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- 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.
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Anacortes City Council
Municipal Building Council Chambers
904 6th Street

March 13, 2023
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Finance Committee (Report)
 - b. Public Safety Committee (Report)
 - c. Port / City Liaison Committee (Report)
 - d. Housing Affordability and Community Services Committee (Report)
 - e. Planning Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of March 6, 2023 (Action)
 - b. Approval of claims in the amount of \$789,128.29 (Action)
 - c. Street Fair Application - Anacortes Waterfront & Car Show (Action)
6. **Other Business**
 - a. * Washington State Ferries (WSF) Service Restoration Plan - 2023 Update (Presentation)
 - b. Interlocal Agreement 23-092-PRK-002 for Thompson Trail Trestle and Causeway Replacement Design Funding from Washington State Department of Natural Resources (DNR) (Action)
 - c. * Stormwater Program Update (Presentation)
 - d. Resolution 3116: Waiving the Competitive Bidding Requirements for the Purchase of WWTP Secondary Clarifier Drive Units (Discussion/Action)
 - e. Contract Award: Purchase of WWTP Secondary Clarifier Drive Units #23-102-SEW-001

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.

(Discussion/Action)

- f. * Amending the Qualifications for the Utility Discount Program (Discussion)

7. **Adjournment**

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65 UNITS PER BUILDING

$$65 \times 1 = 65$$

$$\times 2 = 130$$

$$\times 3 = 195$$

$$\times 4 = 260$$

$$\times 5 = 325$$

$$\times 6 = 390$$

$$\times 7 = 455$$

https://www.gorskagit.com/news/business/construction-boom-continues-in-sedro-woolley/article_1b33cdbe-32ba-5c77-80cf-adbc6cf7377c.html

Construction boom continues in Sedro-Woolley

By VINCE RICHARDSON @gorskagit

Aug 20, 2022

65 UNITS

953 HODGIN ST
SEDRO WOOLLEY



The five-story Gateway Village is being built at the corner of Stendal Street and Hodgin Road.
Vince Richardson / Skagit Valley Herald

SEDRO-WOOLLEY — Sedro-Woolley is experiencing a bit of a

SUNBEAMS

It is hard to argue that housing is not a fundamental human need. Decent, affordable housing should be a basic right for everybody in this country. The reason is simple: without stable shelter, everything else falls apart.

Matthew Desmond

Man wanted a home, a place of warmth, or comfort, first of physical warmth, then the warmth of the affections.

Henry David Thoreau

You scour the Bowery, ransack the Bronx, / Through funeral parlors and honky-tonks. / From river to river you comb the town / For a place to lay your family down.

Ogden Nash, "Nature Abhors a Vacancy"

Is anyone you've loved and known / without a home? Is anyone without a home / someone you can love?

Mary Rudge, "Anyone You've Lost"

Sometimes I'd see my father, walking past my building on his way to another nowhere. I could have given him a key, offered a piece of my floor. A futon. A bed. But I never did. If I let him inside I would become him, the line between us would blur, my own slow-motion car wreck would speed up. . . . If I went to the drowning man, the drowning man would pull me under. I couldn't be his life raft.

Nick Flynn

In most of the traditional cultures of the world, homelessness would be impossible; first because of large protective kin systems, and second because homes were easily constructed from materials at hand. In America today we consider homelessness as a lack of shelter, not as a breakdown of community.

Lynn Maria Laitala

We need a home in the psychological sense as much as we need one in the physical: to compensate for a vulnerability. We need a refuge to shore up our states of mind, because so much of the world is opposed to our allegiances. We need our rooms to align us to desirable versions of ourselves and to keep alive the important, evanescent sides of us.

Alain de Botton

A house is your third skin, after the skin made of flesh and clothing.

Jenny Erpenbeck, *Visitation*

To think that I might have become a poet like that if I had been allowed to settle somewhere, anywhere in the world, in one of the many shuttered-up houses in the country that no one looks after anymore. I would only have needed one room (the light room in the gable). I would have lived inside it with my old things, my family portraits, my books. . . . I would have written in it.

Rainer Maria Rilke, *The Notebooks of Malte Laurids Brigge*

It is a bewildering thing to the poor weaver to see his employer removing from house to house, each one grander than the last, till he ends in building one more magnificent than all, or withdraws his money from the concern, or sells his mill, to buy an estate in the country, while all the time the weaver, who thinks he and his fellows are the real makers of this wealth, is struggling on for bread for his children.

Elizabeth Gaskell, *Mary Barton*

How is it I'm begging you for housing, / when you burnt my building down? / You all ain't even playing fake-nice, like those / other murderers. You are all cut-eye and snarls, / all straight jargon, and nothing but the jargon.

Roger Robinson, "Citizen II"

I know where we can build housing for the homeless: golf courses. . . . Just what we need. Plenty of good land in nice neighborhoods, land that is currently being wasted on a meaningless, mindless activity engaged in primarily by white, well-to-do male businessmen who use the game to get together to make deals to carve this country up a little finer among themselves.

George Carlin

Everybody needs a home / so at least you have someplace to leave / which is where most other folks will say / you must be coming from

June Jordan, "Notes towards Home"

A house of my own. Not a flat. Not an apartment in back. Not a man's house. Not a daddy's. A house all my own. With my porch and my pillow, my pretty purple petunias. My books and my stories. My two shoes waiting beside the bed. Nobody to shake a stick at. Nobody's garbage to pick up after. Only a house quiet as snow, a space for myself to go, clean as paper before the poem.

Sandra Cisneros, *The House on Mango Street*

Anacortes City Council Minutes - March 6, 2023

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of March 6, 2023 at 6:00 p.m. Councilmembers Ryan Walters, Anthony Young, Christine Cleland-McGrath, and Bruce McDougall were present. Councilmembers Jeremy Carter, Carolyn Moulton (joined at approximately 6:01 p.m.), and Amanda Hubik participated in the meeting remotely via Zoom.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller shared an update on Washington State Ferry restoration plan for service from Anacortes to Sydney B.C. is extended until 2030 due to personnel shortfalls and vessel retirements. He announced that at the March 13, 2023 City Council meeting, Washinton State Ferries Director of Planning, Customer, and Government Relations, John Vezina, would present the restoration plan to the City Council. He continued by announcing that the city had completed the transaction for the purchase of Fire Station 3 on Molly Lane property that the city had been leasing over the past 12 years, adding that Finance Director, Steve Hoglund, would bring the financing plan before the Council in the near term. He added that the new Stormwater Inspector, Aaron Esterholt, had started work today and concluded by mentioning that the Army Corps of Engineers had recommended safe flood storage for Skagit River dams as part of the Federal Environmental Regulatory Commission 50-year permit.

Housing Affordability and Community Services Committee

Ms. Cleland-McGrath reported from the Housing Affordability and Community Services Committee meeting held the previous Thursday, March 2, 2023. The topics discussed included a discussion of the utility discount program to be more streamlined for ease of enrollment based on age, disability status, or income level. She added that the committee is continuing to discuss the finer details, including the number of individuals in the household and the impact of the program on the bottom line for the utilities. She acknowledged that there is a real need for relief for those at lower income levels due to recent rate increases, but that there must be a balance to account for system operating requirements and funding for future improvements.

Public Works Committee

Mr. Walters reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included the chemical bid resolution included on tonight's agenda, the upcoming bid opening for the former Water Treatment Plant demolition on Wednesday March 8th that had been delayed one week due to bidders requesting more information from the city, the waterline replacement schedule and budget, trucks on M Avenue north of 12th Street moving too fast, and flashing crosswalk beacons on Oakes Avenue and A Avenue.

Mr. Walters added a thank you to Mike Pearl, who identified that the Fidalgo Flats building had not been added to the Skagit County Assessor property tax database. He reported that the Skagit County Assessor has recently assessed the value of the new building and will issue a revised tax statement.

Planning Committee

Mayor Miller announced that the Planning Committee did not meet as scheduled.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda.

Mary LaFleur of Anacortes who owns Bounty Marine addressed the situation on T Avenue, relating that she had spoken with Mayor Miller about the issues on several occasions and had noticed the police and fire

departments working to address the situation. She asked what was the holdup on Council action regarding the area. She expressed exasperation with the situation, reporting that diesel fuel is being stolen from her trucks, recalling that she had never had to lock her boat before, which she had stored in Anacortes since 1987. She continued by reporting that many of her clients are calling her to complain about the situation with people camping on T Avenue and that they want something done about it. She pointed out that special interest groups control the town and comprise a small percentage of the people. She called on the Council to act, asserting that people are tired of getting robbed, and that trash and other items belonging to unhoused people are obstructing the roadway.

Markay Neumann of Anacortes commented on the situation on T Avenue, pointing out that there are new tents that are blocking the green area and trash everywhere and expressed embarrassment for Anacortes. She mentioned a two-step process used by Coronado, California that includes contacting the unhoused and offering assistive services, which if not accepted are followed by expulsion from the city via code enforcement. She wondered if more ordinances were necessary to adequately deal with the situation, or whether there are codes and the city is not enforcing them.

Pat Gardner of Anacortes remarked about the personal property items surrounding vehicles that are parked long-term on the street, asserting that it is a health hazard. She asked if cameras could be used to determine where the illegal drugs are coming from. She realized that the police were short-staffed, but that something needed to be done.

Mike Pearl of Anacortes thanked the Council for Assessor Hagen's presentation last week and to Mr. Walters for contacting the assessor's office to ask about the tax assessment for the Fidalgo Flats building. He addressed the volume of the system in the Council Chambers, saying that this is the first time in a while that he was able to hear the proceedings clearly and that the low quality of the system discourages people from coming in and listening. He objected to continuing with the bonus height ordinance, remarking that it was a mistake to let the moratorium expire, saying that five-story buildings should not be allowed between Commercial Avenue and M Avenue, proposing that the issue should be voted on by the public. He concluded by pointing out that there is a speeding problem on O Avenue and suggested that the portable flashing speed limit sign would be helpful in deterring motorists from speeding.

Consent Agenda

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

a. Minutes of February 27, 2023

b. Approval of claims in the amount of \$541,983.28

The following vouchers/checks were approved for payment:

EFT numbers: 105666 through 105711, total \$294,286.73

Check numbers: 105219 through 105228, total \$240,706.75

Wire transfer numbers: 105406 through 105725, total \$6,989.80

c. Street Fair Event - Open Streets

d. Contract Award: 2023 Chevrolet Silverado 1500 W/T Purchase for Parks Department #23-046-ERR-002

e. Contract Award: Banking Services #22-193-FIN-002

Public Hearings

WA State Commerce Community Development Block Grant (CDBG) - COVID-19 (CV) Grant Close Out

Planning Manager, Libby Grage, opened the public hearing for the Washington State Department of Commerce Community Development Block Grant (CDBG) - COVID-19 (CV) Grant Close Out. She detailed the grant amount of \$24,968 received from the Washington State Department of Commerce, of which \$8,073 was

allocated to the Anacortes Housing Authority, who used the funds to aid three families negatively impacted by the pandemic to pay rent for three months and \$16,895 allocated to the Anacortes Senior Activity Center to fund remote learning equipment and exercise activities to help seniors stay active. Ms. Grage introduced Senior Activity Center Administrator, Karl Wolfswinkel, who spoke about the center's activities and the hybrid technology project that included \$14,000 of remote meeting technology funded by the CDBG COVID-19 grant, referring to a presentation 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 the agenda item. At 6:27pm, Mayor Miller closed the public hearing.

Mr. Young expressed his appreciation for the work done at the Senior Center. Ms. Moulton echoed Mr. Young's sentiment. Mr. Walters mentioned the additional \$8,000 allocated to the Anacortes Housing Authority was incredibly valuable for the families who needed it, and that it was made possible through the relationships formed between the Council and community service organizations.

RYAN WALTERS moved, seconded by CHRISTINE CLELAND-MCGRATH, to approve the close out of grant activities as they have been accomplished as outlined in the scope of work. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Ordinance 4042: Amending the Development Regulations contained in Anacortes Municipal Code Title 19, Unified Development Code, Section 19.42.050, Bonus Height Incentives in the R4, C and CBD Use Zones.

Planning Manager, Libby Grage, opened the public hearing for Ordinance 4042: Amending the Development Regulations contained in Anacortes Municipal Code Title 19, Unified Development Code, Section 19.42.050, Bonus Height Incentives in the R4, C and CBD Use Zones. She detailed the amendments proposed by Councilmember Walters that included an increase in the percentage of units required to be 600 square feet or smaller and allowing for indoor open space and balconies to account for 100 percent of the open space required. She added that the small unit requirement is currently 25 percent and staff recommends not exceeding 30 percent. She mentioned that one written public comment was received and was added to the packet materials for the meeting. Mr. Walters pointed out that numerous public comments were received prior to opening the public comment period and wondered why the staff recommended 30 percent of units 600 square feet or smaller to exercise the bonus height option. Ms. Grage responded that she was filling in for Planning Community and Economic Development Director, Don Measamer, on short notice and that she was not aware of the basis for the recommendation. Mr. Walters noted that Fidalgo Flats, the only building constructed in the R4 zone under the bonus height provisions, made 60 percent of their units 600 square feet or less. Mayor Miller reminded the public that the hearing is on the staff recommended 30 percent of small units and the open space provisions only.

Mayor Miller invited the public to comment on the agenda item.

Bradford Augustine, builder and owner of Fidalgo Flats, remarked that upon surveying 20 of the 25 tenants in the building that the 600 square-foot requirement restricts the space available to tenants, as many are unable to fit a dresser into their bedroom and store items without renting a separate storage locker. He advocated expanding it to 650 square feet, which he offered would be marginally more expensive than renting a storage space, to increase the utility of smaller units, and for keeping the roof space option open for use. He added that he contacted the Assessor's office the day they received their certificate of occupancy and was told that they missed the assessment window for 2023 and that he would not be reassessed until 2023 for 2024 taxes.

Pat Gardner of Anacortes commented that parking is an issue despite places being allocated for residents. She

posited that a standard family has two to three vehicles and that adequate space should be set aside for that number of vehicles.

Mike Pearl of Anacortes mentioned that the developer of Fidalgo Flats exceeded the 25 percent of units greater than 600 square feet to generate more income for the project and that Mr. Augustine's suggestion to increase the floorplan is designed to increase profits for the building owner. Mr. Pearl added that he considered the developer's reasoning for missing the property tax assessment as unlikely and that the building owners should pay their fair share of taxes to the city.

Ms. Cleland-McGrath expressed appreciation for public comments and that the feedback would be useful for further discussion with the Planning Department. As the person who suggested the additional 30-50 percent of small units, she commented that this range would be for the greater public and wondered how to make the regulations good for the community, as there are not enough 1-bedroom units in Anacortes. She offered that it could either be market rate or tied to area median income and monitored, though this is only currently applicable to the Anacortes Family Center. Mr. Young echoed Ms. Cleland-McGrath's comments and wondered how to move forward to codify regulations that benefit the entire community and strike a balance between being beneficial to the public while still incentivizing builders to construct needed housing. He expressed appreciation for Mr. Augustine's comments about additional storage space and that the Council should consider this suggestion, noting that Mr. Augustine did not bring forth an objection to the proposed range of small units to qualify for the bonus height provision and that at least 30 percent would be in line with Council goals. Mayor Miller appreciated the comments and wondered how the city would legally comply with the notification requirements for 600 versus 650 square feet, and stated that the Council is not ready to take action on this now. Mr. McDougall expressed support for 30-50 percent of units being smaller in size, citing the need in Western Washington for greater inventory of smaller units. He expressed skepticism about the expanded space to 650 square feet, mentioning that there are many smaller units in urban areas, and suggested consulting an architect to understand the tradeoffs. Ms. Hubik expressed support for a 40-50 percent range of smaller units and pointed out that there could be many creative ways to use space for storage and that smaller places are important for young people starting out or victims of domestic violence who do not necessarily have or need storage space that individuals who are downsizing might have, and that these factors should be considered. Ms. Moulton agreed that there are many creative ways to use 600 square feet and was not convinced that 650 square feet is the correct number, citing the example of a couple she met who lived comfortably in a 450-square foot unit.

She expressed support for keeping the qualifying small unit size at 600 feet at a range of 30-50 percent of units, adding that she was uncertain about having rooftop decks not being an option for developers. Ms. Grage clarified that the proposed code language does not prevent a developer from having a rooftop deck, but allows for all open space requirements to be accounted for in balconies or internal common areas. Ms. Cleland-McGrath asked what the current allowance for rooftop decks was. Ms. Grage responded that it was fifty percent. She asked about indoor storage space counting toward open space requirements. Ms. Grage responded that it does not. Mr. Walters brought up the Anacortes Family Center rooftop deck as a principal reason for the proposed change to the open space requirement, pointing out that the current code does not require a rooftop deck, but that it is one way of satisfying the requirement and highly likely if the building footprint covers the majority of the surface area of the lot, whereas the proposed change allows for developers to account for all open space through balconies and internal common areas and removes the effective requirement to have a rooftop deck. He then pointed out that 50 percent is the right level for small units, pointing to the comments of Mr. Augustine, who built to 60 percent and voiced support for 50 percent, and the unsupported staff recommendation of 30 percent in light of market need. He expressed openness to considering the change from 600 square feet to 650 square feet with appropriate analysis, but that this would require further public comment and could not be enacted prior to the expiration of the moratorium, adding that this question could be considered at a later date. He advocated that the bonus height restriction be geographically restricted to east of O Avenue. He concluded that it would be a mistake to allow the moratorium to expire, allowing for five-story buildings on M Avenue, but that the proposed changes would be of benefit.

Mayor Miller polled the Council for a ratio of small units: Mr. Carter-50; Mr. Walters-50; Mr. Young-preferred 30, ok with 50; Ms. Moulton-50; Ms. Cleland-McGrath-50; Mr. McDougall-50; Ms. Hubik-50.

Mr. Walters added that the total open space requirement is reduced by 50 percent and the remaining 50 percent can be entirely satisfied by indoor open space or balconies. Ms. Cleland-McGrath pointed out that the Anacortes Family Center and Anacortes Housing Authority have additional open space on adjacent properties, and expressed discomfort with having less open space for individual developments without the adjacent open space. Ms. Moulton posited that she is not convinced about cutting the open space in half, especially with small units where outside space would be important. Mr. Young agreed with Ms. Moulton and Ms. Cleland-McGrath. Mr. Walters offered that the surrounding shops, services and parks around large buildings are the amenity and added that the code has had the effect of reducing supply and raising prices, whereas the proposed changes leave open space to market forces and strongly advocated for the open space language as proposed. Ms. Moulton asked what the current open space requirements are versus what they would be if we had fifty percent small units. Ms. Grace responded that it is 100 square feet for a studio or 1 bedroom and 150 square feet for 2 or more bedrooms.

Ms. Cleland-McGrath offered that continued discussion would be better at the Planning Committee level and added that short-term rentals are not allowed in the R4 zone, though they are currently allowed in the commercial business district and marine mixed use zones, positing that if the goal is to have effective bonus height provisions, then this issue must be addressed soon. Mr. McDougall expressed support for the ordinance language as presented but is open to more discussion about square footage requirements and expressed support for Ms. Cleland-McGrath about short-term rentals. Mr. Carter had seen 600 square feet be adequate, but was open to seeing 650 square feet, and agreed with Mr. Walters on the open space requirements. Ms. Moulton expressed concern about postponing action unnecessarily and asked if the 600 versus 650 square foot question would require additional public comment. Ms. Grace confirmed that this would require additional public comment. Mr. Walters clarified that he did not advocate resolving this issue in the current ordinance, but would be amenable to resolving it at a later date. Mayor Miller summarized that the ordinance would be brought back before the Council to reflect 50 percent of small units and further discussion of open space in AMC 19.42.50.C.

Other Business

Resolution 3113: Supporting Proposition 1 - Public Safety Staffing

City Attorney, Darcy Swetnam, provided an introductory statement stating that the resolution allows the Council to support Proposition 1 as delineated in a slide presentation that was added to the packet materials for the meeting, specifying that parties for and against the proposed measure would be given equal time to comment.

Fire Chief, Bill Harris, and Police Chief, Dave Floyd, presented supporting data for Proposition 1, referring to a slide presentation that was added to the packet materials for the meeting.

Connie Miller of Anacortes wondered why the additional staffing costs cannot be covered by the normal city budget. Chief Floyd responded that the Council must balance priorities for public safety staffing with other areas, and without the additional funding, resources would need to be taken from other city services. Chief Harris added that the budget margins are narrow and would require cuts to other areas popular with the public, including parks and forest lands. Ms. Miller asked if Proposition 1 passes, would the money be earmarked for public safety purposes? Mayor Miller responded that this would happen.

Mr. Walters announced that the chiefs' presentation would be available to the public on the website and would provide the public with important data about the current constraints to fire and police service capacity. He added that he feels a duty as an elected official to adequately fund public safety and that the specific language for 8 firefighters and 5 police officers is specifically stated in the proposition and supporting resolution. He

cited past examples of ballot initiatives, including affordable housing sales tax and the transportation district as examples of the Council fulfilling its promises. Mr. Young offered that he is not tax averse, but only favors taxes for those things that are necessary for community needs, including challenges associated with the unhoused community and increased numbers of calls related to behavioral or mental health. He expressed disagreement with some of the state mandates, positing that some elements are associated with events in other communities. He asked if the social work or mental health component would be associated with the new hires funded by the proposition. Chief Floyd mentioned that the agreement with the Anacortes Family Center has allowed the police to make progress in this area, though there are no social workers that would be willing to enter into a potentially volatile situation without an officer on scene to ensure the safety of those involved. He added that Anacortes has unique geographical challenges where manpower resources from neighboring jurisdictions cannot be easily shifted, as they are short-staffed and have officers that do not have general authority under state law. Mr. Young acknowledged the manpower issues and that he was bringing to light the increased requirement for individuals with social and mental health competencies. Mr. McDougall mentioned that the departments have been running hot over the last several years and expressed support for the proposition, positing that additional staff would be a force multiplier and increase safety for all involved. Ms. Hubik asked if there are mandated time off requirements after an overtime shift? Chief Harris responded that for fire a 12-hour break is required after a 72-hour shift. Chief Floyd added that for police, the union contract governs, and in an emergency situation, officers can be placed on 12-hour shifts for seven consecutive days, otherwise they will be paid overtime for going beyond a normal shift. Ms. Moulton mentioned that there is a longstanding need for additional staffing, that departmental training efforts go above and beyond what is required, and that additional staff will allow that practice to continue for the benefit of the whole community. Ms. Cleland-McGrath reiterated that this funding would only be for staffing, mentioning that the recent acquisition of Fire Station 3 obviated the need for additional capital funding. She added that the relative distance from other jurisdictions, accentuates the need for additional staffing on Fidalgo Island and to avoid running personnel beyond their effective limits. She asked if medical calls beyond the city limits are funded by Skagit County. Chief Harris responded that after 2019, emergency medical services are covered under an interlocal agreement with Skagit County.

Kathy Pittis of Anacortes, who chairs the committee supporting Proposition 1, asked for the community's 'yes' vote on Proposition 1. She cited examples of service gaps including 275 times there were no firefighter medics available to respond to calls, 899 times when only two firefighter medics were available to respond to calls, 911 calls to police have increased in the last ten years with no corresponding staff increases reducing law enforcement from attending to other areas by 30 percent. The proposition calls for 8 firefighter medics and 5 police officers. She asked for the community to stand for firefighters and police.

Mayor Miller offered the opportunity for someone opposed to the measure to comment. No one present or online offered comment in opposition.

ANTHONY YOUNG moved, seconded by JEREMY CARTER, to adopt Resolution 3113 supporting Proposition 1 on the April 25, 2023 special election ballot to authorize a one-time levy lid lift to provide funding for public safety staffing. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Contract Award: 2023 Waterline Replacements #23-039-WTR-001

Public Works Director, Henry Hash, introduced the 2023 Waterline Replacements contract #23-039-WTR-001, mentioning that the low bid for this contract came back at \$980,000 under the engineering estimate of \$999,000 for Kingsway.

RYAN WALTERS moved, seconded by Amanda Hubik, to approve contract #23-039-WTR-001 2023

Waterline Replacements. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result:

Resolution 3112: Waiving the State Competitive Bidding Requirements for the Purchase of iSimulate REALITi Plus Patient Simulators

Fire Chief, Bill Harris, introduced Resolution 3112: Waiving the State Competitive Bidding Requirements for the Purchase of iSimulate REALITi Plus Patient Simulators, citing that there are no other systems that integrate with the existing architecture. Mr. Walters asked what the existing investment in cardiac monitors was. Chief Harris responded that it is \$35,000 for the monitor and that there would be an additional \$10,000 versus \$35,000 for a new one. Ms. Moulton asked how many simulators would be purchased. Chief Harris responded that one would be purchased.

BRUCE MCDOUGALL moved, seconded by ANTHONY YOUNG, to approve Resolution 3112 as presented. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Resolution 3115: Waiving the Competitive Bidding Requirements for the Purchase of Public Safety Cameras for the Tommy Thompson Trail

Parks and Recreation Director, Jonn Lunsford, introduced Resolution 3115: Waiving the Competitive Bidding Requirements for the Purchase of Public Safety Cameras for the Tommy Thompson Trail. He updated the funding for the project, which included \$250,000 in collective donations from Transpac Marinas, Strandberg Construction, Culbertson Marine, the Miller Charitable Trust, Marathon Refinery, HollyFrontier Puget Sound Refining, Samish Indian Nation, Anacortes Noon Kiwanis Foundation, Anacortes Rotary Club, and Skagit County Commissioners. He added that the contractors donated over \$60,000 in equipment use, time, and materials at cost, which would allow for two camera units to be placed on the trestle, which will be electrically powered. Chief Floyd added that the primary reason for the sole source resolution is the interoperability with the existing Security Lines US system, citing the upgrades mentioned in the estimate as a new product line that the manufacturer has recently produced and would upgrade the existing city system at no cost. Mr. Lunsford added that the purchase price and system installation would be entirely funded by donors.

Mr. Walters expressed support for having appropriate cameras at high risk locations, but expressed skepticism about the vendor. He remarked that these cameras will be posted on a transportation and recreation facility, and asked that policies be developed to prevent system misuse. Ms. Hubik asked that the line item for the discount be reviewed, as it looked like a separate line item. Ms. Moulton asked how the cameras could be protected from vandalism. Mr. Lunsford responded that the systems would be placed on poles 30 feet and 25 feet in height and encased in metal. Mayor Miller reminded the public that there is still not a suspect for the arson event back in August 2022.

ANTHONY YOUNG moved, seconded by BRUCE MCDOUGALL, to approve Resolution 3115 authorizing purchase of two public safety camera systems from Security Lines US for use by the City of Anacortes on the Tommy Thompson Trail and waiving the competitive bidding requirement due to a single source of supply.

Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Resolution 3114: Rejecting all bids for bid #23-066-IDS-001: Treatment Plant Chemical - Sodium Hypochlorite.

Public Works Director, Henry Hash, introduced Resolution 3114: Rejecting all bids for bid #23-066-IDS-001: Treatment Plant Chemical - Sodium Hypochlorite. He mentioned that there is an existing contract through

August 2023 and that the contractor had sent a letter requesting adjustments to the contract. He reported that the public works department decided to go out to bid to test the market, and the responding bids came back greater than the existing price, and thus the city chose to reject all bids. He concluded by announcing that the city will go out to bid for this chemical closer to the current contract expiration in August 2023.

RYAN WALTERS moved, seconded by AMANDA HUBIK, to approve Resolution 3114 as presented. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 8:35 p.m. the Anacortes City Council meeting of March 6, 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 March 13, 2023 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
320390	12/23/2022	3009344	PLATT ELECTRIC SUPPLY INC	FUSES	\$ 389.20	dwtp
320382	12/23/2022	P0001-75	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - NOVEMBER 2022	\$ 4,262.00	dwwtp
320385	12/29/2022	P0001-76	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - DECEMBER 2022	\$ 1,993.00	dwwtp
320369	1/4/2023	15592	ANACORTES CHAMBER OF COMMERCE	CHAMBER OF COMMERCE ANNUAL DUES	\$ 3,390.00	executive
320405	1/18/2023	13426425	HACH COMPANY	OPERATING SUPPLIES	\$ 3,764.52	dwwtp
320562	1/20/2023	13431699	HACH COMPANY	CORRECT SHORT-PAY DUE TO CALCULATION	\$ 0.01	dwtp
320555	1/31/2023	CL55065	REISNER DISTRIBUTOR INC	VEHICLE FUEL - JAN 2023	\$ 28,729.90	finance
320582	2/9/2023	ReimbSiedler	SIEDLER, JOHN	REIMBURSEMENT FOR FDIC HANDS-ON REGISTRATION PORTION	\$ 956.00	medic
320187	2/14/2023	20503	SEASIDE AUTO BODY	REPAIR TRUCK #191	\$ 1,062.98	dshop
320566	2/15/2023	9330845129	GRAYBAR ELECTRIC COMPANY, INC	PLUGS FOR 2-INCH CONDUIT	\$ 1,251.20	fiber
320590	2/17/2023	E23006P	ELEMENTAL AIR, LLC	WWTP ANNUAL INCINERATOR EMISSIONS TESTING	\$ 7,572.00	dwwtp
320554	2/20/2023	23-WA0020257B-1	DEPARTMENT OF ECOLOGY	PERMIT FEE - SECOND HALF FY23 JULY1, 2022 THROUGH JUNE 30, 2023	\$ 10,318.32	dwwtp
320255	2/20/2023	404391	MUSCO SPORTS LIGHTING LLC	PARKS MAINTENANCE-BALLFIELD LIGHTS	\$ 776.59	parks1
320565	2/20/2023	9330919185	GRAYBAR ELECTRIC COMPANY, INC	FIBER SPLICE CASES	\$ 1,306.04	fiber
320203	2/20/2023	9928209310	VERIZON WIRELESS	SCADA COMMUNICATIONS - PUMP STATIONS 1/21-2/20/23	\$ 1,235.26	dwwtp
320110	2/22/2023	31324	SKAGIT PUBLISHING LLC	PUBLISH AA-334445	\$ 117.74	plan
320111	2/22/2023	31325	SKAGIT PUBLISHING LLC	PUBLISH AA-336422	\$ 138.04	plan
320363	2/22/2023	BC1825573	GALLS, LLC.	UNIFORM PANTS - AJB	\$ 555.58	medic
320364	2/22/2023	BC1825574	GALLS, LLC.	UNIFORM PANTS - JS	\$ 558.49	medic
320366	2/22/2023	BC1825575	GALLS, LLC.	UNIFORM PANTS & SHIRTS - JP	\$ 1,106.42	medic

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
320372	2/22/2023	BC1825576	GALLS, LLC.	UNIFORM PANTS - DG	\$ 555.58	medic
320602	2/23/2023	359570	DEPT OF LABOR & INDUSTRIES	BOILER INSPECTIONS IN VARIOUS FACILITIES	\$ 378.40	pwfac
320569	2/23/2023	400003763390	PUGET SOUND ENERGY INC	ENGINEERING ANALYSIS FOR POLE ATTACHMENT	\$ 360.75	fiber
320102	2/23/2023	4829	RAINIER ENVIRONMENTAL LAB	LAB TESTING	\$ 950.00	dwwtp
320185	2/23/2023	7266055-00	TURF STAR WESTERN	ELECTRIC STARTER	\$ 259.41	dshop
320389	2/23/2023	BC1826721	GALLS, LLC.	UNIFORM PANTS - MM	\$ 277.79	medic
320398	2/23/2023	BC1826722	GALLS, LLC.	UNIFORM PANTS JB	\$ 277.79	medic
320399	2/23/2023	BC1826723	GALLS, LLC.	UNIFORM PANTS - TB	\$ 555.58	medic
320400	2/23/2023	BC1826724	GALLS, LLC.	UNIFORM PANTS, SHIRT - BR	\$ 553.76	medic
320401	2/23/2023	BC1826725	GALLS, LLC.	UNIFORM PANTS, SHIRT	\$ 717.21	medic
320567	2/23/2023	CINV0015376	BATTERY POWER SOLUTIONS, LLC	BATTERY MAINTENANCE	\$ 1,844.16	fiber
320377	2/24/2023	19141	TRANSPORTATION SOLUTIONS INC	TRANSPORTATION CONCURRENCY MANAGEMENT: NONMOTORIZED LOS POLICY SUPPORT	\$ 957.50	pw1
320109	2/24/2023	2023-0310	THE WATERSHED COMPANY	SHORELINE MASTER PROGRAM (SMP) USER GUIDE & WEBSITE PROJECT - JAN 2023	\$ 252.50	plan
320198	2/24/2023	52415	KRIEG CONSTRUCTION, INC	CONCRETE DISPOSAL	\$ 227.82	dshop
320360	2/24/2023	80263	DATEC, INC	SECTOR SUPPLIES; PRINTER, POWER, SCANNER	\$ 828.51	apd
320381	2/24/2023	BC1827755	GALLS, LLC.	UNIFORM SHIRT - BY	\$ 45.00	medic
320384	2/25/2023	BC1828307	GALLS, LLC.	UNIFORM PANTS, SHIRTS - GH	\$ 584.31	medic
320387	2/25/2023	BC1828308	GALLS, LLC.	UNIFORM SHIRT - BY	\$ 169.99	medic
320388	2/25/2023	BC1828309	GALLS, LLC.	UNIFORM SHIRT - AA	\$ 169.99	medic
320594	2/25/2023	TR-INV001760	CPS HR CONSULTING	APD ENTRY LEVEL CLERICAL PREP MANUAL	\$ 27.00	hr
320349	2/26/2023	500758605	FERRELLGAS, LP	FEB PROPANE INVOICE - AUTOGAS ACCOUNT	\$ 136.90	finance
320392	2/26/2023	9928714050	VERIZON WIRELESS	SCADA 1/27-2/26/23	\$ 527.04	dwwtp
320046	2/27/2023	0004	WINNINGHAM PRODUCTIONS	BALLROOM DANCE INSTRUCTOR - FEBRUARY 2023	\$ 772.00	pkrec
320207	2/27/2023	0297674-IN	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	\$ 3,364.15	dwwtp
320202	2/27/2023	14569	NORTHWEST CLEAN AIR AGENCY	2023 REGISTRATION BASE AND EMISSIONS FEE	\$ 1,056.00	dwwtp
320098	2/27/2023	223521	BLYTHE MECHANICAL, INC	FACILITY SUPPLIES	\$ 540.52	pwfac

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
320588	2/28/2023	0223	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - FEBRUARY 2023	\$ 375.00	pkrec
320353	2/28/2023	023698857	GALLS, LLC.	UNIFORM PANTS; CHIEF FLOYD	\$ 129.47	apd
320352	2/28/2023	023711872	GALLS, LLC.	UNIFORM CARRIER; OFC DOTZAUER	\$ 320.96	apd
320592	2/28/2023	10957258	LANGUAGE LINE SERVICES, INC	TELEPHONE INTERPRETER SERVICES	\$ 23.03	court
320581	2/28/2023	11134	DALTON, OLMSTED & FUGLEVAND	WWTP OUTFALL PRE-DESIGN - JAN 2023	\$ 4,095.00	pw1
320263	2/28/2023	1154635597	WILSON DDS, NICHOLAS J	DENTAL SERVICES, LEOFF1 RETIREE. DODGE	\$ 920.00	hr
320394	2/28/2023	11617	PETDATA, INC	PETDATA LICENSING FEES FEB	\$ 756.00	finance
320204	2/28/2023	13484841	HACH COMPANY	LAB SUPPLIES	\$ 179.26	dwwtp
320386	2/28/2023	1984667	MILES SAND & GRAVEL CO.	RESTOCKING CITY BUNKERS	\$ 212.16	dshop
320193	2/28/2023	20233806	DENBOW	PARKS WOOD CHIPS	\$ 2,974.61	parks1
320587	2/28/2023	22-009-01	HLN ENGINEERING	WASHINGTON PARK RESTROOM: DESIGN - FEBRUARY 2023	\$ 4,297.50	parks1
320107	2/28/2023	220015149234	PUGET SOUND ENERGY INC	8147 S MARCHS PT RD ST LIGHTS: 1/31-2/28/23	\$ 148.39	dshop
320117	2/28/2023	220597	BLYTHE MECHANICAL, INC	BOILER PUMP REPAIR @ PUBLIC SAFETY BUILDING	\$ 3,401.35	pwfac
320261	2/28/2023	222450	BLYTHE MECHANICAL, INC	WTP BOILER REPAIR	\$ 2,930.69	dwwtp
320196	2/28/2023	223826	LAKESIDE INDUSTRIES, INC.	5/8" & 3/4" ROCK/RAILROAD BALLAST: STREET DEPT	\$ 790.59	dshop
320258	2/28/2023	230973	INFOSEND, INC.	FEBRUARY 2023 PROCESSING	\$ 3,986.47	finance
320342	2/28/2023	3020120	UTILITIES UNDERGROUND LOCATION	FEBRUARY LOCATE TICKETS	\$ 234.78	dshop
320408	2/28/2023	33428	ORCA INFORMATION, INC	BACKGROUND FOR VOLUNTEERS	\$ 167.00	medic
320264	2/28/2023	33432	ORCA INFORMATION, INC	BACKGROUND CHECKS NEW HIRES	\$ 274.00	hr
320354	2/28/2023	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 2/28-3/27/23	\$ 94.97	apd
320103	2/28/2023	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 2/28 TO 3/27/23	\$ 88.55	finance
320104	2/28/2023	360-299-0973-1017915	ZIPLY FIBER	WWTP 2/28-3/27/23	\$ 493.01	dwwtp
320108	2/28/2023	360-299-3674-0214175	ZIPLY FIBER	OPS PHONE LINE 2/28-3/27/23	\$ 79.28	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
320356	2/28/2023	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 2/28-3/27/23	\$ 82.36	apd
320186	2/28/2023	38837	WESTERN SYSTEMS REFUSE &	TRACKSTAR CAMERA REPAIRS	\$ 332.31	dshop
320563	2/28/2023	45535	PACIFIC SECURITY	SECURITY DETAIL FEBRUARY 2023	\$ 630.00	court
320571	2/28/2023	71141233	WASHINGTON STATE DEPARTMENT	COMMUNICATION TRAINING	\$ 468.00	fiber
320206	2/28/2023	9623680841	GRAINGER	MAINTENANCE SUPPLIES - FERRY TERMINAL	\$ 71.25	dwwtp
320341	2/28/2023	9928784991	VERIZON WIRELESS	City Cell Phones 1/29-2/28/23	\$ 11,102.70	finance
320586	2/28/2023	BI-0361098	BECKWITH & KUFFEL	SHIPPING FOR WWTP FAIRBANKS PUMP REBUILD	\$ 816.00	dwwtp
320556	2/28/2023	CL56333	REISNER DISTRIBUTOR INC	VEHICLE FUEL - FEB 2023	\$ 25,529.67	finance
320345	2/28/2023	IN1838902	MUNICIPAL EMERGENCY SERVICES	SCBA REPAIR	\$ 321.72	medic
320368	2/28/2023	IN950067	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - FEBRUARY 2023	\$ 8,654.67	fiber
320375	2/28/2023	Pay App 3	SUMMITX CONTRACTORS, INC	ACCESS ANACORTES FIBER INTERNET GUEMES VIEW AREA UNDERGROUND CONSTRUCTION	\$ 116,332.08	pw1
320552	3/1/2023	052-0010-00	CITY OF ANACORTES	OPS 2/1- 2/28/23	\$ 1,682.86	dshop
320404	3/1/2023	10624	PORT OF ANACORTES	MARCH MOORAGE - MARINE 29	\$ 397.73	medic
320205	3/1/2023	13485728	HACH COMPANY	LAB SUPPLIES	\$ 213.76	dwwtp
320113	3/1/2023	136684	VENTEK INTERNATIONAL	MARCH SERVER HOSTING - WA PARK	\$ 135.00	parks1
320256	3/1/2023	1396043-0043-8	WASTE MANAGEMENT	FEBRUARY 2023 CONTRACTED SERVICES	\$ 140,932.96	finance
320092	3/1/2023	1762	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 675.00	court
320093	3/1/2023	1763	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 232.50	court
320094	3/1/2023	1764	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 195.00	court
320095	3/1/2023	1765	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 90.00	court
320561	3/1/2023	190-1840-00	CITY OF ANACORTES	WWTP 2/1-2/28/23	\$ 7,180.51	dwwtp
320262	3/1/2023	200012505505	PUGET SOUND ENERGY INC	WTP 2/1/23-2/28/23	\$ 63,715.40	dwtb
320114	3/1/2023	23004919	WASHINGTON STATE PATROL	REC DEPT VOLUNTEER BACKGROUND CHECK	\$ 11.00	parks1
320358	3/1/2023	23005078	WASHINGTON STATE PATROL	BACKGROUND CHECKS; FEB 2023	\$ 159.00	apd
320591	3/1/2023	2342	THE CLEAN TEAM	2023 JANITORIAL SERVICES - SENIOR CENTER/CITY HALL AS NEEDED CLEANINGS	\$ 480.00	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
320208	3/1/2023	2343	THE CLEAN TEAM	LTAC PUBLIC RESTROOM MAINTENANCE	\$ 1,995.00	plan
320578	3/1/2023	2344	THE CLEAN TEAM	2023 JANITORIAL SERVICES - FEB 2023	\$ 4,776.00	pw1
320409	3/1/2023	2679	OAB ENGINEERING, LLC	STA 3 INTERNET - MARCH	\$ 150.00	medic
320575	3/1/2023	2789	AV CAPTURE ALL INC.	ANNUAL JUDICIAL BASIC SUBSCRIPTION TO AV 4/1/23-3/31/24	\$ 1,632.00	court
320362	3/1/2023	299861	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; FEB 2023	\$ 411.02	apd
320367	3/1/2023	3735	C & C TIMBER INC	WA PARK FIREWOOD BUNDLES	\$ 2,280.00	parks1
320350	3/1/2023	5066876713	RICOH USA, INC	S/N C86138600 APD HALLWAY 12/1/23-2/28/23	\$ 36.89	apd
320201	3/1/2023	5066877031	RICOH USA, INC	S/N C86079893 LIBRARY PUBLIC 12/1/22-2/28/23	\$ 97.80	finance
320199	3/1/2023	5066877107	RICOH USA, INC	S/N C86152062 HR COPIES 2/1-2/28/23	\$ 6.29	finance
320348	3/1/2023	5066877241	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 2/1/23-2/28/23	\$ 31.52	apd
320197	3/1/2023	5066877302	RICOH USA, INC	S/N C86150637 CARNEGIE 12/1/22-2/28/23	\$ 51.15	finance
320200	3/1/2023	5066877557	RICOH USA, INC	S/N C86111493 COURT 12/1/22-2/28/23	\$ 77.51	finance
320116	3/1/2023	773082	REECE, STORMIE	FEBRUARY DEPOT CLEANING SERVICES	\$ 1,056.00	parks1
320357	3/1/2023	8241-1	ANACORTES TOWING, LLC	TOWING; APD CASE 23-A01340	\$ 169.73	apd
320411	3/1/2023	AN 855799	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 90.12	medic
320371	3/1/2023	G22076	DICK HANNAH CHEVROLET	2023 CHEVROLET SILVERADO 1500 W/T PURCHASES	\$ 44,155.00	pw1
320395	3/2/2023	0295019-IN	REISNER DISTRIBUTOR INC	OILS	\$ 5,325.05	dwtpt
320195	3/2/2023	112679	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 154.00	finance
320184	3/2/2023	112680	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 173.00	dshop
320397	3/2/2023	13488583	HACH COMPANY	LAB SUPPLIES	\$ 289.41	dwwtpt
320344	3/2/2023	1711	NW COMMUNICATIONS, INC	3 PORTABLE RADIOS W/ CHARGES. ANTENNAS	\$ 2,449.96	medic
320383	3/2/2023	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD AVE ST LIGHTS: 02/02- 03/02/23	\$ 8.84	dshop
320380	3/2/2023	220030712800	PUGET SOUND ENERGY INC	STREET LIGHTS: 02/02- 03/02/23	\$ 4.83	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
320391	3/2/2023	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 1/28-3/1/23	\$ 9,570.84	dwtp
320188	3/2/2023	3/1/2023	BOARD FOR VOLUNTEER	DISABILITY/PENSION COLEMAN	\$ 90.00	medic
320378	3/2/2023	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/31- 02/28/23	\$ 597.08	dshop
320373	3/2/2023	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS 1/04- 02/01/23	\$ 13,835.58	dshop
320374	3/2/2023	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/08- 02/08/2023	\$ 108.71	dshop
320376	3/2/2023	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/31- 02/28/23	\$ 88.71	dshop
320343	3/2/2023	7276516650	CARDINAL HEALTH 110, INC.	PHARMA: ADRENALIN, GLUCAGON, MIDAZOLAM.	\$ 1,514.07	medic
320355	3/2/2023	803110	BLADE CHEVROLET, INC	AUTO PART 027A	\$ 48.01	dshop
320365	3/2/2023	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 3/9- 4/8/23	\$ 185.23	fiber
320183	3/2/2023	STS3/2/23	SIGNATURE TREE SERVICE	TREE REMOVAL	\$ 979.20	dshop
320393	3/3/2023	13490600	HACH COMPANY	FLUORIDE ANALYZER REPAIR	\$ 2,808.95	dwtp
320583	3/3/2023	19151	TRANSPORTATION SOLUTIONS INC	32ND AND M INTERSECTION - DESIGN - JAN 16 - FEB 15, 2023	\$ 6,205.15	pw1
320576	3/3/2023	4767	CULBERTSON MARINE CONSTRUCTION	TOMMY THOMPSON TRAIL TRESTLE RESTORATION - DEMOLITION - JAN 3-6, 2023	\$ 8,366.20	parks1
320585	3/3/2023	FB33501	CAROLLO ENGINEERS, INC.	WATER SYSTEM PLAN UPDATE - FEB 2023	\$ 6,047.25	pw1
320254	3/3/2023	PAYMENT #2	ANACORTES FAMILY CENTER	CDBG PUBLIC SERVICES AFC PAYMENT #2	\$ 11,550.73	plan
320346	3/4/2023	00005W5A83093	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 3-4-23	\$ 33.43	apd
320339	3/6/2023	112678	WALTON BEVERAGE COMPANY, INC	10 LBS. COFFEE: 3/2	\$ 140.00	medic
320407	3/6/2023	22-251-FAC-0011	QUANTUM CONSTRUCTION, INC	RETAINAGE RELEASE	\$ 2,138.41	pw1
320410	3/6/2023	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; FEB 2023	\$ 495.00	apd
320589	3/6/2023	P0001-79	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP	\$ 4,996.10	dwwtp
320600	3/7/2023	03188	SKAGIT COUNTY SHERIFF'S OFFICE	JAIL TAX PAYMENT PER CONTRACT	\$ 93,953.02	finance
320560	3/7/2023	2023 Pest Lic Jordan	US DEPT OF AGRICULTURE	2023 PESTICIDE LICENSE RENEWAL JORDAN	\$ 93.00	dshop
320559	3/7/2023	2023 Pest Lic Lowry	US DEPT OF AGRICULTURE	2023 PESTICIDE LICENSE RENEWAL	\$ 93.00	dshop
320599	3/7/2023	21-043-FIN-001	ANACORTES FAMILY CENTER	AFFORDABLE HOUSING TAX PAYMENT	\$ 33,241.50	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
320598	3/7/2023	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	AFFORDABLE HOUSING TAX PAYMENT	\$ 33,241.50	finance
	Total				\$ 789,128.29	



City Council Agenda Bill

Meeting Date: March 13, **Agenda Item:** 5.c.
2023

Agenda Item Title: Street Fair Application - Anacortes Waterfront & Car Show

Staff Contact(s): DON MEASAMER

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

Joann Stewart
DON MEASAMER

Motion

Item Summary: Annual 2 day family festival with vendors, children's activities, live entertainment and a classic car show on June 3 and 4.

Budget Impact:

None

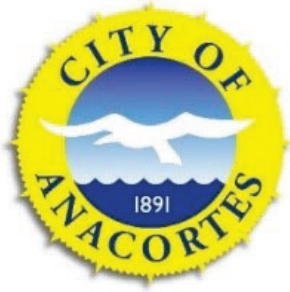
Previous Action: Approved by all Dept. heads

Recommended Motion: Move to approve Waterfront Fest Car Show street fair application as submitted

Alternative Actions: Deny

Attachments (listed in order presented):

1. Majestic Glass Car Show Waterfront Fest



Street Fair Application Processing

Administrator reviews the application for completeness. Administrator contacts the applicant to obtain any missing information and updates the application accordingly, including a legible copy of the Indemnification Agreement if that was not provided. It is recommended that the Administrator also verify that the applicant has entered phone and email correctly! Administrator then sets the target City Council date and routes the application for review by department heads.

View Anacortes Municipal Code [Chapter 7.04, Special Events](#)

Application

Application Date *

2/24/2023

Event Name *

Anacortes Waterfront Festival and Car Show

Applicant/Organization Name *

Majestic Glass Corvette Club / Anacortes Chamber of Commerce

Mailing Address *

819 Commercial Ave Ste F, Anacortes WA 98221

Event Contact Person *

John Lucke (MGCC) / Jesica Kiser (Anacortes Chamber of Commerce)

Event Contact Email *

edgarmgcc@gmail.com

Event Contact Phone *

(360) 293-7911

Event Website

http://www.majesticglass.org/myweb7/code/car_show.htm

Estimated Number of Participants/Attendees *

10,000 combined (500 car show only)

Event Description *

2 day family festival with vendors, children's activities, live entertainment and Classic Car Show as part of the Waterfront Festival Activities.

Will food vendors participate in this event? *

All Food Vendors must be inspected by the Fire Marshall on site prior to the start of the event.

☒ Yes ☐ No

Date Event Starts *

6/3/2023

Time Event Starts *

7:00:00 AM

Date Event Ends *

6/4/2023

Time Event Ends *

6:00:00 AM

Date Street Closure Starts *

Include requested closures before and after the event hours if required for set up and tear down.

6/3/2023

Time Street Closure Starts *

12:00:00 AM

Date Street Closure Ends *

6/4/2023

Time Street Closure Ends *

6:00:00 PM

Event Location *

List end points of each street that will be closed (e.g. 6th Street from O Ave to Q Ave). Also include location and dimensions of any structures that will be erected and locations of the event that will not be on city street right of way.

Waterfront Festival: Cap Sante parking lot 9th-11th and Q Ave;

Car Show: 9th Street starting at Q Avenue and curving around to R Avenue to the Maritime Museum and Market Street from 9th Avenue to the entrance to the Cap Sante Parking lot (behind the WT Preston)

Street sweep of the parking lot at Cap Sante Marina on the Monday after the festival (June 8th)

Parking Location

List any public parking areas that the event requests to use for dedicated event parking, including handicapped parking.

Street parking – limited at Cap Sante Marina, some ADA at cap Sante Marina.

Parking limited to car show participants on 9th from Q to R and R from 9th to the Maritime Museum and Market from 9th to Cap Sante north parking lot entrance (behind WT Preston).

Event Map (optional)

Upload one or more maps of the event

[Waterfront Festival and Car Sh...](#) 371.52KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[COA Indemnification Agreeemen...](#) 294.21KB

Download the Indemnification Agreement [here](#).

Signage

Street closure signs will be provided by the City of Anacortes. Applicants must contact City staff one week prior to the event to arrange sign delivery. Event sponsor personnel are responsible for placing street closure signs, which may not be posted more than 72 hours prior to the approved closure, must be removed immediately following the event, and must be returned to city staff the first business day following the event.

Insurance

The applicant may be required to provide public liability insurance subject to the provisions of AMC 7.04.100. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I state that I am over the age of 18, that I agree to assume responsibility for the above-described event and to abide by all conditions stipulated by the approval of the application. *

☒ Yes

Signature

John Lucke for MGCC

Admin Review

Council Meeting Date *

Target date for presentation to City Council; no later than 30 days prior to event

3/13/2023

Staff Review Deadline *

Staff review/approval required no later than 7 days prior to City Council meeting to allow packet preparation

3/6/2023

Administrator comments and conditions of approval

Insurance Certificate

Insurance certificate may be required by staff or as a condition of Council approval

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

N/A

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:**Parks Department concerns, objections, or conditions of approval ***

If this is going to run on Saturday June 3, have we inquired how this may affect the Farmers Market use of the area that day?

Police Department will provide the following services for this event:

regular police patrols

Police Department concerns, objections, or conditions of approval *

None

Public Works Department will provide the following services for this event:**Public Works Department concerns, objections, or conditions of approval ***

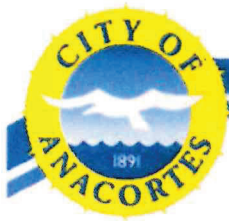
None

Departmental attachments

Upload any staff memos, guidelines, or requirements that will be in effect for this event.

The area in RED outlines the Waterfront Festival and the YELLOW highlights the street closure area for the car show.





SPECIAL EVENT INDEMNIFICATION AGREEMENT

The undersigned applicant, by signing below, certifies that the applicant is the authorized officer of the sponsoring organization and agrees as follows:

Pursuant to Anacortes Municipal Code Title 7.04.090, the undersigned applicant agrees to defend, indemnify and hold the City of Anacortes, its agents, employees and officers, harmless from any and all claims, injuries, suits, damages, losses, demands and judgments including the attorneys' fees and other costs of their defense, arising out of in whole or in part, the activities, omissions or appliances of the applicant, his employees, agents, volunteers or otherwise, except any claims arising from the sole negligence of the City. The applicant further agrees to comply with all provisions of pertinent laws, rules and regulations, and agrees that any failure to so comply may lead to revocation of an applicant's permit. This Indemnification Agreement constitutes substantial adequate consideration in return for the City's issuance of a special event permit.

Date: 2/22/2023

John Lucke, for MGCC

Name and Title - Printed

Signature

Jessica Kiser, President / CEO

Name and Title - Printed

Signature



City Council Agenda Bill

Meeting Date: March 13, **Agenda Item:** 6.a.
2023

Agenda Item Title: Washington State Ferries (WSF) Service Restoration Plan - 2023 Update

Staff Contact(s): MATT MILLER, Emily Schuh

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Presentation
MATT MILLER	

Item Summary: Washington State Ferries presentation by Planning, Customer & Government Relations Director John Vezina on the WSF Service Restoration Plan that was updated in February 2023.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. WSF Service Restoration Plan Update_Presentation Copy

Washington State Ferries Update

Anacortes City Council

John Vezina, Washington State Ferries Director
of Planning, Customer and Government
Relations

March 13, 2023

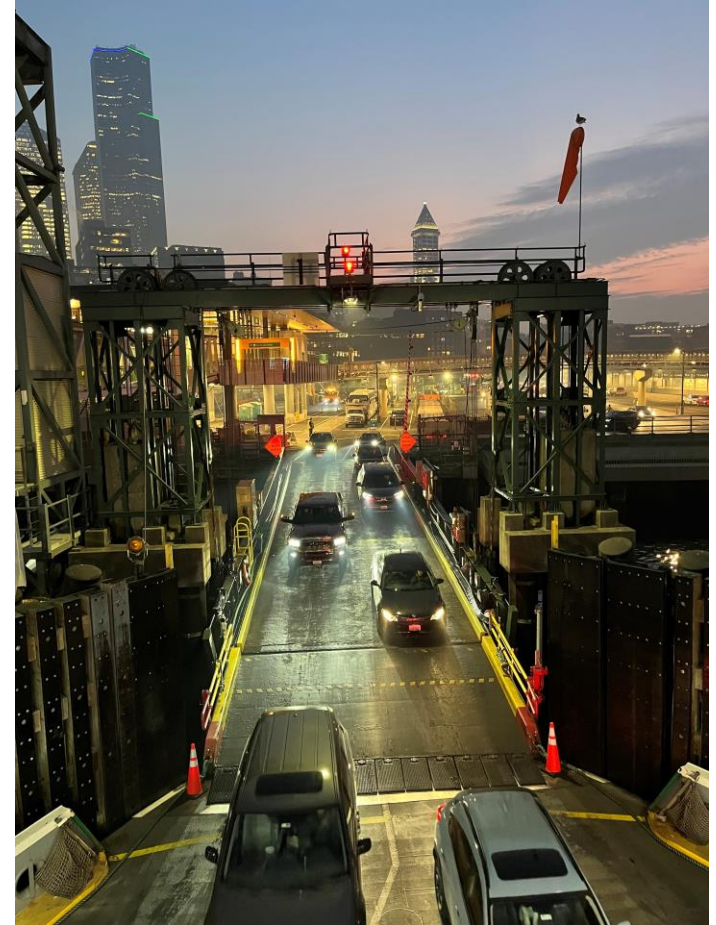
Roger Millar, Secretary of Transportation

Amy Scarton, Deputy Secretary of Transportation

SERVICE RESTORATION

Return to pre-pandemic service dependent on:

- ✓ Ridership levels and accommodating the seasonal increase in summer peak season ridership.
- ✓ The ability of WSF to recruit, hire and train new employees to fill key positions.
- ✓ The rate of retirements and other separations that contribute to overall staffing levels.
- ✓ Lack of vessels due to unanticipated breakdowns and an aging fleet.

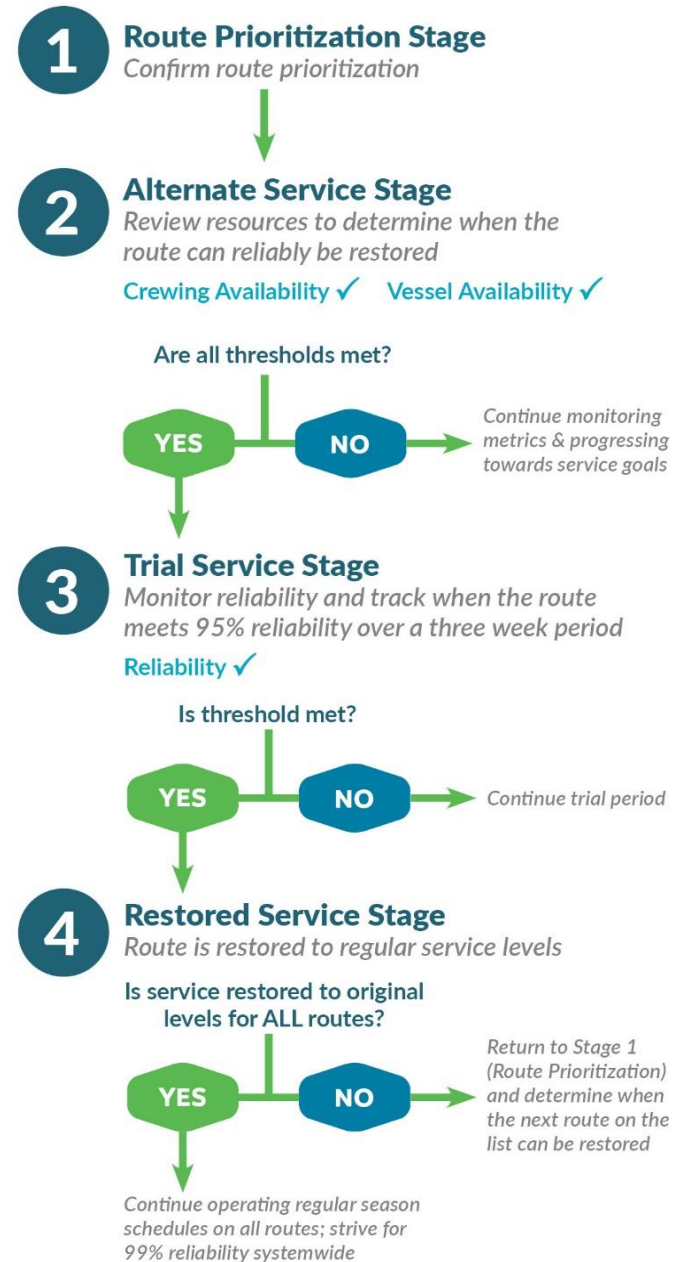


SERVICE RESTORATION PROCESS

Route prioritization

- Anacortes/San Juan Islands
- Seattle/Bainbridge
- Mukilteo/Clinton
- Edmonds/Kingston
- Fauntleroy/Vashon Island/Southworth
- Seattle/Bremerton
- Port Townsend/Coupeville
- Anacortes/Sidney BC

* Point Defiance/Tahlequah remains on one-boat service



SERVICE RESTORATION PROGRESS

Route	Restoration Stage
ANACORTES/ SAN JUAN ISLANDS	4 Regular Service
SEATTLE/ BAINBRIDGE	4 Regular Service
MUKILTEO/CLINTON	4 Regular Service
EDMONDS/KINGSTON	4 Regular Service
FAUNTLEROY/ VASHON/ SOUTHWORTH	2 Alternate Service
SEATTLE/ BREMERTON	2 Alternate Service
PORT TOWNSEND/ COUPEVILLE	Late-Fall/Winter Regular Service Late-Spring Alternate Service
ANACORTES/ SIDNEY, B.C.	No Service
POINT DEFIANCE/ TAHLEQUAH	Regular Service

Timeline for service restoration of remaining routes

Anacortes/San Juan Islands

Restored Jan. 2022

Seattle/Bainbridge

Restored April 2022

Mukilteo/Clinton

Restored May 2022

Edmonds/Kingston

Restored Feb. 2023

Fauntleroy/Vashon/Southworth

Estimated restoration: May 2023 (weekday service);
Fall 2023 (full service)

Seattle/Bremerton

Estimated restoration: Oct. 2023

Port Townsend/Coupeville

Estimated restoration: Spring 2024

Anacortes/Sidney, B.C.

Estimated restoration 2030

VESSEL AVAILABILTY

YAKIMA



TILLIKUM



KALEETAN



SOLAS (SAFETY OF LIFE AT SEA) VESSEL

- WSF vessels assigned to the Anacortes/Friday Harbor/Sidney, BC route need additional features required for international travel
- With the retirement of the *Elwha* in 2019, this leaves WSF with only one [SOLAS](#) vessel, the 124-vehicle *Chelan*, built in 1981 and scheduled to be retired in 2036
- With the first new Hybrid Electric Olympic Class vessel not expected until 2027, and the need to replace vessels kept in service until far past their planned retirement date, it's unlikely WSF will have the capacity to convert a second boat to SOLAS until at least 2034 requiring the *Chelan* to be consistently available in order to restore service to Sidney, BC



Questions?

John Vezina, WSF Director of Planning, Customer and
Government Relations
vezinaj@wsdot.wa.gov





City Council Agenda Bill

Meeting Date: March 13, 2023 **Agenda Item:** 6.b.

Agenda Item Title: Interlocal Agreement 23-092-PRK-002 for Thompson Trail Trestle and Causeway Replacement Design Funding from Washington State Department of Natural Resources (DNR)

Staff Contact(s): JONN LUNSFORD

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

Item Summary: The City of Anacortes applied for and was awarded a \$10,000 grant from Washington State Department of Natural Resources. The purpose of this Agreement is to provide for DNR to provide funds and in-kind assistance for feasibility, engineering and design for the removal and replacement of the former railroad trestle that supports the Tommy Thompson trail.

Background: This DNR agreement is a partial match for the state Recreation and Conservation Office (RCO) grant 20-1065 which has already been awarded but not yet signed (pending matching funds). This DNR Interagency Cooperation Agreement is match # 1. The City is drafting an interlocal with Skagit County to receive \$58,000 for this project and a separate interlocal with the Samish Indian Nation for up to \$150,000 in funding.

Budget Impact:
Receipt of \$10,000.00

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperation Agreement 23-092-PRK-002 between the City of Anacortes and Washington State Department of Natural Resources.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 23-092-PRK-002



**INTERAGENCY AGREEMENT
DEPARTMENT OF NATURAL RESOURCES (DNR)**

NO. 93-104125

PI: 39M

Funding Source: State

Grant Funded: ☐ Yes ☒ No

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and the below named firm, hereinafter referred to as City of Anacortes.

DNR and City of Anacortes enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

City of Anacortes

Po Box 547

City of Anacortes WA 98221

Phone: 360-293-1918

FAX: 360-293-1928

Email: jonnl@cityofanacortes.org

IT IS MUTUALLY AGREED THAT:

1.0 Purpose. The purpose of this Agreement is to provide for DNR to provide funds and in-kind assistance for feasibility, engineering and design for the removal and replacement of the former railroad trestle that supports the Tommy Thompson trail. The funds are provided to help fulfill a match requirement for the Estuary and Salmon Habitat grant, #20-1605, that City of Anacortes received in 2021.

2.0 Scope of Work. The City of Anacortes shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Exhibit A – Scope of Work.

3.0 Period of Performance. The period of performance under this contract will be from the date of execution through June 30, 2023.

4.0 Payment. The parties estimate that the cost of accomplishing the work will not exceed Ten Thousand Dollars (\$10,000). Pay for services shall be based on the rates and terms described in Exhibit B – Budget.

5.0 Billing Procedures. City of Anacortes shall submit invoices quarterly. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

- A. Agreement number 93-104125.
- B. Copy of subcontractor invoices that billing is based on.
- C. The total amount of taxes (if any).
- D. Any other relevant information.
- E. The total invoice charge.

6.0 Records Maintenance. The City of Anacortes shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by the City of Anacortes in providing the services. These records shall be available for inspection, review, or audit by personnel of DNR, other personnel authorized by DNR, the Office of the State Auditor, and federal officials as authorized by law. The City of Anacortes shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

7.0 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be ‘works for hire’ as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned by both parties equally. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

8.0 Independent Capacity. The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

9.0 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

10.0 Termination for Convenience. Either party may terminate this Agreement upon 30 calendar days' prior written notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11.0 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

12.0 Disputes. If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

13.0 Governance. This contract is entered into by the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal statutes and rules;
- (2) State of Washington statutes and regulations
- (3) Scope of Work; and
- (4) Any other provisions of the agreement, including materials incorporated by reference.

14.0 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the Agreement No. 93-104125

express prior written consent of the other party. Neither party shall unreasonably withhold consent.

15.0 Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

16.0 Harassment. Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf

17.0 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

18.0 Responsibilities of the Parties/Indemnification. To the fullest extent permitted by law, the City of Anacortes shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The City of Anacortes's obligation to indemnify, defend, and hold harmless includes any claim by the City of Anacortes's employees, representatives, any subcontractor or its employees, or any third party.

However, the City of Anacortes shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) the City of Anacortes, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then the City of Anacortes's obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of the City of Anacortes, its agents, employees, representatives, any subcontractor or its employees, or any third party's share of any concurrent negligence.

The City of Anacortes waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

19.0 Insurance.

Before using any of said rights granted herein and its own expense, the City of Anacortes shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

The City of Anacortes shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. The City of Anacortes shall also provide renewal certificates as appropriate during the term of this Agreement.

The City of Anacortes shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of the City of Anacortes to have its subcontractors and agents comply with the insurance requirements contained herein does not limit the City of Anacortes's liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: The City of Anacortes shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: The City of Anacortes shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: The City of Anacortes shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." The City of Anacortes waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): The City of Anacortes shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. The City of Anacortes waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. The City of Anacortes waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

ADDITIONAL PROVISIONS:

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If the City of Anacortes is self-insured or a member of risk pool insurance, evidence of its status shall be provided to State. The evidence, including but not limited to a letter of coverage, should demonstrate that the City of Anacortes's insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the insurance program of the City of Anacortes is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: The City of Anacortes waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

20.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

21.0 Contract Management.

CONTRACTOR Contract Manager Information	DNR Contract Manager Information
Tiffany Matson City of Anacortes PO Box 547 Anacortes, WA 98221 <i>Phone</i> : 360-293-1971 <i>Email address</i> : contracts@cityofanacortes.org	Birdie Davenport Department of Natural Resources PO BOX 47027 Olympia, WA 98504 <i>Phone</i> : 360-915-4005 <i>Fax</i> : N/A <i>Email address</i> : roberta.davenport@dnr.wa.gov
CONTRACTOR Project Manager Information	DNR Project Manager Information
Jon Lunsford City of Anacortes PO Box 547 Anacortes, WA 98221 <i>Phone</i> : 360-293-1918 <i>Fax</i> : 360-293-1928 <i>Email address</i> : jonnl@cityofanacortes.org	Birdie Davenport Department of Natural Resources PO BOX 47027 Olympia, WA 98504 <i>Phone</i> : 360-915-4005 <i>Fax</i> : N/A <i>Email address</i> : roberta.davenport@dnr.wa.gov

22.0 Subcontracts. Subcontractor means not in the employment of the Agency, who is performing all or part of the activities related to this Agreement under a separate contract with the Agency responsible for the scope of work as identified within. If utilizing subcontractors to perform the scope of work, the Agency is required to obtain subcontractors in compliance with RCW 39.26. Agency must provide both proof of competitive solicitation and that the solicitation was posted in WEBS, sole source filing and DES approval, or a documented exemption per DES policy, whichever the case may be.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF ANACORTES

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

Signature	Date	Signature	Date
Matt Miller		Tom Gorman	
Name		Name	
Mayor, City of Anacortes		Aquatic Resources Division Manager	
Title		Title	
PO Box 547		PO BOX 47027	
City of Anacortes, WA 98221		Olympia, WA 98504	
Address		Address	
360-299-1900		360-902-1100	
Telephone		Telephone	

SCOPE OF WORK

The City of Anacortes and DNR have agreed to work cooperatively to develop feasibility, design and engineering plans the former railroad trestle in Fidalgo Bay, now serving as a regional trail.

Background:

The City of Anacortes owns a railroad right of way that includes a railroad trestle that terminates at the eastern shoreline of Fidalgo Bay. The Tommy Thompson Trail is a popular multiple use trail that starts at the Port of Anacortes, borders the waterfront and across Fidalgo Bay, ending at Marches Point. The portion of the trail that bisects Fidalgo Bay is built on a causeway and trestle that follows a railroad right of way owned by the City of Anacortes. The well-used trail provides a scenic view of the bay. The trestle portion of the trail is 2020' and supported by existing creosote pilings. The causeway section is on fill protected by riprap armoring and extending 2360' across the bay. The right of way is generally 100' wide. The citizens of the City of Anacortes and surrounding communities are devoted to the trail and have personally invested funds to repair and maintain it, and must be an integral part of any plan for replacement. The City of Anacortes is working to extend the trail to the west and has existing commitments and priorities for funding trail construction.

DNR has designated 780 acres of state-owned aquatic land within Fidalgo Bay as an Aquatic Reserve. The reserve protects herring spawning habitat, as well as surf smelt spawning habitat (an important forage fish for salmon and other species.) The reserve program has sponsored several restoration projects to restore spawning substrate to Fidalgo Bay beaches, led debris cleanup work parties, and worked cooperatively with partners on monitoring forage fish and nearshore environments. Native shellfish restoration is also underway near the trestle. The railroad trestle and causeway bisects the reserve, and the elevated trail is a prominent feature at the site which provides valued public access. The trestle also contains hazardous materials that should be removed / isolated from the aquatic environment of the reserve. DNR has an aquatic restoration program that works in conjunction with the aquatic reserve program on major restoration projects such as this one, and will assist with design development. The Samish Tribe has completed feasibility studies on the trestle which could help inform this project as well.

The City of Anacortes received a grant from the Estuary and Salmon Restoration Program for \$205,000, however the anticipated match funds required by this grant is not currently available, so the City of Anacortes and other partners are contributing available resources to provide the required 30% match.

Proposed Work:

The City of Anacortes will contract with an environmental engineering firm for the grant work. The objective for the contractor is to complete any needed feasibility work and develop conceptual designs, followed by 30% engineering designs for removing and replacing the Fidalgo Bay/Tommy Thompson Trail trestle and a portion of the causeway. DNR will provide up \$3,000 of in-kind match in the form of DNR staff providing professional restoration work on the project, which may consist of assisting with Request for Proposals/Qualifications preparation and review, contractor selection, contract scope of work

and public outreach, including meetings and presentations. This is in addition to the \$10,000 cash match provided by DNR under this IAA.

Deliverables:

Reports, concept and engineering designs from the City of Anacortes' selected contractor, shall be provided to DNR at the time of final billing or June 30, 2023, whichever is earlier. Regular email or phone communication, will occur at least monthly, between the City of Anacortes and DNR project managers on project progress.

BUDGET

Budget and Schedule:

DNR will provide:

- \$10,000 cash match funds for the project. Work must be completed and billed by June 30, 2023.
- Up to \$3,000 in DNR in-kind (donated) staff time. Hours will be tracked with a project code and a database report provided to the City of Anacortes with the recorded hours, along with documentation of the work completed.

The engineering contract between a contractor and the City of Anacortes is expected to commence by - early 2023 and will still be underway when the DNR match funds are expended.



City Council Agenda Bill

Meeting Date: March 13, **Agenda Item:** 6.c.
2023

Agenda Item Title: Stormwater Program Update

Staff Contact(s): DIANE HENNEBERT

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

DIANE HENNEBERT
Henry Hash

Presentation

Item Summary: The City's Western Washington Phase II Municipal Stormwater Permit requires an annual update of the Stormwater Management Program Plan. City staff will present the draft 2023 Stormwater Management Program Plan, which includes the draft Fidalgo North Stormwater Management Action Plan.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. draft 2023 Stormwater Management Program Plan
2. draft Fidalgo North Stormwater Action Plan
3. 2023 Council SWMP-SMAP



City of Anacortes

2023 Stormwater Management Program Plan



March 31, 2023

Prepared in compliance with the
Western Washington Phase II Municipal Stormwater Permit
(issued on July 1, 2019, effective on August 1, 2019)

Permit # WAR04-5549

Prepared by:

City of Anacortes
Public Works Department

Date: March 31, 2023

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Section 1

INTRODUCTION

1.1 Overview

The City of Anacortes is a permittee under the Western Washington Phase II Municipal Stormwater Permit (Phase II Permit or Permit) issued by the Washington State Department of Ecology (Ecology) on July 1, 2019 and effective on August 1, 2019. Under the requirements of the Phase II Permit, the City must develop and implement a Stormwater Management Program (SWMP), which are actions and activities required under the Permit. The City is also required to prepare written documentation of the SWMP in a document called the SWMP Plan, which describes and informs the public of planned activities for the upcoming calendar year. The City updates the SWMP Plan at least annually for submittal with the City's Annual Report to the Department of Ecology. This SWMP Plan describes planned activities of the City's SWMP for 2023.

1.2 Regulatory Background

The federal Clean Water Act (CWA) establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating water quality standards for surface waters. The CWA's primary objective is to restore and maintain the integrity of the nation's waters. The objective translates into two fundamental national goals: to eliminate the discharge of pollutants into the nation's waters and to achieve water quality levels that are fishable and swimmable. The Environmental Protection Agency (EPA) regulates stormwater under Section 402(p) of the CWA, including regulating discharges from municipal separate storm sewer systems.

The National Pollutant Discharge Elimination System (NPDES) permitting program regulates point sources that discharge pollutants to waters of the United States. EPA delegated NPDES permit authority to the Washington State Department of Ecology (Ecology). Under Washington's Water Pollution Control Act, Ecology issued Municipal Separate Storm Sewer System (MS4) general permits in two phases. The Phase I Permit was first issued in 1995 to cover incorporated cities with a population of more than 100,000 people and unincorporated counties with a population of more than 250,000 people. Two Phase II Permits were first issued in 2007: one for Western Washington and one for Eastern Washington. Both cover MS4s serving less than 100,000 persons and construction sites disturbing more than one acre. The Western Washington Phase II Municipal Stormwater Permit was reissued in 2012 and 2019.

The Phase II Permit authorizes the discharge of stormwater to surface waters and groundwaters of the state from MS4s subject to the conditions contained in the Permit. The Permit requires permittees to implement actions and activities to protect the water quality of receiving waters, including "best management practices" (BMPs). Permittees are required to reduce the discharge of pollutants to the "maximum extent practicable" (MEP), use all known, available, and reasonable methods of prevention, control, and treatment (AKART) to prevent and control pollution of waters of the state, and protect water quality.

Under the Phase II Permit, the City of Anacortes must develop and implement a Stormwater Management Program (SWMP), which is a set of actions and activities required under the Permit, which include the following components specified in the Permit:

- Stormwater Planning

- Public Education and Outreach
- Public Involvement and Participation
- MS4 Mapping and Documentation
- Illicit Discharge Detection and Elimination
- Controlling Runoff from New Development, Redevelopment and Construction Sites
- Municipal Operations and Maintenance
- Source Control for Existing Development

1.3 City of Anacortes Regulated Area

Anacortes has an estimated population of 17,832 and covers approximately 11.7 square miles of land area. The majority of the stormwater runoff from Anacortes eventually drains into Fidalgo Bay, Guemes Channel, or Burrows Bay, which are located in the Salish Sea. Incorporated in 1891, Anacortes has been active in seafood harvesting and processing, natural resource refining (primarily wood products and oil), boat building and maintenance, shipping, ferry and port tourism, home building, retail businesses and promoting the natural beauty of the area. Anacortes is known as a working waterfront town.

1.4 SWMP Implementation Responsibilities and Internal Coordination Among City Departments

The administration of the SWMP is a multi-department effort that is overseen by the Stormwater Program Manager and Stormwater Division staff. The SWMP is implemented through coordination mechanisms among departments within the City and between the City and neighboring jurisdictions. The Stormwater Division in the City's Public Works Department works closely with staff in the following City offices and departments to implement the City's SWMP:

- Public Works Department (Public Works or PW)
 - Operations and Maintenance Division Staff
 - Street, Sewer, and Stormwater Crew (Street Crew) and Street Crew Supervisor
 - Stormwater Program Manager and Stormwater Division staff
 - Engineering Division Staff
 - Wastewater Treatment Plant Staff
 - Water Treatment Plant Staff
 - GIS Division
- Planning, Community, and Economic Development Department (Planning)
 - Planners
 - Building Department Staff and Building Inspectors
- City Attorney's Office
- Finance Department
- Information Services
- Parks and Recreation Department (Parks)
- Police Department
- Fire Department

The Stormwater Division also works closely with the following community partners:

- Skagit Conservation District

- Samish Indian Nation
- Port of Anacortes
- Skagit Marine Resources Committee
- Fidalgo Bay Aquatic Reserve Citizen Stewardship Committee (FBARCSC)
- Friends of Skagit Beaches
- Anacortes High School Green Club
- The Salish Sea School
- Regional Stormwater Monitoring Program/Stormwater Action Monitoring

Table 1-1 summarizes implementation responsibilities associated with the SWMP Components.

Table 1-1. SWMP Implementation Responsibilities and Coordination		
Stormwater Management Program Components	City Departments	Outside Entities
Stormwater Planning	• Public Works • Planning • City Attorney's Office	
Public Education and Outreach	• Public Works • Planning • Information Services • Finance	• Skagit Conservation District • Samish Indian Nation • Port of Anacortes • Skagit Marine Resources Committee • FBARCSC • Friends of Skagit Beaches • Anacortes High School Green Club • Salish Sea School
Public Involvement and Participation	• Public Works • Information Services • Finance	• Samish Indian Nation • FBARCSC • Friends of Skagit Beaches
MS4 Mapping and Documentation	• Public Works • Information Services	
Illicit Discharge Detection and Elimination	• Public Works • Information Services • City Attorney's Office • Finance • Fire Department • Police Department	• Port of Anacortes • Samish Indian Nation • Friends of Skagit Beaches
Controlling Runoff from New Development, Redevelopment, and Construction Sites	• Public Works • Planning • Information Services • Finance	

Municipal Operations and Maintenance	• Public Works • Parks • Information Services • Finance	
Source Control Program for Existing Development	• Public Works • Planning • City Attorney's Office • Information Services	
Water Quality Monitoring	• Public Works • Finance	• Regional Stormwater Monitoring Program/Stormwater Action Monitoring • Samish Indian Nation • Friends of Skagit Beaches

The following examples of internal and external coordination activities illustrate how the City's coordination efforts remove barriers, promote understanding of the Phase II Permit, and facilitate Permit compliance:

- In 2023, the City will continue to hold regular meetings, with increased frequency when necessary, with representatives from PW-Operations & Maintenance, PW-Engineering, PW-Water, PW-Wastewater Treatment Plant, Planning-Construction Inspection, Planning-Planners, Parks, City Attorney's Office, Finance Department, Fire Department, and the Police Department. These meetings allow the City to coordinate SWMP participation, recordkeeping, and ongoing staff training across City departments. Specific tasks for inter-departmental coordination meetings include discussions regarding work flow and communication among departments, permit requirements of each department, and communication to facilitate the submittal of information to the Stormwater Division as required for the Annual Report. These coordination efforts assist the successful completion and submittal of the City's Annual Report. Coordination between jurisdictions facilitates information sharing, eliminates duplicate efforts and promotes regional solutions in a manner to most efficiently use the City's resources to improve the stormwater program and water quality.
- City staff work with the Port of Anacortes regularly when investigating concerns about the storm drainage system, tracing stormwater pollutants, and conducting water quality sampling. The City also has quarterly meetings with the Port of Anacortes to discuss any stormwater-related concerns.
- The City coordinates water quality sampling and stormwater source control efforts with the Samish Indian Nation.
- The City partnered with Friends of Skagit Beaches in 2020 to launch a citizen science program monitoring water quality at stormwater outfalls. This program includes education and outreach activities, illicit discharge detection and elimination, and water quality monitoring.
- On a regional level, the City currently participates in several local coordination efforts. These efforts include the North Sound Coordinators Group, Skagit Marine Resources Committee, APWA Stormwater Managers Committee, and a regional education and outreach partnership with local jurisdictions and the Skagit Conservation District. The City's coordination with local and regional jurisdictions has provided an effective network of contacts and productive relationships. In 2023 the City will also coordinate with the

Skagit Watershed Council, Business Inspection Group, and partners associated with the Mt. Erie Elementary School rain garden project.

1.5 SWMP Plan Organization

This SWMP Plan's organization follows the sequence of SWMP components in the Phase II Permit. Each section includes a summary of the relevant component and the planned activities for 2023:

- Section 2 - Stormwater Management Program Administration
- Section 3 - Stormwater Planning
- Section 4 - Public Education and Outreach
- Section 5 - Public Involvement and Participation
- Section 6 - MS4 Mapping and Documentation
- Section 7 - Illicit Discharge Detection and Elimination
- Section 8 - Controlling Runoff From New Development, Redevelopment, and Construction Sites
- Section 9 - Municipal Operations and Maintenance
- Section 10 - Source Control Program for Existing Development
- Section 11 - Monitoring and Assessment
- Section 12 - Reporting Requirements

Section 2

STORMWATER MANAGEMENT PROGRAM ADMINISTRATION

2.1 Permit Requirements

Phase II Permit Section S5.A requires the City to complete the following tasks:

- Submit an Annual Report of the Phase II Permit to Ecology by March 31 of each year.
- Update at least annually the City's SWMP Plan and submit it to Ecology with the City's Annual Report.
- Gather, track, maintain, and use information to evaluate SWMP development, implementation, and Permit compliance, and to set priorities.
- Track the cost of development and implementation of each component of the SWMP.
- Track the number of inspections, follow-up actions as a result of inspections, official enforcement actions, and types of public education activities as required by the respective program components.
- Continue implementing the existing stormwater management program until beginning implementation of an updated stormwater management program.
- Coordinate among departments within the City to eliminate barriers to compliance with the Permit, as well as additional coordination with other Permittees as needed.

2.2 City's SWMP Administration

This section provides a description of Phase II Permit requirements related to administration of the City's SWMP, which is a set of actions and activities required under the Permit, and the City's planned SWMP activities for 2023. The City has prepared and updates, at least annually, written documentation of the City's SWMP called the SWMP Plan, which describes and informs the public of planned SWMP activities for the upcoming calendar year.

Internal coordination among City staff in different departments occurs in various ways to achieve Permit compliance. Over the years, the City has implemented many measures that have improved communication and coordination among the departments involved in the stormwater program. The City has implemented electronic software programs that allow for increased information sharing and communication among various departments that has improved the efficiency of the stormwater program. Information is now electronically available to the various departments, which allows departments to share information and track development projects and inspections. For example, when an inspector updates information regarding stormwater infrastructure in the field, the GIS mapping team and other staff are also updated in real time. Another example is that various steps in the site plan review and inspection process are now automated so that the scheduling of various project reviews and site inspections are automatically prompted and scheduled once a preceding step in the development process has occurred. This allows various departments to efficiently coordinate their different roles in the development review process, and to be able to see in real time what steps other departments have completed. Under the direction of the City's Stormwater Program Manager, the City has instituted regular meetings among staff from different departments to discuss stormwater-related programs and coordination.

Regarding regional coordination or coordination between jurisdictions, City staff works with the Port of Anacortes regularly when investigating concerns about the storm drainage system, tracing stormwater pollutants, and conducting water quality sampling. The City also has quarterly meetings with the Port of Anacortes to discuss any stormwater related concerns. The City coordinates water quality sampling and

stormwater source control efforts with the Samish Indian Nation. On a watershed level, the City participates in several regional coordination efforts, including the North Sound Coordinators Group, Skagit Marine Resources Committee, and a regional education and outreach partnership with the Skagit Conservation District (SCD), Skagit County, City of Mount Vernon, City of Burlington, and City of Sedro-Woolley.

2.3 Planned 2022 Compliance Activities

Planned activities for the City's 2023 SWMP are included in Table 2-1.

Table 2-1. 2023 Stormwater Management Program Administration Work Plan	
Activity ID	Activity Description
SWMP-1	Revise and update the City's SWMP Plan to identify planned activities for 2023.
SWMP-2	Track SWMP implementation and Phase II Permit compliance.
SWMP-3	Maintain a database for tracking costs associated with the Phase II Permit.
SWMP-4	Track inspections, official enforcement actions, and types of public education activities to be included in the Annual Report.
SWMP-5	Regular meetings with City department representatives to discuss stormwater-related programs and coordination.
SWMP-6	Coordinate with other local Permittees and regional groups on stormwater-related programs and projects.
SWMP-7	Receive and evaluate community input regarding the City's SWMP and SWMP Plan.

Section 3

STORMWATER PLANNING

3.1 Permit Requirements

Phase II Permit section S5.C.1 requires the City to complete the following tasks:

- Convene an inter-disciplinary team to inform and assist in the development, progress, and influence of this program (due by August 1, 2020).
- Describe how stormwater management needs and protection/improvement of receiving water health are informing the planning update processes and implementation strategies. The report shall describe the water quality and watershed protection policies, strategies, codes, and other measures intended to protect and improve local receiving water health through planning or considering stormwater management needs or limitations.
 - Respond to annual report questions describing how anticipated stormwater impacts on water quality were addressed during the 2013-2019 permit cycle (due on or before March 31, 2021) and the current permit term (due on or before January 1, 2023).
- Continue to require LID Principles and LID BMPs when updating, revising, and developing new local development-related codes, rules, standards, or other enforceable documents, as needed. LID shall be the preferred and commonly-used approach to site development.
- Assess and document any newly identified administrative or regulatory barriers to implementation of LID Principles or LID BMPs and the measures to address the barriers.
- Document and assess existing information related to their local receiving waters and contributing area conditions to identify which receiving waters are most likely to benefit from stormwater management planning. Permittees shall submit a watershed inventory and include a brief description of the relative conditions of the receiving waters and the contributing areas (due March 31, 2022).
- Informed by the assessment of receiving water conditions, Permittees shall develop and implement a prioritization method and process to determine which receiving waters will benefit the most from implementation of stormwater facility retrofits, tailored implementation of SWMP actions, and other land/development management actions (prioritized and ranked list of receiving waters is due June 30, 2022).
- Develop a Stormwater Management Action Plan (SMAP) for at least one high priority catchment area that includes a description of stormwater retrofits needed for the area, land management/development strategies for water quality management, target implementation of stormwater management actions, identification of changes needed to local long-range plans to address SMAP priorities, a proposed implementation schedule and budget sources, and a process and schedule to provide future assessment and feedback to improve the planning process and implementation of procedures or projects (due March 31, 2023).

3.2 City's Stormwater Planning

The City of Anacortes has regular interdepartmental meetings on stormwater topics and stormwater planning is a City-wide effort. In 2019, the City of Anacortes passed an ordinance updating stormwater management standards, including Low Impact Development (LID), illicit discharge detection and elimination, operations and maintenance of private and public stormwater facilities, and clearing and grading standards. In 2022, the City of

Anacortes passed two ordinances updating the City's stormwater management manual and amending the code to support the Source Control Program for Existing Businesses.

3.3 Planned 2023 Compliance Activities

The City's planned compliance activities for 2023 are included in Table 3-1.

Table 3-1. 2023 Stormwater Planning Work Plan	
Activity ID	Activity Description
SP-1	Coordinate with interdisciplinary team in the development, progress, and influence of the stormwater program.
SP-2	Provide opportunities for community input on the stormwater planning process.
SP-3	Submit report to Ecology regarding stormwater management policies and how they protect and improve local receiving waters.
SP-4	Continue to require LID Principles and LID BMPs in local development-related codes, rules, standards, and other enforceable documents.
SP-5	Assess and document any newly identified administrative or regulatory barriers to implementation of LID Principles of LID BMPs and mechanisms adopted to encourage or require implementation of LID principles or LID BMPs.
SP-6	Finalize SMAP for one high priority catchment basin and submit to Ecology.

Section 4

PUBLIC EDUCATION AND OUTREACH

4.1 Permit Requirements

Section S5.C.2 of the Phase II Permit requires the City to implement an education and outreach program designed to:

- Build general awareness about methods to address and reduce impacts from stormwater runoff.
- Effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts.
- Create stewardship opportunities that encourage community engagement in addressing the impacts from stormwater runoff.
- Conduct an evaluation of the effectiveness of an ongoing behavior change campaign.

4.2 City's Public Education and Outreach Activities

The City's SWMP currently includes a variety of activities and educational opportunities for public education and outreach. The City provides a wide range of brochures for the public, as well as brochures directed towards specific industries. These brochures are available at City Hall and many are also available on the City of Anacortes stormwater website. Additional information regarding the City's SWMP is also available on the City's stormwater website, including information on:

- Public education and outreach opportunities
- Best management practices to protect water quality in the storm system
- Low impact development
- Illicit discharge detection and elimination, including reporting options
- Stormwater utility billing
- Municipal stormwater permit
- Source control program for existing businesses
- Useful links to outside stormwater resources

The City's public education and outreach activities are designed to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts and encourage the public to participate.

The City is part of a partnership with the Skagit Conservation District (SCD), Skagit County, City of Mount Vernon, City of Burlington, and City of Sedro-Woolley to provide workshops and classes for public education and outreach that comply with the City's Phase II Permit, including:

- Skagit Stream Team
- Backyard Conservation Stewardship Short Course Program
- Watershed Masters Program
- Private Stormwater Facility Maintenance Workshop

Program offerings were affected by coronavirus restrictions in 2021, however in 2022 the full range of programs were offered (often with hybrid virtual and in-person offerings). Watershed Masters volunteers participated in

socially distanced outdoor activities to continue volunteer activities in 2022. The Private Stormwater Facility Maintenance Workshop was held in-person on September 29, 2022 and Skagit Stream Team was able to continue with water quality monitoring activities. A full roster of programs is planned for 2023, with continued virtual and in-person offerings.

The regional partnership is working together on a behavior change campaign across the county focused on a reduction in pet waste reaching local waterways. The program includes signage at local parks as well as a scoop the poop pledge program.

Web addresses for City of Anacortes and Skagit Conservation District websites, as well as the associated programs and handouts, are contained in Appendix C.

In 2020, Friends of Skagit Beaches, in partnership with the City of Anacortes, launched a citizen science program aimed at monitoring water quality at City stormwater outfalls. The Stormwater Program Manager worked with Friends of Skagit Beaches to train volunteers and continues to communicate with the volunteers about sampling results and educate them on stormwater issues. The Stormwater Program Manager has continued to work with the Friends of Skagit Beaches citizen science program to address water quality concerns and provide additional information on water quality issues.

The City traditionally provides outreach at a variety of community events to engage the public on matters of stormwater and pollution prevention. Due to the coronavirus epidemic, in-person events and festivals were cancelled for most of 2021. In 2022 the City was able to resume outreach at community events, including the Energy Fair, the Anacortes Waterfront Festival, and Fidalgo Bay Day. In-person outreach will continue in 2023.

4.3 Planned 2023 Compliance Activities

The City of Anacortes, along with our regional partners, contract with the Skagit Conservation District (SCD) to conduct education and outreach activities. The City will continue to partner with the SCD in 2023, as well as conduct education and outreach activities independently. The City's planned activities for public education and outreach for this calendar year are included in Table 4-1.

Table 4-1. 2023 Public Education and Outreach Work Plan	
Activity ID	Activity Description
EDUC-1	Coordinate with SCD, Stormwater Outreach for Regional Municipalities (STORM) and other regional groups to promote education and outreach programs.
EDUC-2	Continue to implement education and outreach strategy with SCD, including the Stormwater Facility Maintenance Workshop, Skagit Stream Team, Watershed Masters Program, and Backyard Conservation Stewardship Program.
EDUC-3	Continue to implement the regional pet waste campaign.
EDUC-4	Create stewardship opportunities to encourage residents to participate in activities such as stream team, outfall water quality monitoring, storm drain marking, riparian plantings and education activities.
EDUC-5	Educate select City staff and elected officials to develop a common level of knowledge related to Low Impact Development stormwater management principles and techniques.

EDUC-6	Educate the general public and developers to develop a common level of knowledge related to Low Impact Development stormwater management principles and techniques.
EDUC-7	Provide outreach materials regarding stormwater pollution prevention, natural yard care, and best management practices for preventing improper waste disposal to the public at City Hall, the library and community events.
EDUC-8	Review and revise the City of Anacortes Stormwater website to increase the information provided to the public regarding stormwater pollution prevention, educational opportunities, and hazards associated with stormwater pollution, illicit discharges, and improper waste disposal.
EDUC-9	Place ads in the Anacortes American Weekly and A-Town is Our Town regarding the City's spill hotline and procedures and requirements for reporting and responding to spills.
EDUC-10	Submit articles to A-Town is Our Town on Illicit Discharge Detection and Elimination.
EDUC-11	Work with Skagit Conservation District to administer an Anacortes-specific outreach curriculum to be presented to elementary school aged youth.
EDUC-12	Organize and put on a presentation for students at Anacortes High School on stormwater pollution and prevention.

Section 5

PUBLIC INVOLVEMENT AND PARTICIPATION

5.1 Permit Requirements

Phase II Permit Section S5.C.3 requires the City to provide ongoing opportunities for public involvement and participation through advisory councils, public hearings, watershed committees, participation in developing rate-structures or other similar activities. The following are the minimum performance measures contained in the Permit:

- Create opportunities for the public, including overburdened communities, to participate in the decision-making processes involving the development, implementation, and update of the Permittee's SMAP and SWMP.
- Post online the SWMP Plan and Annual Report no later than May 31 each year.

5.2 Opportunities for Public Involvement and Participation

Public involvement and participation are important to the development and implementation of a stormwater management program. The City solicits public participation by making stormwater information available for review and providing opportunities for public input. For example, the City actively reaches out to partnering organizations for input and comments to its SWMP Plans, invites public input to the SWMP, and posts the SWMP Plan on its stormwater website. The City held a public discussion and gathered public input to the draft of the 2023 SWMP Plan during a City Council meeting on March 13, 2023, as posted on the City's website. Web addresses for City of Anacortes websites are contained in Appendix C.

5.3 Planned 2023 Compliance Activities

The City's SWMP involves the public in decision making and provides opportunities for increased participation. The City's planned SWMP activities for public involvement and participation for this calendar year are included in Table 5-1.

Table 5-1. 2023 Public Involvement and Participation Work Plan	
Activity ID	Activity Description
PI-1	Provide public involvement opportunities for annual SWMP update.
PI-2	Provide public involvement opportunities for SMAP development.
PI-3	Present SWMP Plan at a City Council meeting and provide an opportunity for public comment.
PI-4	Present Stormwater Management Action Plan at a City Council meeting and provide an opportunity for public comment.
PI-5	Make SWMP and Annual Report available to public by posting on the City website.
PI-6	Participate in community events as they are offered to promote awareness of stormwater pollution prevention best management practices and the City's SWMP.
PI-7	Summarize annual activities for the Public Involvement and Participation component of the Annual Report.

Section 6

MS4 MAPPING AND DOCUMENTATION

6.1 Permit Requirements

Section S5.C.4 of the Phase II Permit requires Permittees to include an ongoing program for mapping and documenting the MS4. The minimum performance measures include:

- Each Permittee shall maintain mapping data for the features listed below:
 - Known MS4 outfalls and known MS4 discharge points.
 - Receiving waters, other than groundwater.
 - Stormwater treatment and flow control BMPs/facilities owned or operated by the Permittee.
 - Geographic areas served by the Permittee's MS4 that do not discharge stormwater to surface waters.
 - Tributary conveyances to all known outfalls and discharge points with a 24-inch nominal diameter or larger, or an equivalent cross-sectional area for non-pipe systems.
 - Connections between the MS4 owned or operated by the Permittee and other municipalities or public entities.
 - All connections to the MS4 authorized or allowed by the Permittee after February 16, 2007.
- Collect size and material for all known MS4 outfalls and update records.
- Map all known connections from the MS4 to privately owned stormwater system.
- Map format is required to be electronic, with fully described mapping standards.

6.2 City Mapping

Anacortes has implemented a comprehensive program to map the MS4, including stormwater conveyance infrastructure, treatment and flow control BMPs, outfalls, receiving waters, drainage areas, land uses, wetlands, and other components. The mapping program began prior to 2007 when the Permit went into effect. It has evolved as technology for mapping and data gathering has improved. The City's primary mapping system currently resides in a central geographic information system geodatabase (ArcGIS), which is managed by the GIS Coordinator.

The City began using ArcGIS for utility mapping in 2006. The mapping inventory is built by using GPS equipment in the field to collect spatial and attributional information on drainage assets. Mapping consists of uploading GPS point data, processing data and producing individual asset layers in ArcGIS.

The City's MS4 map is updated on a continuous basis in a cooperative effort between the Street/Sewer Department, the Stormwater Division, and the GIS Division. ArcGIS provides current mapping of the system and a database containing information related to stormwater infrastructure. Staff investigating an illicit discharge report can quickly access a detailed map of the section of the storm system in question, including information on homes and businesses in the drainage basin.

The City has also implemented the Cartegraph asset management system for Public Works, including the Stormwater Division, which allows staff to access detailed information on the storm system in real time. While in the field, staff can verify information on stormwater assets such as catch basins, pipes, storm ponds, outfalls, etc., as well as upload information on current inspection and maintenance activities. With the implementation

of Cartegraph, Public Works employees can update storm drain maps as discrepancies are discovered, or forward them to the GIS Division or Stormwater Program Manager.

All known MS4 outfalls have been mapped. A process has been implemented to add new stormwater system features into the mapping system after they are constructed.

Mapping and documentation of the stormwater system is vital to many City functions. It aids the City in managing resources, assists in planning for development and redevelopment, improves communication, helps trace stormwater pollution from sources to receiving waters, provides relevant information to staff conducting investigations, and enhances educational opportunities. By identifying connections within the stormwater system and understanding the relationship to overlaying drainage basins, analyses can be performed on the entire system. This information also assists in providing service to underserved areas and development of solutions to capacity problems.

6.3 Planned 2023 Compliance Activities

The City's planned compliance activities for MS4 Mapping and Documentation are included in Table 6-1.

Table 6-1. 2023 MS4 Mapping and Documentation Work Plan	
Activity ID	Activity Description
MD-1	Maintain mapping data for known MS4 outfalls, receiving waters, stormwater treatment and flow control BMPs/facilities, geographic areas served by the MS4 that do not discharge stormwater to surface waters, tributary conveyances to all known outfalls and discharge points with a 24-inch diameter or larger, connections between the MS4 and other municipalities, public entities or privately owned stormwater systems.
MD-2	Make available to Ecology, upon request, available maps depicting information required by the Phase II Permit.
MD-3	Provide, upon request, mapping information to federally recognized Indian Tribes, municipalities, and other Permittees.

Section 7

ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE)

7.1 Permit Requirements

Section S5.C.5 of the Phase II Permit requires the City to include an ongoing program designed to prevent, detect, characterize, trace, and eliminate illicit connections and illicit discharges into the City's MS4. The minimum performance measures include:

- Procedures for reporting and correcting or removing illicit connections, spills and other illicit discharges when they are suspected or identified.
- Inform public employees, businesses, and the general public of hazards associated with illicit discharges and improper disposal of waste.
- Implement an ordinance or other regulatory mechanism to effectively prohibit non-stormwater, illicit discharges into the MS4.
- Implement an ongoing program designed to detect and identify non-stormwater discharges and illicit connections into the MS4.
- Implement an ongoing program to address illicit discharges to the MS4 that includes procedures to characterize, trace and eliminate illicit discharges.
- Develop procedures for and complete field screening as directed by the Phase II Permit.
- Publicly list and publicize a hotline or other telephone number for reporting spills and other illicit discharges.
- Maintain a training program for all municipal field staff who might come into contact with or observe an illicit discharge or illicit connection. Training shall include procedures for illicit discharge characterization, tracing, and elimination, as well as notification of appropriate authorities.
- Train staff responsible for identification, investigation, termination, cleanup, and reporting of illicit discharges and illicit connections to conduct these activities.
- Track and maintain records of the activities conducted to meet the requirements of this section.

7.2 City's IDDE Program

The IDDE Program regulates illicit connections and illicit discharges. An illicit connection means any infrastructure connection to the MS4 that is not intended, permitted, or used for collecting and conveying stormwater or non-stormwater discharges allowed as specified in Section S5.C.5 of the Permit. Examples of illicit connections include sanitary sewer connections, floor drains, pipelines, inlets, or outlets that are connected directly to the MS4. An illicit discharge means any discharge to a MS4 that is not composed entirely of stormwater or of non-stormwater discharges allowed as specified in Section S5.C.5 of the Permit. Illicit discharges may originate from a variety of sources, including illegal dumping, sanitary sewer overflow, and incidental spills such as oil or gas.

The City's IDDE Program implements a variety of activities to detect, identify, address, and eliminate spills and other illicit discharges and connections to the MS4, including field screening, stormwater monitoring, spills and complaint response, and construction inspections. Test results from sampling outfalls within the MS4 are used to screen for illicit discharges to the MS4. In 2023, the City will continue to partner with Friends of Skagit Beaches to monitor water quality at stormwater outfalls within City limits. The City will continue to coordinate with the

Samish Indian Nation regarding sampling results and illicit discharge investigations. The City will follow established procedures to trace and identify the source of any potential illicit discharges in the drainage basin.

The City's IDDE program also includes procedures for conducting investigations and ongoing training programs for municipal field staff on IDDE. The City conducts outfall screening and has conducted sampling of stormwater outfalls to search for cross connections within the City's MS4. Other components of the City's IDDE program are explained below and are more fully described in the City's Illicit Discharge Detection and Elimination Program document (IDDE Program Manual), which is posted on the City's stormwater website and is incorporated into this SWMP Plan by reference. Web addresses for City of Anacortes websites and IDDE Program Manual are contained in Appendix C.

Reporting of Illicit Discharges and Connections

The City carries out activities to increase the frequency that spills and other illicit discharges are reported. The Anacortes community has been a good source of reports regarding illicit discharges to the MS4. The City maintains a hotline where citizens can report spills or other illicit discharges, as well as online reporting option. Additionally, the City provides information regarding how to report illicit discharges on the City website and in other educational materials. The City's Stormwater Program Manager and Public Works Department, Street, Sewer, and Stormwater Crew (Street Crew) respond to incidents, investigate, determine the appropriate response, document details of the incident and response, and log and track the information.

Monday to Friday, 8 a.m. to 5 p.m.: **Call hotline # (360) 293-1921**
All other times: **Call 911**

Online reporting: <https://www.anacorteswa.gov/FormCenter/PW-Stormwater-31/Spill-Reporting-105>

From Monday to Friday, 8 a.m. to 5 p.m., the City hotline number above is supported by the City's Operations and Maintenance Division. The call is logged in and a "Maintenance Division Service Request" is generated and forwarded to the Supervisor of the Street Crew. If any unauthorized substance reaches the MS4, the Street Crew follows an Illicit Discharge protocol and notifies the Stormwater Program Manager and other required agencies, including the Department of Ecology and Department of Health. During all other times, the 911 dispatch operator answers and directs calls to the Anacortes Water Treatment Plant, which is staffed twenty-four hours a day. The Anacortes Water Treatment Plant Operator evaluates the nature of the call received and contacts the appropriate supervisor on a "call out" list. In any incident involving the MS4, the Street Crew Supervisor is called. If it is determined that an unauthorized substance reached the MS4, the Street Crew Supervisor follows an Illicit Discharge protocol and notifies the Stormwater Program Manager and other required agencies, including the Department of Ecology and Department of Health.

If City Public Works Department staff, Parks Department staff, or administration staff become aware of an illicit discharge to the MS4, they call the City's Operations and Maintenance Division during regular hotline hours or call the Stormwater Program Manager directly. During heavy rain events, the City Street Crew and WWTP staff examine sewer collection systems and sewer storage capacity closely in order to monitor the potential for a sanitary sewer overflow (SSO) event. If sewer storage is nearing capacity, the Stormwater Program Manager is alerted in order to prepare for a potential SSO event.

If the Waste Water Treatment plant (WWTP) becomes aware of a sanitary sewer discharge to the MS4, the WWTP follows an overflow checklist with reporting requirements under the WWTP's NPDES permit, which includes notifying the City's Stormwater Program Manager. The Police Department and Fire Department are often first

responders to the scene of many events in the City, and they are trained to report any discharge to the MS4 to 911. The dispatch operator for 911 would then follow the same procedure described above.

Municipal Code Sections Addressing IDDE

Anacortes municipal code includes provisions that prohibit non-stormwater, illicit discharges into the City's MS4. The main illicit discharge regulations are contained in Chapter 18.30 *Illicit Discharges and Connections to the Stormwater Drainage System*. Chapter 18.30 prohibits illicit discharges to the storm system, clarifies allowable discharges, and creates an enforcement process for violations of the chapter. In 2022, the City adopted Ordinance 4023, which updated Chapter 18.30 to support the Source Control Program for Existing Development that is discussed in Section 10 of this SWMP Plan.

SSO Events

Since 2015, the City has increased its effort to address sanitary sewer overflow (SSO) events. The City's IDDE Program Manual describes some of these efforts to eliminate future SSO events, which include incorporating BMPs to mitigate possible future SSO events, training staff, and conducting various investigations, including those in partnership with Friends of Skagit Beaches and the Samish Indian Nation. Anacortes has miles of sanitary sewer pipe installed over the past 100 years. Some sections of the sanitary sewer have significant inflow and infiltration. During a heavy rainfall event, a significant volume of stormwater enters the sanitary sewer, which increases the volume of water in the collection system and rapidly fills existing storage capacity. Once the collection system fills to capacity, the system is subject to combined sewer overflow (CSO) events and SSO events through manholes overtopping.

The City is actively working toward the goal of reducing CSO and SSO events. In 2019 the City completed a study to determine the best options to eliminate and/or reduce CSO and SSO events. The preferred option is to build a new high capacity outfall from the WWTP and move the existing CSO outfall to the WWTP outfall. This ensures that if a CSO were to occur, the overflow would mix with the WWTP effluent. The overflow will be diluted by the WWTP effluent and enter the Guemes Channel in a better mixing zone than the current outfall. The location of the new CSO outfall is expected to eliminate SSOs along the Q Avenue corridor. Construction will begin once permits are obtained and the City has completed the protocols for identified cultural artifacts.

7.3 Planned 2023 Compliance Activities

The City's planned SWMP activities for illicit discharge detection and elimination for this calendar year are included in Table 7-1.

Table 7-1. 2023 Illicit Discharge Detection and Elimination Work Plan	
Activity ID	Activity Description
IDDE-1	Continue to implement City-wide IDDE program and develop any necessary supplemental activities.
IDDE-2	Revise and update IDDE educational materials and IDDE Program Manual as needed.
IDDE-3	Maintain a training program for municipal field staff, who, as part of their normal job responsibilities, might come into contact with or otherwise observe an illicit discharge or connection to the MS4. Schedule, conduct, and track IDDE training for new City field staff, and refresher training for other City field staff, regarding the identification of and

	proper procedures for reporting and responding to illicit discharges and connections to the MS4.
IDDE-4	Hold regular meetings with City department representatives to discuss coordination of IDDE program.
IDDE-5	Continue coordinating and holding quarterly meetings with the Port of Anacortes regarding investigating concerns about the storm drainage system, tracing stormwater pollutants, and conducting water quality sampling.
IDDE-6	Continue coordinating with the Samish Indian Nation to investigate and address illicit discharges and connections.
IDDE-7	Continue partnering with Friends of Skagit Beaches to monitor stormwater outfalls.
IDDE-8	Continue to publicize and educate the public about the hotline and how to report spills and other illicit discharges. Maintain hotline information and instructions on City stormwater and other City websites.
IDDE-9	Distribute IDDE magnets to the public to educate on proper procedures for illicit discharge reporting, including at Spring Clean-Up, Kids-R-Best Fest, Anacortes Waterfront Festival, Public Works Open House, Fidalgo Bay Day, and the Energy Fair.
IDDE-10	Maintain record-keeping system for all calls received and resulting actions for reported illicit discharge and connection incidents.
IDDE-11	Perform field screening of at least 12% of the MS4 annually.

Section 8

CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT AND CONSTRUCTION SITES

8.1 Permit Requirements

Permit section S5.C.6 requires the City to fulfill the following actions:

- Implement and enforce a program to reduce pollutants in stormwater runoff to the MS4 from new development, redevelopment and construction site activities. The program shall apply to private and public development, including transportation projects.
- Adopt an ordinance that addresses runoff from new development, redevelopment, and construction site projects. The ordinance shall include Minimum Requirements, thresholds, and definitions that are described in Appendix I of the Phase II Permit and the Stormwater Management Manual for Western Washington (SWMMWW).
- Implement a program that includes a permitting process with site plan review, inspection and enforcement capability to meet the standards in the Phase II Permit using qualified personnel, where the program is to be applied to all sites that meet the minimum thresholds adopted by the City pursuant to the Phase II Permit. As part of this program, the City is to perform various tasks in the Permit (see Table 8-2, Activity IDs 3a-g), including:
 - Review all stormwater site plans for proposed development activities.
 - Inspect, prior to clearing and construction, all permitted development sites that have a high potential for sediment transport.
 - Inspect all permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls.
 - Inspect all stormwater treatment and flow control BMPs/facilities, and catch basins, in new residential developments every six months, until 90% of the lots are constructed (or when construction has stopped and the site is fully stabilized), to identify maintenance needs.
 - Inspect all permitted development sites upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater facilities. Verify that a maintenance plan is completed and responsibility for maintenance is assigned for stormwater treatment and flow control BMPs/facilities.
 - Keep records of inspections and enforcement actions by staff, including inspection reports, warning letters, notice of violations, and other enforcement activities.
- Provide copies of the “Notice of Intent” for construction or industrial activities to representatives of the proposed new development and redevelopment. Continue to enforce local ordinances controlling runoff from sites that are also covered by stormwater permits issued by Ecology.
- Provide training to staff on updated codes, standards, and procedures, and create public education and outreach materials.
- Maintain records of all inspections and enforcement actions by staff, as well as maintenance inspections and maintenance activities.

8.2 City's Development Activities Summary

The City's SWMP implements a program to reduce pollutants in stormwater runoff from new development, redevelopment, and construction site activities. The City Planning Department and Public Works Department are responsible for permitting, site plan review, inspections, and code enforcement actions, and work with the Stormwater Division for coordination and tracking of Permit compliance. This includes the permitting, site plan review, inspections, and enforcement for residential and commercial projects.

Development Site Plan Review and Inspections

The City's program integrates the requirements of the Permit with the various stages of development. Compliance with Permit requirements for site plan review and inspections prior to, during, and post construction are required before certain stages of permitting are approved. For projects that meet the applicable thresholds, the City requires compliance with the Minimum Requirements found in Appendix I of the Permit. The complete Minimum Requirements are included in Table 8-1.

Table 8-1. Minimum Requirements for Projects Meeting Permit Thresholds	
#	Description
1	Preparation of Stormwater Site Plan
2	Construction Stormwater Pollution Prevention Plan (SWPPP) (or, if the project does not meet the thresholds, develop controls for the 13 elements in section 4.2 of Appendix I of the Permit that pertain to the project site)
3	Source Control of Pollution
4	Preservation of Natural Drainage Systems and Outfalls
5	On-site Stormwater Management
6	Runoff Treatment
7	Flow Control
8	Wetlands Protection
9	Operation and Maintenance

The City Planning and Public Works Departments review all applications for permits that are subject to the thresholds and Minimum Requirements in Appendix I of the Permit. Applicants are provided with checklists, forms, flow charts, and other information regarding the site plan and inspection process, many of which are on the City's website. Appendix D to this SWMP Plan contains Ecology flowcharts the City provides to project applicants regarding determining the applicability of various Minimum Requirements to a project. The web addresses for the City's Stormwater Minimum Requirements #1 to #5/9 form and Minimum Requirement #2 form are found in Appendix C. The City requires every applicant to complete a Minimum Requirement #2 form, which requests information for determining construction site sediment damage potential in compliance with Permit Appendix 7. Applicants are also directed to the Department of Ecology website to file a "Notice of Intent" for construction or industrial activity.

For site plan review, the Planning and Public Works Departments review project thresholds to determine the applicability of the Minimum Requirements in Appendix I of the Permit. This includes using the information and

flow charts found in Appendix D. Applicants are also given checklists and templates for determining the applicability of Minimum Requirements and for preparing site plans. After determining whether an applicant is required to comply with Minimum Requirements #1-5 (possibly including Minimum Requirement #7) or Minimum Requirements #1-9, the Planning and Public Works Departments review the site plan and approve those in compliance with the Permit and that use site-appropriate development principles prepared in accordance with the SWMMWW. The City has developed a Minimum Requirements submission format to streamline the submission and review process. Commercial projects generally meet the thresholds applicable for Minimum Requirements #1-9. Site plan review for projects that meet the thresholds for Minimum Requirements #1-9 are completed in conjunction with third party review.

Construction sites are required to implement Best Management Practices (BMPs) to prevent erosion and the discharge of sediment and other pollutants into receiving waters, and to comply with requirements related to construction stormwater pollution prevention depending on the thresholds met by the project. Prior to the start of construction, the City inspects sites to verify that BMPs are properly installed and are in compliance with the Permit. No work is approved to begin until the site has passed the pre-construction BMP inspection. The City tracks inspection results and compliance electronically.

Additional inspections are conducted during construction to review whether BMPs are functioning as designed and that projects are complying with construction stormwater pollution prevention requirements. Contractors are required to submit weekly Temporary Erosion and Sediment Control (TESC) inspection reports, as well as inspect construction sites following rain events that cause runoff to discharge from the site. Among other things, the inspector reviews all areas disturbed by the construction activities, all BMPs, and all stormwater discharge points. The inspector also evaluates the effectiveness of BMPs and determines whether it is necessary to install, maintain, or repair BMPs. During Planning Department inspections, a correction notice is issued when a site is found to be out of compliance or a BMP is not functioning properly. Escalation clauses are included if compliance is not obtained as indicated in the correction notice, which can escalate to a stop work order or administrative order and fines under Anacortes Municipal Code Title 20, Civil Enforcement and Penalties. The City tracks inspection results and compliance electronically.

At the close of a project, an inspection is required to review whether permanent stormwater treatment and flow control BMPs have been correctly installed and meet City requirements. The Public Works Inspector must approve stormwater facilities before a site will pass its final City inspection and receive a Certificate of Occupancy. All permanent stormwater facilities that will be privately owned and maintained are required to have a maintenance plan that has been approved by the Director of the City Planning Department and filed with the Skagit County Auditor against the title of all properties using the stormwater facility. The maintenance plan must be consistent with the SWMMWW. The City tracks permanent stormwater facilities electronically.

Anacortes Municipal Code Revisions

The City passed Ordinance 2991 on November 28, 2016, Ordinance 2992 on December 16, 2016, Ordinance 3040 on July 22, 2019, and Ordinance 4022 on June 6, 2022 in compliance with Permit requirements to maintain municipal code that addresses runoff from new development, redevelopment, and construction site activities.

Ordinance 2991 included the Minimum Requirements, thresholds, and definitions that are described in Appendix I of the Phase II Permit and the SWMMWW, as well as site planning requirements, criteria for BMP selection, design, and infeasibility criteria, LID competing needs criteria, and BMP limitations. The ordinance integrated the specifications and guidance in the 2012 Puget Sound Partnership Low Impact Development (LID) Technical

Guidance Manual, and also made LID the preferred and commonly used approach to site development. It expressly prohibited illicit discharges and illicit connections to the MS4 and provided enforcement and penalty provisions. It also included provisions regarding the operation and maintenance of private and municipal stormwater facilities.

Ordinance 2992 mainly introduced Title 19, the new Unified Development Code, which clarified and consolidated the City's development and permit process regulations and procedures in a single title of the code. It also addressed standards for stormwater management in compliance with the Permit.

The City passed Ordinance 3040 on July 22, 2019. Ordinance 3040 reinforced LID as the preferred and commonly used approach to site development and further consolidated development regulations into Title 19.

The 2019 Stormwater Management Manual for Western Washington was officially adopted under Ordinance 4022 on June 6, 2022.

8.3 Planned 2023 Compliance Activities

The City's planned SWMP activities for controlling runoff from new development, redevelopment, and construction sites for this calendar year are included in Table 8-2.

Table 8-2. 2023 Controlling Runoff from New Development, Redevelopment, and Construction Sites Work Plan	
Activity ID	Activity Description
CTRL-1	Hold refresher training for City field staff and training for new staff with Department of Ecology regarding site plan review and the 2019 SWMMWW. Schedule additional training sessions, including those that coincide with internal coordination meetings to provide refresher training and train new staff regarding coordination mechanisms between City Departments.
CTRL-2	Review City process and procedures and revise as necessary; train City staff on any updates and changes.
CTRL-3a	Track and report new development, redevelopment and construction permits, inspections and enforcement actions. Use Permit Appendix 1 to review and apply technical thresholds and determine the applicable Minimum Requirements for stormwater management at new development and redevelopment sites.
CTRL-3b	Review all stormwater site plans for proposed development activities in accordance with the SWMMWW.
CTRL-3c	Prior to clearing and construction, inspect all construction sites or permitted development sites that have a high potential for sediment transport as determined through plan review based on requirements described in Permit Appendix 7 regarding construction site sediment damage potential.
CTRL-3d	Inspect all permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls.
CTRL-3e	Inspect all stormwater treatment and flow control BMPs/facilities, and catch basins, in new residential developments every six months, until 90% of the lots are constructed (or when construction has stopped and the site is fully stabilized), to identify maintenance needs and enforce compliance with maintenance standards as needed.

CTRL-3f	Inspect all permitted development sites upon completion of construction and prior to final approval or occupancy to review whether proper installation of permanent stormwater facilities.
CTRL-3g	Verify that a maintenance agreement is on file for all newly constructed, privately owned permanent stormwater facilities.
CTRL-4	Maintain records of the City's inspection and enforcement activities.
CTRL-5	Make available the link to the electronic Construction Stormwater General Permit Notice of Intent form for construction activity and the electronic Industrial Stormwater General Permit Notice of Intent for industrial activity.

DRAFT

Section 9

MUNICIPAL OPERATIONS AND MAINTENANCE

9.1 Permit Requirements

Phase II Permit Section S5.C.7 requires the City to perform the following tasks:

- Implement and document an operations and maintenance program, with training, that has the ultimate goal of preventing or reducing stormwater impacts from municipal operations.
- Implement maintenance standards for the MS4 that are at least as protective as those specified in the Stormwater Management Manual for Western Washington (SWMMWW).
- Include provisions to verify adequate long-term operations and maintenance of privately owned stormwater treatment and flow BMPs/facilities, including:
 - Adopt an ordinance or enforceable mechanism that clearly identifies the party responsible for maintenance in accordance with maintenance standards established under S5.C.7.a., requires inspection of facilities in accordance with the requirements, and establishes enforcement procedures.
 - Annually inspect stormwater treatment and flow control BMPs/facilities that discharge to the MS4 and were permitted according to S5.C.6, including those permitted in accordance the 2007-2019 Ecology municipal stormwater permits, achieving at least 80% of required inspections.
 - Include a procedure for keeping records of inspections and enforcement actions by staff.
- Conduct annual inspection of all municipally owned or operated permanent stormwater treatment and flow control BMPs/facilities. Maintain an inspection program designed to inspect all sites that achieves at least 95% of inspections.
- When there is an exceedance of maintenance standards, perform maintenance: within 1 year for typical maintenance facilities (except catch basins), within 6 months for catch basins, and within 2 years for capital construction projects of less than \$25,000.
- Inspect all catch basins and inlets owned or operated by the City every two years. Clean the catch basins if inspections indicate cleaning is needed to comply with maintenance standards. Maintain an inspection program designed to inspect all sites that achieves at least 95% of inspections.
- Spot check potentially damaged treatment and flow control facilities after major storm events (24-hour storm event with a 10-year or greater recurrence interval). If spot checks indicate widespread damage or maintenance needs, inspect all facilities. Conduct repairs as needed in accordance with adopted maintenance standards.
- Implement practices, policies, and procedures to reduce stormwater impacts associated with runoff from road maintenance activities and all lands owned or maintained by the City, which includes City streets, parking lots, roads, or highways.
- Maintain and document an ongoing training program for staff, including follow up training as needed to address, among other things, the importance of protecting water quality, operation and maintenance standards, inspection procedures, relevant SWPPPs, selecting appropriate BMPs, ways to perform job activities to prevent or minimize impacts to water quality, maintenance and repair procedures, and procedures for reporting water quality concerns.

- Implement a Stormwater Pollution Prevention Plan (SWPPP) for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the City that are not subject to another NPDES stormwater permit.
- Maintain records of the City's inspections, maintenance, or repair activities.

9.2 Municipal Operations and Maintenance

The City's Operations and Maintenance Division (housed within Public Works) oversees stormwater system inspection and maintenance. Their responsibilities include catch basin inspections and cleanings, street sweeping, facility cleaning and maintenance, spill response and control, and flood response and repair where applicable. The City storm system includes catch basins, storm drain pipes, ditches, storm ponds, storm vaults, and other associated structures. The City's code includes maintenance standards contained in the SWMMWW. The City inspects and cleans all catch basins owned and operated by the City every two years. Records are maintained and inspections are scheduled and tracked for all stormwater BMP/facilities owned or operated by the City in the City's asset management software program.

Long-term Operation and Maintenance

The City requires that a maintenance agreement is on file for all newly constructed, privately owned permanent stormwater facilities for the operation and maintenance of permanent stormwater treatment and flow control BMPs/facilities. The City conducts annual inspections of all treatment and flow control BMPs/facilities that discharge to the MS4 and that were permitted pursuant to the City's process for permitting, site plan review, and inspections. In new residential developments, the City conducts inspections of permanent stormwater treatment and flow control BMPs/facilities and catch basins to identify maintenance needs based on whether there are exceedances of maintenance standards. When there is an exceedance of maintenance standards, the City performs maintenance within timeframes provided in the Permit. The City maintains records of the City's inspection, maintenance, and enforcement activities.

Existing, permanent stormwater facilities are inspected to review whether ongoing maintenance is being completed. The City tracks permanent stormwater facilities electronically.

9.3 Planned 2023 Compliance Activities

The City's planned SWMP activities for municipal operations and maintenance for this calendar year are included in Table 9-1.

Table 9-1. 2023 Municipal Operations and Maintenance Work Plan	
Activity ID	Activity Description
MOM-1	Schedule and conduct City staff training and refresher training to address, among other things, the importance of protecting water quality, operation and maintenance standards, inspection procedures, maintenance and repair procedures, the City's SWPPPs, methods to minimize impacts to stormwater, and procedures for reporting water quality concerns.
MOM-2	For long-term operation and maintenance, conduct annual inspection of all treatment and flow control BMPs/facilities that discharge to the MS4 and were permitted pursuant to the City's process for permitting, site plan review, and inspections.
MOM-3	Conduct annual inspections of all treatment and flow control facilities owned or operated by the City and perform maintenance as triggered by the maintenance standards.
MOM-4	Continue catch basin inspections at a rate that will achieve all catch basins being inspected every two years.
MOM-5	Clean catch basins as needed based on inspection results.
MOM-6	Perform street sweeping to reduce the amount of street waste that enters the storm drainage conveyance system.
MOM-7	Implement SWPPPs at required City facilities. Review and update SWPPPs as needed.
MOM-8	Review and maintain records in the City's asset management software program as to inspections and maintenance.
MOM-9	Schedule regular internal coordination meetings with various City staff involved in the inspection, maintenance, and repair of treatment and flow control facilities owned or operated by the City to review the scheduling of inspections and maintenance of the City's operation and maintenance program, determine whether the City is meeting its timing targets for inspections and maintenance, discuss tracking and records keeping, and gauge the need for any additional training or review of maintenance standards.

Section 10

SOURCE CONTROL PROGRAM FOR EXISTING DEVELOPMENT

10.1 Permit Requirements

Under Phase II Permit section S5.C.8 the City is required to implement a program to prevent and reduce pollutants in runoff from areas that discharge to the MS4. The program shall include:

- Application of operational source control BMPs, and if necessary, structural source control BMPs or treatment BMPs/facilities, or both, to pollution generating sources associated with existing land uses and activities.
- Inspections of pollutant generating sources at publicly and privately owned institutional, commercial and industrial sites to enforce implementation of required BMPs to control pollution discharging into the MS4.
- Application and enforcement of local ordinances at sites, identified pursuant to S5.C.8.b.ii, including sites with discharges authorized by a separate NPDES permit. Permittees that are in compliance with the terms of this Permit will not be held liable by Ecology for water quality standard violations or receiving water impacts caused by industries and other Permittees covered, or which should be covered under and NPDES permit issued by Ecology.
- Practices to reduce polluted runoff from the application of pesticides, herbicides, and fertilizers from the sites identified in the inventory.

The minimum performance measures for the Source Control Program includes:

- Permittees shall adopt and make effective an ordinance or other enforceable document requiring the application of source control BMPs for pollutant generating sources associated with existing land uses and activities (due August 1, 2022).
- Permittees shall establish an inventory that identifies publicly and privately owned institutional, commercial, and industrial sites which have the potential to generate pollutants to the MS4. The inventory shall include businesses and/or sites identified based on the presence of activities that are pollutant generating and other pollutant generating sources, based on complaint response, such as home-based businesses and multi-family sites (due August 1, 2022).
- Permittees shall implement an inspection program for sites identified pursuant to S5.C.8.b.ii (due January 1, 2023). All identified sites with a business address shall be provided information about activities that may generate pollutants and the source control requirements applicable to those activities. The Permittee shall annually complete the number of inspections equal to 20% of the businesses and/or sites listed in their source control inventory to assess BMP effectiveness and compliance with source control. Permittees shall inspect 100% of sites identified through credible complaints.
- Permittee shall implement a progressive enforcement policy that requires sites to comply with stormwater requirements within a reasonable time period (due January 1, 2023).
- Permittees shall train staff who are responsible for implementing the source control program to conduct these activities. The ongoing training program shall cover the legal authority for source

control, source control BMPs and their proper application, inspection protocols, lessons learned, typical cases, and enforcement procedures.

10.2 City's Source Control Program Development

The City passed Ordinance 4023 on July 18, 2022, which amended Chapter 18.30 Illicit Discharges and Connections to the Stormwater Drainage System. The ordinance provided the regulatory requirements for implementation of source control BMPs for pollutant generating sources at businesses.

An inventory was completed that includes businesses that have the potential to generate pollutants in the City stormwater drainage system.

Inspections of existing businesses will begin in 2023, with the number of inspections completed being equal to or greater than 20% of the number of businesses in the inventory.

10.3 Planned 2023 Compliance Activities

The City's planned SWMP activities for the Source Control Program for this calendar year are included in Table 10-1.

Table 10.1 2023 Source Control Program Work Plan	
Activity ID	Activity Description
SC-1	Implement inspection program and progressive enforcement policy for sites identified in the Source Control business inventory.
SC-2	Complete the number of inspections equal to 20% of the sites listed in the inventory.
SC-3	Inspect all sites identified through credible complaints.
SC-4	Train all staff who are responsible for implementing the Source Control program.

Section 11

MONITORING AND ASSESSMENT

11.1 Permit Requirements

Section S8 of the Phase II Permit offers two options to meet monitoring and assessment requirements of the Permit regarding regional status and trends monitoring, SWMP effectiveness and source identification studies. Option #1 requires the City to pay annually into a collective fund to implement regional receiving water status and trends monitoring of small streams and marine nearshore areas. Option #1 Permittees are required to provide a brief description of the type of information gathered or received with their Annual Report. Option #2 requires a Permittee to conduct the required monitoring and other studies independently, and to provide a description of stormwater monitoring or studies conducted during the reporting period.

11.2 City's Monitoring and Assessment Program under Option #1

The City of Anacortes has implemented Option #1 to meet monitoring and assessment requirements regarding status and trends monitoring, and SWMP effectiveness and source identification studies. By implementing Option #1, the City is required to pay into a collective fund to implement a regional monitoring program for each of the monitoring and assessment requirements in the Phase II Permit. Annual payments to Ecology are due by August 15 of each year.

The City participates in the Stormwater Action Monitoring (SAM) program. The program aims to improve stormwater management, reduce pollution, improve water quality, and reduce flooding. SAM does this by measuring stormwater impacts on the environment and evaluating the effectiveness of efforts to manage stormwater. SAM targets three categories: effectiveness studies, status and trends studies, and source identification. Effectiveness studies look at how well the required or proposed stormwater management practices are working. Status and trends studies document water quality trends in the region. Source identification focuses on the common sources of illicit discharges and regional solutions and elimination methods. More information on SAM may be found on the Ecology website. Information for the SAM website is provided in Appendix C.

In 2020, Friends of Skagit Beaches, in partnership with the City of Anacortes, launched a citizen science program aimed at monitoring water quality at City stormwater outfalls. Outfall samples were analyzed for temperature, dissolved oxygen, specific conductivity, pH, and turbidity. The program added e. coli sampling in 2022. The Stormwater Program Manager is in regular contact with program participants and volunteers are trained to report any suspicions of illicit discharges. The program will continue sampling in 2023.

11.3 Planned 2023 Compliance Activities

The City's SWMP has a Water Quality Monitoring Program component. The City's planned SWMP activities for monitoring and assessment for this calendar year are included in Table 11-1.

Table 11-1. 2023 Monitoring and Assessment Work Plan	
Activity ID	Activity Description
MA-1	Continue annual payment for small streams and marine nearshore status trends by August 15.
MA-2	Continue annual payment for SWMP effectiveness and source identification studies by August 15.
MA-3	Continue coordination with Friends of Skagit Beaches citizen science outfall monitoring program.

Section 12

REPORTING REQUIREMENTS

12.1 Permit Requirements

Section S9 of the Phase II Permit requires the City to:

- Submit an Annual Report to Ecology by March 31 of the following year (the reporting period for the annual report is the previous calendar year). The Annual Report shall include a submittal of the Annual Report form and attachments, which includes a copy of the Permittee's SWMP Plan and summaries, descriptions, reports, or other information as required.
- Retain all records related to the Phase II Permit and SWMP for at least five years and submit records to Ecology upon request.
- Make all records related to the Phase II Permit and the City's SWMP available to the public at reasonable times during business hours. A reasonable charge may be assessed by the Permittee for making photocopies of records.

12.2 Planned 2023 Compliance Activities

This SWMP Plan has been prepared in compliance with the NPDES Phase II Permit and describes planned activities for this calendar year. This SWMP Plan will be updated at least annually. The Annual Report and SWMP Plan will be posted to the City of Anacortes Stormwater website as required by the Permit. The web address for the City of Anacortes Stormwater website is contained in Appendix C. The City's planned SWMP activities for reporting requirements for this calendar year are included in Table 12-1.

Table 12-1. 2023 Reporting Requirements Work Plan	
Activity ID	Activity Description
RR-1	Submit Annual Report and SWMP Plan to Ecology.
RR-2	Retain records related to Phase II Permit and SWMP for at least five years.
RR-3	Make all records related to the Phase II Permit and SWMP available to the public.
RR-4	Post the Annual Report and SWMP Plan to the City of Anacortes Stormwater website as required by the Permit.

Appendix A

ACRONYMS AND DEFINITIONS

Acronyms and Abbreviations

AKART – All Known, Available, and Reasonable Methods of Prevention, Control, and Treatment

BMP – Best Management Practice

CWA – Clean Water Act of 1972

Ecology – Department of Ecology

EPA – Environmental Protection Agency

FBARCSC – Fidalgo Bay Aquatic Reserve Citizen Stewardship Committee

IDDE – Illicit Discharge Detection and Elimination

IS – Information Services

MEP – Maximum Extent Practicable

MS4 – Municipal Separate Storm Sewer System

NPDES – National Pollutant Discharge Elimination System

O&M – Operations and Maintenance

Parks – City of Anacortes Parks Department

Phase II Permit – Western Washington Phase II Municipal Stormwater Permit

Public Works or PW – City of Anacortes Public Works Department

RSMP – Regional Stormwater Monitoring Program

SAM – Stormwater Action Monitoring

SCD – Skagit Conservation District

SIDIR – Source Identification Information Repository

SOP – Standard Operating Procedure

STORM – Stormwater Outreach for Regional Municipalities

SWMMWW – Stormwater Management Manual for Western Washington (2012, amended 2014)

SWMP – Stormwater Management Plan

SWPPP – Stormwater Pollution Prevention Plan

TMDL – Total Maximum Daily Load

Definitions

The following definitions are taken directly from the Phase II Permit and are reproduced here for the reader's convenience.

40 CFR means Title 40 of the Code of Federal Regulations, which is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

AKART means All Known, Available, and Reasonable methods of prevention, control and Treatment. See also State Water Pollution Control Act, Chapter 90.48.010 RCW and Chapter 90.48.520 RCW.

All Known, Available and Reasonable Methods of Prevention, Control and Treatment (AKART) refers to the State Water Pollution Control Act, Chapter 90.48.010 RCW and Chapter 90.48.520 RCW.

Applicable TMDL means a TMDL which has been approved by EPA on or before the issuance date of this Permit, or prior to the date that Ecology issues coverage under this Permit, whichever is later.

Beneficial Uses means uses of waters of the State, which include but are not limited to use for domestic, stock watering, industrial, commercial, agricultural, irrigation, mining, fish and wildlife maintenance and enhancement, recreation, generation of electric power and preservation of environmental and aesthetic values, and all other uses compatible with the enjoyment of the public waters of the State.

Best Management Practices are the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices approved by Ecology that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State.

BMP means Best Management Practice.

Bypass means the diversion of stormwater from any portion of a stormwater treatment facility.

Circuit means a portion of a MS4 discharging to a single point or serving a discrete area determined by traffic volumes, land use, topography or the configuration of the MS4.

Component or Program Component means an element of the Stormwater Management Program listed in S5 - Stormwater Management Program for Cities, Towns, and Counties, or S6 – Stormwater Management Program for Secondary Permittees, or S7 – Compliance with Total Maximum Daily Load Requirements, or S8 – Monitoring and Assessment, of this Permit.

Community-based social marketing is a social marketing methodology. It employs a systematic approach intended to change the behavior of communities to reduce their impact on the environment. Realizing that providing information is usually not sufficient to initiate behavior change, community-based social marketing uses tools and findings from social psychology to discover the perceived barriers to behavior change and ways of overcoming these barriers.

Conveyance System means that portion of the municipal separate storm sewer system designed or used for conveying stormwater.

Co-Permittee means an owner or operator of an MS4 which is in a cooperative agreement with at least one other applicant for coverage under this Permit. A Co-Permittee is an owner or operator of a regulated MS4

located within or in proximity to another regulated MS4. A Co-Permittee is only responsible for permit conditions relating to discharges from the MS4 the Co-Permittee owns or operates. See also 40 CFR 122.26(b)(1).

CWA means Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub.L. 92-500, as amended Pub. L. 95-217, Pub. L. 95- 576, Pub. L. (6-483 and Pub. L. 97-117, 33 U.S.C. 1251 et seq.).

Director means the Director of the Washington State Department of Ecology, or an authorized representative.

Discharge Point means the location where a discharge leaves the Permittee's MS4 through the Permittee's MS4 facilities/BMPs designed to infiltrate.

Entity means a governmental body, or a public or private organization.

EPA means the U.S. Environmental Protection Agency.

Fully Stabilized means the establishment of a permanent vegetative cover, or equivalent permanent stabilization measures (such as riprap, gabions or geotextiles) which prevents erosion.

General Permit means a permit which covers multiple dischargers of a point source category within a designated geographical area, in lieu of individual permits being issued to each discharger.

Groundwater means water in a saturated zone or stratum beneath the surface of the land or below a surface water body. Refer to Chapter 173-200 WAC.

Hazardous Substance means any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical, or biological properties described in WAC 173-303-090 or WAC 173-303-100.

Heavy Equipment Maintenance or Storage Yard means an uncovered area where any heavy equipment, such as mowing equipment, excavators, dump trucks, backhoes, or bulldozers are washed or maintained, or where at least five pieces of heavy equipment are stored on a long-term basis.

Highway means a main public road connecting towns and cities.

Hydraulically Near means runoff from the site discharges to the sensitive feature without significant natural attenuation of flows that allows for suspended solids removal. See Appendix 7 Determining Construction Site Sediment Damage Potential for a more detailed definition.

Hyperchlorinated means water that contains more than 10 mg/Liter chlorine.

Illicit Connection means any infrastructure connection to the MS4 that is not intended, permitted, or used for collecting and conveying stormwater or non-stormwater discharges allowed as specified in this Permit (S5.C.5 and S6.D.3). Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the MS4.

Illicit Discharge means any discharge to a MS4 that is not composed entirely of stormwater or of no stormwater discharges allowed as specified in this Permit (S5.C.5 and S6.D.3).

Impervious Surface means a non-vegetated surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. A non-vegetated surface area which causes

water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or stormwater areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater.

Land Disturbing Activity means any activity that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to clearing, grading, filling and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered land disturbing activity. Vegetation maintenance practices, including landscape maintenance and gardening, are not considered land disturbing activity. Stormwater facility maintenance is not considered land disturbing activity if conducted according to established standards and procedures.

LID means Low Impact Development.

LID BMP means Low Impact Development Best Management Practices.

LID Principles means land use management strategies that emphasize conservation, use of on-site natural features, and site planning to minimize impervious surfaces, native vegetation loss, and stormwater runoff.

Low Impact Development (LID) means a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

Low Impact Development Best Management Practices (LID BMP) means distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, vegetated roofs, minimum excavation foundations, and water re-use.

Material Storage Facilities means an uncovered area where bulk materials (liquid, solid, granular, etc.) are stored in piles, barrels, tanks, bins, crates, or other means.

Maximum Extent Practicable refers to paragraph 402(p)(3)(B)(iii) of the federal Clean Water Act which reads as follows: Permits for discharges from municipal storm sewers shall require controls to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques, and system, design, and engineering methods, and other such provisions as the Administrator or the State determines appropriate for the control of such pollutants.

MEP means Maximum Extent Practicable.

MS4 means Municipal Separate Storm Sewer System.

Municipal Separate Storm Sewer System means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (i) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of wastes, stormwater, or

other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under Section 208 of the CWA that discharges to waters of Washington State.

- (ii) Designed or used for collecting or conveying stormwater.
- (iii) Which is not a combined sewer;
- (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.; and
- (v) Which is defined as “large” or “medium” or “small” or otherwise designated by Ecology pursuant to 40 CFR 122.26.

National Pollutant Discharge Elimination System means the national program for issuing, modifying, revoking, and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318, and 405 of the Federal Clean Water Act, for the discharge of pollutants to surface waters of the State from point sources. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington State Department of Ecology.

Native Vegetation means vegetation comprised of plant species, other than noxious weeds, that are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur on the site. Examples include trees such as Douglas Fir, western hemlock, western red cedar, alder, big-leaf maple; shrubs such as willow, elderberry, salmonberry, and salal; and herbaceous plants such as sword fern, foam flower, and fireweed.

New Development means land disturbing activities, including Class IV General Forest Practices that are conversions from timber land to other uses; structural development, including construction or installation of a building or other structure; creation of hard surfaces; and subdivision, short subdivision and binding site plans, as defined and applied in Chapter 58.17 RCW. Projects meeting the definition of redevelopment shall not be considered new development. Refer to Appendix 1 for a definition of hard surfaces.

New Permittee means a city, town, or county that is subject to the Western Washington Municipal Stormwater General Permit and was not subject to the permit prior to July 1, 2019.

New Secondary Permittee means a Secondary Permittee that is covered under a municipal stormwater general permit

NOI means Notice of Intent.

Notice of Intent (NOI) means the application for, or a request for coverage under, a General Permit pursuant to WAC 173-226-200.

Notice of Intent for Construction Activity means the application form for coverage under the Construction Stormwater General Permit.

Notice of Intent for Industrial Activity means the application form for coverage under the Industrial Stormwater General Permit.

NPDES means National Pollutant Discharge Elimination System.

Outfall means a point source as defined by 40 CFR 122.2 at the point where a discharge leaves the Permittee’s MS4 and enters a surface receiving waterbody or surface receiving waters. Outfall does not include pipes,

tunnels, or other conveyances which connect segments of the same stream or other surface waters and are used to convey primarily surface waters (i.e., culverts).

Overburdened Community means minority, low-income, tribal, or indigenous populations or geographic locations in Washington State that potentially experience disproportionate environmental harms and risks. This disproportionality can be as a result of greater vulnerability to environmental hazards, lack of opportunity for public participation, or other factors. Increased vulnerability may be attributable to an accumulation of negative or lack of positive environmental, health, economic, or social conditions within these populations or places. The term describes situations where multiple factors, including both environmental and socio-economic stressors, may act cumulatively to affect health and the environment and contribute to persistent environmental health disparities.

Permittee unless otherwise noted, the term “Permittee” includes city, town, or county Permittee, CoPermittee, New Permittee, Secondary Permittee, and New Secondary Permittee.

Physically Interconnected means that one MS4 is connected to another storm sewer system in such a way that it allows for direct discharges to the second system. For example, the roads with drainage systems and municipal streets of one entity are physically connected directly to a storm sewer system belonging to another entity.

Project site means that portion of a property, properties, or rights-of-way subject to land disturbing activities, new hard surfaces, or replaced hard surfaces. Refer to Appendix 1 for a definition of hard surfaces.

QAPP means Quality Assurance Project Plan.

Qualified Personnel means someone who has had professional training in the aspects of stormwater management for which they are responsible and are under the functional control of the Permittee. Qualified Personnel may be staff members, contractors, or volunteers.

Quality Assurance Project Plan means a document that describes the objectives of an environmental study and the procedures to be followed to achieve those objectives.

RCW means the Revised Code of Washington State.

Receiving Waterbody or Receiving Waters means naturally and/or reconstructed naturally occurring surface water bodies, such as creeks, streams, rivers, lakes, wetlands, estuaries, and marine waters, or groundwater, to which a MS4 discharges.

Redevelopment means, on a site that is already substantially developed (i.e., has 35% or more of existing hard surface coverage), the creation or addition of hard surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building or other structure; replacement of hard surface that is not part of a routine maintenance activity; and land disturbing activities. Refer to Appendix 1 for a definition of hard surfaces.

Regulated Small Municipal Separate Storm Sewer System means a Municipal Separate Storm Sewer System which is automatically designated for inclusion in the Phase II stormwater permitting program by its location within an Urbanized Area, or by designation by Ecology and is not eligible for a waiver or exemption under S1.C.

Runoff is water that travels across the land surface and discharges to water bodies either directly or through a collection and conveyance system. See also “Stormwater.”

SAM means Stormwater Action Monitoring

Secondary Permittee is an operator of a regulated small MS4 which is not a city, town or county. Secondary Permittees include special purpose districts and other public entities that meet the criteria in S1.B.

Sediment/Erosion-Sensitive Feature means an area subject to significant degradation due to the effect of construction runoff, or areas requiring special protection to prevent erosion. See Appendix 7 Determining Construction Site Sediment Damage Potential for a more detailed definition.

Shared Water Bodies means water bodies, including downstream segments, lakes and estuaries that receive discharges from more than one Permittee.

Significant Contributor means a discharge that contributes a loading of pollutants considered to be sufficient to cause or exacerbate the deterioration of receiving water quality or instream habitat conditions.

Small Municipal Separate Storm Sewer System means an MS4 that is not defined as “large” or “medium” pursuant to 40 CFR 122.26(b)(4) & (7) or designated under 40 CFR 122.26 (a)(1)(v).

Source Control BMP means a structure or operation that is intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. The SWMMWW separates source control BMPs into two types. Structural Source Control BMPs are physical, structural, or mechanical devices, or facilities that are intended to prevent pollutants from entering stormwater. Operational BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater.

Stormwater means runoff during and following precipitation and snowmelt events, including surface runoff, drainage or interflow.

Stormwater Action Monitoring (SAM) is the regional stormwater monitoring program for Western Washington. This means, for all of Western Washington, a stormwater-focused monitoring and assessment program consisting of these components: status and trends monitoring in small streams and marine nearshore areas, stormwater management program effectiveness studies, and source identification projects. The priorities and scope for SAM are set by a formal stakeholder group that selects the studies and oversees the program’s administration.

Stormwater Associated with Industrial and Construction Activity means the discharge from any conveyance which is used for collecting and conveying stormwater, which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant, or associated with clearing, grading and/or excavation, and is required to have an NPDES permit in accordance with 40 CFR 122.26.

Stormwater facility retrofits means both: projects that retrofit existing treatment and/or flow control facilities; and new flow control or treatment facilities or BMPs that will address impacts from existing development.

Stormwater Management Program (SWMP) means a set of actions and activities designed to reduce the discharge of pollutants from the MS4 to the MEP and to protect water quality, and comprising the components listed in S5 (for cities, towns, and counties) or S6 (for Secondary Permittees) of this Permit and any additional actions necessary to meet the requirements of applicable TMDLs pursuant to S7 – Compliance with TMDL Requirements, and S8– Monitoring and Assessment.

Stormwater Treatment and Flow Control BMPs/Facilities means detention facilities, permanent treatment BMPs/facilities; and bioretention, vegetated roofs, and permeable pavements that help meet Appendix 1 Minimum Requirements #6 (treatment), #7 (flow control), or both.

Surface Waters includes lakes, rivers, ponds, streams, inland waters, salt waters, and all other surface waters and water courses within the jurisdiction of the State of Washington.

SWMMWW or Stormwater Management Manual for Western Washington means Stormwater Management Manual for Western Washington (2019).

SWMP means Stormwater Management Program.

TMDL means Total Maximum Daily Load.

Total Maximum Daily Load (TMDL) means a water cleanup plan. A TMDL is a calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources. The calculation must include a margin of safety to ensure that the water body can be used for the purposes the state has designated. The calculation must also account for seasonable variation in water quality. Water quality standards are set by states, territories, and tribes. They identify the uses for each water body, for example, drinking water supply, contact recreation (swimming), and aquatic life support (fishing), and the scientific criteria to support that use. The Clean Water Act, Section 303, establishes the water quality standards and TMDL programs.

Tributary Conveyance means pipes, ditches, catch basins, and inlets owned or operated by the Permittee and designed or used for collecting and conveying stormwater.

UGA means Urban Growth Area.

Urban Growth Area (UGA) means those areas designated by a county pursuant to RCW 36.70A.110.

Urbanized Area is a federally-designated land area comprising one or more places and the adjacent densely settled surrounding area that together have a residential population of at least 50,000 and an overall population density of at least 1,000 people per square mile. Urbanized Areas are designated by the U.S. Census Bureau based on the most recent decennial census.

Vehicle Maintenance or Storage Facility means an uncovered area where any vehicles are regularly washed or maintained, or where at least 10 vehicles are stored.

Water Quality Standards means Surface Water Quality Standards, Chapter 173-201A WAC, Groundwater Quality Standards, Chapter 173-200 WAC, and Sediment Management Standards, Chapter 173-204 WAC.

Waters of the State includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the State" as defined in Chapter 90.48 RCW which includes lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and water courses within the jurisdiction of the State of Washington.

Waters of the United States refers to the definition in 40 CFR 122.2.

Appendix B

ANACORTES MUNICIPAL CODE

The following includes the many of the sections in the City of Anacortes Municipal Code that relate to the City's Stormwater Management Program:

Title 13 Public Services

Chapter 13.10 Storm and Sewer Surface Water Utility

Chapter 13.18 Elimination of Storm or Surface Drainage Water from Sewerage System

Title 16 Tree Preservation

Chapter 16.50 Tree Preservation

Title 17 Critical Areas and Essential Public Facilities

Chapter 17.70 Critical Area Regulations

Title 18 Environmental Protection

Chapter 18.04 State Environmental Policy Act

Chapter 18.16 Shoreline Master Plan

Chapter 18.30 Illicit Discharges and Connections to the Stormwater Drainage System

Chapter 18.40 Operations and Maintenance of Private and Municipal Stormwater Facilities

Title 19 Unified Development Code

Chapter 19.12 Definitions and Interpretation

Chapter 19.22 Concurrency

Chapter 19.30 Site Plan Review

Chapter 19.32 Land Divisions

Chapter 19.42 Form and Intensity Standards

Chapter 19.43 Residential Uses

Chapter 19.51 Public Street Improvements Required

Chapter 19.52 Public Street Design

Chapter 19.53 Private Driveways and Access

Chapter 19.54 Subdivision Design and Block Structure

Chapter 19.61 Block Frontage Standards

Chapter 19.62 Site Planning

Chapter 19.64 Parking

Chapter 19.65 Landscaping

Chapter 19.76 Stormwater

Chapter 19.78 Clearing and Grading

Chapter 19.82 Development Agreement for Port-Owned Property

Title 20 Civil Enforcement and Penalties

Appendix C

USEFUL WEBSITES

City of Anacortes website: <https://www.anacorteswa.gov/>

City of Anacortes stormwater website: <https://www.anacorteswa.gov/493/Stormwater>

City of Anacortes Stormwater Resources:
<https://www.anacorteswa.gov/269/Stormwater>

City of Anacortes Illicit Discharge Detection and Elimination Program Manual:
<https://www.cityofanacortes.org/DocumentCenter/View/13588/IDDE-Manual-with-Appendix-A-F-October-2018-PDF>

City of Anacortes GIS Mapping: <https://www.anacorteswa.gov/635/GIS-Mapping>

City of Anacortes IDDE Program Manual:
<https://www.anacorteswa.gov/DocumentCenter/View/13588/IDDE-Manual-with-Appendix-A-F-October-2018-PDF>

City of Anacortes Minimum Requirements #1 to # 5/9 Form:
<https://www.anacorteswa.gov/DocumentCenter/View/99/Stormwater-Minimum-Requirements-1-9--PDF>

City of Anacortes Minimum Requirements #2 Form:
<https://www.anacorteswa.gov/DocumentCenter/View/13743/Stormwater-Minimum-Requirement-2-PDF>

City of Anacortes Planning, Community, and Economic Development website:
<https://www.cityofanacortes.org/161/Planning-Community-Economic-Development>

Skagit Conservation District: <http://www.skagitcd.org/>

Department of Ecology: <https://ecology.wa.gov/>

NPDES Phase II Permit: <https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Municipal-stormwater-general-permits/Western-Washington-Phase-II-Municipal-Stormwater>

Stormwater Action Monitoring: <https://ecology.wa.gov/Regulations-Permits/Reporting-requirements/Stormwater-monitoring/Stormwater-Action-Monitoring>

Skagit Conservation District Programs in partnership with the City of Anacortes:

Skagit Stream Team: http://skagitcd.org/stream_team

Backyard Conservation Stewardship Program: http://skagitcd.org/backyard_wildlife

Watershed Masters Volunteer Training Program: http://skagitcd.org/watershed_masters

Brochures available on the City of Anacortes website:

Charity Car Wash Kits: <https://www.anacorteswa.gov/DocumentCenter/View/4584/Charity-Car-Wash-Kits-PDF>

Five Steps to Natural Yard Care: <https://www.anacorteswa.gov/DocumentCenter/View/4585/Five-Steps-to-Natural-Yard-Care-PDF>

Food and Restaurant Good Cleaning Practices:
<https://www.anacorteswa.gov/DocumentCenter/View/4586/Food-and-Restaurant-Good-Cleaning-Practices-PDF>

Industry Automobile Good Cleaning Practices:
<https://www.anacorteswa.gov/DocumentCenter/View/4587/Industry-Automobile-Good-Cleaning-Practices-PDF>

Low Impact Development (LID) Fact Sheet:
<https://www.anacorteswa.gov/DocumentCenter/View/4588/Low-Impact-Development-LID-Fact-Sheet-PDF>

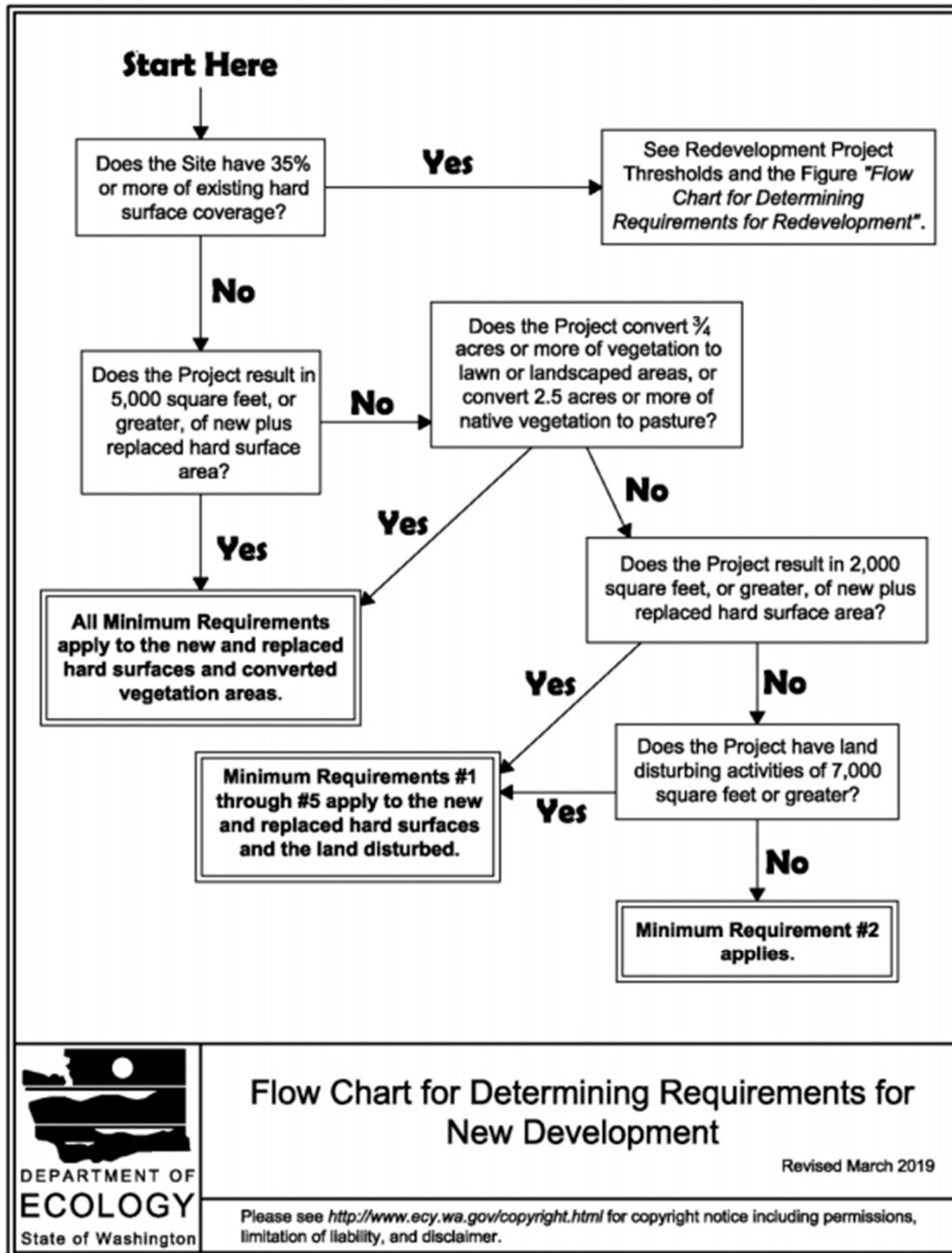
Mobile Carpet Cleaning Practices:
<https://www.anacorteswa.gov/DocumentCenter/View/4589/Mobile-Carpet-Cleaning-Practices-PDF>

Power Washing Practices:
<https://www.anacorteswa.gov/DocumentCenter/View/4590/Power-Washing-Practices-PDF>

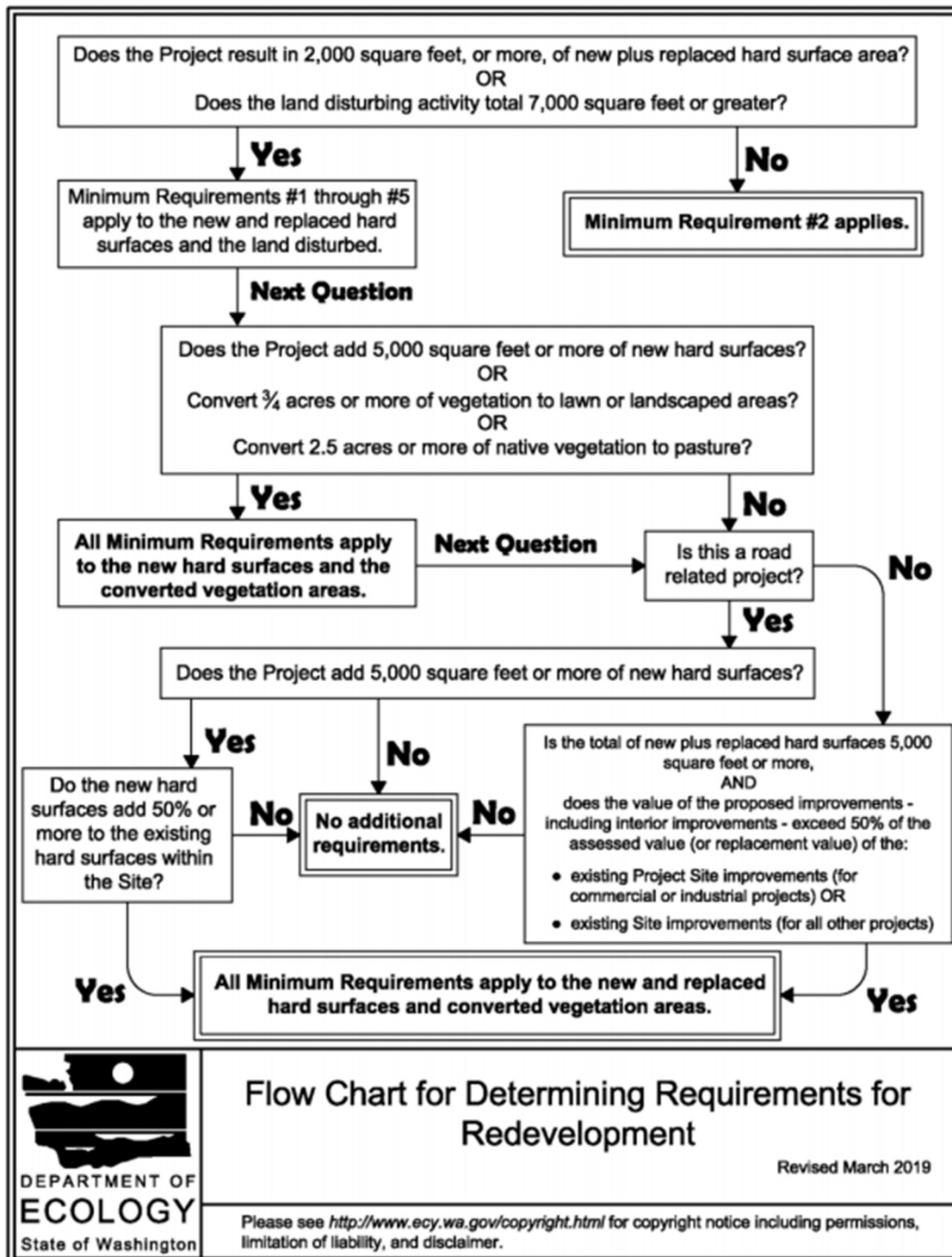
Appendix D

ECOLOGY FLOW CHARTS

Flow Chart for Determining Requirements for New Development



Flow Chart for Determining Requirements for Redevelopment





Fidalgo North Stormwater Management Action Plan

March 31, 2023

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1. INTRODUCTION

The purpose of the Fidalgo North Stormwater Management Action Plan (SMAP) is to provide a framework for water quality improvement in the Fidalgo North stormwater catchment area. Included in this SMAP are strategies and actions that benefit stormwater and water quality in the Fidalgo North basin.

PERMIT REQUIREMENTS

The City of Anacortes is a permittee under the Western Washington Phase II Municipal Stormwater Permit (Phase II Permit or Permit), issued on July 1, 2019. The Fidalgo North Stormwater Management Action Plan was prepared to meet the requirements of the Permit under section S5.C.1.d.iii, which states:

iii. Stormwater Management Action Plan (SMAP). No later than March 31, 2023, Permittees shall develop a SMAP for at least one high priority catchment area from (ii), above, that identifies all of the following:

- a. A description of the stormwater facility retrofits needed for the area, including the BMP types and preferred locations.*
- b. Land management/development strategies and/or actions identified for water quality management.*
- c. Targeted, enhanced, or customized implementation of stormwater management actions related to permit sections within S5, including:*
 - IDDE field screening,*
 - Prioritization of Source Control inspections,*
 - O&M inspections or enhanced maintenance, or*
 - Public Education and Outreach behavior change programs.**Identified actions shall support other specifically identified stormwater management strategies and actions for the basin overall, or for the catchment area in particular.*
- d. If applicable, identification of changes needed to local long-range plans, to address SMAP priorities.*
- e. A proposed implementation schedule and budget sources for:*
 - Short-term actions (i.e., actions to be accomplished within six years), and*
 - Long-term actions (i.e., actions to be accomplished within seven to 20 years).*
- f. A process and schedule to provide future assessment and feedback to improve the planning process and implementation of procedures or projects.*

The Fidalgo North SMAP was prepared in accordance with the guidance contained in Washington State Department of Ecology's *Stormwater Management Action Planning Guidance*, published in August 2019,

and Washington State Department of Commerce's *Building Cities in the Rain*, published in September 2016.

SMAP ORGANIZATION

The Fidalgo North SMAP organization follows the sequence of the SMAP components in the Phase II Permit.

Chapter 2 describes the Fidalgo North area and why it was selected as a high priority area.

Chapter 3 describes stormwater facility retrofits recommended for the area, including BMP types and preferred locations.

Chapter 4 describes land management/development strategies and/or actions identified for water quality management.

Chapter 5 describes targeted, enhanced or customized implementation of stormwater management actions in the SMAP area.

Chapter 6 describes the proposed implementation schedule and budget sources for short-term and long-term action.

Chapter 7 describes the process and schedule to provide future assessment and feedback to improve the planning process and implementation of procedures or projects associated with the SMAP.

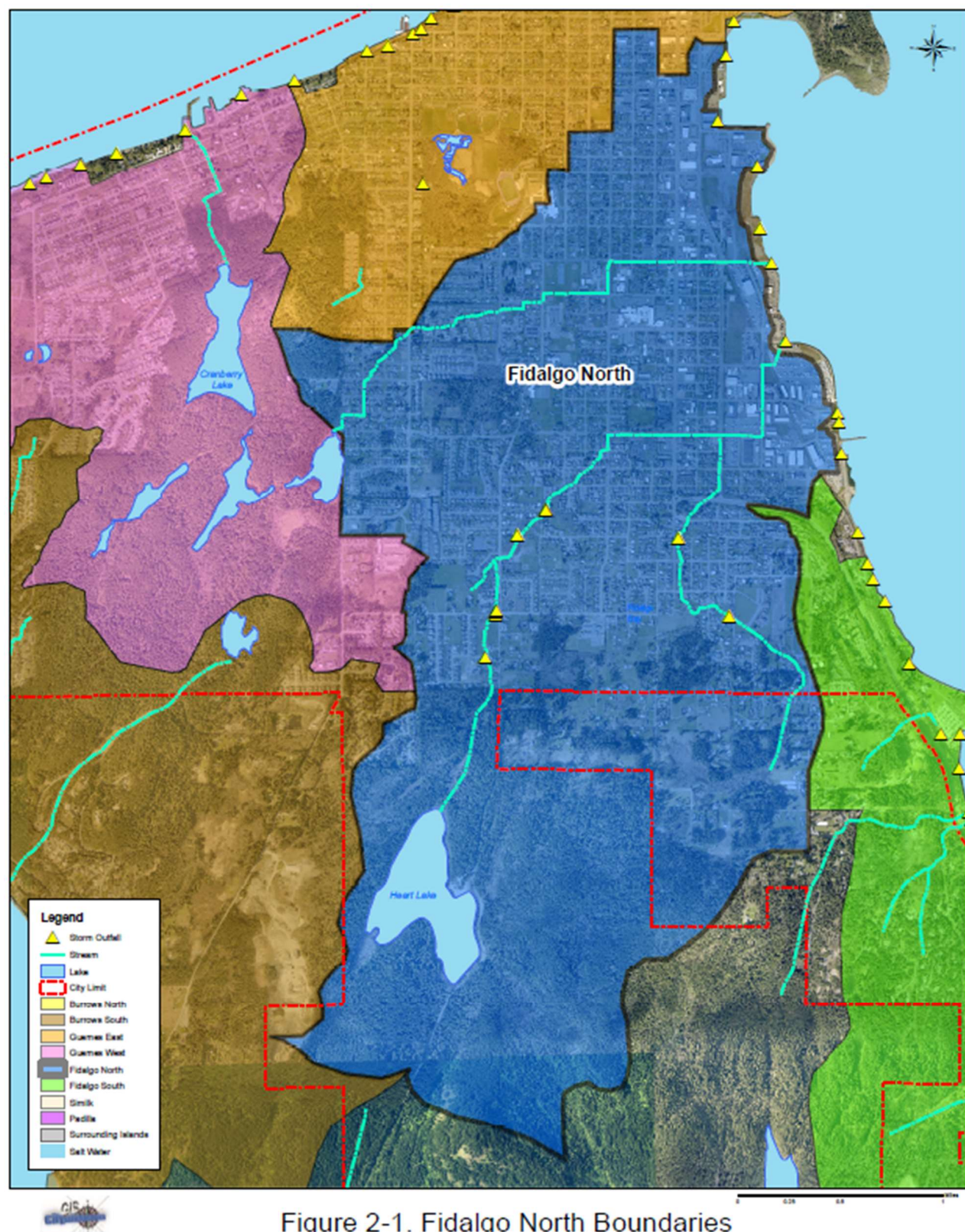
2. FIDALGO NORTH DRAINAGE AREA

The Fidalgo North drainage area collects stormwater from a large portion of Anacortes and conveys it to storm outfalls on the north end of Fidalgo Bay. The bay contains the Fidalgo Bay Aquatic Reserve, which was designated as an aquatic reserve by the Washington Department of Natural Resources in 2008. Fidalgo Bay includes significant species such as Pacific herring, surf smelt, and Olympia oysters, as well as important habitats such as eelgrass beds, salt marshes, tidal flats, and pocket estuaries.

SMAP AREA CHARACTERISTICS

The Fidalgo North catchment area encompasses 525 acres, of which 463 acres is within Anacortes city limits. The upper reaches of the catchment area contain 153 acres of forestlands which are protected from development. Zoning in the downstream areas include residential, commercial, marine mixed use, and industrial. Public spaces include the Anacortes Community Forestlands, community parks, and several schools.

Surface water in Fidalgo North includes Heart Lake, Beaver Brook, Ace of Hearts Creek, and Happy Valley Stream, as well several wetlands. Heart Lake is within the boundaries of the Anacortes Community Forestlands and feeds Ace of Hearts Creek. Beaver Brook begins at the outlet of a large system of wetlands contained in the Anacortes Community Forestlands. The headwaters of Happy Valley stream are in unincorporated Skagit County. All three streams ultimately enter the piped storm system and are conveyed to Fidalgo Bay through the storm drainage system. The boundaries of Fidalgo North and the key surface waters are shown in Figure 2-1.



SELECTION OF SMAP AREA

The Phase II Permit specified a process for selecting a high priority catchment area for SMAP development. Additional guidance was provided in Department of Ecology's 2019 publication *Stormwater Management Action Planning Guidance* and Department of Commerce's 2016 publication *Building Cities in the Rain*.

Prior to selection of drainage basin for the SMAP process, permittees were required to complete a series of steps to aid in the selection process. The first step was a receiving water assessment to examine existing information related to local receiving waters to identify which receiving waters are most likely to benefit from stormwater management planning. Stormwater in Anacortes discharges to the Salish Sea. For the purposes of this exercise the City identified the receiving waters by the locations where stormwater discharges to marine waters and looked at the Guemes Channel, Burrows Bay, Fidalgo Bay, Similk Bay and Padilla Bay. The receiving water assessment culminated in a required submission to Ecology of a watershed inventory that included a map of delineated drainage basins and information regarding the basins and the receiving waters. Communities that discharge directly to the Salish Sea, such as Anacortes, were required to include information about the drift cell types at storm outfalls. The watershed inventory for Anacortes is included in Appendix A.

The second step was basin prioritization. The City solicited input from the community about stormwater priorities and selection of a high priority catchment basin. Staff created an online survey and shared it on social media as well as sending the link directly to tribal partners and local organizations that have interacted with the stormwater program. The questions included in the survey solicited opinions about the severity of stormwater as a problem, factors that should be prioritized when selecting a basin, and preference for land use types to focus on.

Information on the drainage basins was collected from a variety of sources. A list of the sources is included in Table 2-1.

Table 2-1. Data Collection Resources.

Agency	Map Name	Information Type
City of Anacortes	Interactive Map	City zoning, stream buffers, critical areas, storm system mapping
Washington State Department of Ecology	Washington State Coastal Atlas	Drift cells
	Puget Sound Watershed Characterization Project	Surface water quality characteristics
Washington State Department of Natural Resources	Puget Sound Seagrass Monitoring	Eelgrass beds
Washington State Department of Health	Environmental Health Disparities Map	Socioeconomic mapping including poverty levels and unaffordable housing
Environmental Protection Agency	Environmental Justice Screening and Mapping Tool	Low income areas

Using the information from the receiving water assessment, other local and regional information, and comments solicited from residents to identify community priorities for stormwater, the City analyzed the delineated basins to determine which basin would receive the most benefit from implementation of stormwater facility retrofits, tailored implementation of stormwater management program actions and other land/development management actions.

Fidalgo North was selected as the high priority catchment area for SMAP development. The primary reasons for selecting Fidalgo North were:

- Fidalgo Bay is a DNR Aquatic Reserve and is considered a high value, protected waterway.
- The community involvement process identified commercial and industrial land uses as a high priority. Fidalgo North contains significant commercial and industrial zones.
- Anacortes understands the importance of including environmental justice in the guidance of the stormwater management program. The Fidalgo North basin includes the neighborhoods in town that have been identified as high risk for overburdened communities and households living below the poverty level.
- The drift cells are classified as no appreciable drift, which is listed in *Stormwater Management Action Planning Guidance* as a higher priority for creation of a SMAP.
- Fidalgo Bay has extensive eelgrass beds, which are vital to marine ecosystems. Eelgrass beds provide important habitat for forage fish, juvenile salmon, and Dungeness crabs. Eelgrass beds can be damaged by pollutants in stormwater runoff.
- Fidalgo North contains three streams that have potential for riparian restoration projects.

Information used in the prioritization process is included in Appendix A.

The final step in the process is the creation of a SMAP for a high priority catchment area. The City selected the Fidalgo North basin to meet the SMAP requirement of the Phase II Permit. This SMAP represents the next step in developing and implementing coordinated strategies to improve water quality in the Fidalgo North basin.

3. CAPITAL PROJECTS

The Permit, under section S1.C.1.d.iii.a, requires the SMAP to include descriptions of the stormwater facility retrofits needed for the area, including the Best Management Practice (BMP) types and preferred locations.

FIDALGO NORTH RECOMMENDED RETROFITS

The City completed a Stormwater Comprehensive Plan in 2007, which included recommended retrofits to the stormwater system. Within the Fidalgo North basin the City identified projects to improve water quality treatment and/or address capacity issues. Many of the projects have been completed in the intervening years, however there are a few projects in the Fidalgo North basin that have been included in the SMAP. Over the years the City has continued to analyze the storm system, update the modeling, and look for opportunities to install retrofits in the storm system to improve water quality. Much of the Anacortes storm system is flow control exempt, so most projects focus on water quality and/or riparian restoration. The proposed projects for Fidalgo North are included in Table 3-1.

Table 3-1. Proposed Projects in Fidalgo North

Project Name	Location	Project Description	Projected Cost
32 nd Street wetlands culvert removal	2400 block of 32 nd Street	Removal of culvert and restoration of streambank at the outlet of the 32 nd St. wetlands, which flows into Beaver Brook.	\$60,000
Ace of Hearts Rotary Park stream restoration	3817 H Avenue	Daylight Ace of Hearts Creek as it passes through Ace of Hearts Rotary Park and improvement of the adjacent storm pond and wetland area.	\$250,000
37 th Street storm conveyance reconstruction	37 th Street east of Commercial Avenue	Upgrade the existing undersized storm drainage along 37 th Street by installing water quality treatment, new structures and upsizing the storm drainage conveyance system.	\$359,582
34 th Street storm conveyance reconstruction	34 th Street from R Avenue to O Avenue	Installations of bioswales to improve water quality and flow.	\$968,732
Q Avenue storm conveyance reconstruction	22 nd Street to 34 th Street	Upgrade the existing undersized storm drainage along Q Avenue by installing water quality treatment,	\$1,835,544

		new structures and upsizing the storm drainage conveyance system.	
Happy Valley stormwater park	3800 block of Commercial Avenue	Restoration of Happy Valley Stream and construction of a stormwater park with water quality treatment prior to discharge.	TBD

The locations of the proposed project are shown in Figure 3-1.



Figure 3-1. Proposed project locations

4. LAND MANAGEMENT/DEVELOPMENT STRATEGIES AND/OR ACTIONS

The Permit, under section S5.C.1.d.iii.b, requires the SMAP to include land management/development strategies and/or actions identified for water quality management.

Ecology's document *Stormwater Management Action Planning Guidance* recommends identification of lands to protect or conserve, protection of native vegetation through zoning or land use policy changes, and other zoning or land use policy changes that could protect water quality in receiving waters to meet the requirements of this section. Special emphasis is given to protecting any largely undeveloped contributing watershed areas, and in the case of largely built-out areas, efforts to increase canopy cover.

The headwaters of the Fidalgo North basin are comprised of approximate 153 acres of the Anacortes Community Forest Lands. These forestlands are protected from development and logging through conservation easements. Much of the rest of Fidalgo North is built out, so the focus for this SMAP will be increasing canopy cover and improving riparian areas.

RIPARIAN RESTORATION

There are three notable streams and one lake within the boundaries of the Fidalgo North basin. Heart Lake is contained in the Anacortes Community Forestlands and the shorelines are protected in their natural state. The three streams, Happy Valley Stream, Ace of Hearts Creek, and Beaver Brook, wind through residential neighborhoods and ultimately end up entering the storm system where they are conveyed to the Fidalgo Bay. The lake and stream locations are shown in Figure 4-1.

The parcels adjacent to the streams are a combination of public and privately owned. There are opportunities for riparian restoration on both types of parcels. The City is considering several projects to improve riparian areas. Some of the recommended projects include:

- Removal of a culvert and restoration of the streambank at the outlet of the 32nd Street wetlands, which flows into Beaver Brook,



Figure 4-1. Surface Water in Fidalgo North

- Construction of a stormwater park that would include water quality treatment and restoration of Happy Valley Stream on the vacant parcel on the 3800 block of Commercial Avenue, and
- Riparian restoration on Ace of Hearts Creek as it passes through Ace of Hearts Rotary Park and improvement of the adjacent storm pond and wetland area.

More information on these projects may be found in Section 3.

The City has mapped all critical areas within the Fidalgo North Basin and identified vacant parcels within 100 feet of a critical area. The parcels among these that are publicly owned may be prioritized for native plantings to increase canopy cover. The City is exploring partnerships that may expedite restoration of public properties.

The City intends to do focused outreach to property owners within 100 feet of critical areas to increase awareness of these important areas and show residents actions they can do to help protect local surface water and improve water quality. There may be opportunities to provide incentives for natural landscaping, native plantings, and increased canopy cover on these properties.

LONG RANGE AND COMPREHENSIVE PLANNING

In 2016, the City of Anacortes updated its Comprehensive Plan under the Washington State Growth Management Act. The Comprehensive Plan is a policy road map that takes a long-range perspective on development of the City. The guidelines laid out in the Comprehensive Plan support the creation of this SMAP and the finalized SMAP will influence future updates of the Comprehensive Plan.

The current Comprehensive Plan includes goals and policies related to environmental and resource protection as well as inclusion of Low Impact Development techniques. Some of the relevant goals and policies include:

- Land Use Goal LU-4. Resource protection and sustainable design – Goal LU-4 and the associated policies establish principles that support Low Impact Development, protection of natural areas, restoration of degraded natural areas and encouragement of retrofits to existing development to reduce impacts.
- Environment and Conservation Goal EC-1. Environmental protection – Goal EC-1 and the associated policies promote education and involvement programs to raise public awareness about environmental issues, preservation of larger tracts of key open space lands and use of the best available science to preserve or enhance the function of critical areas through regulations, programs, and incentives.
- Environment and Conservation Goal EC-4. Water quality – Goal EC-4 and the associated policies focus on protecting and enhancing water quality. Included are policies that promote:
 - Reduction of pollution of surface and groundwater resources through regulations, programs, and public education.

- Regular inspections and maintenance of stormwater infrastructure.
- Requirements for Low Impact Development.
- Minimizing impervious surfaces.
- No net loss of wetland acreage, function and value within each drainage basin.
- Environment and Conservation Goal EC-7. Recognize the importance of mature trees as an integral part of the ecology and heritage of the city – Goal EC-7 and the associated policies promote the retention and protection of mature trees, education on value of planting and retaining trees, and a policy to allow for off-site options to meet tree retention requirements and achieve tree canopy coverage when on-site tree retention or planting is not feasible.
- Parks, Recreation, and Open Space Goal PR-7. Environmental Stewardship – Goal PR-7 and its associated policies promote maintaining or improving the functional integrity of waterways, implementing measures to minimize storm runoff from park grounds, and providing treatment for stormwater discharges from parks.
- Capital Facilities Goal CF-3. Correct deficiencies – Goal CF-3 and its associated policies focus on identification of deficiencies in public facilities and the means and timing by which those deficiencies will be corrected.
- Capital Facilities Goal CF-7. Design and location – Goal CF-7 and its associated policies promote design of natural infrastructure into projects when feasible to mimic natural ecological processes and minimize the need for built infrastructure, provide capital facilities that support and implement sustainability and environmental stewardship as appropriate, using environmental sensitive building techniques and low impact surface water methods where feasible, and considering future climate conditions during siting and design.
- Utilities Goal U-5. Sustainable design – Goal U-5 and its associated policies encourage siting, construction, and operation and maintenance activities that are consistent with environmental best management practices and minimize negative impacts of utility systems to the environment.

More recently the City has completed an update to the critical areas ordinance as well as adoption of riparian management zone regulations. The critical areas update strengthened protection of surface water, wetlands, and other environmentally significant areas and requires development activities to be designed to achieve no net loss of critical area functions and values. Riparian management zones are areas adjacent to stream channels that have the potential to provide full riparian functions. The adoption of riparian management zones imposes strict requirements on development within the zone to not lose any of the pollution removal function of the buffer zone. The combination of the critical areas update and the adoption of riparian management zone regulations strengthens environmental protections and pollution reduction strategies in Anacortes.

The City is currently in the process of updating the Shoreline Master Program.

Short-Term Strategies (2023-2028)

The City is assessing different options to improve water quality in the future in Fidalgo North basin through land management and development strategies and actions.

The completion of the Shoreline Master Program update will provide additional regulations for developments on and near the shoreline, including stricter stormwater and pollution prevention regulations.

The City is studying the Anacortes Municipal Code section on Tree Preservation to determine the benefits of a code update. The Tree Preservation code was written with the purpose of promoting preservation as well as growth of healthy, vigorous trees in Anacortes. The current code includes requirements for approval of tree clearing on lots and requires tree preservation plans as part of new development and redevelopment projects. The City is exploring the addition of a fee in lieu of tree planting program for sites where the landscaping requirements are not feasible. The funds accrued through the program could be applied towards restoration projects or additional tree planting within the same basin. An example might be a redevelopment project in the Commercial Business District of an existing site with a high percentage of hard surfaces. In certain situations, a fee in lieu may allow for tree planting in a location within the basin where it would have a bigger impact and allow the redeveloped site to have a smaller landscaping footprint in the downtown area.

The City is planning for an update of the Stormwater Utility Comprehensive Plan. This plan provides City staff and policy makers the necessary information to develop and manage the storm drainage system in a manner that is cost-effective and in compliance with regulations. The Fidalgo North basin will be a high priority for modeling and analysis of infrastructure during the update process. The Stormwater Utility Comprehensive Plan identifies system retrofits and capital projects recommended for the drainage basins. When the stormwater comprehensive plan update is complete, it may be used to update the Fidalgo North SMAP.

The City is investigating the creation of an incentive program to encourage riparian restoration and planting. This program may provide either a financial incentive for additional native plantings in the riparian management zones or building allowances for sites that exceed the requirements for environmental protections and stormwater management.

Long-Term Strategies (2029-2043)

Updates to the Stormwater Utility Comprehensive Plan, Shoreline Master Program, City Comprehensive Plan, and municipal code will provide guidance for continued and improved protection of water quality in the Fidalgo North basin. Periodic review processes will allow for assessment and update of land use and management policies and programs in Anacortes. These updates can be used to refine the Fidalgo North SMAP.

Anacortes is exploring the creation of a climate resiliency workgroup. This workgroup would frame the policies and projects that will prepare Anacortes for future climate change and rising sea levels. The projected increase in intensity of rainstorms and the rise in sea level will impact the storm system in many ways and the City is looking for both short-term and long-term options to address these impacts. The policies and projects recommended by the climate resiliency workgroup will shape future updates of the Fidalgo North SMAP.

The implementation of the short-term strategies and future stormwater regulations will aid in forming long-term strategies for Fidalgo North. The City will continue to consider zoning and land use policies that will protect Fidalgo Bay and allow for current designated uses.

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5. CUSTOMIZED IMPLEMENTATION OF THE STORMWATER PROGRAM

The Permit, under section S5.C.1.d.iii.c, requires the SMAP to include targeted, enhanced, or customized implementation of the stormwater management actions related to permit sections within S5, including:

- Illicit Discharge Detection and Elimination screening,
- Prioritization of Source Control inspections,
- Operations and Maintenance inspections or enhanced maintenance, or
- Public education and outreach behavior change programs.

Identified actions shall support other specifically identified stormwater management strategies and actions for the basin.

Current actions to support the Stormwater Management Program are contained the 2023 Stormwater Management Program Plan, available on the City's website at www.anacorteswa.gov.

ILLICIT DISCHARGE DETECTION AND ELIMINATION SCREENING

The City has a current Illicit Discharge Detection and Elimination (IDDE) Program to identify and eliminate non-stormwater discharges to the storm drainage system. The program includes a spill hotline and online reporting for the public to report concerns, field screening completed by City staff, and spill response protocols to investigate and address any water quality complaints.

The City proposes two enhancements to bolster the IDDE Program in the Fidalgo North basin:

- Increased screening of the storm drainage system
- Targeted education and outreach regarding illicit discharges

The City currently does annual screening for illicit discharges in the storm drainage system. The Phase II Permit requires annual screening of a minimum of 17% of the storm drainage system. During the period of 2019-2022 the City averaged an annual screening of 42% of the storm drainage system. To enhance the IDDE Program in Fidalgo North, the City is exploring increasing



Figure 5-1. Proposed IDDE Screening Locations.

the frequency of field screening of the system. The short-term strategy (2023-2028) is to increase frequency of screening to quarterly at the locations shown in Figure 5-1. The results of the quarterly monitoring may inform decisions in the long term (2029-2042) to adjust future IDDE screening frequency and screening locations.

The City has IDDE information available online and at City Hall and provides outreach at community events regarding best management practices to prevent illicit discharges and options for spill reporting. To enhance IDDE outreach in Fidalgo North the City could consider targeted outreach to residents in the Fidalgo North basin to raise awareness of basic water pollution issues and reporting options to notify the City of any water quality concerns.

SOURCE CONTROL PROGRAM INSPECTIONS

The City's Source Control Program for Existing Businesses program launched in early 2023. The City inspects businesses to determine compliance with City stormwater regulations. Businesses are provided information on stormwater best management practices and pollution prevention, and City staff work with businesses to bring them into compliance when necessary.

For short-term improvements, the City may prioritize inspections of businesses that drain to the storm system in Fidalgo North. The first round of inspections of businesses in the Source Control inventory will be an excellent opportunity to educate business owners on stormwater best management practices and address any on-site stormwater issues. The City is considering personalized outreach material based on the receiving water, to educate business owners and employees about exactly where their stormwater goes.

For long-term improvements, the City may look to expand the Source Control program. Expansion could take many different forms, and expansion will depend on budgeting and staffing constraints. Options for program expansion include:

- Expanding education and outreach to all levels within businesses, from the field crews to upper management.
- Provide Source Control ratings that businesses can use to promote their business to the local community.
- Continue to translate Source Control materials into additional languages to facilitate information sharing.
- Increase the rate of inspections if staffing levels and budget allow.

As the Source Control program gets established in Anacortes there may be other opportunities to alter the program structure or program focus to better support water quality goals in the Fidalgo North basin.

OPERATIONS AND MAINTENANCE

The Anacortes Operations and Maintenance Division has a robust maintenance program for the City streets and storm system. The City has a regular sweeping schedule of residential and commercial streets using a regenerative air street sweeper. City owned stormwater infrastructure is inspected on a regular basis and maintenance is performed as needed.

Opportunities for enhanced operations and maintenance include:

- Instituting a systematic program for video inspection of storm pipes and culverts in the Fidalgo North basin. Video inspections may identify previously unknown illicit connections as well as allow staff to identify and repair structural issues prior to obstruction or flooding issues. The City has set a goal to video inspect 10,000 linear feet of pipe per year, as well as video inspections on an as-needed basis for drainage issues and suspected illicit discharges. In order to prioritize Fidalgo North, the City proposes to have 5,000 linear feet of the annual goal be pipes located in Fidalgo North, until such time as all pipes have been inspected.
- Increased storm pipe and culvert cleaning. The City currently uses the vactor truck to clean storm pipes and clear culverts on an as-needed basis and as routine maintenance for problematic areas in the storm drainage system. The results of the video inspections will allow for identification of pipes and culverts that need maintenance.
- Assessing street sweeping in Fidalgo North. The City maintains a street sweeping schedule that includes sweeping of all streets in Fidalgo North, with higher frequency of sweeping for primary transportation routes. Staff can track sweeping within Fidalgo North on an annual basis to determine if more frequent sweeping would be beneficial to water quality in the basin.

PUBLIC EDUCATION AND OUTREACH

The City's education and outreach program consists of both regional and Anacortes specific programs. City staff table at public events, present to local groups and schools, and provide outreach materials at City Hall and the Anacortes Library. The City is also part of a regional education and outreach group, which consists of the Skagit Conservation District, Skagit County, and the cities of Burlington, Mount Vernon, and Sedro-Woolley. The partnership offers several different courses and workshops, as well as collaborating on a regional behavior change program.

There are some education and outreach enhancements that could be included for the Fidalgo North basin. Some of the options the City is exploring include:

- Mailers on natural yard care techniques and pet waste management strategies sent to residents in the Fidalgo North basin.
- Creation of outreach materials based on receiving waters, to show residents exactly where their stormwater goes. A proposed title to the series is “Where does your water flow?”
- Outreach to property owners in critical area buffers.
- Signage at restoration sites and/or in the Heart Lake area of the Anacortes Community Forestlands.

Program expansion will depend on budgeting and staffing constraints.

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6. IMPLEMENTATION SCHEDULE AND BUDGET

The Permit, under section S5.C.1.d.iii.e, requires the SMAP to include a proposed implementation schedule and budget sources for short-term actions (actions to be accomplished within six years) and long-term actions (actions to be accomplished within seven to twenty years).

IMPLEMENTATION SCHEDULE

The strategies and actions contained in this SMAP have been separated into short-term and long-term actions. Per the Phase II Permit, short-term actions are in the one to six year timeframe, while long-term actions are in the seven to twenty year timeframe. For the purposes of this version of the SMAP, short-term actions are focused on the years 2023-2028 and long-term actions are in the 2029-2043 timeframe. Recommended strategies and actions and their implementation timelines are included in Table 6-1.

Table 6-1. Implementation Timelines

SMAP Section	Short-Term Actions (2023-2028)	Long-Term Actions (2029-2042)
Capital Projects	Complete 1-2 projects from the Capital Projects list.	Complete 3-4 projects from the Capital Projects list.
Land Management/Development Strategies and/or Actions	- Complete update of the Shoreline Master Program. - Update Anacortes Comprehensive Plan. - Update Stormwater Utility Comprehensive Plan. - Update Anacortes Municipal Code, including Chapter 16.50 Tree Preservation. - Creation of a climate resiliency workgroup. - Explore partnerships with other organizations to achieve riparian restoration goals.	- Explore establishment of incentive programs to increase riparian planting. - Inclusion of climate resiliency workgroup recommendations into the Fidalgo North SMAP. - Assess existing program and impacts of short-term actions and update strategies as necessary.
Customized Implementation of the Stormwater Program	Illicit Discharge Detection and Elimination Increased illicit discharge screening of the storm drainage system.	Illicit Discharge Detection and Elimination Analyze results of increased screening to determine next steps.

	Source Control Program • Prioritize source control Inspections in Fidalgo North basin. • Creation of outreach materials specific to basin receiving waters.	Source Control Program • Expansion of Source Control outreach efforts. • Create a rating system the businesses can share to promote their business. • Translate outreach materials into additional languages.
	Operations and Maintenance • Begin video inspection of storm pipes and culverts in Fidalgo North basin. • Complete assessment of street sweeping in the Fidalgo North basin.	Operations and Maintenance • Complete video inspections of pipes and culverts in Fidalgo North basin. • Update maintenance plan for storm infrastructure in basin.
	Education and Outreach • Outreach to property owners in critical area buffers. • Send out mailers on natural yard care techniques and pet waste management strategies to residents.	Education and Outreach • Creation and distribution of “Where does your water flow?” outreach materials. • Installation of signage at restoration sites and/or in the Heart Lake area.

BUDGET

The budget for the stormwater program comes from stormwater utility fees. Residents in Anacortes are charged a flat fee monthly. Commercial properties are billed based on the amount of hard surfaces on the site. Grants received by the City help to fund additional projects in the stormwater division.

Table 6-2. Budget

SMAP Section	Predicted Cost	Budget Notes
Land Management/Development Strategies and/or Actions	TBD	• Staff time is covered by City program budgets • Explore partnerships with other organizations for riparian restoration. • Explore grant opportunities to fund restoration projects. • Additional projects as budgeting allows.
Capital Projects	\$250,000 - \$1,835,544	• Capital projects identified in SMAP to be included in the Capital Facilities Plan (CFP). • Explore partnerships with other organizations for restoration projects. • Explore grant opportunities to fund capital projects.

Customized Implementation of the Stormwater Program	Most programming is covered under existing program budgets.	• Staff time is covered by City program budgets. • System retrofits will be included under capital facilities projects. • Explore grant opportunities to fund additional customized actions.
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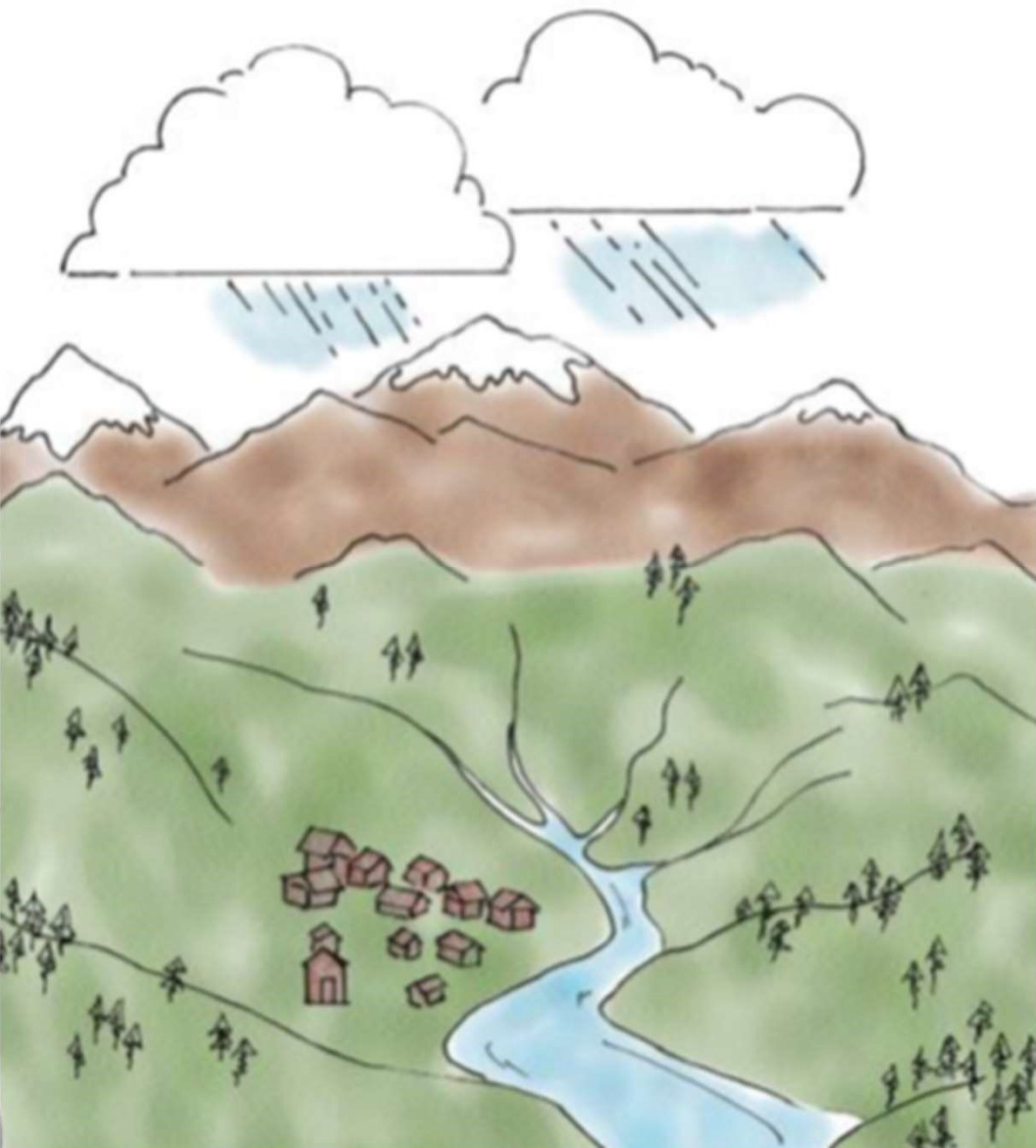
7. FUTURE ASSESSMENT

The Permit, under section S5.C.1.d.iii.f, requires the SMAP to include a process and schedule to provide future assessment and feedback to improve the planning process and implementation of procedures or projects.

The City intends for the SMAP to be a living document, reviewed on an annual basis as part of the Stormwater Management Program Plan update, to determine if the City is meeting its objectives and whether immediate updates are required.

Along with the annual review, SMAP updates should be scheduled to coincide with Western Washington Municipal Stormwater Permit issuance. The next version of the permit will be issued in 2024. At that time, the City intends to update the Fidalgo North SMAP to incorporate new permit requirements into SMAP activities.

SMAP updates should include opportunities for an internal review process and public comment.



2023 STORMWATER MANAGEMENT PROGRAM UPDATE

Diane Hennebert
Stormwater Program Manager

Western Washington Phase II Municipal Stormwater Permit Requirements

Stormwater Planning

Public Education and Outreach

Mapping and Documentation

Illicit Discharge Detection and Elimination

Controlling Runoff from New Development, Redevelopment and Construction Sites

Operations and Maintenance

Source Control Program for Existing Development

Stormwater Program Administration



Education and Outreach & Public Involvement and Participation

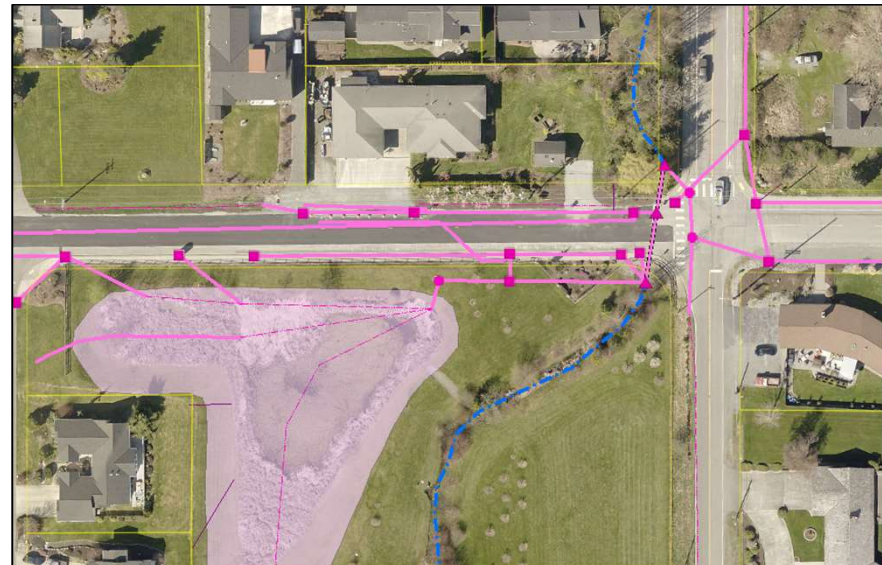


Mapping and Documentation



Stormwater use of ArcGIS and Cartegraph systems includes:

- Illicit Discharge tracking
- Citizen concerns
- Maintenance tracking
- Development information
- Basin analysis
- Source control program



Illicit Discharge Detection and Elimination

- Spill response
- Illegal dumping
- Illicit connections

Improvement in reporting over the last 5 years

- Coordination across departments
- Community support and communication



Controlling Runoff from New Development, Redevelopment, and Construction Sites



Storm Water Drainage Report Minimum Requirements 1 through 5 Minimum Requirement 1 through 9 ENGINEERING DEPARTMENT 904 6th Street Anacortes, WA 98221 www.anacorteswa.gov

- Stormwater site plan review
- Construction inspection
- BMP maintenance agreements

Local Use Only: (Information to Inspectors)

Describe Storm Water Facility and other related requirements:

Address:

Owner:

REPORT:

Checklist: (All items listed below are required for complete submittal)

Preparer to Provide): Project title, Location, Dates, Engineer's Stamp
Minimum Requirement #1 – Preparation of Stormwater Plans
Minimum Requirement #2 – Construction Stormwater Prevention (SWPP)
Minimum Requirement #3 – Source Control of Pollution
Minimum Requirement #4 –

Operations and Maintenance

Maintenance and repair for:

- 4,350 catch basins and manholes
- 80 miles of storm pipe
- 50 miles of ditches
- 41 stormwater vaults
- 64 stormwater ponds
- Sweeping of 130 miles of streets



Source Control Program for Existing Businesses

- More efficient to stop pollution at the source than to try to remove it from stormwater later
- Working with local businesses to reduce pollution improved business practices
- Emphasis on education and technical assistance
- Inspections starting as soon as new inspector is fully trained



Stormwater Planning

Fidalgo North Stormwater Management Action Plan (SMAP)

- Fidalgo North Drainage Area
- Capital Projects
- Land Management/Development Strategies
- Customized Implementation of the Stormwater Program
- Implementation Schedule and Budget



Fidalgo North Drainage Area

- Fidalgo Bay Aquatic Reserve
- Community involvement
- Environmental justice
- Drift cells
- Eelgrass beds
- Three streams with restoration potential



Capital Projects

Project Name	Projected Cost
32 nd Street wetlands culvert removal	\$60,000
Happy Valley stormwater park	TBD
Ace of Hearts Rotary Park restoration	\$250,000
37 th Street storm conveyance reconstruction	\$370,000
34 th Street storm conveyance reconstruction	\$970,000
Q Avenue storm conveyance reconstruction	\$1,835,000

Land Management/Development Strategies and/or Actions

Riparian Restoration

- Capital projects
- Vacant parcels within 100' of critical areas
- Focused outreach



Long Range and Comprehensive Planning

- Shoreline Master Program update
- Tree Preservation update
- Stormwater Comp Plan update
- Incentive programs

Customized Implementation of the Stormwater Program

Illicit Discharge Detection and Elimination

- Increased screening of storm system

Source Control Program

- Prioritize inspections
- Expanded outreach

Operations and Maintenance

- Video inspection of storm lines (5,000 linear feet per year)
- Increased storm system cleaning
- Increased street sweeping in basin

Public Education and Outreach

- Signage at restoration sites and ACFL
- Outreach materials tailored to property owners near critical areas

Implementation Schedule and Budget



Implementation

- Short-Term Actions: 2023-2028
- Long-Term Actions: 2029-2042

Budget

- Explore grant opportunities
- Partnering with local organizations
- Capital Facilities Plan



Questions? Comments?

Diane Hennebert
Stormwater Program Manager
dianeh@cityofanacortes.org





City Council Agenda Bill

Meeting Date: March 13, 2023 **Agenda Item:** 6.d.

Agenda Item Title: Resolution 3116: Waiving the Competitive Bidding Requirements for the Purchase of WWTP Secondary Clarifier Drive Units

Staff Contact(s): Henry Hash, TIM HOHMANN

<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 3116 to waive the bidding requirements for the purchase of two secondary clarifier drive units from Evoqua Water Technologies for installation at the Wastewater Treatment Plant.

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.
- The City of Anacortes' Wastewater Treatment Plant (WWTP) was built over 30 years ago and included the construction of two secondary clarifiers. The secondary clarifier is where activated sludge is settled out of the effluent. The drive unit of the secondary clarifier utilizes an electric motor coupled to a gear reduction system to produce the low-speed/high-torque characteristic required for activated sludge to settle out of treated water.
- The WWTP's secondary clarifiers were built to fit the drive units that are manufactured by Evoqua Water Technologies.
- WWTP staff's meticulous maintenance of the secondary clarifier drive units has allowed the units to operate well into the expected service life. However, the clarifier drive units are approaching end of life after 30 years of operation.
- Since the original secondary clarifiers were built to fit Evoqua Water Technologies drive units, Evoqua Water Technologies is the only source available that has the tooling and premade forms to create the replacement drive units that will meet the requirements of the secondary clarifiers.
- The purchase of two secondary clarifier drive units, as sold by Evoqua Water

Technologies, has a current cost of \$109,180.80 with sales tax. The estimated cost for the installation portion of the project by a separate contractor is \$125,000-\$150,000. The City's bid threshold for a multi-trade public works project is \$116,155.00.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that Resolution 3116 be approved authorizing the purchase of two secondary clarifier drive units from Evoqua Water Technologies for installation at the Wastewater Treatment Plant, and waiving the competitive bidding requirement due to a single source of supply.

Alternative Actions: Not approve the resolution.

Attachments (listed in order presented):

1. RESOLUTION No 3116
2. Evoqua sole source letter

RESOLUTION 3116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, authorizing the purchase of two secondary clarifier drive units from Evoqua Water Technologies for installation at the Wastewater Treatment Plant, and waiving the competitive bidding requirement due to a single source of supply, pursuant to RCW 39.04.280.

WHEREAS, 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.

WHEREAS, the City of Anacortes' Wastewater Treatment Plant (WWTP) was built over 30 years ago and included the construction of two secondary clarifiers. The secondary clarifier is where activated sludge is settled out of the effluent. The drive unit of the secondary clarifier utilizes an electric motor coupled to a gear reduction system to produce the low-speed/high-torque characteristic required for activated sludge to settle out of treated water.; and

WHEREAS, the WWTP's secondary clarifiers were built to fit the drive units that are manufactured by Evoqua Water Technologies.; and

WHEREAS, WWTP staff's meticulous maintenance of the secondary clarifier drive units has allowed the units to operate well into the expected service life. However, the clarifier drive units are approaching end of life after 30 years of operation.; and

WHEREAS, since the original secondary clarifiers were built to fit Evoqua Water Technologies drive units, Evoqua Water Technologies is the only source available that has the tooling and premade forms to create the replacement drive units that will meet the requirements of the secondary clarifiers.; and

WHEREAS, the purchase of two secondary clarifier drive units, as sold by Evoqua Water Technologies, has a current cost of \$109,180.80 with sales tax. The estimated cost for the installation portion of the project by a separate contractor is \$125,000-\$150,000. The City's bid threshold for a multi-trade public works project is \$116,155.00; 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 WWTP's current secondary clarifier drive units are over 30 years old and approaching end of life, (2) the WWTP's secondary clarifiers were built to fit the drive units that are manufactured by Evoqua Water Technologies, and (3) that Evoqua Water Technologies is the sole manufacturer of secondary clarifier drive units that can meet the City's specifications and requirements, that the City of Anacortes is clearly limited to a single source of supply from Evoqua Water Technologies, justifying the waiver of competitive bidding requirements.

Section 2. The City Council of the City of Anacortes hereby waives the bidding requirements for the purchase of two secondary clarifier drive units for installation at the Wastewater Treatment Plant and authorizes sole source purchasing from Evoqua Water Technologies.

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 13th day of March, 2023.

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney



N19W23993 Ridgeview PKwy Suite 200
Waukesha, WI 53188
Phone: 262-547-0141
Fax: 262-547-4120

Sole Source Letter

Attn: Steve Doebl
360-299-0953
500T Ave
Anacortes, Wa 98221
steved@citofanacortes.org

Date: 02/28/2023
James Moore
Evoqua Water Technologies
262-521-8368
James.a.moore@evoqua .com

This document is to confirm that Evoqua Water Technologies LLC is the OEM for Envirex, Rexnord, US Filter and Siemens equipment. WH Reilly is our sales Representative. Evoqua is the source supplier for the circular drives quoted on 2023-577387.

Sincerely,

James Moore
Senior Account Specialist



City Council Agenda Bill

Meeting Date: March 13, 2023 **Agenda Item:** 6.e.

Agenda Item Title: Contract Award: Purchase of WWTP Secondary Clarifier Drive Units #23-102-SEW-001

Staff Contact(s): Henry Hash, TIM HOHMANN

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 \$109,180.80 to Evoqua Water Technologies for the purchase of two secondary clarifier drive units for the Anacortes Wastewater Treatment Plant (WWTP).

Background:

1. **History:** The current secondary clarifier drive units are original from when the WWTP was built over 30 years ago and are approaching their end of life. The replacement labor will be done by a separate contracted contractor and performed on one clarifier at a time to keep the plant operational.
2. **Key Terms:**
 - o Contract is for a fixed price of \$109,180.80.
3. **Competitive Bidding:** City staff has proposed Resolution 3116 to waive competitive bidding requirements for this purchase due to a sole source of supply.

Budget Impact:

Vendor	Evoqua Water Technologies
Contract Amount	\$109,180.80
Earmarked Funds (BARS # budget)	\$210,000.00
BARS #	440.750.535.83.31
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-102-SEW-001 with Evoqua Water Technologies in the amount of \$109,180.80 for the purchase of two WWTP secondary clarifier drive units.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 23-102-SEW-001



CONTRACT 23-102-SEW-001
Between
THE CITY OF ANACORTES
AND
EVOQUA WATER TECHNOLOGIES

SECONDARY CLARIFIER DRIVE UNIT REPLACEMENT PROJECT:
DRIVE UNIT PURCHASE

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Evoqua Water Technologies, a private company at N19W23993 Ridgeview Pkwy, Suite 200, Waukesha, WI 53188 (herein after referred to as "Vendor").

1. **Scope of Work.** The Vendor shall furnish and deliver two secondary clarifier drive units to the Anacortes Wastewater Treatment Plant, 500 T Ave, Anacortes, WA 98221. Part number and description: W3T22412 DRIVE ASSY-H40ALT, CW,0.04RPM,EURO Reference #: 603-81657-80

2. **Price and Payment Terms.** The price per drive unit is \$49,500.00, freight is \$1,350.00, for a total Contract Price of **One Hundred Nine Thousand One Hundred Eighty Dollars and Eighty Cents (\$109,180.80)**, which includes \$8,830.80 in 8.8% sales tax.

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

4. **Delivery.** Advance coordination of the work shall be made with the City's Project Manager, Lenny Burkland (360) 299-1980. The Vendor shall:

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

5. **Job Safety & COVID-19 Safety Requirements Compliance.** The Vendor, and its sub-Vendors 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 the City of Anacortes Mayor's Office as it may relate to City of Anacortes projects.

6. **Acceptance.** Vendor acknowledges and agrees that these General Provisions are incorporated in, and are a part of, each purchase order or other Contract relating to the provision of goods and/or related services by Vendor. 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.

7. **Warranty.** Vendor warrants for one year after delivery of all items that all materials, equipment and services provided under this contract are subject to all warranties arising by operation of law and additionally conform to the specifications imposed by City; all parts and materials are of a good marketable quality, of latest model and current date, exclude surplus remanufactured and used products unless so specified by City and are fit for the known purpose for which they are sold. The Vendor shall repair or replace all defects in workmanship and material discovered within one year after delivery of all items, including any necessary labor and materials. The Vendor 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 Vendor, in which case the cost of corrections shall be paid by the Vendor. In the event the Vendor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Vendor. When corrections of defects are made, the Vendor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by City.. The Vendor 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 Vendor's work comply with the requirements of the Contract or any other legal rights or remedies of the City.

8. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Vendor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Vendor'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 include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Contract Title, Contract Number and Price, or Amended Price. The Vendor must allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Vendors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

The City shall notify the Vendor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Vendor 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 Vendor 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 Vendor 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 Vendor to terminate or damages, provided that the City promptly gives notice in writing to the Vendor 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 Vendor 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 Vendor 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 Vendor, (3) to set off any amount so paid or incurred from amounts due to become due the Vendor. In the event the Vendor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Vendor by reason of good faith withholding by the City under this clause.

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

12. **Defense and Indemnity.** The Vendor 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.

13. **Insurance Requirements**

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

B. **No Limitation:** The Vendor's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Vendor 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 Vendor shall obtain insurance Commercial General Liability insurance that shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

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

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

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

G. Verification of Coverage: The Vendor 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 Vendor **within 10 days of contract receipt** and before order will be placed.

H. Notice of Cancellation: The Vendor 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 Vendor 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 Vendor 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 Vendor from the City.

J. City Full Availability of Vendor Limits: If the Vendor 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 Vendor, irrespective of whether such limits maintained by the Vendor 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 Vendor.

14. 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 Vendor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Vendor 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 Vendor 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 Vendor 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 Vendor of their obligations or responsibilities under the Contract.

15. Standard Title VI / Non-Discrimination Assurances. During the performance of this contract, the Vendor, 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.

16. Assignment/Subcontract. Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of City. No such written approval shall relieve the Vendor of any obligations of this Contract, and any transferee or

subVendor shall be considered the agent of the Vendor. Vendor shall remain liable as between the original parties to this Contract as if no such assignment had occurred.

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

18. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Vendor with funds paid by the City pursuant to the terms of this Contract shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Vendor. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Vendor harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the documents and materials by the City or any person or entity that obtains the documents and materials from or through the City. Pursuant to RCW 42.56.70, all information and documents produced under this Contract may be subject to public disclosure.

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

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

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

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

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

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

23. **Covenant Against Contingent Fees.** The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide

employee working solely for the Vendor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

24. Disputes

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

B. Notice of Potential Claims: The Vendor 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 Vendor 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 Vendor 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. Vendor 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 Vendor 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 Vendor 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 Vendor arising out of this Contract, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Vendor to have oversight over the administration of this Contract. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute.

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

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

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

27. Compliance with Laws. The Vendor in the performance of this Contract shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation

of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Contract to assure quality of services.

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

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

30. **Notices.** 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
904th Street
PO Box 547
Anacortes, WA 98221

Vendor:

Evoqua Water Technologies
James Moore
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188

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

EVOQUA WATER TECHNOLOGIES

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

APPENDIX A

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



City Council Agenda Bill

Meeting Date: March 13, 2023 **Agenda Item:** 6.f.

Agenda Item Title: Amending the Qualifications for the Utility Discount Program

Staff Contact(s): STEVE HOGLUND

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Discussion
STEVE HOGLUND	

Item Summary: Discussion of the utility discount program, including the qualifying income threshold, program access, and fiscal considerations.

Budget Impact:

Previous Action: N/A

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. draft ordinance ub discount change 3.13.23
2. Utility Billing Discount Program

Ordinance No. __

**An Ordinance Amending AMC 13.44.020 and Adopting New Chapter 3.50
Regarding Utility Rate Discounts for Low-Income Households**

Whereas Article VIII, Section 7 of the Washington State Constitution provides an exception “for the necessary support of the poor and infirm” from the general rule that a city may not give any money to, or in aid of, any individual, association, company, or corporation;

Whereas AMC 13.44.020, adopted by [Ordinance 1947](#) in 1984, created a 20% utility bill discount for households that meet the 1984 federal poverty guidelines;

Whereas the federal poverty guidelines don’t take into account local economic circumstances;

Whereas HUD defines three income limits (Low, Very Low, and Extremely Low) for Area Median Income for the Mount Vernon-Anacortes Metropolitan Statistical Area on an annual basis;

Whereas the City and State use the HUD income limits in many contexts to identify households that qualify for public subsidy or support;

Whereas the cost of housing includes the cost of utilities;

Whereas the City Council has recognized that the cost of housing in Anacortes is unaffordable to many segments of our community;

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

Section 1. AMC 13.44.020 is repealed.

Section 2. AMC Chapter 3.50 is adopted to read as shown in Attachment A.

Section 3. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage and publication.

PASSED and APPROVED this __ day of _____, 2023.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Chapter 3.50 Utility Rate Discounts for Low-Income Households

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i We reviewed the following other jurisdictions' programs:

- [Bellingham: Reduced rates for low income senior and disabled citizens.](#) Applies to non-profits offering low-income housing and housing authorities, and seniors aged 62 or older with an income of 35,000 or less. Offers a sliding scale from 25-75% discount.
- [Chehalis: Rates for low-income senior citizen customers and low-income totally disabled customers.](#) Applies to low-income (HUD AMI) senior and totally disabled customers. Offers a 50% rate reduction off the fixed rate.
- [East Wenatchee: rates for senior citizens, low-income citizens, and disabled citizens.](#) Applies to senior or disabled qualifications for income threshold 2 in the state property tax exemption program.
- [Edmonds: Water, sewer and stormwater rate reductions for low income citizens.](#) Applies to residents with total disposable income less than income threshold 2 specified for the state property tax exemption program. Offers a 30% discount for those less than income threshold 2 and a 50% discount for those less than income threshold 1.
- [West Richland: low-income senior citizens and low-income permanently disabled citizens.](#) Applies to households earning at the HUD very low-income level and below.

3.50.010 Purpose

- A. This program provides necessary support for the poor and infirm as authorized by the Washington State Constitution, Article VIII, Section 7.
- B. The City recognizes that the cost of housing includes the cost of utilities.
- C. The City has created this program to lower the total cost of housing for those most in need in our community by reducing the cost of the utility bills over which the City has control.

3.50.020 Definitions

“Gross income” has the same definition as provided in 26 USC 61, as currently enacted or hereafter amended.

“HUD” means the United States Department of Housing and Urban Development.

“MFI” means the Median Family Income estimate provided by HUD for the Mount Vernon-Anacortes Metropolitan Statistical Area.

“Low Income” means 80% of MFI, adjusted for household size.

“Very Low Income” means 50% of MFI, adjusted for household size.

“Extremely Low Income” means 30% of MFI, adjusted for household size.

i Why use Median Family Income instead of the federal poverty guidelines? Utility costs are fundamentally a component of housing costs, and it's housing costs that are driving multi-faceted city, county, state, and national responses right now. As a result, much of our state and local policy framework is oriented around Area Median Income, and harmonizing our income tests around those figures facilitates program enrollment and eases administration.

3.50.030 Applicability

- A. This chapter applies to customer locations and services provided within the municipal boundaries of the City of Anacortes.
- B. The discount program established in this chapter applies to charges for the following city services:
 - 1. Fiber internet;
 - 2. Sanitary sewer;
 - 3. Solid waste (including recycling and organics service);
 - 4. Stormwater;
 - 5. Water.
- C. The discount program established in this chapter applies only to a customer bill issued after the date of customer's enrollment.
- D. This program applies to a mixed-use building only to the extent that the program applies to the individual utility accounts within the building. A mixed-use building where a single utility account covers more than one use qualifies based on the proportion of floor area attributable to a qualifying use.

3.50.040 Program Established

- A. There is hereby established a utility bill discount program to provide necessary support for the poor and infirm.
- B. The Finance Director is responsible for administration of this program.
- C. The Finance Director must maintain a webpage for the program.

- D. City utility bills for residential customers must include a statement advertising the existence of this program, including a link to the program webpage.

3.50.050 Qualifying Accounts

The following utility bill accounts qualify for the discount program created by this chapter:

- A. A household with a gross income at or below the HUD Extremely Low Income, Very Low Income, or Low Income levels, subject to application under AMC 3.50.060.A.

- i** HUD defines three income categories (Low, Very Low, and Extremely Low) for Area Median Income for the Mount Vernon-Anacortes Metropolitan Statistical Area on an annual basis. Income limits are adjusted by household size.
- i** HUD AMI data is available at <https://www.huduser.gov/portal/datasets/il.html>. For 2022, the HUD income limits are as follows:

FY 2022 Income Limit Area	Median Family Income Click for More Detail	FY 2022 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Mount Vernon- Anacortes, WA MSA	\$86,100	Very Low (50%) Income Limits (\$) Click for More Detail	30,150	34,450	38,750	43,050	46,500	49,950	53,400	56,850
		Extremely Low Income Limits (\$)* Click for More Detail	18,100	20,700	23,300	27,750	32,470	37,190	41,910	46,630
		Low (80%) Income Limits (\$) Click for More Detail	48,250	55,150	62,050	68,900	74,450	79,950	85,450	90,950

- B. A multi-family building owned by a tax-exempt non-profit organization or housing authority that is providing housing to people making less than 80% AMI;

- i** The Anacortes Housing Authority and the Anacortes Family Center would qualify under this provision. They currently pay the full multi-family utility rate, which is between the residential and commercial rates.

- C. A property that is receiving the general facility waiver for low-income housing under AMC 13.44.010 or the impact fee waiver for low-income housing under AMC 3.93.060;

- i** A building that qualifies for the GFC and impact fee waiver is available only to those providing housing at a cost of 30% of 80% AMI.

- D. A property enrolled in the property tax exemption for senior citizens and people with disabilities under RCW Chapter 84.36.

- i** The senior and disabled tax exemption program is created by state law and administered by the County Assessor. Both Mount Vernon and Burlington offer discounts on solid waste rates for those enrolled in the senior and disabled tax exemption program.
- i** To be eligible, people must be 61 or older, or a veteran with an 80% service-connected evaluation or compensated at 100% rate due to a service-connected disability, or the surviving spouse of a person with this exemption and at least 57 years old when the spouse died AND own and occupy their primary residence for which they are claiming the exemption AND have combined disposable annual income of \$42,390 or less.
- i** As of 12/16/22, there are 337 households in Anacortes enrolled in the program. [Application form](#). Income thresholds can be found at dor.wa.gov/incomethreshold and are occasionally adjusted.
- i** [Property tax exemptions and deferrals | Washington Department of Revenue](#)
- i** [Property Tax Exemption for Senior Citizens and People with Disabilities \(skagitcounty.net\)](http://skagitcounty.net)

3.50.060 Enrollment

A. Household enrollment.

1. An application for enrollment in the program established in this chapter under AMC 3.50.050(A) must be filed with the City Finance Director on forms provided by the Finance Department.
2. An application must include all of the following:
 - a. the address or utility account number for which the applicant is claiming the discount;
 - b. a statement of the applicant's household's total gross income (including any spouse or co-tenants residing on the property) for the most recent calendar year;
 - c. a statement of the total number of persons residing in the household;
 - d. proof of eligibility in the form of the most-recent filed IRS tax return or an IRS Wage and Income transcript for the applicant and all other household members;

- An IRS Wage and Income Transcript can be requested online and shows data from returns IRS receives such as Forms W-2, 1098, 1099, and 5498. Here's what's visible on tax transcripts:

- Last four digits of any SSN: XXX-XX-1234
- Last four digits of any EIN: XX-XXX4321
- Last four digits of any account or telephone number
- First four characters of the first and last name for any individual (first three characters if the name has only four letters)
- First four characters of any name on the business name line (first three characters if the name has only four letters)
- First six characters of the street address, including spaces

- e. the signature of the applicant attesting under penalty of perjury that the information reflected on the application form is correct and complete.
3. An applicant's enrollment under this subsection applies to utility bills issued after the date of enrollment and expires on May 31 of the following year.

- i** HUD Income limits are released April 1 of each year and become effective after tax day.
- i** The May 31 also expiration date ensures that households are covered through the winter.

- B. Property enrollment. The Finance Director must enroll or unenroll utility accounts under AMC 3.50.050(B) or AMC 3.50.050(C) at the time a qualifying property is qualified or disqualified under that subsection.
- C. Property-tax-exempt property enrollment. On May 31 of each year, the Finance Director must enroll or disenroll utility accounts based on the current list of parcels enrolled in the state low-income senior and disabled property tax exemption program, as provided by the County Assessor.
- D. Unenrollment. The Finance Director must remove a utility account from the discount program upon an event that changes the account's qualifying status, e.g., the sale of a home or change in tenancy.

3.50.070 Amount of Discount

- A. The discount amounts for the various forms of eligibility are shown in Table 3.50.070-1.
- B. If a utility account qualifies for more than one discount, the highest level of discount applies.

Table 3.50.070-1 Discount Levels

Citation	Qualification	Discount
3.50.050(A)	HUD Very Low Income (50% MFI) and Extremely Low Income (30% MFI)	30%

3.50.050(B) or (C)	Tax-exempt non-profit organization providing housing at 80% or less AMI or property receiving benefit of the GFC waiver program	30%
3.50.050(D)	Property enrolled in the County's property tax exemption program	30%

3.50.080 Penalties

- A. Any person who makes any false or misleading statement in any application under this chapter with intent to secure the reduction authorized in this chapter is guilty of a misdemeanor.
- B. In the event of such misrepresentation, the total amount of discount wrongfully obtained through such misrepresentation may be assessed against the person to the fullest extent allowed by law.

Utility Billing Discount Program

Current Program:

- Established in May of 1984 by Ordinance 1947, providing a 20% discount to water, sewer, storm sewer, and sanitation and fiber charges.
- Income from all sources not to exceed 150% of Federal poverty rate.
 - For 2022 that amount was \$41,625 for a family of 4

2022 Poverty Guidelines: 48 Contiguous States (all states except Alaska and Hawaii)									
Household/ Family Size	<u>Per Year</u>								
	25%	50%	75%	100%	125%	133%	135%	138%	150%
1	\$3,398	\$6,795	\$10,193	\$13,590	\$16,988	\$18,075	\$18,347	\$18,754	\$20,385
2	\$4,578	\$9,155	\$13,733	\$18,310	\$22,888	\$24,352	\$24,719	\$25,268	\$27,465
3	\$5,758	\$11,515	\$17,273	\$23,030	\$28,788	\$30,630	\$31,091	\$31,781	\$34,545
4	\$6,938	\$13,875	\$20,813	\$27,750	\$34,688	\$36,908	\$37,463	\$38,295	\$41,625

Utility Billing Discount Program

Current Program:

- Customers can apply to at any time.
- Program runs through May 31, annual re-application is required.
- Existing discount customers are notified for reapplication.
- As of March 2023 billing 55 customer were on the UB discount program.
 - Average discount (based on 600 CF of water consumption) is about \$29.30 per month

Utility Billing Discount Program

Current Program:

600 CF water consumption, 21 gallon refuse, no organics, no fiber.						
Utility	Base Rate	Cons.	Total	Current 20% Discount	55 Customers Monthly Impact	55 Customers Annual Impact
Water	24.93	16.61	41.54	8.31	456.98	5483.81
Storm	14.65		14.65	2.93	161.15	1933.80
Sewer	44.65	21.14	65.79	13.16	723.67	8684.02
Recycle	13.62		13.62	2.72	149.82	1797.84
Refuse	10.91		10.91	2.18	120.01	1440.12
	108.76	37.75	146.51	29.30	1,611.63	19,339.58

Current fiscal impact of the UB discount program to the utilities is not material

Utility Billing Discount Program

Proposed Program:

- For income guidelines use HUD Household Average Median Family Income (HAMFI) as published by HUD (below is 2022 income guidelines):

FY 2022 Income Limit Area	Median Family Income Click for More Detail	FY 2022 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
		Very Low (50%) Income Limits (\$) Click for More Detail	30,150	34,450	38,750	43,050	46,500	49,950	53,400	56,850

Utility Billing Discount Program

Comparative household data:

Utility billing system accounts vs. HUD household statistics:

HAMFI - Household Average Median Family Income				Multifamily		
Summary Level: City				182 accounts with 1089 units		
Data for: Anacortes city; Washington						
Year Selected: 2015-2019	Households by HAMFI			Utility Billing Accounts		
Income Distribution Overview	Owner	Renter	Total	Total	Residential	Multi Family
Household Income <= 30% HAMFI	280	415	695			
Household Income >30% to <=50% HAMFI	295	380	675			
Household Income >50% to <=80% HAMFI	660	515	1,175			
Household Income >80% to <=100% HAMFI	485	270	755			
Household Income >100% HAMFI	3,160	930	4,090			
Total	4,880	2,510	7,390	7544	7362	182
	Difference:		154			

The difference of 154 households is not materially different than what is in the City's UB system. The HUD data is 3 years old, so we expect to see more City accounts.

Utility Billing Discount Program

Income guidelines:

- Comparing the current 150% of Federal poverty threshold, versus the HUD very low income (50% of HAMFI) guidelines, households of 1-3 persons would qualify easier under the HUD HAMFI:

HUD HAMFI thresholds:

FY 2022 Income Limit Category	Persons in Family					
	1	2	3	4	5	6
Very Low (50%) Income Limits (\$)	30,150	34,450	38,750	43,050	46,500	49,950
Click for More Detail						

Federal poverty thresholds:

Household/ Family Size	150%
1	\$20,385
2	\$27,465
3	\$34,545
4	\$41,625
5	\$48,705
6	\$55,785
7	\$62,865
8	\$69,945
9	\$77,025
10	\$84,105

Utility Billing Discount Program

Proposed changes

- Its impossible to anticipate how many households will apply and qualify, but if every eligible account per the HUD data were included:

Assumes a utility bill with 600 CF of water consumption, a 21 gallon refuse container, and no organics or fiber.

Household		Amount		
<u>Income</u>	<u># of Households:</u>	<u>of Discount</u>		
\$ 27,750	695	<30%	30%	Extremely low income
\$ 43,050	675	30 - 50%	30%	Very low income
	1,370			
	7362	Total Residential Accounts		
	18.6%	% of accounts eligible		
		30%	Revenue Discount	
Utility Bill	Monthly	Discount	Monthly	Annual
Water	41.54	12.46	17,075	204,895
Storm	14.65	4.395	6,021	72,254
Sewer	65.79	19.74	27,039	324,466
Recycle	13.62	4.086	5,598	67,174
Refuse	10.91	3.273	4,484	53,808
	146.51	43.95	60,216	722,597

Utility Billing Discount Program

Proposed changes

Potential impact to operating budgets:

			2023 Rev Budge	Discount Amt	% of Budget
Water Retail Segment Rev:			7,102,058	204,895	2.9%
Storm Operating Revenue:			2,066,408	72,254	3.5%
Sewer Operating Revenue:			8,483,812	324,466	3.8%
Solid Waste Recycle Rev:			1,202,795	67,174	5.6%
Solid Waste Operating Rev:			3,414,794	53,808	1.6%

Utility Billing Discount Program

- The Utilities may be able to absorb the discounted amounts.
- 3-5% variation would not be considered an unusual variation.
- If the utility ran 3-5% under revenue budget for an extended period of time we would likely have to evaluate utility charges.

If the discounted fees had to be made up by the remaining accounts it would equate to \$10.05 per month to make that full amount up:

Average utility bill, by utility, based on 600 Cubic Feet of Water consumption, no organics, and a 21 gallon refuse container.

		Makeup
Utility Bill	Monthly	Amount
Water	41.54	2.85
Storm	14.65	1.00
Sewer	65.79	4.51
Recycle	13.62	0.93
Refuse	10.91	0.75
	146.51	10.05
% difference:		6.9%