

- 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

July 8, 2024
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Port/City Liaison Committee (Report)
 - b. Planning Committee (Report)
 - c. Public Safety Committee (Report)
 - d. Certificate of Municipal Leadership: Councilmember Carolyn Moulton (Presentation)
4. **Public Comment**
 - a. Written Public Comment - Hawkins - Stromberg - Bonenfant - Hamner - Maclean - Critchley - Brones
5. **Consent Agenda**
 - a. Minutes of July 1, 2024 (Action)
 - b. Approval of claims in the amount of \$944,871.83 (Action)
 - c. Special Event Application: Rosewind Neighborhood Block Party (Action)
 - d. Special Event Application: Anacortes Arts Festival (Action)
6. **Other Business**
 - a. * Resolution 3160: Authorizing Resolution Heart Lake Restoration Grant (Discussion/Action)
 - b. * Amendment to Access Agreement between the City of Anacortes and Port of Anacortes (Discussion/Action)

Per the council rules of procedure, a person who wishes to provide public comment at this meeting may do so:

- *On matters pertaining to a particular agenda item at the invitation of the chair at the time the City Council takes up discussion of that agenda item. Items open for public comment are indicated with an asterisk (*)*
- *On any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.*

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.

- c. * Ordinance 4083: Amending Anacortes Municipal Code Chapter 10.12 - Parking (Discussion/Possible Action)
7. **Adjournment**

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OFFICIAL PETITION
TO
COUNCIL MEMBERS
ANACORTES, WA

Anacortes City Hall
Po Box 547
Anacortes, WA 98221-0547

To Members of the Anacortes City Council:

There is a national movement underway to cut back on quality-of-life policing methods such as making arrests for vandalism, littering, loitering, vagrancy, public intoxication, and other quality of life violations.

As a registered voter in Anacortes, I urge you to maintain all quality-of-life policing methods, vigorously defend these methods, support our police in enforcement of quality-of-life violations, and make sure our district attorney is fully behind quality-of-life policing methods.

Quality of life policing, as well as pro-active policing methods, have cleaned up and maintained order in many neighborhoods in our city and helped reduce more serious crime nationwide between 1985 and 2015 by over 50%.

Mr. & Ms. Joyce Hawkins

Mrs. Carol Stromberg

Mark Bonenfant

Paul Hamner

Mr. James Maclean

Mr. Mel Violet Critchley

Ms. Lourdes Brones

Anacortes City Council Minutes - July 1, 2024

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of July 1, 2024 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Amanda Hubik were present.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller reminded the public that the Anacortes Parks Foundation is still accepting [online donations](#) for the 4th of July fireworks display. He then shared an update on Independence Day events, reminded the public that fireworks are prohibited within city limits, and announced the city office closure and associated solid waste service holiday schedule. Mayor Miller then announced the email and website domain change to [anacorteswa.gov](#) effective July 2nd. He then welcomed visitors from Anacortes' newest sister city, Comarnic, Romania. He then announced that Fire Station 1 has a second unit thanks to citizen support through Proposition 1, and the impending delivery of the new ladder truck. He concluded by announcing intermittent trail closures on the Tommy Thompson Trail from 8-12 July for geo-technical research and that the Washington State Office of Financial Management updated Anacortes population to 18,270 residents.

Fiber Committee

Mr. McDougall reported from the Fiber Committee meeting held June 27th. The topics discussed included subscriber numbers and take rates, a construction and funding update for the ongoing network build out, and financing options and revenue projections for fiber internet service beyond construction completion.

Finance Committee

Ms. Cleland-McGrath reported from the Finance Committee meeting held June 27th. The topics discussed included a review of wholesale water rate reconciliation, fiber financing, solid waste rates in light of recently published increased county tipping fees, June sales tax revenues, and the Enterprise Resource Planning application replacement initiative.

Housing Affordability and Community Services Committee

Ms. Moulton reported from the Housing Affordability and Community Services Committee meeting held June 27th. The topics discussed included a cold weather shelter, a recap of the North Star meeting about countywide efforts to reduce homelessness and increase access to services, and the difficulty of getting the message out to the public about housing.

Mr. Fantini asked if there was a plan to have a work session on housing. Ms. Mouton responded that it will be something that the committee would move forward on scheduling in the future.

Public Works Committee

Mr. Walters reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included the 12th Street and Commercial Avenue intersection design, how to visually separate bike and vehicle lanes, a traffic-calming project on 16th Street between D Avenue, B Avenue and C Avenue in the vicinity of the Samish Early Learning Center, a possible traffic-calming feature at 10th Street and M Avenue and the planned Kansas Avenue connection to Oakes Avenue, and other requests for traffic and parking improvements throughout the city.

Mr. Young added that the committee discussed the traffic-calming island on M Avenue, but did not reach a conclusion on the issue.

Library Committee

Mayor Miller announced that the Library Committee meeting was moved to a later date.

Police Officer Swearing In

Police Chief Dave Floyd introduced Officer John Monaghan. Mayor Miller administered the oath of office to Officer Monaghan.

Public Comment

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

Dan O'Donnell of LaConner commented on water rates and asked that there be a public hearing on the issue and that the Council review the three main points in his written comments. He pointed out that the city charges too much for water.

Xuhua Mu of Anacortes addressed communication challenges associated with city government related to the proposed Habitat for Humanity project and affordable housing. She requested that councilmembers hold town hall meetings to address housing affordability, planned capital projects, and the 2025-2045 Comprehensive Plan update. She suggested that notice of these events be provided via residential utility bills and email.

Consent Agenda

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

a. Minutes of June 13, 2024

b. Minutes of June 24, 2024

c. Approval of claims in the amount of \$586,796.39

The following vouchers/checks were approved for payment:

EFT numbers: 109746 through 109781, total \$440,781.88

Check numbers: 109782 through 109806, total \$138,005.74

Wire transfer numbers: 349729 through 349952, total \$8,008.77

Public Hearings

Ordinance 4080: Port of Anacortes Vacation / Dedication Application for a Portion of 9th Street

City Attorney Darcy Swetnam re-introduced Ordinance 4080, referring to a slide presentation that was added to the packet materials for the meeting. Adam Morrow of Pacific Surveying and Engineering, representing the Port of Anacortes, stated that the Port agrees with the revised ordinance and pointed out that the action represents an important step in the redevelopment of Cap Sante Marina.

Mayor Miller invited members of the audience to comment on this agenda item. No one present wished to address the Council.

At 6:37 pm, Mayor Miller closed the public hearing.

Discussion topics included:

- Assurance that this will be a public park and open space through recording in the county land records.
- Collaboration between the Port and City staff to enhance the public quality of life.
- A net benefit to the city is trading park land for park land.
- Care in construction of the document to ensure reversion if land is not used as a public park.

RYAN WALTERS moved, seconded by AMANDA HUBIK, to approve Ordinance 4080.

Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN

Anacortes City Council Minutes - July 1, 2024

MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Other Business

South Commercial Avenue Corridor Phase 1: 11th Street - 13th Street

Public Works Director Andrew Rheume provided a report on the South Commercial Avenue Corridor Phase 1 project, referring to a slide presentation that was added to the packet materials for the meeting.

Mayor Miller invited members of the audience to comment on this agenda item.

Suzanne Rohner of Anacortes suggested that traffic be required to turn left or right only from eastbound 12th Street onto Commercial Avenue, thus requiring this traffic to enter the Safeway parking lot from either 11th Street, 13th Street, or Q Avenue.

Discussion topics included:

- The effect of a single through - right turn lane on Commercial Avenue on the signal light timing.
- Signal technology includes sensors.
- Raised intersection at 11th Street and Commercial Avenue.
- Cost savings and better view of downtown.
- Separating bike and pedestrian traffic.
- Loss of southbound lane between 11th Street and 12th Street on Commercial Avenue.
- Stop lines being moved back reduces stacking capacity and truck turning space.
- Project funds in the 2024 budget.
- Opportunity to discuss the project and parking lot stall orientation with Safeway.
- Connectivity of bike lanes southward down the rest of Commercial Avenue.
- Avoiding the Traffic Improvement Board delay list.
- Pedestrian warning lights at 11th Street and 13th Street intersections.
- Two-stage bike lanes for bikes turning from northbound Commercial Avenue on to 12th Street.
- Limiting turn direction from Sebo's to southbound on Commercial Avenue.
- No left turn from southbound Commercial Avenue into Safeway parking lot.
- Access to the bank parking lot from southbound Commercial Avenue between 12th Street and 13th Street.

Email and Website Domain

Administrative Services Director Emily Schuh provided an update on the July 2nd transition of city website and email domains from cityofanacortes.org to anacorteswa.gov, referring to a slide presentation that was added to the packet materials for the meeting.

Mayor Miller invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Discussion topics included:

- Subdomains such as docs.cityofanacortes.org
- Re-directs from the old domain to the new domain.
- cityofanacortes.org email will be forwarded to anacorteswa.gov indefinitely.

Adjournment

There being no further business, at approximately 7:30 p.m. the Anacortes City Council meeting of July 1, 2024 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 July 8, 2024 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
350502	2/5/2024	9311	CASCADE HOOD SERVICE	SERVICE FOR ASAC	\$ 408.00	pwfac
350255	5/22/2024	61021.13553	SLABJACK NW, LLC	WTP SIDEWALK AND WALKWAY REPAIRS	\$ 8,992.08	dwtp
350446	5/24/2024	22410 - 2	H W LOCHNER, INC	16TH STREET AND D AVENUE IMPROVEMENT PROJECT: DESIGN - 4/27/24-5/24/24	\$ 14,759.23	pw1
350062	6/4/2024	359613A	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 753.79	pwfac
350083	6/5/2024	AFC.2024.CDBG.	ANACORTES FAMILY CENTER	2024 CDBG PAYMENT TO AFC FOR PUBLIC SERVICES 15% OF GRANT AMOUNT	\$ 15,941.84	plan
350516	6/6/2024	815814	MISTER T'S AWARDS &	NAME BADGE - MUSEUM	\$ 21.72	hr
350084	6/6/2024	B18408308	SHI INTERNATIONAL CORP.	WTP WATER SECURITY SYSTEM CONTROLLERS	\$ 17,918.02	infosys
349379	6/13/2024	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; MAY 2024	\$ 471.00	apd
350258	6/17/2024	1173	FIDALGO CLEANING	APD CLEANING & SUPPLIES (6/17-6/30)	\$ 875.00	apd
350452	6/17/2024	304.0002019.240 - 35	ALTA PLANNING AND DESIGN, INC	COMMERCIAL AVE CORRIDOR PLAN PHASE 1 - 11TH-13TH ST DESIGN - THROUGH 5/24/24	\$ 23,448.75	pw1
350493	6/18/2024	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 5/18-6/17/2024	\$ 877.89	publib
350260	6/18/2024	18283306	DICK'S TOWING, INC	TOWING; APD CASE 24-A03696	\$ 342.72	apd
350261	6/18/2024	18283307	DICK'S TOWING, INC	TOWING; APD CASE 24-A03696	\$ 342.72	apd
350456	6/18/2024	XA116000376:01	RWC GROUP LTD	PARTS FOR VEHICLE #516	\$ 199.97	dshop
350077	6/19/2024	287334328849X0627 202	AT&T MOBILITY	City Cell Phones 5/20-6/19/24	\$ 4,181.37	finance
350140	6/20/2024	1495247	GENERAL PACIFIC, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 3,046.40	wdist
350072	6/20/2024	9967128300	VERIZON WIRELESS	SCADA COMMUNICATION FOR WWTP PUMP STATIONS	\$ 1,236.30	dwtp
350264	6/21/2024	312344	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; MAY 2024	\$ 172.50	apd
350081	6/21/2024	3953-22406011	FCS GROUP	WHOLESALE WATER RATE SUPPORT	\$ 661.25	finance
350069	6/22/2024	275539	LAKESIDE INDUSTRIES, INC.	DUMP FEES	\$ 1,118.13	dshop
350066	6/22/2024	275540	LAKESIDE INDUSTRIES, INC.	ROCK SALES	\$ 1,527.80	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
350065	6/22/2024	275541	LAKESIDE INDUSTRIES, INC.	ROCK SALES	\$ 902.32	dshop
350064	6/22/2024	275542	LAKESIDE INDUSTRIES, INC.	ROCK SALES	\$ 208.60	dshop
350078	6/24/2024	898794	CASCADE COLUMBIA DISTRIBUTION	SODIUM HYPOCHLORITE	\$ 14,230.49	dwtpt
350499	6/25/2024	0055980	FACET NW, INC.	SHORELINE PERMIT MONITORING PROJECT - THROUGH 5/31/24	\$ 12,717.75	plan
350510	6/25/2024	132810759	SOLENI, LLC	COAG - PRAESTOL 2515TR KF-NC SSK	\$ 3,438.08	dwtpt
350270	6/25/2024	14084122	HACH COMPANY	STABLCAL CALIBRATION SET	\$ 832.97	dwtpt
350061	6/25/2024	1707127	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 204.50	dshop
350460	6/25/2024	F2327	FLOWLINE LLP	24TH AND H AVENUE SIDEWALK IMPROVEMENTS	\$ 2,973.60	pw1
350139	6/26/2024	0321501-IN	NELSON-REISNER DISTRIBUTOR INC	DEF	\$ 544.63	dshop
350263	6/26/2024	9592	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A03670	\$ 182.78	apd
350262	6/26/2024	9593-1	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A03886	\$ 305.73	apd
350138	6/27/2024	1511872	GUARDIAN SECURITY SYSTEMS INC	OPS GATE REPAIR	\$ 1,376.33	dshop
350059	6/27/2024	23-196-WTR-0011	WELCH BROTHERS CONSTRUCTION	RETAINAGE RELEASE	\$ 3,092.38	pw1
350489	6/27/2024	24-18368	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtpt
350501	6/27/2024	24-18390	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR NORTH	\$ 133.00	dwtpt
350274	6/27/2024	361324	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 436.29	pwfac
350141	6/27/2024	82710	LOGGERS & CONTRACTORS SUPPLY	PARTS FOR EQUIP #423	\$ 466.80	dshop
350082	6/27/2024	AHA2023 Invoice 1	ANACORTES HOUSING AUTHORITY	CDBG B-23-MC-53-0018 ANACORTES HOUSING AUTHORITY CDBG ROOF REPLACE SITE 1	\$ 15,224.34	plan
350491	6/27/2024	LTAC.2024.1	MAJESTIC GLASS CORVETTE CLUB	LTAC GRANT REIMBURSEMENT 2024 WATERFRONT CAR SHOW	\$ 1,800.00	plan
350442	6/27/2024	P0002-73	QCC QUALITY CONTROLS CORP.	ON-CALL PROFESSIONAL SERVICES AT THE WTP - MAY 2024	\$ 120.00	dwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
350443	6/28/2024	0198586	GEOENGINEERS, INC.	CAP SANTE EAST SIDE TRAIL CRITICAL AREAS ASSESSMENT - 5/18/24-6/21/24	\$ 1,953.25	parks1
350515	6/28/2024	03188	SKAGIT COUNTY SHERIFF'S OFFICE	JUNE JAIL TAX PAYMENT PER CONTRACT	\$ 88,215.40	finance
350525	6/28/2024	21-043-FIN-001	ANACORTES FAMILY CENTER	JUNE AFFORDABLE HOUSING TAX PAYMENT	\$ 26,802.21	finance
350528	6/28/2024	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	JUNE AFFORDABLE HOUSING TAX PAYMENT	\$ 26,802.21	finance
350143	6/28/2024	2347-6	MAKERS ARCHITECTURE	2025 PERIODIC COMPREHENSIVE PLAN UPDATE - JUNE 2024	\$ 4,645.00	plan
350451	6/28/2024	237348	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - OPERATIONS SHOP CONDENSATION PUMP REPAIR	\$ 740.94	pw1
350476	6/28/2024	24-16251	EDGE ANALYTICAL, INC	WATER ANALYSIS - THM/HAA5 DISTRIBUTION	\$ 1,456.00	dwtp
350147	6/28/2024	24-17315	EDGE ANALYTICAL, INC	LAB TESTING - INFLUENT NITROGEN MONTHLY	\$ 40.80	dwwtp
350250	6/28/2024	24-17326	EDGE ANALYTICAL, INC	LAB TESTING EFFLUENT NUTRIENTS MONTHLY	\$ 99.45	dwwtp
350277	6/28/2024	240740	T-SHIRTS BY DESIGN	PARKS SAFETY GEAR	\$ 87.04	parks1
350281	6/28/2024	3536	SUMMITX CONTRACTORS, INC	EDA FIBER EXPANSION - CONSTRUCTION	\$ 392,603.39	pw1
350439	6/28/2024	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE (6/28/24-7/27/24)	\$ 98.67	apd
350273	6/28/2024	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 6/28-7/27/24	\$ 92.25	finance
350454	6/28/2024	360-299-0973-1017915	ZIPLY FIBER	PHONE BILL FOR WWTP	\$ 508.84	dwwtp
350492	6/28/2024	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 6/28-7/24/2024	\$ 69.36	publib
350453	6/28/2024	360-299-3674-0214175	ZIPLY FIBER	OPS PHONE LINE: 6/28-7/27/24	\$ 82.85	dshop
350440	6/28/2024	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE (6/28/24-7/27/24)	\$ 86.36	apd
350268	6/28/2024	90121261	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 6,095.80	dwtp
350267	6/28/2024	IN957072	NOANET	OUTSIDE PLANT DESIGN SUPPORT	\$ 81.00	fiber
350271	6/28/2024	IN957073	NOANET	OUTSIDE PLANT ENGINEERING SUPPORT	\$ 445.50	fiber
350137	6/28/2024	RefundSantos	SANTOS, PAUL	WA PARK CAMPING REFUND	\$ 67.00	parks1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
350512	6/28/2024	U2416026482	ICONIX WATERWORKS INC	SEDIMENT BAG X 5, STRAW WATTLE	\$ 246.00	dwtp
350259	6/29/2024	0000W5WA83264	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 6-29-24	\$ 12.39	apd
350441	6/30/2024	0624	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - JUNE 2024	\$ 630.00	pkrec
350513	6/30/2024	13108	PETDATA, INC	PETDATA LICENSING FEES JUNE	\$ 500.00	finance
350514	6/30/2024	276271	LAKESIDE INDUSTRIES, INC.	ASPHALT FOR WEST 2ND PROJECT	\$ 14,140.04	dshop
350511	6/30/2024	276528	LAKESIDE INDUSTRIES, INC.	ROCK SALES FOR STREET DEPT	\$ 1,757.12	dshop
350520	6/30/2024	39582	ORCA INFORMATION, INC	NEW HIRES - BACKGROUND CHECK	\$ 651.00	hr
350252	6/30/2024	4060120	UTILITIES UNDERGROUND LOCATION	JUNE LOCATE TICKETS	\$ 273.24	dshop
350507	6/30/2024	43820995	LINDE GAS & EQUIPMENT INC.	MAINTENANCE SUPPLIES - CYLINDER RENTAL	\$ 1,193.77	dwwtp
350508	6/30/2024	85000060	WASHINGTON STATE TREASURER	COURT & BLDG FEES TO STATE - QTR 2	\$ 17,705.86	finance
350498	6/30/2024	IN957382	NOANET	BACKUP INTERNET - JUNE 2024	\$ 300.00	fiber
350497	6/30/2024	IN957469	NOANET	NTWK OPERATIONS CENTER SERVICES - JUNE 2024	\$ 10,852.11	fiber
350500	7/1/2024	0046332	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 3,901.70	wdist
350523	7/1/2024	0542005-001 7	UNUM LIFE INS CO OF AMERICA	JULY - UNUM LONG TERM CARE INSURANCE LEOFF 1	\$ 1,247.70	hr
350450	7/1/2024	1071	BE ENTERPRISES LLC	2024 JANITORIAL SERVICES - AS NEEDED - CITY HALL & SENIOR CENTER - JUNE 2024	\$ 4,800.00	pw1
350282	7/1/2024	1072	BE ENTERPRISES LLC	PUBLIC RESTROOM CLEANING SERVICES JUNE 2024	\$ 3,625.10	plan
350447	7/1/2024	1073	BE ENTERPRISES LLC	2024 JANITORIAL SERVICES - JUNE 2024	\$ 8,977.30	pw1
350509	7/1/2024	14090967	HACH COMPANY	GELEX SECONDARY STANDARDS KIT FOR TURBIDIMETER	\$ 491.97	dwtp
350279	7/1/2024	144477	VENTEK INTERNATIONAL	WA PARK PAYSTATION MONITORING	\$ 1,783.56	parks1
350526	7/1/2024	200012505505	PUGET SOUND ENERGY INC	WTP 6/1-6/30/24	\$ 94,833.27	dwtp
350463	7/1/2024	2024-06-BH	GDIXONLAW	PUB DEF CONFL	\$ 80.00	pubdef
350464	7/1/2024	2024-06-DJ	GDIXONLAW	PUB DEF CONFL	\$ 140.00	pubdef

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
350461	7/1/2024	2024-06-GD	GDIXONLAW	PUB DEF CONFL	\$ 240.00	pubdef
350470	7/1/2024	2024-06-HT	GDIXONLAW	PUB DEF CONFL	\$ 120.00	pubdef
350465	7/1/2024	2024-06-JK	GDIXONLAW	PUB DEF CONFL	\$ 130.00	pubdef
350474	7/1/2024	2024-06-JZ	GDIXONLAW	4A0522100	\$ 50.00	pubdef
350462	7/1/2024	2024-06-LG	GDIXONLAW	PUB DEF CONFL	\$ 30.00	pubdef
350468	7/1/2024	2024-06-LP	GDIXONLAW	PUB DEF CONFL	\$ 60.00	pubdef
350466	7/1/2024	2024-06-MN	GDIXONLAW	PUB DEF CONFL	\$ 80.00	pubdef
350472	7/1/2024	2024-06-RR	GDIXONLAW	PUB DEF CONFL	\$ 20.00	pubdef
350473	7/1/2024	2024-06-SW	GDIXONLAW	PUB DEF CONFL	\$ 40.00	pubdef
350265	7/1/2024	2024Q3-Ana	SKAGIT COUNTY DEM	3RD QTR SHARED COSTS	\$ 21,829.39	medic
350251	7/1/2024	24-17347	EDGE ANALYTICAL, INC	LAB TESTING - SIDE STREAM NITROGEN MONTHLY	\$ 40.80	dwwtp
350445	7/1/2024	24-52213	BUDGET TOWING & AUTO REPAIR	TOWING; APD CASE 24-A04044	\$ 466.48	apd
350506	7/1/2024	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 5/31/24-6/28/24	\$ 2,696.87	dwtpt
350444	7/1/2024	2966	NORTHWEST CORROSION	WATER TRANSMISSION PIPELINE CATHODIC PROTECTION SYSTEM UPGRADE - DESIGN	\$ 1,617.30	dwtpt
350475	7/1/2024	2967	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 100.00	pubdef
350477	7/1/2024	2968	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 250.00	pubdef
350478	7/1/2024	2969	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 380.00	pubdef
350479	7/1/2024	2970	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 80.00	pubdef
350480	7/1/2024	2971	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 140.00	pubdef
350481	7/1/2024	2972	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 70.00	pubdef
350483	7/1/2024	2973	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 10.00	pubdef
350484	7/1/2024	2974	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 60.00	pubdef
350485	7/1/2024	2975	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 220.00	pubdef
350486	7/1/2024	2976	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 230.00	pubdef
350487	7/1/2024	2977	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 50.00	pubdef
350488	7/1/2024	2978	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 270.00	pubdef
350490	7/1/2024	2979	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 220.00	pubdef
350266	7/1/2024	7/1/24	PNW CIVIL, INC.	MAILBOX CONCRETE BASE REPLACEMENTS	\$ 1,255.00	pw1
350256	7/1/2024	July 2024	COMMUNITY ACTION OF SKAGIT CTY	ANACORTES COMMUNITY ACTION OFFICE & CARE SPECIALIST - JULY 2024	\$ 5,000.00	plan
350518	7/1/2024	MPC-INV408121	ATANA	DEI TRAINING FOR NEW HIRES	\$ 1,468.80	hr
350276	7/1/2024	RefundBerg	BERG, JENNA	WA PARK CAMPING REFUND	\$ 27.00	parks1
350275	7/1/2024	RefundBeukes	BEUKES, JONATHAN	WA PARK CAMPING REFUND	\$ 59.00	parks1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
350280	7/1/2024	RefundKrause	KRAUSE JR., WILLIAM	WA PARK CAMPING REFUND	\$ 123.00	parks1
350530	7/2/2024	005	HICKMAN, LANA	YOUTH ART CLASSES	\$ 2,535.00	pkrec
350459	7/2/2024	22-220-WTR-0011	JOHNSON CONTROLS INC	RETAINAGE RELEASE - FOR TERM YEAR ONE - 10/1/22-9/30/23	\$ 815.15	pw1
350495	7/2/2024	CL77892	NELSON-REISNER DISTRIBUTOR INC	VEHICLE FUEL - 06/24	\$ 27,103.78	finance
350504	7/2/2024	MEF0075	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtp
350448	7/2/2024	ReimbJames-Sherman	JAMES-SHERMAN, CAMERON	REIMBURSEMENT - WTPO 3 TEST WITH PSI AND DOH FEE	\$ 194.74	dwtp
350540	7/3/2024	RefundBuivydas	TANIA BUIVYDAS	WA PARK CAMPING REFUND	\$ 59.00	parks1
350539	7/3/2024	RefundHinckley	ALLYSSA HINCKLEY	WA PARK CAMPING REFUND	\$ 70.00	parks1
350534	7/3/2024	RefundRamsey12	LINDA RAMSEY	WA PARK CAMPING REFUND	\$ 91.00	parks1
350533	7/3/2024	RefundRamsey13	LINDA RAMSEY	WA PARK CAMPING REFUND	\$ 315.00	parks1
350537	7/3/2024	RefundRamsey15	LINDA RAMSEY	WA PARK CAMPING REFUND	\$ 470.00	parks1
	Total				\$ 944,871.83	



City Council Agenda Bill

Meeting Date: July 8, 2024 **Agenda Item:** 5.c.

Agenda Item Title: Special Event Application: Rosewind Neighborhood Block Party

Staff Contact(s): Stephanie Snyder, John Coleman

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

Stephanie Snyder

Motion

John Coleman

Item Summary: Summer Block Party for neighbors in the Rosewind Neighborhood.

Budget Impact:

0

Previous Action:

Recommended Motion: Approve

Alternative Actions: Disapprove or Modify

Attachments (listed in order presented):

1. rosewind cc

View Anacortes Municipal Code Chapter 7.04, Special Events

Application

Application Date *

6/26/2024

Event Name *

Rosewind Neighborhood Block Party

Event Type

☐ Street Fair / Festival

☐ Athletic Event

☐ Parade

☐ Rally / Demonstration

☐ Filming

☒ Other identified in AMC 7.04.010

Special Event - Neighborhood Block Party

Applicant/Organization Name *

Meredith McIlmoyle

Mailing Address *

3905 I Avenue, Anacortes, WA 98221

Event Contact Person *

Meredith McIlmoyle

Event Contact Email *

mmcilmoyle@gmail.com

Event Contact Phone *

3607084416

Event Website**Estimated Number of Participants/Attendees ***

100

Event Description *

Summer Block Party for neighbors in the Rosewind Neighborhood.

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 *

7/14/2024

Time Event Starts *

2:00:00 PM

Date Event Ends *

7/14/2024

Time Event Ends *

10:00:00 PM

Date Street Closure Starts *

Include requested closures before and after the event hours if

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

Neighbors will park in their driveways.

Event Map (optional)

Upload one or more maps of the event

2024-06-26 16-40.pdf

408.35KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

2024-06-26 16-49.pdf

503.15KB

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 is required to provide public liability insurance subject to the provisions of AMC 7.04.100 unless the applicant can demonstrate that the event meets an exemption in that section. 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

Meredith McAnoye

Admin Review

Council Meeting Date *

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

7/8/2024

Staff Review Deadline *

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

7/1/2024

Administrator comments and conditions of approval

This application does not provide adequate time for approvals, but we can try. Will need to add this to the July 8th agenda by July 2nd, to be timely for this event. Godspeed to all. :)

Insurance Certificate

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

Departmental Review

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.

41st St.

ROAD
CLOSE

29th St

Party Area

USED

Block Party Area



City Council Agenda Bill

Meeting Date: July 8, 2024 **Agenda Item:** 5.d.

Agenda Item Title: Special Event Application: Anacortes Arts Festival

Staff Contact(s): Stephanie Snyder, John Coleman

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

Stephanie Snyder

Motion

John Coleman

Item Summary: 64th year of the three day arts and crafts festival with two stages of entertainment and two beer gardens. Activities include a fine art show and a youth area. 230 art vendors and 12 food vendors have been accepted to the festival.

Budget Impact:

\$5000 Lodging Tax Grant Award 2024

Previous Action:

Recommended Motion: approve

Alternative Actions: disapprove or modify

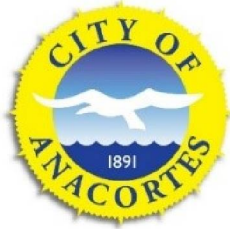
Attachments (listed in order presented):

1. Anacortes Arts Festival Street Fair Application

'Public Works Review' was assigned to Brandon Lowry 7/1/2024 2:28:49 PM

'Police Chief Review' was assigned to Chris Fuller 7/1/2024 2:28:49 PM

'Admin Monitoring' was assigned to Stephanie Snyder 7/1/2024 2:28:49 PM



Special Event Application

Per AMC 7.04.040, application shall be filed not less than ninety days in advance of the date on which the event is to occur, if the event requires the closure of any highway or street, any detouring traffic, or any significant impact on city services. Other events not requiring the foregoing are to be filed not less than sixty days in advance of the proposed event. Applicants will be notified when the application is scheduled for consideration by City Council, and will again be notified when City Council either approves or denies the application. Following application approval, applicants will be provided with contact numbers for relevant city departments. Applicants are responsible for contacting individual City departments to request services for the event, such as traffic control, solid waste removal, and food service inspection.

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

Application

**Application Date ***

6/10/2024

Event Name *

Anacortes Arts Festival

Event Type

- ☒ Street Fair / Festival
☐ Athletic Event
☐ Parade
☐ Rally / Demonstration
☐ Filming
☐ Other identified in AMC 7.04.010

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 *

3607084416

Event Website

www.anacortesartsfestival.com

Estimated Number of Participants/Attendees *

80,000

Event Description *

64th year of the three day arts and crafts festival with two stages of entertainment and two beer gardens. Activities include a fine art show and a youth area. 230 art vendors and 12 food vendors have been accepted to the festival.

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 *

8/2/2024

Time Event Starts *

10:00:00 AM

Date Event Ends *

8/4/2024

Time Event Ends *

5:00:00 PM

Date Street Closure Starts *

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

8/1/2024

Time Street Closure Starts *

3:00:00 PM

Date Street Closure Ends *

8/4/2024

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 2nd Street to 11th Street. All side streets from O Avenue to Q Avenue. 7th Street from O Avenue to the Depot.

Parking Location

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

Handicapped parking at the City Hall Parking Lots.

Event Map (optional)

Upload one or more maps of the event

streetmap detail 2024.pdf

198.42KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

2024 City idemnification.pdf

431.73KB

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 is required to provide public liability insurance subject to the provisions of AMC 7.04.100 unless the applicant can demonstrate that the event meets an exemption in that section. 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

7/8/2024

Staff Review Deadline *

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

7/1/2024

Administrator comments and conditions of approval

John Coleman Planning Director would like to have an in person meeting with the event sponsor to discuss details prior to sending to Council for approval. This would include Public Works Dept Brandon Lowry for Streets, APD Chief Dave Floyd, Capt. Chris Fuller, AFD Chief Bill Harris.

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 pending the in person meeting.

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.

City Council Decision**City Council Decision ***

☐ Approved ☐ Approved with conditions ☐ Denied

City Council Decision Date ***Conditions of Approval**

Submit

by Anonymous User 6/10/2024 10:44:18 AM (Submit Form)

Route to Department H...

by Stephanie Snyder 6/12/2024 4:23:04 PM (Admin Review)

- The task was assigned to Stephanie Snyder 6/10/2024 10:44:19 AM

Approve

by Brandon Lowry 7/1/2024 3:06:29 PM (Public Works Review)

- The task was assigned to Wil Ludemann, Brandon Lowry, Shelly Jensen. The due date is: June 17, 2024 5:00 PM 6/12/2024 4:23:05 PM
- Email was sent for reminder "Task Reminder" 6/17/2024 4:23:07 PM
- Email was sent for reminder "Task Reminder" 6/20/2024 4:23:05 PM
- Email was sent for reminder "Task Reminder" 6/25/2024 4:23:05 PM
- Email was sent for reminder "Task Reminder" 6/28/2024 4:23:05 PM
- Greg Francioch reassigned the task to Brandon Lowry 7/1/2024 1:56:45 PM

Approve

by Jonn Lunsford 6/18/2024 2:20:11 PM (Parks Director Review)

- The task was assigned to Jonn Lunsford. The due date is: June 17, 2024 5:00 PM 6/12/2024 4:23:06 PM
- Email was sent for reminder "Task Reminder" 6/17/2024 4:23:06 PM

Approve

by Chris Fuller 6/12/2024 4:40:43 PM (Police Chief Review)

- The task was assigned to Chris Fuller. The due date is: June 17, 2024 5:00 PM 6/12/2024 4:23:06 PM

Approve

by Bill Harris 6/14/2024 8:32:07 AM (Fire Marshall Review)

- The task was assigned to Bill Harris. The due date is: June 17, 2024 5:00 PM 6/12/2024 4:23:07 PM

Object

by John Coleman 7/1/2024 2:26:16 PM (Building Department Review)

- The task was assigned to John Coleman. The due date is: June 17, 2024 5:00 PM 6/12/2024 4:23:08 PM
- Email was sent for reminder "Task Reminder" 6/17/2024 4:23:07 PM
- Email was sent for reminder "Task Reminder" 6/20/2024 4:23:07 PM
- Email was sent for reminder "Task Reminder" 6/25/2024 4:23:08 PM
- Email was sent for reminder "Task Reminder" 6/28/2024 4:23:07 PM

Staff Review Complete

by Stephanie Snyder 6/13/2024 8:22:22 AM (Admin Monitoring)

- The task was assigned to Stephanie Snyder. The due date is: June 17, 2024 5:00 PM 6/12/2024 4:23:08 PM

Re-Route Application

by Stephanie Snyder 7/1/2024 2:28:48 PM (Administrator Resolves Objection)

-  New map is attached.
- The task was assigned to Stephanie Snyder 7/1/2024 2:26:17 PM

Approve

by Jonn Lunsford 7/1/2024 3:00:09 PM (Parks Director Review)

- The task was assigned to Jonn Lunsford. The due date is: July 1, 2024 5:00 PM 7/1/2024 2:28:50 PM

Approve

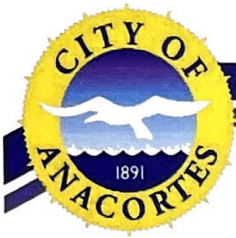
by Bill Harris 7/1/2024 2:52:33 PM (Fire Marshall Review)

- The task was assigned to Bill Harris. The due date is: July 1, 2024 5:00 PM 7/1/2024 2:28:51 PM

Approve

by John Coleman 7/1/2024 2:29:34 PM (Building Department Review)

- The task was assigned to John Coleman. The due date is: July 1, 2024 5:00 PM 7/1/2024 2:28:51 PM



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, their 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: 6/10/24

Meredith McIlmoyle
Name and Title – Printed

Name and Title – Printed

M. McIlmoyle
Signature

Signature



City Council Agenda Bill

Meeting Date: July 8, 2024 **Agenda Item:** 6.a.

Agenda Item Title: Resolution 3160: Authorizing Resolution Heart Lake Restoration Grant

Staff Contact(s): Jonn Lunsford

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

Jonn Lunsford
STEVE HOGLUND
DARCY SWETNAM

Resolution

Item Summary: The City of Anacortes is applying for a grant with the Recreation and Conservation Office to restore the shoreline and improve recreational access.

Budget Impact:

The total cost of the project is \$970,000. The city match will be \$480,000 from the Conservation Easement Program interest earnings and local donations.

Previous Action: This project and it's site plan was originally created by a community committee of stakeholders in 2009-10. The project was delayed because the decision at the time was to improve water quality at Heart Lake by treating the hybrid milfoil and toxic algae blooms there. This water quality work was completed in 2018. Plans to implement the parking lot and shoreline restoration were again delayed by COVID. Now we are applying to the Recreation and Conservation Office for a \$940,000 project to improve the lower portion of the Heart Lake Parking lot. These include, replanting approximately 16,000sf of gravel with native plants, separating pedestrians from car traffic, paving a section to allow us to drain run off to a bio-swale for treatment, adding an accessible dock/float and moving the boat launch. These are the improvements the committee agreed upon in 2009-10 when they held public meetings. Matching funds could come from interest earnings from the Conservation Easement Program and other local donations. The local match would be about 51% of the total grant. If the application is successful and the Legislature approves funding, planning and permitting process could begin in the fall of 2025.

Recommended Motion: Approve the Authorizing resolution to allow the grant application to proceed.

Alternative Actions: Request more information on the Project

Attachments (listed in order presented):

1. RCO Resolution 3160
2. TEMPLATE - ApplicantAuthorizationResolution
3. 07082024 Item 6a Heart Lake Resolution

RESOLUTION NO. 3160

**A RESOLUTION AUTHORIZING THE ADOPTION OF THE AQUATIC
LANDS ENHANCEMENT ACCOUNT GRANT APPLICATION AND
RESOLUTION.**

WHEREAS, the Heart Lake Shoreline Restoration project seeks to expand public and ADA access, restore natural habitat, and enhance protection efforts at Heart Lake; and

WHEREAS, as part of this project, the City of Anacortes (“City”) seeks grant funding assistance managed through the Washington State Recreation and Conservation Office (“Office”); and

WHEREAS, the Office’s Aquatic Lands Enhancement Account Grant Program (“ALEA”) provides funding to organizations for projects that engage volunteer support and promote fish and wildlife enhancements; and

WHEREAS, the Applicant Resolution & Authorization form (“Form”), Exhibit A, which is attached hereto and incorporated by reference, is deemed to be part of the formal grant application to the Office; and

WHEREAS, the City wishes to authorize the Form to apply for grant funding to aid in financing the cost of the Heart Lake Shoreline Restoration Project; therefore,

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

I. That the Applicant Resolution & Authorization form is adopted.

**INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ANACORTES on this ____ day of _____ 2024.**

MATT MILLER, MAYOR

ATTEST:

Approved as to form and legality:

Steve D. Hoglund, City Clerk Treasurer

Darcy Swetnam, WSBA #40530
City Attorney



Applicant Resolution/Authorization

Organization Name (sponsor) City of Anacortes _____

Resolution No. or Document Name Resolution 3160 _____

Project(s) Number(s), and Name(s) Heart Lake Shoreline Restoration Grant #24-1927C _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Matthew Miller (Mayor)
Project contact (day-to-day administering of the grant and communicating with the RCO)	Jonn Lunsford (Parks & Recreation Director)
RCO Grant Agreement (Agreement)	Matthew Miller (Mayor)
Agreement amendments	Matthew Miller (Mayor)
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Matthew Miller (Mayor)

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only-If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only-If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

ITEM 6A

RESOLUTION 3160: AUTHORIZING
RESOLUTION FOR
HEART LAKE RESTORATION GRANT

The grant application is to the Recreation & Conservation Office (ALEA program).

Our request is for 49% funding of the \$940,000 project.

The Local Match could come from Conservation Easement Program interest earnings and donations.

The project follows the elements proposed by in the 2009-10 Heart Lake Site Plan:

- Replanting approximately 16,000sf of gravel with native plants

- Grading and Paving a section so run-off can be treated in a swale

- Moving the Boat Launch

- Adding ADA Parking and an accessible dock or float



QUESTIONS?



City Council Agenda Bill

Meeting Date: July 8, 2024 **Agenda Item:** 6.b.

Agenda Item Title: Amendment to Access Agreement between the City of Anacortes and Port of Anacortes

Staff Contact(s): Andrew Rheume, DARCY SWETNAM

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

Sidney Neel

Discussion

Andrew Rheume

DARCY SWETNAM

Item Summary: **Summary from initial agreement from 2021:** The Port and City each have rights in certain real property located in the sediment area located between T Avenue and U Avenue in Anacortes, Washington lying upland of the Outer Harbor Line as that term is defined by the Washington State Harbor Line Commission (the "Project Area"). These properties are depicted on the map attached hereto as Exhibit "A." The Port manages the subtidal area within the Project Area by way of a Port Management Agreement with the Washington State Department of Natural Resources. The City controls a right of way in the subtidal area encompassing unvacated U Avenue. The City requests access to the Port-controlled portion of the Project Area for its contractors to conduct pre- and post- outfall construction surface sediment sampling.

Summary for this amendment: The original agreement had a termination date of one (1) year from its effective date of August 30, 2021. This amendment will renew the original agreement with a new effective date through December 31, 2026.

Budget Impact:

Previous Action: Initial access agreement was approved by Council on September 7, 2021.

Recommended Motion: Authorize the Mayor to sign the time extension for the reciprocal access agreement between the City of Anacortes and the Port of Anacortes.

Alternative Actions:

Attachments (listed in order presented):

1. Access Agreement Amendment_06-24-24
2. COA-POA Signed Access Agreement 8/31/21

FIRST AMENDMENT TO RECIPROCAL ACCESS AGREEMENT

This **FIRST AMENDMENT TO RECIPROCAL ACCESS AGREEMENT** ("First Amendment") is made between the Port of Anacortes, a Washington municipal corporation ("Port") and the City of Anacortes, a Washington municipal corporation ("City"). The Port and City are each a "Party" and collectively the "Parties" to this Agreement. The Parties, in consideration of the mutual promises and covenants contained herein, agree as follows.

A. RECITALS

1. On or about August 30, 2021, the Port and City entered into a *Reciprocal Access Agreement* (the "Agreement") for sediment sampling in the "Project Area" as that term is defined in the Agreement.
2. The duration of the Agreement terminated one (1) year from its Effective Date of August 30, 2021.
3. The Parties have not yet completed the "Sampling Work," as that term is defined in the Agreement.
4. It is the Parties' desire to renew, modify, and update certain provisions of the Agreement for a new term.

B. RENEWAL AND MODIFICATION.

1. **Term.** The Agreement shall be renewed and this First Amendment takes effect and is in force beginning on the Effective Date of this First Amendment and ending December 31, 2026.
2. **Effective Date.** The Effective Date of this First Amendment is the date of full execution by both Parties, as evidenced below.
3. **Supervisors.** As of the Effective Date, the names of the persons who will be supervising the Sampling Work as well as a contact telephone number for such persons are:

For the City: Andy Rheume, 360-299-1954

For the Port: Brenda Treadwell, 360-299-1811

4. **Notices.** All notices and payments hereunder may be delivered or mailed. If delivered by messenger or courier (including overnight air courier), they shall be deemed delivered when received at the street addresses listed below. All notices whether sent by regular post or by certified or registered mail, shall be deemed to have been given on the second (2nd) business day following the date of mailing, if properly mailed to the mailing addresses provided below, and shall be conclusive evidence of the date of mailing. The Parties may designate new or additional addresses for mail or delivery by providing notice to the other Party as provided in this section.

To Port: Port of Anacortes
Attn: Brenda Treadwell
317 Commercial Avenue
Anacortes, WA 98221

Copy to: CSD Attorneys at Law P.S.
Attn: Holly Stafford
1500 Railroad Avenue
Bellingham, WA 98225

To City: City of Anacortes
Attn: Director of Public Works
P.O. Box 547
Anacortes, WA 98221

Copy to: Darcy Swetham
City Attorney
P.O. Box 547
Anacortes, WA 98221

5. **All Other Terms and Conditions.** All other terms and conditions of the Agreement dated August 30, 2021, as renewed and modified shall remain the same.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment.

PORT OF ANACORTES

By: _____
Its: _____

Date: _____

CITY OF ANACORTES

By: _____
Its: _____

Date: _____

RECIPROCAL ACCESS AGREEMENT

THIS RECIPROCAL ACCESS AGREEMENT ("Agreement") is made between the Port of Anacortes, a Washington municipal corporation ("Port") and the City of Anacortes, a Washington municipal corporation ("City"). The Port and City are each a "Party" and collectively the "Parties" to this Agreement. The Parties, in consideration of the mutual promises and covenants contained herein, agree as follows.

A. RECITALS

1. The Port and City each have rights in certain real property located in the sediment area located between T Avenue and U Avenue in Anacortes, Washington lying upland of the Outer Harbor Line as that term is defined by the Washington State Harbor Line Commission (the "Project Area"). These properties are depicted on the map attached hereto as Exhibit "A." The Port manages the subtidal area within the Project Area by way of a Port Management Agreement with the Washington State Department of Natural Resources. The City controls a right of way in the subtidal area encompassing unvacated U Avenue.

2. The City requests access to the Port-controlled portion of the Project Area for its contractors to conduct pre- and post- outfall construction surface sediment sampling, as outlined in the PRE AND POST OUTFALL CONSTRUCTION PERIMETER SEDIMENT MONITORING PLAN for the Washington State Department of Ecology Northwest Regional Office ("Ecology") dated June 16, 2021, prepared by DOF, Inc. a copy of which is incorporated here by reference. Additionally, the City requests access to the Port-controlled portion of the Project Area for its contractors to conduct confirmation samples as described in the Dredging, Dewatering, and Backfill Plan Including Dredge Confirmation Sampling for Ecology dated June 16, 2021 prepared by DOF Inc., a copy of which is incorporated by reference. Collectively, these sampling activities constitute the "City's Sampling."

3. The Port requests access to the City-controlled portion of the Project Area for its contractors to conduct sediment sampling in accordance with the Port's Log Yard Site Remedial Investigation/Feasibility Study Work Plan Addendum for Supplemental Sediment Investigation, dated August 3, 2021, prepared by GeoEngineers a copy of which is attached hereto as Exhibit "B." This sampling activity constitutes the "Port's Sampling." Together, the City's Sampling and the Port's Sampling is the "Sampling Work."

4. By this Agreement, each Party grants access to the Project Area for the limited purpose of the other Party's conduct of its respective Sampling Work.

B. SAMPLING WORK AND GENERAL.

1. Grant of Access.

(a) The Port hereby grants to the City and its contractors a non-exclusive access to the Project Area to perform the City's Sampling, subject to the Agreement.

(b) The City grants to the Port and its contractors a non-exclusive access to the Project Area to perform the Port's Sampling, subject to the Agreement.

(c) The Sampling Work shall be conducted in accordance with the sampling plans exhibits attached and/or incorporated herein by reference.

(d) The Sampling Work that could create a noise or physical disruption at the Project Area must be conducted during periods agreed by the Parties in order to minimize disruption to the Parties' respective tenants and any vessels with an accepted berth reservation for Pier 2 located adjacent to the Project Area.

(e) The names of the persons who will be supervising the Sampling Work as well as a contact telephone number for such persons are:

For the City: Fred Buckenmeyer, 360-299-1954.

For the Port: Brenda Treadwell, 360-299-1811

2. **Schedule.** Prior to conducting the Sampling Work, sampling personnel will coordinate with the Party granting access to confirm an appropriate sampling date. Parties shall provide confirmation of dates such that Sampling Work is not delayed.

3. **Disruption.** The Party conducting the Sampling Work shall be responsible for any claims made by third-parties against the other Party for allegations of disruptions to such third-parties' business operations due to the performance of the Sampling Work, including without limitation staging, mobilization, and demobilization. The Party conducting the Sampling Work shall indemnify and hold the other Party harmless for any and all claims asserted by such third-parties.

4. **Other Party's Consultant.** Each Party reserves the right to observe all Sampling Work of the other Party while in progress, including through its agent or consultant if applicable. Each Party reserves the right to obtain split samples of all samples collected.

5. **Governmental Authorization for Work.** The Party conducting the Sampling Work shall obtain and maintain all necessary permits from the relevant governing bodies and agencies, and comply with all current laws, ordinances, orders, rules, regulations, and permits with respect to the Party's performance of the Sampling Work during the duration of such Sampling Work, including without limitation any such authorizations as may be required by the Washington State Department of Natural Resources. The Port and City shall provide each other copies of all applicable permits and approvals prior to performing sampling.

6. **Waste Generation and Management.** The Party conducting the Sampling Work shall be the designated generator of any waste produced in performing that Sampling Work, and shall be fully responsible for preparation and execution of any manifests required for the management of such waste.

7. **Use, Occupation, and Enjoyment of Subject Property.** In exercising its rights granted by this Agreement, each Party shall not unreasonably interfere with the other Party's (or that other Party's tenants or those with accepted berth reservations) use, occupation, or enjoyment of the Project Area, except to the extent reasonably necessary to perform the Sampling Work.

RECIPROCAL ACCESS AGREEMENT - 2

8. **Performance of Work.** The Party conducting the Sampling Work shall not permit any damage to the Property Area as a result of the performance of its Sampling Work, except as may otherwise be required to perform the Sampling Work. Except as otherwise provided in this Section 8, the Party conducting the Sampling Work shall repair, as soon as is reasonably practicable, any damage caused to the Project Area resulting from the performance of its Sampling Work. The Party conducting the Sampling Work shall take all reasonable and necessary safety and security precautions and maintain a neat and orderly workplace in connection with the performance of the Sampling Work under this Agreement, including but not limited to removing all investigation materials and tools from the Project Area and leaving the Project Area in a clean and usable condition.

9. **Discovery of Contaminated Media.** The contractor(s) conducting a Party's Sampling Work shall exercise due care and professional judgment to prevent the contamination of underlying media from overlying contaminated media, should they be encountered.

10. **Commencement, Duration, and Termination.** This Agreement takes effect and is in force upon execution by both Parties (the "Effective Date"). Access to the Project Area shall terminate one year from the Effective Date of this Agreement.

11. **Insurance.** The consultant and any contractors conducting a Party's Sampling Work shall maintain during the life of the Agreement (a) commercial general liability insurance, with limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury and property damage, naming the other Party as an additional insured; and, (b) auto liability insurance with a combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, as well as workers' compensation insurance with statutory limits.

12. **Indemnification.** Each Party shall protect, indemnify, defend, and hold harmless the other Party and its successors and assigns from and against any and all claims, costs, expenses, and liabilities for any damage including, but not limited to, any damage caused to any structure, fixture, or improvement to the Project Area, and for any bodily or personal injury or wrongful death arising from the performance of the Sampling Work on the Project Area by the Party, its consultants, contractors, subcontractors, and agents, except to the extent caused by the negligent acts or omissions or willful misconduct of the other Party.

13. **Cooperation with the Work.** Each Party shall reasonably cooperate with the efforts of the other Party to effectuate the Sampling Work and shall not unreasonably withhold permission to carry out, and shall not interfere with, such activities as may be necessary for the Party conducting Sampling Work to exercise its rights or fulfill its obligations under this Agreement. A Party's consultant or its agents has authority to direct the Sampling Work of the other Party. Any information provided by the Party not conducting the Sampling Work or its consultants or agents is for recommendation purposes only and shall not be relied upon as direction for the performance of the Sampling Work. The Party conducting the Sampling Work is solely liable for any damage caused to utilities, pipelines, or other structures, fixtures, or improvements.

14. **Data Interpretations and Data Reports.** The Party conducting the Sampling Work shall cause its consultant to provide the other Party with copies of all data (including raw sampling information as reported by a laboratory), data interpretations, and data reports

generated from the Sampling Work performed at the Property Area. Such information shall be delivered to the other Party at the same time it is delivered to the Party conducting the Sampling Work. The consultant conducting a Party's Sampling Work also shall provide the other Party with field data sheets including, but not limited to sampling logs. The Party conducting the Sampling Work shall provide the other Party with copies of all analytical data, both electronic and hard copy, at the time the data is forwarded to the Party conducting the Sampling Work and/or its contractor by the analytical laboratory. The Party conducting the Sampling Work shall also provide the other Party with a copy of all final reports.

15. **Non-Waiver of Other Rights.** Nothing herein shall constitute an admission or acknowledgement of any fact, liability, responsibility, or fault, or proportionate share thereof, for any conditions at, on, or beneath the Project Area. Nothing in this Agreement shall be construed or is intended to modify or waive any rights among the Parties that may exist otherwise.

16. **Notices.** All notices and payments hereunder may be delivered or mailed. If delivered by messenger or courier (including overnight air courier), they shall be deemed delivered when received at the street addresses listed below. All notices whether sent by regular post or by certified or registered mail, shall be deemed to have been given on the second business day following the date of mailing, if properly mailed to the mailing addresses provided below, and shall be conclusive evidence of the date of mailing. The parties may designate new or additional addresses for mail or delivery by providing notice to the other party as provided in this section.

To Port: Port of Anacortes
Attn: Brenda Treadwell
100 Commercial Avenue
Anacortes, WA 98221

Copy to: Chmelik Sitkin & Davis P.S.
Attn: Holly Stafford
1500 Railroad Avenue
Bellingham, WA 98225

To City: City of Anacortes
Attn: Director of Public Works
P.O. Box 547
Anacortes, WA 98221

Copy to: Darcy Swetnam
City Attorney
P.O. Box 547
Anacortes, WA 98221

17. **Modification.** No alteration, modification, amendment, or waiver of this Agreement shall be valid unless it is in writing and signed by both Parties.

18. **Mechanics Lien.** Each Party shall keep the Project Area free from any mechanics or other liens arising out of any work performed, materials furnished, or obligations incurred by that Party.

19. **Limitation of Waiver.** No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed to be a further continuing waiver of, any such term, provision, or condition or any other term, provision, or condition of this Agreement.

20. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, venue shall lie exclusively in Skagit County, Washington.

21. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same Agreement. Copies of this Agreement executed and delivered by means of emailed signatures shall have the same effect as copies executed and delivered with original signatures.

22. **Attorneys' Fees.** Should any dispute commence between the Parties concerning the rights and duties arising out of this Agreement, the prevailing party in such dispute, whether the dispute be resolved by litigation or other proceeding, shall be entitled, in addition to such other relief as may be granted to it, a reasonable sum as and for its costs and attorneys' fees.

23. **Headings and Titles.** The captions of the paragraphs of this Agreement are only to assist the Parties in reading and understanding this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

24. **Severability.** If any provision of this Agreement, or its application to any person, is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties to the extent possible. In any event, invalidation of any provisions of this Agreement, or of its application to any person, by judgment or order, shall not affect any other provision of this Agreement or its application to any other person or circumstance, and all remaining portions of this Agreement shall continue in full force and effect.

25. **Successors and Assigns.** This Agreement shall benefit and bind the Parties and their respective successors and assigns.

26. **Time of the Essence.** Time is of the essence of this Agreement and all of the terms, provisions, covenants, and conditions thereof.

27. **Signature Authority.** This Agreement shall be signed by duly authorized representatives of each Party. The signing of this Agreement shall provide evidence that signatories were granted such authority by the respective involved parties.

28. **Entire Agreement.** The entire agreement between the Parties is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to the subject of this Agreement.

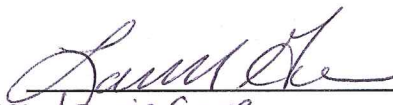
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

PORT OF ANACORTES

By: 
Name: Daniel C. Worra
Its: Executive Director

Date: 8/30/2021

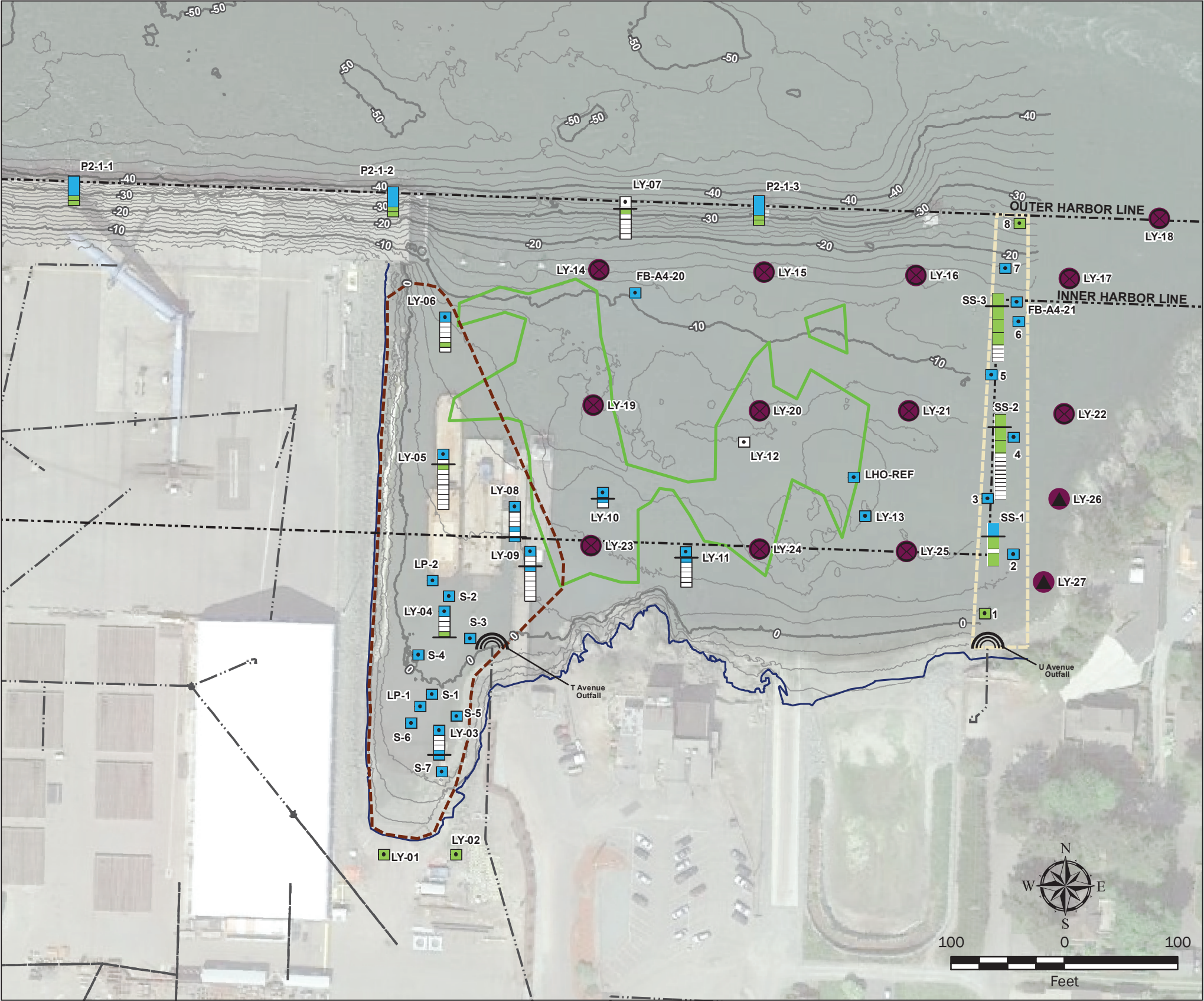
CITY OF ANACORTES

By: 
Name: Laurie Gere
Its: Mayor

Date: 8/30/2021

EXHIBIT "A"
DEPICTION OF PROJECT AREA

P:\5147016\GIS\COC Figures\ECY_revisions\RI_tech_memo\FigureRevisions_042418\514701610_COC_Interpolations_F04_cPAH_060421.mxd Date Exported: 07/06/21 by maugust



Legend

- Mean Higher High Water (MHHW)
- Eelgrass Boundary (Approximate Extent)
- Observed Wood Debris (Approximate Extent)
- Bathymetric Contours**
 - Index Contour (10 ft)
 - Contour (2ft)
- Proposed City of Anacortes Waste Water Treatment Outfall
- Surface/Core Sediment Sampling Locations**
 - Surface (0-10 cm) Sample
 - Core Sample (1-foot Interval)
 - Core Sample (4-foot Interval)
 - Fill/Native Contact (Approximate)
 - Proposed Surface Sediment and Sediment Core Sampling Location
 - Proposed Surface Sediment Sample Location
 - Selected for Initial Chemical Analysis (See Table 1)

Summary of Chemical Result

- Exceedance of Benthic and Human Health Screening Level
- Exceedance of Benthic Screening Level Only
- Exceedance of Human Health Screening Level Only
- Not Detected Greater Than Screening Level
- Not Detected, Reporting Limit Exceeds Screening Level
- No Data

Notes:

- Benthic and human health screening levels summarized in Table 4.
- The locations of all features shown are approximate.
- This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Summary of Total cPAH TEQ Results and Proposed Sampling Locations

Anacortes Port Log Yard
Anacortes, Washington



Figure 4

Data Source: Aerial Imagery - Google Earth, 2015
Projection: NAD 1983 StatePlane Washington North FIPS 4601 Feet

EXHIBIT "B"
PRE AND POST OUTFALL CONSTRUCTION
PERIMETER SEDIMENT MONITORING PLAN

EXHIBIT “C”

**DREDGING, DEWATERING, AND
BACKFILL PLAN INCLUDING DREDGE
CONFIRMATION SAMPLING**

EXHIBIT “D”

**REMEDIAL INVESTIGATION/FEASIBILITY STUDY WORK PLAN ADDENDUM FOR
SUPPLEMENTAL SEDIMENT INVESTIGATION
DATED AUGUST 3, 2021**

Memorandum2101 4th Avenue, Suite 950 Seattle, Washington 98121

P: 206.278.2674

www.geoengineers.com

To: Arianne Fernandez – Washington State Department of Ecology

From: John Herzog and Robert Trahan – GeoEngineers, Inc.

cc: Jenkins Dossen – Port of Anacortes

Date: August 3, 2021

GEI File: 5147-016-10

Subject: Remedial Investigation/Feasibility Study Work Plan Addendum for Supplemental Sediment Investigation at the Anacortes Port Log Yard Site, Anacortes, Washington Ecology Agreed Order No. DE 10630

This memorandum presents an addendum to the Anacortes Port Log Yard Remedial Investigation/Feasibility Study (RI/FS) Work Plan (GeoEngineers 2015) for the Anacortes Port Log Yard site (Site) in Anacortes, Washington (Figure 1). This Work Plan Addendum is being provided on behalf of the Port of Anacortes (Port) to describe the supplemental sediment investigation activities that will be completed to further characterize the nature and extent of contaminants in marine sediments at the Site. This addendum has been prepared to address data gaps by the Washington State Department of Ecology's (Ecology) as described in their September 18, 2020 letter to the Port (Ecology 2020) following review of the Feasibility Study (FS) Report (GeoEngineers 1028a) and discussions with Ecology based on their review of the Nearshore Sediment Characterization Report prepared for the City of Anacortes outfall replacement project (DOF 2021).

In accordance with the Ecology-approved RI/FS Work Plan, RI activities were completed by the Port to evaluate Site conditions and determine the nature and extent of contamination in marine sediments at the Site. The RI identified wood waste, metals, polycyclic aromatic hydrocarbons (PAHs), benzoic acid, phenols, and dioxins and furans at concentrations exceeding proposed cleanup levels (PCULs) in sediment. The RI results served as the basis for the cleanup action evaluation and selection of a preferred cleanup action alternative for the Site. A draft RI Report (GeoEngineers 2018b) and the FS Report (GeoEngineers 2018a) summarize the RI and previous investigation results and the evaluation of cleanup action alternatives for the Site. Based on a review of the draft RI and FS reports, Ecology determined that an additional cleanup action alternative considering further sediment removal to provide a greater degree of permanence over the preferred alternative identified in the draft FS Report must be considered in the final FS. To refine Ecology's cleanup alternative approach and estimated cost, additional sediment characterization is necessary.

In addition to Ecology's determination following their review of the draft RI and FS reports, the City of Anacortes completed a nearshore sediment investigation (November 2020) within the Site boundary to evaluate sediment conditions along the alignment of a proposed outfall for the City of Anacortes wastewater treatment plant. As part of this investigation concentrations of carcinogenic PAHs (cPAHs), tributyltins (TBT), polychlorinated biphenyls (PCBs), and dioxins and furans exceeding the PCULs were detected in portions of the Site that were not previously identified. Based on a review of these results, additional sediment characterization is necessary to further evaluate the nature and extent of these contaminants.

The supplemental sediment sample collection and analysis activities described in this addendum will be used to further evaluate the nature and extent of cPAH, TBT, PCB and dioxin and furan in marine sediment at the Site. The results of the supplemental investigation will be reported in a revised RI/FS Report for Ecology review and final approval. After Ecology approves the RI/FS Report, the Port will prepare a Draft Cleanup Action Plan (DCAP) describing details of the preferred cleanup action alternative. The RI/FS Report and DCAP will be subject to public review and then finalized by Ecology with the Port's assistance.

BACKGROUND

Location and Description

The Site comprises the intertidal and subtidal marine areas within an embayment along Guemes Channel at the northern terminus of T Avenue in the nearshore area northwest of 718 4th Street. The Site is bounded to the west by the Port's Pier 2 Marine Terminal (Pier 2), which is an earth fill structure and pile-supported wharf along the northernmost portion of the facility. The shoreline south and east of the Site includes a mixture of riprap, remnant structures, rock outcroppings, and sand and gravel beaches. A wooden dock (Pier 61) used for commercial transient vessels extending into the marine area from the southern shoreline is located within the Site. Public access to the Port's Pier 2 facility, including the beach area south of the Site between Pier 2 and Pier 61 (former log handling area), is currently restricted by fencing, signage, and guards who maintain security for the Port's marine terminal.

Historically, the Site and surrounding area was used for lumber and wood milling and ship building operations from the early 1900s to 1965. In 1965, the Port purchased the Site and adjacent uplands (the "Property"). Between 1965 and 2004, the Port leased the Property to multiple tenants for log handling and loading operations. Log handling operations ceased after 2004 and the Site has remained largely unchanged since that time. The adjacent upland area is currently used for storing oil spill response booms, and Pier 61 is used for loading and offloading commercial vessels.

Regulatory Framework

Following the closure of log handling operations in 2004, the Port began working with Ecology to characterize sediment conditions at the Site due to evidence of degraded habitat resulting from wood debris. Initial investigations identified up to 75 percent wood waste by volume in shallow intertidal sediment. In addition to wood waste, the initial investigations identified levels of organic carbon and volatile solids above recommended levels (Ecology 2013). Sediment investigations completed between 2008 and 2010 found that sediment samples exceeded Ecology's Sediment Cleanup Objective (SCO) and Cleanup Screening Level (CSL) criteria for benthic invertebrate community health.

Based on the results of the initial and follow-up investigations, the Port entered into Agreed Order No. DE 10630 (Agreed Order) with Ecology on November 3, 2014 pursuant to the Model Toxics Control Act (MTCA). Under the Agreed Order, the Port completed an RI in accordance with the Ecology-approved RI/FS Work Plan to fill identified data gaps and characterize the nature and extent of contamination within the intertidal and subtidal portions of the Site. The RI included completion of topographic and habitat surveys and the collection of surface and subsurface sediment samples to characterize Site conditions. The RI results were used to support the evaluation of cleanup action alternatives in the FS. No cleanup actions have been completed to date at the Site.

Site Characterization Summary

Agreed Order Remedial Investigation

In accordance with the Ecology-approved RI/FS Work Plan, the RI activities were completed by the Port to evaluate Site conditions and determine the nature and extent of contamination in marine sediments at the Site. Existing sediment sampling locations are shown on Figure 2. The RI identified multiple contaminants of concern (COCs) west of Pier 61 at concentrations exceeding Site-specific PCULs in intertidal and subtidal sediment from the mudline to a maximum depth of approximately 6 feet below mudline including metals (arsenic, cadmium, lead, and zinc), low and high molecular weight PAHs, cPAHs, benzoic acid, phenols, and dioxins and furans. The RI also identified wood waste in this area up to 100 percent by volume.

East of Pier 61, cPAHs were identified at concentrations exceeding the PCUL in both surface (0 to 10 centimeter [cm]) and shallow subsurface (0 to 1 foot) sediment between the south of the outer harbor line. North of the outer harbor line, COCs were not identified at concentrations exceeding PCULs in sediment at the point of compliance.

To refine and complete the alternatives analysis assessment in the FS, Ecology determined that additional data collection is necessary to 1) better define the areas where certain remedial technologies can be used to meet cleanup levels at the point of compliance within a reasonable timeframe; 2) create a more accurate cost estimate and disproportionate cost analysis; and 3) minimize unnecessary disturbance or damage to critical habitat within the Site boundary.

Recent Nearshore Sediment Characterization

In November 2020, Dalton Olmsted Fuglevand (DOF) performed a sediment characterization study to support the design and planning for the installation of a new wastewater treatment plant (WWTP) outfall for the City of Anacortes. The proposed WWTP Outfall Project includes new dredging to create a trench in which the outfall pipe will be placed. The dredging will remove approximately 10,500 cubic yards of sediment from the eastern portion of the Site. The nearshore segment of the pipe is planned to be buried at least 1 foot below the mudline surface and includes a 2-foot allowable over dredge. Crushed gravel and either suitable dredged material or import material is planned to be used to backfill the dredged area and restore the existing grade.

In accordance with the Work Plan for Sediment Sampling and Analyses and Dredge Material Disposal (DOF 2020), sediment samples were collected from eight surface locations (1 through 8) and three subsurface core locations (SS-1 through SS-3) to evaluate sediment conditions within the proposed dredge prism for the WWTP outfall (Figure 2). The results of the sediment characterization study identified concentrations of cPAHs, PCBs, and TBT in surface sediment along the length of the proposed dredge prism exceeding Site PCULs. Additionally, dioxins and furans exceeded the Site PCUL in surface sediment in the nearshore area of the proposed dredge prism (sample location 1). In subsurface sediment (1-to-3-foot sample interval), cPAHs, PCBs, TBT and dioxins and furans either were not detected or were detected at concentrations less than the PCUL with the exception of cPAHs in the northern portion of the proposed dredge prism (sample locations SS-1 and SS-3). However, sample results at this location indicated that vertical extent of cPAHs exceeding the PCUL does not extend below the 1 to 3-foot sample interval.

To further evaluate the nature and extent of TBT, cPAHs, PCBs and dioxins and furans identified during the November 2020 nearshore sediment characterization study, Ecology determined that additional surface and subsurface sampling be performed at the Site in the area east of Pier 61.

Proposed Supplemental Sampling Plan

In response to Ecology's comments on the FS and results of the nearshore sediment characterization study, supplemental sediment sampling will be performed at 14 locations in the marine area to further refine TBT, cPAH, PCBs, and dioxins and furans contamination gradients east of Pier 61, refine the Site boundaries for the eastern, northeastern, and southern portions of the Site, and evaluate the depth of contamination east of Pier 61. The results of the supplemental investigation will be reported in the revised RI/FS Report and will be used to refine the evaluation of cleanup action alternatives in the FS as requested by Ecology.

The proposed supplemental sediment sampling locations are shown on Figure 3 through 6 relative to the existing TBT, cPAH, PCB, and dioxin and furan sediment data. The proposed sample locations have been selected to provide a grid pattern across the marine area to the north and east of Pier 61 to further evaluate sediment conditions. Sample locations are spaced approximately 125 feet apart to provide adequate spatial coverage and to be consistent with the sample spacing for the Ecology-approved RI/FS Work Plan. Surface and subsurface sediment sampling and analysis activities will include:

- Collection of surface samples from the upper 10 cm of sediment at each location using a grab-type sampler. If collecting the sample from a sampling vessel, the grab-type sample will be deployed through the water column to the mudline. If collecting the sample from upland during low tide, a stainless steel spoon will be used to collect the sediment from the upper 10 cm. It is anticipated that sampling locations LY-26 and LY-27 will be accessed from the upland due to a limited draft (i.e., minimum amount of water required to float the sampling vessel without coming into contact with the mudline surface) in this portion of the marine area. Additionally, large rock at the mudline surface and bedrock outcroppings have been observed in the eastern portion of the marine area which would limit the successful use of a grab-type sampler deployed from a vessel.
- Collection of subsurface sediment samples at each of the locations shown on Figure 2. Vibracoring equipment will be used to advance the core barrel through the sediment column to encounter native material (or refusal at bedrock if encountered). It is anticipated that sediment cores will be advanced to depths of approximately 6 feet below mudline based on previous environmental studies and that native material will be encountered at a depth ranging between approximately 1 and 3 feet below the mudline in this area. At locations LY-26 and LY-27, sediment cores are not proposed due to the access limitations and the presence of large rock/bedrock outcroppings as described above. A reasonable attempt will be made at these locations to collect subsurface samples using hand tools to the extent practicable.
- Submittal of sediment samples to an Ecology-accredited laboratory for a combination of the following analysis:
 - Bulk TBT by United States Environmental Protection Agency (EPA) Method 8270-Selective Ion Monitoring (SIM)/KRONE.
 - cPAHs by EPA Method 8270-SIM.
 - PCB Aroclors by EPA 8082.

- Dioxins and furans by EPA Method 1613.

Sediment samples selected for initial chemical analysis and rationale for each location is summarized in Table 1. Surface locations for initial chemical analysis of TBT, PCBs, and dioxins and furans have been selected based on proximity to interpreted areas of PCUL exceedances identified in surface sediment during previous environmental studies (Figures 3, 5 and 6) to further refine the lateral extent of these contaminants. Due to the widespread nature of cPAH contamination in the marine area (Figure 4), each surface location has been selected for initial chemical analysis. Subsurface locations for initial chemical analysis of TBT, cPAHs, PCBs, and dioxins and furans have been selected to correspond to the surface locations initially selected for chemical analysis. Subsurface sample intervals for initial chemical analysis have been selected to 1) evaluate the lateral extent of previously identified subsurface contamination and 2) evaluate the vertical extent of contamination where identified.

Samples not initially selected for chemical analysis will be archived at the laboratory. Additional chemical analyses on archived sediment samples will be based on the results of initial sample analysis in comparison to the PCULs. Determination of chemical analyses of the archived samples will be completed in collaboration with Ecology. This step may be iterative until the archived samples have filled potential data gaps relative to the nature and extent of contamination. Results from the initial locations selected for analysis will be obtained and validated within a reasonable time period from the date of collection to allow for archived sample analysis within the analytical method's specified holding times. Sediment samples will be submitted to Analytical Resources, Inc. (ARI) in Tukwila, Washington, for chemical analysis. Sample size, containers, preservation and holding times are presented in Table 2. Quality control procedures and acceptance criteria are presented in Table 3.

Sediment Sample Collection and Processing

As with the previous RI field study, sediment samples will be collected using a grab-type sampler (Power Grab or similar) and vibracoring equipment deployed from a research vessel. Surface samples will be obtained from the upper 10 cm of sediment. Subsurface samples will be collected from continuous cores advanced through the sediment to the target depth of approximately 6 feet below mudline. The objective of each core will be to encounter native material (or refusal at bedrock, if encountered). Subsurface sediment samples will be collected continuously at 1-foot intervals and submitted to the laboratory for analysis or archiving.

The sediment type recovered in each surface grab sample and subsurface core will be classified in accordance with the Unified Soil Classification System and recorded on an exploration log. The absence or presence of wood debris will also be recorded on the exploration log. If wood debris is observed, the types and estimated quantity of wood debris present in each sample and core, and the depth interval where the wood debris is observed, will be recorded on the exploration log. Sediment samples collected from each sampling interval will also be field screened by physical examination for the potential presence of contamination. Field screening techniques will include visual observation for the presence of contamination (e.g., staining, discoloration, etc.) and water sheen testing (i.e., petroleum sheen).

Sediment samples will be individually homogenized in a stainless steel bowl, transferred to laboratory-supplied sample containers, placed in a cooler containing ice, and logged on the chain-of-custody form for delivery to the laboratory. Further details regarding sediment sampling methods, field screening techniques, and quality control (QC) procedures that will be used during the supplemental sediment

investigation are presented in the Anacortes Port Log Yard Sampling and Analysis Plan (SAP), contained in Appendix B of the RI/FS Work Plan.

Water Quality Measurements

Water quality measurements including dissolved oxygen (DO), temperature, acidity (pH), electrical conductivity (EC), and salinity will be obtained during sample collection using a water quality meter (Horiba U-50 series or similar). Measurements will be obtained within 1 foot of the air/water surface interface, at the water/sediment interface, and at the pycnocline (if a pycnocline is identified through temperature and/or salinity measurements) or approximately the midpoint of the water column (if a pycnocline is not identified).

All field testing and observation results will be documented on the field log and reported.

Positioning

Sampling location positions will be determined in latitude and longitude referenced to North American Datum of 1983 (NAD83) using a global positioning system unit. The accuracy of measured and recorded horizontal coordinates will be within 2 meters. Coordinates for the proposed sample locations are provided in Table 4.

The final sampling locations may need to be adjusted based on field conditions encountered. If any sampling locations require significant adjustment (i.e., more than 20 feet from the proposed locations shown on Figure 2), Ecology will be consulted prior to sample collection to ensure that the sampling objectives are met.

Vertical elevations of the mudline at each sampling location will be based on measured water depth (i.e., depth to mudline) and tidal elevation at the time of sampling. Depths below mudline for the subsurface sediment samples will be measured directly based on the penetration depth of the core sampler and will be determined within approximately 0.1 foot to the extent practical. Vertical elevations will be referenced to mean lower low water (MLLW).

Sampling Equipment and Decontamination Procedures

Samples will be collected using grab sampling equipment, coring/drilling equipment, and hand tools including stainless steel spoons and stainless steel mixing bowls. Reusable sampling equipment that is used to process the samples and is in contact with sediment (e.g., spoons, bowls, measuring devices, etc.) will be decontaminated before each use. Decontamination procedures for this equipment will consist of the following:

1. Seawater or distilled water rinse over equipment to dislodge and remove any sediment;
2. Washing with a brush and non-phosphate detergent solution (e.g., Liqui-Nox and distilled water);
3. Deionized water rinse; and
4. Wrapping or covering the decontaminated equipment with aluminum foil.

Field personnel will limit cross-contamination by changing gloves between sampling locations. Used wash water and residual sediment from equipment decontamination will be transferred to a 35- or 55-gallon drum(s) pending characterization and disposal at a permitted facility.

Management of Investigation-Derived Waste Materials

Investigation-derived waste materials will include excess sediments not used for sample analysis, used wash water and residual sediments from equipment decontamination, and disposable sampling supplies such as gloves, sediment core liners, paper towels, aluminum foil, plastic bags, etc. In accordance with the Sediment Cleanup User's Manual (SCUM) (Ecology 2019), excess sediments not used for sample analysis will be returned to the water at the location where they were collected unless visible evidence of contamination (e.g., sheen) is observed. Sediments with visible evidence of contamination and used wash water and residual sediments from equipment decontamination will be placed in a sealed 35- or 55-gallon drum(s) marked with the drum's contents. The drum(s) will be stored temporarily at a secure location pending receipt of analytical results and until appropriate final disposal at a permitted facility is completed. Disposable sampling supplies will be transferred to the Port's waste dumpster for landfill disposal.

DATA QUALITY OBJECTIVES

The data quality objectives for sediment sampling and analysis are detailed in the SAP. The project Quality Assurance (QA) leader will validate data collected during the supplemental sediment investigation to ensure that the data are valid and usable for their intended purpose. Data will be validated in general conformance with EPA's Contract Laboratory Program National Functional Guidelines for Superfund Organic Methods Data Review (EPA 2008). At a minimum, the following items will be reviewed to verify the data as applicable:

- Documentation that a final review of the data was completed by the Laboratory QA Coordinator;
- Documentation of analytical and QC methodology;
- Documentation of sample preservation and transport;
- Sample receipt forms and case narratives; and
- The following QC parameters:
 - Sample holding times and sample preservation
 - Method blanks
 - Matrix spikes/matrix spike duplicates
 - Laboratory control samples/laboratory control sample duplicates
 - Surrogate spikes
 - Duplicates/replicates

INADVERTENT DISCOVERY PLAN

An Inadvertent Discovery Plan (IDP) for the supplemental sediment investigation, prepared using Ecology's IDP form, is attached to this Work Plan Addendum. The IDP outlines procedures that will be followed if archaeological materials or human remains are discovered during the supplemental investigation. The IDP will be available on site during the investigation.

SCHEDULE

It is anticipated that field sampling will occur in the July-August of 2021 pending Ecology approval of the Work Plan Addendum and subcontractor availability.

REPORTING

The results of the supplemental sediment investigation will be reported in a single integrated draft RI/FS Report for Ecology review and approval. In addition, all relevant chemical analytical data will be submitted to Ecology in electronic format in accordance with Ecology's Environmental Information Management (EIM) Policy 840 following review and validation. After Ecology approves the RI/FS Report, the Port will prepare a DCAP describing details of the preferred cleanup action alternative.

REFERENCES

GeoEngineers 2015, "Final Remedial Investigation/Feasibility Study Work Plan, Anacortes Port Log Yard, Anacortes, Washington, Ecology Agreed Order No. DE 10630," prepared for Washington State Department of Ecology on behalf of Port of Anacortes, August 11, 2015.

GeoEngineers 2018a, "DRAFT Feasibility Study, Anacortes Port Log Yard, Anacortes, Washington, Ecology Agreed Order No. DE 10630," prepared for Washington State Department of Ecology on behalf of Port of Anacortes, May 8, 2018.

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United States Environmental Protection Agency (EPA) 2008, "Contract Laboratory Program National Functional Guidelines for Superfund Organic Methods Data Review, EPA-540-R-08-01," Office of Emergency and Remedial Response, U.S. Environmental Protection Agency, Washington, D.C., June 2008.

Washington State Department of Ecology (Ecology) 2013, "Wood Waste Cleanup, Identifying, Assessing, and Remediating Wood Waste in Marine and Freshwater Environments Guidance for Implementing the Cleanup Provisions of the Sediment Management Standards, Chapter 173-204 WAC". Publication No. 09-09-044. September 2013.

Washington State Department of Ecology (Ecology) 2019, "Sediment Cleanup User's Manual (SCUM), Guidance for Implementing the Cleanup Provisions of the Sediment Management Standards, Chapter 173-204 WAC" (Second Revision). Publication No. 12-09-057. December 2019.

Washington State Department of Ecology (Ecology) 2020, Letter from Arianne Fernandez, Ecology, to Jenkins Dossen, Port of Anacortes, regarding “Supplemental data collection at the Anacortes Port Log Yard Site to complete the Remedial Investigation and Feasibility Study Report”. September 18, 2020.

RL:RST:JMH:ch

Attachments:

Table 1. Proposed Sediment Sampling and Analysis

Table 2. Test Methods, Sample Size, Containers, Preservation and Holding Times

Table 3. Quality Control Procedures and Acceptance Criteria for Organic Analysis

Table 4. Proposed Supplemental Sediment Sample Location Coordinates

Figure 1. Vicinity Map

Figure 2. Existing Investigation Locations

Figure 3. Summary of TBT Results and Proposed Supplemental Sediment Sampling Locations

Figure 4. Summary of Total cPAH TEQ Results and Proposed Supplemental Sediment Sampling Locations

Figure 5. Summary of PCB Results and Proposed Supplemental Sediment Sampling Locations

Figure 6. Summary of Dioxin and Furan Results and Proposed Supplemental Sediment Sampling Locations

Attachment A. Inadvertent Discovery Plan

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

Table 1
Proposed Sediment Sampling and Analysis
Anacortes Port Log Yard
Anacortes, Washington

Sample Location ¹	Sample Interval (ft below mudline)	Anticipated Sediment Stratigraphy	Initial Chemical Analysis ²				Objectives and Rationale
			TBT (EPA 8270-SIM/KRONE)	cPAHs (EPA 8270-SIM)	PCBs (EPA 8082)	Dioxins and Furans (EPA 1613)	
LY-14	0-10 cm	Recent	o	X	X	o	Additional investigation to further characterize sediment to: ■ Evaluate the lateral extent of cPAH and PCB contamination in surface sediment based on sample results at locations LY-06, LY-10 and A4-20. ■ Evaluate the lateral extent of cPAH contamination in subsurface sediment corresponding to sample intervals at locations LY-07, LY-10 and LY-11. ■ Evaluate the potential for PCB contamination in subsurface sediment. ■ Evaluate vertical extent of cPAH and/or PCB contamination in subsurface sediment.
	0-1		o	X	X	o	
	1-2		o	o	o	o	
	2-3		o	o	o	o	
	3-4	Native	o	o	o	o	
	4-5		o	o	o	o	
	5-6		o	o	o	o	
LY-15	0-10 cm	Recent	o	X	o	o	Additional investigation to further characterize sediment to: ■ Evaluate the lateral extent of cPAH contamination in surface sediment based on sample results at locations A4-20, P2-1-3 and LY-12. ■ Evaluate the lateral extent of cPAH contamination in subsurface sediment corresponding to sample intervals at locations LY-07, LY-10 and SS-3. ■ Evaluate vertical extent of cPAH contamination in subsurface sediment.
	0-1		o	X	o	o	
	1-2		o	o	o	o	
	2-3		o	o	o	o	
	3-4	Native	o	o	o	o	
	4-5		o	o	o	o	
	5-6		o	o	o	o	
LY-16	0-10 cm	Recent	X	X	X	o	Additional investigation to further characterize sediment to: ■ Evaluate the lateral extent of TBT, cPAH and PCB contamination in surface sediment based on sample results at locations LY-12, LY-13, A4-21, 6 and/or 7. ■ Evaluate the lateral extent of cPAH contamination in subsurface sediment corresponding to sample intervals at location SS-3. ■ Evaluate the potenital for TBT and PCB contamination in subsurface sediment. ■ Evaluate vertical extent of TBT, cPAH and/or PCB contamination in subsurface sediment.
	0-1		o	o	o	o	
	1-2		X	X	X	o	
	2-3		o	o	o	o	
	3-4	Native	o	o	o	o	
	4-5		o	o	o	o	
	5-6		o	o	o	o	
LY-17	0-10 cm	Recent	X	X	X	o	Additional investigation to further characterize sediment to: ■ Evaluate the lateral extent of TBT, cPAH and PCB contamination in surface sediment based on sample results at locations LY-12, LY-13, A4-21, 6 and/or 7. ■ Evaluate the lateral extent of cPAH contamination in subsurface sediment corresponding to sample intervals at location SS-3. ■ Evaluate the potenital for TBT and PCB contamination in subsurface sediment. ■ Evaluate vertical extent of TBT, cPAH and/or PCB contamination in subsurface sediment.
	0-1		o	o	o	o	
	1-2		X	X	X	o	
	2-3		o	o	o	o	
	3-4	Native	o	o	o	o	
	4-5		o	o	o	o	
	5-6		o	o	o	o	
LY-18	0-10 cm	Recent	o	X	o	o	Additional investigation to further characterize sediment to: ■ Confirm the northeastern Site boundary based on samples collected from the WWTP Outfall dredge prism alignment.
	0-1		o	X	o	o	
	1-2	Native	o	o	o	o	
	2-3		o	o	o	o	
	3-4		o	o	o	o	
	4-5		o	o	o	o	
	5-6		o	o	o	o	
LY-19	0-10 cm	Recent	o	X	X	o	Additional investigation to further characterize sediment to: ■ Evaluate the lateral extent of cPAH and PCB contamination in surface sediment based on sample results at locations LY-06, LY-10 and LY-11. ■ Evaluate the lateral extent of cPAH contamination in subsurface sediment corresponding to sample intervals at locations LY-07, LY-10 and LY-11. ■ Evaluate the potential for PCB contamination in subsurface sediment. ■ Evaluate vertical extent of cPAH and/or PCB contamination in subsurface sediment.
	0-1		o	o	o	o	
	1-2		o	X	X	o	
	2-3	Native	o	o	o	o	
	3-4		o	o	o	o	
	4-5		o	o	o	o	
	5-6		o	o	o	o	
LY-20	0-10 cm	Recent	o	X	o	X	Additional investigation to further characterize sediment to: ■ Evaluate the lateral extent of cPAH and D/F contamination in surface sediment based on sample results at locations LY-10, LY-11, A4-20 and LY-13. ■ Evaluate the lateral extent of cPAH contamination in subsurface sediment corresponding to sample intervals at locations LY-10 and LY-11. ■ Evaluate the potential for D/F contamination in subsurface sediment. ■ Evaluate vertical extent of cPAH and/or D/F contamination in subsurface sediment.
	0-1		o	o	o	o	
	1-2		o	X	o	X	
	2-3	Native	o	o	o	o	
	3-4		o	o	o	o	
	4-5		o	o	o	o	
	5-6		o	o	o	o	
LY-21	0-10 cm	Recent	X	X	X	o	Additional investigation to further characterize sediment to: ■ Evaluate the lateral extent of TBT, cPAH and PCB contamination in surface sediment based on sample results at locations LY-12, LY-13, 4 and 5. ■ Evaluate the lateral extent of cPAH contamination in subsurface sediment corresponding to sample intervals at locations LY-11, SS-1 and SS-3. ■ Evaluate the potential for TBT and PCB contamination in subsurface sediment. ■ Evaluate vertical extent of TBT, cPAH and/or PCB contamination in subsurface sediment.
	0-1		o	o	o	o	
	1-2		X	X	X	o	
	2-3	Native	o	o	o	o	
	3-4		o	o	o	o	
	4-5		o	o	o	o	
	5-6		o	o	o	o	

Sample Location ¹	Sample Interval (ft below mudline)	Anticipated Sediment Stratigraphy	Initial Chemical Analysis ²				Objectives and Rationale
			TBT (EPA 8270-SIM/KRONE)	cPAHs (EPA 8270-SIM)	PCBs (EPA 8082)	Dioxins and Furans (EPA 1613)	
LY-22	0-10 cm	Recent	X	X	X	o	Additional investigation to further characterize sediment to: ■ Confirm the eastern Site boundary based on samples collected from the WWTP Outfall dredge prism alignment. ■ Evaluate the lateral extent of TBT, cPAH and PCB contamination in surface sediment based on sample results at locations 4, 5 and 6. ■ Evaluate the lateral extent of cPAH contamination in subsurface sediment corresponding to sample intervals at locations SS-1 and SS-3. ■ Evaluate the potential for TBT and PCB contamination in subsurface sediment. ■ Evaluate vertical extent of TBT, cPAH and/or PCB contamination in subsurface sediment.
	0-1		o	o	o	o	
	1-2	Native	X	X	X	o	
	2-3		o	o	o	o	
	3-4		o	o	o	o	
	4-5		o	o	o	o	
	5-6		o	o	o	o	
LY-23	0-10 cm	Recent	o	X	o	o	Additional investigation to further characterize sediment to: ■ Evaluate the lateral extent of cPAH contamination in surface sediment based on sample results at locations LY-08 through LY-11. ■ Evaluate the lateral extent of cPAH contamination in subsurface sediment corresponding to sample intervals at locations LY-09, LY-10 and LY-11. ■ Evaluate vertical extent of cPAH contamination in subsurface sediment.
	0-1		o	o	o	o	
	1-2		o	o	o	o	
	2-3	Native	o	X	o	o	
	3-4		o	o	o	o	
	4-5		o	o	o	o	
	5-6		o	o	o	o	
LY-24	0-10 cm	Recent	o	X	o	o	Additional investigation to further characterize sediment to: ■ Evaluate the lateral extent of cPAH contamination in surface sediment based on sample results at locations LY-10, LY-11 and LY-13. ■ Evaluate the lateral extent of cPAH contamination in subsurface sediment corresponding to sample intervals at locations LY-10 and LY-11. ■ Evaluate vertical extent of cPAH contamination in subsurface sediment.
	0-1		o	o	o	o	
	1-2		o	X	o	o	
	2-3	Native	o	o	o	o	
	3-4		o	o	o	o	
	4-5		o	o	o	o	
	5-6		o	o	o	o	
LY-25	0-10 cm	Recent	X	X	X	X	Additional investigation to further characterize sediment to: ■ Evaluate the lateral extent of TBT, cPAH, PCB and D/F contamination in surface sediment based on sample results at locations 1, 2, 3 and LY-13. ■ Evaluate the lateral extent of cPAH contamination in subsurface sediment corresponding to sample intervals at location SS-1. ■ Evaluate the potential for TBT, PCB and D/F contamination in subsurface sediment. ■ Evaluate vertical extent of TBT, cPAH, PCB and/or D/F contamination in subsurface sediment.
	0-1		o	o	o	o	
	1-2	Native	X	X	X	X	
	2-3		o	o	o	o	
	3-4		o	o	o	o	
	4-5		o	o	o	o	
	5-6		o	o	o	o	
LY-26 ³	0-10 cm	Recent	X	X	X	X	Additional investigation to further characterize sediment to: ■ Confirm the southeastern Site boundary based on samples collected from the WWTP Outfall dredge prism alignment. ■ Evaluate the potential for TBT, cPAH, PCB and D/F contamination in subsurface sediment.
	0-1		o	o	o	o	
LY-27 ³	0-10 cm	Recent	X	X	X	X	
	0-1		o	o	o	o	

Notes:

¹ The approximate sample locations are shown on Figures 3 through 6.

² Samples not initially submitted for chemical analysis will be archived for potential follow up analysis based on the initial sample results.

³ A reasonable attempt will be made to collect subsurface samples using hand tools to the extent practicable for potential chemical analysis.

TBT = tributyltin

cPAH = carcinogenic polycyclic aromatic hydrocarbons

PCB = polychlorinated biphenyl

D/F = Dioxins and Furans

EPA = Environmental Protection Agency

X = Sample selected for initial chemical analysis

o = Archive sample for potential follow up chemical analysis

Table 2
Test Methods, Sample Size, Containers, Preservation and Holding Times
 Anacortes Port Log Yard
 Anacortes, Washington

Parameter	Method	Minimum Sample Size (dry wt)	Container Size and Type	Sample Preservation Technique	Holding Time for Indicated Preservation Technique
Bulk Tributyltin	EPA 8270D-SIM/Krone	100 g	16oz WM-Glass	Cool <6 °C	14 days until extraction
cPAHs	EPA 8270-SIM			Cool <6 °C	40 days after extraction
				Freeze -18 °C	1 year until extraction
PCB Aroclors	EPA 8082	100 g	8-oz WM Glass	Cool <6 °C/Store<-10 °C	1 year until extraction
Dioxins and Furans	EPA 1613	100 g	8-oz WM Amber Glass	Cool <4 °C/Store<-10 °C	1 year until extraction

Notes:

g = gram

oz = ounce

WM = wide mouth

TBT = tributyltin

cPAH = carcinogenic polycyclic aromatic hydrocarbons

PCB = polychlorinated biphenyl

EPA = Environmental Protection Agency

SIM = Selected Ion Mode

Table 3

Quality Control Procedures and Acceptance Criteria for Organic Analysis^{1,2,3}
Anacortes Port Log Yard
Anacortes, Washington

Quality Control Procedure	Frequency	Control Limit	Corrective Action
Instrument Quality Assurance/Quality Control			
Initial Calibration	Before sample analysis and when continuing calibration does not meet method requirements.	See reference method(s) in Table 2.	Laboratory to recalibrate and reanalyze affect samples.
Continuing Calibration	See reference method(s) in Table 2.	See reference method(s) in Table 2.	Laboratory to recalibrate if correlation coefficient or response factor does not meet requirements.
Method Quality Assurance/Quality Control			
Holding Times	All samples.	See reference method(s) in Table 2.	Laboratory to qualify results if holding times are exceeded. Data validator will use professional judgment to qualify results as estimated or reject data.
Method Detection Limits (MDL)	Update method detection limit studies annually.	See reference method(s) in Table 2.	Revise detection limits.
Method Blanks	One per sample batch or every 20 samples, whichever is more frequent, or when there is a change in reagents.	Analyte concentration ≤ PQL. Control limits are not applicable if sample concentrations are < MDL.	Laboratory to eliminate or greatly reduce laboratory contamination due to glassware, or reagents, or analytical system. Re-digest and reanalyze affected samples.
Analytical Laboratory Duplicates and Matrix Spike Duplicates	One duplicate analysis with every sample batch or every 20 samples, whichever is more frequent. Use analytical replicates when samples are expected to contain target analytes. Use matrix spike duplicates when samples are not expected to contain target analytes.	Compound and matrix specific. Use intra-laboratory control chart results if sufficient data are available to generate control charts. Otherwise use analytical method default criteria.	Laboratory to re-digest and reanalyze samples if analytical problems are suspected, or to qualify the data if sample homogeneity problems are suspected and the project manager is consulted.
Matrix Spikes	One per sample batch or every 20 samples, whichever is more frequent. Spiked with the same analytes at the same concentration as the laboratory control sample.	Compound and matrix specific, recovery should not exceed method or performance -based intra-laboratory control chart limits.	Laboratory to re-digest and reanalyze samples if analytical problems suspected. Matrix interferences should be assessed and explained in case narrative accompanying the data package.
Surrogate Spikes	Added to every organics sample as specified in analytical protocol.	Compound specific, recovery should not exceed the control limits specified in the method or performance-based intra- laboratory control limits.	Follow corrective actions specified in analytical method.
Laboratory Control Samples	One per analytical batch or every 20 samples, whichever is more frequent.	Compound specific, recovery should not exceed performance- based intra-laboratory control limits.	Laboratory to correct problem to verify the analysis can be performed in a clean matrix with acceptable precision and recovery; then re-extract and reanalyze affected samples.
Certified or Standard Reference Material	Project specific requirement or at project manager's discretion.	Compound specific, recovery should be within accepted control or advisory limits.	Laboratory to re-extract and reanalyze samples if analytical problems suspected, or to qualify the data after consultation.
Field Quality Assurance/Quality Control			
Field Duplicates	One per every ten sediment samples.	Project, matrix, and compound specific.	Modify field sample homogenization procedures.
Field Blanks	At project manager's discretion.	Analyte concentration ≤ PQL.	Compare to method blank results to rule out laboratory contamination. Modify sample collection and equipment decontamination procedures. Qualify associated data.

Notes:

¹ Instrument and method QA/QC to monitor the performance of the instrument and sample preparation procedures are the responsibility of the analytical laboratory. When an instrument or method control limit is exceeded, the laboratory is responsible for correcting the problem and reanalyzing the samples.

² Instrument and method QA/QC results reported in the final data package should always meet control limits with a very small number of exceptions that apply to difficult analytes as specified by EPA CLP. If instrument and method QA/QC procedures meet control limits, laboratory procedures are deemed to be adequate.

³ Matrix and field QA/QC procedures monitor matrix effects, field procedures, and variability. Although poor analytical procedures may also result in poor spike recovery or duplicate results, the laboratory is not held responsible for meeting control limits for these QA/QC samples.

EPA = United States Environmental Protection Agency

QA/QC = Quality Assurance/Quality Control

CLP = Contract Laboratory Program

MDL = method detection limit

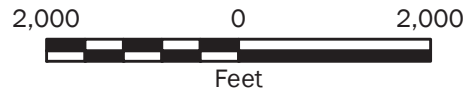
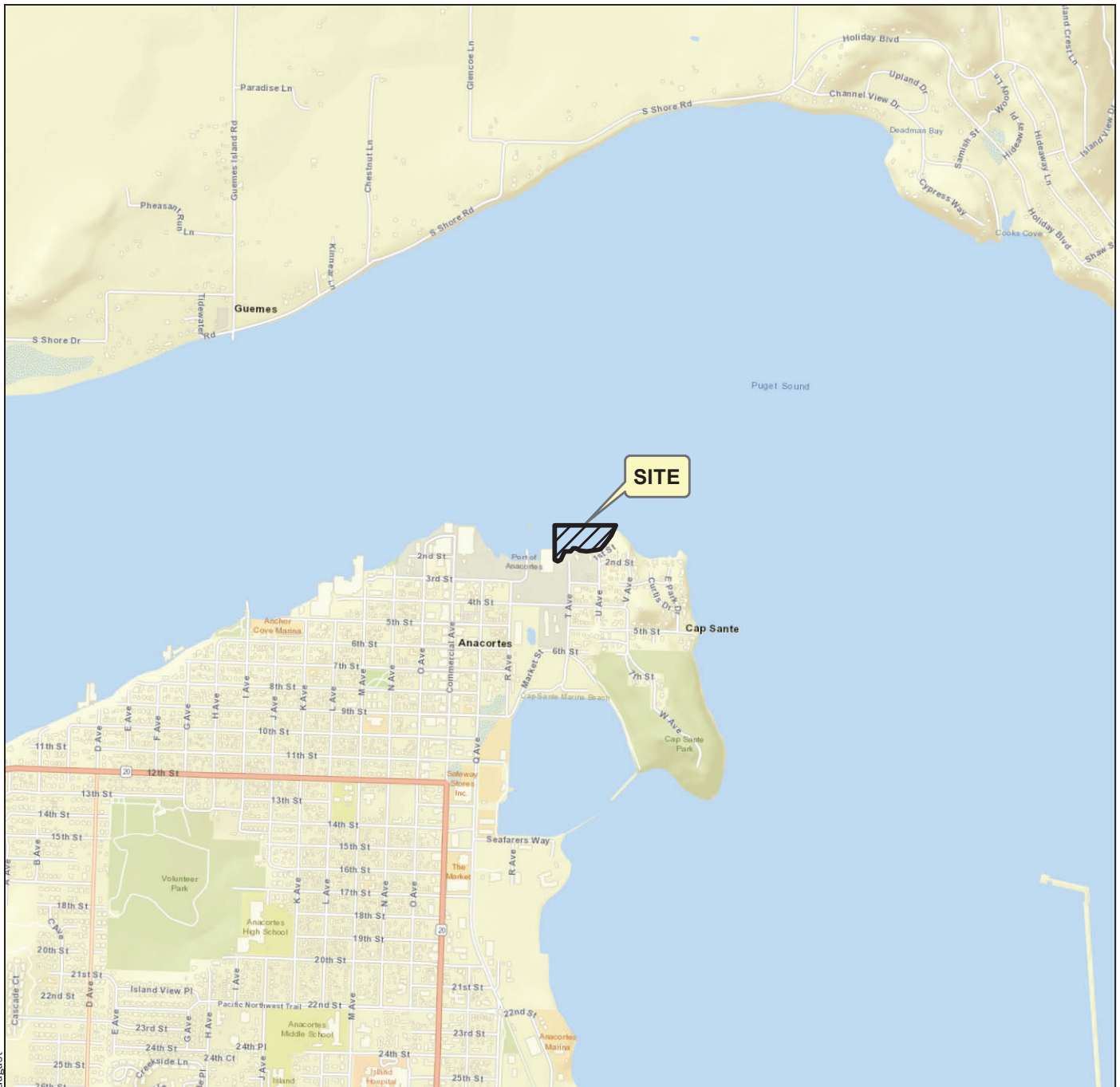
PQL = practical quantification limit

Table 4
Proposed Supplemental Sediment Sampling Location Coordinates
Anacortes Port Log Yard
Anacortes, Washington

Sample Location	Washington State Plains North (US Feet)		Latitude	Longitude
	Northing	Easting		
LY-14	560123.4	1210806.1	48.5220	-122.6062
LY-15	560003.9	1210801.2	48.5216	-122.6062
LY-16	559880.3	1210799.1	48.5213	-122.6062
LY-17	559877.5	1210947.7	48.5213	-122.6056
LY-18	559999.1	1210947.7	48.5216	-122.6056
LY-19	560121.3	1210951.9	48.5220	-122.6056
LY-20	560118.5	1211085.9	48.5220	-122.6051
LY-21	559999.1	1211079.7	48.5216	-122.6051
LY-22	560168.5	1211300.5	48.5221	-122.6042
LY-23	559875.5	1211077.6	48.5213	-122.6051
LY-24	559848.4	1211198.4	48.5212	-122.6046
LY-25	559921.3	1211212.3	48.5214	-122.6045
LY-26	560115.7	1211221.4	48.5220	-122.6045
LY-27	559996.3	1211216.5	48.5216	-122.6045

Note:

Northings and eastings (in feet) and latitude and longitude (in decimal degrees) are referenced to the North American Datum 1983 (NAD83), Washington State Plane North (US Feet).



Vicinity Map

Anacortes Port Log Yard
Anacortes, Washington



Figure 1

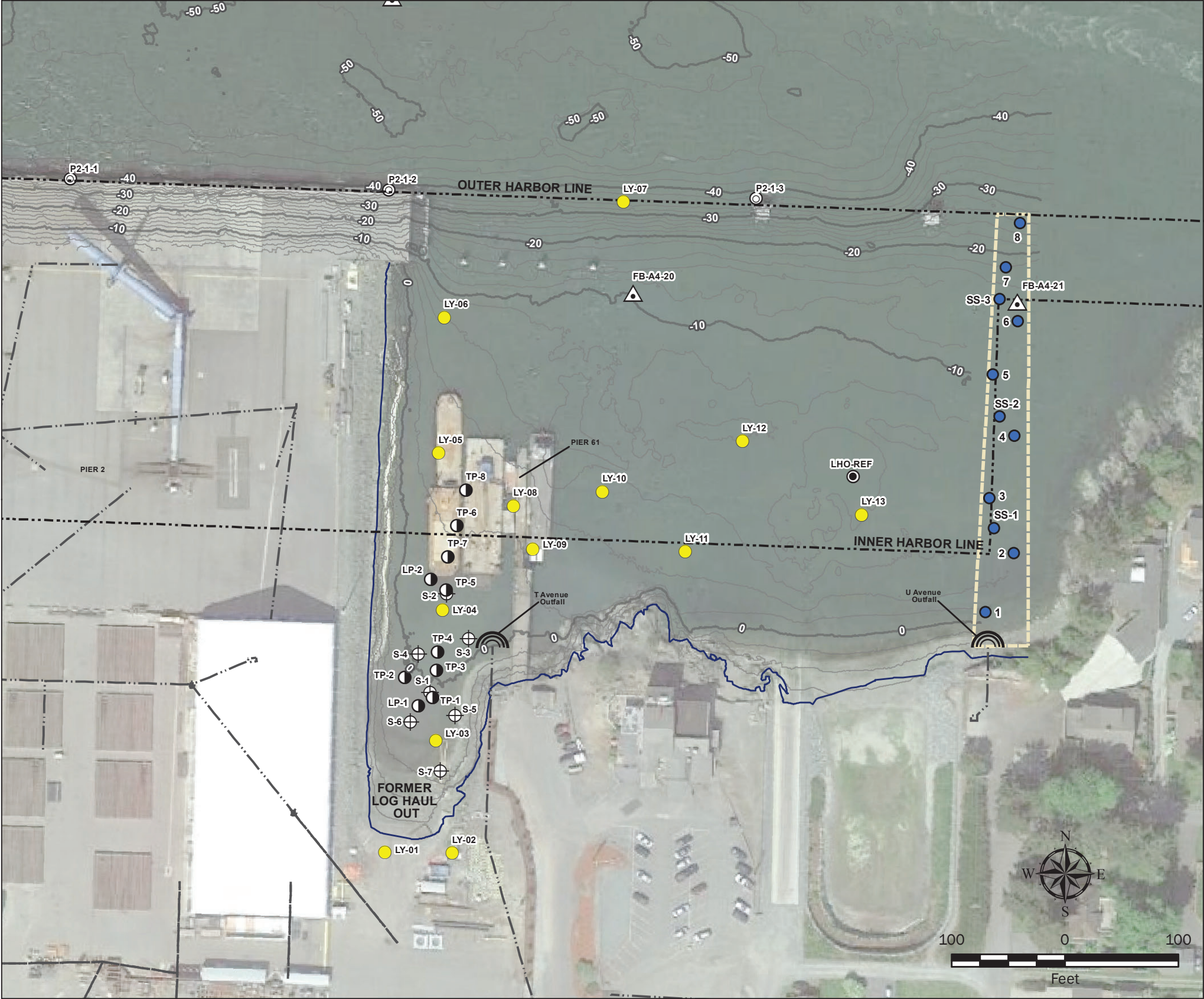
Notes:

1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Data Source: Mapbox Open Street Map, 2015

Projection: NAD 1983 StatePlane Washington North FIPS 4601 Feet

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Legend

- Mean Higher High Water (MHHW)
- - - Harbor Line
- - - Stormdrain
- City of Anacortes Outfall
- Proposed City of Anacortes Waste Water Treatment Outfall Project Area

Sediment Investigation Legend

- Nearshore Sediment Characterization Study (DOF, 2020)
- RI/FS Investigation (GeoEngineers, 2016)
- ⊙ Dredged Material Characterization Study (GeoEngineers, 2012)
- ⊙ Supplemental Sediment Characterization Study (GeoEngineers, 2012)
- ⊕ Sediment Characterization Study (GeoEngineers, 2010)
- △ Fidalgo Bay Sediment Investigation (SAIC, 2008)
- Pier 2 Log Haul Out Facility Due Diligence Study (Floyd|Snider, 2004)

Bathymetric Contours

- Index Contour (10 ft)
- Contour (2ft)

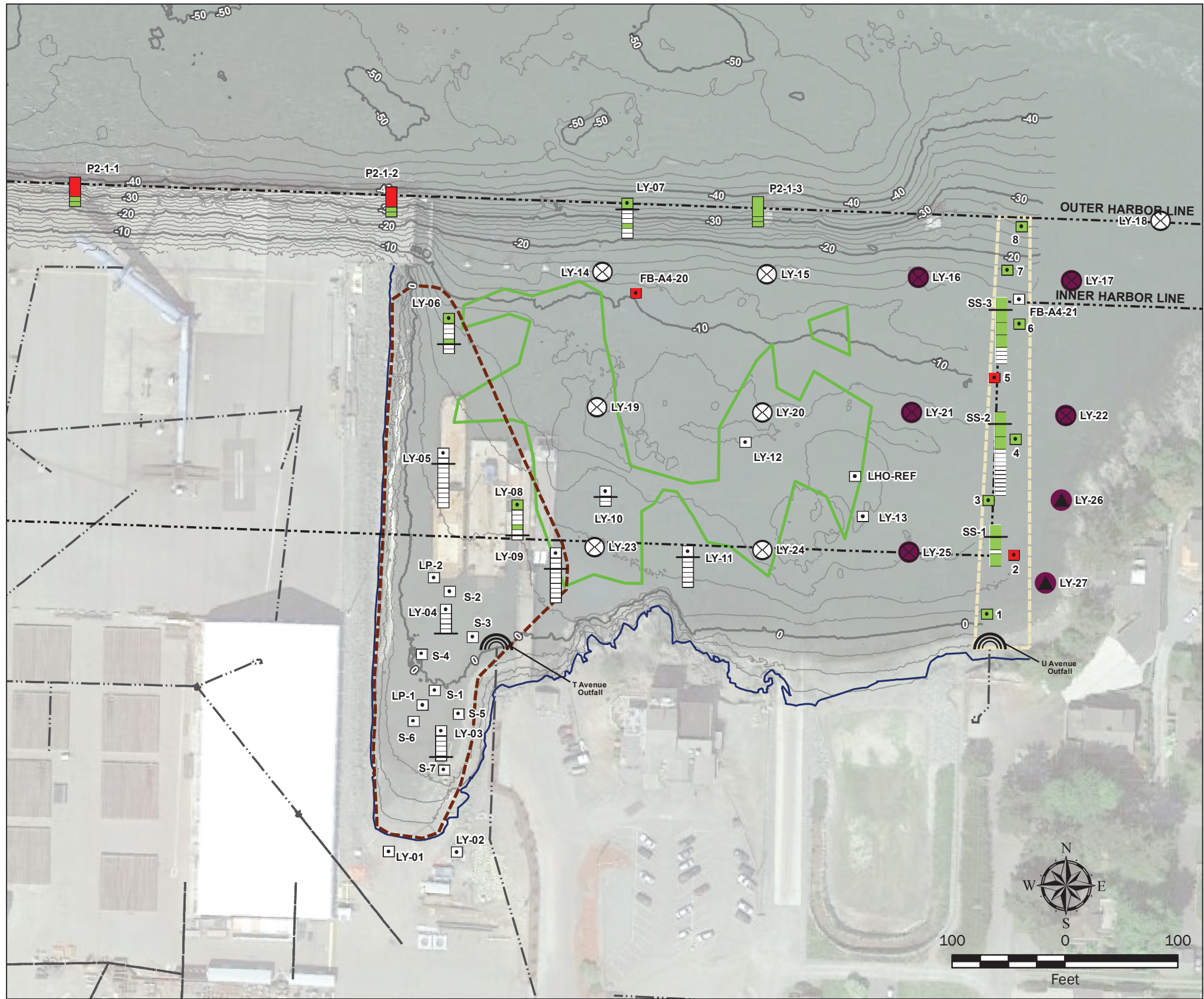
Notes:

1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Existing Sediment Investigation Locations	
Anacortes Port Log Yard Anacortes, Washington	
	Figure 2

Data Source: Aerial Imagery - Google Earth, 2015. Bathymetry from David Evans and Associates Inc. (DEA) survey dated June 26, 2014.
 Projection: NAD 1983 StatePlane Washington North FIPS 4601 Feet

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Legend

- Mean Higher High Water (MHHW)
- Eelgrass Boundary (Approximate Extent)
- Observed Wood Debris (Approximate Extent)
- Bathymetric Contours**
 - Index Contour (10 ft)
 - Contour (2ft)
 - Proposed City of Anacortes Waste Water Treatment Outfall

Surface/Core Sediment Sampling Locations

- Surface (0-10 cm) Sample
- Core Sample (1-foot Interval)
- Core Sample (4-foot Interval)
- Fill/Native Contact (Approximate)
- Proposed Surface Sediment and Sediment Core Sampling Location
- Proposed Surface Sediment Sample Location
- Selected for Initial Chemical Analysis (See Table 1)

Summary of Chemical Result

- Exceedance of Benthic and Human Health Screening Level
- Exceedance of Benthic Screening Level Only
- Exceedance of Human Health Screening Level Only
- Not Detected Greater Than Screening Level
- Not Detected, Reporting Limit Exceeds Screening Level
- No Data

Notes:

- Benthic and human health screening levels summarized in Table 4.
- The locations of all features shown are approximate.
- This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Summary of Tributyltin Results and Proposed Sediment Sampling Locations

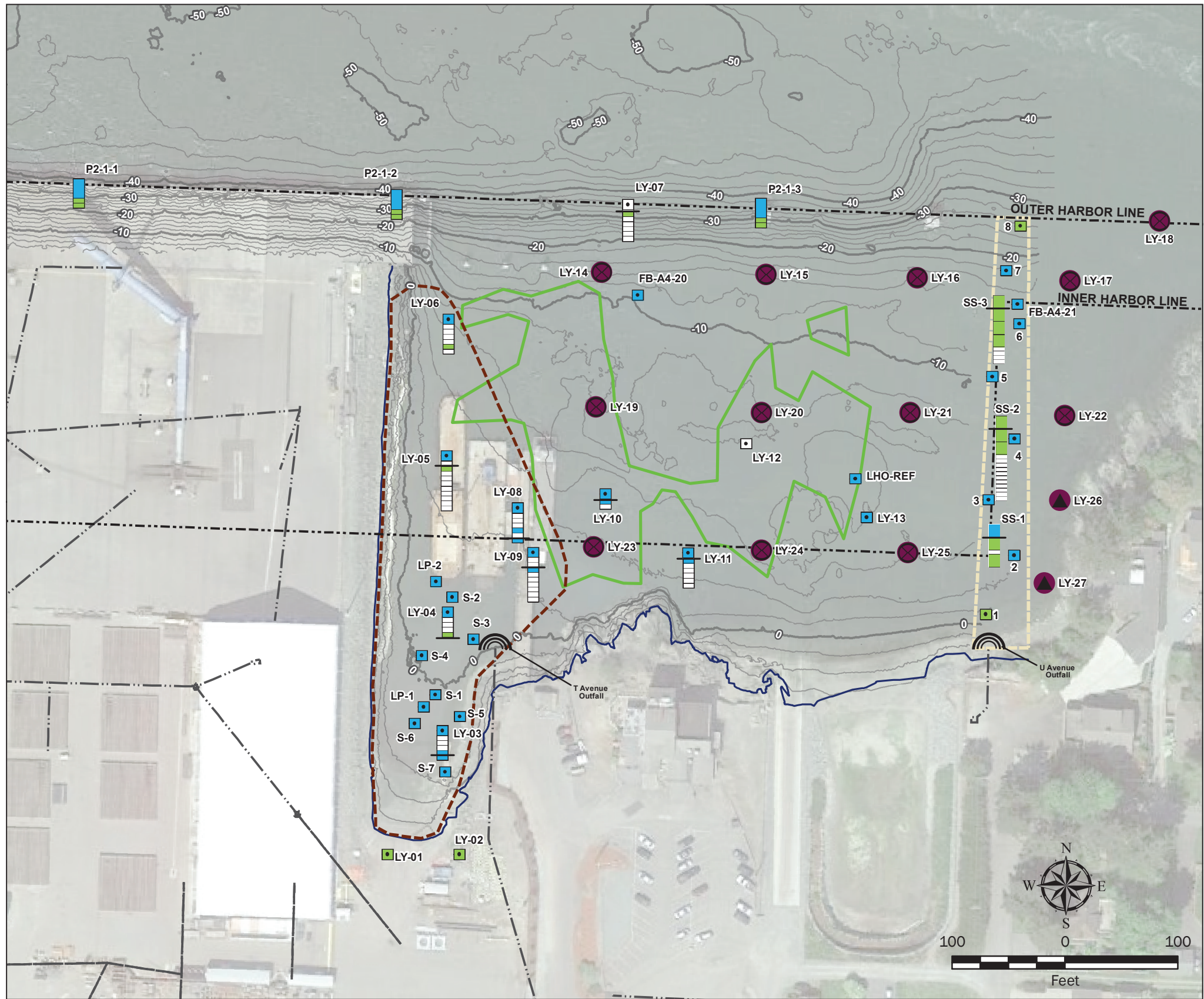
Anacortes Port Log Yard
Anacortes, Washington



Figure 3

Data Source: Aerial Imagery - Google Earth, 2015
Projection: NAD 1983 StatePlane Washington North FIPS 4601 Feet

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Legend

- Mean Higher High Water (MHHW)
- Eelgrass Boundary (Approximate Extent)
- Observed Wood Debris (Approximate Extent)
- Bathymetric Contours**
 - Index Contour (10 ft)
 - Contour (2ft)
- Proposed City of Anacortes Waste Water Treatment Outfall
- Surface/Core Sediment Sampling Locations**
 - Surface (0-10 cm) Sample
 - Core Sample (1-foot Interval)
 - Core Sample (4-foot Interval)
 - Fill/Native Contact (Approximate)
 - Proposed Surface Sediment and Sediment Core Sampling Location
 - Proposed Surface Sediment Sample Location
 - Selected for Initial Chemical Analysis (See Table 1)

Summary of Chemical Result

- Exceedance of Benthic and Human Health Screening Level
- Exceedance of Benthic Screening Level Only
- Exceedance of Human Health Screening Level Only
- Not Detected Greater Than Screening Level
- Not Detected, Reporting Limit Exceeds Screening Level
- No Data

Notes:

- Benthic and human health screening levels summarized in Table 4.
- The locations of all features shown are approximate.
- This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Summary of Total cPAH TEQ Results and Proposed Sampling Locations

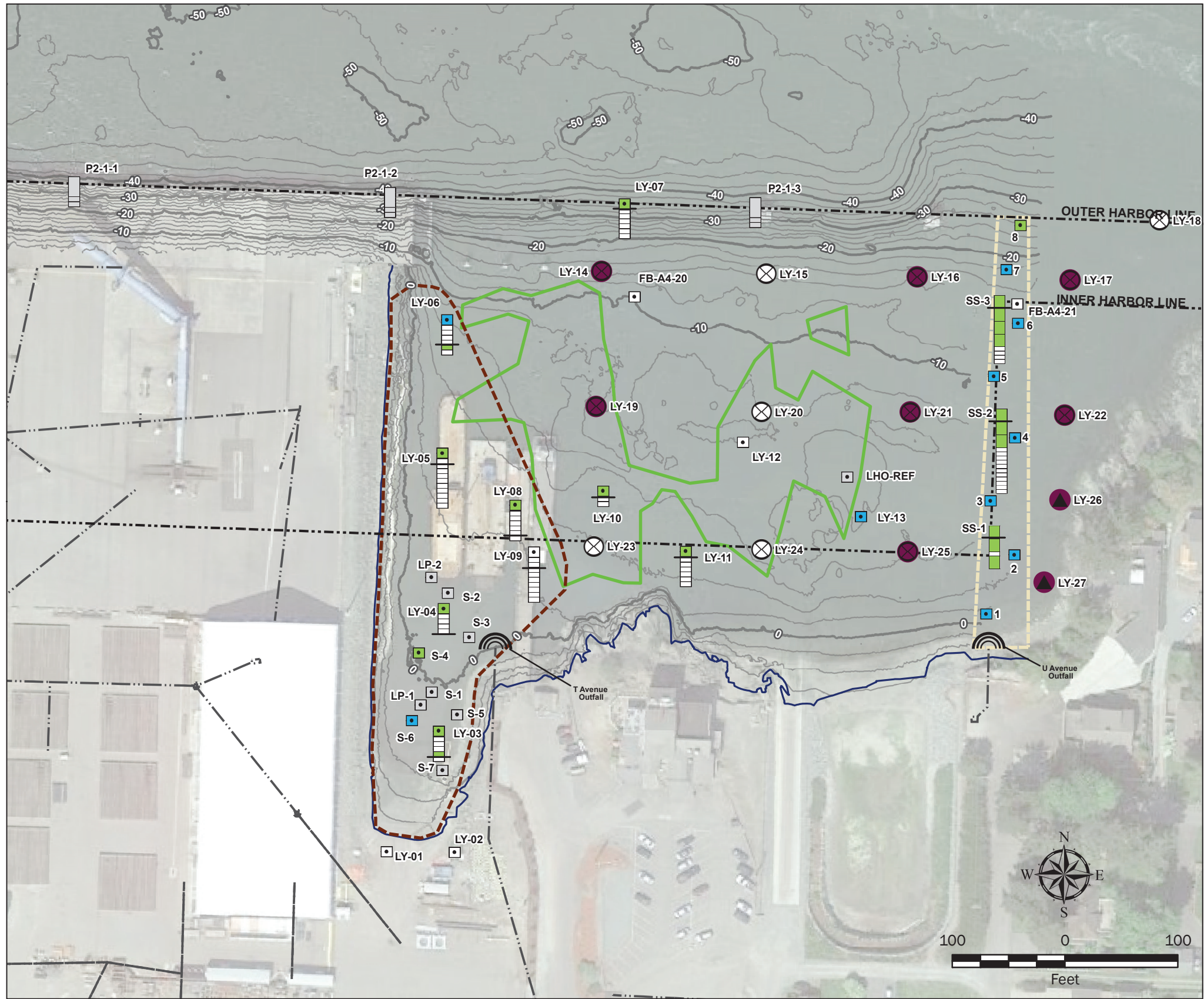
Anacortes Port Log Yard
Anacortes, Washington



Figure 4

Data Source: Aerial Imagery - Google Earth, 2015
Projection: NAD 1983 StatePlane Washington North FIPS 4601 Feet

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Legend

- Mean Higher High Water (MHHW)
- Eelgrass Boundary (Approximate Extent)
- Observed Wood Debris (Approximate Extent)

Bathymetric Contours

- Index Contour (10 ft)
- Contour (2ft)
- Proposed City of Anacortes Waste Water Treatment Outfall

Surface/Core Sediment Sampling Locations

- Surface (0-10 cm) Sample
- Core Sample (1-foot Interval)
- Core Sample (4-foot Interval)
- Fill/Native Contact (Approximate)
- Proposed Surface Sediment and Sediment Core Sampling Location
- Proposed Surface Sediment Sample Location
- Selected for Initial Chemical Analysis (See Table 1)

Summary of Chemical Result

- Exceedance of Benthic and Human Health Screening Level
- Exceedance of Benthic Screening Level Only
- Exceedance of Human Health Screening Level Only
- Not Detected Greater Than Screening Level
- Not Detected, Reporting Limit Exceeds Screening Level
- No Data

Notes:

- Benthic and human health screening levels summarized in Table 4.
- The locations of all features shown are approximate.
- This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

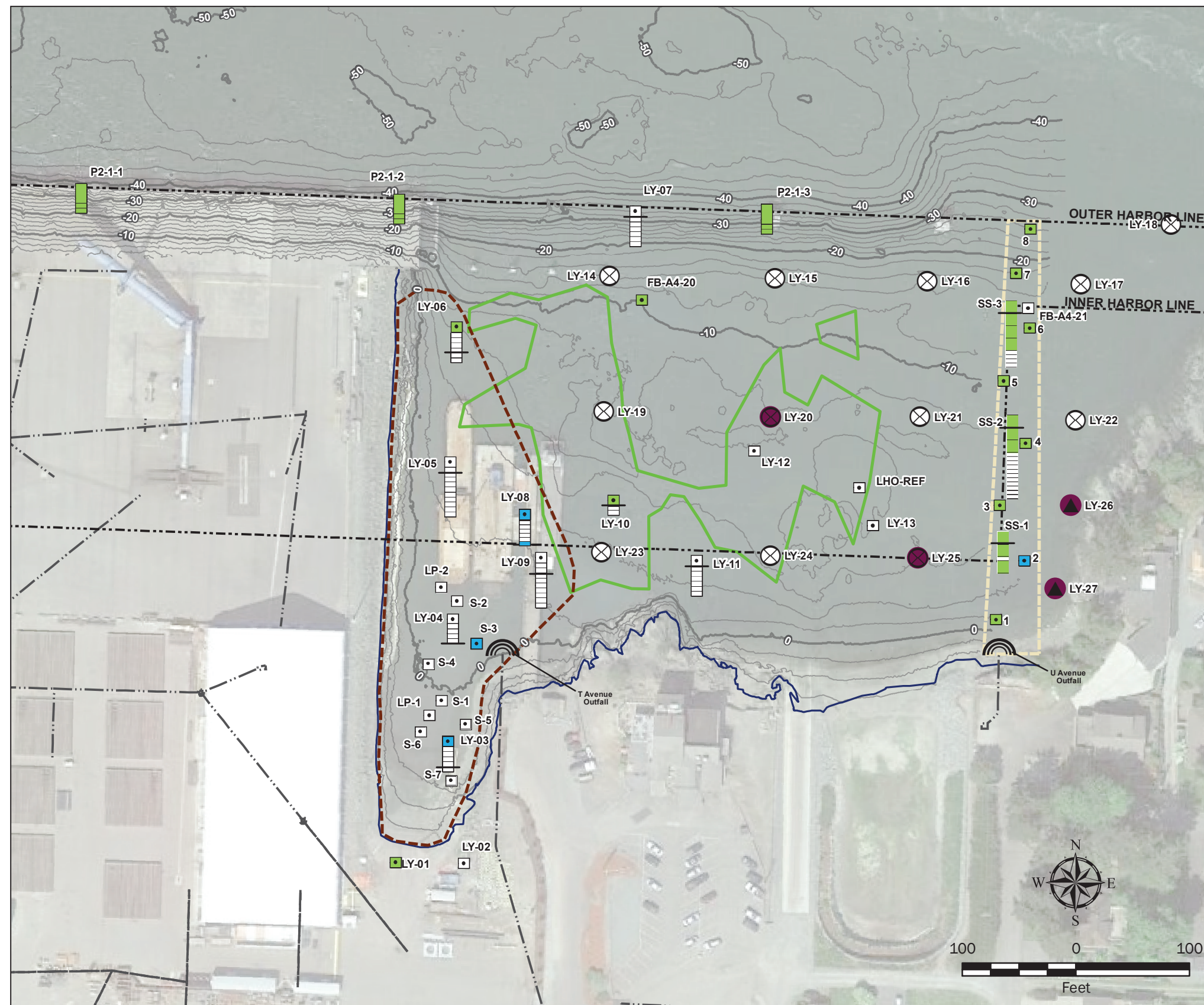
**Summary of PCB Results
and Proposed Sediment Sampling Locations**

Anacortes Port Log Yard
Anacortes, Washington



Figure 5

Data Source: Aerial Imagery - Google Earth, 2015
Projection: NAD 1983 StatePlane Washington North FIPS 4601 Feet



Legend

- Mean Higher High Water (MHHW)
- Eelgrass Boundary (Approximate Extent)
- Observed Wood Debris (Approximate Extent)

Bathymetric Contours

- Index Contour (10 ft)
 Contour (2ft)
 Proposed City of Anacortes Waste Water Treatment Outfall

Surface/Core Sediment Sampling Locations

-  Surface (0-10 cm) Sample
 Core Sample (1-foot Interval)
 Core Sample (4-foot Interval)
 Fill/Native Contact (Approximate)
 Proposed Surface Sediment and Sediment Core Sampling Location
 Proposed Surface Sediment Sample Location
 Selected for Initial Chemical Analysis (See Table 1)

Summary of Chemical Result

- Exceedance of Human Health Screening Level Only
 Not Detected Greater Than Screening Level
 Not Detected, Reporting Limit Exceeds Screening Level
 No Data

Notes:

- NOTES:**
1. Benthic and human health screening levels summarized in Table 4.
 2. The locations of all features shown are approximate.
 3. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document.
- GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Summary of Total Dioxin and Furan Results and Proposed Sediment Sampling Locations

Anacortes Port Log Yard
Anacortes, Washington

GEOENGINEERS 

Figure 6

ATTACHMENT A

Inadvertent Discovery Plan



INADVERTENT DISCOVERY PLAN PLAN AND PROCEDURES FOR THE DISCOVERY OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS

To request ADA accommodation, including materials in a format for the visually impaired, call Ecology at 360-407-6000 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with a speech disability may call TTY at 877-833-6341.

Site Name(s): **Anacortes Port Log Yard**

Location: **718 4th Street, Anacortes, Washington**

Project Lead/Organization: **Port of Anacortes**

County: **Skagit**

1. INTRODUCTION

The IDP outlines procedures to perform in the event of a discovery of archaeological materials or human remains, in accordance with applicable state and federal laws. An IDP is required, as part of Agency Terms and Conditions for all grants and loans, for any project that creates disturbance above or below the ground. An IDP is not a substitute for a formal cultural resource review (Executive 05-05 or Section 106).

Once completed, **the IDP shall always be kept at the project site** during all project activities. All staff, contractors, and volunteers shall be familiar with its contents and know where to find it.

2. CULTURAL RESOURCE DISCOVERIES

A cultural resource discovery could be prehistoric or historic. Examples include (see images for further examples):

- An accumulation of shell, burned rocks, or other food related materials.
- Bones, intact or in small pieces.
- An area of charcoal or very dark stained soil with artifacts.
- Stone tools or waste flakes (for example, an arrowhead or stone chips).
- Modified or stripped trees, often cedar or aspen, or other modified natural features, such as rock drawings.
- Agricultural or logging materials that appear older than 50 years. These could include equipment, fencing, canals, spillways, chutes, derelict sawmills, tools, and many other items.
- Clusters of tin cans or bottles, or other debris that appear older than 50 years.
- Old munitions casings. **Always assume these are live and never touch or move.**
- Buried railroad tracks, decking, foundations, or other industrial materials.
- Remnants of homesteading. These could include bricks, nails, household items, toys, food containers, and other items associated with homes or farming sites.

The above list does not cover every possible cultural resource. When in doubt, assume the material is a cultural resource.

3. ON-SITE RESPONSIBILITIES

If any employee, contractor, or subcontractor believes that they have uncovered cultural resources or human remains at any point in the project, take the following steps to **Stop-Protect-Notify**. **If you suspect that the discovery includes human remains, also follow Sections 5 and 6.**

STEP A: Stop Work.

All work must stop immediately in the vicinity of the discovery.

STEP B: Protect the Discovery.

Leave the discovery and the surrounding area untouched and create a clear, identifiable, and wide boundary (30 feet or larger) with temporary fencing, flagging, stakes, or other clear markings. Provide protection and ensure integrity of the discovery until cleared by the Department of Archaeological and Historical Preservation (DAHP) or a licensed, professional archaeologist.

Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site. Do not allow work to resume within the boundary until the requirements of this IDP are met.

STEP C: Notify Project Archaeologist (if applicable).

1. The individual making the discovery will immediately notify the Project Lead.
2. The Project Lead will notify the Port of Anacortes Project Manager.
3. The Port's Project Manager will notify the Project Archaeologist. The Project Archaeologist will examine the discovery to determine if there is an archaeological find (See Sections 6 and 7).

Project Lead Contacts

Primary Contact

Name: John Herzog

Phone: (o) 206.728.2674

(c) 206.406.6431

Email: jherzog@geoengineers.com

Alternate Contact

Name: Robert Trahan

Phone: (o) 206.239.3253

(c) 206.240.2300

Email: rtarahan@geoengineers.com

Port of Anacortes Project Manager

Name: Jenkins Dossen

Phone: (o) 360.299.1814

(c) 360.661.2163

Email: jenkins@portofanacortes.com

Project Archaeologist Contact

Name: Brett Lenz

Business: Columbia Geotechnical Associates

Phone: (c) 206.855.9020

Email: brettlenz@gmail.com

STEP D: Notify Project and Washington Department of Ecology (Ecology) contacts.

Ecology Contacts

Ecology Project Manager

Name: Arianne Fernandez

Program: Toxics Cleanup

Phone: (o) 360.407.7209
(c) 360.704.0173

Email: arianne.fernandez@ecy.wa.gov

Alternate or Cultural Resource Contact

Name: Josh Morman

Program: Toxics Cleanup

Phone: (o) 360.407.6991
(c) 360.480.3289

Email: josh.morman@ecy.wa.gov

STEP E: Ecology will notify DAHP.

Once notified, the Ecology Cultural Resource Contact or the Ecology Project Manager will contact DAHP to report and confirm the discovery. **To avoid delay, the Project Lead/Organization will contact DAHP if they are not able to reach Ecology.**

DAHP will provide the steps to assist with identification. DAHP, Ecology, and Tribal representatives may coordinate a site visit following any necessary safety protocols. DAHP may also inform the Project Lead/Organization and Ecology of additional steps to further protect the site.

Do not continue work until DAHP has issued an approval for work to proceed in the area of, or near, the discovery.

DAHP Contact

Name: Rob Whitlam, PhD

Title: State Archaeologist

Phone: (o) 360.586.3065
(c) 360.890.2615

Email: Rob.Whitlam@dahp.wa.gov

Human Remains/Bones Contact

Name: Guy Tasa, PhD

Title: State Anthropologist

Phone: (c) 360.790.1633 (24/7)

Email: Guy.Tasa@dahp.wa.gov

4. TRIBAL CONTACTS

In the event cultural resources are discovered, the following tribes will be contacted. See Section 10 for Additional Resources.

Tribe: Samish
Name: Jackie Ferry
Title: Cultural Resources Program Manager
Phone: 360.293.6404
Email: jferry@samishtribe.nsn.us

Tribe: Lummi
Name: Lena Tso
Title: Historic Preservation Officer
Phone: 360.384.2259
Email: lenat@lummi-nsn.gov

Tribe: Swinomish
Name: James Harrison
Title: Tribal Archaeologist
Phone: 206.383.7008
Email: jharrison@swinomish.nsn.us

Tribe: Swinomish
Name: Josephine Peters
Title: Tribal Historic Preservation Officer
Phone: 360.488.3860
Email: jpeters@swinomish.nsn.us

Please provide contact information for additional tribes within your project area, if needed, in Section 11.

5. FURTHER CONTACTS (if applicable)

There is no partnering federal or state agency to notify in the event of a discovery.

6. SPECIAL PROCEDURES FOR THE DISCOVERY OF HUMAN SKELETAL REMAINS

Any human skeletal remains, regardless of antiquity or ethnic origin, will at all times be treated with dignity and respect. Follow the steps under **Stop-Protect-Notify**. For specific instructions on how to handle a human remains discovery, see: [RCW 68.50.645: Skeletal human remains—Duty to notify—Ground disturbing activities—Coroner determination—Definitions.](#)

Suggestion: If you are unsure whether the discovery is human bone or not, contact Guy Tasa with DAHP, for identification and next steps. Do not pick up the discovery.

Name: Guy Tasa, PhD

Title: State Anthropologist

Phone: (c) 360.790.1633 (24/7)

Email: Guy.Tasa@dahp.wa.gov

For discoveries that are confirmed or suspected human remains, follow these steps:

1. Notify law enforcement and the Medical Examiner/Coroner using the contacts below. **Do not call 911** unless it is the only number available to you.

Enter contact information below (required):

- **Skagit County Coroner**
Hayley Thompson
360.336.9431
 - **City of Anacortes Police Department**
John Small, Chief of Police
360.293.4684
 - **Emergency phone number**
Dial 911
2. The Medical Examiner/Coroner (with assistance of law enforcement personnel) will determine if the remains are human or if the discovery site constitutes a crime scene and will notify DAHP.
 3. **DO NOT speak with the media, allow photography or disturbance of the remains, or release any information about the discovery on social media.**
 4. If the remains are determined to be non-forensic, cover the remains with a tarp or other materials (not soil or rocks) for temporary protection and to shield them from being photographed by others or disturbed.

Further activities:

- Per [RCW 27.44.055](#), [RCW 68.50](#), and [RCW 68.60](#), DAHP will have jurisdiction over non-forensic human remains. Ecology staff will participate in consultation. The Project Lead/Organization may also participate in consultation.
- Documentation of human skeletal remains and funerary objects will be agreed upon through the consultation process described in [RCW 27.44.055](#), [RCW 68.50](#), and [RCW 68.60](#).
- When consultation and documentation activities are complete, work in the discovery area may resume as described in Section 8.

If the project occurs on federal lands (such as a national forest or park or a military reservation) the provisions of the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) apply and the responsible federal agency will follow its

provisions. Note that state highways that cross federal lands are on an easement and are not owned by the state.

If the project occurs on non-federal lands, the Project Lead/Organization will comply with applicable state and federal laws, and the above protocol.

7. DOCUMENTATION OF ARCHAEOLOGICAL MATERIALS

Archaeological resources discovered during construction are protected by state law [RCW 27.56](#) and assumed eligible for inclusion in the National Register of Historic Places under Criterion D until a formal Determination of Eligibility is made.

The Project Lead/Organization must ensure that proper documentation and field assessments are made of all discovered cultural resources in cooperation with all parties: the federal agencies (if any), DAHP, Ecology, affected tribes, and the archaeologist.

An archaeologist will record all prehistoric and historic cultural material discovered during project construction on a standard DAHP archaeological site or isolate inventory form. They will photograph site overviews, features, and artifacts and prepare stratigraphic profiles and soil/sediment descriptions for minimal subsurface exposures. They will document discovery locations on scaled site plans and site location maps.

Cultural features, horizons, and artifacts detected in buried sediments may require the archaeologist to conduct further evaluation using hand-dug test units. They will excavate units in a controlled fashion to expose features, collect samples from undisturbed contexts, or to interpret complex stratigraphy. They may also use a test unit or trench excavation to determine if an intact occupation surface is present. They will only use test units when necessary to gather information on the nature, extent, and integrity of subsurface cultural deposits to evaluate the site's significance. They will conduct excavations using standard archaeological techniques to precisely document the location of cultural deposits, artifacts, and features.

The archaeologist will record spatial information, depth of excavation levels, natural and cultural stratigraphy, presence or absence of cultural material, and depth to sterile soil, regolith, or bedrock for each unit on a standard form. They will complete test excavation unit level forms, which will include plan maps for each excavation level and artifact counts and material types, number, and vertical provenience (depth below surface and stratum association where applicable) for all recovered artifacts. They will draw a stratigraphic profile for at least one wall of each test excavation unit.

The archaeologist will screen sediments excavated for purposes of cultural resources investigation through 1/8-inch mesh, unless soil conditions warrant 1/4-inch mesh.

The archaeologist will analyze, catalogue, and temporarily curate all prehistoric and historic artifacts collected from the surface and from probes and excavation units. The ultimate disposition of cultural materials will be determined in consultation with the federal agencies (if any), DAHP, Ecology, and the affected tribe(s).

Within 90 days of concluding fieldwork, the archaeologist will provide a technical report describing any and all monitoring and resultant archaeological excavations to the Project Lead/Organization, who will forward the report to Ecology, the federal agencies

(if any), DAHP, and the affected tribe(s) for review and comment.

If assessment activities expose human remains (burials, isolated teeth, or bones), the archaeologist and Project Lead/Organization will follow the process described in **Section 6**.

8. PROCEEDING WITH WORK

The Project Lead/Organization shall work with the archaeologist, DAHP, and affected tribe(s) to determine the appropriate discovery boundary and where work can continue.

Work may continue at the discovery location only after the process outlined in this plan is followed and the Project Lead/Organization, DAHP, any affected tribe(s), Ecology, and the federal agencies (if any) determine that compliance with state and federal laws is complete.

9. ORGANIZATION RESPONSIBILITY

The Project Lead/Organization is responsible for ensuring:

- This IDP has complete and accurate information.
- This IDP is immediately available to all field staff at the site and available by request to any party.
- This IDP is implemented to address any discovery at the site.
- That all field staff, contractors, and volunteers are instructed on how to implement this IDP.

10. ADDITIONAL RESOURCES

Informative Video

Ecology recommends that all project staff, contractors, and volunteers view this informative video explaining the value of IDP protocol and what to do in the event of a discovery. The target audience is anyone working on the project who could unexpectedly find cultural resources or human remains while excavating or digging. The video is also posted on DAHP's inadvertent discovery language website.

- [Ecology's IDP Video](https://www.youtube.com/watch?v=ioX-4cXfbDY) (<https://www.youtube.com/watch?v=ioX-4cXfbDY>)

Informational Resources

- [DAHP](https://dahp.wa.gov) (<https://dahp.wa.gov>)
- [Washington State Archeology \(DAHP 2003\)](https://dahp.wa.gov/sites/default/files/Field%20Guide%20to%20WA%20Arch_0.pdf)
(https://dahp.wa.gov/sites/default/files/Field%20Guide%20to%20WA%20Arch_0.pdf)
- [Association of Washington Archaeologists](https://www.archaeologyinwashington.com)
(<https://www.archaeologyinwashington.com>)

Potentially Interested Tribes

- [Tribal Contacts: Interactive Map of Tribes by Area](https://dahp.wa.gov/archaeology/tribal-consultation-information)
(<https://dahp.wa.gov/archaeology/tribal-consultation-information>)
- [Tribal Contacts - WSDOT Tribal Contact Website](https://wsdot.wa.gov/tribal/TribalContacts.htm)
(<https://wsdot.wa.gov/tribal/TribalContacts.htm>)

11. ADDITIONAL INFORMATION

There is no additional information in the event of a discovery. Procedures outlined in this IDP will be followed in the event of a discovery.

Implement the IDP if you see...

Chipped stone artifacts.

Examples are:

- Glass-like material.
- Angular material.
- “Unusual” material or shape for the area.
- Regularity of flaking.
- Variability of size.



Stone artifacts from Oregon.



Stone artifacts from Washington.



Biface-knife, scraper, or pre-form found in NE Washington. Thought to be a well knapped object of great antiquity. Courtesy of Methow Salmon Rec. Foundation.

Implement the IDP if you see...

Ground stone artifacts.

Examples are:

- Unusual or unnatural shapes or unusual stone.
- Striations or scratching.
- Etching, perforations, or pecking.
- Regularity in modifications.
- Variability of size, function, or complexity.



Above: Fishing Weight - credit [CRITFC Treaty Fishing Rights website](#).



Artifacts from unknown locations (left and right images).

Implement the IDP if you see...

Bone or shell artifacts, tools, or beads.

Examples are:

- Smooth or carved materials.
- Unusual shape.
- Pointed as if used as a tool.
- Wedge shaped like a “shoehorn”.
- Variability of size.
- Beads from shell (dentalium) or tusk.



Upper Left: *Bone Awls from Oregon.*

Upper Center: *Bone Wedge from California.*

Upper Right: *Plateau dentalium choker and bracelet, from Nez Perce National Historical Park, 19th century, made using Antalis pretiosa shells*
Credit: Nez Perce - Nez Perce National Historical Park, NEPE 8762, Public Domain.

Above: *Tooth Pendants. Right: Bone Pendants. Both from Oregon and Washington.*



Implement the IDP if you see...

Culturally modified trees, fiber, or wood artifacts.

Examples are:

- Trees with bark stripped or peeled, carvings, axe cuts, de-limbing, wood removal, and other human modifications.
- Fiber or wood artifacts in a wet environment.
- Variability of size, function, and complexity.



Left and Below: *Culturally modified tree and an old carving on an aspen (Courtesy of DAHP). These are examples of above ground cultural resources.*

Right, Top to Bottom: *Artifacts from Mud Bay, Olympia: Toy war club, two strand cedar rope, wet basketry.*



Implement the IDP if you see...

Strange, different, or interesting looking dirt, rocks, or shells.

Human activities leave traces in the ground that may or may not have artifacts associated with them. Examples are:

- “Unusual” accumulations of rock (especially fire-cracked rock).
- “Unusual” shaped accumulations of rock (such as a shape similar to a fire ring).
- Charcoal or charcoal-stained soils, burnt-looking soils, or soil that has a “layer cake” appearance.
- Accumulations of shell, bones, or artifacts. Shells may be crushed.
- Look for the “unusual” or out of place (for example, rock piles in areas with otherwise few rocks).



Shell Midden pocket in modern fill discovered in sewer trench.



Underground oven. Courtesy of DAHP.

Shell midden with fire cracked rock.



Hearth excavated near Hamilton, WA.

Implement the IDP if you see...

Historic period artifacts (historic archaeology considered older than 50 years).

Examples are:

- Agricultural or logging equipment. May include equipment, fencing, canals, spillways, chutes, derelict sawmills, tools, etc.
- Domestic items including square or wire nails, amethyst colored glass, or painted stoneware.



Left: Top to Bottom: Willow pattern serving bowl and slip joint pocket knife discovered during Seattle Smith Cove shantytown (45-KI-1200) excavation.



Right: Collections of historic artifacts discovered during excavations in eastern Washington cities.



Implement the IDP if you see...

Historic period artifacts (historic archaeology considered older than 50 years).

Examples are:

- Railway tokens, coins, and buttons.
- Spectacles, toys, clothing, and personal items.
- Items helping to understand a culture or identity.
- Food containers and dishware.



Main Image: Dishes, bottles, work boot found at the North Shore Japanese bath house (ofuro) site, Courtesy Bob Muckle, Archaeologist, Capilano University, B.C. This is an example of an above ground resource.



Right, from Top to Bottom:
Coins, token, spectacles and
Montgomery Ward pitchfork
toy discovered during
Seattle Smith Cove
shantytown (45-KI-1200)
excavation.



Implement the IDP if you see...

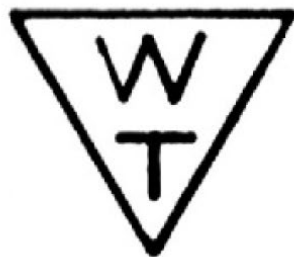
- Old munition casings – if you see ammunition of any type – ***always assume they are live and never touch or move!***
- Tin cans or glass bottles with an older manufacturer's technique – maker's mark, distinct colors such as turquoise, or an older method of opening the container.



Far Left: .303 British cartridge found by a WCC planting crew on Skagit River. ***Don't ever touch something like this!***

Left: Maker's mark on bottom of old bottle.

Right: Old beer can found in Oregon. ACME was owned by Olympia Brewery. Courtesy of Heather Simmons.



Logo employed by Whithall Tatum & Co. between 1924 to 1938 (Lockhart et al. 2016).



Can opening dates, courtesy of W.M. Schroeder.

Implement the IDP if you see...

Historic foundations or buried structures.

Examples are:

- Foundations.
- Railroad and trolley tracks.
- Remnants of structures.



Counter Clockwise, Left to Right: *Historic structure 45KI924, in WSDOT right of way for SR99 tunnel. Remnants of Smith Cove shantytown (45-KI-1200) discovered during Ecology CSO excavation, City of Spokane historic trolley tracks (above ground historic resources) uncovered during stormwater project, intact foundation of historic home that survived the Great Ellensburg Fire of July 4, 1889, uncovered beneath parking lot in Ellensburg.*

Implement the IDP if you see...

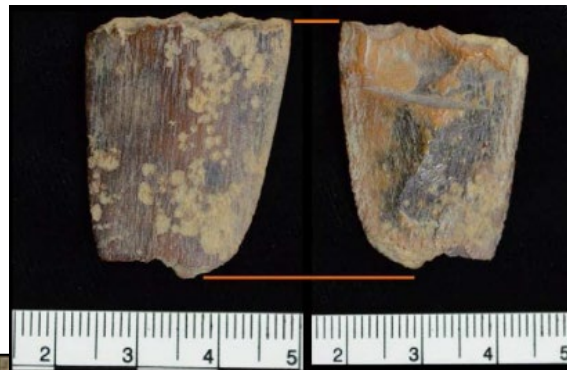
Potential human remains.

Examples are:

- Grave headstones that appear to be older than 50 years.
- Bones or bone tools--intact or in small pieces. It can be difficult to differentiate animal from human so they must be identified by an expert.
- These are all examples of animal bones and are not human.

Center: *Bone wedge tool, courtesy of Smith Cove Shantytown excavation (45KI1200).*

Other images (Top Right, Bottom Left, and Bottom) Center: Courtesy of DAHP.



Directly Above: *This is a real discovery at an Ecology sewer project site.*

What would you do if you found these items at a site? Who would be the first person you would call?

Hint: Read the plan!



City Council Agenda Bill

Meeting Date: July 8, 2024 **Agenda Item:** 6.c.

Agenda Item Title: Ordinance 4083: Amending Anacortes Municipal Code Chapter 10.12 - Parking

Staff Contact(s): Andrew Rheume

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Sidney Neel	Ordinance
Andrew Rheume	
STEVE HOGLUND	
DARCY SWETNAM	

Item Summary: City of Anacortes reviews safety and parking concerns with the intent to protect the welfare and safety of those that use the City street system. The Anacortes City Council has a Traffic Safety Committee that makes recommendations to City Council on code amendments to improve safety, and the Traffic Safety Committee has requested Public Works to provide these code modifications to the City Council for consideration.

Budget Impact:

Previous Action:

Recommended Motion: Step 1: Move to waive the two read rule in the Council Procedures. Step 2: Authorize the Mayor to sign Ordinance No. 4083 to change Anacortes Municipal Code Chapter 10.12 as presented.

Alternative Actions: Take no action and staff will bring the ordinance back for the second read on July 22nd, 2024.

Attachments (listed in order presented):

1. Parking Code Ordinance July 2024
2. Parking Code Ordinance July 2024



P A R K I N G C O D E A M E N D M E N T

CITY OF ANACORTES

Andy Rheaume, Public Works Director

LIST OF LOCATIONS

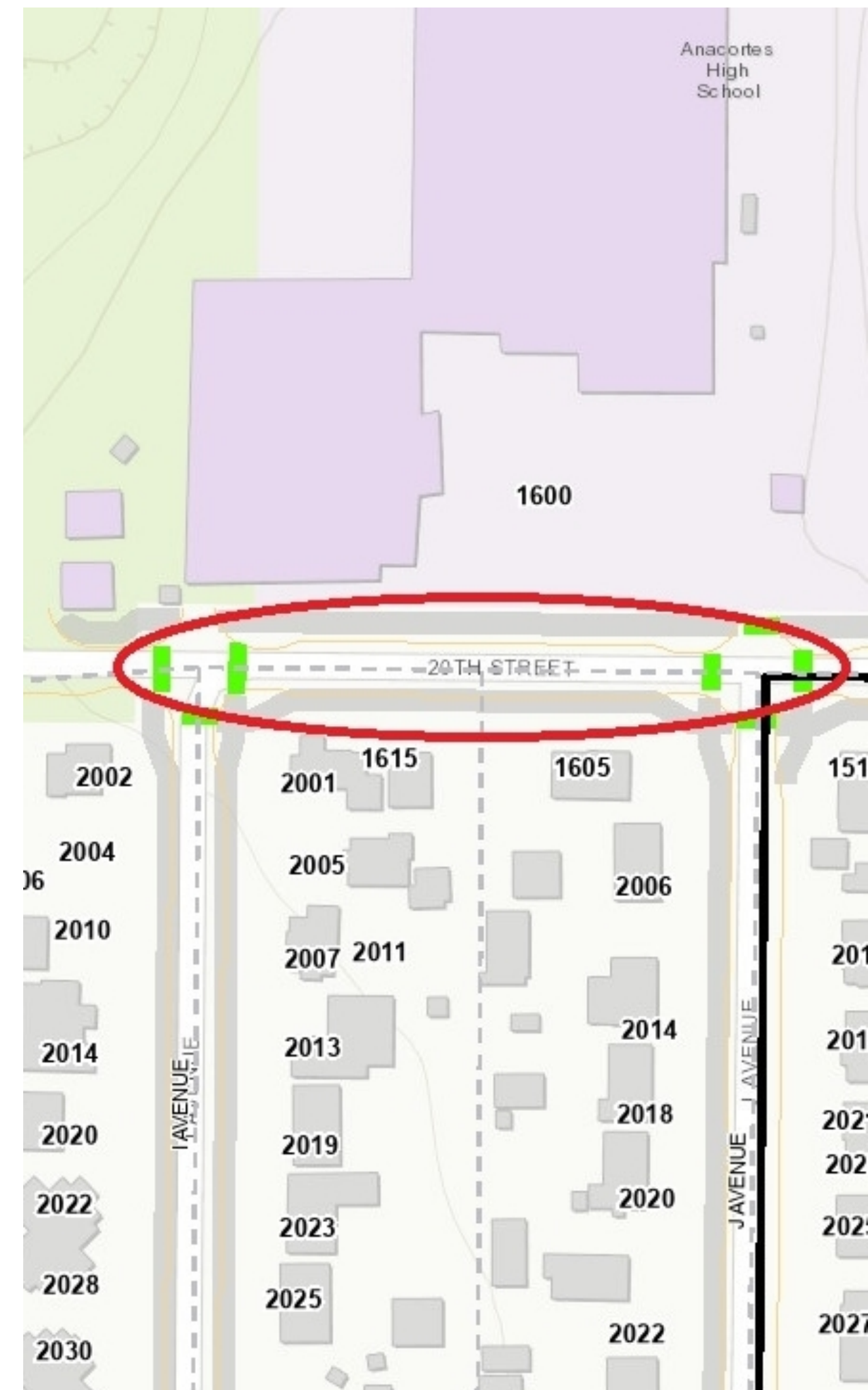
- 20th Street between I Avenue and J Avenue
- 30th Street between Q Avenue and R Avenue
- 20th Street between Commercial Avenue and Q Avenue
- 5th, 6th, and 7th Streets between Q Avenue and R Avenue
- 3rd Street from O Avenue to Commercial Avenue
- Flounder Bay Lane

20th St. between I Ave and J Ave.

Request: Remove road segment from AMC 10.12.370 making the road segment designated as residential parking not time limited.

Current code: 10.12.370 - conflicts with AMC 10.12.410. The road segment is detailed twice in the code.

Staff recommendation: Remove from code section 10.12.370 and leave in table 10.12.410-1, residential parking area. Staff has spoken with ASD and they agree there is no need for the 15 minute parking area.



30th St. between Q Ave. and R Ave.

Request: No parking on 30th St. west of the 30th St. roundabout. Road is very narrow and makes vehicles have to stop to allow others to pass them if someone is entering and exiting the roundabout at the same time.

Staff recommendation: Add south side of 30th St. between Q Ave. and R Ave. to code section 10.12.380 (Parking-Prohibited by street segment).



20th St. between Commercial Ave. and Q Ave.

Request: Street is wide enough to allow for parking on one side of the street. Adjacent business owners/residents are in favor of allowing parking.

Current: Parking-Prohibited by street segment 10.12.380. Parking not allowed on 20th St. between Commercial Ave. and Q Ave.

Staff recommendation: Amend code 10.12.380 to allow parking on north side of 20th St. across from 909 20th St. and east to Q Ave.

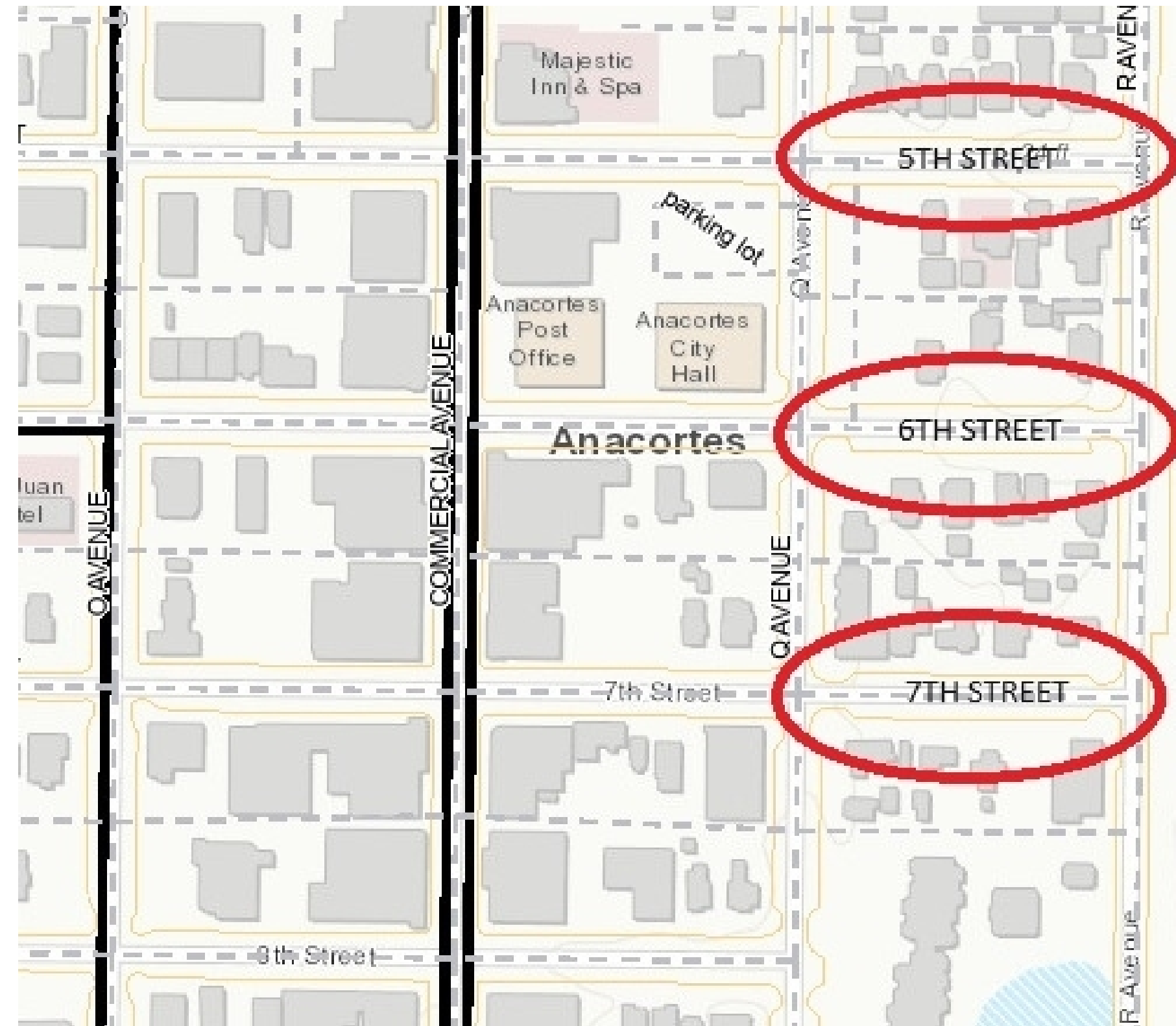


Diagonal Parking 10.12.220

Request: Change code 10.12.220 to allow diagonal parking on the south side of 5th, 6th, and 7th Streets from O Ave. to R Ave.

Current: Cars currently park diagonally on the south side of the street on 5th, 6th, and 7th Streets between Q Ave. and R Ave. Code 10.12.220 only specifies diagonal parking between O Ave. to Q Ave. (except for 6th St. which says “E of O Ave.”)

Staff recommendation: Change code 10.12.220 to allow diagonal parking on the south side of 5th, 6th, and 7th Streets from O Ave. to R Ave.



Diagonal Parking 10.12.220 Con't

Request: Change code 10.12.220 to say diagonal parking on south side of 3rd Street from Commercial Avenue to Q Avenue, not from O Avenue

Current: 3rd Street from O Avenue to Commercial Avenue is standard parallel parking

Staff recommendation: Change code 10.12.220 to say diagonal parking on south side of 3rd Street from Commercial Avenue to Q Avenue, not from O Avenue



Flounder Bay Lane

Issue: Cars parking with driver's side tires against the curb instead of passenger side.

Staff recommendation: Make Flounder Bay a one way street going southeast. Does not require a code amendment.





Q U E S T I O N S ?

**City of Anacortes
Ordinance No. 4083**

**An Ordinance of the City of Anacortes, Washington, Amending Anacortes Municipal
Code Chapter 10.12 - Parking**

Whereas; the City of Anacortes reviews all safety and parking concerns with the intent to protect the welfare and safety of those that use the City street system, and

Whereas; the Anacortes City Council has a Traffic Safety Committee, and

Whereas; the Traffic Safety Committee makes recommendations to City Council on code amendments to improve safety, and

Whereas; the Traffic Safety Committee has requested Public Works to provide these code modifications to the City Council for consideration.

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

Section 1. That Section 10.12.220 of the Anacortes Municipal Code is amended as follows:

10.12.220 Diagonal parking—Where required.

Parking on the street segments shown in Table 10.12.220-1 must be by “diagonal parking,” with the right front wheel of the vehicles within 12 inches of the curb or edge of parking strip and at an angle of 30 degrees with said curb or edge or parking strip.

Table 10.12.220-1

Street	Segment	Side
3rd Street	Between [Ø] <u>Commercial Ave</u> and Q Ave	South
5th Street	Between O and [Q AVE] <u>R Ave</u>	South
6th Street	[EAST OF O AVE] <u>Between O Ave and R Ave</u>	South

Street	Segment	Side
7th Street	Between O and [Q AVE] <u>R Ave</u>	South
8th Street	Between O and Q Ave	South
9th Street	Between O and Q Ave	South
10th Street	Between O Ave and Commercial Ave	South
11th Street	Between O Ave and Commercial Ave	South
34th Street	Between Commercial Ave and 200 ft west	South

Section 2. That Section 10.12.370 of the Anacortes Municipal Code is amended as follows:

10.12.370 Parking—Limited at other times.

It is unlawful to park in excess of the limits on the street segments shown in Table 10.12.370-1.

Table 10.12.370-1

Street	Segment	Side	Limit
10th Street	Between Commercial Ave and a point 65 ft east of the east right-of-way line of Commercial Ave	South	2 hours

Street	Segment	Side	Limit
[20TH ST]	[BETWEEN I AVE AND J AVE]	[NORTH]	[15 MINUTES MONDAY TO FRIDAY 7 A.M. TO 6 P.M.]
Commercial Ave	Between 17th and 18th Street	West	2 hours
Fidalgo Bay Rd	Between Weaverling Rd to SR-20	Both	Prohibited between 10 p.m. and 5 a.m.
Harbor View Place	Between 4804 Harbor View Place to cul-de-sac	Both	24 hours
Kingsway	Between Cay Way and Skyline Way	Both	24 hours
W Ave	2900-3000 block	East	15 minutes for active loading/unloading only

Section 3. That Section 10.12.380 of the Anacortes Municipal Code is amended as follows:

10.12.380 Parking—Prohibited by street segment.

It is unlawful to park a vehicle, or any part thereof, along the sides and segments of streets identified in Table 10.12.380-1.

Table 10.12.380-1

Street	Segment	Side
6th Street	Between H Ave and I Ave	Both

Street	Segment	Side
12th Street	Between A Ave and D Ave	South
20th Street	Between Commercial Ave and Q Ave	[BOTH] <u>South</u>
21st Street	Between Commercial and Q Ave	North
30th Street	Between east line of T Ave to the end of W Ave	Both
<u>30th Street</u>	<u>Between Q Ave and R Ave</u>	<u>South</u>
Beachwood Lane	Entirety	Both
Cabana Lane	Between Skyline Way and the west ROW line of the cul-de-sac at the west end of Hughes Lane	North
Commercial Ave	Between 30th and 35th Street	West
Ferry Terminal Road	Between Oakes Ave and the east end of the road	West
Ferry Terminal Road	Entirety	Both
G Ave	Between 7th and 8th Street	Both

Street	Segment	Side
H Ave	Between 6th Street and the alley between 6th and 7th Street	West
Harbor View Place	Between Oakes Ave and 675 ft south of Oakes Ave	Both
K Ave	Within the cul-de-sac south of 34th Street	Both
M Ave	Between 7th and 8th Street	West
Meridian Place	Entirety	Both
Oakes Ave	Between Anacopper Mine Rd and Ferry Terminal Rd	North
Oakes Ave	Between Hartford Ave and Ferry Terminal Road	South
Q Ave	Between 11th Street and 13th Street	East
Q Ave	Between 13th and 14th Street	West
Q Ave	Between 17th Street and 20th Street	Both
Q Ave	Between 20th and 22nd Street	Both

Street	Segment	Side
Q-R Ave	Entirety	Both
R Ave	Between 7th and 9th Street	Both
Skyline Way	Between Kingsway and Cabana Lane	East
St. Mary's Drive	Between Fidalgo Ave and the north edge of the parcel at 712 Saint Mary's Drive	Both
T Ave	Between 22nd Street and 24th Street	Both
West 6th Street	Within the cul-de-sac east of Kansas Ave	Both

Section 4. This ordinance shall take effect five (5) days from and after its passage, approval and publication in the manner required by law.

PASSED and APPROVED this ____ day of _____, 2024.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney