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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

February 6, 2023
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Executive Session**
 - a. Potential Litigation or Litigation per RCW 42.30.110(1)(i) and Potential Real Estate Transaction per RCW 42.30.110(1) (30 minutes) (Discussion)
4. **Announcements and Committee Reports**
 - a. Fiber Committee (Report)
 - b. Public Works Committee (Report)
 - c. Housing Affordability and Community Services Committee (Report)
 - d. Planning Commission Appointment (Discussion/Action)
5. **Public Comment**
6. **Consent Agenda**
 - a. Minutes of January 23, 2023 (Action)
 - b. Approval of claims in the amount of \$1,562,399.15 (Action)
 - c. Resolution 3108: Waiving Competitive Bidding Requirements for the Purchase of Unmanned Aerial Vehicles (Action)
 - d. Resolution 3109: Accepting a \$25,000 donation from Marathon Petroleum Corporation (Action)
 - e. Contract Award: 36" Water Transmission Pipeline Emergency Repairs #23-054-WTR-001 (Action)
 - f. Contract Award: Water Treatment Plant Sinkhole Monitoring #21-258-FIN-001 (Action)
 - g. Contract Award: Wastewater Treatment Plant Outfall Replacement - Nearshore Credits #20-032-SEW-012 (Action)

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on 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.

7. **Public Hearing**

- a. * CDBG 2023-2027 Consolidated Plan (Discussion)

8. **Other Business**

- a. Anacortes Chamber of Commerce Visitor Information Center (VIC) Update (Presentation)
- b. Settlement Agreement: Pacific Pile and Marine (Action)
- c. Planning Commission Recommendation on the Bonus Height Provisions in the R4 Use Zone West of the Commercial Use Zone, AMC 19.42.050 C (Discussion/Possible Action)
- d. * Ordinance 4039: Amending the Table in Section 10.08.030(B) to Reduce Speed Limits in Certain Areas. (Discussion/Possible Action)
- e. Molly Lane Property Purchase (Discussion)

9. **Adjournment**

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting.*

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Matt Miller, Mayor

CITY OF ANACORTES

904 6th Street Anacortes, WA 98221

Office: 360-299-1950

mattm@cityofanacortes.org

www.anacorteswa.gov

City Council Memo

TO: Anacortes City Council
FROM: Matt Miller, Mayor
DATE: February 6, 2023
RE: Appointment Planning Commission and Confirmations

Summary Statement:

The following appointment to the Planning Commission is being presented at the regular City Council meeting on February 6, 2023. The position I am appointing James G. Stoneman is the position previously held by Sarah Ruether. I appreciate the contribution of this volunteer and their willingness to serve our community. If you have any questions or feedback you wish to provide, please contact me prior to the meeting.

Appointed by the Mayor Requiring Confirmation by City Council

Appointments

Planning Commission

- James G. Stoneman (effective February 1, 2023 until December 31, 2025)

Recommended Motion: I move that James G. Stoneman be appointed to the Planning Commission.



Talent Bank Application for Public Involvement

Thank you for your interest in serving on a Board or Commission! The City keeps all applications on file for two years and reviews them whenever there is an opening. If you are not selected right away, remember that many people apply and that there are not always openings available.

What position(s) are you interested in being considered for? *

Check all that apply

- | | |
|--|---|
| ☐ Accessible Community Advisory Committee | ☐ Anacortes Arts Commission |
| ☐ Civil Service Commission | ☐ Forest Advisory Board |
| ☐ Historic Preservation Board | ☐ Housing Authority Board |
| ☐ Lodging Tax Advisory Committee | ☐ Library Board of Trustees |
| ☐ Museum Advisory Board | ☐ Parks and Recreation Board |
| ☒ Planning Commission | |

Applicant Information

First Name *

James

Last Name *

Stoneman

Address *

4319 Westwood Ct

City *

Anacortes

State *

WA

ZIP Code *

98221

Phone Number *

(301) 906-1283

Alternative Phone Number

Email *

jstoneman90@gmail.com

Please describe your reasons for wanting to volunteer with the City of Anacortes *

My wife and I just moved back to Anacortes after living on the East Coast for 12 years. We are excited to be back and plan to stay in Anacortes for our retirement. We love the area and the city, and I want to be an active/contributing member of the community.

Please summarize your job-related skills, specialized training, or volunteer experience *

28 years in the Navy gave me extensive experience in leading and making decisions. I spent the last 10 years of that time working in the acquisition field which taught me how to deal with contracts, technical documents, and negotiations. I was an active volunteer in my church working with youth and making multiple mission trips in and out of the country.

List professional, trade, business, or civic associations and any offices held *

Retired Naval Officer
Commanding Officer of Navy squadron at NAS Whidbey Island
Program Manager for the Navy's Air to Air Missile Office

List any additional information you would like us to consider *

I believe I'm considered to be a very good team player. I enjoy working with others. I'm not afraid to make decisions and get things done, but I'm also happy to support the group and be a part of the organization.

Attachments

Please attach a resume and/or other biographical information if you wish.

2 Circle Resume_Stoneman FINAL.pdf

208.41KB

References

Please provide the name and contact information for two references who are knowledgeable about your qualifications and skills relative to volunteering at the City of Anacortes.

First Reference Name *

Matt Miller

Title/Position/Organization**Email Address ***

millerA6@msn.com

Phone Number *

(360) 840-3447

Alternative Phone Number**Second Reference Name ***

Jeannette Papadakis

Title/Position/Organization**Email Address ***

jeannettepapadakis@gmail.com

Phone Number *

(360) 770-7412

Alternative Phone Number**Acknowledgements**

My signature affirms that all information contained herein is true to the best of my knowledge, and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration.

Signature *A rectangular box containing a handwritten signature in cursive script that reads "James Stoneman".**Date ***

8/3/2021

Over 28 years of leadership and management experience responsible for cost, schedule, and performance of Navy programs.

PROFESSIONAL PROFILE

Core Competencies

- Program Management
- Budgeting
- Leadership and Management
- Change Management
- Strategic Planning and Alignment
- Communication / Public Speaking
- Joint and Naval Operations

Security Clearance

- TS

Certifications / Ratings / Qualifications

- DAWIA certified Level 3 in Program Management

Subject Matter Expertise

- Air-to-Air Missiles (AMRAAM, AIM-9/9X)
- Next Generation Jammer
- ALR-67(V)3
- EA-18G Airborne Electronic Attack Suite
- Foreign Military Sales

EXPERIENCE

2 Circle, Inc. Consulting

Nov 2018 – Present

Sr. Engineer / Scientist:

- Provides program management and subject matter expertise in support of customer-focused products and services.

Naval Air Systems Command (NAVAIR)

Oct 2014 – Oct 2018

Program Manager, Air-to-Air Missiles:

- Responsible for multiple U.S. Navy / U.S. Air Force programs including AIM-9, AMRAAM, and advanced development projects.
- Managed an annual budget of over \$500M. Supported 34 countries with 115 Foreign Military Sales cases. Engaged with all aspects of the defense, operational, government and industrial organization to include services, international partners, and legislative representatives.
- Was responsible for the first Army surface-launched AIM-9X missile (traditionally an air-to-air weapon).
- Recognized by Program Executive Officer as leading the DoD to improved capabilities.

NAVAIR, PEO(T)

Jun 2012 – Jul 2014

Chief of Staff:

- Directed a staff of military and civilian personnel providing oversight of 12 major acquisition program offices with a combined annual operating budget over \$7B.
- Expertly coordinated high-level briefings and communications ensuring success for program offices.

NAVAIR

Jul 2010 – Jun 2012

Product Manager, Integrated Product Team Lead:

- Led team in the development of the Next Generation Jammer for the Navy.
- Responsible for the oversight of 4 competing major contractors in the early stages of the program.
- Crafted and briefed messages at all levels of leadership to set requirements, develop an acquisition strategy, and make critical program decisions.
- Developed Naval Weapons plans for force structure, capability upgrades and new product development, culminating in budgeting decisions made at the Secretary of the Navy and Chief of Naval Operations level.
- Frequent invitee to speak at domestic and foreign defense-related forums.
- Prepared and presented briefings for the Assistant Secretary of the Navy (RDA), Office of Secretary of Defense (CAPE/ AT&L), and Naval Resource Requirements Review Boards.

NAVAIR

Aug 2008 – Jul 2010

Product Manager, Integrated Product Team Lead:

- Responsible for executing a \$450 million annual budget to support engineering, sustainment, logistics and capability upgrades for two advanced technology product lines (ALR-67(V)3 and EA-18G Airborne Electronic Attack Suite) within the Navy's largest fighter aircraft program office (F/A-18E/F and EA-18G).
- Led a 210 person team of engineers, logisticians, analysts and finance personnel.

United States Navy

Jun 2007 – Jul 2008

Commanding Officer, Electronic Attack Squadron VAQ-142:

- Commanded an electronic attack squadron with total responsibility for squadron aircraft and personnel. Managed \$3.4B in capital assets and an annual operating budget of \$28M.
- Recognized by Commander, Naval Air Forces for outstanding leadership when in command of an Electronic Attack squadron.
- Led squadron through a successful combat deployment in Iraq.

EDUCATION / PROFESSIONAL TRAINING**M.S. Operations Research**

U.S. Naval Postgraduate School, 1998

B. S. Ocean Engineering

U.S. Naval Academy, 1990

Anacortes City Council Minutes - January 23, 2023

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of January 23, 2023 at 6:00 p.m. Councilmembers Jeremy Carter, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, and Bruce McDougall were present. Councilmembers Anthony Young and Amanda Hubik were absent.

Mr. Carter moved, seconded by Ms. Cleland-McGrath, to excuse the absence of Mr. Young and Ms. Hubik. The motion carried unanimously by voice vote.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller shared an update on the Tommy Thompson Trail Trestle repair project, declaring demolition work was complete and that staging for the repair work is tentatively scheduled for late this week, which will require closing the causeway from the RV park leading up to the west side of the trestle.

Historic Preservation Board Appointment

Mayor Miller presented the proposed appointment of Ralph Walter to the Historic Preservation Board for a new 3-year term effective through December 31, 2025.

Ms. Cleland-McGrath moved, seconded by Mr. McDougall, to approve the appointment of Ralph Walter to the Historic Preservation Board for a new 3-year term effective through December 31, 2025. The motion carried unanimously by voice vote.

Housing Affordability and Community Services Committee

Ms. Cleland-McGrath reported from the Housing Affordability and Community Services Committee meeting held the previous week. The topics discussed included services being provided to the un-housed community on T Avenue, including a partnership with Helping Hands to provide solid waste services for the area and an outreach team consisting of the Fire Department, the Police Department, the Anacortes Family Center, Helping Hands, and Community Action. She concluded the update by mentioning a discussion of the utility discount program with the goal of giving a more significant discount and ensuring those who do qualify are participating in the program.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda. No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

Ms. Moulton moved, seconded by Mr. Carter, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

a. Minutes of January 17, 2023

b. Approval of claims in the amount of \$722,195.03

The following vouchers/checks were approved for payment:

EFT numbers: 105322 through 105361, total \$474,011.55

Check numbers: 105362 through 105375, total \$231,635.86

Wire transfer numbers: 316870 through 317374, total \$16,547.62

c. Interlocal Agreement #22-238-PRK-006 with Skagit County for Partial Funding of the Tommy Thompson Trail Trestle Restoration Project

Closed Record Decision Hearing

Conditional Use Permit for Morrison Court Bed & Breakfast

Senior Planner, Grace Pollard, introduced the proposed conditional use permit for Morrison Court Bed and Breakfast referring to a slide presentation that was included in the packet materials for the meeting. She reported that staff recommended approval with the following conditions: The applicant must:

- 1.) adhere to the site plan dated January 4, 2023.
- 2.) obtain a City of Anacortes business license prior to operating the bed and breakfast.

Ms. Moulton thanked the applicant for going through the efforts required for completing the permitting process and wondered if there was any way to incentivize other city residents who host bed and breakfasts to participate in the permitting process.

BRUCE MCDOUGALL moved, seconded by RYAN WALTERS, to approve the conditional use permit with noted conditions. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL. Nays - None. Result: Passed

Other Business

Interlocal Agreement #22-213-TRN-001 for the Funding of Public Street Improvements for the Early Learning Center

Engineering Technician, Steve Lange, introduced Interlocal Agreement #22-213-TRN-001 with the Samish Indian Nation for the Funding of Public Street Improvements for the Early Learning Center. He detailed the collaborative process to add the adjacent road system for the Early Learning Center to the federal highways list of eligible projects that would gain the required funding for the project. He then detailed the project specifics, including planned road and sidewalk improvements, timeline, and the construction management plan, referring to a slide that was included in the agenda packet for the meeting. He introduced John Barrett, Samish Indian Nation Planning Director, who related his understanding of the conditional use permit process and the funding that is available through the Bureau of Indian Affairs for the road improvements. Mayor Miller expressed his appreciation for the mutual cooperation opportunity related to the Early Learning Center project.

Mr. Walters declared that as a community-based tribe, there is significant potential for collaboration on this and other projects. He mentioned that the project had grown in scope and that the traffic circles are critical components of the project. Mr. Lange responded that including them is a policy decision. Mr. Walters asked if there had been any outreach to local residents. He expressed support for the proposed addition of a segment of 16th Street, for traffic circles as a calming measure, designating the area as a school zone and improving the connectivity of the city's road grid system. Mr. Lange mentioned that the Samish Nation had already held a neighborhood meeting and that the city intends to send a letter to local residents outlining the project subsequent to the Council approving the interlocal agreement. He then asserted that the curb extensions, rapid flashing beacons, and bike lanes would be effective traffic calming measures. Mr. Walters emphasized early and continued collaboration with the local residents. Mayor Miller added that the interlocal agreement will facilitate the joint community outreach necessary for a successful project.

Ms. Cleland-McGrath asked about the availability of the funding and the gap in the sidewalk on 17th Street between C Avenue and D Avenue. Mr. Lange responded that funding is available at \$2.5 million from the Samish Indian Nation and that sidewalk is already present in that area. Ms. Cleland-McGrath asked what the total cost of the project was. Mr. Lange estimated that it would be \$1.65 million and that the city was ready to move ahead with the project. Mr. Walters asked if B Avenue was considered for the punch through to between 15th and 17th Street. Mr. Lange responded that B Avenue had been recently repaved and with the long house on 15th Street, C Street made the most sense. Mr. Walters encouraged flexibility in the scope with respect to neighborhood concerns. Mr. Walters abstained from the vote because he initiated the project when he was

Planning Director for the Samish Indian Nation. Mr. Barrett clarified that the Bureau of Indian Affairs transportation funding is only available for those streets that are included in the inventory, and would need to verify that B Avenue was included on that list.

BRUCE MCDUGALL moved, seconded by CAROLYN MOULTON, to authorize the Mayor to execute Interlocal Agreement 22-213-TRN-001 with the Samish Indian Nation. Vote: Ayes - JEREMY CARTER, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL. Nays - None. Abstentions - RYAN WALTERS. Result: Passed

Washington State Working Families Tax Credit

Ms. Moulton introduced Ms. Perla Gamboa of Working Families Credit, who detailed the Washington State Working Families Tax Credit by referring to a presentation that was included in the packet materials for the meeting. Ms. Moulton thanked Ms. Gamboa for the outreach and suggested using the organization's materials on the city website to raise awareness of the program for eligible families.

Comment on Seattle City Light Federal Energy Regulatory Commission (FERC) Relicensing

City Attorney, Darcy Swetnam, introduced the Seattle City Light Federal Energy Regulatory Commission Relicensing, Jenna Friebe, Executive Director at Skagit County Drainage and Irrigation Districts Consortium, Daryl Hamburg, Executive Director of Dike District 17 and Chairman of the Board for the Dike District Partnership, and Will Honea Chief Civil Attorney for Skagit County. Mr. Hamburg presented the Skagit River flood plain critical infrastructure, Skagit River water management system, and the FERC re-licensing process, referring to a slide presentation that was included in the packet materials for the meeting. Ms. Moulton asked about a "GI study". Mr. Hamburg responded that it stands for a General Investigation study, which was conducted by the County and the results were shelved for use in other projects on the Skagit River. Ms. Friebe detailed the FERC Relicensing Flood Risk Reduction Request, including an increase in flood storage capacity to 200,000 ac-ft and an earlier drawdown date of November 1st. Mr. Honea detailed the next steps to the FERC Relicensing Flood Risk Reduction Request, asking the Council and the City of Anacortes to join the County in supporting the request to FERC. Mayor Miller commented that there are also individuals in Island County who depend on the Skagit River watershed.

Mayor Miller invited the public to comment on the agenda item. No one present wished to address the Council on the agenda item.

Mr. McDougall expressed his appreciation for the presentation and support for the effort. Mr. Walters asked about slide #3, asking what the impact of Ross Lake Dam had on mitigating the 2021 flood. Mr. Hamburg responded that the storm impacted the Baker Dam less severely and recommended approaching the manager of the Baker Dam to discuss the difference, mentioning that each system is managed differently based on the relative size difference and associated requirements for power generation. He estimated that 90% of the excess 8 feet of flood water in the 2021 flood was stored in the Skagit River system. Mr. Walters asked what the effective minimum requirement for the Ross Dam with the fish agreement was. Mr. Honea responded that the fish agreement has to do with stream flow augmentation that varies from year to year depending on inflows. Mr. Walters asked if the 2021 flood was a 25-year flood that, without dam mitigation, would have been higher than a 100-year flood in Mount Vernon. Mr. Hamburg said that the Army Corps of Engineers calculated those figures. Mr. Walters asked if the 2021 flood was a 25-year event in light of changing metrics as a result of climate change. Ms. Friebe responded that it was a 25-year event and that the severity will depend on which watershed is most affected by future storm events. Mr. Walters posited that the Skagit River and the City of Anacortes are inextricably linked to flood control and fish, mentioning the KING-5 series on the water control system and advocated signing the letter in light of the 45-day period required to repair the water treatment plant subsequent to a major flood. He then asked if other regional cities were signing on to the letter. Mr. Honea responded that Sedro-Woolley and Mount Vernon had signed on. Mr. Hamburg added that the County and Dike Districts have contracted with Anchor QEA to analyze the models provided by Seattle City Light and were

working with the tribes to add the fish passage caveat to jointly address the issues of fish habitat sustainability and flood control.

RYAN WALTERS moved, seconded by CHRISTINE CLELAND-MCGRATH, to approve the signing of the letter to the FERC Secretary regarding Seattle City Light's FERC relicensing. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL. Nays - None. Result: Passed

Resolution 3106: Intent to award Banking Services Contract

Finance Director, Steve Hoglund, introduced Resolution 3106 - Intent to award Banking Services to authorize the transfer of banking services from Banner Bank to SaviBank. He detailed the request for proposal, to which two banks responded and SaviBank came out on top of the finance department's score sheets and reported that staff recommended approval.

CAROLYN MOULTON moved, seconded by JEREMY CARTER, to approve resolution 3106 authorizing the mayor to enter into an agreement with SaviBank.

Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL. Nays - None. Result: Passed

2022 Year End Finance Update

Finance Director, Steve Hoglund, introduced the 2022 Year-End Finance update, referring to a slide presentation that was included in the packet materials for the meeting. Mr. Walters asked if the number of building permits includes individual permits and not dwelling units. Mr. Hoglund responded affirmatively. Mr. Walters suggested that with the increase in multi-family units, the number of dwelling units should be added as a metric to inform discussions regarding impact fees and meeting housing goals. Mr. Hoglund responded that the Finance Department would explore ways of presenting such data and on multi-use building permits as well.

Mr. Walters asked if the recent decrease in home sales and corresponding decrease in real estate excise tax (REET) revenues corresponded with increased interest rates. Mr. Hoglund responded affirmatively. Mr. Walters followed up by wondering if the REET per sale is directly correlated with the average home price. Mr. Hoglund responded affirmatively. Mr. Walters pointed out that the numbers reflect a snapshot of the increasing price of individual homes.

Ms. Moulton asked why the Parks and Recreation budgeted numbers were so different than the actual amounts. Mr. Hoglund responded that the skate park project was deferred to a later year.

Mayor Miller invited the public to comment on the agenda item. No one present wished to address the Council on the agenda item.

Mr. Walters asked about the budgeting process for the Firemen's Pension Fund. Mr. Hoglund responded that the Budgeting, Accounting and Reporting System (BARS) manual does not require that trust funds be budgeted and that the primary revenue stream for that fund is fire insurance premium tax from the State, which amounts to \$1,000 per active firefighter. Mr. Walters asked if the budget amendment were not approved then there would be an audit finding and that each of the funds had a balance. Mr. Hoglund responded affirmatively. Mr. Walters asked to see a fund balance in the quarterly updates to the Council. Mr. Hoglund agreed that this could be added to future updates.

Ordinance 4040: 2022 Year End Budget Amendment

Anacortes City Council Minutes - January 23, 2023

Finance Director, Steve Hoglund, introduced Ordinance 4040 - 2022 Year-End Budget Amendment, referring to the draft ordinance that was included in the packet materials for the meeting.

Mayor Miller invited the public to comment on the agenda item. No one present wished to address the Council on any topic not already on the agenda.

Ms. Moulton asked to have the name of the fund with the BARS number in future budget amendments. Mr. Hoglund responded affirmatively.

RYAN WALTERS moved, seconded by BRUCE MCDOUGALL, to approve Ordinance 4040 as presented. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL. Nays - None. Result: Passed

Ordinance 4035: Amending Chapter 10.12

City Attorney, Darcy Swetnam, re-introduced Ordinance 4035 - Amending Chapter 10.12 that would amend the code to reduce the penalty for exceeding the 72-hour parking limit from a misdemeanor to a class 2 civil infraction.

Mr. Walters agreed that the change needed to be made sooner than the re-write of the entire ordinance. He proposed that section 2 of the ordinance be amended so that it would take effect immediately, consistent with RCW 35A.12.130 that states "having received the votes of a majority plus one of the whole membership of the council, and having been designated as a public emergency ordinance necessary for the protection of public health, public safety, public property or the public peace, this ordinance is made effective immediately upon adoption." He then asked if we have been using the misdemeanor for criminal prosecution referrals. Chief Floyd responded that the Police Department has issued nine criminal referrals in the past week and nineteen since the beginning of the year that needed to be corrected by the courts, and had asked Ms. Swetnam to place this issue on tonight's agenda. Mr. Walters proposed adding section 3 to the ordinance that says, "Adoption of this ordinance is intended to preclude currently pending prosecutions of violations of the prior ordinance that are repealed by this ordinance and to waive any fee or penalty due and unpaid under such ordinance." Chief Floyd responded that he had consulted with the Court Administrator and the prosecutor to amend those cases in court so that they are charged appropriately. Mr. Walters pointed out that he would find it questionable to have them re-filed as civil infractions if the present ordinance being considered did not exist at the time of the infraction. Mayor Miller pointed out that proposed section 3 effectively wipes away citations, and expressed concern that the work of the Police Department would effectively be nullified. Mr. Walters repeated his assertion that there is a problem with citing people for a civil infraction when the law making the behavior a civil infraction did not exist at the time the citation was issued and expressed a desire to repeal those misdemeanor citations with the proposed section 3 of the amended ordinance.

RYAN WALTERS moved, seconded by JEREMY CARTER, to approve Ordinance 4035 with amended section 2 and new section 3. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 8:05 p.m. the Anacortes City Council meeting of January 23, 2023 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the February 6, 2023 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
317524	1/10/2023	00-2019-240 - 24	ALTA PLANNING AND DESIGN, INC	COMMERCIAL AVE CORRIDOR	\$ 3,316.38	pw1
317438	1/4/2023	AAF HOLIDAY INV #1	ANACORTES ARTS FESTIVAL	LTAC AAF HOLIDAY ART SHOW 2022	\$ 5,882.78	plan
317437	1/4/2023	Art in Ana Inv #1	ANACORTES ARTS FESTIVAL	LTAC AAF ART IN ANACORTES 2022	\$ 5,170.00	plan
317484	1/19/2023	AFC Inv #1	ANACORTES FAMILY CENTER	CDBG 2022 PUBLIC SERVICS AFC	\$ 4,238.27	plan
317726	1/1/2023	1/1/2023	ANACORTES FAMILY CENTER	SOCIAL WORKER AGREEMENT - JANUARY 2023	\$ 4,166.67	apd
318035	1/30/2023	8038	ANACORTES TOWING, LLC	TOWING; APD CASE 23-A00657	\$ 530.40	apd
317704	1/17/2023	14196	ANCHOR QEA, LLC	A AVENUE LANDFILL MATTER NO. 200 - THROUGH 12/31/22	\$ 246.00	legal
317703	1/17/2023	14200	ANCHOR QEA, LLC	FORMER WTP MATTER NO. 96 - THROUGH 12/31/22	\$ 10,039.54	legal
317862	1/24/2023	333832	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 535.43	pwfac
318060	1/26/2023	22096I	BEAVER EQUIPMENT, LLC	POWER MODULES X 2	\$ 1,353.57	dwtpt
317506	12/15/2022	BI-0359419	BECKWITH & KUFFEL	WWTP FAIRBANKS PUMP REBUILD	\$ 19,759.17	dwwtp
317692	1/12/2023	251658J-2	BIRCH EQUIPMENT CO., INC	GENERATOR RENTAL - INTAKE	\$ 6,304.74	dwtpt
317447	1/16/2023	801982	BLADE CHEVROLET, INC	VEH 194 LINK	\$ 36.83	dshop
317445	1/17/2023	802080	BLADE CHEVROLET, INC	TANK #040A	\$ 156.58	dshop
317715	1/20/2023	802217	BLADE CHEVROLET, INC	SWITCH #176	\$ 69.83	dshop
317513	12/28/2022	2959	BLUE SEAL INC	WWTP INFLUENT PUMP ROOM COATING	\$ 9,792.00	dwwtp
317713	12/31/2022	22-264-FAC-0011	BLYTHE MECHANICAL, INC	RETAINAGE RELEASE	\$ 148.35	pw1
317730	1/18/2023	222827	BLYTHE MECHANICAL, INC	WTP BOILER PUMPS RESET	\$ 374.67	ap direct
317869	1/18/2023	222155	BLYTHE MECHANICAL, INC	HVAC REPAIR AT THE LIBRARY	\$ 1,200.02	pwfac
317868	1/18/2023	223109	BLYTHE MECHANICAL, INC	A/C REPAIR IN ELECTRICAL ROOM AT WTP	\$ 1,038.82	pwfac
318027	1/30/2023	BidDepositReturn	BLYTHE MECHANICAL, INC	RETURN BID DEPOSIT BLYTHE	\$ 17,500.00	finance
317448	1/16/2023	33991	BRAUN NORTHWEST, INC	ELECTRIC STEP	\$ 2,466.30	dshop
317510	1/23/2023	GPA.3326-2638-3005-9	BROWN, CHRISTOPHER	REIMBURSE: OFFICER 2 EXAM PREP APP	\$ 10.87	medic

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
317667	1/23/2023	7266264452	CARDINAL HEALTH 110, INC.	PHARMA: NAHCO3	\$ 381.72	medic
317701	1/10/2023	FB31570	CAROLLO ENGINEERS, INC.	WATER SYSTEM PLAN UPDATE - THROUGH 12/31/22	\$ 10,491.75	dwtp
317690	1/20/2023	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 12/17/22-01/19/23	\$ 2,137.81	apd
317682	1/20/2023	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2: 12/17 - 1/19/23	\$ 378.86	medic
317686	1/20/2023	199 800 0000 4	CASCADE NATURAL GAS CORP.	703 R AVENUE 12/17/22 - 1/19/23	\$ 519.68	museum
317683	1/20/2023	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 12/17 - 1/19/23	\$ 454.29	medic
317671	1/20/2023	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPS 12/17/22 - 1/19/23	\$ 1,903.95	dshop
317670	1/20/2023	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 12/17-1/19/23	\$ 2,115.17	finance
317685	1/20/2023	912 800 0000 0	CASCADE NATURAL GAS CORP.	CARNEGIE 12/17/22-1/19/23	\$ 685.27	museum
317672	1/20/2023	989 800 0000 8	CASCADE NATURAL GAS CORP.	SHUT DOWN MONTH - 12/17-1/19/23	\$ 182.73	dwwtp
317512	1/18/2023	AN 855721	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 107.07	medic
318084	1/25/2023	AN 90033	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 98.45	medic
317729	12/30/2022	2212040C	CH MURPHY/CLARK-ULLMAN, INC	WWTP INCINERATOR EXPANSION JOINT AND WASTE GAS OUTLET DUCT REPLACEMENT	\$ 343,566.60	dwwtp
317523	1/17/2023	0001390	CITY OF BURLINGTON	DARK FIBER & RACK SPACE	\$ 275.00	fiber
317669	1/12/2023	1122023	COAST TO COAST TURF, INC	VOLUNTEER PARK BASEBALL/SOFTBALL FIELDS TIRE REPAIRS	\$ 10,738.56	parks1
317702	12/31/2022	06-1222ANCTWQAP-P2	CONFLUENCE ENGINEERING GROUP L	WATER QUALITY ASSESSMENT AND PLANNING - DECEMBER 2022	\$ 3,197.50	dwtp
317385	12/31/2022	INV-072022	CULBERTSON MARINE CONSTRUCTION	4TH OF JULY BARGE	\$ 6,597.00	parks1
317676	1/23/2023	LAU-WA-W683-22	DEPARTMENT OF ECOLOGY	RENEWAL FOR WWTP LAB ACCREDITATION 12/25/22-12/24/23	\$ 1,000.00	dwwtp
318028	1/30/2023	5038	DEPARTMENT OF ECOLOGY	INCINERATOR RECERTIFICATION APPLICATION	\$ 200.00	dwwtp
317722	12/31/2022	21-059-TRN-0011	DOOLITTLE CONSTRUCTION	RETAINAGE RELEASE	\$ 9,697.25	pw1
317698	1/16/2023	98076377	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE	\$ 4,555.81	dwtp
317381	1/18/2023	3610	ELOGGER INC.	ELOGGER MAINTENANCE 2/15/23 - 2/15/24	\$ 5,398.08	dwwtp
317483	1/3/2023	90740201	EMERALD RECYCLING SVCS INC	WASTE OIL RECYCLING	\$ 102.14	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
318095	1/25/2023	WAANA146532	FASTENAL COMPANY	WORK & FIRE GLOVES, BATTERIES.	\$ 5,896.78	medic
318034	1/26/2023	184284	FIDALGO ANIMAL MEDICAL CENTER	MEDICAL TREATMENT FOR FOUND DOG; APD CASE 23-A00212	\$ 72.72	apd
318086	1/16/2023	0444	FIDALGO CLEANING	APD CLEANING & SUPPLIES 1/16-1/30/23	\$ 800.00	apd
317723	12/28/2022	1753819	FIRSTLINE COMMUNICATIONS	NUISANCE CALL HANDLER	\$ 2,212.77	infosys
317507	1/6/2023	MLOGFDV1WX	FRAZIER, RYAN	REIMBURSE: OFFICER 2 EXAM PREP APP	\$ 10.90	medic
317517	1/20/2023	023291414	GALLS, LLC.	UNIFORM JUMPSUIT; ST CLIFFORD - FIX ZIPPER	\$ 54.40	apd
318087	1/27/2023	023363406	GALLS, LLC.	UNIFORM JUMPSUIT; OFC HATCHER	\$ 611.61	apd
317727	12/30/2022	0185293	GEOENGINEERS, INC.	ON-CALL CRITICAL AREAS-RELATED SERVICES - 7/30/22-12/16/22	\$ 523.75	plan
318056	1/9/2023	1255576864	GRAY, MATTHEW	DENTAL SERVICES, LEOFF 1 RETIREE	\$ 444.00	hr
317522	1/18/2023	9330445802	GRAYBAR ELECTRIC COMPANY, INC	WALLBOXES FOR FIBER CUSTOMER INSTALLS	\$ 9,571.95	fiber
317521	1/19/2023	9330465719	GRAYBAR ELECTRIC COMPANY, INC	MST TEST CABLES	\$ 171.91	fiber
317666	1/20/2023	9330485018	GRAYBAR ELECTRIC COMPANY, INC	MICRODUCT FOR FIBER INSTALLS	\$ 28,690.68	fiber
317527	1/23/2023	6056	GRINDLINE SKATEPARKS INC	SKATE PARK DESIGN AND BID DOCUMENTS - 1/1/23-1/23/23	\$ 13,502.93	parks1
318053	1/20/2023	13431699	HACH COMPANY	CHLORINE REAGENT SETS X 36	\$ 3,107.39	dwtp
318078	1/26/2023	13439631	HACH COMPANY	STABLCAL CALIBRATION SET	\$ 825.53	dwtp
318077	1/26/2023	13439637	HACH COMPANY	HARDNESS STANDARD X 3	\$ 312.20	dwtp
318039	1/26/2023	869592	HASA, INC	SODIUM HYPOCHLORITE 12.5% SOLUTION	\$ 6,350.04	dwwtp
318089	1/27/2023	I6310275	HD FOWLER COMPANY INC	REMALINE	\$ 1,783.54	dwtp
317380	1/12/2023	1200491866	HDR ENGINEERING, INC	WTP MAINTENANCE FACILITY - PLANNING - NOVEMBER 27, 2022-DECEMBER 31, 2022	\$ 9,124.10	dwtp
317379	1/13/2023	1200492549	HDR ENGINEERING, INC	WATER MODELING SUPPORT AND ROCK RIDGE BOOSTER PS EVALUATION - 10/27/22 - 12/31/23	\$ 1,106.74	dwtp
317525	1/13/2023	7721	HECKMAN INC	WWTP EFFLUENT PUMP STATION INSULATION	\$ 19,065.89	dwwtp

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318031	1/27/2023	13402012657	HID GLOBAL CORPORATION	2023 FINGERPRINT MACHINE MAINTENANCE	\$ 1,537.34	apd
318049	1/25/2023	AFD 22	ISLAND HOSPITAL	DECEMBER AMBULANCE SUPPLIES	\$ 2,115.88	medic
318041	1/25/2023	AFD 22	ISLAND HOSPITAL	NOVEMBER AMBULANCE SUPPLIES	\$ 2,214.10	medic
317376	1/11/2023	866733	KARMART	BRACE BOX SIDES	\$ 58.62	dshop
317500	1/20/2023	866933	KARMART	MOUNTING BRACKETS	\$ 44.50	dshop
318042	1/30/2023	867067	KARMART	TRIM KIT ERR 2001	\$ 80.32	dshop
318074	11/30/2022	23421571	KIMLEY-HORN AND ASSOCIATES, IN	CAMPBELL LAKE WATER MAIN RELOCATION DESIGN - THROUGH 11/30/22	\$ 5,547.50	dwtpt
317487	1/14/2023	220870	LAKE SIDE INDUSTRIES, INC.	5/8 & 3/4 ROCK	\$ 474.85	wdist
317486	1/14/2023	220871	LAKE SIDE INDUSTRIES, INC.	ASPHALT	\$ 1,030.61	wdist
317867	1/21/2023	221588	LAKE SIDE INDUSTRIES, INC.	ROCK SALES	\$ 705.47	dshop
317866	1/21/2023	221615	LAKE SIDE INDUSTRIES, INC.	5/8 & 3/4 ROCK SALES	\$ 256.24	wdist
317865	1/21/2023	221616	LAKE SIDE INDUSTRIES, INC.	PIT RUN	\$ 573.16	wdist
317502	1/4/2023	1/4/23	LAMP, DANIEL	REIMBURSEMENT FOR OFFICER 2 EXAM PREP	\$ 10.87	medic
317499	1/17/2023	1285624	LIFE ASSIST, INC	EXAM GLOVES	\$ 952.00	medic
317497	1/18/2023	1285964	LIFE ASSIST, INC	SAFETY GLASSES, CRICOTHYROTOMY KITS.	\$ 1,343.93	medic
318088	1/31/2023	80606	LOGGERS & CONTRACTORS SUPPLY	MAINTENANCE SUPPLIES CRAIN HOIST WINCH LINE	\$ 365.57	dwwtp
317451	1/18/2023	1979875	MILES SAND & GRAVEL CO.	PEA GRAVEL	\$ 594.04	wdist
318046	1/30/2023	10563110	NAVIA BENEFIT SOLUTIONS, INC	JANUARY FLEXIBLE SPENDING PARTICIPANT FEE	\$ 112.05	hr
318057	1/30/2023	IN949328	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - JANUARY 2023	\$ 2,016.00	fiber
317504	1/6/2023	2023-102	NORTHWEST RADIATION SERVICES	WWTP DENSITY METER SOURCE DISPOSAL	\$ 4,532.63	dwwtp
317501	11/28/2022	14066937	PAPE MACHINERY INC.	PARTS #422	\$ 319.26	dshop
318048	1/18/2023	14165152	PAPE MACHINERY INC.	YARD BOSS POWER BROOM WITH WHEELS	\$ 436.06	dshop
318047	1/30/2023	14165214	PAPE MACHINERY INC.	POWER BRUSH	\$ 163.19	dshop
318059	1/16/2023	WP036536	POLLARD WATER	DECHLOR TABS	\$ 369.92	dwtpt
317711	12/31/2022	22-044-WTR-0011	POTELCO, INC.	RETAINAGE RELEASE	\$ 1,688.20	pw1
317514	1/17/2023	2023-1	PUBLIC SAFETY TESTING, INC	PRE-EMPLOYMENT TESTING SERVICES FOR POLICE - DECEMBER 2022	\$ 66.00	hr
318264	12/7/2022	220013285402	PUGET SOUND ENERGY INC	PUMP STATION 15 12/7-1/6/2023	\$ 1,678.54	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
318263	12/8/2022	220013286574	PUGET SOUND ENERGY INC	WWTP -12/8-1/07/2023	\$ 23,215.34	dwwtp
317728	1/5/2023	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS, 2201 37TH ST 11/7/22 - 12/7/22	\$ 6,845.61	dshop
317515	1/12/2023	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 12/6/22-1/6/23	\$ 3,600.82	parks1
317693	1/13/2023	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 12/7/22-1/6/23	\$ 5,785.58	dwwtp
317508	1/18/2023	2237-01	QUANTUM CONSTRUCTION, INC	VACTOR/SWEEPER ENCLOSURE	\$ 22,172.34	pw1
318062	1/24/2023	2237-02	QUANTUM CONSTRUCTION, INC	VACTOR/SWEEPER ENCLOSURE	\$ 1,093.55	pw1
317714	1/20/2023	0295838-IN	REISNER DISTRIBUTOR INC	DIESEL EXHAUST FLUID	\$ 628.01	dshop
317378	1/16/2023	89110	RH2 ENGINEERING, INC	WATER METER ANTENNA DESIGN - THROUGH JANUARY 1, 2023	\$ 3,132.57	dwwtp
318044	12/12/2022	53094	ROBINSON BROTHERS	MUNICIPAL BROADBAND NETWORK - 2021 WESTSIDE BACKBONE EXPANSION	\$ 510,540.26	fiber
317696	1/11/2023	1005357	ROSEMOUNT, INC	PH ORP SENSORS X 10	\$ 4,290.13	dwwtp
318069	1/5/2023	ReimbRoss	ROSS, WILLIAM	LEOFF1 VISION COPAY	\$ 50.00	hr
318064	9/30/2022	7100502639	SCHINDLER ELEVATOR CORPORATION	ELEVATOR REPAIR AT LIBRARY	\$ 3,494.24	pw1
318066	10/18/2022	7100503673	SCHINDLER ELEVATOR CORPORATION	ELEVATOR REPAIR AT MUSEUM	\$ 4,184.33	pw1
318061	12/12/2022	1904	SECURITY LINES US	PUBLIC SAFETY CAMERA PURCHASE	\$ 9,045.00	apd
318050	1/30/2023	258833	SETINA MANUFACTURING CO INC	POLICE CAR PARTS, 3001 3002 3003	\$ 12,568.02	dshop
317699	12/30/2022	B16309007	SHI INTERNATIONAL CORP.	FORTINET FIREWALLS PURCHASE AND SUPPORT SERVICES	\$ 42,512.95	infosys
317768	1/25/2023	B16395190	SHI INTERNATIONAL CORP.	MAC COMPUTER FOR MUSEUM	\$ 2,167.19	infosys
317443	1/17/2023	0266154	SIRENNET.COM	VEH 2001 LIGHTS	\$ 326.45	dshop
317444	44943	0266156	SIRENNET.COM	PEDESTAL MOUNT KIT	\$ 330.15	dshop
317449	1/19/2023	0266200	SIRENNET.COM	MOUNTING BRACKETS	\$ 95.15	dshop
317450	1/19/2023	0266213	SIRENNET.COM	54" LIBERTY LIGHTBARS	\$ 6,718.62	dshop
317717	1/20/2023	0266222	SIRENNET.COM	MOUNT LIGHTS #2001	\$ 418.89	dshop
317716	1/23/2023	0266250	SIRENNET.COM	MOUNT LIGHTS- #3001, #3002, #3003	\$ 301.92	dshop
317964	1/24/2023	0266271	SIRENNET.COM	SCREW MOUNTS- #2001	\$ 976.50	dshop
318045	1/27/2023	0266348	SIRENNET.COM	POLICE CAR LIGHTS	\$ 1,794.48	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
317375	1/12/2023	1st QTR JUDICIAL	SKAGIT COUNTY DISTRICT COURT	1ST QTR JUDICIAL SERVICES	\$ 22,566.00	court
317519	12/31/2022	3477	SKAGIT COUNTY SHERIFF'S OFFICE	NW MINI CHAIN 2022 4TH QTR	\$ 6,369.00	apd
318092	1/31/2023	1412252	SKAGIT COUNTY SOLID WASTE FUND	WTP DUMP RUN 1.54 TN	\$ 164.35	dwtpt
317498	1/18/2023	309	SKAGIT PUBLIC UTILITY	VALVE DUCTILE IRON 12"	\$ 2,422.95	wdist
317382	1/11/2023	30047	SKAGIT PUBLISHING LLC	PUBLISH AA-320800	\$ 125.86	finance
317860	44944	30149	SKAGIT PUBLISHING LLC	PUBLISH AA-322439	\$ 93.38	plan
317861	1/18/2023	30151	SKAGIT PUBLISHING LLC	PUBLISH AA-323028	\$ 121.80	plan
317511	1/5/2023	4342	STATION AUTOMATION, INC	ANNUAL 2/17/23 - 2/16/24 NARCOTICS	\$ 992.25	medic
318096	1/20/2023	7627	STRATUM GROUP INC	PHASE 1 ENVIRONMENTAL ASSESSMENT ON	\$ 1,600.00	medic
318063	1/18/2023	142351	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES RE TEAMSTERS BARGAINING AND CBA LANGUAGE	\$ 306.00	hr
317694	1/16/2023	Pay App 2	SUMMITX CONTRACTORS, INC	ACCESS ANACORTES FIBER INTERNET GUEMES VIEW AREA UNDERGROUND CONSTRUCTION	\$ 149,947.62	fiber
317700	1/16/2023	S202110162	SUPERIOR SYSTEMS, INC	CUSTOM MANUFACTURE HEART OF ANACORTES RAILING	\$ 14,171.20	parks1
318067	1/26/2023	S202110217	SUPERIOR SYSTEMS, INC	SWM PIPE BRACKET REPAIR	\$ 1,031.17	dwtpt
318094	1/30/2023	S202110223	SUPERIOR SYSTEMS, INC	INCINERATOR MAINTENANCE - FITTINGS FOR EMERGENCY REPAIR	\$ 1,156.59	dwwtpt
317718	1/19/2023	0152055-IN	SWS EQUIPMENT	SWITCH #304	\$ 1,061.83	dshop
317966	1/25/2023	0207805	SWS EQUIPMENT	SWEEPER TRAINING- CARTER P	\$ 54.40	dshop
317724	1/22/2023	ReimbTaylor	TAYLOR, CHRISTOPHER	2023 WATERWORKS RENEWAL	\$ 42.00	wdist
317490	1/13/2023	230044	T-SHIRTS BY DESIGN	REC PROGRAM SUPPLIES	\$ 3,212.86	pkrec
318104	1/30/2023	230130	T-SHIRTS BY DESIGN	UNIFORMS- SOLID WASTE/STREET/FLEET	\$ 837.76	dshop
318033	1/28/2023	00005W5A83043	UNITED PARCEL SERVICE, INC	UPS SHIPPING; WEEK ENDING 1-28-23	\$ 23.34	apd
318091	1/30/2023	50885475	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 4,851.61	dwtpt
318040	2/1/2023	0542005-001	UNUM LIFE INS CO OF AMERICA	UNUM LONG TERM CARE INSURANCE	\$ 1,247.70	hr
317493	1/1/2023	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 12/1-12/31/2022	\$ 52.00	finance
318058	1/23/2023	244173	USA BLUE BOOK	FLUORIDE REAGENT SPADNS X 10	\$ 579.81	dwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
318093	1/30/2023	252309	USA BLUE BOOK	LAB SUPPLIES	\$ 953.56	dwtp
317705	12/31/2022	1031319	USA DEBUSK, LLC	INCINERATOR SAND REMOVAL - EXPANSION JOINT	\$ 2,529.00	dwwtp
318052	11/30/2022	114954	VECA ELECTRIC & TECHNOLOGIES	WWTP UNINTERRUPTED POWER SUPPLY AND ENTRY WAY RECEPTACLE INSTALLATION	\$ 1,738.55	pw1
318090	1/26/2023	116024	VECA ELECTRIC & TECHNOLOGIES	MIXING PUMP CABLE REPAIR	\$ 1,393.09	dwtp
318085	1/20/2023	9925827907	VERIZON WIRELESS	PUMP STATION SCADA COMMUNICATION 12/21/22-1/20/23	\$ 1,235.20	dwwtp
317441	1/19/2023	112491	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 388.00	finance
317496	1/19/2023	112492	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 210.00	medic
317442	1/19/2023	112493	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	\$ 158.50	dshop
318073	1/26/2023	112527	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 76.50	dwtp
317725	11/28/2022	23-7161C	WESTERN DISPLAY FIREWORKS, LTD	FOURTH OF JULY FIREWORKS 2023 - DEPOSIT	\$ 9,500.00	parks1
317708	12/31/2022	875	WIDENER & ASSOCIATES	TOMMY THOMPSON TRAIL TRESTLE RESTORATION - ENVIRONMENTAL PERMITTING - DEC 2022	\$ 1,420.80	parks1
317709	12/31/2022	876	WIDENER & ASSOCIATES	WHISTLE LAKE DAM ASSESSMENT - DECEMBER 2022	\$ 1,200.00	pw1
317706	12/31/2022	877	WIDENER & ASSOCIATES	WASTEWATER TREATMENT PLANT OUTFALL PERMITTING - DEC 2022	\$ 2,563.20	pw1
317707	12/31/2022	878	WIDENER & ASSOCIATES	PUMP STATION #8 EMERGENCY RELOCATION: CONSTRUCTION MANAGEMENT - DEC 2022	\$ 2,800.45	pw1
317767	1/12/2023	SDW_PSI02868	WOOD'S LOGGING SUPPLY	EQUIP #6975	\$ 31.21	dshop
317766	1/13/2023	SDW_PSI02933	WOOD'S LOGGING SUPPLY	STIHL TS 500I 14" CUTQUICK	\$ 1,389.00	dshop
317520	1/19/2023	10939559	WORLD WIDE TECHNOLOGY, LLC	FIBER OPTIC DROP CABLES	\$ 22,843.92	fiber
	Total				\$ 1,562,399.15	



City Council Agenda Bill

Meeting Date: February 6, **Agenda Item:** 6.c.
2023

Agenda Item Title: Resolution 3108: Waiving Competitive Bidding Requirements for the Purchase of Unmanned Aerial Vehicles

Staff Contact(s): DAVE FLOYD

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Resolution
STEVE HOGLUND	
DARCY SWETNAM	

Item Summary: City staff seeks City Council approval of Resolution 3108 to waive the state competitive bidding requirements for the purchase DJI Unmanned Aerial Vehicles with Axon Air and Axon Evidence Data Management System for use by the City's Police Department.

Background:

- RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions.
- Law enforcement agencies use Unmanned Aerial Vehicles (UAV) for public safety missions.
- The law enforcement agencies within Skagit County require UAVs with software that enables interoperability with each of the other local agencies in order to fly coordinated public safety missions and to track the UAV and its pilots for flight records.
- The Anacortes Police Chief has found that the only UAVs that also includes software compatible with the UAVs and software operated by Skagit County's other law enforcement agencies is the DJI brand UAVs with the Axon Air and Axon Air Data Management Systems as sold by Axon Enterprises, Inc.
- The DJI brand UAV with the Axon Air and Axon Air Data Management Systems as sold by Axon Enterprises, Inc. has a current approximate cost of \$23,916.51 per unit. The City's bid threshold for materials, supplies, and equipment is \$7,500.
- Axon Enterprise, Inc. is the sole authorized distributor and repair facility for

Axon brand products.

Budget Impact:

The DJI brand UAV with the Axon Air and Axon Air Data Management Systems as sold by Axon Enterprises, Inc. has a current approximate cost of \$23,916.51 per unit.

Previous Action: N/A

Recommended Motion: I move that Resolution 3108 be approved, waiving the state competitive bidding requirements for the purchase of DJI Unmanned Aerial Vehicles with Axon Air and Axon Evidence Data Management System for use by the City's Police Department, and authorizes sole-source purchasing from Axon Enterprise, Inc.

Alternative Actions: Not approve the resolution.

Attachments (listed in order presented):

1. Resolution 3108
2. Axon AIR Sole Source Letter

RESOLUTION 3108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, authorizing the purchase of DJI Unmanned Aerial Vehicles with Axon Air and Axon Evidence Data Management System for use by the City's Police Department, and waiving the competitive bidding requirements, pursuant to RCW 39.04.280.

WHEREAS, RCW 39.04.280 provides that the City of Anacortes ("City"), by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions.

WHEREAS, law enforcement agencies use Unmanned Aerial Vehicles (UAV) for public safety missions; and

WHEREAS, the law enforcement agencies within Skagit County require UAVs with software that enables interoperability with each of the other local agencies in order to fly coordinated public safety missions and to track the UAV and its pilots for flight records; and

WHEREAS, the Anacortes Police Chief has found that the only UAVs that also includes software compatible with the UAVs and software operated by Skagit County's other law enforcement agencies is the DJI brand UAVs with the Axon Air and Axon Air Data Management Systems as sold by Axon Enterprises, Inc.; and

WHEREAS, the DJI brand UAV with the Axon Air and Axon Air Data Management Systems as sold by Axon Enterprises, Inc. has a current approximate cost of \$23,916.51 per unit. The City's bid threshold for materials, supplies, and equipment is \$7,500; and

WHEREAS, Axon Enterprise, Inc. is the sole authorized distributor and repair facility for Axon brand products; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anacortes, Washington, as follows:

Section 1. The City Council of the City of Anacortes finds that because (1) the Anacortes Police Department requires UAVs and software that are compatible with UAVs and software used by other local law enforcement agencies, (2) the only UAV that includes software compatible with those used by other local law enforcement agencies is the DJI brand UAVs with the Axon Air and Axon Air Data Management Systems as sold by Axon Enterprises, Inc, and (3) that Axon Enterprise, Inc. is the sole authorized distributor and repair facility for Axon brand products, that the City of Anacortes is clearly limited to a single source of supply from Axon Enterprise, Inc., justifying the waiver of competitive bidding requirements.

Section 2. The City Council of the City of Anacortes, Washington, hereby waives the bidding requirements for the purchase of DJI Unmanned

Aerial Vehicles with Axon Air and Axon Evidence Data Management System for use by the City's Police Department and authorizes sole source purchasing from Axon Enterprise, Inc.

Section 3. Any actions of the City or its officers prior to the date hereof and consistent with the terms of this Resolution are ratified and confirmed.

Section 4. This Resolution shall be in full force and effect after its adoption and approval.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 6th day of February, 2023.

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

1/11/2023

To: Anacortes Police Department

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Data Management Solutions¹ and DJI Drones

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only available by Axon Enterprise's Axon Air application and DJI drones, and are only available for purchase through the authorized distributor listed below.

Axon Digital Evidence Solution Description

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness
- Compatible with most drones used in public safety
- High-bandwidth wireless data transfer
- Live streaming with the Axon View application
- Axon takes control of the streaming information after it starts
- Criminal Justice Information Services (CJIS) data compliance
- Axon Air live stream is viewed through the Axon Respond operations platform
- Axon Air is the only application for viewing streaming with Axon Respond
- Any smart device can be used to view live streaming via the Axon Evidence ecosystem

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management

¹ Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

Android is a trademark of Google, Inc., DJI is a trademark of DJI, iOS is a trademark of Cisco, and ISO is a trademark of the International Organization for Standardization and.

AXON, Axon, Axon Air, and Axon Evidence are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2022 Axon Enterprise, Inc.



City Council Agenda Bill

Meeting Date: February 6, **Agenda Item:** 6.d.
2023

Agenda Item Title: Resolution 3109: Accepting a \$25,000 donation from Marathon Petroleum Corporation

Staff Contact(s): STEVE HOGLUND, DAVE FLOYD

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
STEVE HOGLUND	Resolution
DARCY SWETNAM	

Item Summary: Restricted donations over \$10,000 are required to be accepted by City Council per AMC 3.10.030(1)(b). The Marathon Petroleum Corporation would like to donate \$25,000 to the Anacortes Police Department to pay for Unmanned Aerial Vehicles (UAV, also commonly referred to as drones). The Police department has identified DJI Unmanned Aerial Vehicles (UAV) with Axon Air and Axon Air Data Management Systems sold by Axon Enterprises as the UAV's needed to integrate with existing UAV's in use by other local law enforcement agencies. A bid waiver for these UAV's is requested in Resolution 3108.

Budget Impact:
\$25,000

Previous Action: Resolution 3108

Recommended Motion: I move to approve resolution 3109

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

Attachments (listed in order presented):

1. Res 3109 Marathon donation accept

RESOLUTION NO. 3109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES,
AUTHORIZING ACCEPTANCE OF A RESTRICTED DONATION OF \$25,000
FROM MARATHON PETROLEUM CORPORATION TO THE CITY OF
ANACORTES

WHEREAS, the City of Anacortes authorizes acceptance of donations through AMC chapter 3.10, and

WHEREAS, Code chapter 3.10.030(1)(b) limits the Mayor's authority to accept restricted donations to \$10,000, and

WHEREAS, the City would like to accept a donation of \$25,000 from Marathon Petroleum Corporation to be used towards the purchase of DJI Unmanned Aerial Vehicles (UAV) with Axon Air and Axon Air Data Management Systems as sold by Axon Enterprises, Inc, which will be used by the Anacortes Police Department.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that the \$25,000 donation from Marathon Petroleum Corporation be accepted.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 6th day of February 2023.

Matt Miller, Mayor

Approved as to form:

Darcy Swetnam, WSBA #40530
City Attorney

Attest:

Steven D. Hoglund, City Clerk / Treasurer



City Council Agenda Bill

Meeting Date: February 6, **Agenda Item:** 6.e.
2023

Agenda Item Title: Contract Award: 36" Water Transmission Pipeline Emergency Repairs #23-054-WTR-001

Staff Contact(s): BRIAN MCDANIEL, Henry Hash

Approved for Submittal to Council by **Action Type**
TIFFANY MATSON Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$200,000.00 to IMCO General Construction Inc to perform the 36" Water Transmission Pipeline Emergency Repairs.

Background:

1. **History:** On January 11, 2023 at approximately 1100 hours, the Water Treatment Plant's 36" water transmission pipeline failed and started leaking at a joint connection immediately adjacent to the main discharge meter. The pipeline is one of two redundant pipelines that supply potable water to approximately 56,000 residential, commercial and industrial customers and an emergency repair is needed to quickly place the transmission pipeline back in service to be able to serve potable water at full production capacity.
2. **Key Terms:**
 - Contract is on a time and materials basis not-to-exceed \$200,000.00.
 - The Contractor shall complete the work by April 28, 2023.
3. **Competitive Bidding:** Resolution 3107 declared an emergency and waived state competitive bidding requirements for this project.

Budget Impact:

Contractor	IMCO General Construction Inc
Contract Amount	\$200,000.00
BARS #	401.730.534.10.48

Start Date	Notice to Proceed
End Date	4/28/2023

Previous Action: City Council approved [Resolution 3107](#) at the [1/17/23](#) council meeting declaring an emergency and waiving state competitive bidding requirements for this project.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-054-WTR-001 with IMCO General Construction Inc in the amount of \$200,000.00 to perform the 36" Water Transmission Pipeline Emergency Repairs.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 23-054-WTR-001



CONTRACT 23-054-WTR-001
AGREEMENT WITH
IMCO GENERAL CONSTRUCTION INC

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and IMCO General Construction Inc, a private contractor at 2116 Buchanan Loop, Ferndale, WA 98248 (herein after referred to as "Contractor").

PROJECT

36" Water Transmission Pipeline Emergency Repairs

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to perform the 36" Water Transmission Pipeline Emergency Repairs. Work is detailed in Exhibit A, which is attached hereto and incorporated by reference.
2. **Contract Price:** The Contractor will perform the scope of work above on a time and materials basis not-to-exceed **Two Hundred Thousand Dollars (\$200,000.00)**. This includes all mobilization, demobilization, labor, materials, standard freight, 8.6% sales tax, and administrative overhead for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor shall complete the work by April 28, 2023.
5. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Mario Gonzalez, 360-428-1598.
6. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
7. **Contract Documents:** The attached General Provisions and Exhibit A are included in this Contract Agreement.

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

Owner:

City of Anacortes

Mayor

Date

Contractor:

IMCO General Construction Inc

Date

Date

Contractor License #



CONTRACT 23-054-WTR-001 EXHIBIT A

Scope of Work

The Contractor shall repair, disinfect, and inspect the failed section of the City's 36" water transmission line including:

Repair:

1. Repair separated pipe joint by welding from the inside of the pipe (using existing manway for access).
 - a. Pipe repair shall be a seal weld between the pipe bell and spigot. If necessary add a mild steel filler material.
2. Repair pipe lining with a NSF-61 certified non-metallic, non-shrink grout material.
 - a. Remove any weakened coating prior to trowel applying new coating.

Disinfection:

1. Sweep, or mop areas where work has occurred to remove any dirt, etc.
2. Swab work areas with a 200 mg/L Sodium Hypochlorite solution.
3. Pressurize line with chlorinated water and allow to sit prior to conducting inspection/testing below.

Inspection:

1. Given the position of this repair in the system and the age of isolation valves a conventional pressure test likely is not possible. Rather than conducting a standard pressure test physically observe the weld area for leakage.
2. Conduct a Bac-T testing in accordance with DOH requirements.
3. Upon receiving satisfactory Bac-T results it is acceptable to put the pipe back into service.

Follow up items:

1. With the repair completed grout the exterior of the pipe joint with the same material used for the internal lining.
2. Once grout has cured restore area to City's preferred condition as directed by the Project Manager (open excavation, or backfilled and topped with gravel/seeded).

1. WASHINGTON STATE PREVAILING WAGES: Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I) (*ONE (1) filed per contractor and each subcontractor per contract*). Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I (*ONE (1) filed per contractor and each subcontractor per contract*). L&I provides the wage forms. ***All costs associated with such fees shall be included in the Contract price as part of the fixed costs of overhead for this Contract, including any anticipated subcontractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount. The City will only pay for the actual cost charged by L&I for the filing of the intent and affidavit.***

For contracts in excess of \$10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of *Intent to Pay Prevailing Wages* approved by L&I and the address and phone number of the Industrial Statistician where complaints or inquiries may be made. The City will refer any dispute regarding the prevailing rate of wage to L&I for arbitration.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://secure.lni.wa.gov/wagelookup/>. The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 904 6th Street, Anacortes, WA. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

At least once a month Contractor must file weekly certified payroll reports online with the Washington Department of Labor and Industries as required by RCW 39.12.120.

2. Performance and Payment Bonds. The City is required by RCW 39.08.010, with limited exceptions, to obtain both a Performance and a Payment bond for each public works project. The City requires separate Performance and Payment bonds for 100% of the contract amount furnished on bond forms standardized by the City Attorney's office. The bonds must meet the following provisions:

- Be for the full amount of the project, including tax.
- Name City of Anacortes as the obligee.
- List the correct Project Name and Project Number.
- Be signed by both the surety (the Attorney in Fact) and the Contractor.
- Be issued by a surety authorized to do business in the State of Washington (listed on the Insurance Commissioners website) and which meets the AM Best Rating required in the Contract Documents. If no requirement exists, a minimum of AM Best Rating A-7 or better will be required.

Release of Bonds - Bonds will not be released until the project has been completed and finally accepted.

Performance Bonds – Performance Bonds will be released at the end of the warranty period or twelve months after the date of final acceptance, whichever is later. The City may at its option release the bond once all the conditions of RCW 39.08.010-1a have been discharged.

Payment Bonds – Payment Bonds will be released either 45 days after final acceptance of the project or upon receipt of releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries, whichever is later. Release is contingent on the fact that no claims against the bond have been filed prior to the 45 day mark. If claims have been filed against the bond, it will not be released until the claims have been resolved.

Exceptions – On projects \$150,000 and under, the Contractor can, in lieu of providing a performance and payment bond, request to have the City withhold 10% of monies earned on the project for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. This exception is dependent on pre-approval by the City Attorney, and the City reserves the right to reject requests to waive the bond requirements.

3. Retainage. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. The Contractor may elect to execute a Retainage Bond. The bond must be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State. Retainage will be released 45 days after Final Acceptance, provided that the following has occurred:

- a. All liens placed against the project have been released.
- b. For projects over \$35,000, releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries have been received.

Note: If the City has approved the Contractor's request to waive the bond requirements, the City will withhold a total of

10% of the monies earned for a period of 30 days after Final Acceptance of the completed work, or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Securities Department, and the Washington Department of Labor and Industries, and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Final Acceptance. Final Acceptance is defined as the date on which the City accepts the Work as complete, as indicated by notice issued by the City. For the purposes of the retainage statute (RCW 60.28.011), "completion of all contract work" is the same as the date of Final Acceptance. The following events must occur before the City will issue Final Acceptance:

- a. The physical Work on the project must be complete and accepted by the Project Manager; and
- b. The Contractor must submit to the City, and secure City approval of, all documentation required by the Contract and required by law, including but not limited to:
 - i. Invoices for all Work;
 - ii. Copies of the "Affidavit of Prevailing Wages Paid" as approved by L&I for the Contractor and all Subcontractors; and
 - iii. Any additional documentation required by the Contract.

5. Penalties for Noncompliance. If Contractor does not provide "Affidavit of Prevailing Wages Paid" to the City, the City may withhold any or all payments until required documentation is received. In addition, failure to provide "Intent to Pay Prevailing Wage" or "Affidavit of Wages Paid" may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

6. Subcontracts. The Contractor shall not subcontract the Scope of Work ("Work") unless the Project Manager approves in writing. If the Project Manager requests, the Contractor shall provide proof that the Subcontractor has the experience, ability, and equipment the Work requires. "Subcontractor" means an individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor. Each request to subcontract shall include the following information (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 subcontractor, (iv) proposed subcontract price, (v) identification of the percentage of work to be performed by subcontract. Approval of subcontract shall not:

- a. Relieve the Contractor of any responsibility to carry out the Contract,
- b. Relieve the Contractor of any obligations or liability under the Contract and the Contractor's bond,
- c. Create any contract between the City and the Subcontractor, or
- d. Convey to the Subcontractor any rights against the City.

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. Contractor remains fully responsible for obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services, and functions were performed by Contractor's employees, and for purposes of the Agreement such work will be deemed work performed by Contractor. The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City. If dissatisfied with any part of the subcontracted Work, the Project Manager may request in writing that the Subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the Subcontractor for any further Work under the Contract.

7. Job Safety & COVID-19 Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall comply with all Washington Dept. of Labor & Industries safety standards, as well as 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 and Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects.

8. Taxes. The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the 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.

9. Invoicing. All invoices shall at a minimum include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, **Agreement Number**, and Price. The Contractor must allow 30 calendar days from receipt of the invoice for payment. **If requested by the City the Contractor shall provide a cost breakdown of charges.** 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. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor 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.

10. Withholding Payment. In the event the City determines that the Contractor 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 Contractor 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 Contractor to terminate or damages, provided that the City promptly gives notice in writing to the Contractor 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 Contractor 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 Contractor 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 Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the City under this clause.

11. Final Payment: Waiver of Claim. The contractor's acceptance of final payment (excluding withheld retainage) shall constitute a waiver of claims, except those previously and properly made and identified by the contractor as unsettled at the time request for final payment is made.

12. Inspection.

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

B. Project Manager's Authority: The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the City Attorney whose decision shall be final. The Contract shall be carried out under the general control of the representative of the City administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Contractor of their obligations or responsibilities under the Contract.

13. New and Unused. All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production and shall meet any current applicable regulations and/or codes. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

14. Warranty. The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work, including any necessary labor and materials. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving City's written notice of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. For one year after acceptance of any corrections by the City the Contractor shall be responsible for correcting all defects in workmanship and materials in the corrected work. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or impact any other legal rights or remedies of the City.

15. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

16. Insurance.

A. Insurance Term: The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

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

C. Minimum Scope of Insurance: The Contractor's required insurance shall be of the types and coverage as stated 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 as 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 Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Contractor'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.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance: The Contractor 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, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Contractor Limits: If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision: The Contractor'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 Contractor'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: The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance: The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. Notice of Cancellation: The Contractor 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.

K. Failure to Maintain Insurance: Failure on the part of the Contractor 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 Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

17. Acceptance. Contractor 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 Contractor. These

General Provisions supersede all conflicting or additional terms pre-printed on any purchase order, quote, invoice, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

18. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 in Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

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

21. 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.

22. The City's Right to Terminate Agreement.

A. Termination for Default: If the Contractor 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 Contractor 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 Contractor shall not be entitled to receive any further payments under the Agreement until the Scope of Services under this Agreement 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 Contractor. The Contractor 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 Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

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 Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment 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.

23. Changes/Additional Work. The City may engage Contractor to perform services in addition to those listed in this Agreement, and Contractor 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 Contractor 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.

24. 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.

25. Covenant Against Contingent Fees. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor 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 Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor 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 Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

C. **Detailed Claim:** The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Contractor 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 Contractor arising out of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Contractor 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; pandemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. Failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

28. 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.

29. Compliance with Laws. The Contractor 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. Contractor will follow all applicable laws and requirements for excavation and disposal of material.

30. 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.

31. Survival of Contract Termination. The provisions of the following paragraphs, the provisions of the non collusion affidavit, and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Indemnification / Hold Harmless; Disputes.

32. 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

CONTRACTOR:

IMCO General Construction
Mitchell Sorestad
2116 Buchanan Loop
Ferndale, WA 98248

APPENDIX A

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

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

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



City Council Agenda Bill

Meeting Date: February 6, **Agenda Item:** 6.f.
2023

Agenda Item Title: Contract Award: Water Treatment Plant Sinkhole Monitoring #21-258-FIN-001

Staff Contact(s): TIM HOHMANN, Henry Hash

Approved for Submittal to Council by **Action Type**
TIFFANY MATSON Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$54,000.00 to Dalton, Olmsted & Fuglevand, Inc. to perform the Water Treatment Plant Sinkhole Monitoring to determine if the existing repairs are sufficient or if additional work is needed.

Background:

1. **History:** During the Skagit River flooding event in November of 2021 a sink hole appeared inside the ring dike at the Water Treatment Plant. At that time the sink hole was filled with gravel. The sink hole should be monitored to determine the stability of the repair. This event occurred during a FEMA eligible disaster event and is reimbursable at 95%.
2. **Key Terms:**
 - Contract is on a time-and-materials basis not-to-exceed \$54,000.00.
 - The period of performance under this Agreement is through December 31, 2023.
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.

Budget Impact:

Contractor	Dalton, Olmsted & Fuglevand, Inc.
Contract Amount	\$54,000.00

Earmarked Funds	\$54,000.00
BARS #	401.730.534.10.48
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/23

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 21-258-FIN-001 with Dalton, Olmsted & Fuglevand, Inc. in the amount of \$54,000.00 to perform the Water Treatment Plant Sinkhole Monitoring.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 21-258-FIN-001



AGREEMENT 21-258-FIN-001
Between
THE CITY OF ANACORTES
AND
DALTON, OLMSTED & FUGLEVAND, INC.

WATER TREATMENT PLANT SINKHOLE MONITORING

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Dalton, Olmsted & Fuglevand, Inc., hereinafter referred to as the "Consultant"; alleged

WHEREAS, the City requires the 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 shall provide professional services for the Water Treatment Plant Sinkhole Monitoring as detailed in Exhibit A, which is hereby incorporated by reference and made a part hereof. Work shall be performed as directed by the City's Project Manager, Tim Hohmann.

2. **Price and Payment Terms**. The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Fifty-Four Thousand Dollars (\$54,000.00)**. The billable rates for services provided shall be in accordance with Rate Schedule detailed in Exhibit A.

3. **Period of Performance**. The period of performance under this Agreement is from inception through December 31, 2023.

4. **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.

5. **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.

6. **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 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 **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 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.

7. **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.

8. **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.

9. **Ownership and Use of Documents.** All final documents 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.

10. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against City due to patent or copyright infringement by Consultant arising out of the performance of this Contract Consultant shall hold City harmless from any and all reasonable expenses, court costs, and attorney's fees to the extent due to Consultant's patent or copyright infringement.

11. **Defense and Indemnity Agreement.** Consultant shall indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, to the extent caused by the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, 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.

12. **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: 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 as 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 \$1,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 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: 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.

13. **Registered or Licensed.** 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.

14. **Inspection.** The Project Manager shall have power to reject instruments of services which fail to reasonably 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, 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. Nothing herein contained shall be taken to relieve the Consultant of their obligations or responsibilities under the Agreement. However, the Consultant shall be responsible for its own methods and conduct during the period of performance.

15. **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 professional skill and efforts to perform the Work in a professional manner consistent with sound engineering practices, in accordance with the usually and customary professional care required for

services of the type described in the Scope of Work herein provided at the same time and in the same locale. The City's remedy for a failure to meet the above Standard of Care 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

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

17. **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 sub Consultants during the performance of this Agreement.

18. **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.

19. **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.

20. **Right to Terminate Agreement.**

A. Termination for Default: If the Consultant defaults by failing to perform any of the material 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, provided the Consultant has first been given a reasonable opportunity to cure the 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 reasonable expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained 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.

21. **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.

22. **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.

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

24. **Covenant Against Contingent Fees**. The Consultant warrants that they have 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 they have 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.

25. **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.

26. **Force Majeure**. Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; pandemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. Failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City.

27. **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.

28. **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.

29. **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.

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. **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

CONSULTANT:

Dalton, Olmsted & Fuglevand, Inc.
Rob Webb
1001 SW Klickitat Way, Suite 200B
Seattle, WA 98134

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

CITY OF ANACORTES

DALTON, OLMSTED & FUGLEVAND, INC.

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____



November 20, 2022

Tim Hohmann
City of Anacortes
Anacortes, Washington 98221

Via email: timh@cityofanacortes.org

Re: Proposal for Technical Support, Raw Water Intake Line Sinkhole Investigation
June 2022 – June 2023
City of Anacortes Water Treatment Plant

Tim,

This is our proposal to provide support services related to the observed sink holes that have developed along the raw water intake waterline at the City of Anacortes water treatment plant on the Skagit River in Mount Vernon, Washington. This proposal is based on our conversations with you, a site visit in June 2022, and our review of project plans.

This proposal covers the period June 2022 thru June 2023, coinciding with the end of the expected 2022/2023 seasonal rains.

OBJECTIVE

Provide ongoing investigation support related to the sinkholes which formed during fall/winter of 2021 to understand if a hydraulic connection is present between the sinkholes and the Skagit River.

BACKGROUND

The City of Anacortes installed a new 42-inch raw water intake line to their Water Treatment Plant in Mount Vernon, Washington in 2020/2021. During the November 2021 near-historic rains in the area, a sinkhole appeared on water treatment plant property above the installed water line, when the Skagit River crested at 36.79-feet NGVD 29 (flood stage: 28-feet NGVD 29) on November 16, 2021. This elevation corresponds to just below the elevation of the top of the levee adjacent to the Water Treatment Plant. DOF understands the sinkhole reached a maximum depth of approximately 3-feet, with a diameter of approximately 10-feet before water level in the Skagit River receded. The sinkhole was reported to have standing water in the base.

CONSULTANT SERVICES

The following major tasks are identified for the work to assist the City in understanding current conditions.

Task 1 – Initial Site Visit, Plan Review, Recommendations Memo

Previously completed task.

Trevor Louviere of Dalton, Olmsted & Fuglevand, Inc. (DOF) performed an initial site visit to observe the sinkhole and area surrounding the sinkhole on June 10, 2022. Tim Hohmann of the City of Anacortes identified one additional location where asphalt repair was necessary due to subsidence. Following site observations, engineering drawings were reviewed to understand the raw water line design and how installation may have contributed to the formation of the sinkhole. A memorandum was prepared to document the observations and plan review, and to provide a path forward for additional investigation of the sinkholes.

Budget: \$4,300

Task 2 – Survey Coordination, Settlement Plate Installation, Piezometer Installation

This task includes efforts related to:

1. Coordination of a contractor to install three settlement monitoring locations including (1) in the since-filled sinkhole, (2) the asphalt repaired subsidence location, and (3) a baseline marker outside the area of influence of the two settlement locations.
2. Coordination of a professional surveyor to perform monthly measurements of settlement plates throughout the wet season (through June 2023) to determine if additional settlement is occurring. DOF assumes the City of Anacortes will perform surveying with surveyors on staff.
3. Coordinate and observe installation of two piezometers (1) immediately adjacent to the sinkhole and (2) approximately 50-feet from the alignment of the raw water line to assess if a preferential pathway is present due to the installation of the raw water line.
4. Installation of data logging transducers in each piezometer to continuously monitor groundwater elevations between the installation and June 2023. This data will help in the assessment in determining if the raw water line is acting as a preferential pathway.

Budget: \$35,700

Task 3 – Groundwater Elevation Monitoring, Survey Review, Flood Event Site Visits, and Preparation of a Data Memorandum

This task will include effort related to compilation and interpretation of the data collected under Task 2. The following scope is assumed:

1. Monthly site visits to collect manual measurements of water levels in both piezometers and download the data from the transducers.
2. Review survey data on a monthly basis from the survey crew to determine if settlement is actively occurring throughout the monitoring period.
3. Perform two additional site visits during flood stage events in the Skagit River to observe the sinkhole and measure groundwater elevations to help understand how hydraulic pressures in the subsurface vary with high river levels.
4. Prepare a memorandum following the data collection period to summarize the data collected, provide a summary of hydraulic conditions, and recommendations for additional investigation, if applicable.

Budget: \$14,000

Total Proposed Budget (Tasks 1, 2 & 3): \$54,000

SCHEDULE

DOF is available to implement the scope under Tasks 2 and 3 following execution of a contract for the work. Since the seasonal rains have already arrived, DOF will work to expedite the field portion of the scope to provide the largest data set between the date of this proposal and the end of June 2023.

Our charges will be on a time and materials basis in accordance with attached rate schedule.

Should it become apparent that we will expend the existing budget based on City requests, or that project requirements have changed we will notify you and request review and consideration of approval for added costs.

Terms and Conditions

This proposal has been prepared with the understanding that the terms under which we would perform our services would be those in our existing agreement with the City of Anacortes, Agreement 20-032-SEW-001, and executed 4/16/2020, Period of Performance thru December 31, 2023. Any modification to those terms would first need to be mutually agreed to in writing.

Please call should you wish to discuss the scope of work, estimated budget or if you have any questions.

Sincerely,
Dalton, Olmsted & Fuglevand, Inc.



Rob Webb, President

Attachments:

- Rate Schedule
- Cost Estimate

RATE SCHEDULE - Dalton, Olmsted & Fuglevand, Inc.

LABOR

Category	Hourly 2022	Hourly 2023
Sr. Consultant 3	\$260.00	\$275.00
Sr. Consultant 2	\$230.00	\$245.00
Sr. Consultant 1	\$215.00	\$230.00
Consultant 3	\$190.00	\$205.00
Consultant 2	\$180.00	\$193.00
Consultant 1	\$175.00	\$188.00
Project 3	\$165.00	\$177.00
Project 2	\$160.00	\$172.00
Project 1	\$150.00	\$162.00
Staff 3	\$140.00	\$154.00
Staff 2	\$135.00	\$143.00
Staff 1	\$125.00	\$133.00
Over-Water Premium	\$10.00	8%

Hourly rate for the identified individual staff members will apply while the staff person is working in the designated Category. Staff promoted to a new Category will be billed out at the rate associated with the new Category. New staff will be billed at the stated rate for their assigned Category. Rates are adjusted each January 1.

EXPENSES

Category	Description	Rate
1. DOF Equipment		Attached
2. Pre-approved Travel and Out-of-Pocket Expenses	a. Mileage Per Current IRS b. Parking, lodging, meals c. Out-of-Pocket expenses d. Airfare, Vehicle Rental, and other travel	a. 2022=\$0.625 2023 TBD b. Cost plus 8% c. Cost plus 8% d. Cost plus 8%
3. Specific Services	a. Analytical Laboratory b. Subconsultants c. Material Purchases	a. Cost plus 8% b. Cost plus 8% c. Cost plus 8%

DOF EQUIPMENT RATE SCHEDULE

DESCRIPTION	RATE
DOF Pickup Truck - day	\$125.00
Field Computer - day	\$35.00
Field Meter, QRAEII CGI - day	\$80.00
Field Meter, MiniRAE PID - day	\$95.00
Field Meter, Magnehelic Gauges - day	\$10.00
Field Meter, Metal detector - day	\$30.00
Field Meter, Dissolved O2 (200 foot) - day	\$100.00
Field Meter, O/W Interface Probe - day	\$75.00
Field Meter, Turbidity - day	\$40.00
Field Test, alkalinity - ea	\$10.00
Field Test, ferrous iron -ea	\$10.00
Generator - day	\$60.00
GPS, Trimble GeoXH System - day	\$195.00
Padlocks - ea	\$10.00
PPE, Basic Consumables - person per day	\$10.00
PPE, Disposable Tyvek Suits - ea.	\$7.00
Remote access video camera - day	\$25.00
Sediment Sampler, Core Tubes -ea	job quote
Sediment Sampler, Hand Core - day	\$100.00
Sediment Sampler, Petite Ponar	\$25.00
Strap-on Flow Meter w/ Pressure Transducer	\$100.00
Well Sampling, Bailers, Disposable - ea.	\$10.00
Well Sampling, Basic Equipment - day	\$30.00
Well Sampling, Grunfos Pumpw/ line - day	\$295.00
Well Sampling, Metals Filter & Fittings - ea.	\$20.00
Well Sampling, Peristaltic Pump - day	\$50.00
Well Sampling, Purging pump, 12V - day	\$50.00
WQM, YSI 556 Conductivity/pH/O2 Meters - day	\$100.00
WQM, YSI 650/6000 Water Quality Meter -day	\$150.00

(1) Rates are portal to portal

(2) Rates do not include consumables, which will be invoiced separately

TABLE 1
RAW WATER LINE MONITORING COST ESTIMATE
City of Anacortes Water Treatment Facility
Mount Vernon, Washington

Task Name		Task 1		Task 2		Task 3		
		Initial Site Visit, Plan Review, Recommendations Memo		Survey Coordination, Settlement Plate Installation, Piezometer Installation		Groundwater Elevation Monitoring, Survey Review, Flood Event Site Visits (2), Summary Data Memorandum		
Consultant Costs	Rate	Unit	Cost	Unit	Cost	Unit	Cost	
Matt Dalton	\$ 265	3	\$ 795	2	\$ 530	8	\$ 2,120	
Rob Webb	\$ 235	7	\$ 1,645	12	\$ 2,820	12	\$ 2,820	
Dave Cooper	\$ 195		\$ -	4	\$ 780		\$ -	
Trevor Louviere	\$ 169	10	\$ 1,690	32	\$ 5,408	36	\$ 6,084	
Anthony Cerruti	\$ 154		\$ -	16	\$ 2,464		\$ -	
Noah Weiss	\$ 128		\$ -		\$ -	6	\$ 768	
Kelley Begley (CAD)	\$ 128		\$ -		\$ -	16	\$ 2,048	
Total Labor			\$ 4,130		\$ 12,002		\$ 13,840	
Reimbursable Expense:								
Field supplies/misc/milage	\$ 200	1	\$ 200	2	\$ 400	2	\$ 400	
Total Reimbursable Expense +	8%		\$ 216		\$ 432		\$ 432	
Budget Totals			\$ 4,300		\$ 12,434		\$ 14,272	\$ 31,000
Outside Costs								
Piezometer Installation	\$ 10,000		\$ -	1	\$ 10,000		\$ -	
In-Situ Transducers (2)	\$ 3,000		\$ -	1	\$ 3,000		\$ -	
Settlement Plate Installation	\$ 10,000		\$ -	1	\$ 10,000		\$ -	
			\$ -		\$ -		\$ -	
Total Outside Costs			\$ -		\$ 23,000		\$ -	\$ 23,000
Budget Total								\$ 54,000

1. Assumes survey work is performed by City of Anacortes

APPENDIX A

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

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

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



City Council Agenda Bill

Meeting Date: February 6, **Agenda Item:** 6.g.
2023

Agenda Item Title: Contract Award: Wastewater Treatment Plant Outfall Replacement - Nearshore Credits #20-032-SEW-012

Staff Contact(s): Henry Hash, TIM HOHMANN

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Contract Award
TIFFANY MATSON	

Item Summary: City staff seek City Council consent to award a contract in the amount of \$103,003.00 to Puget Sound Partnership for the purchase of Conservation Credits from the Puget Sound Partnership for Endangered Species Act (ESA) consultations with National Oceanic and Atmospheric Administration (NOAA). The credits were calculated using NOAA's nearshore calculator. This agreement is the final step in completing the NOAA Section 7 ESA consultation.

Background:

1. **History:** The City is proceeding ahead with the design and construction of a new wastewater treatment plant outfall and improvements to replace ageing infrastructure. The new outfall pipe will also increase discharge of treated sewage to the new outfall.
2. **Key Terms:**
 - 73 credits to be purchased for \$1,411.00 ea, for a total price of \$103,003.00.
 - Expiration date: 1/26/2024
3. **Competitive Bidding:** This work is considered a service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign

contract 20-032-SEW-012 with Puget Sound Partnership in the amount of \$103,003.00 for the purchase of Wastewater Treatment Plant Outfall Replacement - Nearshore Credits.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 20-032-SEW-012

Conservation Credit Purchase Form

Partnership Nearshore Credits: A NOAA-approved conservation credit provider

This form facilitates the process for federal permittees to purchase conservation credits from Puget Sound Partnership (Partnership) to offset Endangered Species Act (ESA) impacts resulting from the maintenance, replacement, expansion, or new construction of structures in the Puget Sound nearshore.

What type of “credits” does the Partnership provide?

Puget Sound Partnership provides conservation credits for obligations under Endangered Species Act (ESA) consultations. If other federal, local, or state agencies also require mitigation, and that mitigation was not already included in the conservation calculator, it is the applicant’s responsibility to clarify with those agencies whether the conservation credits provided by Puget Sound Partnership would meet those obligations. For example, Partnership Nearshore Credits may not be used to satisfy compensatory mitigation obligations under Section 404 of the Clean Water Act.

Conservation Credit Purchase Process

The overall process to purchase conservation credits from Partnership (and the way this form facilitates that process) is illustrated in the figure below.

ATTENTION:

Federal permit applicants must work with the National Oceanic and Atmospheric Administration’s National Marine Fisheries Service (NMFS) – first to avoid and minimize impacts on site, and then to finalize the number of conservation offsets needed for unavoidable impacts – before attempting to purchase nearshore conservation credits from the Partnership. NMFS must finalize all conservation calculators prior to any credit purchase agreement.



S1 = Section 1 S2 = Section 2 S3 = Section 3

Form Instructions

- Each section of this form is used by a single entity during each step in the credit purchase process, and the responsible entity is named and in bold text at the beginning of each section.
- When populating a section, all boxes must be populated.

Section II: Conservation Credit Pre-Sale Agreement

The credit pre-sale terms outlined in this section are completed by the **Partnership** to provide the permittee a formal offer to sell conservation credits to the permittee according to the terms and conditions below pending receipt of the credit purchase price from the permittee. If the permittee agrees to purchase conservation credits from Partnership on the terms and conditions below, the **permittee** signs and returns this section to the Partnership for the **Partnership** to countersign. The permittee must include a copy of completed Sections I and II of this form with payment to purchase credits.

CREDIT PRE-SALE TERMS

Buyer Organization Name: City of Anacortes Public Works
Buyer Mailing Address: 904 6th St., PO Box 547 City: Anacortes Zip: 98221
Buyer Permit Project Name: Anacortes Wastewater Treatment Plant Outfall Replacement Permit Project Number: NWS-2021-320
Number of Partnership Credits to be Purchased: 73 Per Credit Purchase Price: \$1,411.00
Total Purchase Price: \$103,003.00 Pre-Sale Expiration Date: 1/26/2024

Successors and Assigns

This agreement shall inure to the benefit of and be binding upon the successors and assigns of the buyer and the Partnership.

Applicable Law

This agreement shall be construed and enforced in accordance with the laws of the State of Washington.

Notices

Any notice or demand permitted or required by this agreement shall be made in writing and delivered to the Buyer Mailing Address listed above or the Partnership's address listed under the Partnership Commitment to Sale Credits below with conformation of transmission. Any such notice or demand shall be effective and deemed received on the date delivered, as indicated on receipt confirmation.

Entire Agreement

This agreement contains the entire understanding between the buyer and the Partnership. This agreement shall not be binding upon the buyer and Partnership until executed by an authorized agent of the buyer and Partnership, and an executed copy of this agreement has been delivered to the buyer and Partnership.

Amendments and Waivers

This agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the buyer and the Partnership.

Credit Pre-Sale Terms

The buyer listed above agrees to purchase the Number of Credits to Purchase listed above according to the credit pre-sale terms listed above and prior to the Pre-Sale Expiration Date listed above if the buyer's permit is approved by NOAA Fisheries. The buyer agrees that this conservation credit pre-sale agreement is terminated if the buyer fails to deliver the Purchase Price above on or before the Pre-sale Expiration Date listed above, and upon which neither the buyer or Partnership shall have no further rights or obligations hereunder.

Name of Authorized Agent: _____

Authorized Agent Signature: _____ Date: _____

Payment Instructions
Checks should be made payable to:
Recreation and Conservation Office

and sent to:
Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917

Partnership Commitment To Sell Credits

Puget Sound Partnership, whose mailing address is PO Box WT-41, Olympia, WA 98504-7000, agrees to sell the Number of Credits to Purchase listed above according to the credit pre-sale terms listed above and receipt of the Purchase Price listed above prior to the Pre-Sale Expiration Date listed above. Partnership agrees that it will comply with all terms and conditions set forth in the Partnership's memorandum of understanding with NOAA Fisheries and USFWS to generate the Number of Credits to Purchase listed above. Upon receipt of payment, of the Purchase Price listed above, Partnership shall provide the buyer within 30 days thereafter documentation as required by the Services to effectuate the purchase of credits. The Partnership agrees to reduce the Number of Credits to Purchase listed above and the Purchased Price pro rata if the regulatory agency requirement is decreased at no penalty to the buyer. If the Number of Credits to Purchase listed above is reduced, the Partnership will provide an addendum to this agreement at the request of the buyer.

Name of Authorized Agent: _____

Authorized Agent Signature: _____ Date: _____

Link to Section I
(Internal Agency Use Only)

Link to Section III
(Internal Agency Use Only)



City Council Agenda Bill

Meeting Date: February 6, **Agenda Item:** 7.a.
2023

Agenda Item Title: CDBG 2023-2027 Consolidated Plan

Staff Contact(s): DON MEASAMER, Joann Stewart

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Joann Stewart	Public Hearing
DON MEASAMER	

Item Summary: The Consolidated Plan is the planning and application requirement for the City's Community Development Block Grant (CDBG). The Consolidated Plan includes a five-year Strategic Plan and a one-year Action Plan that describes how CDBG funding will be used to carry out the City's Strategic Plan to meet housing and community development needs. The Citizen Participation Plan describes how the City will provide for active participation by all citizens who are affected by the CDBG-funded activities. Discussion includes a description of the planning process, anticipated funding, programs covered, and solicitation of public comment on needs and priorities.

Budget Impact:

Approximately \$115,000 which is reimbursed by the United States Department of Housing and Urban Development

Previous Action: None

Recommended Motion: Decision and motion at the next meeting on February 27.

Alternative Actions:

Attachments (listed in order presented):

1. Council Memo Opening Public Hearing
2. Con Plan



MEMO

DATE: February 6, 2023

TO: Mayor and City Council

FROM: Joann Stewart
Planning, Community, & Economic Development

SUBJECT: 2023 CDBG Action Plan & 2023-2027 Con Plan/Strategic Plan

ACTION: Review Community Needs and Action Plan & Obtain Citizen Input on Development of Strategic and Action Plan

Briefing

The Consolidated Plan comprises the planning and application requirements for the City's Community Development Block Grant (CDBG), a program administered by the U.S. Department of Housing and Urban Development (HUD). The City Planning Department is undertaking the planning process for submission of its 5 year Con Plan/Strategic Plan and 1 year Action Plan, components of the Consolidated Plan. The Action Plan outlines the projects that will be funded during the program year.

The City of Anacortes is currently on a 5 year plan which ended June 30, 2023. The City joined the Home Consortium which is a tri-county partnership with Skagit (the lead), Whatcom and Island Counties. The Home Consortium is a HUD funded program which the City is a part of through the CDBG.

In developing the yearly Action Plan (and the 5 year Strategic Plan), a public comment period is open for 30 consecutive days. This year, the comment period began January 23 and will close on February 21, 2023.

The City holds 2 public hearings during this process to review the Draft Plans which provides a description of the planning process, anticipated funding, and solicit public comment on the needs and priorities of the community. The second hearing includes consideration of any further comments, consideration of the project applications for funding, and will approve the Plans for submission to HUD. Any comments made during the meetings or submitted directly to city staff during the comment period will be included in the final Action Plan.

The 2 public hearings before the City Council for this year's application are February 6 and February 27.

Congress determines the allocations and until those allocations are made, HUD recommends entitlements (entitlements include cities, counties and states) not make commitments based on funding expectations. As soon as the appropriations are made by Congress and HUD issues the allocations to the entitlements, the City will update the Action Plan to indicate the allocations. These will be based on a maximum 15% of the total funding for public services with the remaining amount used for capital projects. We have received 2 requests to date and are listed below.

The draft Plans are available on the City's website at: <https://www.anacorteswa.gov/174/CDBG-Plans-Reports>

Copies of the Plans may be requested from Joann Stewart, Program Coordinator, at joanns@cityofanacortes.org.

Because we have not received the allocation amounts, our funding expectations are based on last year's appropriation which was approximately \$105,000. If there is left over funding from previous years and if project costs for capital projects necessitate additional funding, we will utilize that funding. The allocations are distributed as follows:

2023 PROPOSED PROJECTS

Projects	Amount Requested	Amount Granted
Public Services – Anacortes Family Center Public Services Support	Maximum 15% of Grant	\$TBD
Capital Projects – Anacortes Housing Authority Reroof Project – 508 6 th Street	Remaining funding after Public Services 15% and Administration Costs 20%	\$100,000 approx, using 2023 funding and left over funding if available
TOTAL		\$

The public is invited to review and comment in writing on the draft Plans. Written comments may be submitted to joanns@cityofanacortes.org. The City considers the views of all citizens, public agencies, and other interested parties in preparing the final Strategic and Action Plans. A summary of the comments received will be included in the Action Plan along with explanations as to why any projects were not included in the development of the Plan.

Recommendation

Review the draft Plans, receive any public input on the development of the Plans.

Attachments.

Draft Con Plan/Strategic Plan & Action Plan



CITY OF ANACORTES DRAFT CDBG 2023-2027 STRATEGIC PLAN & 2023 ACTION PLAN

Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Consolidated Plan, the Strategic Plan and the annual Action Plan allow grantees to fund activities and organizations in the coming year(s). The Consolidated Plan is a plan of 3 to 5 years in length and describes community needs, resources, priorities and proposed activities to be undertaken under certain U.S. Department of Housing and Urban Development (HUD) programs such as the Community Development Block Grant (CDBG) and the HOME Investment Partnership (HOME). The Consolidated Plan consists of 5 main components: A description of the lead agency or entity responsible for overseeing the development of the Con Plan and a description of the process undertaken to develop the plan; a housing and homeless needs assessment; a housing market analysis; a Strategic Plan (3 to 5 years in length); and a 1 year Action Plan.

In 2015, the city became a member of the HOME Consortium consisting of Skagit, Whatcom & Island Counties, and includes existing entitlement cities such as Anacortes and Mount Vernon that receives CDBG. Skagit County is the lead in this Consortium and because of that, prepares the first 3 components of the Comprehensive Plan. The other entitlements prepare their own Strategic Plans and 1 year Action Plans to address the needs within their communities. The city is now developing its 2023-2027 Strategic Plan and 2023 Action Plan in conjunction with the overall Consolidated Plan being prepared by Skagit County.

A strategic plan sets forth program goals, specific objectives, annual goals, and benchmarks for measuring progress. This helps local governments and citizens keep track of results and learn what works. These Plans will provide the U.S. Department of Housing and Urban Development (HUD) with information on the intended uses of funds from the Community Development Block Grant (CDBG) program. The 2023 Action Plan will further the goals of the Strategic Plan and is the spending plan for the CDBG funds.

The city allocates the annual funding primarily to public and non-profit entities for projects consistent with HUD's CDBG goals and requirements. The CDBG program requires that each activity funded except for program administration and planning activities meet one of the three national objectives which are:

- Benefit to low- and moderate-income (LMI) persons;
- Aid in the prevention or elimination of slums or blight; and
- Meet a need having a particular urgency (referred to as urgent need)

The primary objective is the development of viable urban communities by providing decent housing, creating suitable living environments, and expanding economic opportunities. Based on these objectives, the City developed the following goals:

- Increase and preserve affordable housing for both renters and homeowners
- Provide supportive services to help individuals from becoming homeless
- Support efforts to reduce poverty
- Support efforts to connect low income individuals and families with accessible services
- Support efforts to expand economic opportunities for low income citizens.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The goals of this plan include increasing and preserving the existing supply of affordable rental housing, funding supportive services to help individuals and families from becoming homeless and supporting efforts to reduce poverty, supporting efforts to connect low income individuals and families with accessible services and support efforts to expand economic opportunities for low income citizens.

The outcomes of these objectives will create a viable community of a diverse population where all can live and work in safe, suitable environments.

3. Evaluation of past performance

See past performance below:

- 2018-2021 - Public Services - homelessness/assist special needs populations - create suitable living environs, reducing poverty – 90 day shelter for families and single women along with supportive services for housing location, job search assist, healthy living training – approximately 726 individuals served during this 4 year period (2022 report is not yet available) – CDBG funding (4 years) - \$58,446.86, benefit for low to moderately low income individuals/families
- 2018 - Preservation – Housing Authority - create suitable living environments/preservation of rental housing – low income rental units rehabilitated - 2 households, 7 individuals total - \$65,000, benefit for low to moderately low income individuals/families
- 2019 Preservation – create suitable living environments/preservation of rental housing – essential appliances provided to 20 unit low income apartment complex -\$41,859, benefit for low to moderately low income individuals/families
- 2019 Removal of Architectural Barriers - create suitable living environments – sidewalk ramp replacements in key locations to provide access to services and entertainment for mobility impaired individuals within our community - \$45,222 replaced 6 ramps and improved intersections along O Avenue.
- 2019 Salvation Army Refrigeration Unit for Food Bank – homelessness/assist low income residents – installation of new refrigeration unit for Salvation Army Food Bank. Existing unit was no longer functioning. Very timely project in that the Covid pandemic hit at the same time and many within the community were suddenly without income and food was scarce. Served approximately 1988 individuals during first year - \$59,971.79 CDBG funds

- 2019/2020 CDBG-CV – Small Business Stabilization Grants – prepare, respond and prevent the spread of Covid – the city created a grant program to help 15 local small businesses retain approximately 75 employees and remain in business during the shutdown caused by the pandemic. \$68,183 in CV funding and utilized another \$100,000 in annual funding to fund this project.
- 2019/2020 CDBG-CV - Community Action Food Bank provides food and supplies to local food banks. The City provided \$8,183 to assist in distribution of food supplies to the Anacortes food banks. It was estimated that this helped increase food supplies to the local food banks by more than 10%.
- 2021 – Preservation – awarded approximately \$100,000 to the Housing Authority for a full roof replacement and the Harbor House 50 unit low income, disabled seniors apartment complex. This project provided suitable living conditions for the residents and helped retain low income housing stock within the community.
- 2022- Benefit to Low to Moderately Low Income Individuals – the City awarded the Anacortes Family Center \$85,444 to develop the early learning childhood center at The Landing, a 21 low income housing complex. The Early Learning facility is expected to serve approximately 50 children each year at minimal costs to the families living in the complex and other families in need this type of service.

In reviewing activities accomplished with its federal funding for the past 5 years, the City of Anacortes advanced its goals of improving conditions, creating better housing resources and opportunities, and assisting human service organizations in providing effective support services to priority low-income and homeless populations. The projects were selected based on consultation with local agencies and in response to the area's countywide Continuum of Care Plans.

4. Summary of citizen participation process and consultation process

In development of the Consolidated Plan/Strategic Plan and Action Plan, the City of Anacortes advertised 2 public hearings, February 6, 2023 and February 27, 2023. The public comment period was open from January 23, 2023 through February 21, 2023. The notices for the public comment period and public hearings were advertised in the Anacortes American. The notice for the 30 day comment period and meetings was published on January 4, 2023 and February 8, 2023. The funding award is expected to be announced by the first of February. The plan will be updated to reflect the actual amounts for each activity for 2023. The recommendations for funding this year's activities are based on previous years' funding and are estimates.

In addition to the hearings, the City also consulted with local housing and human service providers to obtain input on the Action Plan.

5. Summary of public comments

In the development of this plan, City staff participated in meetings with various organizations such as the Housing Affordability & Community Services Committee, the City Council Planning Committee, the Anacortes Community Health Council and the 2022/2023 Housing Action Plan. Overwhelmingly, the input emphasized the need for affordable housing and living wage jobs.

6. Summary of comments or views not accepted and the reasons for not accepting them

The City accepted all comments and input in the development of this Plan. The City provided public notice for every meeting, provided copies of the draft Con Plan/Action Plan on the City website and at City Hall, included links in all notices to the draft on the city website for public viewing. All comments received were provided during the public hearings and are included in this document.

INCLUDE ANY COMMENTS OR VIEW NOT ACCEPTED HERE

No additional comments were submitted outside of the public hearings.

7. Summary

The overall goal of the community planning and development programs available from the City of Anacortes with CDBG funding is to assist in the development of affordable housing for low and moderate income households, reduce poverty in Anacortes, assist in creating better living conditions for low income households and provide funding to assist human service agencies serving low-income populations. A review of the projects and activities implemented in past years demonstrate that the City has made progress in fulfilling its goals. The City intends to continue to work closely with HUD staff to improve performance in timely implementation of identified community development strategies and CDBG administrative activities. The City did not hinder Consolidated Plan implementation by action or willful inaction.

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	ANACORTES	Planning, Community & Economic Development

Table 1– Responsible Agencies

Narrative

The Skagit County HOME Consortium is comprised of three counties – Skagit, Island, and Whatcom that contain 20 municipalities. The Consortium has been structured so that all three counties and 19 of the 20 municipalities within these counties are members. Skagit County has been designated as the lead entity and administrator for the Consortium.

The cities of Anacortes and Mount Vernon in Skagit County are participating CDBG entitlement jurisdictions that administer their own CDBG programs. The planning, development, and implementation of the CDBG program in Anacortes has been designated to the Planning, Community & Economic Development Department by the Mayor of Anacortes.

Consolidated Plan Public Contact Information

Consolidated Plan Public Contact Information

HOME Consortium Contact Information:

George Kosovich, Public Health Analyst
Manager, Community Services Division
Skagit County Dept. of Public Health & Community Services
700 S. Second Street, Room 301
Mount Vernon, WA 98273
360-416-1547
georgek@co.skagit.wa.us

CDBG City of Anacortes contact:

Joann Stewart
Program Coordinator
Planning, Community & Economic Development
904 6th Street, P.O. Box 547
Anacortes, WA 98221
360-293-1907; joanns@cityofanacortes.org

PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City performed an extensive outreach program to consult and coordinate with non-profit agencies, affordable housing providers, government agencies and other entities.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City held 2 public hearings to obtain input from all citizens of the community. The first public hearing was held on February 6, 2023. This meeting opened the planning process for the development of the 2023/2027 Strategic Plan and the 2023 Action. The next meeting was held on February 27, 2023.

The City made inquiries to various organizations and individuals to obtain current information on pressing needs within the communities. In addition, City staff worked with various entities such as the Anacortes Community Health Council (comprised of representatives of churches, private organizations, social service agencies, city departments and community groups who provide support for Anacortes citizens), Skagit County Health Department, Community Action of Skagit County. Input was received from the Anacortes Housing Authority, the Anacortes Community Health Council, the Anacortes Family Center, and the Housing Affordability & Community Services Committee (HACS), as well as information provided during the development of the 2023 Housing Action Plan.

The Anacortes Community Health Council member agencies include:

- Anacortes Adventist Fellowship
- Anacortes Christian Church
- Anacortes Family Center
- Anacortes First Baptist Church
- Anacortes Housing Authority
- Anacortes Library
- Anacortes Lutheran Church
- Anacortes Police Department
- Anacortes School District
- Anacortes Senior Activity Center
- Anacortes United Methodist Church
- Anacortes Boys and Girls Club
- A Simple Gesture, Anacortes
- Celebration Lutheran Church
- Christ Episcopal Church
- Christ the King Community Church
- Community Action of Skagit County
- Didgwalic Wellness Center, Swinomish Indian Tribal Community

- Helping Hands Food Bank
- Island Hospital Chief of Chaplains
- Kiwanis Club of Anacortes
- Molina Healthcare
- Northwest Regional Council, Aging and Disability Resources.
- Pilgrim Congregational Church
- Skagit Connections
- Skagit Domestic Violence and Sexual Assault Services
- Skagit Friendship House
- Skagit Senior Information and Assistance
- Skagit Transit
- St. Vincent de Paul
- The Salvation Army
- Westminster Presbyterian Church/Dinner at the Brick.
- WIC Program

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City incorporates the Skagit County Continuum of Care plans which prioritizes the use of HOME and CDBG funds toward the goals of ending homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City has coordinated with Skagit County Dept of Public Health & Community Services, Skagit County Coalition to End Homelessness, and Community Action through the HOME Consortium efforts. These organizations are responsible for using ESG funds and for administering HMIS for service providers operating in the Consortium region. Their goals, strategies activities and outcomes have been incorporated in the Consolidated Plan.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2– Agencies, groups, organizations who participated

1	Agency/Group/Organization	Community Action of Skagit County
	Agency/Group/Organization Type	Housing Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in multi-agency meetings, one-on-one consultation with staff, board meetings, participated in various committees in which CASC provided input. Anticipate increased coordination of homeless activities and public services.
2	Agency/Group/Organization	Anacortes Community Health Council
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Health Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	City staff is a member of this organization which meets monthly to discuss the current situation of those in need within the community, case-by-case review of needs, solutions to those needs and other services available to help. Roundtable meetings provide information and resources to improve the coordination of services.
3	Agency/Group/Organization	Anacortes Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	One-on-one consultation and board meetings; outcomes include city/HA working collaboratively to locate property to develop more housing units.
4	Agency/Group/Organization	ANACORTES FAMILY CENTER
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	One-on-one consultation and group meetings; working closely with Family Center staff to determine funding, develop transitional housing and locating additional funding options to realize success.

Identify any Agency Types not consulted and provide rationale for not consulting

The City made extensive outreach efforts through public meetings, one-on-one consultations, and public notices to elicit input from all agencies and service providers that work with individuals and families experiencing hardships due to lower incomes. This City did not refuse any input or consultations with any individuals or agencies.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Skagit County Public Health	The Strategic Plan has adopted the major strategies of the 5-year Homeless Housing Plan.
North/West Basin Concept Plan	Port of Anacortes	Creating a better, coordinated strategy for public facilities improvements
2017 Affordable Housing Strategic Plan	City of Anacortes	Creating a coordinated strategy for the development of affordable homes & community services within the community
Skagit County Natural Hazards Mitigation Plan	Skagit County	Creating a coordinated strategy for the community in the event of a natural or manmade disaster
Fiber Optics Installation	City of Anacortes	Creating opportunities to help low income residents connect to broadband services to narrow the digital divide
2023 Housing Action Plan	City of Anacortes	Develop strategies and implementing actions that promote greater housing diversity, affordability, and access to opportunities for residents of all income levels

Table 3– Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

The City coordinated efforts with the County, the Port of Anacortes, Washington State Dept. of Commerce, Anacortes Housing Authority, the Anacortes Family Center and Anacortes Community Health Council to share concerns, determine the needs and routes to follow to address the needs.

Narrative

PR-15 Citizen Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

In deciding the 2023 program year funding allocations and the development of the 2023-2027 Consolidated/Strategic Plan, the City of Anacortes conducted two public hearings (February 6, 2023 and February 27, 2023) and encouraged public comment in conjunction with the CDBG program. The notices for the public hearings were advertised in the Anacortes American. The notice for the 30 day comment period and meetings was published on January 4, 2023 and February 8, 2023. The public comment period began on January 23, 2023 and ended on February 21, 2023. PROVIDE ANY INFO RE CONTINUATION OF THE PUBLIC HEARINGS HERE.

In addition to the hearings, the City also consulted with local housing and human service providers to obtain input on the Action Plan.

The impact this had on the goal setting was the need for more affordable housing and living wage jobs. These City plans to work toward achieving these goals utilizing CDBG funding and other funding sources.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	To be updated.	In the development of this plan, City staff participated in meetings with various organizations such as the Anacortes Community Health Council and the Housing Affordability & Community Services (HACS) City Council Committee to obtain much citizen input from the 2023 Housing Action Plan and the HACS meetings. Overwhelmingly, the input from service providers and the citizens was the need for affordable housing and living wage jobs.	To be completed upon finalization of process	
	Consolidated Plan		ANACORTES		15	

Table 4– Citizen Participation Outreach

DRAFT

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The 2021 Census for the City of Anacortes identified 4,972 people over the age of 65 living in Anacortes and 5,694 people between the ages of 62 and 65. With more than 50% of the population over 62, this will have a significant impact on the city. Housing to accommodate the elderly, increases in hospital services, pharmacies, public transportation to assist this population are just some of the services that will need to be increased to assist this population. With the current wait lists on practically every public and elder care housing provider, the needs Anacortes must address will be significant.

According to HUD 2019 CHAS (Comprehensive Housing Affordability Strategy data sets), over 36% of Anacortes households are housing cost burdened. Families who pay more than 30% of their income for housing are considered cost burdened and may have difficulty affording other necessities such as food, clothing, transportation, and medical care.

The Anacortes Housing Action Plan provides the city is expected to see demand for an additional 3,019 housing units through 2045, based on a projected annual growth rate of 1.4%. It is expected there will be a demand for 1,451 rental units and 1,561 ownership units. The ownership units will likely target higher income brackets than the rental units. Many units will need to be affordable to households earning under 80% of the Area Median Income (AMI), or \$68,900 for a family of four as of 2022. Currently, the Anacortes Housing Authority and Anacortes Family Center together provide 387 units to households earning under 80% of the AMI, and in some cases to households earning less than 50% of the AMI.¹

¹ <https://www.anacorteswa.gov/1416/Housing-Action-Plan>

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NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Anacortes most pressing public facility needs include a community resource center, boys & girls club/teen center, infant and child care centers for low income families, public showers for homeless. Much community input has presented the need for a centralized community center that can provide multiple services to the community at large. The Boys & Girls Club needs a facility closer to the schools and should be able to accommodate more young people and provide more activities than are able to be offered in the current location. Anacortes teens are sorely lacking a place to go after school that is safe and provides a positive atmosphere to foster learning and develop skills to help them become quality adults. Much community input has been expressed for these types of facilities.

In addition, broadband connectivity became a community priority in 2016 and the City moved forward with implementing broadband connections to the entire community. The City is currently installing fiber cable throughout the city which will be used to serve all businesses and residents at a reasonable rate, including reduced fees for lower income households.

How were these needs determined?

The HACS Committee meets weekly with citizens and community leaders involved in the lives of low income residents. The weekly meetings involve developing strategies to identify obstacles to lower income residents from achieving well balanced lives due to the lack of services and help determine gaps in available resources.

The Anacortes Community Health Council, comprised of representatives of churches, private organizations, social service agencies, city departments and community groups who provide support for low income Anacortes residents, meets monthly to discuss needs within the community. The individuals that form this group provide much input on the needs of the low income individuals and families living within the community.

The Anacortes Family Center is developing an early childhood learning center in their new mixed-use low-income apartment complex. The City provided CDBG funding to help assist in the development of the facility, expected to open in early 2023.

In addition, the Port of Anacortes is working on the North/West Basin Concept Plan as part of their Comprehensive Plan to obtain community input on the needs and desires to develop the marina and core downtown areas. The most predominant needs presented through these processes have been a community center and children/teen activity centers.

The City is currently working with Community Action of Skagit County, a full service provider for low income residents of the county, to support a local service center in Anacortes. Some of the services the

new center will provide low income residents are screening for eligibility and connection to programs and benefits such as Basic Food (SNAP), Homeless Coordinated Entry System, Working Families Tax Credit, care coordination, food and energy assistance.

Describe the jurisdiction's need for Public Improvements:

The HACS committee input, 2023 Housing Action Plan, and the Port of Anacortes's North and West Basin Concept Plan identified the following common elements for the City:

- Street repair throughout the city
- Sidewalk installation and repair
- South Commercial streetscape
- Maritime museum
- Pedestrian connectivity between Cap Sante Marina and downtown
- Boat launches for both non-motorized and motorized boats
- Waterfront events center
- Small boat center
- Increasing walkability throughout city
- Improve vehicular mobility throughout city
- Improved parking throughout city

How were these needs determined?

Through the HACS committee, the development of the 2023 Housing Action Plan, research, and community outreach.

Describe the jurisdiction's need for Public Services:

The City provides the allowed 15% CDBG funding for public services to low income persons and households within the city. These funds are typically provided to an emergency family shelter to provide shelter and counseling to families and single women facing dire situations. The need for public services is growing and the CDBG, while beneficial, does not adequately provide enough support to help all in need.

How were these needs determined?

The needs are determined through stakeholder consultation, citizen participation and public comment.

Based on the needs analysis above, describe the State's needs in Colonias N/A

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Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

What a particular household can afford is expressed in terms of area median income, adjusted for family size. The 2022 median yearly income for a family of 4 in Anacortes is \$86,100². If the household wage earner(s) brings in less than that, say the 80% level, they would earn \$68,900. That household can afford to spend as much as \$1,722 per month, including utilities, using the standard formula for housing affordability (no more than 30% of income).

The average sale home price in 2022 in Anacortes was \$729,000, according to Redfin. The required annual income to purchase a home at this cost is approximately \$143,00 with 20% down, 6.16% interest for a 30 year mortgage. Monthly payments would be \$3,557.

In Anacortes, there are few rental homes and apartments that could accommodate this family for \$1,722 or less per month. According to Zillow, as of January 2023, the average cost of a 3 bedroom rental is approximately \$2,750, 2 bedrooms are listing at approximately \$1,990 and 1 bedroom properties are listing at approximately \$1,838 per month. For the average workers, it is almost impossible to work and live within the City.

Up to 50.85% of Anacortes households meet HUD criteria of housing cost burdened (paying more than 30% for living costs) and up to 19.04% pay greater than 50% of the living costs.³

Housing Supply & Demand – Lack of affordable housing causes severe burdens for low income residents According to HUD, American Community Survey 2015-2019, approximately 1,025 reside in households with at least 4 housing problems. These problems may include incomplete kitchen facilities, income plumbing facilities, more than 1.5 persons for per room and cost burden greater than 50%.⁴

MA-05

Low income housing units within Anacortes include Bayview, 46 units; Bayview Family Housing, 62 units; Harbor House, 49 1 bedroom senior and/or disabled units; Wilson Hotel, 25 studio and 1 bedroom apartments. The Housing Authority (HA) currently has a waitlist of 192 families. Other low income housing include Bayside 39 units; Harborview, 32 units, Anacortes Manor, 35 one bedroom units; and Silverwood, 34 units. Wait list information was not available for these locations. Both the Anacortes Housing Authority and the Anacortes Family Center have added additional low income housing units.

² <https://www.huduser.gov/portal/datasets/il/il2022/2022summary.odn>

³ <https://egis.hud.gov/cpdmaps/>

⁴ <https://www.huduser.gov/portal/datasets/cp.html>

The AFC built 22 new units, studio, 1 and 2 bedroom units and will open 21 new units in Spring 2023. The Housing Authority just completed 5 new townhomes, each consisting of 2 bedrooms and 1.5 bathrooms. They will be affordable to families who are at or below 60% of the Area Medium Income. Since 2018, the Housing Authority has added 12 new apartments/townhomes to its inventory.

Condition and Cost of Housing: According to HUD American Community Survey, approximately 455 homes in the area that are owner occupied have severe housing problems, including a lack of complete plumbing facilities. This report includes approximately 570 renter occupied homes lack complete plumbing facilities.⁵

Housing stock available to serve persons with disabilities and other special needs: 134 units for persons with disabilities, special needs and the elderly. Wait lists for every available room range from 6 months to 5 years. This creates an enormous burden on the individuals with disabilities as well as the organizations trying to serve this population.

Condition and needs of public and assisted housing: Many of the public housing units need repair. Most of the units managed by the HA were built in the early 1970's. The City has provided funding in the past to the HA to assist in upgrades in the living units but much work is still necessary.

Brief inventory of facilities, housing, and services that meet the needs of homeless persons: The Anacortes Community Health Council (ACHC), comprised of numerous member agencies, has developed an emergency support system within the community to accommodate families and individuals in dire need, particularly homeless families and individuals. The ACHC provides immediate vouchers for overnight stays in hotels within the City as does the Salvation Army. The Anacortes Family Center (AFC) serves homeless women and families. The AFC provides safe transitional housing along with job readiness skills to help establish a stabilized positive lifestyle for those in risk of becoming/remaining homeless. There are 7 facilities that provide lunch & dinner services & food distribution within Anacortes.

MA-05 Part 2

Regulatory barriers to affordable housing: Zoning regulations within the City may be changed to allow more housing density including multi-family buildings in areas that currently do not allow such

⁵ <https://www.huduser.gov/portal/datasets/cp.html>

construction. The City is working on the development regulations and much discussion has centered on how to accommodate lower income households. The consensus is to change some of the zoning regulations to allow more density.

Significant characteristics of economy: The American Community Survey 2021 estimated 14,729 people over 16 years of age with 7,924 in the labor force. This amounts to approx 54% which is lower than the state and national average and is reflective of the large retiree population in Anacortes.

The top occupations: Educational services, health care and social assistance (68.8%); Information Services (67.5%) & Professional, Scientific, and Management, and Administrative and Waste Management Services (61.5%) The highest wages are reported for management, construction, and production.

The top 4 industries employing residents: educational services, health care & social assistance, arts entertainment, recreation & accommodation, food services & manufacturing & retail trade.

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MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

Anacortes: The City of Anacortes, through the CDBG and other citywide programs, invests in low-income communities to help ensure equitable opportunities for good health, happiness, safety, self-reliance and connection with the entire community. Our investments in new developments are designed to create diverse economic opportunities, promote affordable housing, provide accessible connectivity with amenities and services and promote a healthy lifestyle. These opportunities provide lower income residents sustainability within the community

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	113	111	1	2	1
Arts, Entertainment, Accommodations	815	816	10	12	2
Construction	500	418	6	6	0
Education and Health Care Services	2057	1723	25	24	-1
Finance, Insurance, and Real Estate	356	296	4	4	0
Information	102	83	1	1	-
Manufacturing	1018	851	12	12	0
Other Services	458	380	6	5	-1
Professional, Scientific, Management Services	886	743	11	10	-1
Public Administration	467	387	6	5	-1
Retail Trade	793	663	10	9	-1
Transportation and Warehousing	551	464	7	7	0
Wholesale Trade	187	155	2	2	0
Total	8303	7090	--	--	--

Table 5 - Business Activity

Data Source: 2009-2013 ACS (Workers), 2013 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	6383
Civilian Employed Population 16 years and over	7090
Unemployment Rate	3.4
Unemployment Rate for Ages 16-24	20.21
Unemployment Rate for Ages 25-65	4.11

Table 6 - Labor Force

Data Source: 2009-2013 ACS

Occupations by Sector	Number of People
Management, business and financial	2886
Farming, fisheries and forestry occupations	111
Service	380
Sales and office	1305
Construction, extraction, maintenance and repair	418
Production, transportation and material moving	1002

Table 7 – Occupations by Sector

Data Source: 2021 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	4715	73%
30-59 Minutes	1250	20%
60 or More Minutes	466	7%

Travel Time	Number	Percentage
Total	6,430	100%

Table 8 - Travel Time

Data Source: 2009-2013 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	1552	120	1020
High school graduate (includes equivalency)	6604	330	3277
Some college or Associate's degree	11,256	937	4370
Bachelor's degree or higher	9211	428	3497

Table 9 - Educational Attainment by Employment Status

Data Source: 2009-2013 ACS

Educational Attainment by Age

	Age				
	18-24 yrs	25-34 yrs	35-44 yrs	45-65 yrs	65+ yrs
Less than 9th grade	8	16	30	35	60
9th to 12th grade, no diploma	110	95	60	150	165
High school graduate, GED, or alternative	435	380	425	955	875
Some college, no degree	250	440	405	1220	1125
Associate's degree	55	155	145	520	255
Bachelor's degree	60	540	460	1040	1000
Graduate or professional degree	8	150	285	710	720

Table 10 - Educational Attainment by Age

Data Source: 2013-2017 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	\$26,980
High school graduate (includes equivalency)	\$31,745
Some college or Associate's degree	\$35,045
Bachelor's degree	\$54,270
Graduate or professional degree	\$66,695

Table 11 – Median Earnings in the Past 12 Months

Data Source: 2013-2017 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The major employment sectors within Anacortes are manufacturing with 21% of the jobs, arts, entertainment and accommodations with 17% of the jobs, and education/health care services and retail trade both with 14% of the jobs.

Describe the workforce and infrastructure needs of the business community:

The American Community Survey 2011-15 estimates there are 13,504 people over 16 years of age with 6,049 of those in the labor force. Approximately 2,000 residents work in Anacortes while approximately 4,173 residents have jobs outside of town. Approximately 3,935 workers commute into Anacortes from elsewhere for work every day.

Infrastructure needs of the business community include creating better connections between the locations where people come into the City to the businesses located throughout the City. This would include pedestrian connectivity between the marina and downtown, increasing walkability throughout the city, improving vehicular mobility throughout the city and improving parking throughout the city.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The loss of many businesses and jobs during the Covid pandemic had a huge impact on Anacortes as it did in many areas of the United States. Many businesses were lost during that time. Economic development and sustainability are a major focus in our community and the City is working on ways to accommodate future and current businesses to encourage growth and provide living wage jobs.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The Workforce Council identifies 22% of the jobs in the region may require a high school diploma or GED certificate; 34% of the jobs require a high school diploma and some vocational training or job-related course work; 29% of the jobs require training in vocational schools, related on-the-job experience, or an associate's degree; 11% of the jobs require a four-year bachelor's degree; and 5% of the jobs a require a bachelor's degree but may require graduate work.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Skagit Valley College's (SVC) Strategic Plan includes aligning educational programs with regional and state workforce and economic development strategies.

Skagit offers 37 two-year degree programs and 38 certificate programs which includes the regional marine industry with two-year degrees in Marine Electrical and Marine Mechanical Technician fields offered at the Anacortes Marine Technology Center. Other emphasis areas included Health Science, Human Services and Public Resources, and Business clusters. The college offers a Bachelor of Applied Science in Environmental Conservation and Applied Management. SVC continues to expand nursing and allied health, welding, and manufacturing, composites and marine technology programs. SVC partners with area school districts through the Northwest Career and Technical Academy and hosts the Northwest Center of Excellence for Marine Manufacturing and Technology in Anacortes. The college has invested in making education possible for students less prepared for college-level work by using the highly successful I-BEST instructional programs to support students in 8 professional/technical programs.

Apprentice training: Training for apprentices is offered at Skagit Valley College. Examples of courses offered include: apprentice painter, workshop, carpentry, communications, and electrician programs.

One Stop Service Delivery System (WorkSource): The region's one-stop career development system (WorkSource Northwest) is a trusted source of employment and training services with locations in each county.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The Economic Development Alliance of Skagit County (EDASC), in which Anacortes is a partner, maintains the Skagit County Economic Development Strategy Plan (CEDS).

Discussion

The various improvements to the City with development of more usable properties (Port plans and the MJB property expansion), as well as allowing changes within the zoning, creating more businesses and expansion which will add to job growth.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Census tracts 9405001, 9406001 and 940700 include the largest portion of low to moderately low income families (43.48%, 50.85%, & 40.8% respectively). This is a concentration of homes that are located north of the Highway 20 Spur, the main motorized route into and out of Anacortes and the industrial waterfront and the east side of the downtown core area that is surrounded by industrial businesses. Many of the homes are older, with approximately 20% built prior to 1949 and over 75% built prior to 1980. Approximately 45% of the homes in these census tracts have 1 of 4 housing unit problem.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Within the City of Anacortes are pockets of low income residences but most are concentrated in Census Tracts 940500, 940600, 940700 with an average of approximately 45% LMI households.

What are the characteristics of the market in these areas/neighborhoods?

In these Census Tracts, there are approximately 45% of households with a cost burden greater than 30%, approximately 18% with a severe cost burden greater than 50% and approximately 41% with 1 of 4 housing problems. Renter occupied housing amounts to approximately 60% of the households while owner occupied homes is approximately 40%.

In regard to resiliency, these tracts are not in areas more prone to damage from natural or manmade disasters than any other area of the city. The city is included in the Skagit County 2020 Multi-Jurisdictional Hazard Mitigation Plan. City personnel participate in emergency preparation planning on a routine basis. The city also has a squad of volunteers that will perform door to door outreach in the event of a disaster to assist those in need with evacuations or provide service to help the residents stay safe.

Are there any community assets in these areas/neighborhoods?

Low income housing is available in this neighborhood which provides some relief for the low income families. There are approximately 387 low income family units within the city and the major concentration of those are located in the Census Tract 940600. Unfortunately there is a multi-year waiting list for most of these units.

Census Tract 940600 also includes industrial, marine related businesses and commercial businesses with the potential for more commercial development. A major focus in the 2016 Comprehensive Plan was to develop more living wage jobs and businesses within this tract, as well as housing opportunities. Strategies continue to help develop more opportunities for housing at all levels of income within the community.

Are there other strategic opportunities in any of these areas?

The Port of Anacortes North & West Basin Redevelopment plan promotes redevelopment of this area for community and economic benefit, the development of the waterfront by the MJB Properties will develop more housing and economic benefits to these areas as well as provide better connectivity for residents through the downtown core areas of businesses and housing.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The 2023-2027 Consolidated Plan provides an analysis of community needs and establishes priority objectives and long-range strategies to guide the allocation of housing and community development resources. The Plan is a collaborative process between the community's primary stakeholders and agencies to establish a unified vision for community development actions. The plan proposes strategies to implement the U.S. Department of Housing & Urban Development national objectives and the priorities to the City of Anacortes over the next three years, utilizing the grant resources provided through the Community Development Block Grant (CDBG) Program. The specific level of funding available and the uses of the funds are outlined in Annual Action Plans submitted to HUD each year. The following are specific objectives of HUD for the respective Programs:

Provide Decent Housing – assist homeless persons obtain affordable housing; assist persons at risk of becoming homeless; retain the affordable housing stock; increase the availability of affordable permanent housing, particularly to members of disadvantaged minorities; increase the supply of supportive housing; and provide affordable housing that is accessible to job opportunities.

Provide Suitable Living Environment – improve safety and livability of neighborhoods; eliminate blighting influences & the deterioration of property and facilities; increase access to quality public and private facilities and services; reduce the isolation of income groups within areas through spatial deconcentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods; restore and preserve properties of special historic, architectural, or aesthetic value; and conserve energy resources and use of renewable energy resources.

Expand Economic Opportunities – job creation & retention; establishment, stabilization and expansion of small businesses (including micro-businesses); the provision of public services concerned with employment; the provision of jobs to low-income persons living in areas affected by those programs and activities, or jobs resulting from carrying out activities under programs covered by the plan; availability of mortgage financing for low-income persons at reasonable rates using non-discriminatory lending practices; access to capital and credit for development activities that promote the long-term economic and social viability of the community; and empowerment and self-sufficiency for low-income persons to reduce generational poverty in federally assisted housing and public housing.

Mission: In a spirit of cooperation, the City of Anacortes Block Grant Program works with low income housing providers and supportive services for individuals and families to provide safe & healthy housing

and self-reliant living. We support agencies, nonprofits, and individuals to identify, address and fund long term solutions and projects that reduce homelessness, advance the availability of truly affordable housing, and increase the social and economic vitality of neighborhoods and the individual. We work with all members of the community to make Anacortes socially, economically, and physically healthy by providing collaborative planning processes and responsive development services to achieve our community's desired future.

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SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Table 12 - Geographic Priority Areas

1	Area Name:	Tracts 940600 & 940500
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	Bounded on the east and north by Fidalgo Bay, Highway 20 on the south, a main arterial for freight and business access on the west side, and through the central business district on the northeast section.
	Include specific housing and commercial characteristics of this target area.	These tracts are located adjacent to and contain commerce, employment, recreation, and have great potential to draw more visitors due to the waterfront and plans for redevelopment. These neighborhoods are also home to several special needs and low-income housing.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	These tracts, in conjunction with the downtown business area and the industrial/manufacturing areas and located on the waterfront, have been a priority area for community and economic development. This was reinforced during multiple consultations with stakeholders throughout the planning process.
	Identify the needs in this target area.	This area has a high concentration of LMI households. Many homes were built prior to 1980 and deterioration may cause the loss of lower income homes, less housing creates a higher rate of housing costs. It is estimated that more than 45% of the people living in these tracts are 30% or more cost burdened.
	What are the opportunities for improvement in this target area?	The Comprehensive Plan and the 2023 Housing Action Plan present many strategic opportunities that are being considered, including updating infrastructure for better access to services.

Are there barriers to improvement in this target area?	Barriers include the industrial/commercial operations and close proximity to the waterfront and adequate funding. Property costs are exceedingly high in this jurisdiction.
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General Allocation Priorities

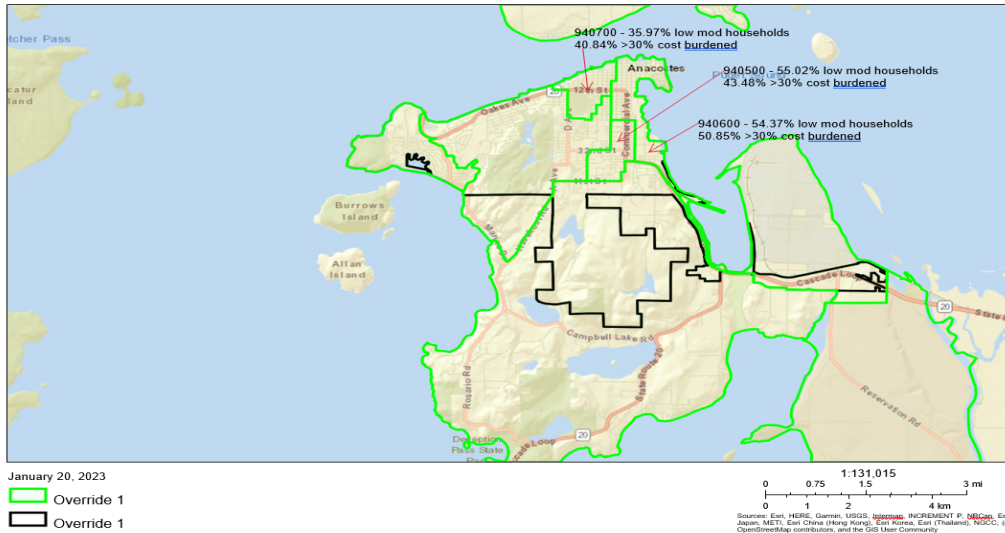
Describe the basis for allocating investments geographically within the state

While Anacortes has two census tracts (940500 and 940600) with the highest concentration of persons living below the poverty level, there are low income households interspersed throughout the City. The City establishes priorities for allocating resources and long-range strategies following a careful assessment of the needs and demographics of the community. A clear priority identified in the analysis is a response to the needs of low to moderately low income families and individuals within the City for safe and affordable housing and basic services such as medical, dental, child care and home energy assistance. Families and individuals in crisis situations need significant services and housing to be able to reach self-sufficiency. Included in this population are the homeless and others with special needs who are generally either priced out of housing or are unable to maintain stable housing. Improving conditions, creating new housing resources and opportunities, and reducing housing costs to affordable levels represent major means of responding to the needs of the targeted population. The strategies and objectives listed in the Strategic Plan reflect these priorities and outline activities designed to alleviate these needs.

The primary basis for allocation of resources is to serve the needs of the low and moderately low income households. Consolidated Plan strategies developed through the community planning process reflect that a significant amount of funds are targeted to projects that benefit the low to moderately low income households. The public services portion is allocated to services that provide multiple benefits to households in dire situations and the remaining resources are directed to projects that provide safe and

stable environments, transitional and permanent housing for families and individuals in need.

CPD Maps - Consolidated Plan and Continuum of Care Planning Tool



CPD MAP - GEOGRAPHIC PRIORITIES

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 13 – Priority Needs Summary

1	Priority Need Name	Homelessness/Assist special needs population
	Priority Level	High
	Population	Extremely Low Low Moderate Families with Children Elderly Public Housing Residents Individuals Families with Children Elderly Frail Elderly Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	Tracts 940600 & 940500
	Associated Goals	Homelessness/Assist Special Needs Populations Public Facilities Improvements/Assist Special Need
	Description	Priority 1. Homelessness/Assist special needs populations Skagit County's 5 year Homeless Housing Plan was developed in 2019. The City adopts, by reference, Skagit County's Homeless Housing Plan, including its goals and strategies. Public services are needed to help individuals and families with special needs obtain help with basic needs, food, housing, employment, health, and other important services.
	Basis for Relative Priority	Preventing homelessness and assisting those that are homeless is a high priority within the community. Providing a safe and secure shelter to those in risk of becoming homeless and helping those to the path of permanent housing and employment is a priority goal for the City.
2	Priority Need Name	Rehabilitation of existing units
	Priority Level	High

Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Victims of Domestic Violence
Geographic Areas Affected	Tracts 940600 & 940500
Associated Goals	Preservation
Description	The cost of rental and homeowner housing is beyond the reach of many Anacortes households who are homeless or struggling with a severe housing cost burden, putting their future tenancy at risk. The City anticipates supporting the Anacortes Housing Authority to help increase the number of affordable housing units. With the development of the Affordable Housing Strategic Plan, the City will work to implement development regulations to encourage the development/retention of affordable housing for both rental and homeownership opportunities. Preservation strategies are needed to maintain the stock of existing affordable housing resources. Anacortes is working with the Anacortes Housing Authority to rehabilitate housing units to maintain the existing stock of low income housing.
Basis for Relative Priority	Providing affordable homes for individuals and families in the community in which they work allows families to save money, keeps families close and provides for a greater dynamic in the community family.

Narrative (Optional)

The level of need in a community is always greater than the limited resources available to help meet those needs. In earlier sections of the Consolidated Plan, information has been presented that helps compare the types and levels of need within our community to support setting priorities, goals and strategies.

The City uses these priorities and goals to form the basis for determining what types of housing and community development programs will be funded over the next five years. The City has identified the following general priorities (not in order) amongst different activities and needs.

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SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

The city receives CDBG funding annually. In 2023, the city received approximately \$105,000 from CDBG. The city is also a member of the HOME Consortium that consists of Skagit County as the lead agency, Mount Vernon, Anacortes, Whatcom County and Island County. The HOME program receives approximately \$600,000 annually.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Economic Development Housing Public Improvements Public Services	Approximately (based on previously years) \$105,000	0	0	Approximately \$105,000	0	Funds used for rehabilitation, public services, public facilities

Table 14 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Anacortes, other local Skagit County jurisdictions and stakeholder organizations participated in the development of a county-wide housing affordability strategy that anticipates using local resources, including CDBG, to leverage significant additional local and nonlocal

resources to meet the affordable housing needs of county residents, including those who live in Anacortes. That strategy includes participating in the multi-county HOME Investment Partnership Consortium.

Federal funds the City receives through the Community Development Block Grant (CDBG) are used to leverage other federal, state, local and private resources to meet housing and community development needs. While matching funds are not currently required for the City's CDBG program, the City anticipates that most major projects will be funded primarily through non-CDBG resources.

If appropriate, describe publically owned land or property located within the state that may be used to address the needs identified in the plan

The City has identified core areas where infrastructure improvements are needed to allow easy access for all individuals and in particular, disabled residents and visitors. The work between City residents, the Port of Anacortes and the City on the North, West Basin Concept Plan, the 2023 Housing Action Plan, and the 2017 Affordable Housing Strategic Plan has identified areas throughout the core downtown that are being proposed for development of a central hub that will include residential development, retail, public services, restaurant, grocery and entertainment establishments that will be easily and safely accessible. The city also has property available that could be used as a bartering tool to aid in the development of affordable housing. The city is considering all possibilities to aid in the prevention of homelessness and create better living conditions for those in need.

Discussion

Through the development of the strategic plans developed by the City and other entities, a unique vision is coming together to create a cohesive, well-laid out community with affordable housing and pedestrian mobility key factors in determining the paths to the central hub as described above. Zoning regulations are being reviewed for changes that will allow greater density, multi-family mixed use development, and greater mobility which will help create more affordable living space within the central hub of downtown.

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
ANACORTES	Government	Planning	Jurisdiction
Anacortes Housing Authority	PHA	Public Housing	Jurisdiction
Community Action of Skagit County	Non-profit organizations	Homelessness Non-homeless special needs public facilities public services	Region
Skagit County	Government	Economic Development Non-homeless special needs Planning neighborhood improvements public facilities	Region
Anacortes Family Center	Subrecipient	Homelessness	Region
Anacortes Community Health Council	Non-profit organizations	Homelessness Non-homeless special needs Planning neighborhood improvements public services	Jurisdiction

Table 15 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City of Anacortes works with various public, private and non-profit agencies to carry out its consolidated plan. This includes Skagit County, Community Action of Skagit County, a major provider of public services located in Mount Vernon, Washington (soon to have a location within Anacortes), the Anacortes Housing Authority, City staff, the Anacortes Community Health Council and the Anacortes Family Center. This is a collaborative process to provide housing and community development opportunities within the City.

The strength of the delivery system is based on the number of agencies and individuals willing and able to assist those in need. The gaps in delivering those services occur because of the volume of assistance requested an extreme lack of funding to accommodate those in need.

Unfortunately, despite the wide range of programs available, the services offered throughout the City are often insufficient in comparison to the need. Gaps in the housing and supportive services system in Anacortes can be seen in large part as a function of low paying jobs and historically fluctuating vacancy rates combined with accelerating housing costs and a growing population. Very-low, low-income and even moderate-income people are being priced out of the housing market. At the same time, they and special needs populations are competing for the same supply of affordable housing, which grows in cost as the demand increases.

Public service providers within Anacortes are few, with the majority of services being offered in the Mount Vernon/Burlington areas, approximately 20 miles away from Anacortes. Bus service is available but is not always feasible due to length of time it takes to make connections along the bus routes.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X		X
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	

Other			

Table 16 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The community uses outreach services as the primary tool to engage people who are chronically homeless and unaccompanied youth. People who are chronically homeless are connected to permanent supportive housing; families with children to rapid rehousing; and unaccompanied youth to rapid rehousing and transitional housing. Outreach workers, assessment staff, and case managers all work with these populations to ensure that they are accessing mainstream services.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The main strength of the service delivery system is that it covers all the sub populations and types of services that are necessary to prevent and end homelessness. However, the main weakness is that there is not sufficient amount of each type of service to meet the needs.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The strength of the delivery system is based on the number of agencies and individuals willing and able to assist those in need. The gaps in delivering those services occur because of the volume of assistance requested and the lack of funding to accommodate those in need. The Anacortes Community Health Council, which the City is a participating member, provides access to a network of service providers to quickly facilitate access to available services. This community service greatly increases the success of providing those in need with the required services and helps to reduce the gaps to address priority needs.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Homelessness/Assist Special Needs Populations	2023	2024	Homeless	Tracts 940600 & 940500	Homelessness/Assist special needs population Non-Housing Community Development	CDBG: Approximately 15% of the annual allocation	Public service activities other than Low/Moderate Income Housing Benefit: 190 Persons Assisted
2	Preservation	2023	2024	Affordable Housing Public Housing	94060	Rehabilitation of existing units	CDBG: approximately \$100,000	Rental units rehabilitated: 14 Household Unit Roof Replacement

Table 17 – Goals Summary

Goal Descriptions

1	Goal Name	Homelessness/Assist Special Needs Populations
	Goal Description	Providing shelter, basic needs, food, employment assistance, and other important services
2	Goal Name	Preservation
	Goal Description	Preserve and maintain existing stock of affordable rental housing resources

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City estimates that through Anacortes Family Center development of the transitional housing for low income individuals and families and the rehabilitation to preserve existing housing stock, approximately 300 low, low mod and moderate income households within the City will be provided with, or be able to remain in, affordable housing during the 5 years of this plan. The City expects to work with other entities in an effort to create more affordable housing through zoning changes to increase single family zones to multi-family zones and make available incentives such as density bonuses to builders/developers.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

About one quarter (26%) of all pre-1980 Anacortes housing units were built before 1940, meaning they are at high risk of LBP hazards. There is not a significant difference between the age of owner-occupied and renter-occupied units.

The City provides EPA Lead Based Paint pamphlets to all builders when rehabilitation permits are applied for homes built prior to 1980. The City has contracted with a local firm for testing for all CDBG funding projects that involve rehabilitation of homes older than 1980 with the assumption that any home built prior to that date may contain lead paint. If test results are positive for lead paint, it is recommended the house undergo abatement and a list of certified abatement contractors will be provided to the homeowner. If the home is determined free and clear of lead paint, the owners are provided with a certificate of clearance. Because CDBG funding is so minimal, the city most likely will not take on lead paint abatement projects due to the high costs.

How are the actions listed above integrated into housing policies and procedures?

The City will work with the Housing Authority and other service providers to educate families and individuals on the significant risks to people, especially children, living in homes contaminated with lead.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Reducing the number of poverty level families will require a combination of short-term interventions and long-term strategies, implemented by a cohesive network of community partners. Anacortes has a growing number of low income residents with many elderly who rely primarily on Social Security for support. One goal of the City of Anacortes has been to implement the Housing Affordability & Community Services City Council Committee to identify and address the issues that keep families living in poverty within our community. The City is working on development regulations to coordinate the goals of the 2023 Housing Action Plan, 2017 Affordable Housing Strategic Plan and 2016 Comprehensive Plan for implementation. Some of the regulations currently being proposed include incentives for development of inclusionary zoning to create affordable living spaces either within a development or in another site, bonus density to increase floor space for reduced costs if affordable living spaces are developed as part of the project.

The City has created a zone which will allow development of multi-level housing complexes designed explicitly for low income families and individuals. This area is adjacent to public transit, shopping, schools and medical facilities which also include the opportunities for employment.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

City staff work together to meet the goals of this plan as well as the goals developed in the 2023 Housing Action Plan, the 2017 Affordable Housing Strategic Plan, and the 2016 Comprehensive Plan. The needs of the low income community that were determined through the public process of developing the these plans are incorporated into this document and if feasible, are addressed with the CDBG funding the City receives. The CDBG public services funding is allocated to the Anacortes Family Center which provides temporary housing for families and single women and also provides job search assistance, assistance with housing locations, and other support services as needed. This project helps families and individuals facing homelessness and assists in getting them back to safe and stable lives. The City will allocated funding to the Anacortes Housing Authority to rehabilitate existing low income housing to provide safe and reliable housing for the residents. As with all of the listed goals, programs and policies in this Plan, the City continues to coordinate with all jurisdictional, regional and statewide organizations and agencies through a regular communication process.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City's CDBG program is audited by HUD and the State under the Single Audit Act on an as need basis based on risk assessments. This audit verifies that the City meets all statutory requirements and that information reported is correct and complete.

The City's Planning, Community & Economic Development Department is responsible for monitoring CDBG program sub-recipients. City staff monitors sub-recipients as needed to ensure all regulatory requirements are met and that the information reported is complete and accurate. The City has adopted subrecipient monitoring standards and procedures as described in Managing CDBG: A Guidebook for Grantees on Subrecipient Oversight.

Sub-recipients are monitored semi-annually from written reports submitted by the sub-recipient to the City. Monitoring of the CDBG program is consistent with program regulations. Monitoring consists of both desk and on-site reviews.

The City also conducts monitoring of its CDBG activities. CDBG monitoring depends on the activity. Construction or acquisition projects will be monitored as they progress in order to ensure compliance with specific federal requirements, including Davis-Bacon, Section 3, NEPA, and Uniform Relocation and Acquisition requirements.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The city receives CDBG funding annually. In 2022, the city received \$105,260 from CDBG. The city is also a member of the HOME Consortium that consists of Skagit County as the lead agency, Mount Vernon, Anacortes, Whatcom County and Island County. The HOME program receives approximately \$800,000 annually.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	Approximately \$105,000	0	0	105,000	0	Funds used for rehabilitation, public services, public facilities

Table 18 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how

matching requirements will be satisfied

The City of Anacortes, other local Skagit County jurisdictions and stakeholder organizations participated in the development of a county-wide housing affordability strategy that anticipates using local resources, including CDBG, to leverage significant additional local and nonlocal resources to meet the affordable housing needs of county residents, including those who live in Anacortes. That strategy includes participating in the multi-county HOME Investment Partnership Consortium.

Federal funds the City receives through the Community Development Block Grant (CDBG) are used to leverage other federal, state, local and private resources to meet housing and community development needs. While matching funds are not currently required for the City's CDBG program, the City anticipates that most major projects will be funded primarily through non-CDBG resources.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has identified core areas where infrastructure improvements are needed to allow easy access for all individuals and in particular, disabled residents and visitors. The work between City residents, the Port of Anacortes and the City on the North, West Basin Concept Plan, the 2023 Housing Action Plan, and the 2017 Affordable Housing Strategic Plan has identified areas throughout the core downtown that are being proposed for development of a central hub that will include residential development, retail, public services, restaurant, grocery and entertainment establishments that will be easily and safely accessible. The City also has property available that could be used as a bartering tool to aid in the development of affordable housing. The city is considering all possibilities to aid in the prevention of homelessness and create better living conditions for those in need.

Discussion

Through the development of the 2023 Housing Action Plan, the Port's North-West Basin Concept Plan, and the implementation of the 2017 Affordable Housing Strategic Plan, a unique vision is coming together to create a cohesive, well-laid out community with affordable housing and pedestrian mobility key factors in determining the paths to the central hub as described above. Zoning regulations are being reviewed for changes that will allow greater density, multi-family mixed use development, and greater mobility which will help create more affordable living space within the central hub of downtown.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Homelessness/Assist Special Needs Populations	2023	2024	Homeless	Tracts 940600 & 940500	Homelessness/Assist special needs population	CDBG: 15% maximum	Public service activities other than Low/Moderate Income Housing Benefit: approx. 190 individuals assisted annually
2	Preservation	2023	2024	Affordable Housing Public Housing	Tracts 940500	Rehabilitation of existing units	CDBG: \$100,000	Rental units rehabilitated: 14 Household Housing Unit, 39 individuals

Table 19 – Goals Summary

Goal Descriptions

1	Goal Name	Homelessness/Assist Special Needs Populations
	Goal Description	Provide 15% public services funding to Anacortes Family Center to help single women and families with children get off the streets and into a safe, working environment

2	Goal Name	Preservation
	Goal Description	Preservation of Affordable Housing; roof replacement on 14 unit public housing complex.

DRAFT

AP-35 Projects - 91.420, 91.220(d)

Introduction

The projects chosen are based on HUD criteria that the activity meet at least one of the national objectives (benefit to low and moderately low income persons, aid in the prevention or elimination of slums or blight, and meet a need having a particular urgency) and they meet the criteria established in the City's Strategic Plan. The City determined that the public services funding be provided to the Anacortes Family Shelter as the Center meets a need of particular urgency by assisting families and women who would otherwise end up living on the streets without this service.

#	Project Name
1	Public Services
2	Anacortes Housing Authority

Table 20 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City established priorities for allocating resources and long-range strategies following a careful assessment of the needs and demographics of the community. A clear priority identified in the analysis is a response to the needs of low to moderately low-income families and individuals within the City for safe and affordable housing and basic services such as medical, dental, and home energy assistance. Families and individuals in crisis situations need significant services and housing to be able to reach self-sufficiency. Included in this population are the homeless and others with special needs that generally are either priced out of housing or are unable to maintain stable housing.

Improving conditions, creating new housing resources and opportunities, retaining jobs, and reducing housing costs to affordable levels represent major means of responding to the needs of the targeted population. The strategies and objectives outlined in the 2023-2027 Strategic Plan reflect these priorities and outline activities designed to alleviate these needs.

The primary basis for allocation of resources is to serve the needs of the low and moderately low-income households. Consolidated Plan strategies developed through the community planning process reflect that a significant amount of funds are targeted to projects that benefit the low to moderately low-income households. The public services portion provides services and resources to the households in need while the remaining resources are directed to projects that provide safe and stable transitional and permanent housing for families and individuals in need.

A major obstacle to address underserved needs is lack of funding.

AP-38 Project Summary

Project Summary Information

1	Project Name	Public Services
	Target Area	Tracts 940500
	Goals Supported	Homelessness/Assist Special Needs Populations
	Needs Addressed	Homelessness/Assist special needs population
	Funding	CDBG: Approx. 15%
	Description	Provide funding for operation of Anacortes Family Center, a 60-90 day intensive care shelter for women, women with children and families facing imminent or actual homelessness.
	Target Date	4/1/2024
	Estimate the number and type of families that will benefit from the proposed activities	The Anacortes Family Center estimates service for approximately 200 individuals which includes families with children. The program provides intensive self-sufficiency based services and shelter for homeless single women, children and families with children in crisis, most often due to domestic violence. Approximately 60% of the clients will be children. A majority of the clients have complex issues involving generational violence, poverty and mental illness.
	Location Description	1011 27th Street, Anacortes, WA The facility is a secure complex that can only be accessed via electronic passcode and visual acceptance.
2	Planned Activities	The Center provides housing for 60-90 days and intensive case management and life skills education to assist the household with gaining the skills and resources needed to become fully self-sufficient. In 2021, the Center provided successful transition to stable living/working environments to approximately 76% of their clients, which amounted to approximately 122 individuals.
	Project Name	Anacortes Housing Authority Reroof Project

Target Area	Tracts 940600
Goals Supported	Preservation
Needs Addressed	Rehabilitation of existing units
Funding	CDBG: \$100,000 approx
Description	Reroof of 14 unit public housing complex. Consists of 2 separate buildings
Target Date	4/1/2024
Estimate the number and type of families that will benefit from the proposed activities	Low to very low (30% ami) families will benefit from this update. It will allow 14 units of affordable housing to remain as viable affordable housing which will accommodate up to 39 individuals.
Location Description	Anacortes Housing Authority Apartment multi-family complex is located at 508 6th Street, Anacortes, WA and the complex consists of 14 two, three and four bedroom apartments.
Planned Activities	Remove and replace all roofing materials, gutters, fascia and capping to include replacement of damaged decking where needed.
Estimate the number and type of families that will benefit from the proposed activities	14 low income families consisting of approximately 39 individuals will benefit from this project
Location Description	

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Anacortes is located on Fidalgo Island in Skagit County with 12.5 miles of saltwater shoreline, four freshwater lakes, and 3000 plus acres of city-owned forestlands and city-owned parks. Anacortes is approximately 20 miles from the county seat in Mount Vernon, Washington. A majority of public services available to the citizens of Skagit County are provided in the Mount Vernon area.

The current population of Anacortes is approximately 17,437 citizens (US 2021 Census). Anacortes has two areas with a concentration of moderately low to low income households, Census Tracts 940600 (50.85% LMI households) and 940500 (43.48% LMI households). The overall low, to moderately low, income households in Anacortes is approximately 39%.

While Anacortes has two census tracts (940600 & 940500) with the highest concentration of individuals living below the poverty level, there are smaller concentrations of low income households interspersed throughout the City. The City establishes priorities for allocating resources and long-range strategies following a careful assessment of the needs and demographics of the community. A clear priority identified in the analysis is a response to the needs of low to moderately low income families and individuals within the City for safe and affordable housing and basic services such as medical, dental and home energy assistance. Families and individuals in crisis situations need significant services and housing to be able to reach self-sufficiency. Included in this population are the homeless and others with special needs who are generally either priced out of housing or are unable to maintain stable housing.

Improving conditions, creating new housing resources and opportunities, and reducing housing costs to affordable levels represent major means of responding to the needs of the targeted population. The strategies and objectives listed in the Strategic Plan reflect these priorities and outline activities designed to alleviate these needs.

The primary basis for allocation of resources is to serve the needs of the low and moderately low income households. Consolidated Plan strategies developed through the community planning process reflect that a significant amount of funds are targeted to projects that benefit the low to moderately low income households. The public services portion is allocated to services that provide multiple benefits to households in dire situations and the remaining resources are directed to projects that provide safe and stable environments, transitional and permanent housing for families and individuals in need.

Geographic Distribution

Target Area	Percentage of Funds
Tracts 940600 & 940500	100

Table 21 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Census Tracts 940600 and 940500 contain the highest concentration of low, to moderately low households.

Discussion

This is where a majority of the public housing complexes are located. The Housing Authority public housing and the Anacortes Family Center are located in these tracts. Also, many of the residents in these tracts are older and have been living in their homes for many, many years. Such families are low to moderately low income residents who do not necessarily have the funds to maintain an older home nor the ability to move to another location. It is vitally important to provide support to all of these residents in need to allow the aging residents to remain safely in their own homes and support those families struggling to reach self-sufficiency.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Because the City of Anacortes's annual CDBG grant is minimal, it is difficult to use CDBG for many other purposes than those already identified. However, the City does intend to invest other resources and effort toward the following actions:

Actions planned to address obstacles to meeting underserved needs

The City will continue outreach to various community sectors to inform lenders, property managers, and the public about Fair Housing laws. The City includes many fair housing resources on the CDBG website for public access. The City recently completed the work on the 2023 Housing Action Plan which is intended to define strategies and implementing actions that promote greater housing diversity, affordability, and access to opportunity for residents of all income levels.

The purpose of this effort is to identify ways to encourage construction and preservation of both affordable and market-rate housing in a greater variety of types, densities, and cost levels. The priorities for the HAP were informed by a housing needs assessment, public engagement, discussion with the City Council and Planning Commission, and City staff.

Actions being taken or considered currently include creating regulations to encourage development of affordable housing and speeding up the review process for accessory dwelling unit permits.

Actions planned to foster and maintain affordable housing

The City will work in partnership with the Anacortes Housing Authority to secure the resources necessary to rehabilitate the various complexes, an important low-income housing resource in Anacortes. The City will also work with the Housing Authority to promote development of more complexes to accommodate the growing wait list for affordable housing.

The 2023 Housing Action Plan is intended to inform updates to the Anacortes Comprehensive Plan (most notably the Land Use and Housing elements) and guide implementation strategies such as development regulations, housing programs, and infrastructure spending priorities that will foster and maintain affordable housing.

Actions planned to reduce lead-based paint hazards

Code enforcement will address any and all lead based paint issues that may arise; additionally the City will include lead based paint hazard information in community education and outreach.

Actions planned to reduce the number of poverty-level families

The Public Services funding to the Anacortes Family Center provides intensive case management and life skills education to assist the household with gaining the skills and resources needed to become fully self-sufficient. The City is working on strategies developed in the 2023 Housing Action Plan, the 2017 Affordable Housing Strategic Plan and the 2016 Comprehensive Plan to reduce the number of poverty-level families. The consensus from the community in the development of the 2023 Housing Action Plan is that we need more housing options for those in lower income brackets. The City will work to make zoning changes and create building incentives to encourage the development of more affordable housing. The City is also working with partners to keep opportunities for new businesses and expansion of existing businesses to provide decent wage jobs within the community.

Actions planned to develop institutional structure

The City worked in partnership with adjacent and regional jurisdictions to create the regional HOME Consortium. The HOME Consortium will enhance the resource base for developing more affordable housing, and for addressing institutional barriers to creating more affordable housing.

Actions planned to enhance coordination between public and private housing and social service agencies

The City supports the efforts of the Anacortes Community Health Council and participates regularly in their multi-agency meetings. Active participation in the Council improves the coordination of the City's Consolidated Plan goals and the efforts to reduce instability in the low income community.

Discussion

Funding continues to be the main obstacle to meeting underserved need. Obstacles include lack of sufficient financial resources to adequately address large projects such as permanent housing and shelters. Also, the limit on the public services prohibits the City from adequately providing a greater service to households in need of basic services.

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Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

The primary basis for allocation of resources is to serve the needs of the low and moderately low income households. The 2023 Action Plan allocates all of the funds to projects that benefit the low to moderately low income households. The public services portion provides services and resources to the households in need while the remaining resources are directed to projects that provide safe and stable transitional and permanent housing for families and individuals in need.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

This Action Plan covers a one year period – July 1, 2023 through June 30, 2024. The entire funding allocated to the City of Anacortes through the CDBG will be provided to assist the low income population of the city. The City leaders have determined that, because the funding is such a minimal amount, distributing the full allocation to fund projects is a better use of the funds. No CDBG funds will be used for administration of the grant and projects.

Appendix - Alternate/Local Data Sources

DRAFT



City Council Agenda Bill

Meeting Date: February 6, **Agenda Item:** 8.a.
2023

Agenda Item Title: Anacortes Chamber of Commerce Visitor Information Center (VIC)
Update

Staff Contact(s): DON MEASAMER

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Joann Stewart	Presentation
DON MEASAMER	

Item Summary: Presentation by Anacortes Chamber of Commerce on VIC operation and public restroom hours of operation and use of Lodging Tax Advisory Committee (LTAC) funding

Budget Impact:
None

Previous Action: Chamber awarded \$75,000 in LTAC funding for the operation of the Visitor Information Center and public restrooms. Chamber will provide an update on the operations of that facility.

Recommended Motion: N/A

Alternative Actions:

Attachments (listed in order presented): None



City Council Agenda Bill

Meeting Date: February 6, **Agenda Item:** 8.b.
2023

Agenda Item Title: Settlement Agreement: Pacific Pile and Marine

Staff Contact(s): Henry Hash

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
STEVE HOGLUND	Contract Modification

Item Summary:

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented): None



City Council Agenda Bill

Meeting Date: February 6, **Agenda Item:** 8.c.
2023

Agenda Item Title: Planning Commission Recommendation on the Bonus Height Provisions in the R4 Use Zone West of the Commercial Use Zone, AMC 19.42.050 C

Staff Contact(s): DON MEASAMER

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
DON MEASAMER	Discussion

Item Summary: Due to neighborhood concerns regarding a 5-story building permit issued in the R4 Use Zone west of the Commercial Use Zone, City Council adopted Ordinance 3054, declaring an emergency and adopting a moratorium on the acceptance of land use applications proposing to use the bonus height provisions of AMC 19.42.050 C, 25% of the units not more than 600 square feet. The bonus height would allow for an additional 10 feet in height above the base height of 40 feet to 50 feet or 5 stories with a potential roof deck. The moratorium does not apply to the affordable housing bonus height provisions. The moratorium has been extended over several 6-month periods since adoption on October 21, 2019 due to the COVID-19 pandemic and staff workload.

Based on research during the development of the Housing Action Plan, since 2016 Anacortes has seen an average of 101 new dwelling units built per year. An acceleration of housing production is needed to meet the Comprehensive Plan's 2016-2036 target average of 131 units per year. Taller building heights make more efficient use of land, and there is a limited supply of buildable land. The potential for increasing the number of smaller units is important to provide housing which matches Anacortes's higher than average senior residents and people living alone.

The R4 zone has a standard height limit of 40 feet, which has been in effect since 2008 (Ordinance 2794). Between 2008 and 1994, the height limit was 35 feet (Ordinance 2316). The City's 2019 development regulation update (Ordinance 3040), did not increase that standard height limit in the R4 zone, but did provide for a 10-foot increase in height over the standard height limit if (option 1) 25% of the total dwelling units contain 600 sq ft or smaller units; or (option 2) a qualifying number of affordable dwelling units is provided in the development. The bonus height provision now effectively allows for five-story development. The City's purpose in enacting the bonus

height provisions of AMC 19.42.050 was to incentivize the creation of new dwelling units that are either explicitly “affordable” (option 2), requiring monitoring and enforcement of rental prices of no more than 30% of the household income of households whose annual income is 50% or less of the area median income; or that are 600 sq ft or less (option 1), which have no explicit affordability requirements but are quite small and therefore highly likely to be less expensive than normal-size newly constructed dwelling units and will add more to the supply of housing in the city than larger units. When supply increases, prices decline. The City’s purpose in providing for the bonus height incentive in the Commercial, Central Business District, and R4 zones was to allow for the most intense development in the City to occur in areas where services are most available (e.g., access to food, shopping, and transit) and where existing commercial development is most likely to occur, especially in the downtown core and areas between Commercial Ave and “R” Avenue. The City did not limit such new development to only one area, because that would reduce the likelihood that new development would occur. The westerly portion of the Residential High Density District (the “R4 zone”) (shown in purple on the attached map) is bounded by “O” Avenue on its eastern edge for the first four and a half northern blocks, then jogs a half block toward Commercial Avenue and continues southward through the middle of the block between “O” and Commercial until it reaches the Medical Overlay zone.

Councilmember Walters has also provided an option for the R4 Bonus Height incentive, which is included in the packet for discussion.

Budget Impact:

NA

Previous Action: Planning Commission Recommendation

Recommended Motion: Direction to staff for next action

Alternative Actions: Let the moratorium expire

Attachments (listed in order presented):

1. Planning Commission Recommendation
2. R4 Concepts Attachment A
3. R4 Bonus Height Comments
4. Anacortes R4 Zone Bonus Height Memo
5. R4 Zoning Map (1)
6. R4 Bonus Ht Pwr Pt
7. RW Proposed Resolution of R4 Bonus Height Moratorium
8. R4 Bonus Ht Comment



Anacortes Planning Commission
Recorded Motion Regarding the R4 Use Zone Bonus Height West of the
Commercial Use Zone

Proposal Description:	The proposed non-project legislative action is a review of the R4 Use Zone Bonus Height provisions west of the Commercial Use Zone
Public hearing body:	Anacortes Planning Commission
Public hearing date:	December 14, 2022 and January 11, 2023
PC deliberations:	December 14, 2022 and January 11, 2023

After considering the written and spoken comments and considering the record before it, the Planning Commission enters the following findings of fact, reasons for action, and recommendations to the Anacortes City Council.

A. Findings of Fact

1. The city has undertaken a public process to consider concepts for potential amendments to the City's Development Regulations regarding height bonus incentives in the R4 zone. The process was initiated based on a moratorium adopted by City Council in response to citizen concerns over a five-story building permitted in the R4 Use Zone West of the Commercial Use Zone. The moratorium was renewed several times to allow the process to be completed.
2. The Planning Commission held a public hearing on December 14, 2022, and continued to January 11, 2023, to review the concepts forwarded to the Planning Commission by City Council, take public comment, deliberate, and make a recommendation to City Council. The proposed concepts were reviewed by City Council and forwarded to the Planning Commission as Concepts A-H, see attachment A. The meetings were broadcast on Channel 10 and streamed live on the City's website.
3. Timely and sufficient notice of public hearings and written comment periods was provided in accordance with AMC 19.16.070, including publishing notice on the project website on November 23, 2022, and publishing a paid notice in the November 23, 2022, Anacortes American. The notice was also posted in City Hall, and the Public Library.

A Public hearing was held before the Planning Commission on December 14, 2022 and continued to January 11, 2023. No public comments were received at the meeting, written comments were transmitted to the Planning Commission.

4. The written comment period ended on December 14, 2022. Comments were transmitted to the Planning Commission at the December 14, 2022, Public Hearing and reviewed by the Planning Commission.
5. The Planning Commission deliberated on the proposal at the December 14, 2022 Public Hearing and the continued January 11 2023, public hearing.
6. An Existing Conditions and Housing Needs Analysis Report, prepared by Makers Urban Design and Architecture in 2022, found that since 2016, housing production is not on track to accommodate adopted growth targets and that vacancies among Anacortes' housing inventory is very low, indicating a tight market and constrained supply. Makers recommended that the height bonus moratorium be allowed to expire to encourage multifamily unit construction.

Required Consideration

7. AMC 19.16.080(B) provides the elements that the Planning Commission must consider in making its recommendation to City Council. These elements are:

a. Public hearing testimony and written comment received during any public comment period;

The public engagement process undertaken is outlined in the Procedural and Public Engagement section of these findings. Written public comments received were compiled by city staff and transmitted to the Planning Commission. Public comments were received and addressed.

b. Recommendations and analysis from relevant city advisory groups.

Information provided by local developers regarding the economics of constructing multistory buildings indicates that multistory construction is very expensive for various reasons, but it benefits from economics of scale, with costs increasing much less dramatically after the 4th story. Allowing for a 5th story may improve the chances that a project will be constructed.

c. Staff recommendations and analysis;

Staff recommended no change to the Bonus Height Provisions of AMC Section 19.42.050(C) (concept F attachment A).

d. Legal advice;

The Planning Commission has considered the advice of the City Attorney's office in making these findings.

The City utilized the 2016 Comprehensive Plan as a guidance document.

e. Consistency of the proposal with the Comprehensive Plan.

The Comprehensive Plan goals and policies provide guidance and policy direction in the establishment development regulations. An extensive public process informed

development of the 2016 Comprehensive Plan and subsequent 2019 development regulations, including the height bonus provisions.

The Planning Commission finds and concludes that NO Development Regulation Amendment is necessary to the Bonus Height Provisions of AMC 19.42.050(C) (concept F, attachment A) and finds the bonus height provisions of AMC 19.42.050(C) , (concept F, attachment A) are consistent with the Comprehensive Plan goals and policies as detailed below:

Goal H-1.2. Promote a variety of residential densities and housing types in all price ranges to meet a range of housing needs and respond to changing needs and preferences.

Policy H-1.6. Evaluate barriers to increased density in multifamily residential and mixed use zones and revise regulations if appropriate.

Policy H-1.7. Provide for development of multifamily housing in areas close to shopping, employment, services and public transportation.

B. Reasons for Action

Having made the Findings set forth above, the Planning Commission makes the following conclusions:

1. The Existing Moratorium on Bonus Height Provisions of AMC 19.42.050(C) west of the Commercial Use Zone should be allowed to expire without any amendments to the Bonus Height Provisions of AMC Section 19.42.050 C, (concept F, attachment A). This Development Regulation was reviewed through the review process as required by AMC 19.16 Legislative Actions. The Planning Commission is responsible for reviewing and making a recommendation to City Council on development regulations.
2. The Commission discussed the proposed concepts, reviewed comments, and recommend Concept F, attachment A, no change to AMC 19.40.050(C), and allow the existing moratorium to expire, to the City Council as proposed.

C. Recommendation

The Planning Commission recommends that the City Council:

1. Accept Concept F, no change to the Bonus Height Provision of AMC 19.42.050(C), as presented in **Attachment A Concepts**.
2. **This recorded motion approved January 11, 2023:**

Commission Vote	Support	Oppose	Absent	Abstain
Ward MacKenzie, Chair	X			
Jeffery Graf	X			
Sarah Ruether			X	
Linda Martin	X			
Frank Jeretzky	X			
Jack Curtis	X			
Gary Molyneaux			X	
Total	5	0	2	0

I attest that the recorded motion reflects the Planning Commission's Recommendation.

ANACORTES PLANNING COMMISSION
ANACORTES, WASHINGTON



Ward MacKenzie, Planning Commission Chair

02/11/2023
Date

Concepts - For Discussion

	Concept	Advantages	Disadvantages/ Challenges	Implementation
A	Rezoning the ½ block between the Commercial zone and O Avenue from R4 to Commercial	- Commercial zone still allows single purpose multifamily - Increases development options for affected property owners - Makes some existing businesses conforming	- Makes existing SFRs/duplexes nonconforming - Extends potential for commercial development impacts closer to SFR neighborhoods - Does not address neighborhood's concerns about incompatibility, view blockages - Potential increase in commercial traffic on O Ave.	Requires comprehensive plan amendment (map at least) and rezoning
B	Modify applicability of the bonus height provisions to only apply to R4 study area east of O Ave.	Increases housing supply adjacent to, employment, services, and transit	Does not address neighborhood's concerns about larger structure incompatibility, view blockages	Development regulation amendment
C	Modify applicability of the bonus height provisions to terminate at the east side of N Avenue.	Increases housing supply adjacent to, employment, services, and transit	Does not address neighborhood's concerns about larger structure incompatibility, view blockages	
D	Do not allow roof decks on buildings over a certain height	Results in more open space being provided on ground level, which may be more in keeping with surrounding neighborhood	Reduces developable area and may make feasibility more challenging	Development regulation amendment
E	Refine design standards to mitigate increased height impacts on streetscape and adjacent properties Consider upper story setbacks (all 4 sides or just street facade?)	May help lessen bulk/height impacts	Reduces number of units that can be developed	Development regulation amendment
F	Leave bonus height provisions in place with no changes	Encourages development of multifamily residences	May not address neighborhood concerns	No amendments to comp plan or development regulations

G	Possible combinations of concepts, change the ½ block of R4 east of O Ave to Commercial and only allow the bonus height in the Commercial Use Zone	Allows for the bonus height provisions in the commercial use zone and stops at O Ave	Would allow various commercial uses up to O Ave, such as offices, retail, personal services.	Comp Plan amendment and development regulation amendment
H	Other concepts generated by public comments and discussion			

Concepts - For Discussion

	Concept	Advantages	Disadvantages/ Challenges	Implementation
A	Rezone the ½ block between the Commercial zone and O Avenue from R4 to Commercial	- Commercial zone still allows single purpose multifamily - Increases development options for affected property owners - Makes some existing businesses conforming	- Makes existing SFRs/duplexes nonconforming - Extends potential for commercial development impacts closer to SFR neighborhoods - Does not address neighborhood's concerns about incompatibility, view blockages - Potential increase in commercial traffic on O Ave.	Requires comprehensive plan amendment (map at least) and rezone
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Attachment A

G	Possible combinations of concepts, change the ½ block of R4 east of O Ave to Commercial and only allow the bonus height in the Commercial Use Zone	Allows for the bonus height provisions in the commercial use zone and stops at O Ave	Would allow various commercial uses up to O Ave, such as offices, retail, personal services.	Comp Plan amendment and development regulation amendment
H	Other concepts generated by public comments and discussion			

Don Measamer

From: Dave Dettman <dave98284@hotmail.com>
Sent: Wednesday, December 14, 2022 4:43 PM
To: Don Measamer
Subject: Feedback re: Anacortes Proposal to Increase Building Height to 65'

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

To whom it may concern - below are thoughts and comments I have about Anacortes raising its building height restriction from 45' to 65': I am neutral on this issue and understand the pros/cons on both sides of the argument.

The key is protecting aspects of current building code that retain the character and aesthetic of Anacortes. I want Anacortes city gov't to deeply reflect and explore this value as once change occurs, there's no going back.

Currently and locally, for example, we are seeing where unbridled development on Samish Way in Bellingham has created an ugly, disconnected, haphazard mess of three story residential and mixed-use development -- a result we'd want to avoid in Anacortes as it would have a significant negative decades-long impact on Anacortes.

What to do?

Allow limited taller areas in certain identified Anacortes spots (where residential impact is minimized -- noise, nighttime light, view disruption, etc.).

If there are to be a few exceptions - a taller development in an otherwise low-rise residential area, for example), require some type of exceptional design and amenities so this 'spot zoning' better fits in with the neighborhood's character. Let some buildings go just a little bit higher, but not by right. Instead, they could do it if that allows a really interesting, attractive architectural design, and if the building provides some amenities, like open-space or larger setbacks from existing homes or some desirable neighborhood amenity or something that won't syphon a business from our vibrant downtown.

Some cities auction off height waivers. Define a set of areas where a few taller buildings might be okay and a few where they're not, like key viewsheds. Auction off a limited number of permits per year for building up to a somewhat higher limit. This would prevent a stampede to tear down perfectly good buildings just to add a few floors, but would also create a more varied skyline with a few taller buildings, which would be much more aesthetically interesting.

Taller buildings require elevators which are expensive. To account for this and make developments more financially feasible, developers will need larger site size 'footprints'. Again, this will impact neighborhood aesthetics. With these larger site 'footprints', it also becomes more imperative to ensure/require proper storm-water retention and drainage with these larger impervious surfaces.

Dave

Don Measamer

From: Dan August <daugust50@gmail.com>
Sent: Friday, December 9, 2022 10:25 AM
To: Don Measamer
Subject: R 4 Zone Bonus Height Concepts AMC 19.42.050(C)

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Dan August 13672 Harbor Lane Anacortes WA.

I'm opposed to increasing heights of new buildings to 65'. I thought this issue had been settled after the 5 story apartment debacle on the west side of Commercial.

Thanks for accepting feedback on this important issue!

Don Measamer

From: Walt <wlfarmer@earthlink.net>
Sent: Sunday, December 11, 2022 10:24 AM
To: Don Measamer
Subject: R4 Zone Bonus Height Concepts Proposal

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

I'm Walter Farmer, I live at 6495 Whistle Lake Terrace, Anacortes WA 98221, and I'm writing in opposition to the R4 Zone Bonus Height Concepts proposal, AMC 19.42.050(C).

Increasing the height restriction to 65 feet on the MJB project would be a mistake. Road congestion, increased demand at already overcrowded grocery stores, and the presence of a shoreline highrise will all be negative consequences if this proposal is approved.

I recognize our community must adapt to the times and that Anacortes is an inviting place for development and investment. But I would like to preserve Anacortes' small-town character and this project is inconsistent with that goal.

Walter L. Farmer



Virus-free. www.avast.com

Don Measamer

From: FrankRobin Nebuton <7akyoyos@gmail.com>
Sent: Tuesday, December 6, 2022 4:46 PM
To: Don Measamer
Subject: Bonus Height Concepts

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

Just wanted to voice my opinion on the bonus heights for buildings here in Anacortes. I am very much against allowing ANY bonus heights. The maximum height should stay at 45 feet as it has been. The only people getting a bonus out of allowing bonus height provisions is the developer. In listening to the MJB presentation last month it was clear that what they are required to do in exchange for the bonus height was not comparable with what the people of Anacortes will be losing. The city will not gain much. Plus it sounds like the 65 feet does not include all the utilities etc (like what happened on the O street building). I personally will lose a big chunk of my water view. Will the city lower my property taxes because I no longer have the view that I have had?

Why does Anacortes have to build up? I understand that housing is needed here in town but the MJB development is not going to be affordable for most people. The claim is that by people buying the MJB costly condos, that other housing will be freed up and on the market. Those most likely will not be affordable housing either. Trickle down housing does not exist! So please do not allow anyone to build up to 65 feet.

I think Anacortes is growing in the wrong direction. CAN'T AFFORD US will just be more so after this development is finished.

Again, NO to any bonus heights. Keep our town unique.
Thank you,
Frank Nebuloni

Don Measamer

From: Roy Graves <rgedmd@gmail.com>
Sent: Friday, December 9, 2022 9:41 AM
To: Don Measamer
Subject: Fwd: Proposal to change height restrictions

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

I wish to go on record as being strongly against any proposed increase in height restrictions within our city. I, as did many of my neighbors, moved to Anacortes, because of a small town feel.

Since moving here in 2008, traffic, congestion, lack of adequate shopping, and increasing stress on our medical care availability, have degraded our lives.

Many studies have shown the our environment strongly impacts our mental and physical health. The proposed increase in height allowances will not improve this situation. We bought here in part because of the views, which under existing codes, would be maintained as we understood the rules.

These buildings are being built on fill which will liquify in an earthquake and will also be in the path of any tsunami, which is just a matter of time. Recent geotechnical projections indicate that this area of buildings is highly likely to be affected.

I ask that the city not allow any change from the existing building code regarding height.

Roy Graves, MD
rgedmd@gmail.com
1810 Island View Pl.,
Anacortes, 98221

--

Roy

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Roy

Don Measamer

From: Cliff Merkel <cmerkel10@gmail.com>
Sent: Tuesday, December 13, 2022 3:49 PM
To: Don Measamer
Cc: Cliff Merkel
Subject: Comment on R 4 Zone Bonus Height Concepts, AMC 19.42.050(C)

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

Dear City of Anacortes,

We retired to Anacortes in 2015. We searched the Pacific Northwest for several years and chose this town because it didn't look like most cities. This place had a relaxed, unhurried, and homey atmosphere. There were no big box stores and most businesses were locally owned and operated. The buildings were quaint with varied architecture and taller buildings were mostly of historic vintage.

It is sad that we are now witnessing a fundamental change to Anacortes. First we saw a proliferation of four-story edifices and now the City is proposing six-story buildings that will render Anacortes unrecognizable. This direction undermines what many of us hold as what is desirable about this place.

Please consider how 65 foot buildings will make this City no different from any other city. That is not good for Anacortes. We haven't asked for this and we don't want this change.

Cliff Merkel
4508 Cutter Dr
Anacortes, WA 98221

909-518-3969

Don Measamer

From: Dawn Munn <dawnmunn@fastmail.com>
Sent: Tuesday, December 13, 2022 6:49 PM
To: Don Measamer
Subject: R 4 Zone Bonus Height Concepts AMC 19.42.050(C)

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

Hello,

Allowing 65 feet height on buildings (which doesn't even include utilities on the top of the buildings) rather than keeping it at the current 45 is just another nail in the coffin of the liveability and uniqueness of Anacortes. Anacortes has already lost many water views, increasing the building height will allow further loss. Allowing this increase will open the door for taller and taller buildings, higher population densities and greater stress on city services.

Please Vote No to allow 65' heights on buildings! Thank you.
Sincerely,

Dawn Munn
1707 Highland Drive
Anacortes WA 98221
dawnmunn@fastmail.com
(509) 760-0777 cell

Don Measamer

From: Charlie Barbour, AGL Enterprises.com <Charlie@AGLEnterprises.com>
Sent: Tuesday, December 13, 2022 10:30 PM
To: Don Measamer
Subject: I am VERY much against the building height increase to 65'

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And I lived in Seattle on Capitol Hill for 10 years before moving here Dec 2020.
I know that the "popups" on rooftops for utilities add an uncounted 15'-20', material to the community.

If we want to do a specific case exception for MJB and perhaps specific others, that is a better solution than a City-wide height increase.

Charlie Barbour
(415)515-1861

Don Measamer

From: Cameron Bigge <cpbigge@gmail.com>
Sent: Tuesday, December 13, 2022 2:20 PM
To: Don Measamer
Subject: R 4 Zone Bonus Height Concepts, AMC 19.42.050(C)

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

I do not agree to increase the height of buildings.

Sincerely,
Cameron Bigge DC
1900 Down Jones Way, Anacortes
R 4 Zone Bonus Height Concepts, AMC 19.42.050(C)

Don Measamer

From: Kim Higgins <khiggins@reisnerdistributor.com>
Sent: Tuesday, December 13, 2022 2:33 PM
To: Don Measamer
Subject: BONUS HEIGHT CONCEPTS, AMC 19.42.050

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

I was born and raised in Anacortes, it is truly a shame that such a massive waterfront project will be considered a building sight for 65+ feet buildings. Our home town historical downtown fill will surely be lost.

Anything that can save and restore our beautiful waterfronts for all the community to share, we hope you will consider. We already are losing our hills and landscape by these larger buildings going up and down commercial. Save our town!

Thank you for your consideration

Kim Higgins

Reisner Distributor Inc

310 Commercial Avenue | Anacortes, WA 98221

✉ khiggins@reisnerdistributor.com | ☎ 360.293.2197 ph | 360.630.4219 cell | 📠 360.293.4108 fax

Don Measamer

From: Jim English <jinglesjag@gmail.com>
Sent: Wednesday, December 14, 2022 8:39 AM
To: Don Measamer
Subject: OPPOSITION TO PORPOSED 65' BUILDING HEIGHT IN ANACORTES!

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

Don...

Am writing to voice my firm opposition to the proposed ordinance that would allow building heights up to 65 feet! I realize the dilemma Anacortes faces with buildable property. I also realize we have a growing population needing housing.

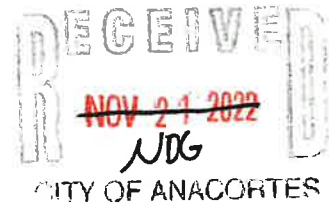
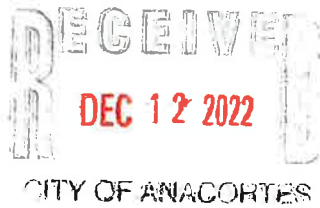
However, what is drawing new people to our community is its quaintness and charm. Allowing high rise building to blight our skyline, impact the views of many existing and long standing residents for the sake of a few extra housing units is not an acceptable alternative.

I encourage you on behalf of all who are opposed to this ordinance to voice our displeasure to the City Council and urge them not to approve the 65' ordinance.

Yours respectfully,

Jim

*James T. English, Colonel, USAF Ret.
2210 Cascade Court
Anacortes, WA 98221
360-770-9385 Cell*



DATE: December 12, 2022

TO: Don Measmer – City of Anacortes Planning, Community and Economic Director;
Anacortes Planning Commission and City Council

FROM: MJ McArdle, 1514 M Ave

RE: “R4 Zone Bonus Height Concepts, AMC 19.42.050(C)”

Per Public Notice dated November 23, 2022 I am submitting my comments to the proposed “Concepts” outlined in the document written by the consultant, Makers.

CONCEPTS *(my comments are in italics)*

Concept A – “Rezone the ½ block between the Commercial Zone and ‘O’ Ave from R4 to Commercial”
This is the 3rd best option and even more so if discussion item “G” (below) is also adopted

Concept B – “Modify applicability of the Bonus Height Provisions to only apply to the R4 study area east of ‘O’ Ave”
This is the best option.

Concept C – “Modify applicability of the Bonus Height Provisions to terminate at the east side of ‘N’ Ave”
This is the 2nd best option.

Concept D – “Do not allow roof decks on buildings over a certain height
YES, this is a must. Roof decks must not be allowed on any future big box buildings over 30 ft.

CONCEPT DISCUSSION

E – “Refine design standard to mitigate increased height impacts on streetscape and adjacent properties

- Consider upper story setbacks (all 4 sides or just street(s) façade)
Yes, setbacks on all 4 sides of the building should be mandatory for the two top floors with a wedding cake stepped setback.

F – “Leave Bonus Height Provision in place with no changes” (this item is the Makers Consulting group preference)
An UNacceptable choice for Anacortes. It is in conflict with the fundamental direction and principals outlined in the 2016 Comprehensive Plan by the citizens of Anacortes who worked tirelessly over an extended time to preserve the character and small town feel of Anacortes. It is that small town feel and character that makes people want to live here.

It also diminishes interest in exploring other less invasive housing options that could be more affordable to the forgotten citizens and workers of Anacortes.

Page 1 of 2

G – “Possible combinations of concepts, change the ½ block of R4 east of “O” Ave, to Commercial and only allow the Bonus Height in the Commercial Use Zone”

Refer to my comment on Concept A (above)

H – “Other concepts generated by public comments and discussion”

Items that need to be addressed with any final decision:

*Remove the R4 Zone west of “O” Ave from the Bonus Height Provision. Concentrate the Bonus Height provision in the R4 Zone east of Commercial where there is * more unused and underutilized land, * property is already in transition from single-family to multifamily development, * streets are unfinished (no curb, gutter or sidewalks) and therefore parking issues could be more easily addressed and planned for with new development and Anacortes would achieve additional safety results with some much needed sidewalks that might entice folks to leave their cars at home and walk.*

There has been no indication through recent permit approval and evidenced by the multiple apartment and townhouse projects taking place in the R4 zone east of Commercial that developers are interested in including “affordable” units in their building projects. There is not one new building project in the R4 zone east of Commercial where the Bonus Height Provision is allowed, that has taken advantage of the Bonus Height Provision.

Concentrate taller buildings especially the BIG BOX design to the R4 Zone east of Commercial.....at least for now. If there is evidence that higher density of this kind of development is absolutely necessary then the discussion of BIG BOX development can be revisited in a couple of years.

Prevent/stop BIG BOX sprawl in R4 west of “O” Ave. Don’t let Anacortes become another Redmond, or Ballard.

Increased traffic placed on “M” Ave with any Big Box high rise project. “M” Ave cannot handle additional traffic as evidenced by multiple car crashes into parked cars and most recently a pedestrian hit by a moving car just last week. With the fragmented bicycle lane on the east side of “M” Ave, increase bicycle use, bicycles riding north in the southbound bicycle lane, electrical bicycles exceeding the 25 mile an hour speed limit, and lack of clear sight visibility at driveways, alleys and corners, more street parking increases these hazardous conditions already plaguing “M” Ave.

Explore, Promote and Incentivize other less intrusive housing options for both new construction and for home owners who would/could be motivated to create and ADU or build a Tiny House on their property for long term use. Explore and develop Land Trust housing, Co-Op and Live-work housing options to entice developers to these kinds of developments.

*Seriously consider creating and adopting a GOOD Tiny House Ordinance. **(Please do not** let the fiasco Tiny House projects in Seattle and created for unhoused individuals negatively influence this idea). Well-designed Tiny House Communities for working folks are out there.*

Don Measamer

From: daverill@comcast.net
Sent: Wednesday, December 14, 2022 9:49 AM
To: Don Measamer
Subject: R 4 Zone Bonus Height Concepts, AMC 19.42.050 (C)

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

To all the city leaders,
I was born and raised here in Anacortes. I still live here! Born actually where the library stands today. I have seen many changes but what I see happening with all these tall buildings is a travesty of what I thought our vision was for this beautiful city.
This proposed height increase to 65' from 45' must not happen for the sake of our city. The uniqueness of our city is what draws people out of the big cities to come visit our small town charm.
Once you make a decision to allow the height change the city will never return to what we have now. It will look like every other city and definitely lose what we love about living here. I vote no to the R 4 Zone Bonus Height Concepts.
Tracy Reisner Averill
303 7th Street
Anacortes, WA 98221

Don Measamer

From: Kim Tomczak <kimekimmy@gmail.com>
Sent: Wednesday, December 14, 2022 10:30 AM
To: Don Measamer
Subject: Height proposal issue

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

Dear Don:

As an Anacortes resident, I am very much against increasing the building height restriction from 45 ' to 65'.

Our small island town is charming and this would ruin that —please don't turn us into a Totem Lake or Bellingham type town. Buildings with that height also lead to other issues from population problems to parking problems and block the views of many who purchased or rented specifically for the views. Please keep Anacortes a small island town with charm

Sincerely,

Kim E. Kimmy

Don Measamer

From: Rich Tomczak <rich.tomczak@gmail.com>
Sent: Wednesday, December 14, 2022 10:40 AM
To: Don Measamer
Subject: 65' building height proposal

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

Dear Don:

I am against increasing the building height restriction from 45 ' to 65'. It would dramatically change the character of the town. Anacortes has a small town feel which is part of its charm. Taller buildings would lead to a higher population density. Then next thing you know we will have to pay to park in the downtown neighborhood like Bellingham. Not a pretty picture. Taller buildings may improve the view for a few but block the view for many, All the best, Rich Tomczak

Don Measamer

From: darlene.mindrum10@gmail.com
Sent: Wednesday, December 14, 2022 10:43 AM
To: Don Measamer
Cc: darlene.mindrum10@gmail.com
Subject: VARIANCE TO ALLOW FOR 65' CONDOS

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

To Whom It may Concern

I am writing to express my concern that the city is considering allowing a 65' high limit on condos. The MJB building that is currently being considered is on the waterfront and if it is allowed to go to 65' feet will no doubt affect the views of thousands of Anacortes residents. It is my understanding that if we allow for the 65' height, there will be additional utilities on top of that. I feel that we owe it to our long time community members to protect their views and sight corridors within reason.

In addition, Anacortes is a special place with a unique look and feel. I think we need to protect that as well. 65' is significantly higher than anything other existing structures.

Thank you for your consideration.

Sincerely,

Darlene Mindrum

1815 7th Street

Anacortes, WA 98221

360-840-9780

Don Measamer

From: Kathryn Bennett <bennettrk@comcast.net>
Sent: Wednesday, December 14, 2022 12:58 PM
To: Don Measamer
Subject: R4 Bonus Height Provision Support

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

Hi Don,

As an Anacortes resident, I support the City's purposed use of the bonus height incentive in the Commercial, Central Business District, and R4 zones was to allow for the most intense development in the City. I also want to support the ability of the MJB project to go forward with its project under this incentive.

Thank you for adding my comments to the mix.

Kate

Kathryn Bennett, LS'04

True North Consulting

helping leaders and organizations to find their way

Cell: 360.395.8727

Email: bennettrk@comcast.net



StrengthsFinder: Strategic ~ Belief ~ Ideation ~ Arranger ~ Learner

"Tell me, what is it you plan to do with your one wild and precious life?" —Mary Oliver



Virus-free. www.avg.com

Don Measamer

From: Steve Miller <ftdock1@comcast.net>
Sent: Wednesday, December 14, 2022 1:51 PM
To: Don Measamer
Subject: Re: Bonus Height Concepts

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

Re: Proposal - R4 Zone Bonus Height Concepts, AMC 19.42.050(C)

Dear Don and City Council and Planning Commission Members,

Anacortes is a beautiful city in a unique setting - at one time, so was Manhattan .and San Francisco.

The city does not need to start down the slippery slope of increased building height to 65'+, creating windy canyons, increased population density, unnecessary traffic congestion and parking problems.

People have invested their lives and residences here based on planning zones and ordinances that protect views, respect the ambience, and honor the environment.

Their trust should not be violated or thrown out the window in favor of developers seeking more profit out of every land footprint by building up, and stealing views to sell at even greater profit.

On behalf of my family, my neighbors and my fellow like-minded citizens we strongly oppose approving such extravagant increases in building heights, including and especially the waterfront development project.

Respectfully submitted,

Stephen and Betty Miller
4303 E Avenue
Anacortes, WA 98221

Don Measamer

From: Linda Dobbs <lraedobbs@outlook.com>
Sent: Wednesday, December 14, 2022 1:52 PM
To: Don Measamer
Subject: Building height

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

I am strongly opposed to increasing the building height in Anacortes from 45 feet to 65 feet. A significant part of the character and charm of Anacortes comes from the shared views created by the current height limits. This open vista and is a gift to all the citizens of the town, please do not take away this gift currently available to all citizens for the benefit of a few,

Sent from my iPhone

Don Measamer

From: Alexander Jones <arj.jones@gmail.com>
Sent: Wednesday, December 14, 2022 2:21 PM
To: Don Measamer
Subject: 65' Buildings

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

DON,

I am concerned, as a tax paying citizen, that this proposed change will be detrimental to Anacortes.

I understand that the scarcity of real estate and the desire for more views will drive demand for ever taller buildings. And I understand that this will bring revenue to the owners of those properties.

But I am concerned that there will be a negative effect as well. While additional taxable properties will be created, you will also devalue and collect less tax from those properties overshadowed by the taller piece. As the prevalence of 65 footers increases, the character of the town will change driving down it's uniqueness and desirability, creating further downward pressure on value and taxes, and ultimately demand for the town.

Increasing the allowable height to 65' is a short term gain for a few (mostly outsiders), and a long term loss for the town.

--

Al Jones
arj.jones@gmail.com
860-866-8382 cell

Don Measamer

From: M D <structures206@gmail.com>
Sent: Wednesday, December 14, 2022 2:23 PM
To: Don Measamer
Subject: Opposition to "R 4 Zone Bonus Height Concepts, AMC 19.42.050(C)"

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Anacortes resident writing to vehemently oppose "R 4 Zone Bonus Height Concepts, AMC 19.42.050(C)".

William Daniel
7571 Crescent Lane
Anacortes, WA 98221

Also, opportunity to comment was not fairly distributed to the Anacortes community! Comment period should remain open.

Thank you,

William Daniel

Don Measamer

From: Marsa Daniel <marsadaniel@hotmail.com>
Sent: Wednesday, December 14, 2022 2:28 PM
To: Don Measamer
Subject: "R 4 Zone Bonus Height Concepts, AMC 19.42.050(C)"

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Writing to **oppose** AMC 19.42.050(C)
"R 4 Zone Bonus Height Concepts, AMC 19.42.050(C)".

Though we understand that increased density is necessary to meet the housing needs of the community, this proposed increase in building height threatens to greatly diminish what makes the City of Anacortes a special place to live and visit: our connection to, and respect for, the natural environment around us.
We oppose this legislation.

Property owner:
Marsa Daniel
1715 12th St
Anacortes, WA 98221

Please confirm receipt of this email. Thank you!

Don Measamer

From: pcc2007@comcast.net
Sent: Wednesday, December 14, 2022 3:02 PM
To: Don Measamer
Subject: ("R 4 ZoneBonus Height Concepts, AMC 19.42.050(C)")

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

Dear Mr. Measamer,

Please add my name to the list of Anacortes citizens greatly concerned, indeed definitely opposed to the concept of allowing buildings of up to 65' in height, with the additional allowance of perhaps up to 15 more feet in height for mechanical devices.

That would equal a potential 80' of view obstructions that would separate the business and neighborhood core from Seafarers Memorial Park to the Anacortes Marina from the easterly views of the water, mountains, and the beautiful Skagit Valley.

Please, please consider the irretrievable loss to our city, it's citizens, and the thousands of visitors who come to enjoy our fair city.

Respectfully,

Mike Pearl
1617 O Ave,
Anacortes WA, 98221
360-708-0388

Don Measamer

From: Claudia Pearl <claudiapearl@hotmail.com>
Sent: Wednesday, December 14, 2022 3:06 PM
To: Don Measamer
Subject: Changes to height ordinance in R4 Zone

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

Claudia Pearl
1617 O Avenue
Anacortes WA 98221

R4 Zone Bonus Height Concepts AMC 19.42.050C

**While I recognize the need for additional housing in the downtown core
And the need for relocation of Skyline residents as they age and are
unable to drive, I fear for the loss of light and views for all of us lowland
landowners. This seems like the addition of a bank of tall buildings...
a WALL... cutting the smaller houses off from the sky. Are there provisions
for "sight corridors" at least? Our city has prided itself on public access
and I understand that there will be public access to a waterfront trail in the
planned new area. Please please please approach your planning with
caution and an eye to a beautiful environment for all of our community
residents. Thankyou, Claudia Pearl
Sent from [Mail](#) for Windows**

Don Measamer

From: Jim Blais <JBlais@gmccinc.com>
Sent: Wednesday, December 14, 2022 3:35 PM
To: Don Measamer
Subject: R4 Bonus Heights

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

Don,

I am emailing you in order to provide public comment on the R4 Bonus Height provisions. MJB Properties, respectfully requests that the City follows the recommendations of Makers Architecture, ending the moratorium and making no changes to the existing code.

The bonus height provisions were established during the 2016 Comprehensive Plan. During that process the bonus height provisions were highly vetted by the City's consultants, the Planning Commission, the Council and the citizens of Anacortes. Though not unanimous, the citizens of Anacortes agreed to the bonus height provisions. The City shouldn't disregard years of work and hundreds of comments from the public all at the first sign of a taller building.

It should also be noted that the City knows it has a housing shortage on its hands. It needs more housing and cheaper housing for its residents. The bonus height provisions will help the City's housing needs as the increased height allowances add density and many times make projects pencil where they wouldn't otherwise. Limiting heights will simply put more constraints on the City's housing.

Thank you for your consideration of these comments, I hope you remove the moratorium and allow the bonus height provisions to remain.

Thank you,

Jimmy Blais
Merlino Properties
206-255-5153

December 14, 2022

City of Anacortes
Planning Commission
2201 30th St
Anacortes, WA 98221

Dear Planning Commission:

I am writing to express my support for the City of Anacortes to allow the current moratorium of the additional 10-foot incentive in the R-4 zoned property west of Commercial Avenue to end.

We believe that the current growth management plan in place in Anacortes to allow for higher density in this R-4 zoned area west of Commercial makes good sense. This is the only way I can see to add work force housing to a market with a severely low vacancy rate. There is not enough housing and four-story apartments are not financially viable for us as an apartment developer. We would like to build more five story apartments but cannot do so until this moratorium is lifted.

Thank you.

Sincerely,



Bradford Augustine
Managing Member

Don Measamer

From: Jim Renfro <jgrenfro12@gmail.com>
Sent: Wednesday, December 14, 2022 4:15 PM
To: Don Measamer
Subject: Building heigh ordinance comment

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

Hi Don,

The recent 4 story buildings downtown turned out to be less obtrusive than I had expected. Assuming the Town Council diligently maintains zoning ordinances as part of a consistent, comprehensive community plan I would be in favor of allowing selective use of 65' height limitations.

thank you,

Jim Renfro

Don Measamer

From: Cynthia Richardson <richrson@cnw.com>
Sent: Sunday, January 1, 2023 1:08 PM
To: Don Measamer
Cc: Libby Grage
Subject: comments on R4 zoning options

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

Please forward the following comments to the Anacortes Planning Commission for their consideration in making a decision on the R4 zoning issues.

I AM VERY STRONGLY IN FAVOR OF CONCEPT G

Remove the bonus height provision from the area west of O Avenue.

- This neighborhood consists of an interesting mix of smaller multifamily buildings (most are 6 units or less and only 2 stories tall) with older single family homes on small lots. This sociable neighborhood tends to be more affordable to working folks. It is close to schools and services and is worth preserving as a neighborhood. 4-story buildings will still change the scale over time, but it will be less overwhelming than 5-story buildings.

Change the $\frac{1}{2}$ block on the east side of O Avenue to Commercial and allow bonus height there

- It simply makes sense to separate zones by the 80' width of a street, rather than splitting a block into 2 different zones (and even having some properties split into 2 different zones). This is the time to end that oddity of our zoning.
- A commercial area only $\frac{1}{2}$ block wide restricts options for commercial and mixed-use development that will be needed as the city grows in coming decades.

- Extending the Commercial zone to O Avenue will encourage development of businesses that provide services and employment for new residents of the multifamily housing expected in the area.
- This change can be made by adopting the Commercial zone standards in this R4 area NOW as a development regulation change, and then in the next Comp Plan cycle change it from R4 to Commercial on the zoning map. No need to wait.

The presentation makes some statements that raise questions:

- “Four- story buildings (with a 40-foot height limit) are generally not economical with Anacortes’s land values”

If a 5-story building is allowed, will builders be willing to pay more for the land, and thus raise land values even more? Will that affect the assessed value and taxes of modest existing homes, making them less affordable?

- “Higher construction costs may require developers to build residential products that offer a greater return on investment.”

How does more profit for builders encourage affordable housing?

- “Per-square-foot construction costs are relatively constant for multifamily buildings between three and six stories.”

If considerably more land is needed for more parking for the taller building, won't that also raise land values? Is that included in the construction cost calculation?

- “In general, multistory housing benefits from economics of scale (the bigger and taller the building, the cheaper it should be by the square foot). This is true up through about 3 floor. At four floors, additional factors increase dramatically (versus three), but only increase incrementally when a fifth level is added.”

This statement partially contradicts the previous one. Are costs relatively constant through 6 stories or not? Maybe 5 stories will get more units but they'll cost more. Maybe 3 stories are the best way to get more affordable units.

- "The R4 bonus height program has clearly demonstrated its success in making progress on those objectives."

Only 2 buildings have been built under the bonus program. That's hardly enough to clearly demonstrate success.

- "Ending the moratorium will likely encourage additional housing development."
Most of the new multifamily buildings currently being built are 2-3 stories, even in the R4 areas not affected by the moratorium. Why are builders not choosing to build to the maximum height? It may be wishful thinking to assume that we'll get a lot of 5-story buildings with "affordable" units.

- "Extends potential for commercial development impacts closer to SFR neighborhoods"
Commercial development would still be separated from the nearest R3 neighborhood by 2 blocks of R4 and the full widths of O Ave. and M Ave. $\frac{1}{2}$ block closer won't significantly impact the R3 neighborhood, but will make the Commercial zone more rational by not putting it right up against the R4 zone with no intervening street.

This entire area is already developed. New construction will require tearing down existing housing. As land values rise, owners of modest older homes will have no incentive to invest in their homes. Why not just let them deteriorate and become a blight on the neighborhood? Why should they repair or improve the house if they can make more money by selling it to a builder who will just demolish it anyhow? Will this create a slum neighborhood?

Maybe with taller buildings we will get more new high priced multifamily units, but in doing so we lose some of our stock of ordinary inexpensive older homes. Thus, the number of units goes up, but the number of "affordable" units could end up going down, and a modest in-city neighborhood is lost.

Submitted by

Cynthia Richardson
315 V Avenue
Anacortes, WA 98221
360-299-9081

Anacortes Housing Action Plan

R4 Height Bonus Moratorium - Memo

TO: Don Measamer, Anacortes Planning, Community & Economic Development Department

FROM: MAKERS Architecture & Urban Design and Leland Consulting Group

DATE: September 27, 2022

Background

MAKERS and LCG are working on the Anacortes Housing Action Plan and have been asked for recommendations on ending the moratorium for the height bonus in the R4 zone.

Recommendation

End the moratorium with no code changes.

Rationale

Anacortes needs more housing to meet demand and provide options to residents. The R4 bonus height program has clearly demonstrated its success in making progress on those objectives.

Ending the moratorium will likely encourage additional housing development. Four-story buildings (with a 40-foot height limit) are generally not economical with Anacortes's land values and the ongoing and unprecedented increases in construction costs (2021 multifamily construction costs were 23% higher than pre-pandemic 2019, and preliminary data for 2022 indicates an even greater jump).

Higher construction costs may require developers to build residential products that offer a greater return on investment. Per-unit rent is generally less for larger/taller buildings because more stories allows more units which can spread out the costs of construction. Per-square-foot construction costs are relatively constant for multifamily buildings between three and six stories.

Since 2016 Anacortes has seen an average of 101 new dwelling units built per year. An acceleration in housing production is needed to meet the Comprehensive Plan's 2016-2036 target average of 131 units per year. Taller building heights also make more efficient use of land, and Anacortes has perhaps 10-15 years of developable land remaining with current zoning. In addition, the potential for increasing the number of smaller units is important to provide housing which matches Anacortes's higher-than-average share of senior residents and people living alone.

Vacancies among Anacortes's housing inventory are very low, indicating a tight market and constrained supply. Figure 1 shows home values have been increasing at much greater rates than both rent and incomes in Anacortes. Home prices in 2020 were 70% greater than in 2012, while rent and incomes were about 25%

greater than in 2012. Up until 2018, Anacortes's median income growth lagged behind the rent increase, though recent stakeholder feedback suggests rent prices are now increasing faster than median incomes can keep up.

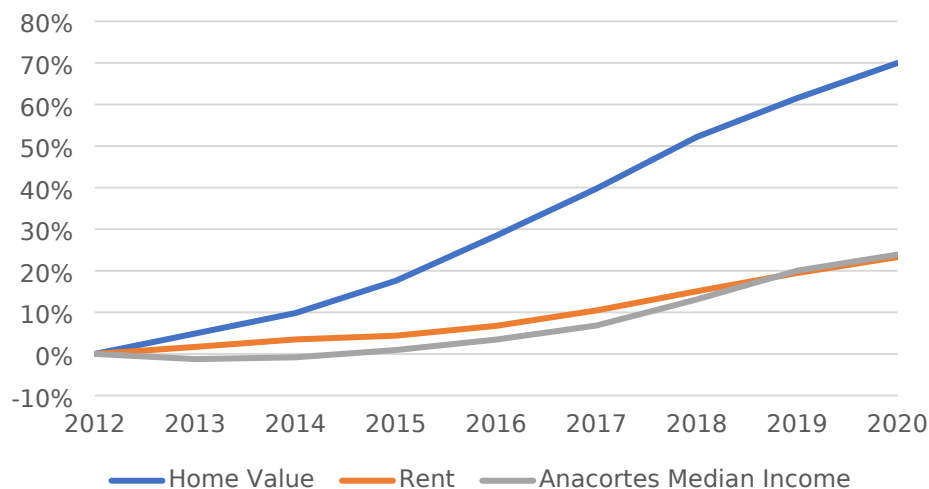


Figure 1. Home Prices, Rents, and Incomes in Anacortes, indexed to 2012. Source: Zillow 2020, ACS 2010-2020 5-Year Estimates

Figure 2 shows the relationship between what the typical Anacortes household earns in a year and the amount they would need to earn to afford the typical Anacortes home, given the most recent home price, interest rate, tax and income data available. The income needed to afford the median home in the city is about \$83,500 more than the median household currently earns. Or, to put it another way, the typical Anacortes household could afford a home worth about \$350,000, but the typical home in the city is worth over twice as much, at \$706,000.

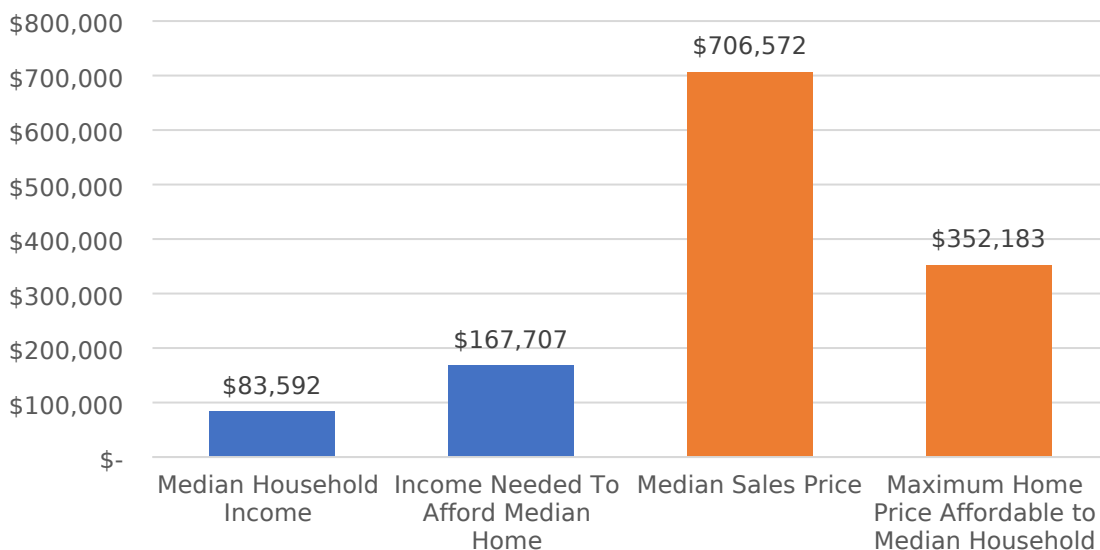


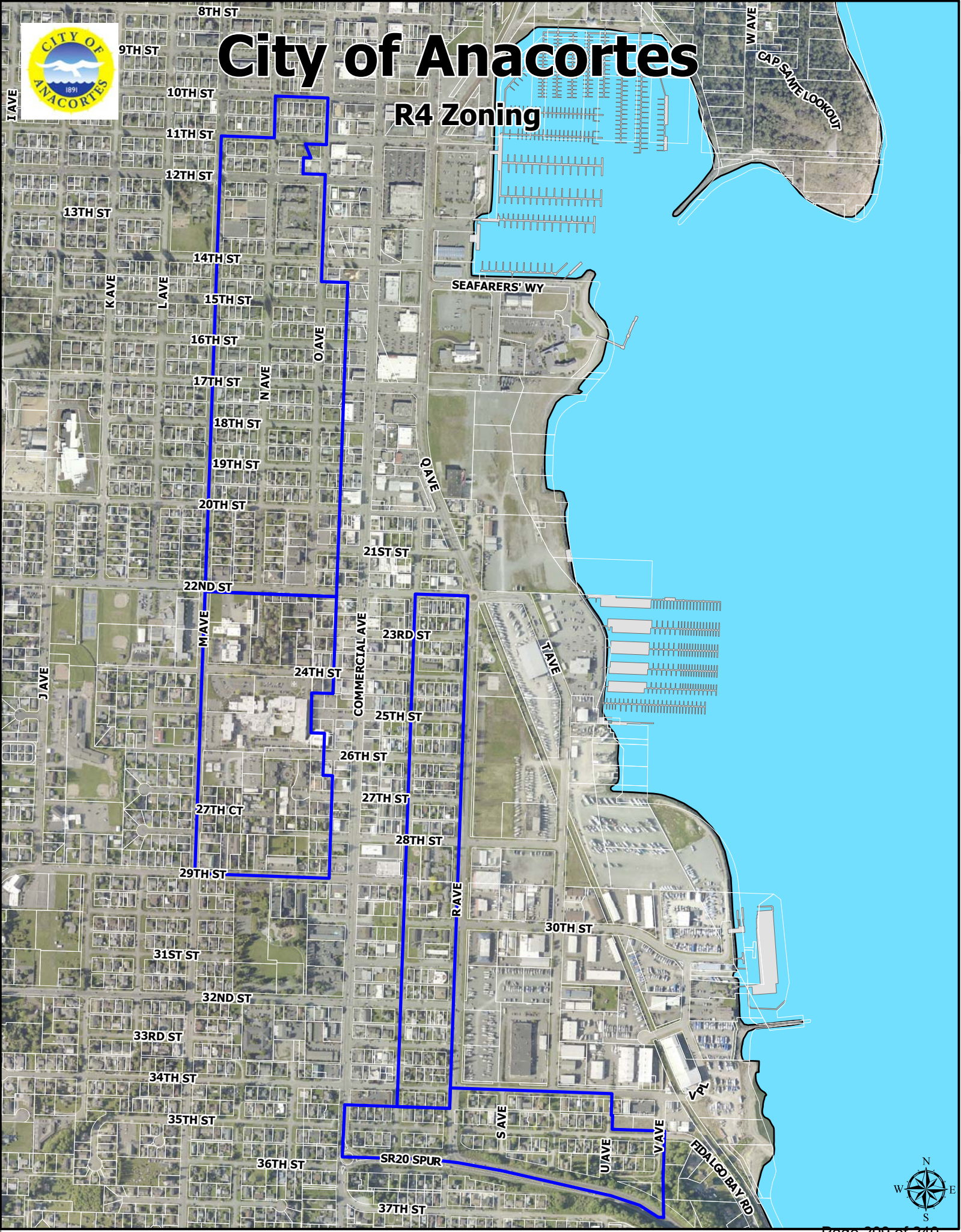
Figure 2. Ownership Housing Affordability in Anacortes. Source: Zillow, Freddie Mac, ESRI, Leland Consulting Group

In short, increasing zoned capacity and increasing the physical housing supply to meet demand is the best understood method of stabilizing housing prices. We appreciate the opportunity to comment on this matter. Please contact us should you have any further questions.



City of Anacortes

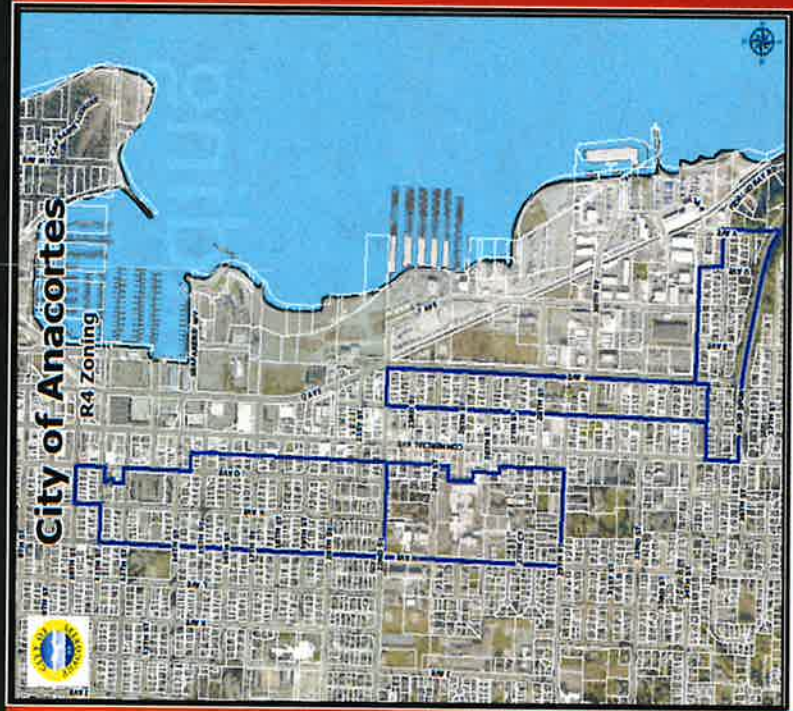
R4 Zoning



R4 Zone Building Height

Planning Commission
December 2022

R4 Use Zone



AMC 19.42 Bonus Incentives

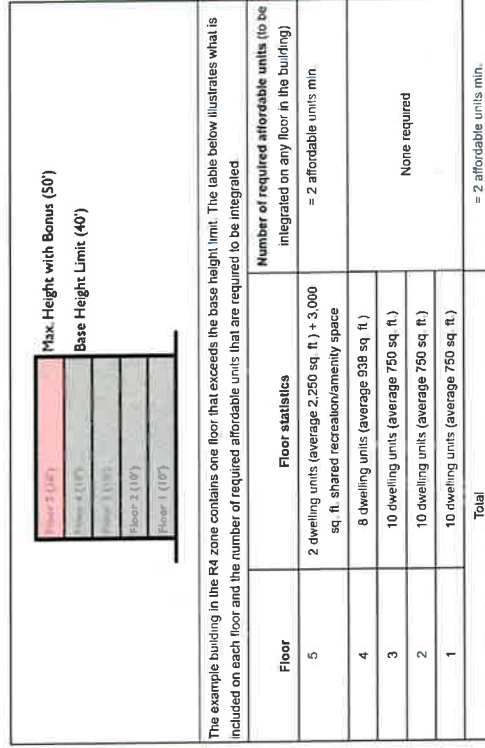
19.42.050 Bonus incentives in the R4, C, and CBD zones. 🔍 📄 📌

🔍 This section was recently added by Ordinance 3040, codified in November 2019.

- A. *Purpose.* To allow flexibility in building height in exchange for the integration of affordable dwelling units into the development.
- B. *Applicability.* Height bonuses are available to development in the R4, C, and CBD zones as established in this chapter, provided it complies with one of the affordable housing options in this section.
- C. *Option 1: Small Units.* Developments where at least 25 percent of the total dwelling units contain no more than 600 square feet of gross floor area qualify for the height bonus.
- D. *Option 2: Affordable Units.* Developments that integrate affordable dwelling units per the standards below qualify for the height bonus.
 1. For every three dwelling units occupying floor area above the base height limit, at least one affordable dwelling unit must be integrated into the development. Dwelling units larger than 1,400 square feet (leasable/living area, excluding common hallways) qualify as two standard dwelling units. Note: Applicable floor area over base height limit refers to any floor-to-ceiling space of applicable dwelling units or shared recreational or amenity space that exceeds the base height limit established in Tables 19.42.020 and 19.42.030. See Figure 19.42.050 for an example.
 2. For every 2,000 square feet of shared recreational or amenity space that is integrated into floor area that occupies space above the base height limit, at least one affordable dwelling must be integrated into the development.

Figure 19.42.050

Height bonus example—How affordable housing requirements are measured.



Planning For the Future

Anacortes is planning for the future, consistent with the community's vision and values



2019 Development Regulations Update

- Implementing key Comp. Plan land use and housing goals and policies
 - Changes to zone designations per the Comprehensive Plan
 - New standards for housing types, including small lot, accessory dwelling units, cottages, townhouses, apartments, condos
 - Expanded provisions for ADUs, including changes to height, parking, location standards
 - New site and building design standards
 - Parking code updates to bring requirements into alignment with actual parking demand needs
 - **New affordable housing provisions and bonus incentives**
 - **E.g. Bonus height incentives**

What & Where is the R4 Zone?

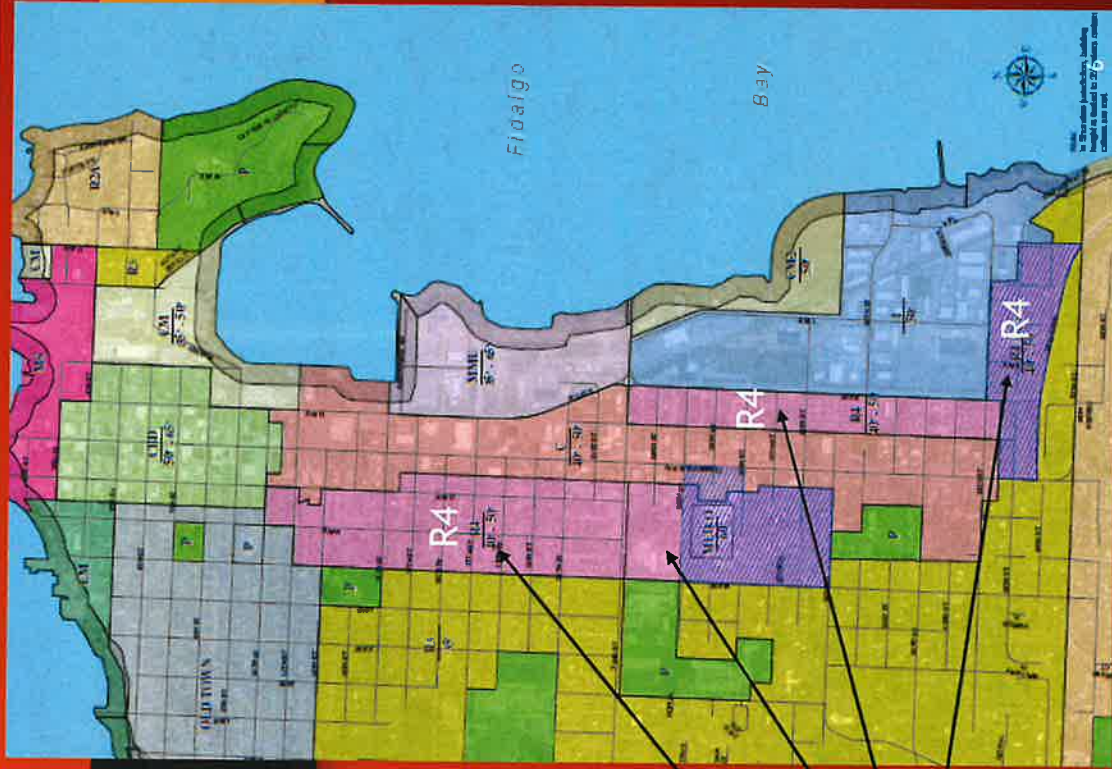
Residential High Density

Purpose: This designation provides for urbanized areas with a mixture of multifamily dwelling units that are within walking distance of public transit and commercial/employment areas and/or community facilities. This designation creates a transition from high intensity uses, such as commercial or industrial development, to lower intensity residential areas.

Principal uses & density: A mixture of single and multifamily dwelling units. Some commercial uses may be permitted. There is no prescribed density limit, except in designated areas away from downtown and South Commercial Avenue (up to 18 dwelling units per gross acre).

Special topics to explore: Consider adopting density minimums for new development; and consider uses that provide neighborhood gathering places.

R4
R4a



- R4 zone north of 22nd St. has been zoned R4 for several decades
- R4 zone south of 22nd Street are recently zoned R4 (changed from R3, R4A, R4B)

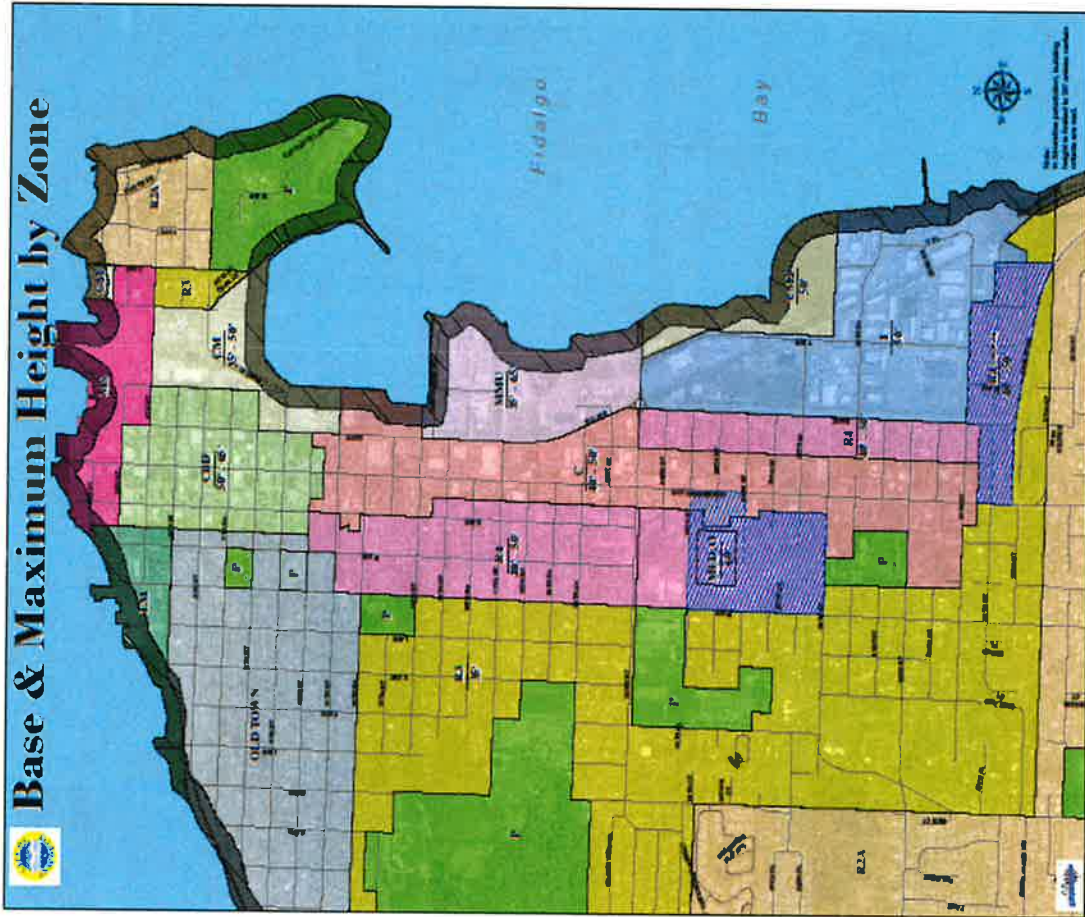
R4 Zone History



The area between 10th and 22nd has been designated Residential High Density (RH) Since at least 1978. Over time the form, intensity standards and permitted uses Have been adjusted.

In 1994(Ord. 2316) permitted uses included SFRs, MFR, Boarding and rooming houses, clinics, beauty salons, hospitals,mortuaries, offices, galleries, schools, public facilities, parks and B&Bs. Maximum building heights 35' and 50 ' for non-residential space.

In 2008(Ord. 2794) the use and height standards were changed to remove offices, galleries, congregate care and assisted living and group homes from permitted uses. The maximum building height was changed to 40' .



Concepts Forwarded from City Council Meeting June 27, 2022

	Concept	Advantages	Disadvantages/ Challenges	Implementation
A	Rezone the ½ block between the Commercial zone and O Avenue from R4 to Commercial	- Commercial zone still allows single purpose multifamily - Increases development options for affected property owners - Makes some existing businesses conforming	- Makes existing SFRs/duplexes nonconforming - Extends potential for commercial development impacts closer to SFR neighborhoods - Does not address neighborhood's concerns about incompatibility, view blockages - Potential increase in commercial traffic on O Ave.	Requires comprehensive plan amendment (map at least) and rezone
B	Modify applicability of the bonus height provisions to only apply to R4 study area east of O Ave.	Increases housing supply adjacent to, employment, services, and transit	Does not address neighborhood's concerns about larger structure incompatibility, view blockages	Development regulation amendment
C	Modify applicability of the bonus height provisions to terminate at the east side of N Avenue.	Increases housing supply adjacent to, employment, services, and transit	Does not address neighborhood's concerns about larger structure incompatibility, view blockages	
D	Do not allow roof decks on buildings over a certain height	Results in more open space being provided on ground level, which may be more in keeping with surrounding neighborhood	Reduces developable area and may make feasibility more challenging	Development regulation amendment

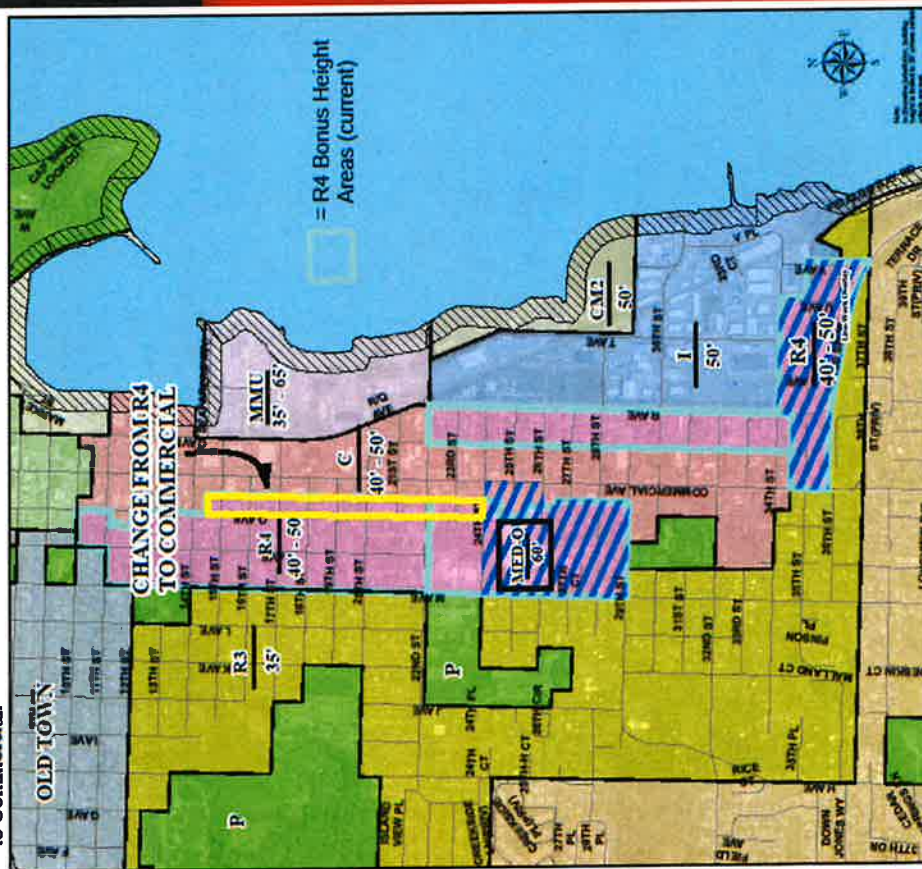
Concepts Discussion

E	- Refine design standards to mitigate increased height impacts on streetscape and adjacent properties - Consider upper story setbacks (all 4 sides or just street facade?)	May help lessen bulk/height impacts	Reduces number of units that can be developed	Development regulation amendment
F	Leave bonus height provisions in place with no changes	Encourages development of multifamily residences	May not address neighborhood concerns	No amendments to comp plan or development regulations
G	Possible combinations of concepts, change the 1/2 block of R4 east of O Ave to Commercial and only allow the bonus height in the Commercial Use Zone	Allows for the bonus height provisions in the commercial use zone and stops at O Ave	Would allow various commercial uses up to O Ave, such as offices, retail, personal services.	Comp Plan amendment and development regulation amendment
H	Other concepts generated by public comments and discussion			

Concept A

Description

Rezoning the 1/2 block between the Commercial zone and O Avenue from R4 to Commercial.

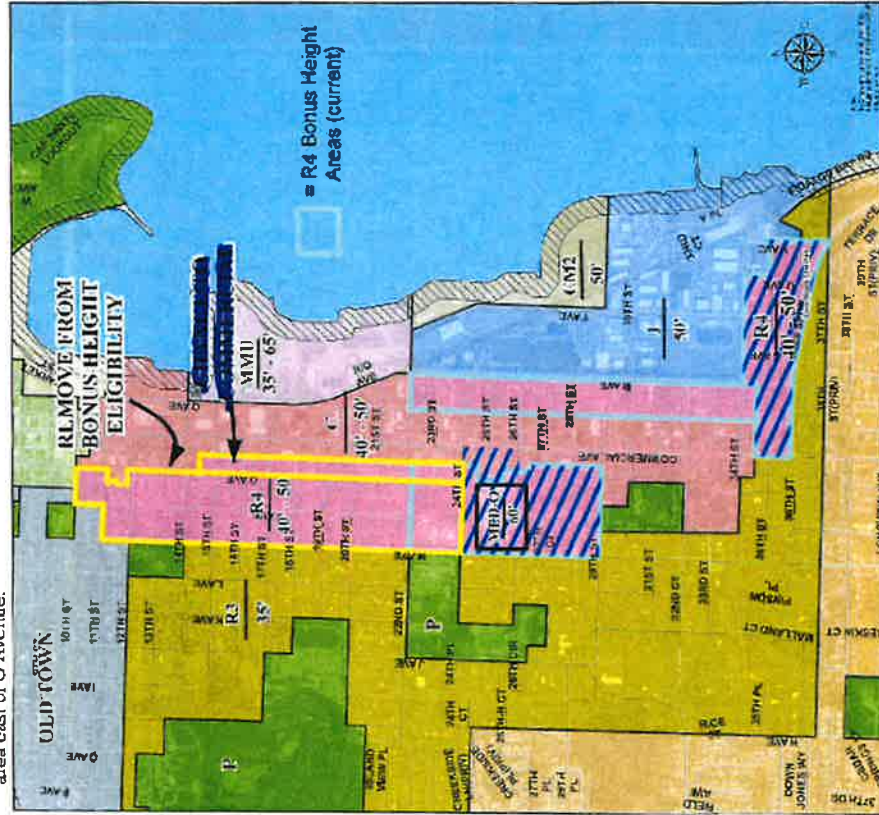


Anacortes R4 Zone Building Height Discussion

Concept B

Description

Modify the applicability of the bonus height provisions to only apply to R4 area east of O Avenue.

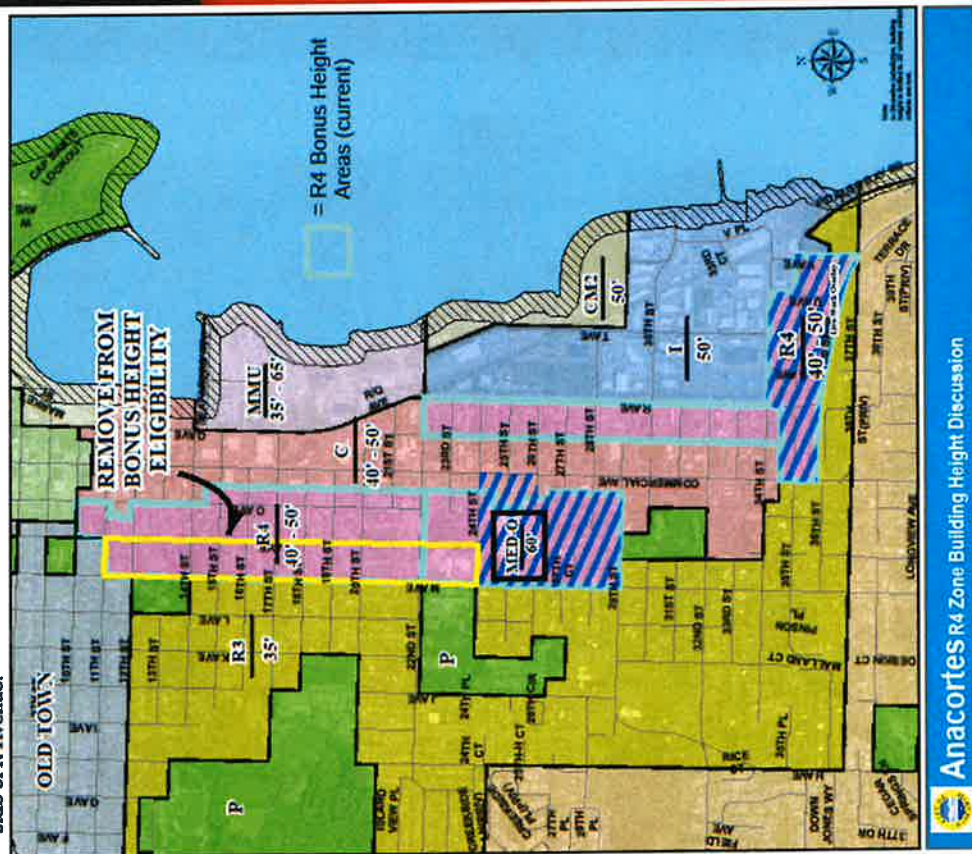


Anacortes R4 Zone Building Height Discussion

Concept C

Description

Modify the applicability of the bonus height provisions to terminate at the east side of N Avenue.



Anacortes R4 Zone Building Height Discussion

Concept D

Description

Do not allow roof decks on buildings over a certain height.



ANACORTES RM Zone Building Height Discussion

Public Meeting/Workshop 12, 2020

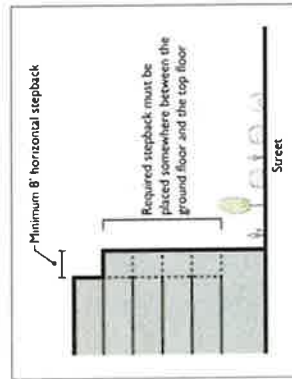
Concept E

Description

Refine design standards to mitigate increased height on streetscape and/or adjacent properties.

Examples of current standards in other zones that are applicable to taller buildings:

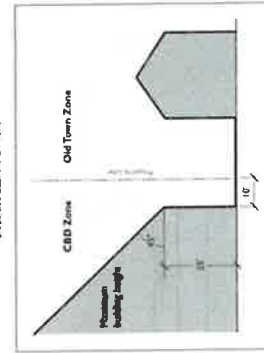
Illustration of required building setbacks for tall buildings



Tall building setbacks currently apply to new buildings exceeding the base height in CBD and MMU zones.

Increased side setbacks, including an increase at a 45-degree angle inward up to the maximum height apply to CBD-zoned properties abutting Old Town.

Outlining minimum setbacks side setbacks where CBD zones abut Old Town



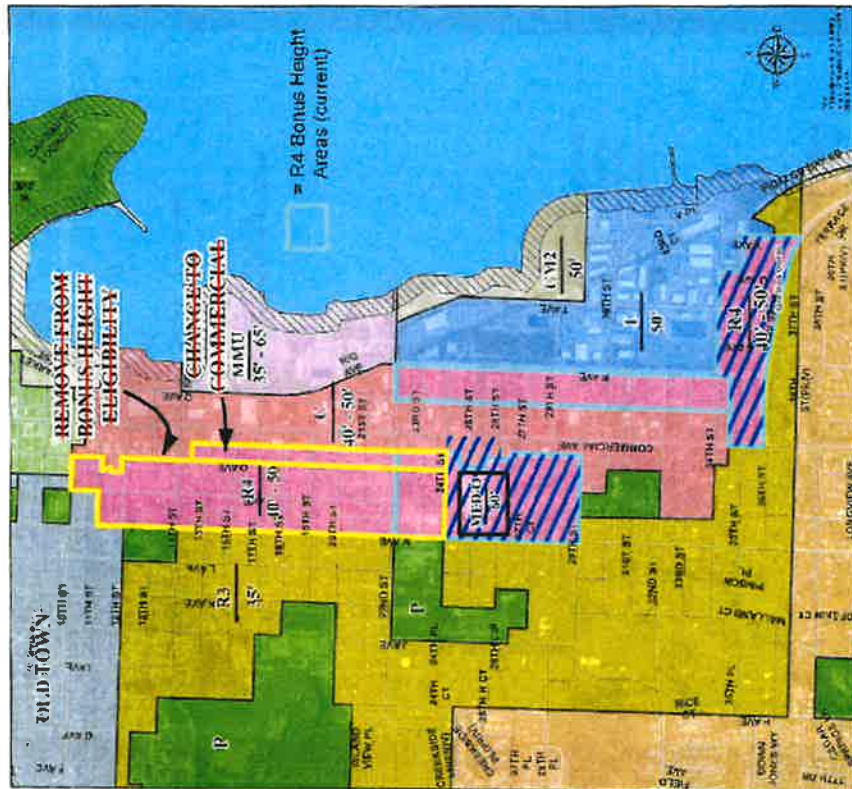
ANACORTES R4 Zone Building Height Discussion

Public Meeting February 25, 2020

Concept F

Description

Leave Bonus Height provisions in place with no changes.

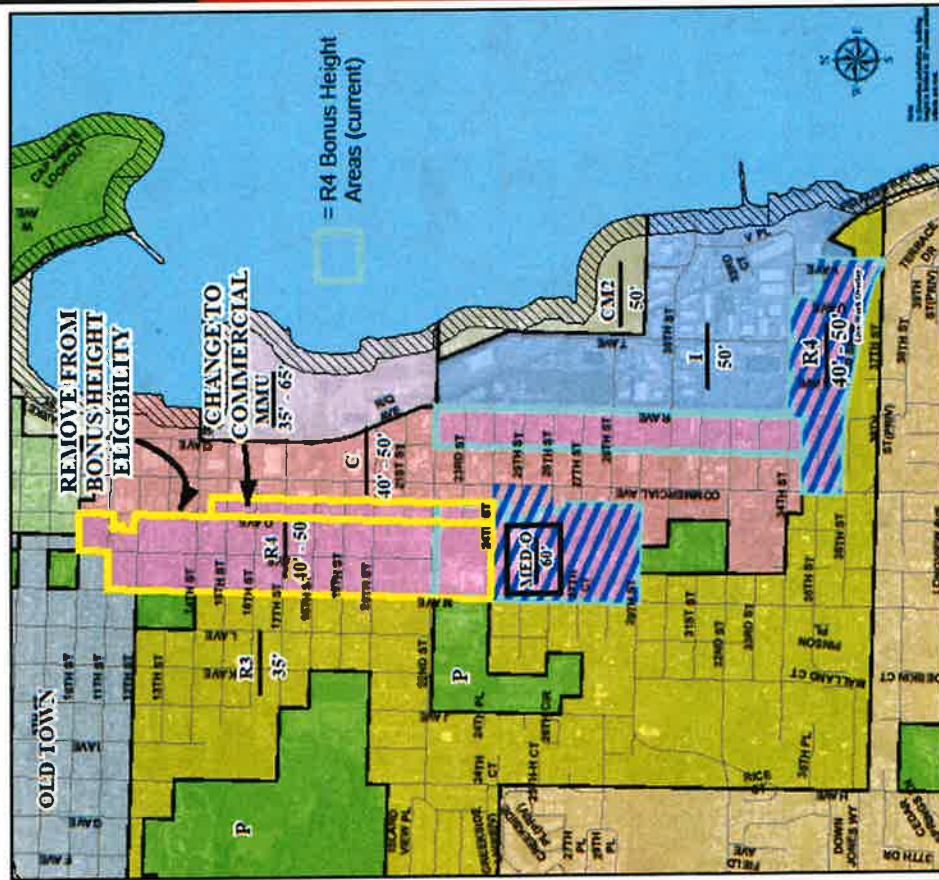


Anacortes R4 Zone Building Height Discussion

Concept G

Description

Combination of concepts.



Anacortes R4 Zone Building Height Discussion

Anacortes Housing Action Plan

During development of the Housing Action Plan it was identified that the average number of new dwelling units constructed yearly of 101 is well below the Comprehensive Plans 2016-2036 target average of 131 units per year to meet population growth.

Taller building heights make more efficient use of land, limited land left for single family units.

Median home sales price in Anacortes \$706,572, income needed to afford median home \$167,707, median income Aprx \$83,592

Vacancies among Anacortes's housing inventory very low, tight market and limited supply, lack of buildable land.

Recommendation from Makers to end Moratorium on bonus height therefore incentivizing construction of more dwelling units.

Concepts - For Discussion

	Concept	Advantages	Disadvantages / Challenges	Implementation
A	Rezone the 1/2 block between the Commercial zone and O Avenue from RM to Commercial	- Commercial zone still allows single purpose multifamily property owners - Increases development options for affected property owners - Makes some existing businesses conforming	- Makes existing SFRs/apartments nonconforming - Extends potential for commercial development impacts closer to SFR neighborhoods - Does not address neighborhood's concerns about incompatibility, view blockages - Potential increase in commercial traffic on O Ave.	Requires comprehensive plan amendment (map as legal) and zoning
B	Modify applicability of the bonus height provision to only apply to RM study area east of O Ave.	Increases housing supply adjacent to, employment, services, and transit	Does not address neighborhood's concerns about larger structure incompatibility, view blockages	Development regulation amendment
C	Modify applicability of the bonus height provision to terminate at the east side of N Avenue	Increases housing supply adjacent to, employment, services, and transit	Does not address neighborhood's concerns about larger structure incompatibility, view blockages	
D	Do not allow roof decks on buildings over a certain height	Results in more open space being provided on ground level, which may be more in keeping with surrounding neighborhood	Reduces developable area and may make feasibility more challenging	Development regulation amendment
E	Refine design standards to mitigate increased height impacts on streetscape and adjacent properties Consider upper story setbacks (all 4 sides or just street facade?)	May help lessen bulk height impacts	Reduces number of units that can be developed	Development regulation amendment
F	Leave bonus height provisions in place with no changes	Encourages development of multifamily residences	May not address neighborhood concerns	No amendments to comp plan or development regulations
G	Possible combinations of concepts, change the 1/2 block of RM east of O Ave to Commercial and only allow the bonus height in the Commercial Use Zone	Allows for the bonus height provisions in the commercial use zone and stops at O Ave	Would allow various commercial uses up to O Ave, such as offices, retail, personal services.	Comp Plan amendment and development regulation amendment
H	Other concepts generated by public comments and discussion			

- i** Strike AMC 19.42.040 (Bonus incentives, generally) because it repeats other sections, which violates the legal writing principle of stating a rule only once.

19.42.040 — ~~Bonus incentives, generally.~~

~~A. Purpose. To offer flexibility to allowable density or height in strategic zones in exchange for the integration of permanent open space or affordable housing units.~~

~~B. Applicability.~~

~~1. The bonus incentive provisions of this chapter apply to the following situations:~~

~~a. Height bonuses in the R4, C, and CBD zones as established in Table 19.42.030 (see AMC 19.42.050).~~

~~b. Height bonuses in several mixed-use and industrial zones (see AMC 19.42.060 and 19.42.070).~~

~~2. The provisions of this section are optional.~~

19.42.050 Bonus incentives in the R4, C, ~~and~~ CBD, and MED-O zones.

A. *Purpose.* To allow flexibility in building height in exchange for the integration of ~~affordable less expensive~~ dwelling units into the development.

- i** With respect to R4, restrict bonus height program to the area east of O Ave plus the medical overlay zone west of O Ave. MED-O contains existing apartments (including AFC) and significant vacant parcels where taller buildings would be more consistent with existing development.

B. *Applicability.* ~~Height bonuses are available to development in the R4, C, and CBD zones as established in this chapter, provided it complies with one of the affordable housing options in this section. This section applies to development in:~~

1. The R4 zone east of O Ave;

2. The C zone;

3. The CBD zone; and

4. The MED-O overlay zone.

C. *Option 1: Small Units.* Developments where at least ~~25-30~~ percent of the total dwelling units contain no more than 600 square feet of gross floor area qualify for the height bonus. Developments that exercise this option are subject to half the open space required under AMC 19.62.040.B, and up to 100% of the required open space may be provided by common indoor recreation areas or balconies.

- i** The open space requirement in AMC 19.62.040 effectively requires a flat-topped building with a rooftop deck and an elevator shaft that extends 10 feet *above* the bonus height limit. Planning experts from Opticos recommend elimination of such private open space requirements in urban areas, because the “urban area is the amenity.” (Zoning Hacks for Missing Middle Housing, 2019).

D. *Option 2: Affordable Units.* [No change]

MEMO

DATE: January 27, 2023

TO: City Council: Ryan Walters, Anthony Young, Carolyn Moulton, Bruce McDougall,
Amanda Hubik, Jeremy Carter, Christine Cleland-McGrath

Mayor: Matt Miller

FROM: Mary Jo McArdle, Anacortes citizen and homeowner

RE: Bonus Height Moratorium in R-4 Zone West of Commercial

I am writing to continue to voice my objection to reinstating the bonus height provision within the R-4 zone **west** of Commercial Ave and west of the Commercial zone.

Although the Planning Commission unanimously voted to choose Option F - allowing the moratorium to expire with no changes I urge you to choose another option.

The R-4 zone that is east of Commercial Ave is a very different neighborhood than the R-4 neighborhood west of Commercial Ave.

R-4 East

R-4 (east) is and has been an area with mixed uses including industrial, commercial and health as well as single-family homes and most of the multi-family, townhomes and condominiums in the City. The streets have no curb, gutter, sidewalk infrastructure. A number of single-family homes are in disrepair. Yards are in varying states of confusion. This section of R-4 has been in a state of transition for some time as if trying to figure out whom they want to become.

R-4 (east) of Commercial is where there is the land available for large tall residential units utilizing the bonus height provision and is where most if not all of the multi-family housing has occurred in the past several years. The public records indicate a pattern of property value that is lower than values on properties west of Commercial. This provides potential less initial investment for developers.

Not one of the recent developments has taken advantage of the bonus height provision. Not one development has proposed an elevator.

Not one development has been constructed above the allowed R-4 40 ft height.

Curbs, gutters and sidewalks would be constructed via the individual developments instead of taxes.

Streets are wide and there are more opportunities to thoughtfully design and address parking for high-density residential developments.

The remaining single-family residences would gain the safety of new sidewalks curbs, gutters and storm drainage as well of curb appeal enhancing the neighborhood

R-4 (east) has easy access to public transportation along R Ave via Skagit Bus #410 with connections to both east and south at March Point Park and Ride and to the local Anacortes Skagit Bus #409 to connect with schools, hospital, senior center and the pool.

R-4 West

R-4 (west) with the exception of a couple of religious facilities, a couple of small medical/health offices, a couple of condo/cottage and apartment complexes are almost exclusively small single-family one and two story homes. The streets are finished with curbs, gutters, and intermittent sidewalks. There is pride in ownership as shown by the care given to homes and yards in this neighborhood. This section of R-4 has figured out what they are and how they want to continue to be.

R-4 (west) residents voicing opposition to the bonus height provision in the R-4 zone that is west of Commercial does not mean that apartment/affordable housing cannot be built there. Rather it lessens the impact on the surrounding one and two story residences by maintaining a 40 ft height limit on units proposed for the west side of Commercial. This helps to lessen the negative impact of tall buildings and helps to preserve the small town character of Anacortes that does continue outside of the Old Town zone.

Fidalgo Flats residents vehicles have overflowed on both O Ave and 18th beyond the required parking permitted under the development approval. The parking is negatively affecting both O and 18th Ave residences precluding residents from being able to utilize street parking in front of their own homes.

If more Fidalgo Flats type of developments are allowed and parking is not contained on site or under the building then nearby properties suffer. These properties potentially lose the ability to obtain permit approval for other forms of innovating housing development designs including ADU's, Cottage and Tiny House development. The City has not given these alternative innovative housing ideas the support or encouragement that they have given big developers.

R-4 (west) is well suited for less intensive housing options that would provide for a more diverse audience. Not everyone is suited for or desires to live in a high-density apartment. Pedestrian safety on both O and 18th has been significantly affected. I myself have had several narrow escapes on both intersections due to traffic not having clear sight distance due to parked and speeding vehicles.

Is it necessary to have the bonus height provision throughout the large R-4 zone in the Anacortes core?

I brought this idea up in one of the letters that I wrote to the Planning Commission and brought it up again during the public comment section of their recent meeting in the context of suggesting concentration of the bonus height on the R-4 (east) side of Commercial while maintaining an Ordinance, to prohibit the bonus height provision from the R-4 (west) for the time being.

If there is no interest from developers to any development proposals submitted in the future include taking advantage of the bonus height provision (in R-4 (east)) then it is indicative of little interest in utilizing the bonus height provision in the R-4 (west). While in the 'wait and see', buffer period, the City commits to seriously explore and develop other strategies for meeting Anacortes housing needs. Think outside the box and be creative. What measures or incentives would encourage more residents to build *dedicated long term ADU's*. Develop and adopt a *Tiny House Ordinance* (Tiny Houses have very different issues than Cottage housing and to be successful and accepted there are certain challenges that need to be addressed in its own ordinance). Adopt and write *Boarding/Hostel* type residential units. *Utilize Land Trust* communities. Make changes to lot size in other R zones to allow smaller units. Sell unused City property to developers with conditions on building affordable housing long term through 50-year leases. Consider taking open space like the open space in the development off of H (near the off leash dog park that was given back to the City after the development was complete) and inviting an affordable housing group a long term (25-50 year) lease to build cottages, or small duplexes that are in keeping with the surrounding neighborhood. There are many more ideas out there. If after exhausting other alternatives 2 -5 years down the road, that Anacortes hasn't been able to meet housing needs for ALL economic levels AND through a variety of other methods that enables Anacortes small town character to remain intact, the Council can revisit the bonus height provision in the R-4 west).

The HACS committee has not begun to talk about other ideas for housing. Half of their meetings in the past several months have been canceled all together. They have not reached out to citizens to hear their thoughts and share ideas. They have had to spend a huge amount of time discussing the homeless housing situation. Does the HACS have the time or interest in housing and affordability? Is it possible to initiate a citizen advisory group to work specifically on alternative housing options and development? I would like to see this option move forward while adopting an Ordinance that continues to prohibit submittals proposing to use the bonus height provision in the R-4 (west) of Commercial. I believe there are citizens that would like to be a part of such an advisory group. I am one of those citizens.

What is so wrong in limiting and concentrating the bonus height provision to the R-4 (east) geographical area and not allowing it in the R-4 (west)? A question about this was brought up by one of the Planning Commission members to which Don Measmer's response was that that distinction would be a case of "spot zoning" and therefore it would not be good. I disagree. Spot zoning has been a useful tool for municipalities for decades and has proven to be a good fix to poorly or inadequate written codes and development regulations.

There is nothing to lose by limiting the bonus height provision to the R-4 (east) zone for now. Let us allow time for serious exploration of other less invasive options and with more consideration to ALL economic levels interests to play out over the next several years. Let us work to create a City that has maintained its identity, its character and its charm. Other towns and cities have done it; Anacortes can do it as well. Please do not let Anacortes lose its small town appeal.

The goals and policies in the 2016 Comprehensive Plan Land Use Elements, include the following:

"Provide building massing standards that respect the character and scale of Anacortes's business districts and residential neighborhoods."

"Place an emphasis on human-scaled design details that contribute to the City's character and identity."

"Develop special standards and guidelines for large site development...that demonstrates sensitivity to the surrounding context..."

"Preserve and enhance the quality, character and function of Anacortes's residential neighborhoods."

"Provide for a wide variety of housing types within the City to meet the full range of housing needs for Anacortes's evolving population."

"Accessory dwelling units, small lot single-family development, cottage housing, duplexes and triplexes, townhouses, senior and assisted living, and live-work units are identified as well as **walk up apartments and stacked flats**" (note "walk up" language) are described in LU6.1

"Adopt design standards for new multifamily development to promote neighborhood compatibility, enhance the livability of new housing and enhance the character of residential and mixed-use areas."

The goals and policies of the 2016 Comprehensive Plan Housing Element include the following:

"Anacortes's housing element seeks to ensure that there will be enough housing to accommodate expected growth in the city, and the variety of housing necessary to accommodate a range of income levels, ages, and special needs. At the same time, the element seeks to preserve existing neighborhood character by including policies that will keep new development compatible. This is an element in which multiple interests need to be balanced, including community character, demographic characteristics, affordability and others."

"Encourage housing types and design that reinforce and enhance the character and scale of established neighborhood development patterns."

"Allow growth without sacrificing Anacortes's unique small town character."

"Encourage preservation, maintenance, and improvements to existing affordable housing."

"Develop meaningful, measureable goals and strategies that promote the development of affordable workforce housing to meet local needs and monitor progress toward meeting those goals."

"Support both rental and ownership forms of affordable housing in a variety of types and sizes."

"Consider developing an inclusionary zoning program as a means of increasing the City's affordable housing."

"Require that affordable housing achieved through public incentives or assistance remains affordable for the longest possible terms."

The 2016 Comprehensive Plan vision statement includes the following language:

"...Anacortes's tremendous natural beauty and small town feel contributes to the quality of life that is highly valued by its people. In the face of continued growth, the City seeks to shape its future in ways that will maintain the quality of life that makes Anacortes a special place to live and work."

There has to be a way to create a win for the ALL citizens of Anacortes for the long term. Please do not sell the unique special place that Anacortes is, to the highest bidder.

Thank you for taking time to read this rather long-winded letter. I sincerely hope it makes a difference in your final decision.



City Council Agenda Bill

Meeting Date: February 6, **Agenda Item:** 8.d.
2023

Agenda Item Title: Ordinance 4039: Amending the Table in Section 10.08.030(B) to Reduce Speed Limits in Certain Areas.

Staff Contact(s): WIL LUDEMANN

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Sidney Neel	Ordinance
STEVE HOGLUND	
DARCY SWETNAM	

Item Summary: The City desires to change the speed limit on Oakes Avenue from Illinois to Ferry Terminal Road from 40mph to 30mph, and, the City desires to lower the speed limit of "A" Avenue from south city line north to 37th St. from 40mph to 30mph.

Budget Impact:
None

Previous Action: None

Recommended Motion: I move that the Mayor be allowed to sign Ordinance 4039 amending the table in section 10.08.030(B) of the Anacortes Municipal Code.

Alternative Actions: Return ordinance to staff for further review/editing.

Attachments (listed in order presented):

1. Ordinance 4039 - Code rewrite - Oakes Ave and "A" Ave

**City of Anacortes
Ordinance No. 4039**

**An Ordinance of the City of Anacortes, Washington, amending the table in
Section 10.08.030(B) to reduce speed limits in certain areas.**

Whereas, the speed limit on Oakes Avenue from Illinois to Ferry Terminal Road was changed from 40mph to 30mph by the Washington State Department of Transportation, and,

Whereas, “A” Avenue from south city line north to 37th Street is the only 40mph road within city limits, and,

Whereas, “A” Avenue is used as an access point to the Anacortes Community Forest Lands, and the city will be installing a new rapid flashing beacon crosswalk on this corridor for cyclists and pedestrians, and,

Whereas, in order to properly reflect the speed limit change in the City of Anacortes Municipal Code, and, in keeping consistency with speed limits within the city limits and reducing safety hazards for pedestrians and bicyclists at the crosswalk to be installed, and,

Whereas, the City desires to change the speed limit on Oakes Avenue from Illinois to Ferry Terminal Road from 40mph to 30mph, and the City desires to lower the speed limit of “A” Avenue from south city line north to 37th St. from 40mph to 30mph.

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

- Section 1. That the Table in Section 10.08.030(B) of the Anacortes Municipal Code is amended as follows: *Oakes Avenue; Illinois Avenue to Ferry Terminal Road; 30mph*
- Section 2. That the Table in Section 10.08.030(B) of the Anacortes Municipal Code is amended as follows: *A Avenue; south city line north to 37th Street.; 30mph*
- Section 3. This ordinance shall take effect five (5) days from and after its passage, approval and publication in the manner required by law.

PASSED and APPROVED this 6th day of February 2023.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney



City Council Agenda Bill

Meeting Date: February 6, **Agenda Item:** 8.e.
2023

Agenda Item Title: Molly Lane Property Purchase

Staff Contact(s): DARCY SWETNAM, Bill Harris

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Staff Report
DARCY SWETNAM	

Item Summary:

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented): None