

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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

June 5, 2023
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Executive Session**
 - a. Potential Litigation or Litigation per RCW 42.30.110(1)(i) (15 minutes) (Discussion)
4. **Announcements and Committee Reports**
 - a. Housing Affordability and Community Services Committee (Report)
 - b. Public Works Committee (Report)
 - c. Personnel Committee (Report)
5. **Public Comment**
 - a. Written Public Comment - Kevin Ewing -
6. **Consent Agenda**
 - a. Minutes of May 16, 2023 (Action)
 - b. Minutes of May 22, 2023 (Action)
 - c. Approval of claims in the amount of \$637,636.64 (Action)
 - d. Street Fair Application: Free Movie Night on Kingsway (Action)
 - e. Street Fair Application: Anacortes Arts Festival (Action)
7. **Other Business**
 - a. Western Washington University Student Presentation: Recommended Comprehensive Plan Draft Amendments (Presentation)
 - b. Alternative Response Team (Presentation)
 - c. Contract Award: 2023 Asphalt Prelevel Chip Seal Preparation Project #23-140-TRN-002 (Discussion/Action)

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

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

- d. Settlement Agreement: Growth Management Hearings Board Case No. 22-2-0004
(Action)

8. **Adjournment**

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

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.

From: [Kevin Ewing](#)
To: [CityClerk](#); [City Council](#)
Subject: Second Notification for Upcoming Council Meeting for Public Comment
Date: Wednesday, May 31, 2023 8:49:21 AM
Attachments: [ANACORTES NOTIFICATION 4-27-23.pdf](#)

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

Kevin Ewing here I'm requesting that the attached documents Second Notification be added to the upcoming Council Meeting for Public Comment.

Skagit Resident

Please reply "Added" to confirm that attachment is on the upcoming agenda.

For any questions or concerns contact this email or call (360) 661-2484

Thank you, Kevin Ewing

**NOTICE OF MISAPPROPRIATION AND FALSIFICATION OF
ACCOUNTS BY PUBLIC OFFICERS**

27 April, 2023

City of Anacortes
Attn: City Council Members
P.O. Box 547
Anacortes, WA 98221

Re. **NOTIFICATION OF LOSS OF PUBLIC FUNDS PER RCW 43.09.185**
 NOTIFICATION OF FELONY PER 18 U.S.C. 4

Council Members (Jointly and Severely),

You are being contacted in accordance with 18 U.S. Code § 4 - Misprision of felony, and requested as a Civil Authority, to use your powers to confront felony acts occurring in Skagit County Washington.

Concerned residents of Skagit County have identified that the employees in the Office of Skagit County Prosecuting Attorney Richard Weyrich, have shown a pattern and practice of Misuse of Public Funds, Falsifying they are Public Officials, and a general refusal to adhere to the U.S. Constitution and State Law.

Unfortunately, once again you are being contacted to notify you of the Misappropriation of Public funds and significant violations of law as described below.

1. Attached you will find summary copies of signed contracts from 2021 – 2023 between Skagit County and Local Agencies throughout Skagit County including; Town of Concrete, Town of La Conner, City of Anacortes, City of Burlington, City of Sedro Woolley, and City of Mount Vernon.
2. Upon review of the signature sheet for the attached contracts that approved public funds, you will find a Deputy Prosecuting Attorney has been identified as approving the agreement and signed by either Erik Pedersen or Melinda Miller.
3. In accordance with **RCW 36.27.040 Appointment of deputies**
 Each appointment shall be in writing, signed by the prosecuting attorney, and filed in the county auditor's office. Each deputy thus appointed shall have the same qualifications required of the prosecuting attorney.....
4. Following an exhaustive search with both the office of Skagit County Auditor and Skagit County Recorder, I am disappointed to inform you that of neither Erik Pedersen nor Melinda Miller where legally appointed and approved the attached contracts, and others, for the last several years as required by law requiring me to notify you the two have been masquerading as public officials, falsifying approval of public funds, and violating numerous other laws as found attached.
5. Furthermore, according to the office of Skagit County Auditor, for the same timeframe, neither Erik Pedersen nor Melinda Miller have a valid oath to the U.S. Constitution or laws of the State of Washington as a Deputy Prosecuting Attorney on file as is also required by law.

On behalf of all Skagit County residents who do not approve of this misuse of our tax funds, I request you use your Civil Authority as a Local Official to confront the violations being reported to you.

The below Skagit County residents request this letter and all attached documents be provided as public comment at the upcoming Council meeting.

Attachments: (Illegally Signed Contracts - 12 Total), (RCW's 36.27.040, 42.20.070, 43.09.185, 9A.60.040)

Cody Hart, Derrill Fussell, Kevin Ewing, Timothy Garrison, Steven Rindal, Kathy LaFreniere

COA #23-001-MCT-001

SKAGIT COUNTY
Contract # C20220394
Page 1 of 5

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF ANACORTES

THIS AGREEMENT is made and entered into by and between the City of Anacortes ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The purpose of this interlocal agreement is to formalize the relationship of the City and the County regarding the provision of probation services to the City. Skagit County has a Probation Department capable of serving both the Skagit County District Court and, with some use restrictions, the cities within Skagit County. The Skagit County District Court Probation Department has provided probation services to the City in past years based on its' participation in the consolidated district/municipal court judicial services plan. It is in the best interest of Skagit County and the City to formalize this relationship in an agreement detailing the extent and costs of probation services.

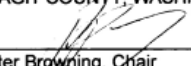
2. **RESPONSIBILITIES:** The County shall provide the following probation services for the City in consideration of time and effort as follows:

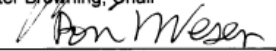
Active/full probation services, pre-trial monitoring, monitoring of treatment and community-based support group attendance, deferred prosecution requirements, pre/post-sentence investigations, assistance with connecting clients with support and community-based programming and collection of restitution and/or monitoring of prohibitions.

Interlocal Agreement
Page 1 of 5

DATED this 3 day of October, 2022.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON


Peter Browning, Chair

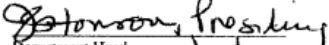

Ron Wesen, Commissioner


Lisa Janicki, Commissioner

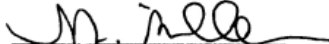
Attest:


Clerk of the Board

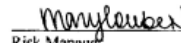
Recommended:


Department Head *Judge*

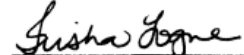
Approved as to form:


Civil Deputy Prosecuting Attorney

Approved as to indemnification:


Risk Manager

Approved as to budget:


Budget & Finance Director

Interlocal Agreement
Page 5 of 5

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY SHERIFF'S OFFICE
AND THE CITIES OF
ANACORTES, BURLINGTON, AND MOUNT VERNON

SKAGIT COUNTY
Contract # C20210678
Page 1 of 33

THIS INTERLOCAL AGREEMENT is made and entered into, by and between, Skagit County Sheriff's Office, herein after referred to as the "County," and the City of Anacortes, the City of Burlington, and the City of Mount Vernon, herein after referred to as "Cities",

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; and

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** This agreement sets forth the responsibilities and obligations of the Cities and the County related to the purchases of Less Lethal Tools under a WA State Dept of Commerce grant (EXHIBITS 1, 2 and 3).
2. **ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provisions of this agreement.
3. **Purchase or acquisition of goods listed in Exhibit 2 by each party acting as agent for either or both parties when agreed to in advance, in writing.**
4. **The County shall reimburse the City for the work performed under the terms of MANNER OF FINANCING described below.**
 - A. **TERM OF AGREEMENT:** The term of this Agreement shall be from the date of signature by all parties through **June 30, 2022** unless terminated sooner as provided herein.
 - B. **MANNER OF FINANCING:** The City shall submit invoices for reimbursement to the County documenting all actual direct costs for Less Lethal Tools incurred by the Cities. Invoices must be submitted no more frequently than monthly but at least quarterly in order to receive reimbursement.
 - C. **Requests for reimbursement of purchases must include a copy of the vendor's invoice.**

DATED this 27th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Lisa Janicki
Lisa Janicki, Chair

Peter Browning, Commissioner

Ron Wesen, Commissioner

Attest:

Kari Williams
Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

Don M. Smith
Department Head

County Administrator

Approved as to form:

Erik Pedersen
Civil Deputy Prosecuting Attorney
Erik Pedersen, Reviewed 12/22/2021

Approved as to indemnification:

Bonnie Beddall
Risk Manager

Approved as to budget:

Lisha Yegor
Budget & Finance Director

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN
SKAGIT COUNTY
AND
CITY OF BURLINGTON

SKAGIT COUNTY
Contract # C20220541
Page 1 of 8

THIS AGREEMENT is made and entered into by and between the CITY OF BURLINGTON ("City") and SKAGIT COUNTY, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The purpose of this interlocal agreement is to formalize the relationship of the City and the County regarding the provision of probation services to the City. Skagit County has a Probation Department capable of serving both the Skagit County District Court and, with some use restrictions, the cities within Skagit County. The Skagit County District Court Probation Department has provided probation services to the City in past years based on its' participation in the consolidated district/municipal court judicial services plan. It is in the best interest of Skagit County and the City to formalize this relationship in an agreement detailing the extent and costs of probation services.

2. **RESPONSIBILITIES:** The County shall provide the following probation services for the City in consideration of time and effort as follows:

Active/full probation services, pre-trial monitoring, monitoring of treatment and community-based support group attendance, deferred prosecution requirements, pre/post-sentence investigations, assistance with connecting clients with support and community-based programming and collection of restitution and/or monitoring of prohibitions.

DATED this 12 day of December, 2022.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Peter Browning
Peter Browning, Chair

Ron Wesen
Ron Wesen, Commissioner

Lisa Janicki
Lisa Janicki, Commissioner

Attest:

Kate Williams
Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Robertson Judge
Department Head

Approved as to form:

M. Mello
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Maryleuben
Risk Manager

Approved as to budget:

Trisha Gagne
Budget & Finance Director

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY AND CITY OF BURLINGTON
FOR BURLINGTON DOWNTOWN UPGRADES**

THIS INTERLOCAL AGREEMENT is entered into this 22 day of August, 2022 between Skagit County, Washington (the "County") and City of Burlington, a Washington Municipal Corporation (the "Recipient") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT, and in consideration of the mutual benefits do hereby agree as follows:

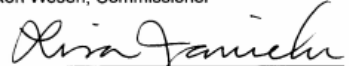
1. Purpose: The purpose of the contract is to distribute economic development funds pursuant to RCW 82.14.370.
2. Scope of Work: Recipient will use the funds distributed under this agreement pursuant to the intent and purpose of RCW 82.14.370. Further, Recipient is to use such funds for the Public Facility Project described in Recipient's Economic Development Application submitted to the County, which is attached to this document as Exhibit "A".
3. Payment: County will compensate Recipient a maximum of \$300,000, chargeable to GL expenditure code # 342 58502324109. Recipient shall submit an invoice describing the use of funds to be distributed by the County and the County upon receipt of appropriate documentation shall distribute a portion of the awarded funding as determined by the County Contract Representative described in Paragraph 6.1 of this Contract. However, such payments shall not occur more often than monthly, through the County voucher system. The County Contract Representative has the sole discretion of determining what appropriate documentation is required in order for Recipient to receive a distribution of funds under this Agreement.
4. Recipient agrees that in the event the county or other state or federal agency finds that the funds distributed pursuant to this agreement violate any state or federal laws including but not limited to the primary purpose for which funds pursuant to this agreement are being given, Recipient agrees to return the funds provided by County under this agreement to County including any penalties and interest, and agrees to hold County harmless and indemnify County for distributing such funds contrary to state or federal law. Further, in the event that funds provided to Recipient under this agreement are used for a purpose other than what was originally described in its application of funds, then Recipient agrees to return such funds to the County upon demand.
5. The parties agree that Recipient is an independent contractor and not an employee, or agent of Skagit County. Recipient hereby agrees not to make any representations to any third party or to allow such third party to remain under the misimpression that Recipient is an employee, independent contractor, or agent of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement. Recipient will defend, indemnify and hold harmless the

DATED this 22 day of August, 2022.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**


Peter Browning, Chair

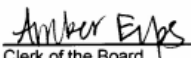

Ron Wesen, Commissioner


Lisa Janicki, Commissioner

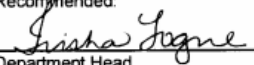
For contracts under \$5,000:
Authorization per Resolution R20030146

County Administrator

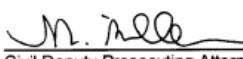
Attest:


Clerk of the Board

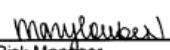
Recommended:


Department Head

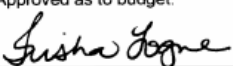
Approved as to form:


Civil Deputy Prosecuting Attorney

Approved as to indemnification:


Risk Manager

Approved as to budget:


Budget & Finance Director

INTERLOCAL AGREEMENT BETWEEN
SKAGIT COUNTY AND THE TOWN OF CONCRETE
RELATING TO LAW ENFORCEMENT SERVICES
(FOR THE YEARS 2023, 2024 & 2025)

SKAGIT COUNTY
Contract # C20220505
Page 1 of 33

THIS AGREEMENT, entered into the 21 day of November, 2022 by the County of Skagit, a political subdivision of the state of Washington, (hereinafter referred to as the "COUNTY") and the Town of Concrete, a fourth class municipal corporation of the state of Washington, (hereinafter referred to as the "TOWN");

WITNESS THAT:

WHEREAS, TOWN is entirely within COUNTY; and

WHEREAS, the TOWN possesses the power, legal authority and responsibility to provide law enforcement services to the citizens within its boundaries; and

WHEREAS, the COUNTY, through the Skagit County SHERIFF'S Office (hereinafter referred to as the "SHERIFF") provides law enforcement services to the citizens of Skagit County; and

WHEREAS, the COUNTY has the power and legal authority to extend those law enforcement services into the TOWN; and

WHEREAS, Chapter 39.34 RCW authorizes two or more public entities to contract to perform functions which each may individually perform; and

WHEREAS, the TOWN desires to enter into an agreement with the COUNTY whereby the COUNTY, through the SHERIFF, will provide quality law enforcement services to the TOWN and its citizens; and

WHEREAS, the COUNTY agrees to render such law enforcement services through the SHERIFF'S Office subject to the terms hereof; and

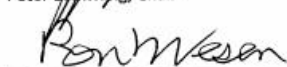
WHEREAS, the COUNTY and the TOWN have considered the anticipated costs of services and the anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding, and state-authorized sales tax funding levied for criminal justice purposes pursuant to RCW 39.34.180;

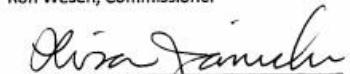
NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

DATED this 21 day of November, 2022.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON


Peter Bowman, Chair

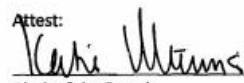

Ron Wesen, Commissioner


Lisa Janicki, Commissioner

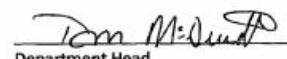
For contracts under \$5,000:
Authorization per Resolution R20030146

County Administrator

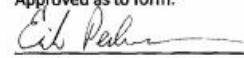
Attest:


Clerk of the Board

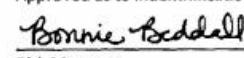
Recommended:


Department Head

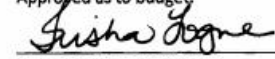
Approved as to form:


Civil Deputy Prosecuting Attorney
Erik Pedersen, Reviewed 11/15/2022

Approved as to indemnification:


Risk Manager

Approved as to budget:


Budget & Finance Director

**AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT
FOR A COUNTYWIDE PUBLIC SAFETY
COMMUNICATIONS CENTER**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR A COUNTYWIDE PUBLIC SAFETY COMMUNICATIONS CENTER (this "Agreement") is entered into as of the 18 day of July, 2022 by and between the participating municipal entities that are signatory hereto and this Agreement shall be effective as stated in Section 32 below.

RECITALS

WHEREAS, state law has granted to participating entities authority to enter into this Agreement including but not limited to Chapter 39.34, RCW (Interlocal Cooperation Act), which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other agencies on a basis of mutual advantage and thereby to provide services and facilities in a more efficient and effective manner; and

WHEREAS, Skagit County, the Cities of Anacortes, Burlington, Mount Vernon, and Sedro-Woolley, the Towns of Concrete, Hamilton, La Conner and Lyman (collectively, "Members") entered into an Interlocal Cooperation Agreement for a Countywide Public Safety Communications Center effective December 19, 2016 ("2016 Agreement") for the purpose of strengthening the governance and corporate structure of Skagit 911; and

WHEREAS, the Members, by executing this Agreement, desire to amend the 2016 Agreement to enable Skagit 911 to receive additional sales and use tax funds to help defray the operational costs of Skagit 911 and all other purposes as authorized by law if such additional sales and use tax funds are approved by the voters of the County; and

WHEREAS, this Agreement is authorized by state law including but not limited to the Interlocal Cooperation Act and Nonprofit Corporations Act set forth in Chapters 39.34 and 24.06, respectively of the Revised Code of Washington.

AGREEMENT

NOW, THEREFORE, upon ratification of this Agreement by the minimum number of required parties, pursuant to state law including RCW 39.34.030 and RCW 24.06 parties to this Agreement agree as follows:

31. **Further Acts:** The parties agree to take such further actions and to execute documents as in their reasonable judgment may be necessary or desirable in order to carry out the terms of, and complete the transactions contemplated by, this Agreement.

32. **Adoption & Effective Date:** The effective date of this Agreement shall be upon the ratification of this Agreement by a duly-authorized representative of each Member ("Ratification"). However, all future amendments shall be effective as described in Section 14. This Agreement shall be binding upon the Members who have executed this Agreement and that upon Ratification, all prior conflicting agreements and bylaws between the parties shall be deemed terminated and replaced herewith. Thereafter, no city or town shall be a member of SKAGIT 911 until its governing body shall have approved this Agreement.

DATE: July 18, 2022

BOARD OF COMMISSIONERS, SKAGIT COUNTY, WASHINGTON

ATTEST:

Linda Hammer
CLERK OF THE BOARD

Lisa Janicki
LISA JANICKI, COMMISSIONER

APPROVED AS TO FORM ONLY:

M. Allen
DEPUTY PROSECUTING ATTORNEY

Ron Wesen
RON WESEN, COMMISSIONER

REVIEWED:

Maryleuben
RISK MANAGER

ABSENT

Peter Browning
PETER BROWNING, COMMISSIONER

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

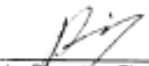
Skagit County
AND
The Town of La Conner

THIS AGREEMENT is made and entered into by and between The Town of La Conner ("Town") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

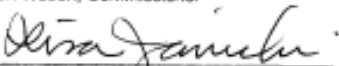
1. **PURPOSE:** The County desires to provide funding to the Town to operate a Senior Services Program. For the purpose of this Agreement, a senior will be defined as any person 55 years of age or older.
2. **RESPONSIBILITIES:** It is agreed between the parties during the effective term of this Agreement, the County will provide funding for staffing and program supplies for the Town including senior service programs where older adults can conveniently access services and activities which support their independence, enhance their dignity, and encourage their involvement in and with their community. Programs may include discussion groups, educational classes, support groups, writing classes, yoga classes etc.
3. **TERM OF AGREEMENT:** The term of this Agreement shall be from January 1, 2023 through December 31, 2023.
4. **MANNER OF FINANCING:** The County shall reimburse the Town a sum not to exceed **six thousand, nine hundred and sixty-six dollars (\$6,966.00)** for services, using the established GL Code 118-various, and any other GL code(s) necessary. Services including:
 1. Salaries and benefits for staff; and
 2. Office and program supplies incurred through the delivery of services in this agreement.
5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - 5.1 The County's representative shall be the Senior Program Manager.
 - 5.2 Town's representative shall be Maria DeGoede.
6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

DATED this 12 day of December, 2022.

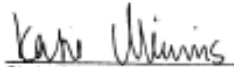
BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON


Peter Browning, Chair


Ron Wesen, Commissioner


Lisa Janicki, Commissioner

Attest:


Karin Winnings
Clerk of the Board

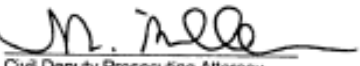
For contracts under \$5,000:
Authorization per Resolution R20030146

County Administrator

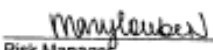
Recommended:

Sarah Himm
Department Head

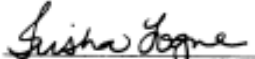
Approved as to form:


M. Mello
Civil Deputy Prosecuting Attorney

Approved as to indemnification:


Mary Leuber
Risk Manager

Approved as to budget:


Krista Logne
Budget & Finance Director

**INTERLOCAL AGREEMENT BETWEEN SKAGIT COUNTY AND THE
TOWN OF LA CONNER RELATING TO LAW ENFORCEMENT SERVICES
(FOR THE YEARS 2022 - 2026)**

THIS AGREEMENT, entered into the date signed by the last party and effective January 1, 2022, by the County of Skagit, a political subdivision of the state of Washington, (hereinafter referred to as the "COUNTY") and the Town of La Conner, a fourth class municipal corporation of the state of Washington, (hereinafter referred to as the "TOWN");

WITNESS THAT:

WHEREAS, TOWN is entirely within COUNTY; and

WHEREAS, TOWN possesses the legal authority to provide law enforcement services to the citizens within its boundaries; and

WHEREAS, COUNTY, through the Skagit County SHERIFF'S Office (hereinafter referred to as the "SHERIFF") provides law enforcement services to the citizens of Skagit County; and

WHEREAS, COUNTY has the power and legal authority to extend those law enforcement services into the TOWN; and

WHEREAS, Chapter 39.34 RCW authorizes two or more public entities to contract to perform functions which each may individually perform; and

WHEREAS, TOWN and COUNTY have previously had a contract and the TOWN desires to enter into an amended agreement with COUNTY whereby COUNTY, through the SHERIFF, will provide quality law enforcement services to TOWN and its citizens; and

WHEREAS, COUNTY agrees to render such law enforcement services through the SHERIFF subject to the terms hereof; and

WHEREAS, COUNTY and TOWN have considered the anticipated costs of services and the anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding, and state-authorized sales tax funding levied for criminal justice purposes pursuant to RCW 39.34.180;

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

DATED this 27th day of December, 2021.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Lisa Janicki
Lisa Janicki, Chair

Peter Browning
Peter Browning, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Attest:

Kari Williams
Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

Don McDermott
Don McDermott
Department Head

County Administrator

Approved as to form:

Eric Pahn
Civil Deputy Prosecuting Attorney
Reviewed, December 17, 2021

Approved as to indemnification:

Bonnie Boddall
Risk Manager

Approved as to budget:

Lisha Yegor
Budget & Finance Director

DATED this 24 day of October, 2022.

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF MOUNT VERNON

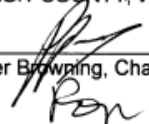
THIS AGREEMENT is made and entered into by and between the City of Mount Vernon ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

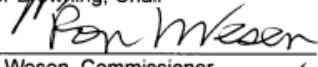
1. **PURPOSE:** The purpose of this interlocal agreement is to formalize the relationship of the City and the County regarding the provision of District Court Community Court services to the City. Skagit County has a Community Court Program capable of serving both the Skagit County District Court and, with some use restrictions, the cities within Skagit County. The Skagit County District Court Community Court Program has provided Community Court services to the City since January 1, 2021, in a pilot program role. It is in the best interest of Skagit County and the City to formalize this relationship in an agreement detailing the extent and costs of Community Court services.

2. **RESPONSIBILITIES:** The County shall provide the following Community Court services for the City in consideration of time and effort as follows:

Active/full Community Court services, monitoring of community court, court ordered programming, community-based support group compliance, and assistance with connecting clients with support and community-based alternatives.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON


Peter Browning, Chair


Ron Wesen, Commissioner

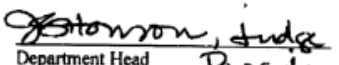

Lisa Janicki, Commissioner

Attest:

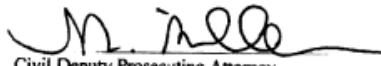

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

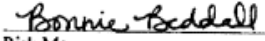
Recommended:


Department Head *Presiding*

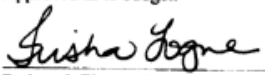
Approved as to form:


Civil Deputy Prosecuting Attorney

Approved as to indemnification:


Risk Manager

Approved as to budget:


Budget & Finance Director

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY
AND
CITY OF MOUNT VERNON

THIS AGREEMENT is made and entered into by and between City of Mount Vernon ("Agency") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE:

This agreement shall establish a Management Control Agreement as required by the Criminal Justice Security Information Services (CJIS) Security Policy. The Skagit County Information Services Department is a Non-Criminal Justice Agency (NCJA) designated to perform criminal justice functions on behalf of the City of Mount Vernon.

Per Section 5.1 of the CJIS Security Policy the NCJA shall sign and execute a management control agreement which stipulates management control of the criminal justice function remains solely with the City of Mount Vernon Police Department.

2. CRIMINAL JUSTICE INFORMATION SYSTEM MANAGEMENT CONTROL AGREEMENT

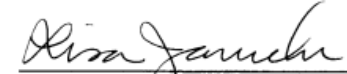
Pursuant to the CJIS Security Policy, it is agreed that with respect to administration of that portion of computer systems and network infrastructure interfacing directly or indirectly with A Central Computerized Enforcement Service System (ACCESS) for the interstate exchange of criminal history/criminal justice information, the City of Mount Vernon Police Department shall have the authority, via managed control, to set and enforce:

1. Priorities
2. Standards for the selection, supervision, and elimination of access to personnel who may be tasked with working on or interfacing with any of the telecommunication systems or criminal justice systems/computers enumerated in paragraph three below.
3. Policy governing operation of justice systems, computers, access devices, circuits, hubs, routers, firewalls, and any other components, including encryption, that comprise and support a telecommunications network and related criminal justice systems to include but not limited to criminal history record/criminal justice information, insofar as the equipment is used to process or transmit criminal justice systems information guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.
4. Restriction of unauthorized personnel from access or use of equipment accessing the State network.
5. Compliance with all rules and regulations of the criminal justice agency policies and CJIS Security Policy in the operation of all information received.

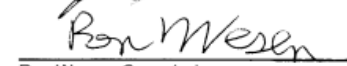
Responsibility for management control of the criminal justice function remains solely with the City of Mount Vernon Police Department as required by the CJIS Security Policy.

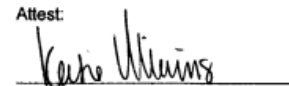
DATED this 1st day of November, 2021.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

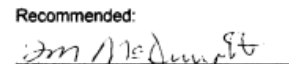

Lisa Janicki, Chair


Peter Browning, Commissioner


Ron Wesen, Commissioner

Attest:

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

Skagit County Sheriff

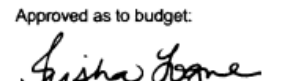
County Administrator

Central Services Director
Approving Management Control Agreement

Approved as to form:

Civil Deputy Prosecuting Attorney
Erik Pedersen, Reviewed 10/27/2021
Approved as to indemnification:


Risk Manager

Approved as to budget:

Budget & Finance Director

SKAGIT COUNTY
Contract # C20220548
Page 1 of 5

DATED this 12 day of December, 2022.

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County
AND
The City of Sedro-Woolley

THIS AGREEMENT is made and entered into by and between City of Sedro-Woolley ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The County operates a **Senior Services Program, within the Skagit County Public Health Department**, and employs a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to seniors. For the purpose of this Agreement, a senior will be defined as any person 55 years of age or older. As a result of other contractual Agreements, some services may be limited to those over 60 years of age.

The City desires to enter into an Agreement whereby the County will provide to the City certain administrative and professional services and the City will pay for the services so performed. This Agreement is general in nature and reflects the broad responsibilities the County has for the provision of services to seniors.

2. **RESPONSIBILITIES:** It is agreed between the parties during the effective term of this Agreement, the County will provide administrative and professional services to the City; said services to consist primarily of the following **Program Services for seniors**:

A. Nutritional Services

1. Congregate meals: Hot, nutritionally balanced noon-time meals are served at the Senior Center.
2. Home-delivered meals: Individuals over the age of 60 who are homebound and unable to prepare meals for themselves or attend a Senior Center congregate meal service may have meals delivered to their homes. Volunteers deliver hot and frozen meals to homebound seniors on weekdays. Meal delivery can be a temporary or an on-going service especially helpful to individuals with disabilities or individuals recovering from illnesses. Staff members from the Skagit Nutrition Program make initial home visits to assess the extent of the need for home-delivered meal service, along with providing nutrition intervention when applicable. Meal delivery can be a temporary or on-going service, based on individual client needs. Annual assessments are conducted to re-evaluate eligibility.
3. Liquid Meal Supplement: The Skagit Nutrition Program has Ensure Plus available at the Skagit County Senior Centers available to older adults. Ensure Plus is a high-calorie liquid food for use when extra calories and nutrients, but a normal concentration of protein, are needed. A prescription or written statement of need

BOARD OF COUNTY COMMISSIONERS SKAGIT COUNTY, WASHINGTON

Peter Browning, Chair

Ron Wesen, Commissioner

Lisa Janicki, Commissioner

Attest:

Katie Williams
Clerk of the Board

Recommended:
Sam Hammer
Department Head

Approved as to form:

M. Allen
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Maryleuben
Risk Manager

Approved as to budget:

Lisha Logne
Budget & Finance Director

SKAGIT COUNTY
Contract # C20220435
Page 1 of 5

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INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF SEDRO-WOOLLEY

THIS AGREEMENT is made and entered into by and between the City of Sedro-Woolley ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: The purpose of this interlocal agreement is to formalize the relationship of the City and the County regarding the provision of probation services to the City. Skagit County has a Probation Department capable of serving both the Skagit County District Court and, with some use restrictions, the cities within Skagit County. The Skagit County District Court Probation Department has provided probation services to the City in past years based on their participation in the consolidated district/municipal court judicial services plan. It is in the best interest of Skagit County and the City to formalize this relationship in an agreement detailing the extent and costs of probation services.

2. RESPONSIBILITIES: The County shall provide the following probation services for the City in consideration of time and effort as follows:

Active/full probation services, pre-trial monitoring, monitoring of treatment and community-based support group attendance, deferred prosecution requirements, pre/post-sentence investigations, assistance with connecting clients with support and community-based programming and collection of restitution and/or monitoring of prohibitions.

DATED this 24 day of October, 2022.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Peter Browning, Chair

Ron Wesen, Commissioner

Lisa Janicki, Commissioner

Attest:

Amber Eng
Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

County Administrator

Recommended:

Jason Reading
Department Head Judge

Approved as to form:

M. Mello
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Bonnie Beddell
Risk Manager

Approved as to budget:

Lisha Logne
Budget & Finance Director

Appointment of deputies—Special and temporary deputies.

The prosecuting attorney may appoint one or more deputies who shall have the same power in all respects as their principal. Each appointment shall be in writing, signed by the prosecuting attorney, and filed in the county auditor's office. Each deputy thus appointed shall have the same qualifications required of the prosecuting attorney, except that such deputy need not be a resident of the county in which he or she serves. The prosecuting attorney may appoint one or more special deputy prosecuting attorneys upon a contract or fee basis whose authority shall be limited to the purposes stated in the writing signed by the prosecuting attorney and filed in the county auditor's office. Such special deputy prosecuting attorney shall be admitted to practice as an attorney before the courts of this state but need not be a resident of the county in which he or she serves and shall not be under the legal disabilities attendant upon prosecuting attorneys or their deputies except to avoid any conflict of interest with the purpose for which he or she has been engaged by the prosecuting attorney. The prosecuting attorney shall be responsible for the acts of his or her deputies and may revoke appointments at will.

Two or more prosecuting attorneys may agree that one or more deputies for any one of them may serve temporarily as deputy for any other of them on terms respecting compensation which are acceptable to said prosecuting attorneys. Any such deputy thus serving shall have the same power in all respects as if he or she were serving permanently.

The provisions of chapter 39.34 RCW shall not apply to such agreements.

The provisions of *RCW 41.56.030(2) shall not be interpreted to permit a prosecuting attorney to alter the at-will relationship established between the prosecuting attorney and his or her appointed deputies by this section for a period of time exceeding his or her term of office. Neither shall the provisions of *RCW 41.56.030(2) require a prosecuting attorney to alter the at-will relationship established by this section.

[2009 c 549 § 4047; 2000 c 23 § 2; 1975 1st ex.s. c 19 § 2; 1963 c 4 § 36.27.040. Prior: 1959 c 30 § 1; 1943 c 35 § 1; 1903 c 7 § 1; 1891 c 55 § 6; 1886 p 63 § 17; 1883 p 76 § 23; Code 1881 § 2142; 1879 p 95 § 16; Rem. Supp. 1943 § 115.]

NOTES:

***Reviser's note:** RCW 41.56.030 was alphabetized pursuant to RCW 1.08.015(2)(k), changing subsection (2) to subsection (12). RCW 41.56.030 was subsequently amended by 2011 1st sp.s. c 21 § 11, changing subsection (12) to subsection (11). RCW 41.56.030 was subsequently amended by 2020 c 298 § 1, changing subsection (11) to subsection (12).

[PDF](#)**RCW 42.20.070****Misappropriation and falsification of accounts by public officer.**

Every public officer, and every other person receiving money on behalf or for or on account of the people of the state or of any department of the state government or of any bureau or fund created by law in which the people are directly or indirectly interested, or for or on account of any county, city, town, or any school, diking, drainage, or irrigation district, who:

- (1) Appropriates to his or her own use or the use of any person not entitled thereto, without authority of law, any money so received by him or her as such officer or otherwise; or
 - (2) Knowingly keeps any false account, or makes any false entry or erasure in any account, of or relating to any money so received by him or her; or
 - (3) Fraudulently alters, falsifies, conceals, destroys, or obliterates any such account; or
 - (4) Willfully omits or refuses to pay over to the state, its officer or agent authorized by law to receive the same, or to such county, city, town, or such school, diking, drainage, or irrigation district or to the proper officer or authority empowered to demand and receive the same, any money received by him or her as such officer when it is a duty imposed upon him or her by law to pay over and account for the same,
- is guilty of a class B felony and shall be punished by imprisonment in a state correctional facility for not more than fifteen years.

[**2003 c 53 § 219**; **1992 c 7 § 37**; **1909 c 249 § 317**; RRS § 2569. Prior: Code 1881 § 890; **1873 p 202 § 92**; **1854 p 91 § 83**.]

NOTES:

Intent—Effective date—2003 c 53: See notes following RCW **2.48.180**.

[PDF](#)**RCW 43.09.185****Loss of public funds—Illegal activity—Report to state auditor's office.**

State agencies and local governments shall immediately report to the state auditor's office known or suspected loss of public funds or assets or other illegal activity. The state auditor must adopt policies as necessary to implement this section.

[**2022 c 148 § 1**; **1995 c 301 § 8**.]

PDF**RCW 9A.60.040****Criminal impersonation in the first degree.**

(1) A person is guilty of criminal impersonation in the first degree if the person:

(a) Assumes a false identity and does an act in his or her assumed character with intent to defraud another or for any other unlawful purpose; or

(b) Pretends to be a representative of some person or organization or a public servant and does an act in his or her pretended capacity with intent to defraud another or for any other unlawful purpose.

(2) Criminal impersonation in the first degree is a class C felony.

[**2004 c 11 § 1**; **2003 c 53 § 78**; **1993 c 457 § 1**; **1975 1st ex.s. c 260 § 9A.60.040.**]

NOTES:

Effective date—2004 c 11: "This act takes effect July 1, 2004." [**2004 c 11 § 3.**]

Intent—Effective date—2003 c 53: See notes following RCW **2.48.180.**

DECID 6.5.23

Sgt CLERK

COMMON LAW AFFIDAVIT/DECLARATION OF TRUTH
NOTICE OF VIOLATION OF CONSTITUTION, FEDERAL AND STATE LAWS
OFFER TO CURE

Jointly and

Severally To: CITY OF ANACORTES OFFICIALS
Matt Miller (Mayor)
Ryan Walters, Ward 1
Christine Cleland-McGrath, Ward 2
Jeremy Carter, Ward 3
Amanda Hubik, Position 4
Bruce McDougall, Position 5
Carolyn Moulton, Position 6
Anthony Young, Position 7
Hereinafter, RESPONDENTS

Noticed: *Skagit County Sheriff, Donald McDermott*
Service: Hand Delivered and via email to Office of City Clerk
City Hall Municipal Building 904 6th Street
Dated: June 5, 2023
From: Kevin Ewing, hereinafter, Claimant

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS NOTICE
TO AGENT, APPLICABLE TO ALL SUCCESSORS AND ASSIGNS**

I, Kevin Ewing, a sentient living, lawful man on the land, (a non-legal fiction person), affiant, victim, witness, and the undersigned, hereinafter, Claimant, make this Affidavit/Declaration of Truth, Notice of Constitutional Violations, Federal Crimes Violations, , hereinafter, AFFIDAVIT, of my own free will, and I hereby affirm, declare and swear, under my oath and under the pains and penalties of perjury under the laws of the united States of America and of this State of Washington that I am of legal age and of sound mind and hereby attest that the statements, averments, and information contained in this AFFIDAVIT are true and correct to the best of my knowledge.

THROUGH SERIAL ACTS OF NEGLIGENCE, FRAUDULENT PRACTICES, AND ACTIONS DONE WITH PURPOSE, MALICE, INTENT, WILLFULLY AND IN CONCERT BY THE FOLLOWING PUBLIC OFFICIALS; Matt Miller (MAYOR), Ryan Walters, Christine Cleland-McGrath, Jeremy Carter, Amanda Hubik, Bruce McDougall, Carolyn Moulton, Anthony Young, hereinafter, RESPONDENTS.

This NOTICE of Statement AFFIDAVIT is directed to RESPONDENTS. Notice to agent is Notice to principal, Notice to principle is Notice to Agent, applications to all successors and assigns. You are hereby noticed by virtue of the Constitutionally secured Right to Redress of Grievance in original

Organic Common Law Jurisdiction as is the Right of Claimant and all beneficiaries of the Organic Laws of the United States of America.

This AFFIDAVIT shall be considered sufficient lawful notice to the parties herein named. Said AFFIDAVIT is hereby made pursuant to original jurisdiction organic law and the united States Constitution, specifically, the Bill of Rights, in particular, Amendments I, IV, V, VI, VII, IX, X, and XIV, and The Washington State Constitution, 1889, in particular Article I, III, V, VI, XI., XVIII, XXII. See Title 42 § 1983 Section 242 of Title 18, 18 U.S. Code § 1001, 18 US Code Chapter 96, which makes it a crime for a person acting under color of law to willfully deprive a person of a right or privilege protected by the Constitution or laws of the united States.

- I. This AFFIDAVIT requires RESPONDENT's, written rebuttal to Claimant, in kind, via your own sworn, signed, and notarized affidavit, using true fact, valid law, and evidence to support your rebuttal of the specific subject matter stated in this AFFIDAVIT, as outlined, complete, and specific to each and every point of the subject matter stated herein and must be received by Claimant within (10) ten business days of RESPONDENT's receipt of this AFFIDAVIT, hereinafter, REBUTTAL. RESPONDENT is hereby noticed that your failure to respond fully, as stipulated and rebut, with particularity and specificity, anything with which you disagree in this Affidavit/Declaration, is your lawful, legal, and binding tacit agreement with and admission to the fact that everything in this Affidavit/Declaration is true, correct, legal, lawful, and fully binding upon RESPONDENT in any court in America, without your protest or objection and that of those who represent you.
- II. This AFFIDAVIT requires the RESPONDENT'S REBUTTAL. Any other reply not complete and conforming to Section I of this AFFIDAVIT regardless of the subject matter shall be considered false, fraudulent, and nonreply. RESPONDENT'S failure to respond point by point and item by item to the facts presented in this sworn AFFIDAVIT shall stipulate by virtue of tacit assent that RESPONDENT accepts AFFIDAVIT as facts stated by Claimant.

This AFFIDAVIT is a lawful notification to you and is hereby made and sent to you pursuant to the united States Constitution, specifically, the Bill of Rights, in particular, Amendments I, IV, V, VI, VII, IX and X, and supported by The Bill of Rights of The Washington State Constitution 1889, in particular, Article I, Sections 1, 2, 3, 8, 9, 10, 11, 15, 16, 19, 21, and requires your written rebuttal to me, in kind, specific to each and every point of the subject matter stated herein, within ten (10) days, via your own sworn and notarized affidavit, using true fact, valid law and evidence to support your rebuttal of the specific subject matter stated in this Affidavit/Declaration. You are hereby lawfully noticed that your failure to respond, as stipulated, and rebut, with particularity and specificity, anything with which you disagree in this Affidavit/Declaration, is your lawful, legal, and binding tacit agreement with and admission to the fact that everything in this Affidavit/Declaration is true, correct, legal, lawful, and fully binding upon you in any court in America, without your protest or objection and that of those who represent you.

III. NOTICE OF CERTAIN FACTS

1. On April 23rd, 2023, CLAIMANT, Kevin Ewing, sent via email as public comment for the upcoming April 24th, 2023 City Council meeting for Public Comment, "NOTICE OF MISAPPROPRIATION AND FALSIFICATION OF PUBLIC OFFICERS" dated April 23, 2023 that informed the RESPONDENTS that County officials including; Don McDermott, Richard Weyrich, Sandra Perkins, Ron Wesen, Peter Browning, Erik Pedersen, and Melinda Miller had illegally allocated Public Resources for Private gain in the form of legal services for lawsuits they were defendants. Also, in the April 23, 2023 Notice RESPONDENTS were provided evidence of the specific felony being committed and notification to RESPONDENTS of their legal obligations as a Civil Authority to report the Felony acts to the Washington State Auditor and others including;
 - a. *RCW 42.20.060 Falsely auditing and paying claims,*
 - b. *RCW 42.20.070 Misappropriation and falsification of accounts by public office,*
 - c. *SKAGIT COUNTY CODE 2.20: Individual Liability of County Officers,*
Legal services will not be provided to officers, employees or volunteers of the county to defend a charge of official misconduct, willful misconduct or to defend the right to hold office
- Also, included in the NOTICE, the RESPONDENT was informed RCW 43.09.185 Loss of public funds—Illegal activity—Report to state auditor's office; any local government shall immediately report to the state auditor's office known or suspected loss of public funds or assets or other illegal activity.
2. On April 24th, 2023, CLAIMANT, Kevin Ewing, received confirmation from Assistant to the City Clerk Greg Francioch "Added" to the Agenda To date, the CLAIMANT has not received a response to this notification.
3. On May 31st, 2023, CLAIMANT, Kevin Ewing, sent via email as public comment for the upcoming City Council Meeting, "NOTICE OF MISAPPROPRIATION AND FALSIFICATION OF PUBLIC OFFICERS" dated April 27, 2023 that informed the RESPONDENTS that Erik Pedersen and Melinda Miller had not been properly appointed as required by law yet had been using the Public Official title of Deputy Prosecuting Attorney as well as using the powers of the office of Prosecuting Attorney Weyrich in violation of state law. Also, in the April 27, 2023 Notice RESPONDENTS were provided examples of the specific felony being committed by Erik Pedersen and Melinda Miller that included County and City of Sedro-Woolley contract documents and also included notification of RESPONDENT legal obligations as a Civil Authority to report the Felony acts included in the notification.
4. On May 31st, 2023, City of Anacortes Assistant to the City Clerk Greg Francioch replied via email confirming the City of Anacortes had received the April 27 notice and it was added to the upcoming May 5th, 2023 council meeting agenda packet. To date, the CLAIMANT has not received a response to this notification.

IV. Lawful Notice

Sufficient Lawful notification has been provided to RESPONDENTS, stating that RESPONDENTS must rebut these statements, charges, and averments made in this AFFIDAVIT. RESPONDENTS shall Cease and Desist all unlawful actions against Claimant. If RESPONDENTS fail to respond as per Section I of AFFIDAVIT, then, RESPONDENTS tacitly agree with all AFFIDAVIT statements and admit to them. Pursuant to this lawful notification, if you disagree with anything stated under oath in this AFFIDAVIT, then rebut to Claimant that with which you disagree, with particularity, within (10) ten business days of receipt thereof, by means of your own written, notarized affidavit of truth, based on specific, true, relevant fact and valid law to support your disagreement, attesting to your rebuttal and supportive positions, as valid and lawful, under the pains and penalties of perjury under the laws of the United States of America and this state of Washington. An un rebutted affidavit stands as truth and fact before any court. Your failure to respond, as stipulated, is your tacit agreement with and admission to the fact that everything in this AFFIDAVIT is true, correct, legal, lawful, and is your irrevocable admission attesting to this, fully binding upon you in any court of law in America, without your protest, objection and that of those who represent you.

Your immediate adherence to the immediate investigation of any 'sworn' governmental official at local, state, or federal levels is required for the willfully known complicit criminal actions of their Constitutional duties in the service of their sworn oath and office.

V. NOTICE to all RESPONDENTS:

This AFFIDAVIT is not intended to injure, defraud, coerce, threaten, intimidate, or deceive, any insurer, one or all RESPONDENTS into compliance. Please answer the Allegations according to your standing and to your truth under the "Flag of Peace".

VI LAWS TO BE REPORTED BY ALL RESPONDENTS (iii):

- RESPONDENTS agree by virtue of tacit assent that OFFICIALS, have committed the following crimes:
- Title 42 § 1983 color of law,
- 18 U.S. Code § 1001 - False statements, concealment, or covers up by any trick, scheme, or device a material fact;
- Title 18 section 242 Color of Law,
- Title 18 section 241 Conspiracy against rights,
- TITLE 18 U.S.C. SECTION 96 RICO,
- 18 U.S. Code § 4 - Misprision of Felony,
- 52 U.S. Code § 2051 elected official fraud
- RCW 43.09.185 *Loss of public funds—Illegal activity*
- RCW 42.20.060 *Falsely auditing and paying claims,*
- RCW 42.20.070 *Misappropriation and falsification of accounts by public office,*
- SKAGIT COUNTY CODE 2.20: *Individual Liability of County Officers,*

hereinafter, CRIMES.

All of the aforementioned situations deny Claimant of constitutionally protected rights and deny Claimant(s) the right to life, liberty, and the pursuit of happiness.

OFFICIALS'S actions that have infringed on Skagit Citizen's God-given rights: VIOLATION OF RIGHTS UNDER COLOR OF LAW TITLE 42 - U.S.C. SECTION 1983, RACKETEERING (RICO), CRIMINAL CONSPIRACY, TITLE 18 U.S.C. 1038 - FALSE INFORMATION AND HOAXES, TITLE 18 U.S.C. 1001 - STATEMENTS OR ENTRIES GENERALLY, TITLE 18 U.S.C. SECTION 1512B - ENGAGES IN MISLEADING CONDUCT. - CIVIL RIGHTS ACTION FOR DEPRIVATION OF RIGHTS, TITLE 42 U.S.C. SECTION 1985 (3) - DISCRIMINATION, DEPRIVATION OF RIGHTS, COERCION, HUMAN RIGHTS VIOLATION, FALSE STATEMENTS, CIVIL RIGHTS VIOLATION, hereinafter, CRIMES.

As RESPONDENTS, you have been notified of all the CRIMES that have been committed against CLAIMANT, Claimant. 18 U.S. Code § 4 - Misprision of Felony, Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both. RESPONDENTS have 10 days to report the felonies committed against Claimant.

VI. OFFER TO CURE for RESPONDENT

This one-time, **10-DAY**, good-faith settlement offer is only valid for the next **10 DAYS** from receipt of this AFFIDAVIT.

- CLAIMANTS, makes this Final good faith **10 DAY** Settlement Offer to Cure.
- RESPONDENTS agree this settlement offer **IS NOT** the Total Damages to Claimants.
- RESPONDENTS shall CEASE and DESIST all unlawful actions in their official and private capacities,
- RESPONDENTS shall report every Constitutional right, federal and state law violated by the Skagit County OFFICIALS to the Washington State Auditor, a Federal District court justice or the military.
- All crimes shall be reported via affidavit, signed by each RESPONDENT, with a copy of affidavits sent to the Claimant for each crime reported and to whom the crimes were reported.

DEFINITIONS

The meanings of all word(s), term(s), and phrase(s) as written in this document are to be defined only by Claimants or their representative, acting by Right of original common law jurisdiction. Any definitions or explanations must be requested in writing and will be answered in a common law timely manner. Requests for definitions will not delay the time given to respond to Affidavit.

CERTIFICATION

I, Kevin Ewing, CLAIMANT, with my signature found below, certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing statement and the facts described herein are based on my firsthand knowledge and are true and correct to the best of my ability.

Affiant further sayeth naught.

All Rights Reserved,



Affiant/Claimant



Date

All Rights Reserved,

Claimant Mailing Address

Kevin Ewing
Po Box 119
Burlington, WA. 98233

Anacortes City Council Special Meeting Minutes - May 16, 2023

Call to Order

Mayor Matt Miller called to order the Anacortes City Council special meeting of May 16, 2023, at 8:06 am. Councilmembers Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Amanda Hubik were present. Councilmember Jeremy Carter was absent.

Introductions

Councilmembers, Department Heads, and Mayor Miller participated in introductory exercises and discussion regarding communication styles.

2024 budget development preparation

Budget Planning Process

Finance Director, Steve Hoglund, led a discussion of the 2024 budget planning and adoption process and OpenGov, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included preliminary study sessions and the 2024 budget planning calendar.

OpenGov Review

Finance Manager, Philip Steffen, provided an overview of the OpenGov application and public portal. Discussion topics included software functions, data display techniques and suggestions for improvement.

Budget Priorities Discussion

Finance Committee

- 1.) Making OpenGov the authoritative source of budget related information
2. Discussion of the Levy Lid Lift and associated hiring priorities discussion
3. Start the replacement process for the enterprise resource planning (ERP) software in 2024 through the request for proposal (RFP) process by contracting with a consultant and support from Finance staff.
4. Review of financial policies
5. Review of departmental priorities
6. Review of budget book that contains an organizational chart with associated salaries for each position
7. Visibility of Equipment Rental and Replacement (ERR) and Information Technology (IT) replacement schedules.
8. Re-definition and refinement of the budget fund structure. (Potentially to consider the collapse of EMS, Parks, and Library funds into General fund).
9. Create a separate fund for pavement management.

Information Technology Committee

1. ERP replacement with transfer of data from Eden to OpenGov.
2. Transitioning the City website away from .com, .org to .gov
3. Annual security audits
4. Elimination of duplicate software applications
5. Improved website accessibility
5. IT and ERR replacement schedules
6. Update to most recent Laserfiche version

Fiber Committee

1. Complete infrastructure buildout of the entire city. Now at 60% with Guemes View and EDA in progress.
2. What is next after buildout is complete?
3. Long-term financing.
4. Development of new revenue generating services (Wi-Fi troubleshooting, enhanced speeds services above 1GB, whole home support)
5. Prep work for impending retirement of Fiber Manager.

Library Committee

1. Hold the line budget.
2. Hired Library Manager internally to replace vacancy left by Director.
3. Children's Librarian is retiring
4. Children's section update open house is this weekend

Museum Committee

1. Hold the line budget
2. Projects to use allotted space more effectively.
3. Outreach to the tourist population
4. Additional workspace / storage space near the Carnegie Building on the 2025 Capital Facilities Plan (possibly 2024 depending on design discussion) for execution within 3-5 years.

Parks and Recreation Committee

1. Policing the Anacortes Community Forest Lands and Washington Park
2. Senior Center technology improvements.
3. Parks and Recreation Advisory Commission priorities for CFP 2024-2025
4. Reserve fund spending to support staff costs
5. Youth Center design project with City funding

Housing Affordability and Community Services Committee

1. Funding social services and agencies with more coordination with a housing and human services coordinator
2. Provide services and coordinate with county, state and non-governmental agencies.
3. Homeless Housing Plan
4. Dedicated city staff to coordinate these efforts. 3-member Council committee not sufficient. Full-Time Employee (FTE) job description in development
5. Make community resources more easily available to Anacortes citizens.
6. Continuation of the agreement with the Anacortes Family Center

Planning Committee

1. Housing options ordinance for code updates and implementing new state housing legislation.
2. New housing development at Sharpe's Corner in accordance with new state requirements - consultant contract (\$100,000) for a subarea plan and possible addition of neighboring properties.
3. Possible housing area median income consultant request for 2024 budget.

Public Safety Committee

Fire / Emergency Medical Services

1. Fire Department - Station 3 generator (\$50,000)
2. Hiring 8 new positions - budget accounted through levy lid lift
3. Ladder truck
4. Rokon mototractor

5. 2024 -2025 CFP - training tower

Police

1. Police Department - vehicles
2. 5 new positions – with an additional sergeant
3. In-house FTE prosecutor
4. Regional Drug Task Force - Federal funding (Department of Commerce) allocated (\$150k annually) could go away. Looking at local funding model - potential cost is \$8,000.
5. 200-250 additional cases to Anacortes Municipal Court in 2024 with justification for in-house prosecution support and additional court day (\$30,000), possible additional court staff, overflow case attorney (\$290k-\$330k for total cost)

Public Works Committee

1. City Hall replacement
2. Transportation Improvement Plan - sidewalks (scrub priority list)
3. Overlay program - adjust spending to meet needs
4. Complete streets for multimodal needs, traffic calming
5. Solid waste reduction goals - RFP for yard waste, recycling, and marketing to encourage better customer practices
6. Incentivize businesses to use recyclable materials
7. Street trees - more prescriptive and no encroachment permit needed - possibly hire a consultant (\$10k) to produce a document to publicize.

Personnel Committee

1. In-house prosecutor
2. Civil service testing administration
3. NeoGov for hiring
4. HR staffing increase - 2024, possibly later in 2023

Economic Development Committee

1. Keep it a City Council committee
2. Small amount for a consultant to investigate what the city's economic priorities are.

Adjournment

There being no further business, at approximately 2:15 p.m. the special meeting of the Anacortes City Council of May 16, 2023 was adjourned.

Anacortes City Council Minutes - May 22, 2023

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of May 22, 2023 at 6:00 p.m. Councilmembers Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, and Amanda Hubik were present. Councilmembers Bruce McDougall and Jeremy Carter (joined at approximately 6:49 pm) participated in the meeting remotely via Zoom. Councilmember Anthony Young was absent.

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

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller shared an update on a recent graduation ceremony for the local volunteer firefighter academy, the re-opening of the new children's section at the Anacortes Public Library, a recap of the Council and Department Head retreat held on May 16, 2023, recently passed state legislation regarding drug laws associated with the *Blake* decision, the public works open house to be held on June 1st, the Washington State Ferries spring virtual meeting, and a reminder of the upcoming Memorial Day weekend with the next City Council meeting scheduled for June 5th.

Planning Committee

Ms. Moulton reported from the Planning Committee meeting held earlier in the evening. The topics discussed included the moratorium on short-term rentals, a subarea plan for Sharpe's Corner, and housing in the Comprehensive Plan

Parks and Recreation Committee

Ms. Hubik reported from the Parks and Recreation Committee meeting held on May 17, 2023. The topics discussed included the Ben Root Skate Park project, Washington Park restroom restoration project, the Friends of the Forest Ambassador program, staffing updates, Anacortes hosting the state tournament for Little League baseball, hanging baskets in downtown, volunteer opportunities, use of the Senior Activity Center as a cooling station, and upcoming summer events.

Public Comment

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

Consent Agenda

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

a. Minutes of May 15, 2023

b. Approval of claims in the amount of \$614,234.76

The following vouchers/checks were approved for payment:

EFT numbers: 106330 through 106365, total \$348,682.04

Check numbers: 106366 through 106385, total \$249,883

Wire transfer numbers: 324486 through 324806, total \$15,669.72

c. Street Fair Application: Class of 2023 Senior Car Parade 6/13/2023

Public Hearings

Public Hearing on interim Ordinance 4046 regarding a moratorium on short term rental of residential dwelling units in certain mixed-use zones.

Planning Manager, Libby Grage introduced the public hearing on interim Ordinance 4046 regarding the moratorium on short term rental of residential dwelling units in certain mixed-use zones, referring to a slide presentation that was added to the packet materials for the meeting. Mayor Miller opened the public hearing and asked for public comment on the interim ordinance. No one present or online commented on the agenda item. At approximately 6:20 pm, Mayor Miller closed the public hearing.

Public Hearing on proposed interim Ordinance 4052 extending the moratorium adopted by Ordinance 4046 and adopting a work plan.

Planning Manager, Libby Grage, introduced the proposed Ordinance 4052, referring to a slide presentation that was added to the packet materials for the meeting.

Mayor Miller opened the public hearing and invited members of the public to comment on the agenda item.

Jason Goold of Mount Vernon, representing ReLuTy Real Estate, pointed out that this measure should not be extended because there are only 20 Airbnbs in the commercial zones and roughly 70 Airbnb's in all of Anacortes. He asserted that the measure is detrimental to homeowners buying and selling and individuals who require temporary housing, such as refinery workers and travel nurses, adding that it is important to have a healthy housing mix in Anacortes. He then cited from his research that there are more vacant homes than Airbnb's in Anacortes. He recommended that the Council find a way to lower the vacancy rate or impose a tax on owners of vacant properties. He asserted that an emergency ordinance is not appropriate and unnecessary in this case, as it is not a health and safety issue, and referred the Council to his letter that was added to the packet materials for the meeting. He asked that the moratorium be lifted immediately to help builders. He then mentioned a recently completed housing project that has nine units that have not been sold under current market conditions and that his firm is helping to find temporary residents to prevent the builder from sustaining a significant financial loss. He averred that the moratorium is acting to restrict builders from offering temporary housing on the market in order to avoid significant financial loss, and that we need to support builders and keep them building homes so that the housing shortage can be alleviated, and that restricting what builders can do with properties will only make the problem worse. He concluded that this moratorium was not called for and offered to assist in planning efforts, adding that there are fewer available short-term rentals in 2023 than there were in 2022, and that the moratorium should not be passed.

At approximately 6:28, Mayor Miller closed the public hearing.

The Council discussed the draft ordinance and work plan. Discussion topics included timing of public comment periods, the work plan, reasons for the moratorium, and coordination with the Housing Action Plan and upcoming Comprehensive Plan update.

RYAN WALTERS moved, seconded by AMANDA HUBIK, to approve Ordinance 4052 as presented. Vote: Ayes - RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Closed Record Decision Hearing

Closed Record Decision Hearing for Conditional Use Permit CUP-2023-0001 / 5th Street Retreat Bed and Breakfast

Senior Planner, Grace Pollard, presented the application for Conditional Use Permit CUP-2023-0001 for the 5th Street Retreat Bed and Breakfast, referring to a slide presentation that was included in the packet materials for

the meeting.

Discussion topics included off-street parking, traffic calming, and conditions of approval.

RYAN WALTERS moved, seconded by AMANDA HUBIK, to approve findings of fact and conclusions of law with amended Condition 2. for CUP-2023-0001. Vote: Ayes - RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Other Business

Contract Award: 2023 Fidalgo Avenue Waterline Replacement #23-035-WTR-001

Public Works Director, Henry Hash, introduced the proposed contract for 2023 Fidalgo Avenue Waterline Replacement #23-035-WTR-001, detailing the bid process with the lowest bid coming from Raw Land Construction LLC and being within the engineering estimate.

AMANDA HUBIK moved, seconded by CHRISTINE CLELAND-MCGRATH, to approve contract 23-035-WTR-001 with Raw Land Construction LLC.

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

Contract Award: 2023 Chip Seal Project #23-140-TRN-001

Public Works Director, Henry Hash, introduced the proposed contract for the 2023 Chip Seal Project #23-140-TRN-001. He detailed the bid process with one responsive bid.

Discussion topics included pedestrian and bicycle safety and improvements, continuity of Q Avenue, street leveling, area priority considerations in the pavement management program, how the project fits with surrounding development, and the engineering estimate for leveling work related to this project.

RYAN WALTERS moved, seconded by AMANDA HUBIK, to authorize the mayor to sign contract 23-140-TRN-001 with Doolittle Construction. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Contract Award: Ben Root Skatepark Construction #22-043-PRK-002

Parks and Recreation Director, Jonn Lunsford, introduced Assistant Parks and Recreation Director, Bob Vaux, who presented the proposed contract for Ben Root Skatepark Construction #22-043-PRK-002 with Janicki Construction, referring to a slide presentation that was in the packet materials for the meeting.

Discussion topics included the adjacent youth center, parking lot location, park name, safety considerations, the planning process, vandalism prevention, restrooms, and optional contract provisions.

CHRISTINE CLELAND-MCGRATH moved, seconded by RYAN WALTERS, to authorize the mayor to sign contract 22-043-PRK-002 with Janicki General Contracting LLC. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Ordinance 4050: Accepting Donations for the Ben Root Skate Park

Parks and Recreation Director, Jonn Lunsford, introduced Ordinance 4050: Accepting Donations for the Ben Root Skate Park.

Discussion topics included fundraising efforts and where to view project details: [Anacortes Skate Park](#)

Improvement Project website.

CAROLYN MOULTON moved, seconded by BRUCE MCDOUGALL, to approve Ordinance 4050 accepting donations. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result:

Adjournment

There being no further business, at approximately 7:26 p.m. the Anacortes City Council meeting of May 22, 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 June 5, 2023 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
325207	12/30/2022	B57091325	SHI INTERNATIONAL CORP.	FORTINET FIREWALLS PURCHASE	\$ 12,232.28	infosys
325295	12/31/2022	3121	WELCH BROTHERS CONSTRUCTION	PUMP STATION #8 EMERGENCY RELOCATION	\$ 25,908.36	pw1
325301	1/11/2023	20450	SEASIDE AUTO BODY	REPAIRS #210A	\$ 4,554.15	dshop
324919	3/6/2023	P0001-81	QCC QUALITY CONTROLS CORP.	OPERATING SUPPLIES - ETHERNET ADAPTER	\$ 4,355.27	dwwtp
325198	3/20/2023	INV-US-64510	ENVISIONWARE, INC	LIBRARY RFID EQUIPMENT 2023 MAINTENANCE AND SUPPORT	\$ 3,138.03	publib
325072	3/31/2023	14456	NW COMMUNICATIONS, INC	REPAIR 2 FIRECCOM HEADSETS	\$ 489.60	medic
325059	4/11/2023	PS-INV104370	WHITNEY EQUIPMENT CO INC	INCINERATOR MAINTENANCE - SOLID FILTRATE PUMPS	\$ 30,398.64	dwwtp
325206	4/17/2023	116873REV	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025: RECEPTACLE INSTALL AT SENIOR CENTER	\$ 2,246.85	pw1
325209	4/17/2023	RE 41 JZ1787 L002	WASHINGTON STATE DEPARTMENT	PERMIT - FIBER TO OAK HARBOR	\$ 1,137.09	dwwtp
325084	4/29/2023	ReimbCousins	COUSINS, RICHARD	MEDICAL COPAY REIMBURSEMENT, LEOFF 1 RETIREE	\$ 45.76	hr
325085	4/30/2023	145469	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES RE TEAMSTERS CBA & ON-CALL	\$ 562.50	hr
325078	4/30/2023	24861098	KIMLEY-HORN AND ASSOCIATES, IN	CAMPBELL LAKE WATER MAIN RELOCATION DESIGN & PROJECT MANAGEMENT	\$ 1,000.00	dwwtp
324847	4/30/2023	3389	PUBLIC SAFETY PSYCHOLOGICAL	PRE-EMPLOYMENT PSYCHOLOGICAL EVALS; BRAATZ AND PI FADWELL	\$ 900.00	apd
324917	5/3/2023	2023-0670	THE WATERSHED COMPANY	SHORELINE MASTER PROGRAM (SMP) USER GUIDE & WEBSITE PROJECT - THRU 04/30/23	\$ 2,416.25	plan
325205	5/4/2023	0585	FIDALGO CLEANING	CLEANING	\$ 180.00	museum
325204	5/4/2023	0586	FIDALGO CLEANING	CLEANING	\$ 120.00	museum
324921	5/4/2023	251658N-2	BIRCH EQUIPMENT CO., INC	GENERATOR RENTAL FOR INTAKE TRANSFORMER	\$ 6,304.74	dwwtp
325067	5/5/2023	3724731	ZOLL MEDICAL CORPORATION	ADULT CUFFS	\$ 582.56	medic

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
325068	5/7/2023	3725169	ZOLL MEDICAL CORPORATION	INFANT CUFF	\$ 48.55	medic
325185	5/8/2023	0608	FIDALGO CLEANING	APD CLEANING & SUPPLIES 5/8-5/21	\$ 800.00	apd
325062	5/9/2023	3726529	ZOLL MEDICAL CORPORATION	INFANT CUFFS	\$ 145.64	medic
324778	5/10/2023	0007	WINNINGHAM PRODUCTIONS	BALLROOM DANCE INSTRUCTOR - MAY 2023	\$ 525.00	pkrec
325088	5/10/2023	1325491	LIFE ASSIST, INC	I-GEL PACKS, MEGAMOVERS, SAFETY	\$ 713.86	medic
325254	5/10/2023	34156	SKAGIT PUBLISHING LLC	PUBLISH AA-368723	\$ 44.66	finance
325256	5/10/2023	34157	SKAGIT PUBLISHING LLC	PUBLISH AA-369467	\$ 93.38	finance
325255	5/10/2023	34158	SKAGIT PUBLISHING LLC	PUBLISH AA-369565	\$ 125.86	plan
325089	5/10/2023	AN 856073	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 89.84	medic
325087	5/10/2023	INV23485	SEAWESTERN, INC.	WILDLAND FIRE PANTS	\$ 2,547.66	medic
324849	5/10/2023	ReimbWelch	WELCH, REBECCA	MILEAGE REIMBURSEMENT	\$ 107.80	court
325195	5/11/2023	27241	ALLMAX SOFTWARE, INC.	OPERATOR10 WTP ANNUAL SUPPORT 5/31/23-5/31/24	\$ 5,610.00	dwtp
325070	5/11/2023	3919	SKAGIT 911	1ST QTR. 2023 - FIRE MOBILE (SPILLMAN)	\$ 1,668.31	medic
324915	5/11/2023	8498 30 017 0464628	COMCAST	WA PARK INTERNET ACCESS 5/21 - 6/20/23	\$ 113.16	parks1
324912	5/12/2023	05/12/2023	NORTHWEST PARKING EQUIPMENT	WA PARK PAY STATION MAINTENANCE	\$ 648.71	parks1
324914	5/12/2023	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 04/06-05/05/23	\$ 4,361.64	parks1
325180	5/12/2023	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 4/7-5/5/23	\$ 1,061.06	medic
324850	5/12/2023	52552	KRIEG CONSTRUCTION, INC	ASPHALT DISPOSAL	\$ 55.49	dshop
325358	5/12/2023	6638541	FAMILY CARE NETWORK PLLC	PRE-EMPLOYMENT MEDICAL; PLEADWELL	\$ 258.00	apd
325183	5/12/2023	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 4/11-5/10/23	\$ 66.00	medic
325074	5/15/2023	0001452	CITY OF BURLINGTON	DARK FIBER & RACK SPACE	\$ 275.00	fiber
324852	5/15/2023	1195866	FERGUSON ENTERPRISES, INC	METER INVENTORY	\$ 9,576.58	wdist
325081	5/15/2023	271026	SCOTT RICHARDS INSURANCE, INC	BFA59608875 ADD COVERAGE FOR PERSONAL PROP 9338 S MARCH PT RD	\$ 4,683.00	finance
325073	5/15/2023	271027	SCOTT RICHARDS INSURANCE, INC	ADD PROPERTY AT 9338 S. MARCH PT RD	\$ 434.00	finance
325189	5/15/2023	886740	HASA, INC	SODIUM HYPOCHLORITE	\$ 4,976.94	dwtp
325066	5/15/2023	E23010P	ELEMENTAL AIR, LLC	WWTP ANNUAL INCINERATOR EMISSIONS TESTING	\$ 7,459.00	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
325192	5/15/2023	P2196-NT-1	QCC QUALITY CONTROLS CORP.	WWTP PUMP STATIONS 06 AND 09 VFD UPGRADES	\$ 10,300.00	dwwtp
325190	5/15/2023	P2196-T-1	QCC QUALITY CONTROLS CORP.	WWTP PUMP STATIONS 06 AND 09 VFD UPGRADES	\$ 6,821.76	dwwtp
325208	5/15/2023	RE 41 JZ1787 L003	WASHINGTON STATE DEPARTMENT	PERMIT - INSTALL OAK HARBOR FIBER	\$ 1,374.87	dwwtp
324976	5/16/2023	1195869-2	FERGUSON ENTERPRISES, INC	SOUTH FIDALGO EXPANSION - RESOLUTION 3036	\$ 1,868.64	dshop
324846	5/16/2023	19	WARDROOM SUCCESS STRATEGIES	WARDROOM SUCCESS STRATEGIES	\$ 3,000.00	executive
324853	5/16/2023	1991570	MILES SAND & GRAVEL CO.	5/8" GRAVEL FOR STOCKPILE	\$ 424.32	dshop
324918	5/16/2023	23-13035	EDGE ANALYTICAL, INC	LAB TESTING	\$ 26.35	dwwtp
325176	5/16/2023	BINV0010470	GOBLE SAMPSON ASSOCIATES, INC	MAINTENANCE SUPPLIES - PUMP STATION 13	\$ 651.38	dwwtp
325058	5/16/2023	PS-INV104754	WHITNEY EQUIPMENT CO INC	MAINTENANCE SUPPLIES - PUMP STATION	\$ 26,982.12	dwwtp
325177	5/17/2023	1000391	WBE TECHNOLOGIES LLC	DROP CABLES	\$ 4,652.34	fiber
324982	5/17/2023	1991656	MILES SAND & GRAVEL CO.	5/8" ROCK FOR STOCKPILE	\$ 424.32	dshop
325360	5/17/2023	381846	KUSTOM SIGNALS INC	SPEED RADAR	\$ 1,431.98	apd
325193	5/17/2023	BI-0362919	GRANICH ENGINEERED PRODUCTS	SUMP PUMPS X 3	\$ 31,822.24	dwwtp
324980	5/18/2023	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 4/18 - 5/17/23	\$ 993.68	apd
325200	5/18/2023	039776	RAINBOW ENTERPRISES	WTP SEPTIC INSPECTION	\$ 326.40	dwwtp
325299	5/18/2023	113025	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 57.50	dwwtp
325065	5/18/2023	1200523381	HDR ENGINEERING, INC	WTP LEAD AND COPPER RULE (LCR) SAMPLING PLAN - 4/2/23-5/6/23	\$ 11,663.36	dwwtp
325211	5/18/2023	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 4/18-5/17/23	\$ 1,382.17	publib
325181	5/18/2023	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2: 4/18-5/17/23	\$ 62.04	medic
325202	5/18/2023	199 800 0000 4	CASCADE NATURAL GAS CORP.	WWTP 4/18-5/11/23	\$ 106.04	museum
325069	5/18/2023	1991855	MILES SAND & GRAVEL CO.	5/8" ROCK TO STOCKPILE	\$ 212.16	dshop
325253	5/18/2023	20231023	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING 04/2023	\$ 3,985.59	finance
325194	5/18/2023	23002-01	PNW CIVIL, INC.	SKYLINE DRAINAGE AND ADA UPDATES	\$ 114,735.00	pw1
325184	5/18/2023	230594	T-SHIRTS BY DESIGN	ORDER FOR BOYLE: T-SHIRTS, SHORTS.	\$ 1,178.30	medic
325077	5/18/2023	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 4/18-5/17/23	\$ 182.36	parks1
325079	5/18/2023	304 713 4234 2	CASCADE NATURAL GAS CORP.	607 R AVE SERVICE DATES 4/18-5/17/23	\$ 15.17	parks1
324977	5/18/2023	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 4/18 - 5/17/23	\$ 304.07	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
325076	5/18/2023	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 4/18-5/17/23	\$ 41.93	parks1
325071	5/18/2023	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B 4/18-5/17/23	\$ 20.55	parks1
325182	5/18/2023	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 4/18-5/17/23	\$ 160.11	medic
324983	5/18/2023	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPS 4/18 - 5/17/23	\$ 619.01	dshop
324978	5/18/2023	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 4/18 - 5/17/23	\$ 735.94	finance
325203	5/18/2023	912 800 0000 0	CASCADE NATURAL GAS CORP.	MUSEUM 4/18-5/17/23	\$ 154.27	museum
325075	5/18/2023	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 4/18-5/17/23	\$ 59.52	parks1
324986	5/18/2023	989 800 0000 8	CASCADE NATURAL GAS CORP.	WWTP 4/18 - 5/17/23	\$ 15.52	dwwtp
325090	5/18/2023	INV-24232	IMAGE360	GRAPHICS VEH ERR2005	\$ 2,358.64	dshop
325201	5/18/2023	INV00015011	USA BLUE BOOK	HYDROCHLORIC ACID	\$ 15.32	dwwtp
325061	5/18/2023	PS-INV104772	WHITNEY EQUIPMENT CO INC	MAINTENANCE - PUMP STATIONS	\$ 110.96	dwwtp
325188	5/19/2023	1200524232	HDR ENGINEERING, INC	WASTEWATER TREATMENT PLANT OUTFALL - DESIGN - 11/10/22-5/6/23	\$ 2,538.00	pw1
325216	5/19/2023	7280040-00	TURF STAR WESTERN	INTERMITTENT SWITCH #706	\$ 96.65	dshop
324920	5/19/2023	APR2023	SKAGIT LAW GROUP, PLLC	PROSECUTION SERVICES APRIL 2023	\$ 6,700.00	attorney
325064	5/19/2023	P0002-65	QCC QUALITY CONTROLS CORP.	ON-CALL PROFESSIONAL SERVICES AT THE WTP - APRIL 2023	\$ 3,591.00	dwwtp
325186	5/20/2023	00005W5A83203	UNITED PARCEL SERVICE, INC	UPS SHIPPING; WEEK ENDING 5-20-23	\$ 11.54	apd
325381	5/20/2023	232135	LAKE SIDE INDUSTRIES, INC.	ACFL TRAIL SUPPLIES	\$ 315.02	parks1
325213	5/21/2023	76070850	INGRAM LIBRARY SERVICES, LLC	INGRAM CHILDREN'S BOOKS	\$ 712.93	publib
325212	5/21/2023	76070851	INGRAM LIBRARY SERVICES, LLC	INGRAM ADULT BOOKS	\$ 366.58	publib
325218	5/22/2023	0156280-IN	SWS EQUIPMENT	SKID 7000 - #304	\$ 2,804.65	dshop
325258	5/22/2023	1992120	MILES SAND & GRAVEL CO.	5/8" CSTC -S STREET DEPT	\$ 391.68	dshop
325199	5/22/2023	223231	BLYTHE MECHANICAL, INC	WTP AIR HANDLER REPAIRS	\$ 2,746.56	dwwtp
325083	5/22/2023	50775	VALLEY ATHLETICS	PARKS BALL FIELD MAINTENANCE SUPPLIES	\$ 1,952.62	parks1
325191	5/22/2023	51170220	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 5,146.10	dwwtp
325376	5/22/2023	51434	SCRAP-IT	SCRAP RV DISPOSAL	\$ 1,770.13	dshop
325197	5/22/2023	GC0010786	CODE PUBLISHING, LLC	CODIFICATION SERVICES	\$ 1,199.52	legal
325257	5/22/2023	LAU-WA-G885-23	DEPARTMENT OF ECOLOGY	WTP LAB ACCREDITATION RENEWAL FEE 5/3/23-5/1/24	\$ 300.00	dwwtp
324984	5/22/2023	MAR 23 SPLMTL	SKAGIT LAW GROUP, PLLC	PROSECUTION SERVICES - MARCH 2023	\$ 2,172.50	attorney
324985	5/23/2023	19231	CENTRAL PRESS & DESIGN INC	UB BLANK DOOR HANGERS - FOR SHUTOFFS	\$ 208.50	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
325357	5/23/2023	9332265530	GRAYBAR ELECTRIC COMPANY, INC	INTERIOR WALLBOXES	\$ 2,152.88	fiber
325296	5/23/2023	INV00010972	OPENGOV, INC	CARTEGRAPH SOLUTIONS/SUBSCRIPTION AGREEMENT - WWTP DOMAIN - 4/21/23-1/20/24	\$ 45,531.57	pw1
325187	5/23/2023	Pay App 2	RAW LAND CONSTRUCTION LLC	2023 WATERLINE REPLACEMENTS	\$ 161,055.55	pw1
325210	5/23/2023	WA33-00942044	MOTION INDUSTRIES, INC	MAINTENANCE SUPPLIES - INCINERATOR BARSCREEN	\$ 85.51	dwwtp
325380	5/24/2023	0002960	FERGUSON ENTERPRISES, INC	WATER METER INVENTORY	\$ 3,798.86	wdist
325297	5/24/2023	19233	TRANSPORTATION SOLUTIONS INC	32ND AND M INTERSECTION - DESIGN - 4/16/23-5/15/23	\$ 5,674.63	pw1
325302	5/25/2023	113052	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 590.15	finance
325300	5/25/2023	113054	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 129.00	dshop
325375	5/25/2023	230627	T-SHIRTS BY DESIGN	REC PROGRAM SUPPLIES	\$ 685.44	parks1
325298	5/25/2023	JZ1787	WASHINGTON STATE DEPARTMENT	PERMIT UF-NW-2021-120AM01 FEE	\$ 500.00	dwwtp
325379	5/25/2023	S840841	CORE & MAIN LP	TAPPING SLEEVES	\$ 7,582.30	wdist
325378	5/26/2023	026P44802	DOBBS PETERBILT - MARYSVILLE	SEAT BELT #513	\$ 354.26	dshop
325370	5/26/2023	23-14679	EDGE ANALYTICAL, INC	LAB TESTING - WEEK 1 S02 ENGINEERING TESTING	\$ 173.40	dwwtp
325369	5/26/2023	23-14712	EDGE ANALYTICAL, INC	LAB TESTING - S02 ENGINEERING TESTING	\$ 1,213.80	dwwtp
325382	5/26/2023	S935103	CORE & MAIN LP	TAPPING SLEEVES	\$ 1,190.33	wdist
325368	5/30/2023	19234	CENTRAL PRESS & DESIGN INC	UB BLANK DOOR HANGERS - FOR SHUTOFFS	\$ 279.00	finance
325372	5/30/2023	23-13776	EDGE ANALYTICAL, INC	LAB TESTING - EFFLUENT NUTRIENTS MONTHLY	\$ 125.80	dwwtp
325371	5/30/2023	23-13874	EDGE ANALYTICAL, INC	LAB TESTING - INFLUENT NITROGEN MONTHLY	\$ 67.15	dwwtp
325377	5/30/2023	230630	T-SHIRTS BY DESIGN	REC PROGRAM SUPPLIES	\$ 554.88	parks1
325365	5/30/2023	MAY 2023	KORTERUD, WAYNE D	MAY 2023 - PUBLIC DEFENDER SCREENING	\$ 415.00	court
325373	5/30/2023	RefundHassett	HASSETT, MELISSA	WA PARK CAMPING REFUND	\$ 116.00	parks1
	Total				\$ 637,636.64	



City Council Agenda Bill

Meeting Date: June 5,
2023

Agenda Item: 6.d.

Agenda Item Title: Street Fair Application: Free Movie Night on Kingsway

Staff Contact(s): Stephanie Snyder

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

Stephanie Snyder
John Coleman

Motion

Item Summary: Application Summary:

"Free Movie Night on Kingsway" is a free, outdoor, family-friendly (PG) movie night to be held on Saturday, August 26, 2023. This will be the 3rd year of the event with 2021 being the inaugural year.

We, again, propose closing the cul-de-sac in front of my house at 5408 Kingsway in the Skyline neighborhood to vehicle traffic so that people can use the area for seating. The seating area and provided bathroom facilities will be wheelchair accessible. It will be a "bring-your-own-seat-and-movie-snack-event".

It will be completely free and open to the public. Residents of the Skyline neighborhood may gather in advance of the movie to visit.

The movie starts at 9pm and will end by 11:30pm. Trivia on the big screen begins at 8pm. The entire event will be cleaned up by 11:59pm.

The movie selection this year is "The Princess Bride".

Only one movie will be shown. The movie will be projected on a 10' x 16' inflatable movie screen. A multimedia projector and high-quality speakers make for a very enjoyable viewing experience.

Each of the first two years of this event has been very successful. It has grown from 30 or so guests the first year to about 60 last year. There are no issues, no problems; just very happy attendees.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Movie Night on Kingsway



Street Fair Application Processing

Administrator adds this event to the City Council agenda, creates the agenda bill, downloads the reviewed application and any attachments using the link in the email, and uploads those attachments in CivicClerk to go into the City Council packet.

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

Application

Application Date *

4/12/2023

Event Name *

Free Movie Night On Kingsway

Mailing Address *

5408 Kingsway

Event Contact Email *

david.schmelke@gmail.com

Applicant/Organization Name *

David Schmelke

Event Contact Person *

David Schmelke

Event Contact Phone *

(206) 745-2046

Event Website

www.FreeMovieNightOnKingsway.com

Estimated Number of Participants/Attendees *

100

Event Description *

"Free Movie Night on Kingsway" is a free, outdoor, family-friendly (PG) movie night to be held on Saturday, August 26, 2023. This will be the 3rd year of the event with 2021 being the inaugural year.

We, again, propose to close the cul-de-sac in front of my house at 5408 Kingsway in the Skyline neighborhood to vehicle traffic so that people can use the area for seating. The seating area and provided bathroom facilities will be wheelchair accessible. It will be a "bring-your-own-seat-and-movie-snack-event".

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The movie selection this year is "The Princess Bride".

Only one movie will be shown. Movie will be projected on a 10' x 16' inflatable movie screen. A multimedia projector and high-quality speakers make for a very enjoyable viewing experience.

Each of the first two years of this event have been very successful. It has grown from 30 or so guests the first year to about 60 last year. There have no issues, no problems; just very happy attendees.

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 *

8/26/2023

Time Event Starts *

8:00:00 PM

Date Event Ends *

8/26/2023

Time Event Ends *

11:59:00 PM

Date Street Closure Starts *

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

8/26/2023

Time Street Closure Starts *

10:00:00 AM

Date Street Closure Ends *

8/26/2023

Time Street Closure Ends *

11:59:00 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.

The proposed location is the same as the last two years, the cul-de-sac directly in front of my house at 5408 Kingsway. Map attached entitled FMNOK Location Map. Proposed location marked on map with red star. Red line on map indicates proposed road closure.

Parking Location

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

Most of the participants are expected to again be local residents within walking distance. However, there is typically plenty of parking available up and down Kingsway without blocking anyone's driveway or causing any congestion.

Event Map (optional)

Upload one or more maps of the event

[FMNOK Location Map.jpg](#)

224.63KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[FMNOK Indem May 06, 2022.pdf](#) 300.1KB

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

DAVID SCHMELKE

Admin Review

Council Meeting Date *

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

5/8/2023

Staff Review Deadline *

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

5/1/2023

Administrator comments and conditions of approval

Please approve Free Movie Night Kingsway

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:

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 *

None

Police Department will provide the following services for this event:

regular police patrols

Police Department concerns, objections, or conditions of approval *

None

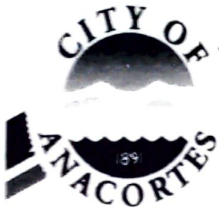
Public Works Department will provide the following services for this event:

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.



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.

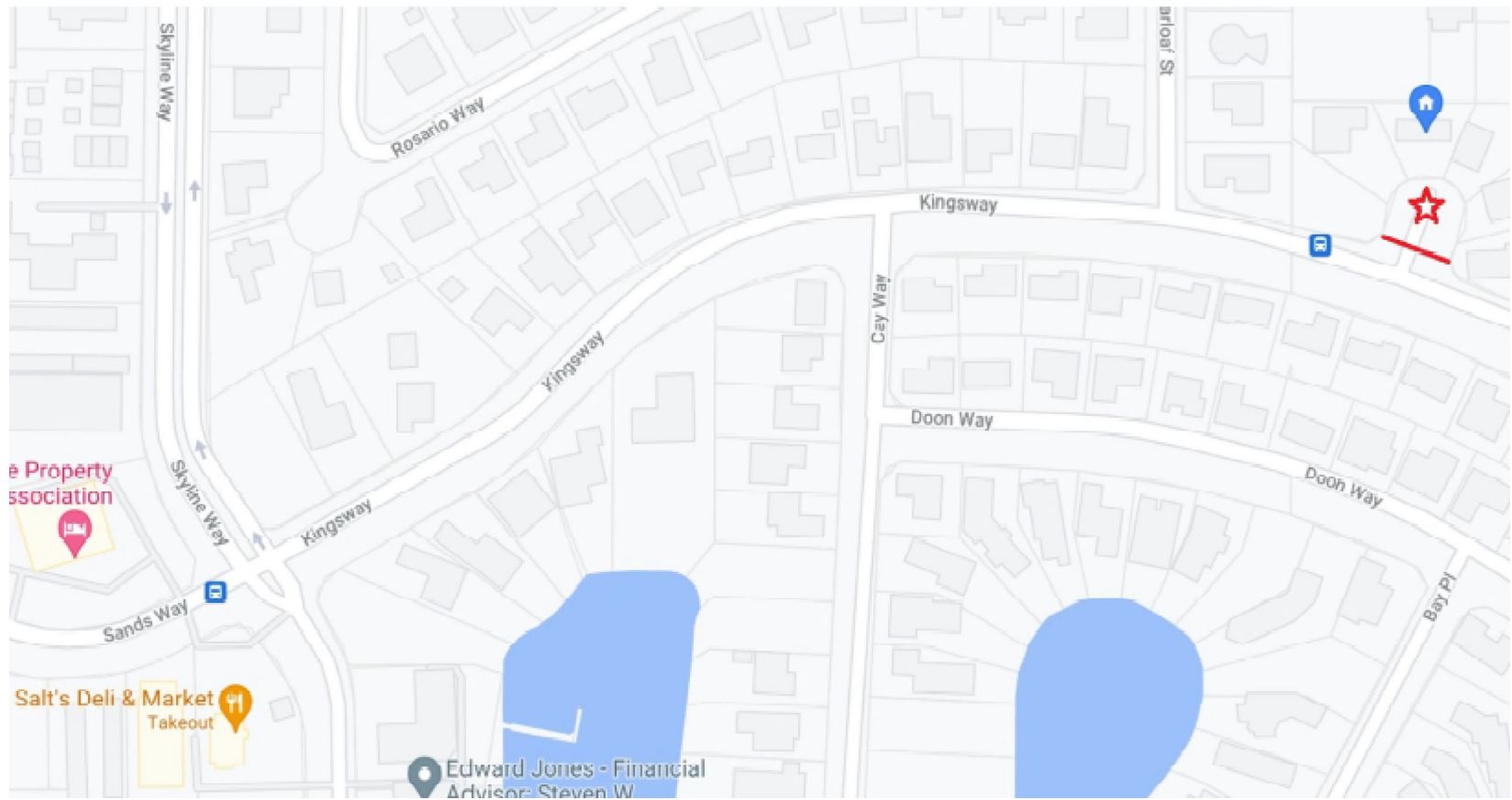
Date: 5/6/22

DAVID SCHMELKE
Name and Title – Printed

[Signature]
Signature

Name and Title – Printed

Signature





City Council Agenda Bill

Meeting Date: June 5,
2023

Agenda Item: 6.e.

Agenda Item Title: Street Fair Application: Anacortes Arts Festival

Staff Contact(s): Stephanie Snyder

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

Stephanie Snyder
John Coleman

Motion

Item Summary: The Anacortes Arts Festival is a three-day event that began in 1962. Activities include 275 artist booths, a fine art show, three stages of entertainment, a youth area, food vendors and three beer gardens. Guests come from Anacortes, Washington State, throughout the country and some international visitors.

Budget Impact:

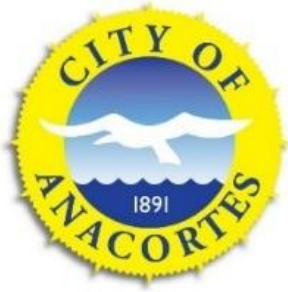
Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. City Council Packet AAF Street Fair



Street Fair Application Processing

Administrator adds this event to the City Council agenda, creates the agenda bill, downloads the reviewed application and any attachments using the link in the email, and uploads those attachments in CivicClerk to go into the City Council packet.

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

Application

Application Date *

4/16/2023

Event Name *

Anacortes Arts Festival

Applicant/Organization Name *

Anacortes Arts Festival

Mailing Address *

505 O Avenue

Event Contact Person *

Meredith McIlmoyle

Event Contact Email *

aafdirector@anacortesartsfestival.com

Event Contact Phone *

(360) 708-4416

Event Website

www.anacortesartsfestival.com

Estimated Number of Participants/Attendees *

80,000

Event Description *

The Anacortes Arts Festival is a three-day event that began in 1962. Activities include 275 artist booths, a fine art show, three stages of entertainment, a youth area, food vendors and three beer gardens. Guests come from Anacortes, Washington State, throughout the country and some international visitors.

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 *

8/4/2023

Time Event Starts *

10:00:00 AM

Date Event Ends *

8/6/2023

Time Event Ends *

6:00:00 PM

Date Street Closure Starts *

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

8/3/2023

Time Street Closure Starts *

4:00:00 PM

Date Street Closure Ends *

8/6/2023

Time Street Closure Ends *

11:59:00 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.

Commercial Avenue from 11th Street to 1st Street.
All Side Streets in those blocks from O to Q Avenue
There are 10x10 tents all along Commercial Avenue, a stage and larger tents at 10th & Commercial and 3rd & Commercial.
We use the Port Transit Shed and dock for event activities.

Parking Location

List any public parking areas that the event requests to use for dedicated event parking, including handicapped parking.
Public uses street parking.
Handicapped parking in the two City of Anacortes employee / fleet lots.

Event Map (optional)

Upload one or more maps of the event

[2023 Mockup Map.jpg](#) 5.44MB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[City Indemnification.jpg](#) 4.5MB

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

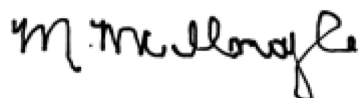
By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a

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



Admin Review

Council Meeting Date *

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

6/5/2023

Staff Review Deadline *

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

5/1/2023

Administrator comments and conditions of approval

Please approve Anacortes Arts Festival

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:

Pre-event inspection.

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 *

None

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:

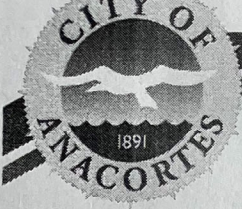
Arts Festival representative will order dumpsters before event and Solid Waste staff will deliver and service dumpsters as requested.

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.



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.

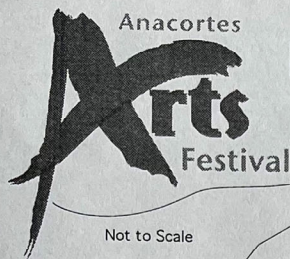
Date: 4/16/23

Meredith McIlmoyle
Name and Title – Printed
Executive Director

M-McIlmoyle
Signature

Name and Title – Printed

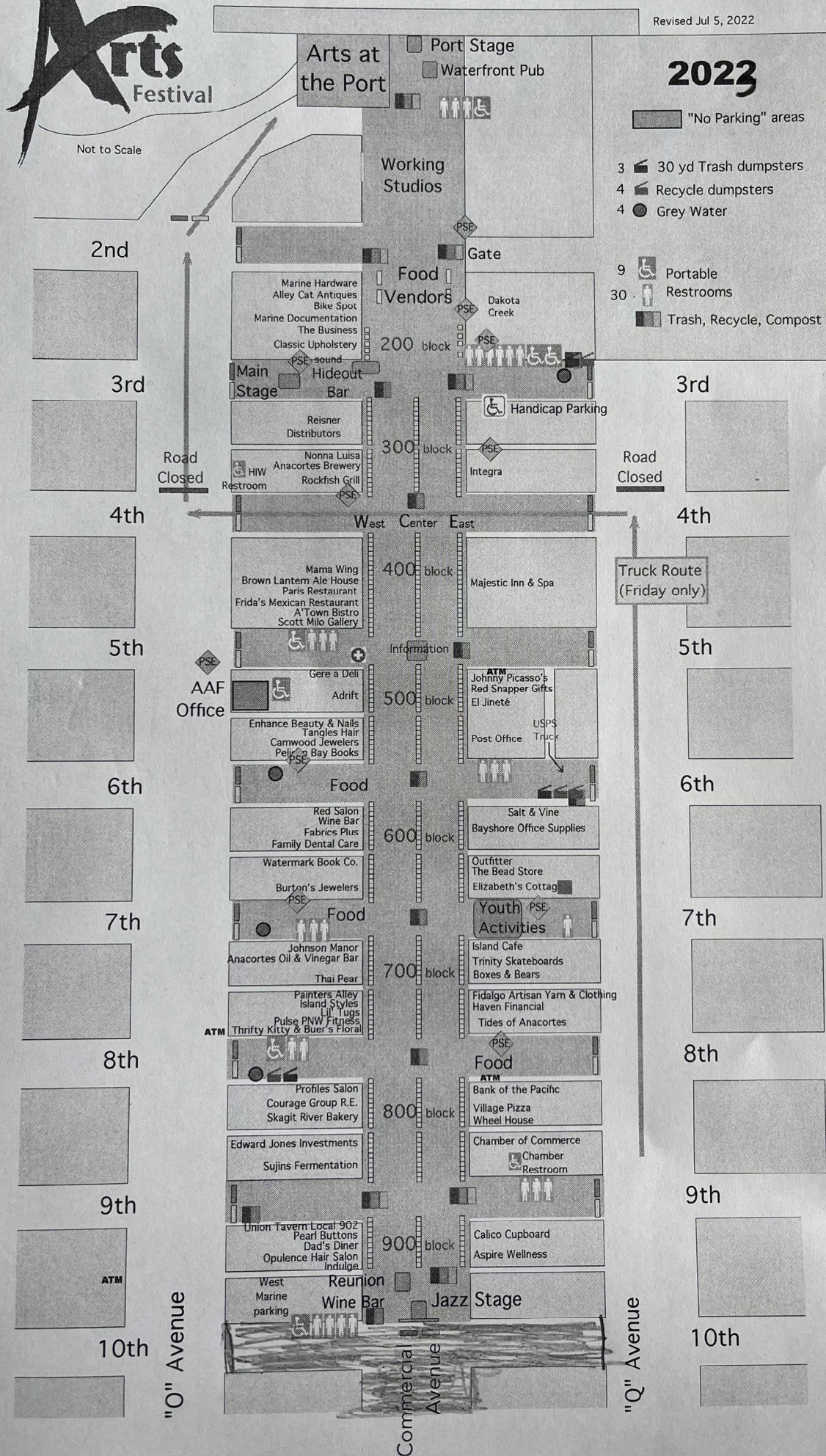
Signature



Anacortes

Guemes Channel

Revised Jul 5, 2022





City Council Agenda Bill

Meeting Date: June 5,
2023

Agenda Item: 7.a.

Agenda Item Title: Western Washington University Student Presentation:
Recommended Comprehensive Plan Draft Amendments

Staff Contact(s): John Coleman

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Presentation
John Coleman	

Item Summary: The Planning, Community, and Economic Development department has been working with a group of students at Western Washington University on draft amendments to the Comprehensive Plan to address climate change and environmental justice as part of a class project. This is not an action item. The draft recommendations are not being proposed to be included in the Comprehensive Plan at this time. However, the city can choose to adopt the recommendations as part of the 2024-25 Comprehensive Plan updates. In 2023, the State Legislature passed HB 1181 which requires cities to address climate change and resiliency; the students' recommendations can be useful as the city addresses the requirements of HB 1181 in the near future. The students have completed their work and would like to present their recommendations, including suggested goals and policies that the city could consider putting into the Comprehensive Plan.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. WWU Course Project_Climate Change Policy Updates_Skagit County GMATAC
2. 20230605 WWU Anacortes Update PPT



To: Skagit County Council of Governments' Growth Management Act Technical Advisory Committee (GMATAC)

From: Dr. Tammi Laninga (Urban and Environmental Planning & Policy Department) and Jaimie Baxter (WWU's Sustainable Communities Partnership)

Date: March 2, 2023

Subject: Climate Change Policy Project Proposal for Skagit County

Introduction

Western Washington University's (WWU) [Urban and Environmental Planning & Policy](#) (UEPP) department provides undergraduate and graduate-level students with applied research and community engagement opportunities to best prepare students for rewarding professional planning and policy careers. WWU's [Sustainable Communities Partnership](#) program is dedicated to connecting faculty and students to community partners and local climate resilience projects.

This upcoming spring quarter (March 29th – June 9th 2023), Dr. Tammi Laninga will be teaching UEPP 374: Land Use Regulations and Technical Writing. This course examines the basic tools used to regulate the development and redevelopment of land and is centered around an applied group project. Students in the UEPP 374 previously partnered with the City and County Planners in the Methow Valley and Whatcom County to develop climate change policies for comprehensive plans to fulfill their group project requirement.

For this spring quarter, Dr. Tammi Laninga and WWU's Sustainable Communities Partnership program are interested in developing similar climate change policy updates for Skagit County cities and towns. Additionally, the Sustainable Communities Partnership program has funding to support the UEPP 374 course projects this year and can offset costs related to this project (e.g., project materials, student travel costs, and printing).

Brief Project Overview

The projects in the UEPP 374 course are directly aligned with the state-wide interest in adopting climate change policies into local plans. As you are likely aware, the state legislature has asked the Washington Department of Commerce to undertake a "multiyear project that would develop guidance for counties and cities to address climate change issues within their comprehensive plans. The guidance will focus on mitigation (greenhouse gas reduction) and resilience (preparation for adverse effects from climate change)." Therefore, project teams will

consider mitigation measures (e.g., policies that would reduce greenhouse gas emissions) and adaptation strategies (e.g., requiring fire-resistant siding on new construction) that could be incorporated into comprehensive plans.

The number of teams in the UEPP 374 course depends on the number of enrolled students. However, there are typically between five and six student teams per quarter. In the past, each team has partnered with a specific city or town, therefore, we are hoping to find with five or six interested partners in Skagit County work with this spring. Student teams meet with partners approximately three times per quarter – at the very beginning of the quarter for introductions and context, in the middle of the quarter to ensure relevancy and accuracy, and at the end of the quarter for final presentations. Their final recommendations are provided in a final presentation and in a report format. You can see examples from the Methow Valley and Whatcom County projects in the PDF files attached to this memo.

We are grateful for the opportunity to present to the Skagit County Council of Governments' Growth Management Act Technical Advisory Committee at the next meeting on Thursday, March 9th. We hope you will consider participating in this project with current WWU students and future planners. Please reach out with any questions!

Thank you,

Dr. Tammi Laninga, AICP

Associate Professor

[Urban and Environmental Planning & Policy](#)

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laningt@wwu.edu | [360-650-2814](tel:360-650-2814) | [Message me on Teams](#)

and

Jaimie Baxter

SCP GA Coordinator

[Sustainable Communities Partnership](#)

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SCP@wwu.edu | [360-650-7904](tel:360-650-7904) | [360-650-7748](tel:360-650-7748)



Proposed Anacortes Comprehensive Plan Updates

Anacortes City Council Presentation
June 5, 2023 | WWU

Mars Sweeney, Nicole Laudisio, Isaac Miller, Marie Langer, and Pierce Bock
Advised by Dr. Tammi Laninga

Outline

- Overview of forecasted climate impacts
- Recommendations for each chapter of the comprehensive plan

1. Land Use

2. Housing

3. Economic Development

4. Environmental Conservation

5. Parks, Recreation, and Open Spaces

6. Transportation

7. Capital Facilities

8. Utilities

Forecasted Impacts of Climate Change

- Drought
- Heat waves
- Severe storms
- Flooding
- Changes in ecosystem structure
- Wildfires
- Sea level rise

(Skagit Climate Consortium 2015)

Land Use

Proposed: Goal LU-12

Regulate off-street parking to address parking demand in ways that reduce reliance on automobiles, improve public health and safety, reduce greenhouse gas emissions, lower construction costs to reduce the cost of housing and increase affordable housing, create attractive and walkable environments, and promote economic development throughout the city (Seattle Comprehensive Plan)

- **Policy 12.1:** Achieve greater parking efficiency by allowing fewer parking spaces per business when several businesses share customer parking, thereby enabling customers to park once and walk to numerous businesses.
- **Policy 12.2:** Discourage the development of major stand-alone park-and-ride facilities within Anacortes. Park-and-ride locations could be
 - at the terminus of a major regional transit system,
 - where opportunities exist for shared parking, or
 - where alternatives to automobile use are particularly inadequate or cannot be provided in a cost-effective manner.



Housing



Proposed: Goal H-7 Promote/implement sustainable (climate oriented) development

-Goal: Develop and implement regulations creating green energy & sustainability standards that must be met for new homes/buildings to be built

-**Policy 7.1:** Encourage (climate change oriented) innovation in residential design, construction, and technology (Policy H 4.2 from housing chapter of seattle's comp plan 2016)

-**Policy 7.2:** Implement regulations to conserve water, energy, and materials; reduce greenhouse gas emissions; and otherwise limit environmental and health impacts. (Policy H 4.2 from housing chapter of Seattle's Comp Plan 2016)

-**Policy 7.3:** Consider using sustainability rating systems when designing housing developments and neighborhoods (Bellingham comp plan housing chapter policy H-42)

ex.) NYC Building Energy Efficiency Ratings System - Energy Star Score

Economic Development



Add to Goal ED-1: Balanced Economy

- Policy ED-1.15 - Encourage the use of LCA (Life Cycle Assessment) tools when analyzing economic development prospects to provide a fuller dimension and analysis of the long-term social and environmental costs and benefits of projects. (APA Climate Change Policy Guide: Resilient Economy D.1.5)

Add to Goal ED-2: Retail & Commercial

- Policy ED-2.15 - State and local governments, metropolitan planning organizations, and other regional and local agencies should pursue a policy of intentional densification of urban places with good multimodal connections among mixed-use commercial, low-impact employment, and diverse housing areas. (APA Climate Change Policy Guide: Resilient Economy D.1.4)

Add to Goal ED-6: Provide Education & Training

- Policy ED 6.5 - Support job training for green-collar jobs and the equitable transition to renewable energy and a sustainable economy. Use comprehensive planning to designate suitable areas for small, innovative green businesses. Shift economic development and workforce training programs to promote local jobs in sustainable businesses. (APA Climate Change Policy Guide Resilient Economy D.2.1)

Environment & Conservation



Add to Goal EC-2: Marine Waters & Shorelines

- Policy EC 2.7 - **Promote solutions that use natural systems, mimic natural processes, or work synergistically with traditional approaches to protect our floodplains and watersheds.**

Add to Goal EC-8: Sustainability

- Policy EC 8.13 - **Require a bi-annual emissions report to allow the city to track emissions improvement**

Goal EC-12. Food security ~~Promote~~ **Create** a resilient local food system.

- 4/5 policies begin with *Support*. Strengthen this goal by altering language to be more specific and actionable.

Parks, Recreation, & Open Spaces



Add to Goal PR-1: Park & Recreational Facilities

- Policy PR 1.11 (or updated PR1.1) - Continue to expand the City's park holdings and open space opportunities, with special emphasis on serving urban centers and urban villages that are home to marginalized populations and areas that have been traditionally underserved. (Policy 1.1 parks & open space chapter - Seattle comp plan 2022)

Add to goal PR-4: Community Engagement

- Policy PR 4.6 - Provide supplementary emphasis on supplying information for typically underrepresented or disadvantaged communities regarding community events, etc.

Add to goal PR-7: Environmental Stewardship

- Policy PR 7.12 - Identify/implement solutions & strategies for coastal flood protection, where feasible and practicable, to manage the impacts of coastal storm surge and high tide flooding (NYC Comprehensive Waterfront Plan)

Transportation



Add to Policy T-2.20. “Incorporate pedestrian and bicycle accommodations into all new construction (complete streets) as appropriate.”

“Retrofit all local roadway to have bicycle and pedestrian infrastructure” (Department of Commerce)

Policy T-4.1. “Foster a less polluting system that reduces the negative effects of transportation infrastructure and operation on air quality, the climate, and also the natural environment including the use of techniques to reduce pollutants in storm drains.”

“Incorporate hydrologic climate impacts into the design of the design of water-crossing structure for fish passage and habitat quality.” (Department of Commerce)

Policy T-4.2. “Seek the development and implementation of transportation modes and technologies that are energy efficient and improve system performance.”

“Ensure that the infrastructure is improving and able to withstand and recover from extreme weather event that are worsened from climate change. Design and site new and expanded roads and railroads to have the least possible adverse effect on the shoreline, account for sea-level rise projections.” (Department of Commerce)

Transportation

Add to Policy T-2.11:

Support the development of a non-motorized transportation network of shoulders, sidewalks, trails, footpaths, and bikeways that connect neighborhoods with schools, green spaces, urban services, and neighboring communities in Anacortes and surrounding regional routes. (City of Bainbridge Island, 2016).

- A. Policy: Develop a non-motorized trail system off public roads to promote multimodal and active transportation and to connect all parts of Anacortes with the surrounding community.
- B. Policy: Create a locally coordinated system of bikeways and walkways to serve the designated centers and transportation centers. This will increase safety around non-motorized transportation and encourage various transportation methods (Snohomish, 2016).
- C. Policy: Promote connectivity between pedestrian and bicycle routes within Anacortes to enhance non-motorized transportation modes.
- D. Policy: The City will work with Skagit County and other partners to establish and/or expand pedestrian and bicycle trails that connect Anacortes with destinations throughout Skagit County.
- E. Policy: Promote the coordination of a walking and non-motorized map which identifies areas of interest within the City (City of Bainbridge Island, 2016).
- F. Policy: Provide adequate street lighting, safety features, and equipment to promote the use of sidewalks and bike trails (City of Bainbridge Island, 2016).
- G. Policy: Develop a connectivity plan for neighborhoods and the city center so that as development occurs, non-motorized route connectivity and circulation are maintained (Bainbridge Island, 2016).

Capital Facilities



Add to Goal CF-1, Support Existing Development and Future Growth

Policy CF-1.12 - **Develop a green streets toolbox. Plan for future roads to include permeable surfaces, bike lanes, sidewalks, wheelchair-accessible curb dips, and road verges.** (APA Climate Change Policy Guide 2020)

Add to Goal CF-1, Support Existing Development and Future Growth

Policy CF-1.13 - **Protect culturally significant coastal buildings and infrastructure through shoreline hardening and/or building elevation and floodproofing.** (Lummi Nation Climate Adaptation & Mitigation Plan, Section 5.5.2.3)

Add to Goal CF-3, Correct Deficiencies

Policy CF-3.4 - **“Establish and maintain government-to-government relations with Native American tribes for the preservation of archaeological sites and traditional cultural properties that are vulnerable to climate impacts”** (Department of Commerce)

Utilities



Add to Goal U-2, Sustainable Utility Infrastructure

Policy U-2.9 - Monitor emissions from utility providers. Use this data to inform emission totals and targets. (Department of Commerce 2023)

Add to Goal U-2, Sustainable Utility Infrastructure

Policy U-2.10 - **Develop design standards that require consideration of resilience in utility systems.**
(APA Climate Change Policy Guide 2020)

Add to Goal U-8, Sustainable Water Policy

Policy U-8.9 - “Evaluate the long-term adequacy of water delivery infrastructure to ensure that changes in hydrological patterns (e.g., increases in flooding frequency or reduction of late-summer water availability associated with climate change) can be anticipated and managed effectively.” (Department of Commerce)

Feedback

- Any questions or comments?
 - Sections/policies you like or dislike
 - Issues we could address better
 - Have any of these options already been considered?

Sources used:

American Planning Association. (2020). *Climate Change Policy Guide*.

<https://www.planning.org/publications/document/9210766/>

City of Seattle. (2016) *Comprehensive Plan* [CouncilAdopted2022FullPlan.pdf \(seattle.gov\)](#)

City of Bellingham (2016) *Comprehensive Plan* [2016 Comprehensive Plan - Full Version \(cob.org\)](#)

Skagit Climate Science Consortium. (2015). *Skagit Impacts Overview*. <http://www.skagitclimatescience.org/skagit-impacts-overview/>

Washington State Department of Commerce. (2023). *Climate Element Planning Guidance*.

<https://deptofcommerce.app.box.com/s/bfxuex8uvupyeh7hsfdnlhkpduqgg1cj>



City Council Agenda Bill

Meeting Date: June 5,
2023

Agenda Item: 7.b.

Agenda Item Title: Alternative Response Team

Staff Contact(s): Bill Harris

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

Item Summary: Presentation from City of Anacortes and Anacortes Family Center staff on the state of the Alternative Response Team, including details on team organization, past successes, and current and future funding options.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. 20230605 ART City Council Presentation



Program Update

Community Paramedic/ Alternative Response Team

Community Paramedic Program

Implemented July 1, 2021

Goal: Reduce 911 calls, ED visits, and improve quality of life for vulnerable community members.

Funded in partnership with Island Health

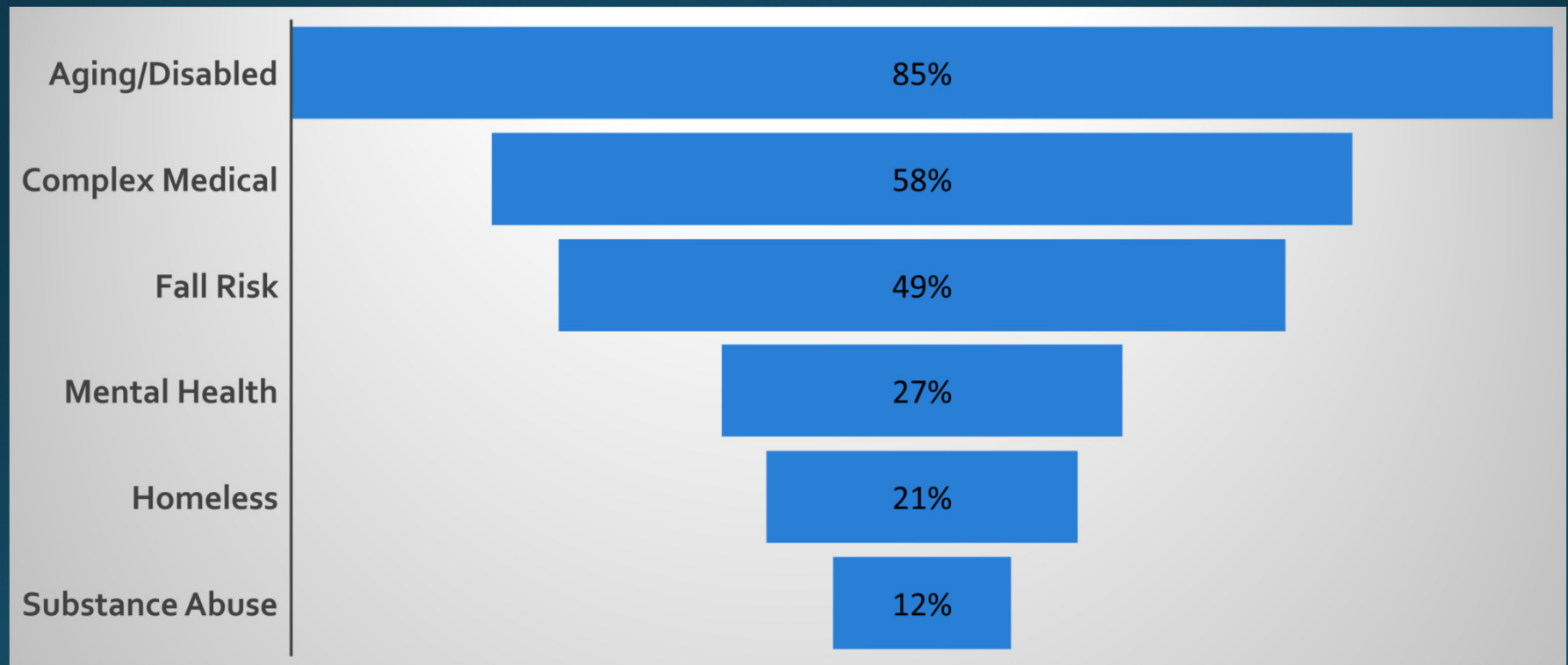
86 Patients enrolled since launch

27 Patients 2023 YTD

Patient Categories

PROBLEM CATEGORIES	PATIENTS	%
Aging/Disabled	73	85%
Complex Medical	50	58%
Fall Risk	42	49%
Mental Health	23	27%
Homeless	18	21%
Substance Abuse	10	12%

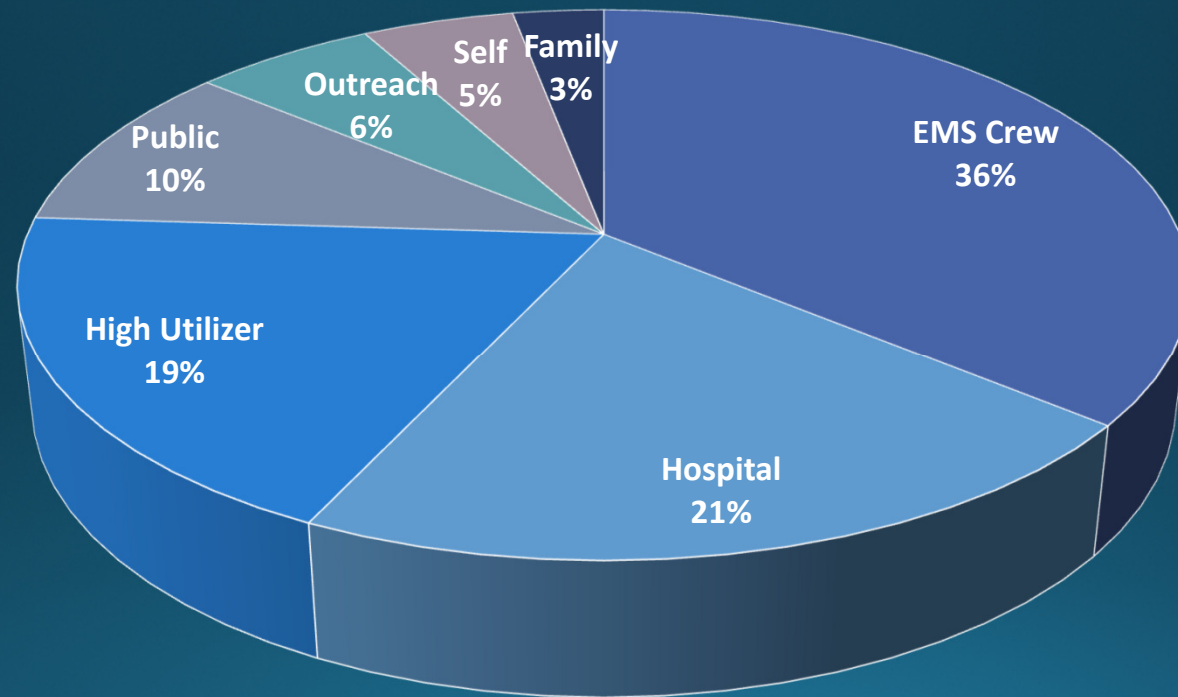
Patient Categories



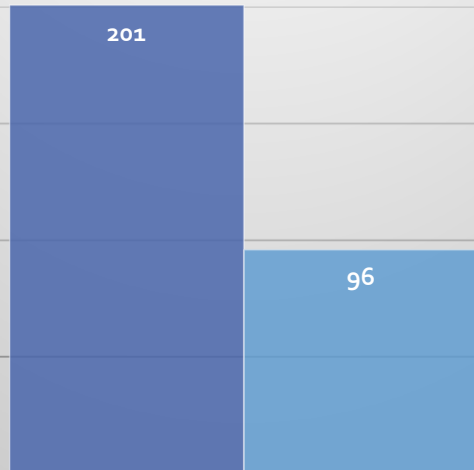
Referral Sources

ENTRY POINT	PATIENTS	%
EMS Crew	31	36%
Hospital	18	21%
High Utilizer	16	19%
Public	9	10%
Outreach	5	6%
Self	4	5%
Family	3	3%

Referral Sources

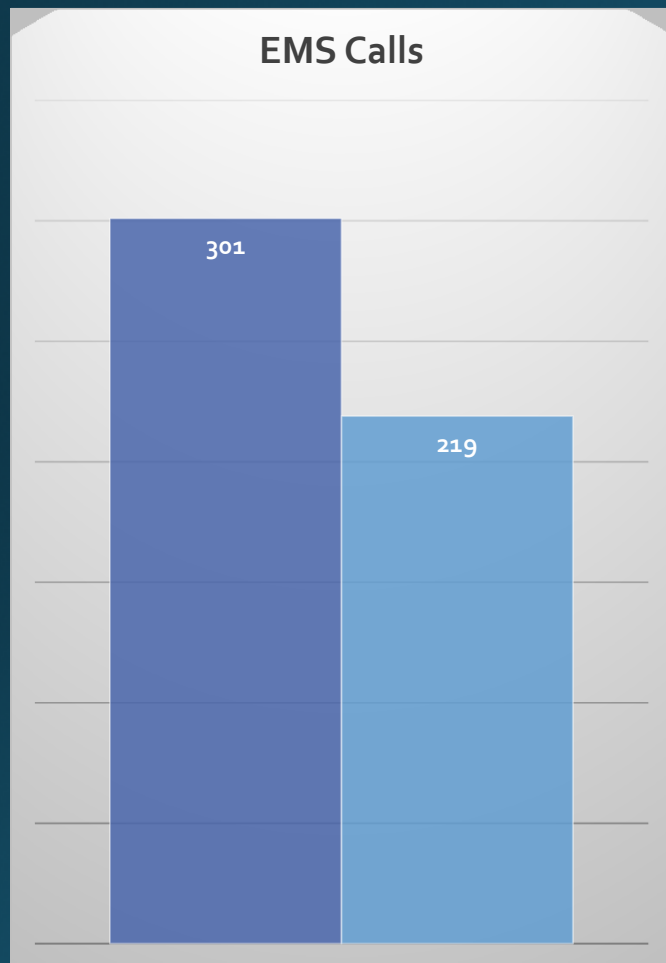


EMS Calls



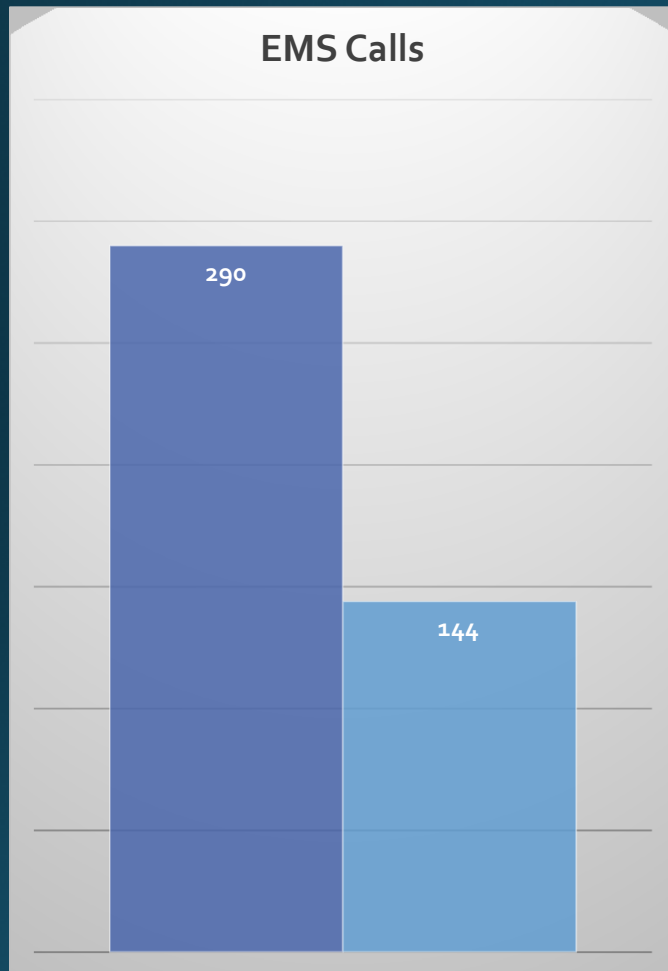
EMS Call Reduction

- 2022: 42 Patients Enrolled
 - Calls prior to enrollment: 201
 - Calls after enrollment: 96
- 52% Reduction



EMS Call Reduction

- Since launch: 86 Patients Enrolled
 - Calls prior to enrollment: 301
 - Calls after enrollment: 219
- 27% Reduction
- One outlier with high call volume.



EMS Call Reduction

- Since launch: 8685 Patients Enrolled
 - Calls prior to enrollment: 301290
 - Calls after enrollment: 219144
- ~~27%~~ 50% Reduction



The Anacortes
Family Center



Alternative Response Team

Alternative Response Team

Formed Jan 2023

Funded through AWC grant

Partnership with:

- Anacortes Fire Department
- Anacortes Police Department
- Anacortes Family Center

Alternative Response Team

- 88 Distinct clients served
 - Housing
 - Substance Use
 - Behavioral Health
 - Health Care
 - Other support: gas cards, bus passes, clothing, laundry vouchers, ferry tickets.

Alternative Response Team



Community outreach



Case management



Substance use/behavioral
health assessment and
counseling



Community Paramedic
visits

Meet the team!

Alternative Response Team



City Council Agenda Bill

Meeting Date: June 5,
2023

Agenda Item: 7.c.

Agenda Item Title: Contract Award: 2023 Asphalt Prelevel Chip Seal Preparation Project #23-140-TRN-002

Staff Contact(s): Henry Hash, TIM HOHMANN

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Jordan Boggs	Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$586,540.00 to JB Asphalt Paving to perform the 2023 Asphalt Prelevel Chip Seal Preparation Project. The project provides for improvements within the right-of-way for the following streets consisting of the preparation and placement of asphalt to pre-level the roads for chip sealing, and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

The project includes the following streets:

- Q Avenue including 22nd Street to 35th Street bounded by R Avenue & Commercial Ave
- O Avenue including 34th Street to 36th Street bounded by M Avenue & Commercial Ave
- N Avenue from 36th Street to Longview Avenue
- 37th Street from N Ave to M Ave
- Longview Avenue from N Ave to Commercial Ave
- Fidalgo Bay Road and South Fidalgo Bay Road

Background:

1. History: These roadways were selected for the Asphalt Prelevel Chip Seal Preparation Project to provide the base for the Chip Seal Project, furthering the City Pavement Management Plan. The Pavement Condition Index (PCI) ratings along this corridor range from 74 to 7. The project will include pavement repairs, pre-leveling of the repaired existing asphalt road, and adjusting the iron utilities within the road.. The Access Fiber system is currently active aerially in most of these corridors. Most of the roads throughout this project utilize a system of storm swales to drain street surface flows and the resurfacing allows the opportunity to enhance and improve the existing drainage. The Q avenue corridor is prime for development via the Comprehensive Plan

in the next 10 years and this project repairs, maintains, and improves this corridor. While still incorporating the City Pavement Management Plan and increasing the PCI, these roads can be reevaluated at a later date for similar resurfacing with chip seal. A major benefit of the chip seal portion of the Pavement Management Plan is the cost. Estimates show that chip seal is approximately 25-30% the cost of an asphalt overlay project. The funding for this project is from the pavement fund which is earmarked with a 2.4 million pavement fund.

2. Key Terms:

- Contract is for a fixed price of \$586,540.00.
- Work shall start within Ten (10) Calendar days from the date of the Notice to Proceed, and Physical completion shall be achieved within Twenty (20) Working days after work commences.

3. Competitive Bidding: On May 11, 2023 the City [solicited bids](#) for the subject project and on May 25, 2023 a bid opening was conducted and 3 bids were received. JB Asphalt Paving was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was \$750,000.00. Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	JB Asphalt Paving
Contract Amount	\$586,540.00
Earmarked Funds	\$2,400,000.00
BARS #	104.720.542.30.41
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	20 working days

Previous Action: At the [5/22/23](#) meeting Council approved contract 23-140-TRN-001 with Doolittle Construction LLC to perform the 2023 Chip Seal Project.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-140-TRN-002 with JB Asphalt Paving in the amount of \$586,540.00 to perform the 2023 Asphalt Prelevel Chip Seal Preparation Project.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 23-140-TRN-002 ITB - Map
2. BID TAB RESULTS FOR 2023 Asphalt Prelevel Chip Seal Preparation

3. 23-140-TRN-002



2023 Chip Seal Streets



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



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Bid Tabulation - 2023 Asphalt Prelevel Chip Seal Preparation Project (23-140-TRN-002)				Low Bid Received From		2nd		3rd	
Bid Opening Date: May 25, 2023				JB ASPHALT PAVING		LAKESIDE INDUSTRIES, INC.		GRANITE CONSTRUCTION CO.	
Item No.	Qty	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LS	Mobilization	\$ 44,000.00	\$ 44,000.00	\$ 35,500.00	\$ 35,500.00	\$ 75,000.00	\$ 75,000.00
2	EST.	DOL	Force Account - Unanticipated Site Work	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
3	1	LS	SPCC Plan	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00
4	1	LS	Project Temporary Traffic Control	\$ 55,000.00	\$ 55,000.00	\$ 63,300.00	\$ 63,300.00	\$ 80,000.00	\$ 80,000.00
5	295	SY	Pavement Repair	\$ 40.00	\$ 11,800.00	\$ 38.00	\$ 11,210.00	\$ 90.00	\$ 26,550.00
6	50	TON	HMA CL. 1/2 In. PG58H-22 for Pavement Repair	\$ 250.00	\$ 12,500.00	\$ 305.00	\$ 15,250.00	\$ 350.00	\$ 17,500.00
7	3,600	TON	HMA CL. 1/2 In. PG58H-22 for Prelevel	\$ 111.00	\$ 399,600.00	\$ 124.50	\$ 448,200.00	\$ 143.00	\$ 514,800.00
8	EST.	DOL	Asphalt Cost Price Adjustment	\$ 1,190.00	\$ 1,190.00	\$ 1,190.00	\$ 1,190.00	\$ 1,190.00	\$ 1,190.00
9	14	EA	Adjust Manhole	\$ 1,200.00	\$ 16,800.00	\$ 1,150.00	\$ 16,100.00	\$ 725.00	\$ 10,150.00
10	26	EA	Adjust Valve Casing to Grade	\$ 450.00	\$ 11,700.00	\$ 625.00	\$ 16,250.00	\$ 250.00	\$ 6,500.00
11	6	EA	Adjust Monument Casing to Grade	\$ 800.00	\$ 4,800.00	\$ 625.00	\$ 3,750.00	\$ 75.00	\$ 450.00
12	1	LF	Adjust Sewer Cleanout	\$ 900.00	\$ 900.00	\$ 1,150.00	\$ 1,150.00	\$ 250.00	\$ 250.00
13	1	EA	Force Account - Adjust Force Main Vault to Grade	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
TOTAL BID					\$ 586,540.00		\$ 639,900.00		\$ 762,390.00



CONTRACT 23-140-TRN-002

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as “City”) and JB Asphalt, a private contractor at 22228 95th Place W, Edmonds, WA 98020 (herein after referred to as “Contractor”).

WITNESSETH:

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

I. WORK.

The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the construction of **2023 Asphalt Prelevel Chip Seal Preparation, Project No. 23-140-TRN-002** in accordance with and as described in the City of Anacortes document entitled “**Plans, Specifications, and Contract Documents – 2023 Asphalt Prelevel Chip Seal Preparation**” which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.

II. ENGINEER.

Unless otherwise specifically stated, the word “Engineer” shall be understood to mean the OWNER’S Project Manager or the OWNER’S authorized representative who will perform the Contract Administration and field inspection responsibilities.

III. CONTRACT TIMES AND LIQUIDATED DAMAGES.

A. Contract Times:

1. Unless modified by the proposal, work shall start within **Ten (10) Calendar** days from the date of the Notice to Proceed. Physical Completion as defined in section 1-08.5 of the Special Provisions shall be achieved within **Twenty (20) Working days** after the work commences. The Contract Time shall commence upon issuance of the Notice to Proceed.

B. Liquidated Damages:

1. If said work is not completed within the time specified for Physical Completion, the Contractor agrees to pay the Owner the sum specified in Section 1-08.9 of the Standard Specifications for each and every working day said work remains incomplete after expiration of the specified time, as liquidated damages.

IV. CONTRACT PRICE.

The OWNER, hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the plans and specifications contained in document entitled “**Plans, Specifications, and Contract Documents – 2023 Asphalt Prelevel Chip Seal Preparation**”, and the terms and conditions herein contained, and hereby the OWNER contracts to pay CONTRACTOR for completion of the Work and in accordance to the same and the attached bid schedule, which is included as an Exhibit to this Agreement based upon the Unit Prices shown. The total contract price is **Five Hundred Eighty-Six Thousand Five Hundred Forty Dollars (\$586,540.00)**.

A. Interest:

1. Moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

V. CONTRACTOR REPRESENTATIONS.

In order to induce OWNER to enter in this Agreement, CONTRACTOR'S representations are as set forth as follows:

- A. CONTRACTOR has familiarized him/herself with the nature and extent of the Contract Document, scope of Work, site conditions, locality, general nature of work to be performed by OWNER or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.
- B. CONTRACTOR has carefully studied and examined the supplement, referred to above, which pertain to the conditions (subsurface or physical) to or contiguous to the site which may affect cost, progress, performance, or furnishing of said Work as CONTRACTOR deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the 2018 WSDOT Specifications; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by CONTRACTOR for such purposes.
- C. CONTRACTOR has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and has included costs as defined by WSDOT Specifications.
- D. CONTRACTOR has correlated information known to CONTRACTOR and results of such observations, familiarizations, examination, investigations, explorations, tests, and studies with Contract Documents.
- E. CONTRACTOR has given OWNER written notice of conflicts, errors, ambiguities or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

VI. CONTRACT DOCUMENTS.

- A. Contract Documents that comprise the entire Agreement between OWNER and CONTRACTOR concerning Work are defined in the WSDOT Specifications.
- B. Exhibits to this Agreement include:
 - 1. Conformed Bid Form signed by CONTRACTOR.
 - 2. Executed Performance Bond
 - 3. Executed Payment Bond.
 - 4. Required documents submitted by the CONTRACTOR prior to the execution of Agreement as identified in the "Instruction to Bidders".

VII. MISCELLANEOUS

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- B. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- C. It is further provided that no liability shall attach to the City of Anacortes, Washington, by reason of entering into this contract, except as expressly provided herein.

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

Owner:

City of Anacortes

Mayor

Date

Contractor:

JB Asphalt Paving

Name

Title

Date

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

Attention: Tim Hohmann, P.E. – City Engineer

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

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

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

The bidder declares that they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Engineer, Owner and other sources in arriving at their conclusions.

The bidder agrees that if this proposal is accepted, they will, within **Ten (10) Calendar days** after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bond, all Certificates of Insurance and related endorsement forms, and proof of a City of Anacortes Business License required therein and will, to the extent of their proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Engineer or other designated project representative there under.

The bidder further agrees, if awarded the contract, to begin work within **Ten (10) Working days** after the date of the Notice to Proceed and to achieve Physical Completion within **Twenty (20) Working days**, in accordance with the Notice to Proceed.

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

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

The undersigned bids for complete construction of the following described project:

The project provides for improvements within the right-of-way of the following streets including but not limited preparation and placement of fog seal on the pre-leveled asphalt roads, chip seal, plastic traffic markings and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

The project is located:

- Q Avenue including 22nd Street to 35th Street bounded by R Avenue & Commercial Ave
- O Avenue including 34th Street to 36th Street bounded by M Avenue & Commercial Ave
- N Avenue from 36th Street to Longview Avenue
- 37th Street from N Ave to M Ave
- Longview Avenue from N Ave to Commercial Ave
- Fidalgo Bay Road and South Fidalgo Bay Road

The bid price shall include everything necessary for the prosecution and completion of the services as detailed in the specifications including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this bid.

CITY OF ANACORTES 2023 ASPHALT PRELEVEL CHIP SEAL PREPARATION PROJECT

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1 LS	MOBILIZATION 1-09.7	At \$ <u>44,000</u> Per Lump Sum	\$ <u>44,000</u>
2	EST. DOL.	FORCE ACCOUNT- UNANTICIPATED SITE WORK 1-09.6SP	At \$25,000 Per Force Account	\$25,000
3	1 LS	S.P.C.C PLAN 1-07.15	At \$ <u>750</u> Per Lump Sum	\$ <u>750</u>
4	1 LS	PROJECT TEMPORARY TRAFFIC CONTROL 1-10.5(1)	At \$ <u>55,000</u> Per Lump Sum	\$ <u>55,000</u>
5	295 SY	PAVEMENT REPAIR 5-04.5SP	At \$ <u>40</u> Per Square Yard	\$ <u>11,800</u>
6	50 TON	HMA CL. ½ In. PG58H-22 FOR PAVEMENT REPAIR 5-04.5SP	At \$ <u>250</u> Per Ton	\$ <u>12,500</u>

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
7	3600 TON	HMA CL. ½ In. PG58H-22 FOR PRELEVEL 5-04.5SP	At \$ <u>111</u> Per Ton	\$ <u>399,600</u>
8	EST DOL	ASPHALT COST PRICE ADJUSTMENT 5-04-5SP	At \$ <u>1,190</u> Per Calc.	\$1,190
9	14 EA	ADJUST MANHOLE 7-05.5	At \$ <u>1200</u> Per Each	\$ <u>16,800</u>
10	26 EA	ADJUST VALVE CASING TO GRADE 7-12.5SP	At \$ <u>450</u> Per Each	\$ <u>11,700</u>
11	6 EA	ADJUST MONUMENT CASE AND COVER 8-13.5SP	At \$ <u>800</u> Per Each	<u>4,800</u>
12	1 EA	ADJUST SANITARY SEWER CLEAN OUT TO GRADE 7-19.5SP	At \$ <u>900</u> Per Each	\$ <u>900</u>
13	1 EA	FORCE ACCOUNT – ADJUST FORCE MAIN VAULT TO GRADE 1-09.6SP	At \$2,500 Per Each	\$2,500
Rule 171 applies to all bid items in this project. See special provision 1-07.2(1) for clarification.			Total Bid:	\$ <u>586,540</u>

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum 1, Initial B. Williams Addendum _____, Initial _____
Addendum _____, Initial _____ Addendum _____, Initial _____

NOTE: Failure to acknowledge any issued Addenda may render proposal non-responsive and therefore void. It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the Builders Exchange website at www.bxwa.com.

BID DEPOSIT

A proposal deposit in an amount of five percent (5%) of the total bid is attached here in the form indicated below:

☒ Bid Bond ☐ Cashier's Check ☐ Postal Money Order

NOTICE TO ALL BIDDERS

To report bid rigging activities call: **1-800-424-9071**. The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities. The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BIDDER CERTIFIES

- They have examined the work site and all existing conditions;
- They fully understand the manner in which payment is proposed;
- They propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed, and for the price proposed;
- They will observe the national, Washington State, and local codes; and
- They have the insurance coverage required for this Contract, which includes: Commercial General Liability Insurance, Business Auto Liability, Worker's Comp

Name of Bidder: JB Asphalt, Inc.

Contact Name: Bret Niebruegge, Owner/President

Mailing Address: 22228 95th PL W

City, State, Zip: Edmonds, WA 98020

Business Telephone: 425 774 6537 Cell Phone: _____

Email Address: Brandon@jbasphalt.com or Office@jbasphalt.com

Contractor's State License No: JBASPBA872K1

UBI Number: 603 225 723

By signing this proposal, the bidder agrees to all requirements contained in the contract documents.

(Corporate Seal)

JB Asphalt Inc. Owner/president
Name of Bidder Title

5/22/2023
Date


Signature of Bidder

Bret Niebruegge
Print Name



City Council Agenda Bill

Meeting Date: June 5,
2023

Agenda Item: 7.d.

Agenda Item Title: Settlement Agreement: Growth Management Hearings Board Case No. 22-2-0004

Staff Contact(s): DARCY SWETNAM

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Motion
DARCY SWETNAM	

Item Summary: This agreement settles GMHB Case Number 22-2-0004. The terms of the agreement require the City to amend the language in Section 19.70.040(B) to revert to a former version of the section, which was amended in Ordinance 4025. In exchange, petitioner Ian Munce agrees to withdraw his GMHB appeal with prejudice.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move we ratify the Mayor's signature on the Settlement Agreement in the matter of Ian Munce v. City of Anacortes.

Alternative Actions:

Attachments (listed in order presented):

1. 2023-05-24 CR 2A Settlement Agreement GMHB Case 22-2-0004

CR 2A SETTLEMENT AGREEMENT

Ian Munce v. City of Anacortes
Growth Management Hearings Board Case No. 22-2-0004

THIS CR 2A SETTLEMENT AGREEMENT (hereinafter, "Agreement") is made between Ian Munce, an individual (hereinafter "Munce"), and the City of Anacortes, a Washington municipal corporation (hereinafter "City"), (collectively referred to as the "Parties") this 24th day of May, 2023.

I. RECITALS

- A. The parties are involved in litigation initiated by Munce against the City which is pending before the Growth Management Hearings Board for the Western Washington Region, Case No. 22-2-0004. The appeal challenged an amendment made to Section 19.70.040(B) of the Anacortes Municipal Code in response to a Final Decision and Order in GMHB Case No. 21-2-0002c. ("the Dispute").
- B. Munce's appeal alleges that Ordinance 4025 negatively impacted critical areas by replacing the standard requiring certain exempt activities to avoid disturbing critical areas with that they cannot harm critical areas. Munce's appeal argued that the harm standard is a higher threshold for City enforcement actions. Petitioner's appeal asks that the City revert to the prior language that prohibits exempt activities from disturbing critical areas. The present settlement agreement would reinstate the requested language from Petitioner Munce.
- C. Munce agrees to resolve all his claims against the City related to the Dispute, based on certain terms as outlined below, subject to necessary approvals by the Anacortes City Council, including the City's adoption of the ordinance outlined herein.
- D. Resolution of the Dispute includes dismissal of the pending appeal, which benefits the Parties.

THEREFORE, in consideration for and as a condition of the following covenants, the Parties agree, as follows:

II. AGREEMENT

1. The Anacortes City Council agrees to amend the Anacortes Municipal Code at Section 19.70.040(B) to read:

To be exempt from this chapter does not give permission to degrade a critical area or buffer or to ignore risk from natural hazards. All exempt activities must use reasonable methods to avoid potential impacts to critical areas and buffers. In every case, disturbance to the critical area must be minimized through best management practices and the use of low-impact development.

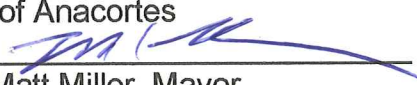
2. The City will complete the amendment described in Paragraph 1 above within ninety (90) days of execution of this Agreement.
3. Within five (5) days of adoption of the ordinance outlined in Paragraph 1 above, Munce will withdraw with prejudice his appeal in GMHB Case Number 22-2-0004.
4. The Parties shall each be responsible for their own costs and attorney's fees.
5. It is acknowledged that all of the terms of this Agreement are in settlement of a disputed claim and nothing in this Agreement or the performance thereof will be construed as an admission of liability by any Party.
6. A copy of this Agreement and any subsequent amendments hereto may be introduced into evidence in any proceeding to enforce the terms of this Agreement pursuant to CR 2A and RCW 2.44.010.
7. Notices pursuant to this Agreement shall be sent to the Parties at their current addresses as set forth in the pleadings.
8. No waiver or estoppel on any other issues is to be inferred; this includes Munce's Court of Appeals cases relating to other issues involving the City's New Critical Areas Ordinance (Case #570874 and Case #579405).
9. The Parties' signatures below bind them to the above terms pursuant to CR 2A.
10. This Agreement is governed by and shall be construed in accordance with the laws of the State of Washington. In the event that any dispute arises concerning this Agreement, the substantially prevailing party shall be entitled to its reasonable attorney fees and costs.
11. Any suit brought concerning this Agreement shall be brought in Skagit County, Washington.

12. This Agreement (and Munce's obligations and releases hereunder) are subject to approval of this Agreement by the Anacortes City Council, and contingent upon final adoption of the ordinance as outlined herein.
13. Nothing in this Agreement prohibits Munce from articulating his position before the Planning Commission and City Council.

DATED THIS 24th day of May, 2023.



Ian Munce

City of Anacortes
By: 

Matt Miller, Mayor