah@me.com>
Sent: Monday, November 9, 2020 11:10 AM
To: CityClerk
Subject: For Public Discussion at City Council Meeting, Nov 9

Dear Mayor Gere and Members of the Council -

I write in support and encouragement of reallocating a portion of the 2021 police budget to mental health worker. And, to suggest the progressive action of adding a line item to the budget that create a task force to address non-violent first response calls with mental health workers instead of police.

In the short amount of time (720 hours) that citizens receive training to become police officers, they do not receive ample training to handle the needs of individuals suffering from mental instability. A police officer's inability to understand the situation often leads to frustration from the officer and the person in question, escalation and sadly, violence from both sides. This situation could be diffused with the proper attention from an individual trained to address the needs of the non-violent offender. Rather than arresting a person from an intoxicated incident in a public park, a mental health worker would understand the person's immediate needs, be able to service them and get them the professional health necessary. A police officer puts this person in a holding cell where they receive no professional help.

I'd ask the council to consider the city of Denver, Colorado's recent move to employee STAR (Support Team Assistance Program). All 911 responders are trained to evaluate calls for police officers or mental health professionals.

"Since its launch June 1, the STAR van has responded to more than 350 calls, replacing police in matters that don't threaten public safety and are often connected to unmet mental or physical needs. The goal is to connect people who pose no danger with services and resources while freeing up police to respond to other calls. The team, which is not armed, has not called police for backup, Sailon said." (Source :<https://www.denverpost.com/2020/09/06/denver-star-program-mental-health-police/>) Imagine police responding to an indecent exposure call that is actually a woman changing her clothes in a public space because she has no home. Mental Health workers would be able to find her emergency housing and restore her human decency. A police offer would handcuff her and put her in a cell. Who does that benefit?

By providing a STAR-type program, time, resources and money are saved, while also providing jobs for social workers and mental health professionals. Police officers focus on protection, violent crime and traffic, while mental health professional focus on protecting the humanity of our fellow citizens. In our small, vibrant, supportive community, we can do better for our residents by caring for the situation with proper attention rather than asking police officers to dispense services they are not trained for or prepared to dispense.

Thank you for your attention to our community and considering an evolved system that protects human decency.

Sincerely,

Sarah Banning

Anacortes resident

Hunt, Marcia

From: samuel barr <jmthey@gmail.com>
Sent: Saturday, November 7, 2020 3:39 PM
To: CityClerk
Subject: Comment on 2021 Budget

Hello Anacortes City Council,

Thank you for the work you do to serve our community.

I have a comment about the 2021 budget. I would love to see the City of Anacortes Police hire a social worker to be on staff. This would diversify the capacity for adequate responses by the police force.

The times that we live in are full of social conflict and mental health issues are more and more prevalent. In order for police to succeed, they need better tools and staff with proper training.

I would also like to see that "Blue Lives Matter" stickers not be allowed on public police property. This is a political statement that only serves to broaden the perceived divide between police and civilians. Particularly a certain class of civilians.

Officers should, of course, be allowed to put stickers on their personal vehicles. But making political statements on public property, isn't appropriate. I wouldn't be in support of a "Black Lives Matter" sticker on a police car either. It isn't the place for contemporary contentious political messages. Though, I would love to see a "Black Lives Matter" sticker on an officer's personal car :)

My name is Sam Barr. I live at 5036 Potlatch Lane, Anacortes. I have over 5 generations of family in Anacortes on my European side of my family. And countless generations on my Samish side. I am a citizen of the United States, and a citizen of the Samish Indian Nation.

And I'm very hopeful for my future generations of family who will reside in Anacortes :)

Hóy7sxbwq'e,
Sam

Hunt, Marcia

From: Anastasia Brencick <touchingmindbodyspirit@gmail.com>
Sent: Monday, November 9, 2020 10:08 AM
To: CityClerk
Subject: public comment for city council meeting today, Monday Nov.9
Attachments: Anacortes City Council Budget Suggestion, Nov. 2020.docx

Hello there!

I'm attaching my comments in regards to the city budget that includes funding to hire additional police officers. I'll also add it to the body of this email, in case the attachment doesn't work.

Thanks so much!

Dear Anacortes City Council:

Thank you in advance for reading this. We understand that there is funding for an additional three police officers for Anacortes and we are asking you to please use part of these funds to hire a full time social worker, rather than another police officer. We are asking that you hire a social worker for two main purposes. One purpose is to be able to respond to crisis calls appropriately. Many of the calls our officers respond to are not violent and don't need a police officer present. These calls are usually from citizens who have other issues that need different kinds of response and care. The second reason is that our officers are set up for burn out and unneeded stress when being asked to do a job that is not in their scope of training. I have no doubt that our officers chose their profession because they wanted to be of service and to be helpful to our city. So, let us not set them up to feel continually unhelpful and overburdened, such as what happens when responding mental health crises, welfare checks, etc. Let us bring in support for them to do their job well by offering them a social worker to use when they have calls that warrant that kind of knowledge.

Social workers can be such a great asset for our police force. They can keep abreast of needed resources for our community, establishing partnerships with local rehab centers (Dijwalic, for example). They can respond to calls directly that are nonviolent in nature so that police officers can hone in on what they do best to serve our community, upholding our laws. But I believe a social worker (or two) could be extremely healthy for the police force by being a resource for the officers personally. Here me out on this.

I have been a social worker in the domestic violence field for 10 years before becoming a massage therapist. I have done massage therapy now for 24 years, specializing in chronic pain and trauma. Now, take a moment. How many people do you know who suffer from chronic pain who are in service to our community? At least one, right? If not, that's okay. They are out there. And I have seen them in my practice over the years under their insurance plans, in which chronic pain has been comorbid with trauma. And there is now research to back up this comorbidity. For our police, there is a correlation between chronic pain and trauma that we can address before it becomes dire.

"A record number of current or former police officers died by suicide last year, according to Blue H.E.L.P., a nonprofit that works to reduce stigmas tied to mental health issues for those in law enforcement. In 2019, 228 current or former officers died by suicide, compared with 172 in 2018, the group announced on Thursday."

<https://abcnews.go.com/Politics/record-number-us-police-officers-died-suicide-2019/story?id=68031484>

Let us stop projecting the stigmatism that police officers should be stoic, and are un-affected by the daily experience of witnessing violence and unmet needs of our community members that result in destructive behaviors to self and others.

Let us also agree that when affected by the daily witnessing of such violence, one's prejudices and implicit bias becomes a guiding force for subsequent calls to duty. To have a social worker on the team, they can offer space for reflection, support and services to keep the traumatic effects of witnessing violence away.

In conclusion, we would like to have social workers funded for our police officers, so they may do their job well, and thrive personally in doing this good work.

Sincerely,

Anastasia Brencick and Dr. Shelley Higman Brencick
1515 12th St.
Anacortes, WA 98221
206-200-9762

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Anastasia Brencick MA, LMT she/her pronouns
www.anastasiabrencick.com

IT'S NOT FOR EVERYONE.

This e-mail, and any attachments hereto, is intended for use only by the addressee(s) named herein, and may contain legally privileged and/or confidential information. If you are not an intended recipient of this e-mail, you are notified that any dissemination, distribution or copying of this e-mail, and any attachments hereto, is strictly prohibited. If you have received this e-mail in error, please notify the sender by reply e-mail, and permanently delete this e-mail, and any copies or printouts.

PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL.

Anacortes City Council Points:

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"A record number of current or former police officers died by suicide last year, according to Blue H.E.L.P., [a nonprofit](https://www.nonprofit.org/) that works to reduce stigmas tied to mental health issues for those in law enforcement. In 2019, 228 current or former officers died by suicide, compared with 172 in 2018, the group announced on Thursday." (<https://abcnews.go.com/Politics/record-number-us-police-officers-died-suicide-2019/story?id=68031484>)

Hunt, Marcia

From: Lucy Burnett <lucy.m.burnett@gmail.com>
Sent: Monday, November 9, 2020 1:56 PM
To: CityClerk
Subject: Comment on City of Anacortes police budget

I am writing to express my support for:

the immediate removal of Blue Lives Matter imagery from all city vehicles, social media and buildings.

and the hiring of a Social Worker by the City of Anacortes to provide mental health, social service and psychoeducation support to people living in Anacortes who are likely to interface with police.

As a proud Anacortes voter and a social worker, I support both proposals, but will speak primarily to the second. I have worked as a social worker for the past 5 years with people whose lives are impacted by substance use, poor mental health and lack of appropriate housing. The complexities of supporting people experiencing these co-occurring issues requires specialist training and ways of working that are poorly suited to police response.

Shifting our city's response to appropriate call-outs that would benefit from a health response rather than a police response, is humane, cost effective, and allows police to more effectively focus on safety, rather than mental health responses for which they are not trained.

Regionally, we are seeing a shift to include social workers in emergency response with programs including:

Whatcom Co. Sheriff - Crisis Intervention Deputy (2018)

Bellingham Police Department - Behavioral Health Officer Program (2019)

Skagit County Sheriff - Mobile Crisis Outreach Team (2020)

Skagit County - Embedded Social Worker (2017)

Island County & Oak Harbor Police Dept.- Island County Human Services (2019)

Marysville Police Dept. - Law Enforcement EMbedded Social Worker (2019)

Arlington Police Department- Arlington Community Outreach Team

Snohomish County Sheriff - Office of Neighborhoods (2015)

Anacortes should not fall behind in providing effective community care to people in our community. Hiring a social worker would offer a meaningful mental health and social service support that builds help-seeking relationships, and makes for stronger, safer communities. Hiring a social worker is a person centred, cost-effective way to minimise harms in our community.

Sincerely,

Lucy Burnett, MSW

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Lucy M Burnett

Hunt, Marcia

From: Barb Cameron <barbcameron55@gmail.com>
Sent: Monday, November 9, 2020 12:38 PM
To: CityClerk
Subject: Police budget meeting

To whom it may concern: re adding a social worker position to the police budget.

As a local resident I wish to support the request to add a social worker to the police department in Anacortes. Social workers are highly professional, well regarded by the community, and could reduce the workload of police. Residents are more likely to call a social worker earlier in a family disturbance to de-escalate a conflict. A social worker could function as family liaison for police in many situations, as well as assisting with police training in dispute resolution, community policing, resources for crime prevention, etc.
Thank you for your consideration

Barb Cameron

Sent from my iPhone

Hunt, Marcia

From: Gere, Laurie
Sent: Monday, November 9, 2020 5:24 PM
To: Hunt, Marcia
Subject: FW: Support of Law Enforcement & Community Safety Petition
Attachments: APD Petition.docx

FYI

Laurie Gere, Mayor
City of Anacortes
360.299.1950

From: Flyfishcap <flyfishcap@frontier.com>
Sent: Friday, November 6, 2020 7:31 PM
To: Gere, Laurie <laurieg@cityofanacortes.org>
Cc: City Council <citycouncil@cityofanacortes.org>; Small, John <JohnS@cityofanacortes.org>
Subject: Support of Law Enforcement & Community Safety Petition

We the concerned citizens of Anacortes submit this petition to the Mayor, Council members and the APD Chief to be read and entered into the minutes of the November 9, 2020 Council meeting.

Sincerely,
Edward Capasso
Dan Cuccia
Gary Hagland

**A Petition
to the Anacortes City Council and Mayor
in Support of Law Enforcement and Community Safety**

We the Concerned Citizens of Anacortes,

Having love and respect for all our fellow citizens; and others who work in or visit our community

Recognizing the necessity for adequate Law Enforcement in any community; and

Understanding the wonderful work of the Thin Blue Line charity organization which has, to date, donated over \$500,000 to causes supporting law enforcement, families of the fallen, veterans and more; and

rejecting the baseless and scurrilous accusations of racism and white supremacy on the part of law enforcement, Thin Blue Line and Blue Lives Matter;

Having seen the reports of murders, assaults, rioting, looting, burning of businesses, intimidation of decent citizens and other crimes committed by criminals and

Having seen the horrifying increases in crimes against people and property in jurisdictions which have restricted their police departments to properly deal with these violent situations

Recognizing the obvious insanity of sending social workers or psychologists, instead of trained Police Officers, into dangerous situations; and

Desiring to keep our community safe and, indeed, make it safer; and

Noting the exceptional quality of the Anacortes Police Department; and

Being aware of the two vacant Patrol Officer positions and one vacant position in Records; and

Being resolved that the aforementioned positions be filled immediately; therefore we

Petition the Anacortes City Council and Mayor to fill the vacant positions at the Anacortes Police Department without delay.

Hunt, Marcia

From: M <melsinterests@gmail.com>
Sent: Monday, November 9, 2020 2:57 PM
To: CityClerk
Subject: Public Comment for the City Council Meeting on 11/9/2020

Dear Mayor Gere and all member of the Anacortes City Council,

It was recently shared with me that there has been a motion to hire mental health professionals rather than fill the 3 open positions for new police officers.

I would like to state that I am not in favor of hiring mental health professionals to do the job that police are hired to do. I am not alone in this opinion but feel everyone else must provide their own statements accordingly.

In my personal experience, living just down the street from a home where counseling services are provided to troubled children, the police have been called to assist with situations at the home/business on a number of occasions. This includes one instance where screaming was heard. Fortunately the police had already arrived by the time I was ready to call 911. Although there is already a mental health provider there, I can see the police were still needed.

We have also seen an increase in patrols in our neighborhood due to some questionable activity with a neighbor. While this is disconcerting to see in what used to be a relatively quiet town and neighborhood, I much prefer to see police cars patrolling the streets to keep the peace and act as a visual deterrent. A few times when they've had to come to the other neighbor's house, I've felt unsafe enough to get into the house and on one occasion I had my niece and her friend visiting when I had to usher them in the house for safety while keeping them calm about the situation. I'd prefer trained police to be handling these situations. I'd prefer they aren't happening at all however, these are not the times we live in are they?

I would never want to call 911 for help and have someone that is not a police officer come to my aid.

Perhaps some additional information can be shared with the public regarding this motion as to:

Would the money that would be used to pay the 3 police officers' salary be used instead to pay the salary of said mental health professionals?

Would the mental health professionals be trained like a police officer?

Would they be going out on calls with the police or by themselves?

Would their vehicles be marked accordingly?

What situations/calls to 911 would the mental health professionals be responding to?

Would the mental health professionals be armed?

Do we currently have enough police staff to manage their workload without taxing the current officers?

To reiterate, I am only in favor of hiring police to do the job of the police.

Thank you for your time.

Respectfully,
Melinda Christiansen

Hunt, Marcia

From: Clyde Petersen <clyde@yourheartbreaks.com>
Sent: Sunday, November 8, 2020 1:26 PM
To: CityClerk
Subject: Public Comment for the City Council Meeting on Nov. 8, 2020

Dear City Council Members,

I am writing as a resident of Guemes Island, in regards to the budget for 2021.

As a person who lives on an island with no police force, I know it is completely possible to exist without one.

As a member of the LGBTQ community, I know that police have never been on the side of marginalized people.

I know that racism and homophobia exists within policing communities. It may not be personal from cop to cop, but it's always cultural and structural. These biases inform the decisions officers make during every interaction they have. I worry that my Black and Brown friends will experience harassment from police at an exponential level, compared to my white peers.

I ask that you hire a social worker as one of the Anacortes Police Department FTE positions to help people in distress. That would be far more effective than a person showing up fully armed.

Additionally, I ask for the removal of all blue lives matter paraphernalia from city vehicles, uniforms, etc. This imagery is used by White supremacists to identify each other. Here is an informative piece about the coded use of these hate symbols in our society.

<https://popula.com/2019/02/24/about-face/>

Thank you for your time and energy in working to make Anacortes and Guemes welcoming to all.

Clyde Petersen
206-419-5658

Hunt, Marcia

From: catherine cougan <catarina.voncruz@gmail.com>
Sent: Sunday, November 8, 2020 10:32 PM
To: CityClerk
Subject: Please vote to hire a social worker to the anacortes police department!

Hello,

Thank you for your time. I am writing to please encourage city council to spend budget resources by hiring a social worker to respond to non emergency calls in anacortes. The nearest on call social worker is in my Vernon, and during this especially tough time for citizens during the pandemic and after this election season, a well trained mental health professional is what is needed for the community. The minimum requirements for anacortes pd are a drivers license, AA degree, and to be 21 years old, and I do not feel comfortable having someone without a trained background in mental health responding to non emergency calls.

As a former youth shelter worker, we were all trained in de escalation techniques that most social workers are also familiar with, which involve listening, empathy, and gentle care to those in distress. These are all highly effective and work to help the victim, not criminalize them. Throughout this year of police brutality protests, witnessing occurrences of police officers meeting those in need of medical attention with escalating practices of drawing their tasers or guns has helped perpetuate trauma. Having a social worker on the force will not cause stress to those seeking help in many non emergency situations. The very presence of police officers responding to calls can be a very stressful situation for many who have been overwhelmed with media coverage on inappropriate police response to medical emergencies.

In addition to this, I do not feel comfortable with the presence of thin blue line paraphernalia amongst the anacortes pd force. Blue lives matter is a hurtful and racist response to the abolitionist Black Lives Matter movement. Please follow the lead of cities like Tacoma and Bellingham who have banned thin blue line within their police department.

Thank you, and I look forward to seeing positive changes in anacortes!

Sincerely,
Catherine Cougan

--

Catherine Sent while baking a cake

Hunt, Marcia

From: Douglass Craig <drcraig@fidalgo.net>
Sent: Monday, November 9, 2020 1:51 PM
To: CityClerk
Subject: Public Comment for the City CouncilMeeting on 11/9/2020

Dear Mayor and City Council-members,

While I live outside the city limits, Anacortes is our home address and we have members of our family living in the city. I totally disagree with any change of officer staffing for the Anacortes Police Department. I believe that any vacancies in APD should be filled with active/trained police officers.

Douglass Craig
13770 Tibbles Ln.
Anacortes, Wa.

Hunt, Marcia

From: Lily-Rose Day <rainyisles@gmail.com>
Sent: Saturday, November 7, 2020 4:59 PM
To: CityClerk
Subject: Comment for 2021 City Budget

Hello Anacortes City Council,

Thank you for the work you do to serve our community.

I have a comment about the 2021 budget. I would love to see the City of Anacortes Police hire a social worker to be on staff. This would diversify the capacity for adequate responses by the police force.

The times that we live in are full of social conflict and mental health issues are more and more prevalent. In order for police to succeed, they need better tools and staff with proper training.

I would also like to see that "Blue Lives Matter" stickers not be allowed on public police property. This is a political statement that only serves to broaden the perceived divide between police and civilians. Particularly a certain class of civilians.

Officers should, of course, be allowed to put stickers on their personal vehicles. But making political statements on public property, isn't appropriate. I wouldn't be in support of a "Black Lives Matter" sticker on a police car either. It isn't the place for contemporary contentious political messages. Though, I would love to see a "Black Lives Matter" sticker on an officer's personal car :)

My name is Lily-Rose Day. I live at 5036 Potlatch Lane, Anacortes. I have over 5 generations of family in Anacortes on my European side of my family. And countless generations on my Samish side. I am a citizen of the United States, and a citizen of the Samish Indian Nation.

And I'm very hopeful for my future generations of family who will reside in Anacortes :)

Hóy7sxbwq'e,

Sam

Hunt, Marcia

From: Drake Elliott <drakeelliott92@gmail.com>
Sent: Monday, November 9, 2020 11:55 AM
To: CityClerk
Subject: Speaking at the meeting tonight

Hello, I would like to speak at the meeting tonight regarding to things,

-The upcoming budget, specifically the hiring of three new apd positions (2 officers and one clerk) and demand that instead we fill at least one of those positions with a licensed social worker.

-Implementing an official rule barring the display of politically affiliated emblems, like a Blue Lives Matter flag, and having a clear idea on when we can expect that done.

Thank you
Drake Elliott
9252573884

Hunt, Marcia

From: Julia Frisbie <julia.m.kayser@gmail.com>
Sent: Monday, November 9, 2020 8:05 PM
To: CityClerk
Subject: Public Comment for Monday Nov. 9

Hi, my name is Julia Frisbie and I live at 4001 West 4th Street. I'm sorry I couldn't join the meeting at the right time-- my husband got called in to work, so I was on the hook for the dinner/bedtime routine.

I want to echo the other comments requesting the addition of a trained social worker to our Anacortes Police Department. You know me as a mom and as a climate activist, but you probably don't know that my little brother is profoundly autistic. He loves visiting our island's beaches and forests. But he's triggered by barking dogs, fast bicycles, and screaming kids-- none of which we can reliably avoid. This stuff sends him right over the edge. He's likely to yell and run and flap his arms... and, since he's 6 feet tall and 200 pounds, it's an intimidating scene. I live in fear of the day he gets separated from us and scares someone enough to get the cops called.

Like people of color, neurodiverse people are hurt by police officers at disproportionate rates. Especially during a crisis, they can have trouble communicating, and their unusual behaviors can surprise and frighten law enforcement. A trained social worker on the force could literally mean the difference between life and death for my brother, and for many other people like him.

Thank you.

Hunt, Marcia

From: pharnish-main@juno.com
Sent: Monday, November 9, 2020 5:20 PM
To: CityClerk
Subject: Defunding the Police

To whom it may concern:

Please do not defund the Police Department. I moved here three years ago from Los Angeles area and one of the benefits was the low crime rate in Anacortes. Police protect life and property, enforce the law, ease tensions in crowds and everything else needed to support the citizens of the city. I am sure the crime rate was low in Anacortes due to the presence of the Police. Defunding the Police Department will only cause crime to grow. The response time to a situation will be delayed if manpower is cut. Life and property will be threatened. The victims of the crime will be helpless without the support of the police presence. We need police personnel to assist with emergency situations. I do not see the role of the Police Department changing if money is cut. There will just be less personnel to perform the job that they have been doing. That also means working long hours where their judgement could possibly be impaired. Keep our Police personnel ready and willing to perform their duties as needed.

If the Police Department has issues that need addressing then retrain the personnel. DO NOT DEFUND THEM. Retrain them.

I wish to live in Anacortes with low crime and not need to worry about my environment. We need the Police presence in our wonderful town.

Thank you for your support. Thank you for your support in keeping our city fun and safe for everyone including the citizens of Anacortes.

Penny Harnish
8187235040

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Trump Fires Defense Secretary

<http://thirdpartyoffers.juno.com/TGL3141/5fa9eb2a60c6e6b2a5160st01vuc1>

This Governor Didn't Want a Mask Mandate. Now He's Doing It

<http://thirdpartyoffers.juno.com/TGL3141/5fa9eb2a83d746b2a5160st01vuc2>

Member of Trump's Cabinet Tests Positive

<http://thirdpartyoffers.juno.com/TGL3141/5fa9eb2aa6d576b2a5160st01vuc3>

Hunt, Marcia

From: Luuk Honey <luukhoney@gmail.com>
Sent: Monday, November 9, 2020 2:07 PM
To: CityClerk
Subject: City Council Public Comment on Police City Budget Discussion

Hello,

I understand that the city is reviewing the budget of the Anacortes Police Department and I would like to comment in favor of hiring a social worker in place for the current call to fill a full time position with our City Police. Reviewing reports for emergency calls in our city shows that the highest number of calls are reporting attempted suicide- rates have raised extremely high in the last year and I personally lost a family member who took their own life just last month. As the state of mental health is at risk navigating these unprecedented times Covid has provided amongst the socio-political climate, we obviously need more mental health specialists and professionals to work in emergency response situations in our community. I am not referring to a social worker, but an on call response mental health professional. An addition of this position to our Police staff could be pivotal to saving lives in our city and providing the positive example and leadership surrounding areas and our Police.

Also, all "Blue Lives Matter" should be removed from all City property, Police vehicle and uniforms. Despite the groups origins, the symbol has come to represent silence that upholds violence, intimidation and divisiveness within Police departments. Resolution 2060 of the City of Anacortes firmly states:

"We firmly reject and condemn all acts of racism, harassment, intimidation, and other forms of bullying."

We as a city should remove these symbols that may be interpreted as expressions of bullying or intimidation that misrepresent the views of our community.

Truly

Luuk Honey
Resident of Anacortes since 2008

--

Truly,
Luuk Honey

Hunt, Marcia

From: George Cudworth <gnrwoodworks@gmail.com>
Sent: Monday, November 9, 2020 11:12 AM
To: CityClerk
Subject: Public comment

Aloha,

I'm informing you that myself and my husband will be calling in to give public comment tonight on a couple of issues one being the lack of a policy stopping thin blue line / political messaging on city and police property, masks, uniforms and vehicles.

Mahalo,
Rochelle Kealoha
George cudworth
360-404-0913

Hunt, Marcia

From: Kelly Bradley <kdb1961@hotmail.com>
Sent: Monday, November 9, 2020 3:15 PM
To: cityclerk@cityofanacortes.com; CityClerk
Subject: Police department funding/budget

I would like to express my opinion regarding the vacancies within the Anacortes Police Department. From what I understand, these are approved budget positions for three sworn law enforcement officers that exist because of attrition. Therefore, they should be filled with sworn police officers. Presently, the hours are being made up by asking officers to work overtime to maintain minimum staffing requirements. Fatigue can have a serious impact on officer safety and morale.

I have learned through reliable sources that there is a push to hire social workers to assist the police department. I believe that this is unnecessary. Many social service agencies are already available to law enforcement. Officers are well versed in using these services when the need presents itself.

Don't give into this "defund the police" rhetoric that is infesting this country.

A concerned citizen

Hunt, Marcia

From: Erin Licata <erin.licata@gmail.com>
Sent: Saturday, November 7, 2020 3:49 PM
To: CityClerk
Subject: 2021 Budget Comment

Hello Anacortes City Council,

Thank you for the work you do to serve our community.

I have a comment about the 2021 budget. I would love to see the City of Anacortes Police hire a social worker to be on staff. This would diversify the capacity for adequate responses by the police force.

The times that we live in are full of social conflict and mental health issues are more and more prevalent. In order for police to succeed, they need better tools and staff with proper training.

I would also like to see that "Blue Lives Matter" stickers not be allowed on public police property. This is a political statement that only serves to broaden the perceived divide between police and civilians. Particularly a certain class of civilians.

Officers should, of course, be allowed to put stickers on their personal vehicles. But making political statements on public property, isn't appropriate. I wouldn't be in support of a "Black Lives Matter" sticker on a police car either. It isn't the place for contemporary contentious political messages. Though, I would love to see a "Black Lives Matter" sticker on an officer's personal car :)

My name is Erin Licata. I live at [5036 Potlatch Lane, Anacortes](#).

And I'm very hopeful for my future generations of family who will reside in Anacortes :)

Thanks,
Erin

Hunt, Marcia

From: JWL <jwlparks@gmail.com>
Sent: Sunday, November 8, 2020 1:41 PM
To: CityClerk
Subject: Social workers for change!

Hello,

My name is Jessica Lynch and I am a long time resident of Gueme Island, Anacortes. I am writing on behalf of my family, friends and neighbors. Please add social worker(s) to the staffing this year to respond to police calls when one could be utilized. My family believes this is detrimental when dealing with people dealing with mental issues, especially when they are of a threat to themselves.

Thank you for your time,

Jessica Lynch
Slow Loris Studio
Guemes island

Jwlparks@gmail.com

Hunt, Marcia

From: Linnea McCord <linnea.mccord@pepperdine.edu>
Sent: Monday, November 9, 2020 2:59 PM
To: CityClerk
Subject: FW: City Council Entertaining Ideas About Defunding the Police

Corrected copy

Sent from [Mail](#) for Windows 10

From: [Linnea McCord](#)
Sent: Monday, November 9, 2020 2:54 PM
To: cityclerk@cityofanacortes.org
Subject: City Council Entertaining Ideas About Defunding the Police

Dear City Council Members: I understand that there are some non-residents of Anacortes City who have voiced a suggestion that you should defund the police. Our Anacortes police department is essential and it is imperative that we fund the 3 open positions as soon as possible. If you look across the country, the city councils in cities that have defunded their police have seen a spike in crime, businesses and taxpayers leaving, and even lawsuits from businesses and residents harmed by a failure of the city to have sufficient police presence to protect their property.

I would urge the members of the City Council to please not entertain such action here in Anacortes. There is already a great body of evidence about the serious and predictable problems that have befallen other cities that have made this mistake. While Anacortes may have been peaceful up until now, it certainly won't be for long if we lose our essential police protection. Seattle crime from defunding its police is likely to head to Anacortes, known to have a significant group of wealthy residents. Sincerely, Linnea McCord

Sent from [Mail](#) for Windows 10

Hunt, Marcia

From: Rosemary Noble <rosenbud2010@gmail.com>
Sent: Monday, November 9, 2020 11:35 AM
To: CityClerk
Subject: Defunding our police department

Dear City Council,

Regarding the idea of defunding the Anacortes Police Department. This is truly a destructive idea at this time. This town has grown significantly in the past few years as you grant more and more housing developers to build. We are overflowing with more and more houses and people in our town. We most definitely need more police to handle the growth. Many who are coming here are elderly along with families. Our roads are very busy, there are more traffic problems and impatient people who want to get to their destination in a hurry. Our ferry traffic has grown as well. Our police are busy trying to deal with traffic, not to mention the increase in crime that comes with a crowded city. Also, you have pushed out the city boundaries making this a much larger city with many outlining areas to cover. We have been here for 30 years and have seen our town grow in leaps and bounds! It is clearly wrong to defund or lose the police we have presently and probably more efficient to increase their numbers!

We need to keep our police and possibly even add more as the city continues to grow! Please do not defund the City Police!

Rosemary & Bud Noble
360-630-1832

Hunt, Marcia

From: Evin Opp <evieopp@gmail.com>
Sent: Sunday, November 8, 2020 11:03 PM
To: CityClerk
Subject: 11/9 City Council Meeting

Hello, just writing as a concerned citizen of Anacortes (my name is Evin Opp and I live at 814 6th St if needed for the record).

I really just want to say, in regards to the Anacortes police department budget, I think it would be a great idea to hire a social worker. Someone who is trained to deal with mental health problems, addiction, and trauma would serve this community well. Perhaps that \$600k+ In overtime could be re-allocated to hire a few social workers.

Thanks!

Sent from my iPhone

Hunt, Marcia

From: Patricia Bradley <pbradley57@hotmail.com>
Sent: Monday, November 9, 2020 1:01 PM
To: CityClerk
Subject: Police Department and funding

Dear City Council,

Thank you for the opportunity to share some thoughts.

As I understand it, there are three vacant police officer positions on the Police Department. These are not new positions, and have already been budgeted for in the past. They are now vacant due to attrition. Going short-handed like this in a small department puts undo stress on everyone. Having to work at minimum staffing levels is never a good idea. Officers have to work overtime, get called in on their days off, and work with lack of sleep (I know it, because I have done it). If these positions are not filled, the officers will eventually burn out, and more attrition occurs. If you have ever worked a graveyard shift, only to be held over for more hours in the morning, try it before you cast judgement. Go for a "ridealong" then maybe you might be able to render a more constructive opinion about how a shift should work short-handed all the time.

The Anacortes Police Department is one of the most professional, well organized agencies in the area. There is not a problem with racism, profiling, etc. Officers are respectful of those that live in this community, and those that visit. They have resources available to them to handle a multitude of situations that don't always require a police presence ie: Behavioral Health Resources Volunteers of America Western Washington, Washington Recovery Helpline, Skagit County Crisis Center, Youth Crisis Hotline, just to name a few.

Let's let our police department continue to do the fine job that they were hired to do, keep us safe, and bring the officer staffing up to where it is supposed to be. And focus on more pressing issues such as: the struggling businesses, opening schools, and everyone's mental health.

Sincerely,
Trish Bradley

Hunt, Marcia

From: Sally Peyou <sally.peyou@gmail.com>
Sent: Monday, November 9, 2020 1:44 PM
To: CityClerk
Subject: Budget submission

To whom it may concern,

As a local resident I am writing to support calls to provide funding for a social worker position in the Anacortes Police Department. Social workers are highly trained professionals who have skills in non confrontational conflict resolution and crisis management. They are seen by community members as helpers and their presence at incidents can alleviate escalating tensions. Domestic violence calls are some of the most dangerous for police. A skilled mental health worker can intervene in situations where the presence of a uniformed police officer might exacerbate the situation.

Thank you for taking the time to consider my submission.

Sincerely,

Sally Peyou

7135 Upland Dr.

Anacortes, WA

[\(360\) 899 8608](tel:(360)8998608)

Hunt, Marcia

From: Leetz, Robert
Sent: Monday, November 9, 2020 12:59 PM
To: CityClerk
Cc: Gere, Laurie; Walters, Ryan (Anacortes City Council); Cleland-McGrath, Christine; Carter, Jeremy; Miller, Matt; McDougall, Bruce; Moulton, Carolyn; Young, Anthony; Small, John; Leetz, Robert
Subject: City Council Meeting Public Comment
Attachments: Guild Council Letter 11-9-20.pdf

Good afternoon,

Attached is a letter written on behalf of the Anacortes Police Service Guild, in regards to public comment received at the last council meeting, November 2, 2020. This letter is submitted to the city clerk, for inclusion into the public comments for tonight's, council meeting, November 9, 2020.

Thank you,

Rob Leetz
Anacortes Police Services Guild President

Corporal R.W. Leetz
Detective Division
Anacortes Police Department
1218 24th Street
Anacortes, Washington 98221
Office: (360)293-4684
Fax: (360)299-1987



Anacortes Police Services Guild

1218 - 24th Street • Anacortes, Washington 98221

Telephone: (360) 293-4684 • Fax: (360) 293-1935

November 9, 2020

Dear Mayor and Council,

I'm writing this letter to each of you today in response to public comment at the November 2, 2020 city council meeting. These comments were of deep concern to our membership of Anacortes Police Officers and Support Staff.

I'd first like to address the Thin Blue Line emblem that two individuals made comment on. The Thin Blue Line reference dates back to 1854. At that time, a regiment of (Red-clad) Scottish Highlanders held off a charging Russian cavalry, earning the name. In the 1950s, LAPD Chief Bill Parker made the Thin Blue Line term more widely used, when law enforcement was referenced as the Thin Blue Line (as most law enforcement uniforms are blue). The Thin Blue Line is made in reference to society. Law Enforcement is the Thin Blue Line that separates evil and chaos from the good and innocent of society. The Thin Blue Line is embossed on a variety of flags not just in the United States, but around the globe. This includes the American flag, Canadian flag, Australian flag, and the United Kingdom. It's also a symbol of the sacrifice and courage of Law Enforcement Officers, and homage to those Officers who have made the ultimate sacrifice, hence the global recognition. Until a person dons a uniform and badge, the evil and chaos that exists in society, as well as the amazingly strong and good majority that makes our society, cannot be fully understood to either end.

This is not a political symbol or statement as had been described, or a response to a political movement. If the Thin Blue Line were a political symbol, it is unfathomable that it would be globally recognized, as many countries around the world who share the meaning and symbolism of the Thin Blue Line have political systems that are so vastly different and have opposing political views from that of our own nation. The symbolism of the Thin Blue Line has also been in existence far beyond any modern political movement, hence impossible for it to be a response to one.

The second issue that was brought to the table was staffing. Fourteen years ago, the Anacortes Police department consisted of 18 patrol officers (the ones who are responding to 911 calls), 3 detectives (one assigned to the regional drug task force), and a community service / DARE Officer.

In that time, in response to community needs and concerns, a School Resource Officer position was created. Also, in response to community input, Mayor Gere and the council authorized the purchase of a Police K9 in an effort to combat the rising levels of drug crimes, and deadly consequences associated with it. Based on caseloads, there has also been the need to add a detective to the investigation division. One full time position was created with the creation of those positions, the rest reallocated from patrol. For several years, our detective assigned to the drug task force has been pulled back to fill a patrol position.



Anacortes Police Services Guild

1218 - 24th Street • Anacortes, Washington 98221

Telephone: (360) 293-4684 • Fax: (360) 293-1935

Also, during that same time period, voters and legislators have pressed for more out of Law Enforcement. Whether or not a DUI arrestee went to jail used to be discretionary. If they could be released to a sober adult, they would be processed, cited, and released. Laws have come into place that require an officer to complete booking paperwork and transport the arrestee to jail in Mount Vernon in many DUI cases. Often times, a DUI arrest and booking also results in a trip to the ER to have the arrestee cleared for incarceration. In case you're wondering, we often have to wait just as long as anyone else at the ER during this process.

One arrest such as a DUI, Domestic Violence Assault, or similar crime requiring a jail booking can take an Officer off the street for the better part of half their shift. Those that aren't "routine" can take longer. Officers also are **required** to attend specific training annually or bi-annually. This again takes the few Officers we do have off the street, not to mention takes money out of the training budget, and away from other career development training.

With our current staffing at the police department, between the approximate hours of 2am and 2pm, there are often only two Officers working patrol. This is unacceptable to the citizens, and unsafe for both citizens and officers.

"Why aren't there any officers patrolling my neighborhood for speeding cars?!" See above.

"Why aren't the police doing anything about the drug house on my block?!" See above.

"What took you so long to get here?!" See above.

Not filling our three vacant positions mentioned at the last council meeting will break us. Cutting three on top of that will decimate us. When I say us, I mean all of us. Officers, citizens, and visitors to our great city.

Our citizens, our visitors, our Officers, and our elected officials are lucky to have what we have. Our citizens are lucky to have the police department the city provides, our visitors the same. We provide an array of services that many other agencies simply won't provide, be it a matter of staffing or desire. Our Officers are lucky to have strong community support. Our elected officials are lucky to be able to serve such a supportive community of this city, and have a police department such as ours.

Our police department is one of about 50 across the State of Washington that is an accredited agency by the Washington Association of Police Chiefs and Sheriffs (WASPC). The standards needed in order to obtain accreditation every 4 years are the tip of the spear. WASPC standards require the best practices for department policy, training, and evaluation of use of force policy and incidents. There is no sliding scale; you make it, or you don't. The Anacortes Police Department has been accredited 4 accreditation cycles. This is almost unheard of, and demonstrates that our department doesn't only "shine our boots and polish our brass" just to say we can. We live it, we breathe it, and our department is one of the best in the state because of it.



Anacortes Police Services Guild

1218 - 24th Street • Anacortes, Washington 98221
Telephone: (360) 293-4684 • Fax: (360) 293-1935

In closing, I'd like to reaffirm our commitment to our community. We will provide you with excellent law enforcement service. With that said, we're only as good as the number of officers we're budgeted for. If a great law enforcement agency is what you want, maintain our staffing. I could make the argument for hiring 3 **additional** officers, but now is not the time nor place. We suit up everyday because of our community. We would hate to see positions go unfilled or be cut. Those Officer positions matter to our community and to our community's safety, as well as our own. To leave vacant or to cut even one position would jeopardize all of that.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Leetz".

Rob Leetz

Anacortes Police Services Guild President

Hunt, Marcia

From: Caitlin Roberts <caitlin.payne.roberts@gmail.com>
Sent: Sunday, November 8, 2020 9:06 PM
To: CityClerk
Subject: Public Comment for the City Council Meeting on 11/9/20

Hello,

The city of Anacortes should have an on-call social worker on staff to respond to calls that carry social complexity such as drug abuse, domestic issues, and homelessness. It may be unnecessary to send an armed officer due to the nonviolent nature of many of these incidents. Social workers would be more suitable for these cases. They are more highly educated in the complexities of these situations and are trained in de-escalation and providing resources that may help individuals and families in crisis. Please consider hiring an on-call social worker to serve the Anacortes community.

Thank you,

Caitlin Roberts
[1404 15th St](#)
[Anacortes, WA 98221](#)
[360-873-3033](#)

Hunt, Marcia

From: eric schwulst <eschwuls@yahoo.com>
Sent: Monday, November 9, 2020 8:40 PM
To: CityClerk
Subject: Comments on tonight's council meeting 11-9-2020

Hello, I am Eric Schwulst of Anacortes. I'd like my comment submitted for review. I listened to all of the thoughts from our community and read most of the comments about 'defunding' - a couple from my peers I went to school here with chimed in and was great to see the involvement! I am 40 yrs old and was born/raised/schooled here in Anacortes and now live here again. I also have friends in the law enforcement sector who have real-world opinions on this matter. I find it confusing that we don't seek out or hear more from those on the front lines, as to if these positions ought to be filled or scrapped. Included below is some feedback from them.

If its true that we only have 2 officers on duty in the late night hours that is not adequate. Based on the overtime requested and mental health degradation of our officers now, more officers are the only prudent answer to the recent vacancies. Do you want our community to suffer? If we have 600k for overtime alone, lets spend 100k of that on a mental health counselor and reduce the OT burden of already budgeted-for-cops. But lets **not** replace the officers - lets get highly educated, highly experienced replacements like those officers we currently employ. A well-trained officer is like a cop and mental health worker in ONE. Lets also update our police force description to indicate what kind of police we really will employ. Masters, bachelors degrees, mental health educated, etc. No highschool grads.

From the front line: Its **impossible** to know when a situation will become too dangerous. By the time its time to call 911, things are generally pretty intense and restraining/detaining is often required. Social workers do not physically engage at all and will call the police when intensity is raised and physical altercations are eminent anyway. That leaves time for them to become hurt which does not best-serve anyone. Talking down an aggressive person is great, but do you really want to send someone in that can't and won't control a physical altercation? Any social worker who has been in the field for more than a year wants a cop with them anyways when they go on calls. Why? you can only imagine based on the above. This is coming from the real world. Police are trained to de-escalate and dissolve conflict - its a myth that they are dumb, racist, homophobic, etc. especially the APD - highly educated and prepared folk.

People with ideas that include fewer cops need to ride along and spend some time on some calls. Much respect will be earned for the police force!!! And for them to "demand" anything is really *irreverent and emotionally violent*. That divisive tone should be taken into account and leave a bad taste in your mouth. Please re-instate high quality police who can learn to love and care for our community. To acquiesce the trendy "demand" for social workers - lets hire one additional member (in consult with neighboring communities) and see how it goes. If the APD is happy, I am happy and our community will be (or should be) happy. If APD is happy then it means they aren't over worked, or under staffed. They have the support they need and will do a good job. Everyone decent wants to do a good job.

And the thin-blue line debacle? Let it go. Do you know what linguistic theft is? This is kind of like emblem-theft. Taking something that has been around for a long time and means something honorable and redefining its meaning and intention to serve a political agenda. Those agendas are divisive, racist and ought to be expunged from our thinking. Stop calling it blue lives matter....that's divisive. Its the thin blue line. It had (and should have) nothing to do with blm, antifa, or anything else currently in vogue. Antifa hates the US flag...are we going to do away with that next? Stand your ground and don't give in to this vocal minority stealing the meaning behind something honorable. That all said - try out a social worker that *just* does work from the station, phone calls, ride alongs, etc.

Thank you for serving on the council and considering the above statement. Hi, Ryan Walters!

Best,

Eric Schwulst
Anacortes, WA

Hunt, Marcia

From: Mary Stevens <mary@mary-stevens.com>
Sent: Monday, November 9, 2020 2:31 PM
To: CityClerk; Carter, Jeremy; Cleland-McGrath, Christine; Moulton, Carolyn; Young, Anthony; McDougall, Bruce; Miller, Matt; Walters, Ryan (Anacortes City Council); Small, John; Gere, Laurie
Subject: Public comment for the City Council Meeting on November 9th

To Mayor Gere and Council members,

After reading the minutes of the November 2nd 2020 City Council meeting we felt a response was important regarding de-funding our Police Department.

We do NOT support de-funding our Police Department and would encourage you to fill the vacant positions ASAP. It is critical to the safety of Anacortes Citizens to fill these positions. Being so shorthanded is severely burdening the officers who are on the job. Taxpayers should not be paying overtime when there is a solution to this shortage of Officers.

In the past 60 or so years, we have had to contact the Police on a number of occasions. A couple were homeowner issues and some were work related when we worked nights in the hospitality industry. NONE could have been resolved by a social worker. And in one instance a social worker would have been killed for sure. Funding for housing should come from elsewhere in the budget.

We fly the Thin Blue Line, Green Line, Red Line Flags Supporting Military, Fire and Police. We honor those that protect us and put their lives in danger for us every day. We are proud to see our Officers and their vehicles with the Thin Blue Line emblem honoring those who serve and those 241 Police Officers who have died this year in the line of duty in service to their communities.

Mr Drake Elliot is mistaken to think the Thin Blue Line Flag is a political statement and should be removed. It is NOT political. It is community pride and united in support of our Police Department. Mr Drake is being very devisive.

The Thin Blue Line Flag is NOT, what Rochelle Kealoha related to the Council as a symbol of "racism and white power militias" and is disgusted when she sees it. Her view is only her narrow opinion. Our nephew is **BLACK** and flies the Thin Blue Line Flag!

We have stood on the corner of 12th and Commercial for almost 19 years supporting the Troops since the first boots hit the ground in Afghanistan after 9-11. We also support conservative ideals and for about 10 of those years a large sign is displayed that says "Support Your Local Police".

Kayla House stated black lives matter group at 12th and Commercial were subject to "hate speech and death threats". It is sad that someone would offer death threats to anyone and our group has been issued the same threats from them. Andy is 77 years old, wears oxygen 24/7 and sits in a chair on the corner with a sign now. Recently a black lives matter young man came across the street and pushed his sign in Andy's face and shoved him to the ground. Our group defused the situation and sent the young man back across the street without calling the police.

There have been a few incidents where calling for help from the police was necessary,

Notably, Escalation of Violence:

September 6th a loud and dirt filled explosion was set off by a device unknown directly behind a section of our Patriots group facing 12th Street. No one was injured but all were shaken up. APD was immediately called and responded. APD arrived and did a quick check and we believe they also talked with both nearby shops. It was decided then that our group would institute an "Over Watch" security effort that would have a person no longer holding either a sign or flag but carrying a camera and watching the backs of our group to alert of any suspicious activity.

September 16th the "Over Watch" idea worked. An individual from the BLM related group from across by the American Dream Real Estate Office was spotted placing a plastic 5 gallon bucket in the very same location as the previous week's explosion. Two of us approached him immediately and looked inside the bucket to see what appeared to be an M-80 explosive with the fuse starting to burn from a lit cigarette he had strategically placed near the fuse. He immediately picked up the bucket and began walking away while reaching inside the bucket to pull out the fuse and stop it from detonating. We took several photographs of him walking away from our side, crossing back over to the BLM side. Two of us went over to that side to keep an eye on him and await APD arrival. APD asked us to return to our side and the Officer would come across to talk with us. The bomber told the Officer that he had not been across on our side and then she was shown the pictures we had taken of him with the bucket and explosive. The Officer had already found the bucket with the M-80 explosive lying outside of it with fuse pulled and he was directed to leave the corner and not come back.

Up until the above events to harass and intimidate us with escalation of violence, over the 19 years we have been on that corner PEACEFULLY. It has only been since the 2016 election of President Trump and the gathering of those groups across from us has in-your face harassment and attempts to agitate and provoke physical reaction occurred.

Thank you for taking time to read this letter

Andy and Mary Harju

604 38th Street

Anacortes, WA 98221

360-708-8839

November 9, 2020



RECEIVED

NOV 09 2020

CITY OF ANACORTES
EXEC ADMIN

To the following:

✓ Mayor Laurie Gere
Mayor Pro Tem Bruce McDougall
Council Member Ryan Walters
Council Member Christine Cleland-McGrath
Council Member Jeremy Carter
Council Member Matt Miller
Council Member Carolyn Moulton
Council Member Anthony Young
Police Chief John Small
Anacortes American
Skagit Valley Herald

I fervently urge you to not only decline to fill the three open positions in question with the Anacortes Police Department, but to further de-fund a substantial amount of the subsidy previously assigned to that Department. I further believe those funds could better be reassigned to an immense amount of social services.

Let's take a look at this from a monetary viewpoint and explore what types of funds would be available for those currently unidentified social services.

First lets identify just what dollars would be available: the base cost of wages (and benefits) assigned to those three positions would be a good start. Along with the loss of those three positions comes a concern within the Police Department of additional salary and benefit freezes, leading to the sure-fire loss of a few additional positions.

Now, that's not necessarily a bad thing. That could free up additional funds which could be earmarked for social services as well. And, there's always attrition as another means of amassing funds. We won't go into the cost effect of the down-turn of confidence within this Department, aimed squarely at the governing factors of the City. That's a retention factor that can be quantified. But, later...

With the loss of those three positions comes a few, minor issues. Besides the issues mentioned above, as the population of the City increases, so, by expansion, comes the rise of crime. Not to worry. Overtime can be assigned to the remaining Police Officers. Of course overtime has been proven to be less cost-effective than simply hiring replacements. But, for argument, we can ignore this fact. And have you even considered a tried-and-true program of zero based budgeting? There's a great deal of those funds you might be looking for.

But, then again, there's delayed response times, perhaps leading to serious injury or even deaths. But, you've covered that with social workers to be deployed on site. We'll speak to that later as well. Then there's the law suits that will be levied against the City for those delayed responses along with those social workers who were deployed into caustic situations without the benefit of protection from an escalating situation identified by a dispatcher sitting safely behind a desk, attempting to assess the situation. And have you approached social workers to explore if they are even willing to take on this dangerous arrangement? I might even suggest here that every Council Person be required to do a ride-along in order to appropriately assess sending in "social workers" to an ever evolving, police based situation.

And how about Council Members actually rolling up their sleeves and volunteering for staffing some of these services? Or what about expending a portion of your own personal funds to these valuable programs you would like to see in place? How about removing yourselves from your ivory towers and get to putting your feet to the decisions you claim you so fervently believe in?

But, perhaps we could delve into the costs of additional social services now? Some of the unconsidered costs are as follows:

- Initiation costs
- Supervisory position(s)
- Social Services professionals
- General staffing
- Office space (and initiation costs)
- Programs development
- Free-be costs (not including administration costs of each social service program)
- Counseling (additional space and staff needed?)
- Subsidized medical services (including costs of very expensive medical staff)
- Housing (costs involved as well as identifiable acceptable location(s))
- Food programs (costs involved here as well along with location issues)

There's more that has not been addressed, which is the usual case of not paying attention to the details.

And as a side issue... Black lives DON'T matter if they are not afforded rightful protection if or when its needed. Across our vast nation at the hands of such a few dishonorable officers we move to disenfranchise our entire protective institutions? That makes as much sense as killing a flea with an atom bomb. Not only should we appreciate their service, but they should be afforded our highest degree of respect and support.

Page 3 of 3

Just to be clear... I am an owner of several successful businesses in Skagit County for over 30 years, having also lived in Anacortes. And, I have a deep understanding how business should be run (as government should be as well, having worked within its confines in the past).

Instead of bowing to a few loud voices, I suggest you broaden your approach and retreat to your calculators to actually run the numbers as to what funds will need to be appropriated. If you think that eliminating three positions (along with any type of de-funding program) is the answer, you are delusional. Because, this is not the answer !!!

Sandra Stuart

A handwritten signature in black ink, appearing to read "S Stuart", with a large, stylized initial "S" that loops around the first part of the name.

(360) 941-9432

Hunt, Marcia

From: Dennis Voye <1tallnorwegian@gmail.com>
Sent: Monday, November 9, 2020 10:28 AM
To: CityClerk
Subject: Supporting our Blue

We live in a wonderful city, Anacortes. It has remained relatively safe compared to other communities who have decided defunding the Blue is politically the way to go. Take a look at the communities that are defunding. Do you want Anacortes to follow there examples? These political experimental cities are a failure , people leaving there cities as well as businesses. DO NOT DEFUND OUR POLICE DEPARTMENT. Respectfully, Dennis Voye.

Hunt, Marcia

From: Erin Welsh <erinwelshlmhc@gmail.com>
Sent: Monday, November 9, 2020 7:33 PM
To: CityClerk
Subject: Public Comment from 11/9/20
Attachments: Erin Welsh Statement for ANACORTES CITY COUNCIL meeting.docx

Good Evening,

I would like to add my written statement to the record for tonight's council meeting, or next week's council meeting if it is too late to get it in for tonight's meeting.

Please find my statement attached.

Thank you!

Erin Welsh

Good Evening,

I serve as a clinical therapist intern in a community mental health clinic. While I compassionately serve this population, I am also aware of risks and realities. I have encountered a variety of psychiatric disorders including those with panic and psychotic features. These include paranoia and persecutory command hallucinations that convince patients to commit violent acts, with or without weapons, toward themselves and others. Such individuals often have diminished insight and blame others in their immediate presence for their distress, absent any realistic connection. Despite skilled de-escalation, there is still a safety risk due to altered perceptions, and manic states that are by and large unaffected by reasoning alone. This becomes exacerbated by medication non-compliance and substance use. Individuals can be paranoid, non-cooperative, violent, suicidal, and homicidal. They cannot always anticipate their own changing conscious states and the nuanced differences that indicate a departure from baseline is often difficult for psychiatric professionals to see. Once in crisis, sometimes the only effective measure is safe containment, medication, and enough time to return to baseline behavior. And we of course don't know beforehand.

Our own documented state laws *recognize* this unpredictability of mentally ill individuals and the relationship to safety. For example, a person becomes ineligible to possess a firearm for having been involuntarily committed to a mental health treatment facility or a substance use treatment facility, or for having had a 72-hr psychiatric hold for *any* reason. (*See. RCW 71.05.182*). While a mental health diagnosis cannot predict criminal activity, certain diagnoses and mental states do correlate with dangerousness, toward self and toward any who responds to a call, but especially one without the authority or force of a trained police officer and outside a contained environment.

Dispatching social workers to address mentally unstable individuals erroneously assumes that police officers contribute to the problem, and that they are the somehow instigators. It is my opinion that a social worker or counselor should never take the place of a trained and armed police officer.

An additional risk that that begs consideration is the protection of privacy for such individuals. For mental health professionals to be *safely* dispatched, I foresee the growing desire to have *foreknown* information about the individual's mental status. And this perceived *need* for information can give rise to debates and eventual compromises about creating registries and data-bases with what would normally contain HIPPA protected health information.

And why all this? Because people perceive Police as negative and triggering? Officers *can and do* already safely and compassionately deescalate and contain individuals. If they need more training, train them. If they need more accountability, hold them accountable. If we need an adjunct mental health responder, then incorporate one. But please do not REPLACE 3 officers with more vulnerable individuals and in the process diminish our city's overall police presence.

I do not want to see our city follow in suit with the very progressive movement of defunding police and leaving our citizens vulnerable, when what we should do instead is further fund our police to continue to adequately meet the needs of our society.

Commented [E1]:

Respectfully,
Erin Welsh

Instructions for Virtual Attendance at Anacortes City Council Meetings

How the Meeting Will Work

City Council meetings will be held via Zoom Webinar. The City Council Liaison is the **host** of the meeting, the Anacortes Mayor and City Councilmembers are **panelists**, Anacortes residents and other members of the public – as well as City staff – are **attendees**.

Webinar **attendees** do not interact with one another; they join in listen-only mode, and the host will unmute one or more attendees as needed.

How to View the Meeting

To view the live meeting without participating:

- Visit [Watch Meetings](https://www.anacorteswa.gov/700/Watch-Meetings) on the City of Anacortes website (<https://www.anacorteswa.gov/700/Watch-Meetings>)

To view the recorded meeting after it concludes:

- Visit [Watch Meetings](https://www.anacorteswa.gov/700/Watch-Meetings) on the City of Anacortes website (<https://www.anacorteswa.gov/700/Watch-Meetings>) or
- Watch the meeting Tuesdays and Sundays on [Channel 10](#)

How to Participate in the Meeting

- Click [this link](https://us02web.zoom.us/j/89255646791) or copy/paste this URL into your browser: <https://us02web.zoom.us/j/89255646791> or
- Dial in to the meeting by phone: Dial in the US: +1 253-215-8782, enter the Meeting ID 892 5564 6791

If you are new to Zoom, view video instructions for connecting from your computer, phone or tablet [here](#)!

How to Provide Public Comment

Comments received before 3:00 p.m. on the day of a City Council meeting will be distributed to the mayor and all councilmembers in advance of the meeting. You may use any of the methods below.

- **Email:** Email the City Clerk at cityclerk@cityofanacortes.org. Include the subject line *Public Comment for the City Council Meeting on [date]*.
- **Mail:** Mail comments to City Clerk, PO Box 547, Anacortes, WA 98221
- **eComment:** Visit [Watch Meetings](https://www.anacorteswa.gov/700/Watch-Meetings) on the City of Anacortes website and click the eComment link beside the agenda for the meeting you wish to comment on.
- **Live Public Comment:** If you are unable to provide a written comment in advance of the meeting, you may join the webinar as an attendee to comment during the public comment portion of the agenda or during consideration of specific agenda items marked for public comment. See **How to Participate in the Meeting** above.

Public Participation Guidelines

Below are recommendations for use by members of the public in meetings conducted via Zoom Webinar.

- **Identification:** Upon entering the webinar, please enter your name, number or other chosen identifier, so that the host can call upon you during the public comment period.



- **Raise Hand (pictured above):** You have the ability to virtually raise your hand for the duration of the meeting but you will not be acknowledged until you are called on during the public comment period.

NOTE: If you have used your telephone to access the Zoom meeting, **you may press *9** to “raise your hand”. The host will unmute you when it’s your turn to speak.

- **Public Comment Period:** Use “Raise Hand” to be called upon by the host. The host will announce your name when it’s your turn.
- **Mute/Unmute:** Attendees will be muted and not audible to the Council except during times they are designated to speak. When you are announced, you will be able to unmute yourself.
- **Time limit:** Those testifying or providing audience comment will be limited to three (3) minutes per speaker unless an exception is granted by the Council.
- **Use headphones/mic** for better sound quality and less background noise, if possible.

Members of the public who require special assistance to participate in or access the meetings may contact the [City Clerk](#) 24 hours before the meeting to make special arrangements. Dial 360-299-1960.

Revised August 12, 2020

INSTRUCTIONS FOR VIRTUAL ATTENDANCE AT ANACORTES PLANNING COMMISSION MEETINGS

How the Meeting Will Work

Planning Commission meetings will be held via Zoom Webinar. The Planning Commission Liaison is the **host** of the meeting, the Anacortes Planning Commissioners are **panelists**, Anacortes residents and other members of the public – as well as City staff – are **attendees**.

Webinar **attendees** do not interact with one another; they join in listen-only mode, and the host will unmute one or more attendees as needed.

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- Visit [Watch Meetings](https://www.anacorteswa.gov/700/Watch-Meetings) on the City of Anacortes website (<https://www.anacorteswa.gov/700/Watch-Meetings>) or
- Watch the meeting Mondays and Wednesdays on [Channel 10](#)

How to Participate in the Meeting

- Click [this link](https://us02web.zoom.us/j/85918981678) or copy/paste this URL into your browser: <https://us02web.zoom.us/j/85918981678> or
- Dial in to the meeting by phone: Dial in the US: + 1 253 215 8782, enter the Meeting ID 859 1898 1678

How to Provide Public Comment

Comments received before 3:00 p.m. on the day of a Planning Commission meeting will be distributed to all Commissioners in advance of the meeting. You may use any of the methods below.

- **Email:** Email the Planning Department at pced@cityofanacortes.org before 3:00 p.m. on the day of a Planning Commission meeting. Include the subject line *Public Comment for the Planning Commission Meeting on [date]*.
- **Mail:** Mail comments to Planning Department, PO Box 547, Anacortes, WA 98221
- **eComment:** Visit [Watch Meetings](https://www.anacorteswa.gov/700/Watch-Meetings) on the City of Anacortes website and click the eComment link beside the agenda for the meeting you wish to comment on.
- **Live Public Comment:** If you are unable to provide a written comment in advance of the meeting, you may join the webinar as an attendee to comment during the public comment portion of specific agenda items marked for public comment. See **How to Participate in the Meeting** above.

Members of the public who require special assistance to participate in or access the meetings may contact the Planning Department 24 hours before the meeting to make special arrangements. Dial 360-299-1986.

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- **Use headphones/mic** for better sound quality and less background noise, if possible.

Anacortes City Council Minutes – November 2, 2020

Mayor Laurie Gere called to order the Anacortes City Council meeting of November 2, 2020 at 6:00 p.m. Councilmembers Jeremy Carter, Anthony Young, Ryan Walters, Carolyn Moulton, Christine Cleland-McGrath, Bruce McDougall and Matt Miller all participated in the meeting in absentia via video conference.

Mr. Walters moved, seconded by Mr. McDougall, to move agenda item 5a, Closed Record Decision Hearing: LPS-2020-0001 - The Crossings Cottages Preliminary Plat & Site Plan, to be the first item of Other Business since the closed record hearing was not an open public hearing. The motion carried unanimously by voice vote.

Announcements and Committee Reports

Presentation of Advanced Certificates of Municipal Leadership: Association of Washington Cities CEO Peter King presented Advanced Certificates of Municipal Leadership to Mayor Laurie Gere and Councilmember Ryan Walters. Mr. King also acknowledged Administrative Services Director Emily Schuh for her years of valuable service on AWC committees and the AWC Board of Trustees.

COVID-19 Update: Mayor Gere shared current case statistics for Anacortes, Skagit County, Washington State, and the nation. The mayor compared Skagit County case counts to the metrics required to move to Phase 3 of the Safe Start Washington Plan.

Information Technology Committee: Mr. McDougall reported from the committee meeting the prior Thursday which had focused on the storage space contract that would be addressed later on the agenda.

Finance Committee: Mr. Walters reported from the committee meeting the prior Wednesday. He said the committee discussed the proposed 2021 budget including the open staff positions, the fiber budget, and deferred allocations to the pavement management program and the equipment rental replacement fund.

Public Works Committee: Ms. Moulton reported from the committee meeting earlier in the evening. She described the committee's discussion of upcoming revisions to the City's green energy contract, the water treatment plant shut down scheduled for November 4, 2020 in connection with the new raw water line coming on line, long range transportation projects, the wastewater treatment plant outfall project, and the Genifuel contract that would be addressed later on the agenda.

Public Comment

Carol Bordin asked about the status of the A Avenue city dump cleanup. Mayor Gere said the city was working closely with the Department of Ecology on that topic. She invited Ms. Bordin to contact her office for more information.

Drake Elliott stated his deep concern at witnessing Thin Blue Line emblems and stickers on Anacortes Police Department cars and uniforms. Mr. Elliott's comments echoed his written comments which had been submitted to councilmembers earlier in the day and which were added to the packet materials for the meeting. Mr. Elliott objected to *any* political affiliations being displayed on publicly owned equipment or facilities. He urged that such a prohibition be established if it did not already exist. Mayor Gere invited Mr. Elliott to contact her office for more information.

Erika McPhee-Shaw asked to speak about The Crossings project. Mayor Gere explained that Ms. McPhee-Shaw was not a party of record in that matter and so could not comment on the project.

Rochelle Kealoha asked why the city did not yet have a policy against choke holds and carotid artery holds, said the city should hire social workers rather than hiring three new cops, and objected to the lack of a policy prohibiting City employees from displaying the Thin Blue Line symbol. Ms. Kealoha said she was disgusted by seeing officers display an emblem which had become a symbol of racism and white power militias. She referenced conversations with Anacortes police officers on this topic.

Kayla House asked what Council was doing to enforce and deliver on the promises of Resolution 2060 which declared a policy of inclusion. Ms. House said Black Lives Matter demonstrators at 12th and Commercial were subjected to hate speech and death threats.

Mr. Young assured the commenters and the mayor and Council were engaged in a deep discussion of this topic.

Carol Bordin asked if parties of record for The Crossings Cottages Preliminary Plat & Site Plan, which had been postponed from the October 14, 2020 City Council meeting, would be able to address the Council on that project at the present meeting. Mayor Gere confirmed that parties of record for that project would have an opportunity to address Council on information already in the record when that item was reached on the agenda.

Consent Agenda

Mr. Miller moved, seconded by Ms. Cleland-McGrath, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

- a. Minutes of October 26, 2020
- b. Approval of Claims in the amount of: \$383,974.30

The following vouchers/checks were approved for payment:
EFT numbers: 98501 through 98543, total \$267,385.76
Check numbers: 98544 through 98560, total \$111,004.47
Wire transfer numbers: 275057 through 275654, total \$5,844.62

PUBLIC HEARINGS

Public Hearing: 2021 Budget

Finance Director Steve Hogle introduced Ordinance 3078 adopting the proposed 2021 budget and briefly summarized the schedule for continued consideration and eventual adoption of the budget.

At approximately 6:33 p.m. Mayor Gere opened the advertised public hearing.

Dennis Clark, 3805 M Avenue, commented on the city's progress over the past six years addressing the backlog of street maintenance caused by the great recession, including the voter-approved sales tax increase to support street maintenance. Mr. Clark said that maintaining transportation infrastructure truly is a high priority. He strongly supported maintaining inflation-adjusted 2020 funding levels for pavement management in the 2021 budget.

Drake Elliott requested clarification on whether public opportunities to comment on the proposed budget would continue past the present meeting. Mayor Gere said yes. Mr. Elliott said he did not support hiring three new police officers and cutting other areas of the budget. He said he would rather see that money spent on mental health and housing. Mayor Gere said the public hearing on the budget would continue on November 9, 2020.

Rochelle Kealoha agreed with Mr. Elliott's comments. She supported spending on mental health, housing and social workers rather than police officers.

Kayla House agreed with Mr. Elliott and Ms. Kealoha. She did not support allocating funds to hire three new police positions. She said most problems in the community are mental health issues and could be better handled by social workers.

Mr. Hoglund invited Council and the public to contact him with any additional questions. Members of the Finance Committee suggested that the Mr. Hoglund's presentation to the committee at its meeting the prior Wednesday would be useful to the entire Council and the public. Councilmembers concurred. Mayor Gere directed Mr. Hoglund to share that presentation at the November 9, 2020 regular City Council meeting.

Mayor Gere left the public hearing on the 2021 budget open to the next regular City Council meeting on November 9, 2020.

OTHER BUSINESS

Closed Record Decision Hearing: LPS-2020-0001 - The Crossings Cottages Preliminary Plat & Site Plan
Planning Manager Libby Grage presented the project, referring to her slide presentation included in the packet materials for the meeting. Ms. Grage provided an overview of the project and the process to date.

Councilmembers Moulton, Walters and Young expressed interest in conditioning the wood chipped path to connect to the lower street, not just the common area.

Mayor Gere invited the applicant to address the Council.

Mr. Strandberg said Ms. Grage's presentation had covered the project well and that he was available to respond to questions.

Mayor Gere invited parties of record to address the Council.

Shawn Patrick referred to his letter in the record for the project. Mr. Patrick expressed his concerns that parking from the project would overflow onto his street, Meadows Lane, and that surface water from the project would end up in his crawl space.

Carol Bordin argued against the classification of the wetland as a Category 2 wetland and said that 225-foot buffers should apply which would reduce the project from 18 cottages to 9. Ms. Bordin also addressed impacts of the local hydrology from development, wildlife species monitoring, wildlife habitat, prohibitions on pesticides, herbicides and insecticides, limiting truck access from the west, prohibiting trails and human access in the buffer, wildlife corridors, tree preservation and replacement, and additional suggested conditions.

Cherie Goyer said that AMC 19.42.100 would only allow 16 cottages on the site, not 18. Ms. Goyer also said parking is a huge issue. She expressed extreme concern about increased traffic and pedestrian safety at the intersection of Oregon Avenue and West 12th Street if Oregon Avenue were connected to Meadows Lane. She also asked how construction crews would access the site without violating the wetland buffer.

Susan Lavell Warm said the wetland on the project site was not a separate Category 2 wetland but a contiguous Category 3 wetland with the wetland across the street, hence required larger buffers. Ms. Lavell Warm also argued that the chipped path through the wetland was not in the best interest of the wetland and questioned when Meadows Lane would be widened to meet the demands of increased traffic.

No other parties of record expressed an interest in addressing Council. Mayor Gere invited Council discussion.

Councilmembers questioned Ms. Grange, Engineering Technician Steve Lange, Planning Director Don Measamer and the applicant about the street width and improvements on Meadows Lane, parking, and prohibition of short-term rentals. At Mr. McDougall's request, Karla Gallina of ATSI explained why Wetlands A and B had been classified as separate wetlands in ATSI's critical areas report.

Ms. Bordin and Ms. Lavell Warm disagreed with Ms. Gallina's classification.

Ms. Grage displayed the recommended conditions of approval for the project.

Mayor Gere queried councilmembers whether they wished to take action or to continue deliberations on the project the following week. It was agreed to continue the closed record decision hearing to November 9, 2020.

Mayor Gere observed the late hour and suggested that consideration of the remainder of the agenda items be postponed to the November 9, 2020 regular City Council meeting. No councilmembers or staff objected.

At approximately 9:00 p.m. the Anacortes City Council meeting of November 2, 2020 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 November 9, 2020 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
275974	8/21/2020	E20049P-20	ELEMENTAL AIR, LLC	WWTP COMPLIANCE EMISSIONS TESTING	\$ 3,062.20	dwhtp
275694	8/31/2020	00540-AUG20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 26.00	court
275695	8/31/2020	00682-AUG20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 39.00	court
275696	8/31/2020	00684-AUG20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 97.50	court
275697	8/31/2020	00668-AUG20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 13.00	court
275698	8/31/2020	00670-AUG20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 13.00	court
275699	8/31/2020	00408-AUG20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 13.00	court
275700	8/31/2020	00594-AUG20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 13.00	court
275701	8/31/2020	00669-AUG20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 71.50	court
275927	9/16/2020	MOFFITT SBSG INV1	A-TOWN BISTRO	MOFFITT SBSG SCF GRANT	\$ 2,000.00	plan
275921	9/17/2020	Honeycutt Invoice 1	A-TOWN CLEANING, LLC	HONEYCUTT SBSG SCF GRANT	\$ 3,000.00	plan
275931	9/18/2020	PAWAR INVOICE 1	ANACO BAY INN	ANACO BAY INN SBSG SCF GRANT	\$ 5,000.00	plan
275926	9/18/2020	MaMaWing Invoice 1	MAMAWING KITCHEN	MAMA WING SBSG SCF GRANT	\$ 8,000.00	plan
275929	9/19/2020	Calise SBSG Inv 1	NONNA LUISA RISTORANTE	CALISE SBSG SCF GRANT	\$ 9,000.00	plan
275917	9/20/2020	BL SBSG Invoice 1	BROWN LANTERN ALEHOUSE, LTC	BROWN LANTERN SBSG SCF GRANT	\$ 9,000.00	plan
275920	9/20/2020	Frida's SBSG Inv 1	FRIDAS INC. II	FRIDAS SBSG SCF GRANT	\$ 9,000.00	plan
275912	9/20/2020	Archibald SBSG Inv1	JOHNNY PICASSO'S	ARCHIBALD SBSG INVOICE 1	\$ 8,500.00	plan
275913	9/21/2020	Atterberry SBSG Inv1	BOB'S CHOWDER BAR	ATTERBERRY SBSG SKAGIT COMM FOUNDATION	\$ 1,500.00	plan
275919	9/21/2020	ElJinete Invoice 1	EL JINETE	EL JINETE SBSG SCF GRANT	\$ 8,000.00	plan
275940	9/21/2020	Wientge Invoice 1	NJORDIC MOUNTAIN APIARY	WIENTGE NJORDIC MT SBSG SCF GRANT	\$ 4,000.00	plan
275863	9/22/2020	SBSG Invoice 1	CAFE ADRIPT	SBSG SKAGIT FOUNDATION GRANT	\$ 8,500.00	plan
275935	9/23/2020	Rhoads SBSG Inv 1	ROCKFISH GRILL	ROCKFISH GRILL SBSG SCF GRANT	\$ 1,000.00	plan
275923	9/23/2020	LOPEZ INVOICE 1	UNION TAVERN, LLC	UNION TAVERN SBSG SCF GRANT	\$ 2,000.00	plan
275939	9/23/2020	Schipper SBSG Inv 1	UNIQUE ROMANCE TRAVEL	SCHIPPER UNIQUE TRAVEL SBSG SCF GRANT	\$ 4,000.00	plan
275962	9/28/2020	7001850070	AMERICAN WATER WORKS	WTP AWWA MEMBERSHIP 1/1/21-12/31/21	\$ 2,269.00	dwtp
275938	9/29/2020	Thornlow Invoice 1	DRINK YOUR VEGGIES	THORNLOW DRINK VEGGIES SBSG SCF GRANT	\$ 5,500.00	plan
275702	9/30/2020	00705-SEP20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 39.00	court
275703	9/30/2020	00699-SEP20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 136.50	court
275704	9/30/2020	00700-SEP20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 201.50	court
275705	9/30/2020	00454-SEP20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 13.00	court
275706	9/30/2020	00704-SEP20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 26.00	court
275707	9/30/2020	00706-SEP20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 58.50	court

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
275708	9/30/2020	00714-SEP20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 26.00	court
275709	9/30/2020	00670-SEP20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 19.50	court
275710	9/30/2020	00669-SEP20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 162.50	court
275711	9/30/2020	00698-SEP20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 273.00	court
275712	9/30/2020	00215-SEP20	CAMPBELL LAW FIRM	PUB DEF COVER	\$ 195.00	court
275713	9/30/2020	00701-SEP20	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 195.00	court
275963	9/30/2020	IN937560	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - SEPT 2020	\$ 1,695.00	fiber
275967	9/30/2020	IN937561	NOANET	OSP FIBER MANAGEMENT - TRAVEL EXPENSES SEPTEMBER 2020	\$ 211.88	fiber
275968	9/30/2020	IN937562	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - GIS & ENGINEERING - SEPT 2020	\$ 172.50	fiber
275971	9/30/2020	IN937569	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - SEPT 2020	\$ 2,680.00	fiber
275972	9/30/2020	IN937570	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - SEPTEMBER 2020	\$ 3,150.00	fiber
275853	10/1/2020	2020 4th Qtr	NORTHWEST PARKING EQUIPMENT	4TH QUARTER MAINTENANCE WA PARK	\$ 462.40	parks1
275922	10/2/2020	Home Sweet Invoice 1	HOME SWEET HOME ANTIQUES	HOME SWEET SBSG SCF GRANT	\$ 5,000.00	plan
275936	10/5/2020	Terrell SBSG Inv 1	SUNNYHILL KENNELS	SUNNYHILL KENNEL SBSG SCF GRANT	\$ 8,500.00	plan
275789	10/6/2020	331 0541077	UNIFIRST CORPORATION	WATER CREW LAUNDRY	\$ 45.49	wdist
275859	10/7/2020	27556	PACIFIC CABLE CONSTRUCTION	OUTSIDE PLANT FOR SAMISH CANNERY BUILDING	\$ 23,250.48	fiber
275978	10/13/2020	RE 41 JZ0893 L002	WASHINGTON STATE DEPARTMENT	PLAN REVIEW FOR COMMERCIAL AVE CORRIDOR PLAN PHASE 1 - 11TH ST TO 13TH ST	\$ 692.24	pw1
275862	10/16/2020	00-2019-240 - 12	ALTA PLANNING AND DESIGN, INC	COMMERCIAL AVE CORRIDOR PLAN PHASE 1 - 11TH-13TH ST DESIGN - SEPT 2020	\$ 4,043.28	pw1
275961	10/16/2020	9318314744	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC DROP CABLES	\$ 1,158.52	fiber
275849	10/16/2020	10/16/2020	SCOTT MAYER TREE	STRUTURAL TREE PRUNING AND TRAINING 02/14-02/16	\$ 2,194.38	parks1
275976	10/19/2020	1714889	STANTEC CONSULTING SERVICES	PASS LAKE 10" WATERLINE DESIGN - SEPT 2020	\$ 3,310.50	pw1
275839	10/20/2020	94803977	SMOKEY POINT CONCRETE INC	CONCRETE FOR SEWER MAIN BREAK	\$ 684.90	dshop
275788	10/20/2020	331 0543225	UNIFIRST CORPORATION	WATER CREW LAUNDRY	\$ 45.49	wdist
275787	10/20/2020	9865361170	VERIZON WIRELESS	WWTP SCADA COMMUNICATION 9/21-10/20/20	\$ 1,121.55	dwwtp
275714	10/21/2020	1216709	SKAGIT PUBLISHING LLC	PUBLISH AA-2035912 AA-2036210 AA-2036235	\$ 220.60	finance
275861	10/21/2020	T19-013.06	TUTTLE ENGINEERING AND MGMT	GRAND VIEW CEMETERY EXPANSION - PHASE 1 - DESIGN - SEPT 2020	\$ 3,620.50	parks1
275837	10/22/2020	14771980	MCKESSON MEDICAL-SURGICAL	OB KITS	\$ 79.37	medic

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
275854	10/23/2020	9318428379	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC SPLICE CLOSURE	\$ 432.92	fiber
275795	10/23/2020	35724	JET CITY EQUIPMENT	SAND- WATER DEPT	\$ 160.11	wdist
275746	10/24/2020	141801	LAKESIDE INDUSTRIES, INC.	DUMP FEES- 41ST ST STORM WORK	\$ 69.84	dshop
275749	10/24/2020	141855	LAKESIDE INDUSTRIES, INC.	DUMP FEES- WATER DEPT	\$ 672.60	dshop
275750	10/24/2020	141603	LAKESIDE INDUSTRIES, INC.	HMA 1/2" ASPHALT/ TACK- 41ST ST PROJECT	\$ 2,295.49	dshop
275983	10/26/2020	93924113	ESRI INC	ARCGIS DESKTOP YEARLY MAINTENANCE	\$ 22,304.00	pw1
275693	10/26/2020	I5625485	HD FOWLER COMPANY INC	MARKING PAINT	\$ 424.53	wdist
275776	10/26/2020	9865821052	VERIZON WIRELESS	WTP SCADA MODEM 9/27-10/26/20	\$ 520.26	dwtpt
275918	10/27/2020	290091B	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 413.57	pwfac
275957	10/27/2020	288375B	BAY CITY SUPPLY	FACILITY USE ITEMS	\$ 265.98	pwfac
275965	10/27/2020	9318477205	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC CABLE	\$ 4,967.35	fiber
275984	10/27/2020	260538R-DM	REISNER DISTRIBUTOR INC	FUEL AND TANK CLEANER, TESTING	\$ 2,528.83	dwtpt
275925	10/27/2020	117957	SUMMIT LAW GROUP, PLLC	PROFESSIONAL SERVICES 9/21/20	\$ 177.50	hr
275958	10/27/2020	331 0544310	UNIFIRST CORPORATION	WATER CREW LAUNDRY	\$ 45.49	wdist
275786	10/27/2020	7145244-00	WESTERN EQUIPMENT, C/O TURFSTAR	RELAY #706	\$ 46.96	dshop
275777	10/28/2020	4897	ANACORTES TOWING, LLC	TOW VEH 033	\$ 168.64	dshop
275948	10/28/2020	5182	ANACORTES TOWING, LLC	TOWING; APD CASE 20-A07066	\$ 163.20	apd
275835	10/28/2020	5866296	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 1,177.10	medic
275779	10/28/2020	93001072	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 5,213.00	dwtpt
275790	10/28/2020	0930663	FERGUSON ENTERPRISES, INC	MC PKG SR2 5/8, METERS FOR INVENTORY	\$ 6,218.79	wdist
275973	10/28/2020	10-28-20	KING, TREVA	ACTIVE TRANSPORTATION COORDINATOR - OCTOBER 2020	\$ 170.00	pw1
275748	10/28/2020	198106	NAPA	OIL FILTER	\$ 3.64	dshop
275796	10/28/2020	220015149234	PUGET SOUND ENERGY INC	8147 S MARCH PT RD- STREET LIGHTS 9/30-10/28/20	\$ 26.89	dshop
275975	10/28/2020	18147	TRANSPORTATION SOLUTIONS INC	32ND AND M INTERSECTION - DESIGN - 8/16/20-10/28/20	\$ 6,262.17	pw1
275785	10/28/2020	4401945	TWO RIVERS TERMINAL, LLC	PLANT CHEMICALS	\$ 9,841.10	dwwtp
275778	10/28/2020	331 0544484	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 87.97	dwtpt
275780	10/28/2020	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 10/28-11/27/20	\$ 79.51	finance
275784	10/28/2020	360-299-0813-1017915	ZIPLY FIBER	WWTP 10/28-11/27/20	\$ 313.69	dwwtp
275793	10/28/2020	360-299-3674-0214175	ZIPLY FIBER	OPS 10/28- 11/27/20	\$ 70.66	dshop
275831	10/28/2020	360-293-3725-0501135	ZIPLY FIBER	DEPOT PHONE 10/28-11/27/20	\$ 63.01	parks1
275838	10/28/2020	360-293-9063-0926075	ZIPLY FIBER	STA 3 PHONE/FAX/INTERNET 10/28-11/27/20	\$ 83.00	medic

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
275937	10/28/2020	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 10/28-11/27/20	\$ 73.14	apd
275941	10/28/2020	360-588-9248-0619005	ZIPLY FIBER	APD BACKUP LINE 10/28-11/27/20	\$ 207.57	apd
275943	10/28/2020	360-588-1422-0822015	ZIPLY FIBER	APD BUSINESS LINE 10/28-11/27/20	\$ 301.80	apd
275945	10/28/2020	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 10/28-11/27/20	\$ 85.93	apd
275960	10/29/2020	291301	BAY CITY SUPPLY	FACILITY USE SUPPLIES	\$ 534.34	pwfac
275966	10/29/2020	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 10/1-10/28/20	\$ 559.29	dwtpt
274433	10/29/2020	N105188	CORE & MAIN LP	WATER INVENTORY - PTM-1NL 3/4 BRS INSERT	\$ 8,835.51	wdist
275791	10/29/2020	N248941	CORE & MAIN LP	VALVE BOX TOPS	\$ 607.54	wdist
275782	10/29/2020	3-147319	LOUIS AUTO GLASS INC.	INSTALL WINDSHIELD	\$ 160.88	dshop
275783	10/29/2020	3-147320	LOUIS AUTO GLASS INC.	INSTALL WINDSHIELD	\$ 160.88	dshop
275832	10/29/2020	198219	NAPA	AIR FILTER- SHOP	\$ 11.06	dshop
275946	10/29/2020	034285641	SAFEGUARD CASCADES	CASH JOURNALS AND CASH RECEIPTS FOR FRONT OFFICE	\$ 401.35	apd
275842	10/29/2020	1201670	SIGNATURE FORMS, INC	TAX FORMS	\$ 218.60	finance
275747	10/29/2020	112842	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	\$ 140.00	dshop
275910	10/30/2020	117132	A-1 MOBILE LOCK AND KEY, INC.	FACILITY USE ITEMS (DEPOT) TRAIN STORAGE	\$ 141.44	pwfac
275949	10/30/2020	4897-1	ANACORTES TOWING, LLC	TOWING; APD CASE 20-A07115	\$ 163.20	apd
275836	10/30/2020	5875046	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 317.70	medic
275840	10/30/2020	WAANA129564	FASTENAL COMPANY	ASSORTED BATTERIES	\$ 7.63	medic
275800	10/30/2020	3811	MCINTYRE, ALAN	LOT BUY BACK ALAN MCINTYRE	\$ 773.00	parks1
275959	10/30/2020	10306143	NAVIA BENEFIT SOLUTIONS, INC	OCTOBER FLEXIBLE SPENDING PARTICIPANT FEE	\$ 116.20	hr
275833	10/30/2020	12339873	PAPE MACHINERY INC.	ACTUATOR- #714	\$ 1,422.73	dshop
275914	10/30/2020	3494	SIGND OG NW	COVID -19 MASK REQUIRED SIGNS	\$ 318.24	pwfac
275781	10/30/2020	RefundYuen	YUEN, DIANA	WA PARK CAMPGROUND REFUND YUEN	\$ 21.00	parks1
275834	10/31/2020	0100111	UTILITIES UNDERGROUND LOCATION	OCTOBER LOCATE TICKETS	\$ 272.19	dshop
275860	11/1/2020	1020	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - OCTOBER 2020	\$ 262.50	parks1
275916	11/1/2020	3996	NW CLEANERS	HEART OF ANACORTES	\$ 550.00	pwfac
275843	11/1/2020	5060728830	RICOH USA, INC	S/N C86152062 HR COPIES 10/1-10/31/20	\$ 7.27	finance
275844	11/1/2020	5060728988	RICOH USA, INC	S/N C86180481 PARKS 8/1-10/31/20	\$ 7.54	finance
275845	11/1/2020	5060728999	RICOH USA, INC	S/N C86111692 ENG 8/1-10/31/20	\$ 22.67	finance
275847	11/1/2020	5060729288	RICOH USA, INC	S/N C86078711 LIBRARY FL1 STAFF COPIER 8/1-10/31/20	\$ 400.55	finance
275933	11/1/2020	5060729006	RICOH USA, INC	S/N C86146548 APD PATROL OFFICE 8/1-10/31/20	\$ 97.52	apd

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
275934	11/1/2020	5060729279	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 10/1-10/31/20	\$ 28.22	apd
275841	11/1/2020	12/1/2020	STRYKER SALES CORPORATION	STRYKER MAINTENANCE CONTRACT: 12/1/20 - 11/30/21	\$ 6,958.76	medic
275928	11/1/2020	GB00100301	TRANSAMERICA LIFE INS CO	NOVEMBER, LEOFF LONG-TERM CARE INSURANCE	\$ 634.98	hr
275852	11/1/2020	123822	VENTEK INTERNATIONAL	NOVEMBER SERVER HOSTING AND CELL CARRIER	\$ 135.00	parks1
275964	11/1/2020	2202170-0043-3	WASTE MANAGEMENT	GARBAGE RECYCLING 10/1-10/31/20	\$ 132.69	dwtp
275969	11/1/2020	102853701-0008471	WAVE	DEDICATED INTERNET & DARK FIBER	\$ 1,796.02	fiber
275986	11/2/2020	9318572000	GRAYBAR ELECTRIC COMPANY, INC	MULTI-PORT SERVICE TERMINAL	\$ 432.90	fiber
275858	11/2/2020	RefundParbon	PARBON, TIM	WA PARK CAMPGROUND REFUND PARBON	\$ 84.00	parks1
275980	11/3/2020	20-088-SEW-0011	ALLIED TRENCHLESS	RETAINAGE RELEASE	\$ 6,721.12	pw1
275955	11/3/2020	5882805	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 481.38	medic
275977	11/3/2020	198612	NAPA	SPARK PLUG- #6919	\$ 2.87	dshop
275942	11/3/2020	1162	REBECCA DEAN PLLC	CITYS SHARE OF SERVICES RENDERED SEPT & OCTOBER 2020	\$ 7,018.25	hr
275985	11/3/2020	1253	THE CLEAN TEAM	LTAC 22ND & R PUBLIC RESTROOM MAIN	\$ 600.00	plan
275982	11/3/2020	20-175-SEW-0011	WELCH BROTHERS CONSTRUCTION	RETAINAGE RELEASE	\$ 2,207.27	pw1

Total **\$267,002.31**



City Council Agenda Item Summary

Meeting Date: 11/9/2020

Agenda Item Number: 5a

Agenda Item Title: Public Hearing: Ordinance 3078 adopting the 2021 Budget

Staff Contact(s): Steve Hoglund

Action Type: Public Hearing; Ordinance 3078

Item Summary: The entire draft budget is available for review on the [City website](#), consisting of 21 Funds, and totaling \$73.3M for the budget year 2021.

Budget Impact

Amount Budgeted: \$73,313,936.00

Proposed Expenditure: \$73,313,936.00

Budget Amendment Required?

Previous Action:

[October 5](#) Mayors budget message.

[October 19](#) Governmental funds budget review.

[October 26](#) Public Works budget review.

Recommended Motion: I move to approve Ordinance 3078 adopting the fiscal year 2021 budget.

Alternative Actions: Do not approve ordinance, continue budget discussion

Attachments In order presented:

- Ordinance 3078

ORDINANCE NO. 3078

AN ORDINANCE ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES
AND USES FOR THE YEAR 2021

Section 1. The 2021 Budget for the City of Anacortes, Washington as established by the City Council and made available for distribution to the general public through the office of the City Clerk-Treasurer, is hereby adopted by reference.

Section 2. The total estimated revenues and appropriations for each budgeted fund and the aggregate total for all such funds combined is itemized below. Estimated revenues and expenditures include overhead accruals to the General fund from the utility funds as authorized by state law. As the City of Anacortes utilizes the Mayor in a fulltime capacity overseeing all funds including the utility funds, such accruals provide for inclusion of the Mayor's office to recover associated costs. All revenues and expenditures for all budgeted funds are summarized and set forth as follows:

Fund		2021 Revenues/ Expenditures
001	GENERAL FUND	19,454,674
101	PARKS & RECREATION FUND	2,099,969
102	GRANDVIEW CEMETERY FUND	249,444
103	PUBLIC LIBRARY FUND	1,624,519
104	STREET MAINTENANCE FUND	1,964,330
105	ARTERIAL STREET CONSTRUCTION	1,732,836
106	ANACORTES TBD#1	1,130,103
107	WASHINGTON PARK FUND	277,587
108	PARKS CAPITAL IMPROVEMENT	700,000
109	AFFORDABLE HOUSING	565,052
110	AMBULANCE SERVICE FUND	3,921,079
112	DEVELOPMENT IMPACT FEE	550,000
113	ACFL MANAGEMENT FUND	54,899
135	TOURISM FUND	379,779
335	REET	932,500
401	WATER FUND	20,972,805
440	SEWER FUND	7,578,414
445	STORM DRAINAGE FUND	1,661,311
450	SANITATION FUND	4,779,582
501	EQUIPMENT RENTAL FUND	2,640,122
611	FIREMEN'S PENSION FUND	44,931
	Total	73,313,936

Section 3. The City Clerk-Treasurer of the City of Anacortes is hereby authorized to transmit a complete copy of the final budget, as herein above adopted by reference, to the Division of Municipal Corporations in the Office of the State Auditor, to the Association of Washington Cities, and to the Municipal Research & Services Center of Washington.

Section 4. Effective date. This Ordinance shall take effect from and after five (5) days after its passage and publication, as required by law.

PASSED AND APPROVED this 23rd day of November, 2020

CITY OF ANACORTES, WASHINGTON

By: _____
Laurie Gere, Mayor

ATTEST

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM

Darcy J. Swetnam, WSBA # 40530
City Attorney



City Council Contract Agenda Bill

Meeting Date: 11/9/2020 **Agenda Item:** 6a

Subject: Contract Award – Learn to Sail Program #20-216-PRK-001

Staff Contact: Jonn Lunsford

Approved for Submittal to Council by: Darcy Swetnam, City Attorney
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Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$25,000.00 + 75% of all revenues collected from the "Learn to Sail" program fees to The Anacortes Waterfront Alliance. In addition, the City will transfer ownership of all boats to Alliance, to be used for the "Learn to Sail" program, Anacortes High School Sailing, and any other programs operated by the Alliance.

Background:

1. **History:** The Parks and Recreation Department and the City Attorney have been working with the Anacortes Waterfront Alliance on a contract to transfer city sailing assets to the Alliance so they can expand sailing opportunities for local residents. The Alliance is capable of running the high school sailing club, providing learn to sail classes and offering advanced sailing lessons. Several of the boats in our current fleet were donated to the City by private interests. These generous citizens would also support the Alliance as it seeks to expand its programs. This contract provides an agreement for future cooperation between the City and the Alliance.
2. **Key Terms:**
 - The City will pay Alliance an annual fee of \$25,000.00 + 75% of all revenues collected from the "Learn to Sail" program fees.
 - The term of the Agreement is through December 31, 2021.

Previous Council/Committee Action: N/A

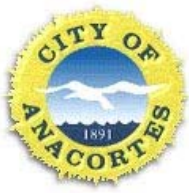
Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 20-216-PRK-001 with The Anacortes Waterfront Alliance for the performance of the Learn to Sail Program.

Alternative Actions: Not award the contract

Attachments: Contract 20-216-PRK-001

Contractor	The Anacortes Waterfront Alliance
Contract Amount	\$25,000.00
Earmarked Funds	
BARS #	101.410.571.00.41
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/21



AGREEMENT 20-216-PRK-001
Between
THE CITY OF ANACORTES
AND
ANACORTES WATERFRONT ALLIANCE

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and The Anacortes Waterfront Alliance, hereinafter referred to as the "Alliance", together referred to as "Parties".

WHEREAS the City has operated a sailing program for youths and adults since 1997, providing both instruction and recreational opportunities to the community; and

WHEREAS the City uses the facilities at Seafarers Memorial Park pursuant to an Interlocal Agreement with the Port of Anacortes for the "Learn to Sail" program; and

WHEREAS the City has worked cooperatively with the local small boat users and organizations to enhance sailing opportunities such as the summer "Learn to Sail" program and support for the Anacortes High School Sailing Club, which operates at Seafarers Memorial Park; and

WHEREAS the City currently owns a fleet of approximately 20 boats, listed in Appendix "A" of which 9 were donated with private funds; and

WHEREAS the City currently has an agreement with the Port of Anacortes for moorage of boats listed in Appendix "A"; and

WHEREAS the 2019 revenues from the "Learn to Sail" program were \$6,000 and costs for running the sailing programs were \$35,973 not including liability insurance or Park Management time;

WHEREAS the consideration for these assets is enhancement of the community sailing program and providing "Learn to Sail" for local youths and adults in partnership with the City, providing a competitive High School Sailing Club and operating other sailing programs as determined and operated by the Alliance; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Parties' Responsibilities.

a. City Responsibilities.

- i. City will establish reasonable rates for the "Learn to Sail" program to encourage equitable participation and collect all "Learn to Sail" revenue during the Term of this Agreement.
- ii. The City will forward to Alliance the sum of seventy-five percent (75%) of all revenues collected from the "Learn to Sail" program fees. The City will retain twenty-five percent (25%) to cover City administration expenses.
- iii. City will pay Alliance a sum of twenty five thousand dollars (\$25,000) annually, beginning January 1, 2021 with such payment to be made no later than June 1st of any calendar year.
- iv. City will transfer ownership of all BOATS to Alliance, to be used for the "Learn to Sail" program, Anacortes High School Sailing, and any other programs operated by the Alliance.
- v. City will make reasonable efforts to maintain access to the Seafarers Memorial Park to provide the Learn to Sail program a venue.

b. Alliance Responsibilities.

- i. Alliance will provide all programming and oversight for the "Learn to Sail" program, which shall include beginner and intermediate classes.
- ii. Alliance will develop and institute all safety protocols necessary to protect the safety of participants, staff, and equipment during all "Learn to Sail" instruction, Anacortes High School Sailing, and any other programs operated by Alliance, set up, and management.

- iii. Alliance will assume responsibility for all aspects of any additional programming operated by Alliance, including to schedule, register, and collect all fees for advanced or master sailing programs, private sailing lessons, and High School Sailing Club. Alliance will pay all staff, including instructors and coaches, maintain all boats and safety equipment, manage business overhead, secure all necessary insurance, and take all actions to operate its programs up to the highest professional and industry standards.
 - iv. Alliance will assume responsibility for all moorage fees and arrangements with the Port of Anacortes for storage of boats listed in Exhibit A at Port facilities within thirty (30) days of execution of this Agreement, at which point the City will discontinue payments for all moorage fees.
 - v. Alliance will return with clear title all BOATS to the City if at any time during a period of five years from the date of execution of this Agreement, Alliance, discontinues the "Learn to Sail" program.
2. **Term.** The term of this Agreement will begin on June 1, 2020 and end on December 31, 2021. Following December 31, 2021 the Parties agree to revisit this agreement to evaluate its success and continuation. If Alliance is unable to provide community sailing programming and "Learn to Sail" classes within the duration of this Agreement and for a total of five years from the date of execution, all property listed in Appendix A shall be returned to the City within thirty (30) days.
3. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Agreement Name and Number, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period. Alliance must invoice **MONTHLY** for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org

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

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

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

5. **Withholding Payment.** In the event Alliance has failed to perform any obligation to be performed by Alliance under this Agreement within the time set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Alliance, without penalty, until such failure to perform is cured or otherwise adjudicated.
6. **Assignment and Subcontracting.** No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval by the City.

7. **City of Anacortes Name and Logo Use.** Any and all information sent out naming City of Anacortes and or using the City of Anacortes logo first must be reviewed and pre-approved by the City of Anacortes. This includes any information for fundraising efforts.
8. **Ownership and Use of Documents.** Class curriculum shall remain the property of Alliance. All other finished and unfinished documents and material prepared by Alliance with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to class records, reports, electronic and non-electronic data, and other design documents prepared by Alliance. Pursuant to RCW 42.56.70, all information and documents produced with funds paid by the City under this Agreement may be subject to public disclosure.
9. **Confidentiality.** Alliance, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by Alliance in performance of this Agreement, except upon the prior written consent of the City Attorney or an order entered by a court after having acquired jurisdiction over the City. Alliance shall immediately give to the City notice of any judicial proceedings seeking disclosure of such information. Alliance shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Alliance's breach of this provision.
10. **Defense and Indemnity Agreement.**

Alliance shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries including death at any time resulting therefrom, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Alliance in 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 Alliance and the City, its officers, officials, employees, and volunteers, Alliance's liability hereunder including the duty and cost to defend hereunder shall be only to the extent of Alliance's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Alliance'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 Clause shall survive the expiration or termination of this Agreement.

11. **Insurance**

- a. Term: Alliance shall procure and maintain insurance, as required in this Section, without interruption from commencement of Alliance's work through the term of the contract and for thirty (30) days after termination, unless otherwise indicated herein.
- b. No limitation: Alliance's maintenance of insurance, its scope or coverage and limits as required herein shall not be construed to limit the liability of Alliance to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance: Alliance's required insurance shall be of the types and coverage as stated below:
 - i. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured under Alliance's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured – Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

- ii. Sexual Abuse and Molestation Coverage.
 - iii. Marine General Liability insurance shall cover:
 - 1. Bodily injury that occurs out of the Alliance's operations;
 - 2. Property damage that occurs out of the Alliance's operations;
 - 3. Member and guest boats which are in care, custody, or control of Alliance;
 - 4. Liability arising out of races, regattas, and practices hosted by Alliance.
 - d. Minimum Amounts of Insurance: Alliance shall maintain the following insurance limits:
 - i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - ii. Sexual Abuse and Molestation insurance shall be written with limits no less than \$1,000,000 per occurrence or per claim limits.
 - iii. Marine General Liability insurance shall be written with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.
 - e. Public Entity Full Availability of Alliance Limits: If Alliance maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Alliance, irrespective of whether such limits maintained by Alliance are greater than those required by this contract or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by Alliance.
 - f. Other Insurance Provision. Alliance's Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Alliance's insurance and shall not contribute with it.
 - g. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - h. Verification of Coverage: Alliance shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsements, evidencing the insurance requirements of Alliance before commencement of the work. Upon request by the City, Alliance shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.
 - i. Notice of Cancellation: Alliance shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.
 - j. Failure to Maintain Insurance: Failure on the part of Alliance to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five business days notice to Alliance to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Alliance from the City.
12. **Inspection.** The Project Manager shall have power to reject instruments of services which fail to comply with the requirements of this Agreement, but in case of dispute Alliance may appeal to the City's Parks and Recreation Director, whose decision shall be final. Alliance shall comply with any and all orders and instructions given by the representative of the particular Department administering the Agreement in accordance with the terms of the Agreement. Nothing herein contained shall be taken to relieve Alliance of his/her obligations or responsibilities under the Agreement. However, the Alliance shall be responsible for its own methods and conduct during the period of performance.
13. **Discrimination Prohibited.** Alliance shall not discriminate against any employee, applicant for employment, class/program participant or any other person in the performance of this Agreement because of race, creed, national origin, marital status, sex, age, disability, sexual orientation, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

14. **Alliance is an Independent Contractor.** The parties intend that an independent Contractor relationship will be created by this Agreement. No agent, employee or representative of Alliance shall be deemed to be an agent, employee or representative of the City for any purpose. The City will not pay for any additional education, certification, or costs associated with Alliance's responsibilities listed in Paragraph 2 above.
15. **The City's Right to Terminate Agreement.**
- a. Termination for Default. If Alliance defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to Alliance in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, Alliance shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Alliance. Alliance shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that Alliance was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.
 - b. Termination for Public Convenience. The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, Alliance shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.
16. **Changes/Additional Work.** The City may engage Alliance to perform services in addition to those listed in this Agreement, and Alliance will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate Alliance to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.
17. **Non-waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
18. **Dispute Resolution.**
- a. General: Differences between Alliance and the City, arising under and by virtue of this Agreement shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The provisions of this Clause shall survive the expiration or termination of this Agreement.
 - b. Procedure: In the event of a dispute between the City and Alliance arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and Alliance to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The

parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

- c. **Notice of Potential Claims.** Alliance shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Agent or the City, or (2) the happening of any event or occurrence, unless Alliance has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which Alliance believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Alliance shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.
- d. **Detailed Claim.** Alliance shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, Alliance has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

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

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

Alliance specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

21. **Venue and Choice of Law.** In the event that any litigation should arise concerning the services under this Agreement, interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

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

23. **Survival of Agreement Termination.** The provisions of the following paragraphs, the provisions of the non-collusion affidavit, and the liability of Alliance for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any

reason: Taxes; Warranty; The City's Right to Terminate Contract; Venue and Choice of Law; Defense & Indemnity Agreement.

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

25. **Notices.** Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following addresses:

CITY:

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

ALLIANCE:

Anacortes Waterfront Alliance
PO Box 2164
Anacortes, WA 98221

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

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

CITY OF ANACORTES

ANACORTES WATERFRONT ALLIANCE

By _____
Laurie Gere, Mayor

Date _____

Title

Date

APPENDIX A

POWER BOATS (used for support)

2002 Achilles Inflatable 12' Dinghy w/2014 9.9 hp motor

1996 Avon RIB 8' Powerboat w/1999 30 hp
motor

1999 Rendova RIB 12' Powerboat w/40 hp
motor

2018 Oceana RIB 17' Powerboat w/50 hp
motor

2010 Yamaha 25 hp motor

TRAILERS

1996 EZ Loader Trailer

2013 EZ Loader three sailboat
trailer

1970 Yarbo Sailboat Trailer

SAILBOATS

2005 Optimist 8' Sailboat

2008 Optimist 8' Sailboat

2008 Optimist 8' Sailboat

2000 Lido 14' Sailboat

2000 Lido 14' Sailboat

2008 Lido 14' Sailboat

1989 FJ 14'

Sailboat

1989 FJ 14'

Sailboat

1989 FJ 14'

Sailboat

2013 FJ 14'

Sailboat

2013 FJ 14'

Sailboat

2013 FJ 14'

Sailboat

2015 FJ 14'

Sailboat

2019 FJ 14'

Sailboat

2019 FJ 14'

Sailboat



ANACORTES
WASHINGTON

Server Infrastructure Refresh Project

Hyperconverged (HCI)
& Block Hour Project



Overview

City has aging infrastructure that needs to be upgraded

Project standardizes City infrastructure to utilize Microsoft storage spaces and Azure cloud technologies

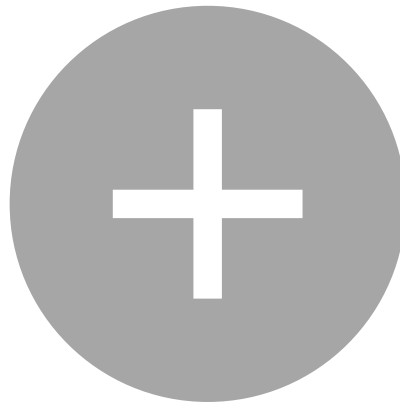
Actively running a portion of our environment on a 2-node cluster and traditional server and SAN architecture (Hyper-V)



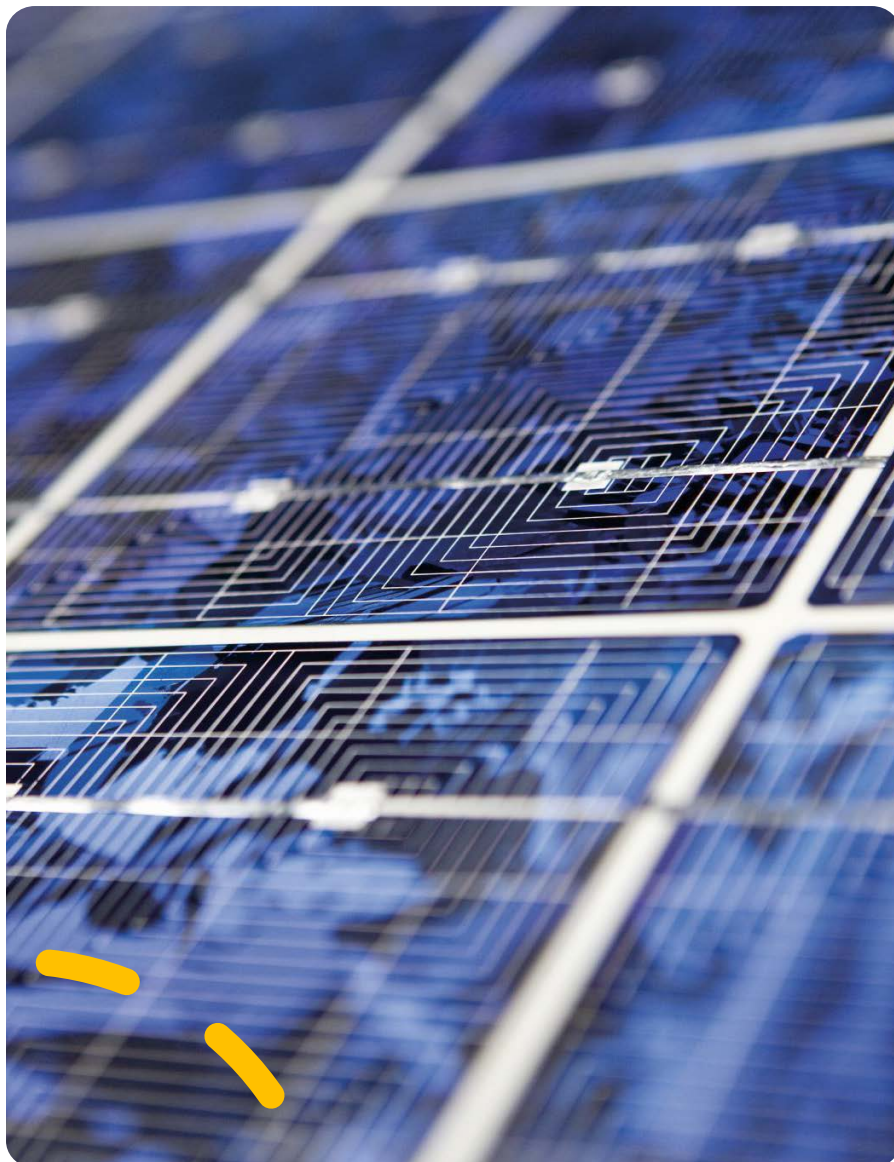
Two contracts necessary for full implementation



HYPERCONVERGED
INFRASTRUCTURE (SMALL
TOOLS/EQUIPMENT)



BLOCK HOURS (PROFESSIONAL
SERVICES)



Financial Impacts

Dell S2D
Ready
Nodes and
Networking
\$140,350

- \$89,000 remaining in budget
- \$22,000 DIS reserves
- \$30,000 budget amendment
 - Amendment amount will be reduced when the CARES funding small tools & equipment expenses from IT are credited back to the department

Davenport
Block Hours
Project
\$32,000

- 1/3 paid by water utility
- 2/3 from general fund
- \$21,000 budget amendment
 - Amendment amount will be reduced when the CARES funding professional services expenses from IT are credited back to the department

Driver for HCI Adoption

- Hyperconverged infrastructure (HCI) option allows City to run software defined data center – S2D Ready Nodes & Azure Cloud
- Allows replication to additional sites for data protection and disaster recovery
- Utilizes Azure stack cloud- the gold standard in enterprise systems
- Easily scalable to grow as needed
- Simplify operations with software defined automation
- Utilizes Windows Server 2019 Datacenter (already purchased)
- No additional licensing needed



- This HCI proposal is Dell & Microsoft certified and follows industry best standards
- Central automation and management of Compute, Storage, & Network
 - Energy efficient (lower cooling costs)

Dell S2D Ready Nodes and Networking

- 4 Node S2D Cluster
 - Dell PowerEdge R740XD
- Top of Rack Switching
 - 25 GB Connectivity
- Life Expectancy 7 ~ 8 years
- Services
 - Build, Configure, & Deployment by Davenport Group & Dell EMC
 - Pro Support Plus – 7x24x365 Next Business Day Support – 5 years
- Cost: \$140,350.00
- WA State Contract # NVP MNWNC-109 WA



Davenport Block Hours Project

Plan, Design, Build, Configure, &
Deployment Engineering Services
for integration with existing COA
clusters (WTP & APD)

Qty	Description	Unit Price	Ext. Price
1	Davenport Group Engineering Block Hours - Onsite Microsoft Services - See ESA for Additional Details	\$32,000.00	\$32,000.00
WA State Contract # NVP MNWNC-109 WA			
Total			\$32,000.00

Planning



- Identify design goals
- Review existing environment for technical readiness requirements.
- Review installation requirements.
- Review network configuration.
- Review operating systems and application versions.
- Make recommendations for any environmental changes that may be required to ensure work herein is completed successfully.

Design, Build, Configure, & Deploy



Install S2D Cluster at Library

- Work with Dell ProDeploy to implement new S2D readynode cluster in the Library computing environment.
 - Install and configure new S2D cluster.
- Replicate VMs from existing cluster and migrate to new cluster.
- Replicate from library to water treatment (after reconfiguration).

Upgrade cluster at water treatment plant.

- Rebuild aspects of water treatment cluster environment.
- Configure secondary replication.

Install new cluster out of existing hardware at APD

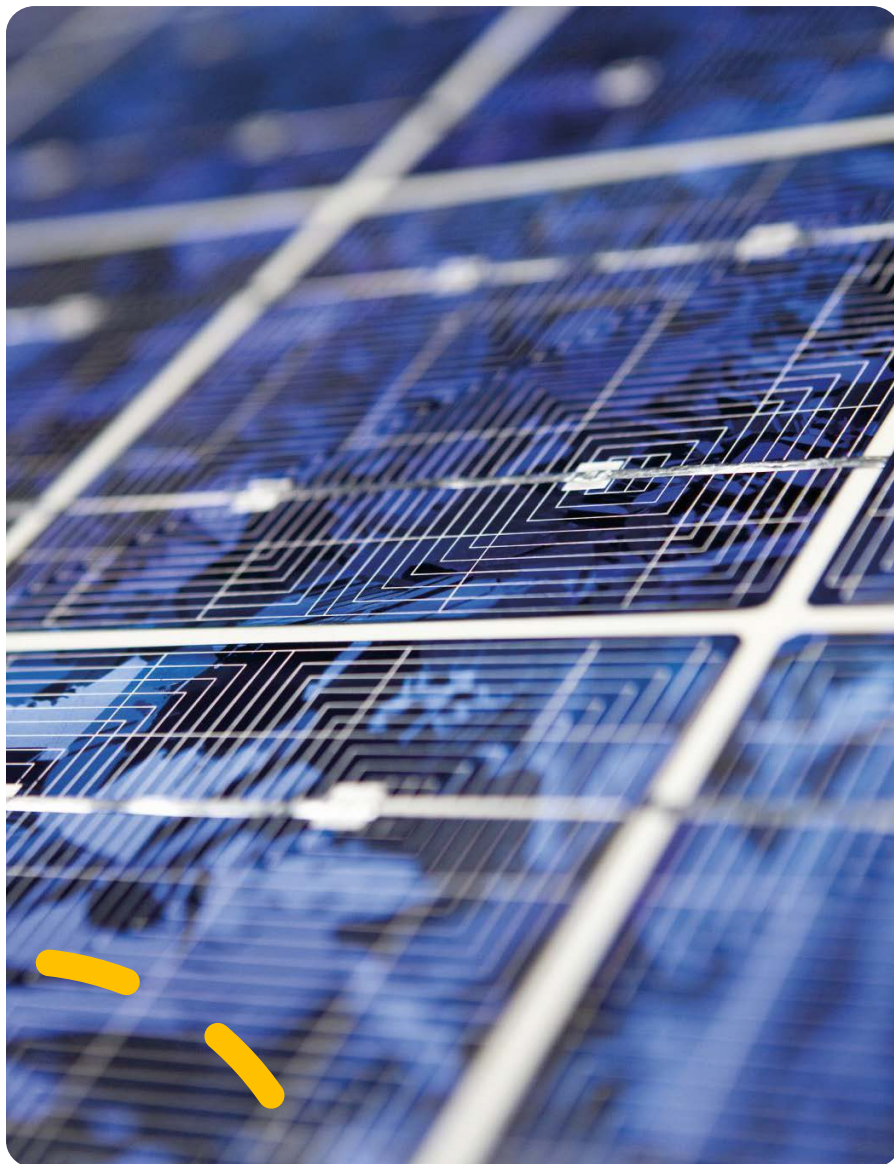
- Create new cluster out of existing servers.
 - Create new Hyper-V Cluster
 - Configure replication and backup for Azure.

Replication



Configure replications of all VMs to Azure and Azure backups.

- Verify virtual machine replication to Azure.
- Verify Azure backups.



Financial Impacts

Dell S2D
Ready
Nodes and
Networking
\$140,350

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Davenport
Block Hours
Project
\$32,000

- 1/3 paid by water utility
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- \$21,000 budget amendment
 - Amendment amount will be reduced when the CARES funding professional services expenses from IT are credited back to the department

Questions





City Council Contract Agenda Bill

Meeting Date: 11/9/2020 **Agenda Item:** 6b

Subject: Contract Award: Storage Spaces Direct Solutions Ready Nodes #20-214-ITS-001

Staff Contact: Emily Schuh

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

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to issue a Purchase Order in the amount of \$187,516.80 to Davenport Group for the purchase of storage spaces direct solutions ready nodes and engineering block hours. The purchase order would be issued under Washington State contract #[05815-003](#). The City has aging infrastructure that needs to be replaced. The proposed system standardizes the City to Microsoft storage spaces and Azure cloud technologies. Currently the City's network utilizes a 2 node hyperconverged Infrastructure and a traditional server and SAN architecture. The proposal will transition the City to a four node server cluster with two stacked network switches which provides fault tolerance and resilience. This configuration is designated as a best practice and certified by Dell, Microsoft and the Davenport Group. In addition to material procurement, this contract includes a professional services contract to design, build, and install the cluster and network switches

Background:

1. **History:** In May 2020 City Council authorized the purchase of three servers; however, the servers were not procured. City staff spent additional time reviewing the hyperconverged infrastructure proposal with the Davenport Group. Following this additional consultation, City Staff concurs with the Davenport Group recommendation to add an additional node and two network switches. Following these best practices will ensure that the configuration is certified by Dell, Microsoft and the Davenport Group. The proposal will meet the City's current and projected growth for the next 7-8 years.
2. **Competitive Bidding:** The City entered into a cooperative purchasing agreement with the State of Washington in 2008 per the Washington Interlocal Cooperation Act RCW 39.34, which permits public entities to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers.

Previous Council/Committee Action: At the [May 11, 2020](#) meeting Council approved PO #[20-130-ITS-001](#) to purchase 3 PowerEdge R740XD Servers.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a Purchase Order 20-214-ITS-001 with Davenport Group in the amount of \$187,516.80 for the purchase of storage spaces direct solutions ready nodes and engineering block hours.

Alternative Actions: Not approve the motion

Attachments: Contract 20-214-ITS-001

Contractor	Davenport Group
Contract Amount	\$187,516.80
Earmarked Funds	Ready Nodes: \$89,000 remaining in budget \$22,000 DIS reserves \$30,000 budget amendment (exact amount will be reduced when CARES funding expenses are credited back to BARS) Block Hours: 1/3 water utility; 2/3 general fund \$21,000 budget amendment (exact amount will be reduced when CARES funding expenses are credited back to BARS)
BARS #s	Equipment: 001.220.518.80.35 Professional Services: 001.220.518.80.41
Budget Amendment Required?	Yes
Funding Source?	



PURCHASE ORDER 20-214-ITS-001

VENDOR: DAVENPORT GROUP, INC.
4166 LEXINGTON AVENUE NORTH
SHOREVIEW, MN 55126

Date: November 3, 2020
Ship To: City of Anacortes
Jose Cervantes
PO Box 547
904 6th St
Anacortes, WA 98221
(360) 299-1981
cervantesj@cityofanacortes.org

Bill To: City of Anacortes
Accounts Payable
PO Box 547, Anacortes, WA 98221

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	1	Dell EMC Storage Spaces Direct R740XD Ready Nodes- All Flash SubTotal	LS	\$115,700.00	\$115,700.00
2	1	Dell EMC S5224F-ON Switch SubTotal	LS	\$24,650.00	\$24,650.00
3	1	Davenport Group Engineering Block Hours - Onsite Microsoft Services	LS	\$32,000.00	\$32,000.00
This Purchase Order is subject to:					
- Davenport Quote #RRIYQ1114 and Quote #KPFYQ1400, both of which are incorporated as Exhibit A; and - Washington State Department of Enterprise Services Contract #05815-003, which is incorporated by reference as Exhibit B.					
Sub-Total					\$172,350.00
8.8% sales tax					\$15,166.80
Total					\$187,516.80

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

DAVENPORT GROUP, INC.

CITY OF ANACORTES

Laurie Gere, Mayor

Date

Date



davenportgroup

Quote KPFYQ1400

Valid through November 14, 2020

Prepared For:

City of Anacortes, WA
Jose Cervantes
Phone: (360) 299- 1981
904 6th Street
Anacortes, WA 98221
cervantesj@cityofanacortes.org

Shipping To:

City of Anacortes, WA
Jose Cervantes
Phone: (360) 299- 1981
904 6th Street
Anacortes, WA 98221
cervantesj@cityofanacortes.org

Prepared By:

Ryan Gray
Senior Account Executive
Phone: 206.225.5077
Fax:
Email: rgray@davenportgroup.com



For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

QTY	Description	Unit Price	Ext Price
4	Dell EMC Storage Spaces Direct R740XD Ready Nodes- All Flash	\$28,925.00	\$115,700.00
	(Qty 1) - Chassis with Up to 24 x 2.5" Hard Drives for 2CPU		
	(Qty 1) - Trusted Platform Module 2.0		
	(Qty 2) - Intel Xeon Silver 4215R 3.2G, 8C/16T, 9.6GT/s, 11 M Cache, Turbo, HT (130W) DDR4-2400		
	(Qty 12) - 32GB RDIMM, 3200MT/s, Dual Rank (384GB)		
	(Qty 6) - 3.84TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD, 7008 TBW		
	(Qty 1) - BOSS Controller Card with 2 M.2 Sticks 240G (RAID 1)		
	(Qty 1) - HBA330 Controller Adapter		
	(Qty 1) - iDRAC9 Datacenter x4		
	(Qty 1) - OpenManage Integration with Microsoft Windows Admin Center Premium License for Azure Stack HCI, Perpetual		
	(Qty 1) - ReadyRails Sliding Rails		
	(Qty 1) - Intel X710 Dual Port 10GbE SFP+ & i350 Dual Port 1GbE, rNDC		
	(Qty 2) - QLogic FastLinQ 41262 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height		
	(Qty 2) - Power Cord - C13, 3M, 125V, 15A		
	(Qty 1) - Dual, Hot-plug, Redundant Power Supply (1+1), 1100W		
	(Qty 1) - ProDeploy Plus & Davenport Group Block Hours		
	(Qty 1) - ProDeploy Plus Training Credits 200 Expires 1Yr from Order Date		
	(Qty 1) - ProSupport Plus and 4 Hour Mission Critical On Site Support , 5 Years		
1	Shipping	\$0.00	\$0.00
	<i>Dell EMC Storage Spaces Direct R740XD Ready Nodes- All Flash SubTotal</i>		<i>\$115,700.00</i>
2	Dell EMC S5224F-ON Switch	\$12,325.00	\$24,650.00

(Qty 1) - .24x 25GbE SFP28, 4x 100GbE QSFP28 ports, IO to PSU air, 2x PSU, OS10

(Qty 2) - Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter

(Qty 8) - Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 3 Meter

(Qty 2) - Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13

(Qty 1) - ProDeploy Plus Dell Networking

(Qty 1) - ProSupport Plus and 4 Hour Mission Critical On Site Support , 5 Years

1	Shipping	\$0.00	\$0.00
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Dell EMC S5224F-ON Switch SubTotal

\$24,650.00

WA State Contract # NVP MNWNC-109 WA

Total: \$140,350.00

Ready to Accept?

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

- ☐ Shipping Address shown is verified OR if Shipping Address is incorrect, the correct address is included in the Comments field.
- ☐ I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address 23.90.91.2

PO Number

(Optional: Enter PO Number as your reference only.)

Comments

Email Address cervantesj@cityofanacortes.org

Printed Name

Signature

"signatures" could include: /john smith/, /js/, /js123/, etc

Click to Accept

Have Questions?

Not Ready To Accept? Have Questions?

Submit

(Note, you will receive a copy of your message by email.)

No questions posted yet.

Time expressed in Central Daylight Time UTC-05:00



davenportgroup

Quote RRIYQ1114

Valid through November 18, 2020

Prepared For:

City of Anacortes, WA
Jose Cervantes
Phone: (360) 299- 1981
904 6th Street
Anacortes, WA 98221
cervantesj@cityofanacortes.org

Shipping To:

City of Anacortes, WA
Jose Cervantes
Phone: (360) 299- 1981
904 6th Street
Anacortes, WA 98221
cervantesj@cityofanacortes.org

Prepared By:

Ryan Gray
Senior Account Executive
Phone: 206.225.5077
Fax:
Email: rgray@davenportgroup.com



For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

QTY	Description	Unit Price	Ext Price
1	Davenport Group Engineering Block Hours - Onsite Microsoft Services - See ESA for Additional Details	\$32,000.00	\$32,000.00
	WA State Contract # NVP MNWNC-109 WA		
		Total:	\$32,000.00

Ready to Accept?

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

- ☐ Shipping Address shown is verified OR if Shipping Address is incorrect, the correct address is included in the Comments field.
- ☐ I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address 23.90.91.2

PO Number
(Optional: Enter PO Number as your reference only.)

Comments

Email Address cervantesj@cityofanacortes.org

Printed Name

Signature
"signatures" could include: /john smith/, /js/, /js123/, etc

Click to Accept

Have Questions?

Not Ready To Accept? Have Questions?

Submit

(Note, you will receive a copy of your message by email.)

No questions posted yet.

Time expressed in Central Daylight Time UTC-05:00

This page was created by the Davenport Group.



City Council Contract Agenda Bill

Meeting Date: 11/9/2020 **Agenda Item:** 6c

Subject: Contract Award – Hydrothermal Processing of Wastewater Biosolids #20-217-SEW-001

Staff Contact: Fred Buckenmeyer

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

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$274,360.00 to Brown and Caldwell to prepare an engineering report and conduct a feasibility study for the HYPOWERS Hydrothermal Processing System to determine suitability as a treatment solution to convert biosolids into a renewable energy source in the production of a biocrude oil and biogas.

Background:

1. **History:** The City signed a letter of intent with HYPOWERS LLC in July to explore acquisition and integration of the Genifuel HYPOWERS system. The system will be relocated to Anacortes WWTP following a demonstration period at the Central Contra Costa Sanitary District. The HYPOWERS system converts municipal sludge into biological crude oil, renewable biogas, and ash through a hydrothermal liquefaction (HTL) followed by a catalytical hydrothermal gasification (CHG) process. The engineering report and feasibility study will take a detailed look at the HYPOWERS system compared to continued operation of the existing incinerator. The study will also look at the energy inputs and products, the environmental attributes, economics and planning level technical aspects of incorporating the HYPOWERS system as part of the WWTP process.
2. **Key Terms:**
 - Contract is on a time-and-materials basis not-to-exceed \$274,360.00.
 - The period of performance under this Agreement is through December 31, 2021.
3. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Previous Council/Committee Action: At the [July 6, 2020](#) meeting, Council authorized the Mayor to sign a Letter of Intent.

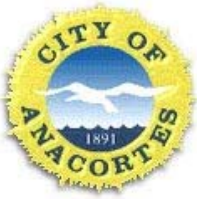
Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 20-217-SEW-001 with Brown and Caldwell in the amount of \$274,360.00 to prepare an engineering report and conduct a feasibility study for the Hydrothermal Processing of Wastewater Biosolids Project.

Alternative Actions: Not award the contract

Attachments: Contract 20-217-SEW-001

Contractor	Brown and Caldwell
Contract Amount	\$274,360.00
Earmarked Funds	\$2,576,330.79
BARS #	440.000.594.35.63
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/21



CONTRACT 20-217-SEW-001

**Between
THE CITY OF ANACORTES
AND
BROWN AND CALDWELL**

**Hydrothermal Processing of Wastewater Biosolids Project –
Engineering Report and Feasibility Study**

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Brown and Caldwell, hereinafter referred to as the "Consultant";

WHEREAS, the City requires professional services of the Consultant;

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

1. **Scope of Work.** Under this Agreement, the Consultant will prepare an engineering report and conduct a feasibility study for the HYPOWERS Hydrothermal Processing System to determine suitability as a treatment solution to convert biosolids into a renewable energy source in the production of a biocrude oil and biogas. Specifically, the Consultant shall provide services in accordance with Exhibit A which is attached hereto and incorporated by reference. Work shall be performed under the direction of Becky Fox, who may be reached at (360) 299-1501, or by email at beckyf@cityofanacortes.org.

2. **COVID-19 Safety Requirements Compliance.** The Consultant, and its sub-Consultants of any tier, agree to comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State as it may relate to City of Anacortes projects.

3. **Price.** The services provided under this Agreement shall be provided on a time-and-materials basis not-to-exceed **Two Hundred Seventy-Four Thousand Three Hundred Sixty Dollars (\$274,360.00)**. Payments shall be made in accordance with attached Exhibit A, which is hereby incorporated into this Agreement by reference. Other direct costs and Subconsultant costs shall be invoiced at actual costs.

4. **Period of Performance.** The period of performance is from inception through December 31, 2021.

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

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

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

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

7. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, Agreement Name and Number, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice at least **MONTHLY** for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices should be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org

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

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

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

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

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

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

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

13. **General and Professional Liability Insurance.**

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

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

C. Minimum Scope of Insurance: Consultant shall obtain insurance of the types and coverages described below:

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

D. Minimum Amounts of Insurance: Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

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

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

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

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

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

14. **Registered or Licensed Consultant.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

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

17. **Discrimination Prohibited.** During the performance of this Agreement, the Consultant and subConsultants shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

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

19. **Acceptance.** Consultant acknowledges and agrees that these General Provisions are incorporated in, and are a part of, each purchase order or other agreement relating to the provision of goods and/or related services by Consultant. These General Provisions supersede all conflicting or additional terms pre-printed on any purchase order, quote, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

20. **No Third Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

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

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

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

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

interpreted to obligate the Consultant to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

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

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

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

26. **Disputes**

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

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

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

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

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

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

period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City

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

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

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

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

32. **Notices.** Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mails, with proper postage and properly addressed. Notices shall be sent to the following address:

CITY:	CONSULTANT:
City of Anacortes	Brown and Caldwell
Tiffany Matson	Tadd Giesbrecht
904 6 th Street	701 Pike Street
PO Box 547	Seattle, WA 98101
Anacortes, WA 98221	

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

CITY OF ANACORTES

BROWN AND CALDWELL

By _____
Laurie Gere, Mayor

Date _____

Title

Date

Anacortes WWTP Engineering Report

Project Goals and Background

The City of Anacortes (City) has signed a Letter of Understanding (attached as Exhibit A) with Genifuel Corporation to evaluate and potentially purchase and install the demonstration equipment from the HYPOWERS project at the City's Wastewater Treatment Plant (WWTP). HYPOWERS is the project name for a hydrothermal liquefaction (HTL) demonstration project for the conversion of municipal sludge to biological crude oil, renewable biogas, and HTL inerts. The demonstration will be located at the Central Contra Costa (also called "Central San" and located in Martinez, CA). That demonstration equipment would be refurbished, have redundant equipment added for reliability, be transported to, and then integrated into the WWTP's solids-handling process. Brown and Caldwell (BC) has been hired to evaluate the feasibility of the site adaptation with the context of economics and sustainability.

The City currently owns and operates a fluidized bed incinerator (FBI) that is costly and maintenance-intensive and has had recent issues with source testing. Maintenance of the FBI is the baseline assumption and past maintenance costs and identified future remedial needs will be considered in this study. Additionally, while the WWTP does not currently have either effluent ammonia or total-nitrogen limits in its operating permit, it is anticipated that such limits may be added in the future. As the HTL process and its related aqueous-phase-treatment process catalytic hydrothermal gasification (CHG; collectively referred to as Hydrothermal Processing or HTP) produce a high-ammonia-concentration sidestream, some consideration as to how that load would be treated both under current and potential future limits is warranted. These and other considerations will be approached with the goal of enhancing the life-cycle economics of the WWTP's solids-handling processes.

Energy Inputs and Products. The HYPOWERS demonstration equipment is heated electrically. This is thought to be advantageous to the City from cost, maintenance, and greenhouse-gas (GHG) perspectives.

HTL produces biological crude oil (biocrude) that can be refined into renewable diesel (~56% of total fuel-product energy) and naphtha (at ~19%). Genifuel is working to secure biocrude off-take agreements with two interested refineries (Parkland Fuel in Vancouver, BC-Canada and Kern Oil in California) to accept and process biocrude into finished fuels. Marathon Anacortes Refinery and Shell's Puget Sound Refinery should also be contacted, at a minimum, during the study to determine their willingness to accept and process the biocrude.

CHG also produces biogas (~25% of total fuel product energy). The gas output can be used the same as digester biogas and can be upgraded into renewable natural gas (RNG) that can be used to fuel compressed natural gas (CNG) vehicles or for injection into a natural gas pipeline.

Environmental Attributes. Renewable fuels used in vehicles are eligible for renewable attributes that can provide significant revenue well in excess of the value of the produced fuels themselves. The United States Environmental Protection Agency's (EPA's) Renewable Fuel Standard (RFS) provides the framework for Renewable Identification Numbers (RINs) that can be sold either with the renewable fuel or separately in refiner contracts. If the feedstocks are more than 75% cellulosic content (as EPA has determined municipal sewage sludge to be) and achieve a better-than-60% reduction on life cycle GHG relative to petroleum-derived gasoline or diesel, then the RINs qualify as D3/D7 or "cellulosic". D3 RINs have historically been worth 2.5 to 4 times the

value of D5 or “advanced” RINs (that only achieve a better-than-50% GHG reduction). Initial models show that the oil from the system will qualify for D3 RINs, and final certification will be obtained during the demonstration of the system at Central San.

Engineering Report. To satisfy Department of Ecology planning requirements for making substantive changes to the facility, the feasibility study will be conducted in the context of an Engineering Report, as described in the Washington Administrative Code (WAC) 173-240-060. However, based on discussions with Ecology as part of developing this scope, not every single element of WAC 173-240-060 will need to be provided since we are primarily assessing the biosolids system. The Engineering Report will need to focus on elements that either aren’t current in other City planning documents or are necessary to advance the biosolids evaluations. Specifically, updates to wastewater flows and loading projections, alternatives evaluation process, evaluation of liquid stream impacts and necessary permitting. In order to meet the requirements, the Engineering Report will need to assess more than one alternative compared to status quo.

Scope of Services

The following scope of services identifies the major tasks that will be performed in this project:

- Phase 1 – Project Management
- Phase 2 – Data Request and Review
- Phase 3 – Initial Assessment of FBI Capital and Operational Needs.
- Phase 4 – Development of Overall Planning Context and Baseline and Planning Baseline Scenarios.
- Phase 5 – Update Flows/Loads Projections
- Phase 6 – Development of HTP Scenario and Sub-Scenario Models
- Phase 7 –Engineering Report
- Phase 8 – Meetings and Workshops
- Phase 9 – SRF Application Support
- Phase 10 – Unanticipated Services

General Assumptions for SOW

The following are general assumptions used for development of this scope of work and the associated budget.

- City will identify a City project representative who will work closely with BC throughout the project as noted herein. This representative will assist with the data collection and discussions so that BC can better understand ongoing operations and challenges and how the provided data should be interpreted.
- The City will identify appropriate staff and make staff available for questions, data collection, and deliverable review.
- The City will provide timely review of all product deliverables and decision on issues critical to project schedule and direction.

Phase 1. Project Management

Objective and Approach: Provide management, and coordination of work associated with this project, including schedules, budgets, technical quality, meetings, deliverables, progress reports, invoices, and management of subconsultants (if required for potential future amendments).

Activities:

- Communication and coordination with City staff as necessary.
- Respond to client comments and supervise appropriate revisions and adjustments to BC work products consistent with established scope and budget limitations.
- Prepare monthly invoices, including summary reporting and backup materials.
- Develop and maintain Project Management Plan, QA/QC Plan, Health and Safety Plan, and schedule.
- Prepare meeting agendas and meeting minutes.

City Responsibilities:

- Designate City staff as project representatives.
- Assign appropriate reviewers to the project and compile and provide a single consolidated, coordinated, legible, and internally consistent copy of written review comments to BC for all draft documents and work products.

Deliverables:

- Project invoices and monthly progress reports.
- Meeting agendas and meeting minutes not identified in other tasks, as needed.

Phase 2. Data Request and Review

Objective and Approach: To gather and review data necessary for completion of later phases of the work. The list below summarizes the data sets and reference documents requested by BC from the City to develop baseline models that will be calibrated to the City's actual operation and costs and to provide a more complete understanding of the WWTP's features and facilities. These items can be transmitted to BC before the project starts. The list of requested items includes:

- The following data sets are requested (ideally in Microsoft Excel) for five full City Fiscal Years up to the most recent, fully completed fiscal year:
 - WWTP annual budgets and annual performance against those budgets. For categories with multiple tracked elements, please include the budget breakdowns to the lowest available levels. As an example, please do not only provide the costs of "chemicals"; but instead include subcategories like caustic soda, methanol, polymer, and the like; and in the case of polymer, if thickening, dewatering, and other uses are tracked separately, please include each use parsed separately within the budget tracking summary.
 - All WWTP operational data summarized by either daily totals or daily averages and laboratory data.
 - Example seasonal (at quarter-annual intervals) electric and natural gas bills.
 - WWTP total power consumption and on a by-process-area or by-motor-control-center basis.
 - Biogas-fueled engine generator operation (hours, output) and maintenance costs for the engine, gas treatment, and any ancillary systems.
 - Records of hauled liquid-waste receipts, any associated data collected or input into electronic databases, and revenue from those receipts.
 - Any GHG-emissions inventories or estimates for the WWTP's operation. If none exist, BC will use protocol- or literature-based emissions factors for existing processes and the most current HYPOWERS estimates for HTL process units.
 - Historical plant data on raw influent flows and BOD, TSS, and nutrient loads from the previous 5 years.
- Most recent design drawings for the solids-handling processes.

- Identifying the most recent versions of any related solids or energy planning documents along with any comments or concerns with their accuracy or completeness.
- Current contract and most recent three months of bills for any contracted solids-, biosolids-, or ash-handling/-hauling/-disposition related services. This includes maintenance contracts for solids-related equipment or on-site energy-generation devices.
- Results of last three most-recent FBI emissions-compliance tests.
- Identification of any capital or major-maintenance projects in the solids handling process.
- An overview of the staff committed to operations and/or maintenance of the solids-handling processes on an annual-average basis; this will likely require a discussion with staff who understands the normal operation and efforts required to maintain system functionality and can assist in developing a basis for estimating such investments.

Assumptions:

- The data request above may be amended with additional requests if additional data is determined to be necessary to later tasks.
- City to provide the requested data within 10 business days of the request or notice to proceed, whichever occurs later.
- Electrical costs and savings rates (demand and consumption) used in the feasibility analysis will be forecast based on high-level review of available data and Stakeholder input.
- BC will not independently verify the accuracy of the supplied data but will rely upon it with the assumption it is generally accurate. If any key data is inaccurate, necessary assumptions and variables may also be adversely impacted along with the overall accuracy of the study.
- Because the entirety of the requested data is voluminous, BC intends to search provided sources for background data and to improve our understanding of the City's operation. BC does not intend to, nor should BC be expected to, review and/or use every detail of every reference provided.

City Responsibilities:

- Compile and provide requested data.

Deliverables:

- None

Phase 3. Initial Assessment of FBI Capital and Operational Needs.

Objective and Approach: This phase will assess the existing condition of the FBI train and document historical operating and maintenance costs. The solids thickening and dewatering equipment will also be considered in this assessment to document capital needs for those processes regardless of whether incineration or some other process is employed. This phase will include the following tasks:

- Review of existing as-built drawings or shop drawings to establish system configuration and vintage. Drawings shall cover solids thickening, dewatering, transfer pumping, incinerator, air pollution controls, energy recovery, and ash handling equipment.
- Compile historical operating and maintenance costs for the thickening, dewatering, and FBI train. Establish an annual cost for operating the solids unit processes and identify any expected capital needs to replace equipment at the end of service life.
- Review incineration emissions test results and identify capital improvements to meet regulated levels if needed.

- Conduct desktop condition assessment. Interview plant operations and maintenance staff to identify issues. Where no issues are identified rely on industry experience to determine equipment service life.
- Develop replacement schedule and costs for next 10 years for key pieces of equipment identified in the condition assessment.

Assumptions:

- City will provide as-built drawings or shop drawings reflecting the existing configuration. Records shall indicate make and model of equipment.
- City will provide historical maintenance and operating costs for the solids handling unit processes.
- City will provide emissions test results from last three years, or a minimum of three tests.
- City will provide operations and maintenance staff for condition assessment interviews.
- Due to travel limitations resulting from the current pandemic BC has assumed the condition assessment will be completed remotely, relying on staff interviews and industry experience.

Deliverables:

- Draft summary of condition assessment and cost requirements in tabular form.
- Present draft summaries and cost requirements in Workshop 1.

Phase 4. Development of Overall Planning Context and Baseline and Planning Baseline Scenarios.

Objective and Approach: This phase will establish the parameters and baseline condition to create the framework for subsequent phases and effort and will build on the data review from Phase 2. The following elements will be developed in close coordination with the City:

- Lifecycle/term of the analysis, real and net discount rates, projected growth to be accommodated at various stages during the lifecycle, and peaking factors for various time-scale-based solids production rates that must be accommodated relative to average solids production, among other parameters needed for planning.
- The Baseline Scenario that is calibrated to an average for one fiscal year of process and economic data for operation of thickening, dewatering, incineration, exhaust controls, residuals disposition, and any ancillary activities to gain an understanding of operations and fiscal outlay (capital, operational, and maintenance) during that same period.
- The Planning Baseline Scenario which is the Baseline mass and energy process model with currently needed capital investments (from Phase 3) added. The impacts, benefits, and/or costs/savings that building those improvements will also be incorporated. The Planning Baseline serves as the primary scenario against which alternatives are compared.

Assumptions:

- City will provide a suitable reference report that will inform BC as to how you have previously done master planning (with growth/capacity needs, peaking factors, discount rates among other factors) for this analysis. BC will not develop growth projections for this study but will rely on other existing studies for this information.
- GHG emissions are the only non-economic criterion to be included in this effort; such estimates for HTL and CHG will be based on the most recent HYPOWERS products.
- This current project is a high-level screening effort. Any identified recommendation will need to be further vetted and analyzed to confirm estimates and reduce the number of assumptions and variables that may affect the accuracy of this initial effort.

- Scenario economics will be based on a 30-year present worth (cost) with two major capital-cost investments: the first to be implemented now in today's dollars and a second major capital upgrade/rehabilitation project occurring halfway through the planning cycle.

City Responsibilities:

- Provide background information, as requested in the assumptions above.
- Provide review of draft summaries distributed prior to Workshop 2.
- Identify appropriate staff to participate and provide feedback to in Workshop 2.

Deliverables:

- Draft Planning Context Summary in tabular format; to be distributed prior to Workshop 2.
- Draft Summaries of the Baseline process performance, capital and operating costs, and any other identified metrics in tabular format; to be distributed prior to Workshop 2.

Phase 5. Updated Flows/Loads Projections

Objective and Approach: To update and finalize flow demand and solids production projections that form the basis of design.

The Consultant will review existing population projections and develop wastewater flow and load (BOD, TSS) projections in 5-year increments for a 20-year planning period (2021-2041). These projections will be evaluated with respect to appropriate daily/seasonal peaking factors.

Assumptions:

- Recent population projections from the City Comprehensive Plan will be used to develop the flows and loads. This scope does not include developing revised population projections.
- Projections will be developed using per capita flows and loads developed as part of the 2015 Sewer Comprehensive Plan.

City Responsibilities:

- Provide updated population projections, including planned City service area boundaries
- Provide any comprehensive planning documentation that could affect the WWTP service area (e.g., industrial input)
- Compile WWTP sludge quantity data for the last two years of record

Deliverables:

- Draft and final flows and loads TM

Phase 6. Development of HTP Scenario and Sub-Scenario Models

Objective and Approach: BC will create two scenarios for comparing to the status quo condition – a base HYPOWERS HTL scenario and an anaerobic digestion scenario. Additionally, up to 3 variations (sub-scenarios) will also be developed for the HTL scenario. The intent of this effort is to develop information suitable for a comparative evaluation in order to select a preferred alternative.

The Base HTL scenario and anaerobic digestion scenarios are envisioned to:

- Reuse and/or rehabilitate (as needed) the existing thickening and dewatering systems for onsite-generated sludges.
- New processes located on-site
- Anaerobic digestion assumptions:
 - Boiler for heating digesters using biogas

- Excess biogas injected back into local gas utility pipeline
- Class A biosolids cake produced at WWTP (no further off-site processing will be evaluated)
- Return of digested solids filtrate recycle to liquid treatment train; with an estimate as to the increased average concentrations and total mass increases to Anacortes WWTP effluent ammonia and TN. Discussion of sidestream treatment technologies to control nitrogen will be included in this analysis, but a full evaluation of options for sidestream nitrogen control is not included.
- HTL assumptions:
 - Incorporate collection, storage and delivery of the biocrude to a designated refinery, based on third party conversations (as outlined in the assumptions for this task) with the refineries, for conversion to renewable fuels.
 - Upgrade CHG biogas to RNG, for either injection to the local NG pipeline or compression and tube-trailer conveyance to a fleet for use as CNG transportation fuel.
 - Use of a consensus-based disposition of HTL inerts, either as a soil amendment or by landfilling; based largely on current HTL inerts handling practices and available (or new by City) analysis of existing FBI ash composition.
 - Return of aqueous-phase CHG discharge to the liquid treatment train; with an estimate as to the increased average concentrations and total mass increases to Anacortes WWTP effluent ammonia and TN. Discussion of sidestream treatment technologies to control nitrogen will be included in this analysis, but a full evaluation of options for sidestream nitrogen control is not included.
 - Use an consensus-identified, best-guess approach to generating revenue from the biocrude; produced renewable diesel, naphtha, and RNG fuels; and/or environmental attributes [RINs, carbon credits, low-carbon-fuel-standard (or “LCFS”; a California-based program that may be duplicated in Washington State) credits and/or GHG offsets].

Sub-scenarios are envisioned to differ slightly from the Base HTL Scenario. Variations might include combinations of the following:

1. Addition of a new cake-receiving station so that dewatered sludges from neighboring WWTPs could be received and processed on site, using any remaining HTL unit capacity.
2. Use of an alternative refinery location with different hauling, biocrude, and potentially product fuel disposition assumptions, costs and revenues.
3. Alternative disposition of biogas – most likely for onsite fuel use. Such an alternative will either use the biogas upgrading for treatment or direct use of raw biogas (potentially in a flare for wasting).
4. Eliminate CHG. Genifuel will be consulted as to whether such a change would reduce the delivered equipment cost. Elimination of CHG would further mean that aqueous-phase ammonia and carbonaceous oxygen demand (COD) would be returned to the WWTP’s mainstream treatment; no biogas would be produced under this variation.

After Workshop 2, process and economic models will be developed for the HTL scenario and 3 Sub-scenarios that are identified during Workshop 2, and the Anaerobic Digestion scenario. A limited, rough process model will be developed to simulate the average operation of scenario(s) within the identified planning context and at current-estimated operating costs. BC will apply available capital costs estimates from other past City reports or construction costs from other BC projects with adjustments for ENR cost by year and geography. The modelled process and economic performance estimates for these scenarios will be presented at Workshop 3.

Assumptions:

- BC will contact local refineries to determine their willingness to accept generated biocrude for further processing. If multiple refineries are interested, we will assume that hauling will be to the furthest location (Vancouver, BC) for alternatives analysis.

- Phone calls with third parties such as potential biocrude refiners, RNG/CNG fleets, the local natural-gas-infrastructure utility, Ecology air permitting, and others to gather information will consist of up to 30 BC Staff hours.
- Capital cost estimates in this evaluation are unclassified (per AACE) and should not be used for capital improvements planning due to lack of verification and the limited accuracy of the methods described. It is envisioned that the capital costs will be relevant between scenarios for the comparative purposes of this Study. Once a recommendation is identified at the conclusion of this project, the City is encouraged to further evaluate the scope and cost of that recommendation, with a focus on reducing the number of unknowns and assumptions from this evaluation and refining the results. This may include performing a basis of design report, preliminary design, construction cost estimate, and implementation plan for any recommended scenario and its project elements as a future task. And it may be further recommended that those follow-on efforts be delayed until after the HYPOWERS unit is operational and the City understands the operation and has adjusted the scope for the Anacortes installation to account for any associated needs/scope improvements. Those further-refined construction cost estimates should be checked within the operational and life-cycle cost estimates herein, in comparison with the Planning Baseline to help validate any updated recommendation.
- Under Sub-Scenario Element 1, it is envisioned that City would identify and initially contact neighbors to identify interest. It is also envisioned that such an agreement would only allow for processing of solids that could be treated by HTL and that the neighbor would be responsible for alternative disposition of sludge in excess of HTL capacity under peak-day sludge generation at either the Anacortes WWTP or the neighbor's WWTP.
- Some elements that could be incorporated into Sub-Scenarios are specifically excluded from this scope to exclude the engineering costs to develop associated capital scopes, process-operation, capital and operational cost, and GHG emissions models. These elements, if of interest to the City, can either be incorporated into and accounted for prior to authorization of this Task Order or added by amendment from either contingency funds or from a separate Task Order. The excluded elements specifically include:
 - Any alternative aqueous-phase treatment except for CHG. Metro Vancouver is investigating anaerobic digestion for conversion of aqueous-phase residual COD to biogas for use instead of CHG. Development of a digestion-based system is specifically excluded.
 - Evaluation of Sidestream-treatment beyond aqueous-phase CHG is excluded. Excluded options could include anammox-based systems, reconfiguration of mainstream process tankage to better handle recycled ammonia or COD loads, or anything beyond locating this new recycle discharge into the mainstream process.
 - New thickening or dewatering processes or buildings other than replacement in place with similar equipment.
- Energy and environmental attribute economics will rely on estimated operating costs and revenue or savings. These estimates will attempt to model "today's values" (which are subject to change and uncertainty). Values used are based upon certain assumptions that will be discussed with City Stakeholders and workshop attendees. Many of these are variable and are affected by either estimated current or otherwise-assumed quantities and values for items that include cost of electricity and natural gas, O&M costs, methods of implementation, and renewable attribute pricing.
- Forecast revenue from upgraded RNG for vehicle fuel use will be based on identified assumptions and stated discounts on full value and/or estimated brokerage fees. As these values have been extremely volatile over the past 5 years it is certain that the values will change before City implements anything. For this reason, sensitivity analysis will be conducted during Workshop 3 as the best means to inform attendees of the significance and potential impact on the estimates.

City Responsibilities:

- City will evaluate the potential impact of the project (both incurred capital cost/debt and a limited portion of forecast operational savings) on sewer rates in order to assist Ecology State Revolving Fund (SRF) assess the suitability of the Preferred Alternative Project for principal forgiveness.

Deliverables

- A Draft HTP Scenario mass and energy balance flowsheet. Flowsheet will be distributed to attendees at least 2 working days prior to Workshop 2.
- Draft tabular summaries of the Planning Baseline's and each Scenario estimated/assumed construction scope and cost, operation, operating costs, and GHG emissions; to be distributed at least 4 working days prior to Workshop 3.

Phase 7. Engineering Report

A draft Engineering Report (Report) in accordance with WAC 173-240-060 will be produced summarizing the process conducted and with brief tabular overviews of each evaluated scenario. The Recommended Alternative will be described in more detail with benefits, unknowns, risks and any challenges (as compared to the Baseline and Planning Baseline) clearly identified. The Report also will present recommended next steps and thresholds that might encourage reconsidering or further refining the Recommended Alternative. The Draft Report will be submitted for review in advance of the final review / closeout meeting and the final Report issued after addressing any written comments as reconciled during that meeting.

City Responsibilities:

- City to provide consolidated comments on the Draft Report within 10 business days of receipt and at least three business days prior to Closeout Meeting.
- Submit the Report to Ecology for review

Deliverables:

- Draft Report before the Closeout Meeting in Microsoft Word format for City Stakeholder review.
- Final Report after the Closeout Meeting. One stamped and wet-signed copy of the report will be generated for transmittal to the City and one electronic copy (in pdf format) will be transmitted for the City.

Phase 8. Meetings and Workshops

The following workshop style and review meetings will be held to support the work completed in other Phases.

- A. Workshop 1.** Workshop 1 will include focus on requirements to maintain the WWTP's thickening, dewatering, FBI, FBI-Exhaust treatment, ash handling, and any supporting facilities in service over the identified planning life cycle. A summary of the HTL process and supporting systems, RINs, and other new concepts will also be introduced at this time. Workshop 1 will be completed as part of Phase 4
- B. Workshop 2.** Workshop 2 will be completed at the start of Phase 5 and will include the following activities:
 - i. Summary of initial discussions with potential biocrude refineries and other contacted third parties.
 - ii. Overview of potential administrative structures for renewable fuels and environmental attributes.
 - iii. Overview of renewable identification numbers (RINs); options for marketing RNG; market implications to RIN generation/value; and ongoing verification requirements.
 - iv. Review of Baseline, Planning Baseline, and planning context. Feedback will be collected on these scenarios to adjust the baseline models where needed.

- v. Review HTP Scenario Flowsheet and Identify Sub-Scenario Flowsheets. The 6 to 8 distributed flowsheets for Alternative Scenarios of BC's creation will be reviewed with emphasis on how they differ from other parallel or baseline scenarios. These scenarios will be reviewed and modified as needed and 0 to 4 other scenarios may be identified for modelling and later evaluation in head-to-head testing during Workshop 2. Under any case, the total number of Alternative Scenarios is envisioned to be less than 10.

C. Workshop 3. Workshop 3 will be completed at the end of Phase 5. The following topics will be discussed/reviewed in a workshop setting:

- i. Comparison of HTP Scenario and Sub-Scenarios with Planning Baseline. This discussion will review the scope of facilities needed and the operation of the facilities for each scenario, including the Planning Baseline.
- ii. Comparison of Scenario Economics/Performance and Live Sensitivity Analysis. Interactive bar graphs will allow the current unit costs and other assumptions to be changed to test the implications of and sensitivities to any attendee-based questions.
- iii. Selection of Preferred Alternative. As the last topic of workshop 3, attendees will select the Preferred Alternative. The benefits of that Alternative will be identified and compared to the Baseline and Planning Baseline; helping to formalize a justification for that recommendation.

D. Ecology Meetings. Two meetings with Ecology will be conducted to present the draft Report and edits, as required. In addition, one conference call with Ecology is included to coordinate on the project during the planning process.

E. Closeout Meeting. A close-out meeting will be held at least three business days after City comments on the Draft Report have been received by BC. The purpose of the meeting will be to confirm the Report's conclusions, discuss any comments prior to its finalization, and identify any next steps.

Assumptions

- It is assumed all meetings will be held virtually unless otherwise requested by the City. No travel has been budgeted or planned for any of these meetings.

Phase 9. SRF Funding Assistance

Consultant will assist the City with acceptance and management of FY 2021 Ecology Water Quality Combined Funding grant/loans applied for in October 2020. In addition, we will assist the City in preparing for and completing a FY 2022 Ecology Water Quality Combined Funding grant/loan application for wastewater planning. City Staff or Project Engineers will provide financial, customer and background data, and the project scope, budget and schedule, to assist with the application.

Additional services may be provided on a time and materials basis including (1) identifying other eligible funding programs, (2) identifying funding program pre-requisites to develop a capital program financing plan and funding strategy and (3) other services

Schedule

Services will be provided over approximately 8 months including time to allow City to review deliverables. The actual schedule will be subject to City data collection and review periods and additional authorized tasks from the scope allowance.

Budget

Compensation for services will be made _____. BC estimates that the cost for services described shall not exceed \$ XXXXX. BC will not exceed the overall work amount authorized without prior written approval from the City. If the BC team believes the cost will exceed the estimate, we will notify City. The notification will include the revised cost estimate and the revised time for completion. A detailed budget breakdown by phase of work is provided in Exhibit B.

Exhibit A. Letter of Understanding

Please see the signed Letter of Understanding on the following page.

Exhibit B. Project Budget

Anacortes, City of (WA) – Anacortes WWTP Engineering Report																			
		Kelly, Richard T	Yan, Diane F	Finzel, Britnee	Giesbrecht, Tadd C	Klittich, Kenneth D	Le, Trung	Winchell, Lloyd J	Willis, John	Gish, Casey C	Shapiro, Daniel N	Pare, Wendy M	Wilson, Joanna B			Jane Lindsey			
Phase	Phase Description	PM	PA											Total Labor Hours	Total Labor Effort	Cost	Total Sub Cost	Total Expense Cost	Total Effort
101	Project Management	\$226.05	\$87.17	\$124.03	\$303.10	\$218.37	\$133.86	\$180.77	\$337.92	\$132.77	\$114.69	\$109.22	\$73.50	145	23,328	0	0	0	23,328
102	Data Request and Review	2	0	12	0	14	12	0	8	24	0	0	0	72	12,494	0	0	0	12,494
103	Assess of FBI Capital & Operations	8	0	0	0	0	0	116	4	0	8	0	0	136	25,047	0	0	0	25,047
104	Dev Plan Ctxt Plan Baseline Scene	4	0	0	0	0	80	24	36	0	0	0	0	144	28,116	0	0	0	28,116
105	Updated Flows/Loads Projections	12	0	30	4	0	0	0	0	0	0	4	0	50	8,083	0	0	0	8,083
106	Develop of HTP Scene and Sub Models	18	0	48	0	100	254	12	158	0	40	0	0	630	126,007	0	0	0	126,007
107	Engineering Report	28	4	40	0	8	8	8	8	56	0	8	0	168	26,915	0	0	0	26,915
108	Meetings and Workshops	17	0	0	5	0	2	0	12	0	0	0	0	36	9,681	0	0	0	9,681
109	SRF Assistance	8	0	20	0	0	0	0	0	0	0	0	0	28	4,289	10,400	10,400	10,400	14,689
GRAND TOTAL		158	21	212	9	122	356	160	226	80	48	12	5	1,409	263,960	10,400	10,400	10,400	274,360
Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.																			



City Council Agenda Item Summary

Meeting Date: 11/9/2020

Agenda Item Number: 6d

Agenda Item Title: Continued Closed Record Decision Hearing: LPS-2020-0001 - The Crossings Cottages Preliminary Plat & Site Plan

Staff Contact(s): Libby Grage; Don Measamer

Approved by:

Action Type: Closed Record Decision Hearing LPS-2020-0001

Item Summary:

Anacopper LLC is requesting approval of a cottage housing site plan and unit lot subdivision/preliminary long subdivision to divide 5.2 acres into 21 lots with 18 cottage units and 3 standard single family homes in the R2 zone. The site is located at 1905 Anacopper Mine Rd.

This item is continued from the November 2, 2020 council meeting. Please refer to the packet materials from that meeting.

Budget Impact

Amount Budgeted:

Proposed Expenditure:

Budget Amendment Required?

Previous Action:

[October 12, 2020](#) - Item continued to November 2, 2020 due to internet and cell phone outages.

[November 2, 2020](#) - Staff presentation, applicant and parties of record comments, council discussion. Item continued to November 9, 2020.

Recommended Motion: I move to approve the cottage site plan and preliminary unit lot subdivision subject to the conditions recommended by the Planning Commission.

Alternative Actions: Change or add conditions of approval, or deny the project permit application(s).

Attachments In order presented:

- Please refer to the November 2, 2020 packet materials for this item.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning November 16, 2020

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

November 16, 2020

- Continued Public Hearing: 2021 Budget (Discussion)
- Access Anacortes Fiber Internet Update (Discussion)
- Access - Anacortes Fiber Internet Business Plan (Discussion)
- Contract Award: Anacortes Parks Foundation #20-215-PRK-001 (Discussion/Possible Action)

November 23, 2020

- Resolution 3007: Making a Declaration of Substantial Need for Setting the Property Tax Levy for 2021 (Action)
- Resolution 3008: Setting the City's Year 2021 Property Tax Regular Levy Increase (Action)
- Ordinance 3078: Adopting the 2021 Budget (Discussion/Possible Action)

December 7, 2020

December 14, 2020

December 21, 2020

December 28, 2020

January 4, 2021

January 11, 2021

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Housing Affordability & Community Services, Monday, Nov 9, 2020, 4:00 PM, Teleconference
- Planning, Monday, Nov 9, 2020, 5:00 PM, Teleconference
- Public Works, Monday, Nov 16, 2020, 5:00 PM, Teleconference
- Traffic Safety, Tuesday, Nov 17, 2020, 9:00 AM, Teleconference
- Fiber, Thursday, Nov 19, 2020, 2:30 PM, Teleconference
- Parks and Recreation, Thursday, Nov 19, 2020, 6:00 PM, Teleconference
- Planning, Monday, Nov 23, 2020, 5:00 PM, Teleconference
- Museum, Thursday, Nov 26, 2020, 12:30 PM, Teleconference
