

- 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

September 9, 2024
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
 - a. Library Board of Trustees Appointments (Action)
3. **Executive Session**
 - a. Potential Real Estate Transaction per RCW 42.30.110(1)(b) (30 minutes) (Discussion)
4. **Announcements and Committee Reports**
 - a. Planning Committee (Report)
5. **Public Comment**
6. **Consent Agenda**
 - a. Minutes of September 3, 2024 (Action)
 - b. Approval of claims in the amount of \$791,793.56 (Action)
 - c. Special Event Application: Downtown Trick or Treat (Action)
 - d. Contract Award: Operations Site Utilization and Master Plan #24-170-OPS-001 (Action)
7. **Other Business**
 - a. * Feasibility Review for Movie Theater Purchase and Sale Agreement (Discussion/Action)
 - b. Memorandum of Agreement #24-177-PRK-001 with Anacortes Rotary Charitable Association (Discussion/Action)
 - c. * Resolution 3165: Establish a Climate Policy Advisory Team to Assist in the

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.

Development of a New Climate Element of the Comprehensive Plan
(Discussion/Possible Action)

8. **Adjournment**

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.



City Council Memo

TO: Anacortes City Council
FROM: Matt Miller, Mayor
DATE: September 9, 2024
RE: Anacortes Public Library Board of Trustees Appointment

Summary Statement:

The following appointments to the Anacortes Public Library Board of Trustees are being presented at the regular City Council meeting on September 9, 2024.

I appreciate the contributions of our volunteers and their willingness to serve our community. If you have any questions or feedback regarding these candidates, please contact me prior to the meeting.

Appointed by the Mayor Requiring Confirmation by City Council

Anacortes Public Library Board of Trustees Appointment Recommendation:

- Jhana Shimizu for a five (5) year term effective immediately replacing Nancy Fisher-Allison
- Mike VanQuickenborne for a five (5) year term effective January 1, 2025 replacing John Shafer upon completion of his term.

Recommended Motion:

I move to appoint Jhana Shimizu and Mike VanQuickenborne to the Anacortes Public Library Board of Trustees as presented.

Anacortes City Council Minutes - September 3, 2024

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of September 3, 2024 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, and Carolyn Moulton were present. Councilmembers Bruce McDougall and Amanda Hubik participated in the meeting remotely via Zoom.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller reminded the public that Anacortes Schools will be back to school tomorrow and to be mindful and cautious of children in school zones. He then mentioned that the city met with the Samish Indian Nation last Thursday, and discussion topics included Fidalgo Bay Road, Fidalgo Bay lift station, Early Learning Center, dark fiber, a state grant for Summit Park property and sewer, cooperation on the Tommy Thompson Trail trestle replacement study, and the municipal service agreement. He then mentioned that NAS Whidbey Island Open House on September 7th from 9am – 3pm and that public comment on the [ADA Self-Evaluation and Transition Plan](#) is open through September 15th.

Housing Affordability and Community Services Committee

Mayor Miller announced that the Housing Affordability and Community Services Committee did not meet as scheduled.

Public Works Committee

Mr. Walters reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included a proposed ordinance that would create a pavement management fund in the accounting system that would make it easier to save the amount annually needed to maintain pavement condition and for the Council to monitor how much is being spent on pavement maintenance. Additionally, the proposed ordinance would reset the annual budget for pavement maintenance based on the recent pavement index report and set the allowed uses for that money.

Housing Authority Board Appointment

Mayor Miller announced the appointment of Jim English to the Housing Authority Board, replacing Amanda Hubik. Mr. English's term will be effective through December 31, 2025.

Public Comment

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

Consent Agenda

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

a. Minutes of August 26, 2024

b. Approval of claims in the amount of \$1,797,815.30

The following vouchers/checks were approved for payment:

EFT numbers: 110321 through 110364 total \$1,581,062.56

Check numbers: 110365 through 110375, total \$190,180.60

Wire transfer numbers: 353469 through 353752, total \$26,572.14

Public Hearings

Resolution 3163: Increasing Solid Waste Rates

At 6:07 pm, Mayor Miller opened the continued public hearing from the August 26th regular City Council meeting on increasing solid waste rates. Finance Manager Rhonda Peck reintroduced Resolution 3163 that would update the unified fee schedule to reflect an increase in solid waste rates, referring to a slide presentation that was included in 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.

At 6:13 pm Mayor Miller closed the public hearing on increasing solid waste rates.

Discussion topics included:

- Rates for 21-gallon totes and the associated discount.

ANTHONY YOUNG moved, seconded by RYAN WALTERS, to close the public hearing and approve Resolution 3163.

Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Ordinance 4087: MJB Properties Vacation Application for Street Rights-of-Way

At 6:14 pm, Mayor Miller opened the public hearing on Ordinance 4087 that would provide for the vacation of city rights-of-way to MJB Properties. City Attorney Darcy Swetnam summarized the key points of the vacation petition, 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.

Public comment was given as follows:

Theresa Baker of Anacortes asked if the compensation being paid to the city would cover the construction of the new restroom and recommended that the funds be placed in the road repair fund, especially for Old Town streets.

Brian Wetcher of Anacortes commented on MJB Properties Joint Aquatic Resources Permit Application (JARPA), pointing out that the land being considered for vacation was not consistently included in the permit application. He then mentioned that the planned esplanade portion on the eastern shoreline portion of the application was questionable due to its apparent placement over the ordinary high watermark in several places. He asked if the JARPA permit had been completed and wondered if the numbers in the application were calculated before the vacation was considered, and if the vacation petition was not approved by the Council, would it invalidate the existing JARPA permit application? He mentioned previous comments he made regarding the JARPA permit application and wondered how the vacation would fit into the overall permits.

Jimmy Blais of Kirkland, representing MJB Properties, thanked city staff and the mayor for the changes to section 4 of the ordinance regarding the easement and remarked that it is a fair proposal for the city. He added that the new bathroom location adjacent to the skate park will be of overall benefit to the city and the public being placed where more citizens can use the facility.

At 6:44 pm, Mayor Miller closed the public hearing.

Discussion topics included:

- Linking the public esplanade to this vacation application.
- Permanent restroom access easement in the original draft ordinance.
- Possibly amending other permit applications.
- Possibly purchase several Portland Loo bathrooms that are designed to prevent hiding and camping for the new restroom facility adjacent to the skate park.
- Section 4 language.
- Is the MJB property adjacent to the skate park related to this vacation?
- Caution against waiving the two-read rule to allow the public additional time for input.

RYAN WALTERS moved, seconded by CHRISTINE CLELAND-MCGRATH, to close the public hearing, waive the two-read rule for ordinances, and approve Ordinance 4087 with the agreed edits to Section 4.

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

Other Business

Partnering with the Port of Anacortes to Rebuild 2nd Street and O Avenue Intersection

Public Works Director Andrew Rheume introduced the proposed project to rebuild the intersection of 2nd Street and O Avenue in cooperation with the Port of Anacortes pursuant to interlocal agreement #23-184-IDS-001, pointing out that the city will save money on the project and that the roadway is in poor condition.

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

Discussion topics included:

- Pricing for the Americans with Disabilities Act ramps.

TJ FANTINI moved, seconded by ANTHONY YOUNG, to authorize the mayor to use interlocal agreement #23-184-IDS-001 to partner with the Port of Anacortes to rebuild the intersection of 2nd Street and O Avenue.

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

Contract Award: 2024 Non-Arterial Roadway Project #24-215-TRN-001

Public Works Director Andrew Rheume introduced the proposed contract #24-215-TRN-001 with Lakeside Industries, Inc. for the 2024 non-arterial roadway project, referring to area maps of the project that were included in the packet materials for the meeting. Mayor Miller mentioned that Access Fiber has been installed, and water lines have been replaced in the project area.

Discussion topics included:

- A program for streets to be resurfaced in the pavement management plan for the following years.
- Having areas worked on that are close to other ongoing projects.
- Timeline for introduction of the Transportation Master Plan to the Council.
- Finishing the project of overlaying streets in a neighborhood where most surrounding streets have already been completed.
- A map of the streets that have been resurfaced.

CAROLYN MOULTON moved, seconded by AMANDA HUBIK, to authorize the mayor to sign contract #24-215-TRN-001 with Lakeside Industries, Inc.

Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Interlocal Agreement #24-234-APD-001 with Skagit County for Public Safety Technology Services (Spillman)

Police Chief Dave Floyd introduced the proposed interlocal agreement #24-234-APD-001 with Skagit County for Public Safety Technology Services (Spillman), mentioning that the agreement has been subject to legal review and coordinated with the Information Technology division to assure compliance with firewall requirements.

Discussion topics included:

- Cost of maintaining and using the application over time.
- Is there a choice for use of certain application modules?

CAROLYN MOULTON moved, seconded by ANTHONY YOUNG, to authorize the mayor to execute interlocal agreement #24-234-APD-001 with Skagit County for Public Safety Technology Services (Spillman).

Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Resolution 3164: Use of Lodging Tax Funds for Skagit Valley Tulip Festival

Mr. Walters introduced proposed Resolution 3164 that would allocate \$7,500 in lodging tax funds to the Skagit Valley Tulip Festival, mentioning that the request was for \$10,000, which is commensurate with the organization's funding requests to other local entities. He added that the Lodging Tax Advisory Committee (LTAC) unanimously approved the funding request for \$7,500. He then introduced Nicole Roozen, Executive Director of the Skagit Valley Tulip Festival, who outlined the reasons for the request, mentioning that reduced LTAC amounts were requested before she commenced her position in September 2023 and that the festival is running a budget deficit. She then cited data that indicates that between 400-600k people attend the festival and spend nearly \$83 million throughout Skagit County each year. She mentioned promotion, advocacy and coordination within the community as the three major lines of effort of the non-profit promotional arm for the festival. Ms. Roozen concluded that the request is to compensate for funds that were not accounted for over the past year, including website re-design with mobile compatibility, marketing strategy, and sponsorship tracking and communication.

Discussion topics included:

- Discouraging out of cycle LTAC requests.
- 2024 award and past awards have been around \$2,500.
- The amount requested will not affect the long-term stability of the fund.
- The criteria LTAC used to determine the award amount.
- Other cooperation opportunities with the Tulip Festival.
- Tulip Festival as a de facto chamber of commerce for Skagit County.
- Safe and efficient traffic flow for tulip field viewing.
- Difficulty of getting festival goers to self-report about attendance and activities.

AMANDA HUBIK moved, seconded by ANTHONY YOUNG, to approve Resolution 3164.

Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Resolution 3166: Authorizing a Noise Variance for the Wastewater Treatment Plant (WWTP) Outfall Relocation Project

Public Works Director Andrew Rheaume introduced proposed Resolution 3166 that would authorize a noise variance for the Wastewater Treatment Plant outfall relocation project to allow for work during favorable tide conditions outside of noise hours of 7am – 7pm from September 9-13, 2024.

Discussion topics included:

- Notification plan of affected neighbors.

RYAN WALTERS moved, seconded by AMANDA HUBIK, to approve Resolution 3166.

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

Adjournment

There being no further business, at approximately 7:28 p.m. the Anacortes City Council meeting of September 3, 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 September 9, 2024 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
354105	5/28/2024	2887565	FOSTER GARVEY PC	OUTSIDE DEFENSE COUNSEL FOR SHORELINES CASE - BARTH/SHADOWCREEK	\$ 15,627.49	legal
354107	5/28/2024	2887566	FOSTER GARVEY PC	MUNCE WRIT OF MANDAMUS	\$ 4,568.00	legal
354108	5/28/2024	2887567	FOSTER GARVEY PC	EMPLOYMENT INVESTIGATION - REILLY WYNN	\$ 2,800.00	legal
354109	5/28/2024	2887568	FOSTER GARVEY PC	PROPERTY ISSUES	\$ 240.00	legal
353883	6/30/2024	INV-005103	DEPARTMENT OF ECOLOGY	OLD PLANT CLEANUP - ACCOUNT 1T000606 ECY-013605	\$ 102.13	dwtp
354071	7/8/2024	CINV0104632	BATTERY POWER SOLUTIONS, LLC	2024 FIBER DC PLANT ANNUAL PREVENTATIVE MAINTENANCE	\$ 2,240.56	fiber
354122	7/20/2024	8281937242	MOTOROLA SOLUTIONS INC	BODY WORN CAMERAS FOR POLICE OFFICERS - CONFIGURATION SERVICE (QUOTE ITEM 2)	\$ 696.32	infosys
354121	7/25/2024	1411105269	MOTOROLA SOLUTIONS INC	BODY WORN CAMERAS FOR POLICE OFFICERS - VIDEO-AS-A-SERVICE 7/17/24-7/16/25	\$ 7,206.91	infosys
354056	7/31/2024	00003	ZERVAS GROUP ARCHITECTS	WWTP ADMINISTRATION BUILDING ADDITION - DESIGN	\$ 21,270.70	pw1
354076	7/31/2024	090087001-0724	KIMLEY-HORN AND ASSOCIATES, IN	PASS LAKE 10-INCH WATERMAIN REPLACEMENT PROJECT - DESIGN - THROUGH 7/31/24	\$ 7,650.00	pw1
354048	7/31/2024	28887832	KIMLEY-HORN AND ASSOCIATES, IN	SAFE STREETS AND ROADS FOR ALL (SS4A) SAFETY ACTION PLAN THROUGH 7/31/24	\$ 6,472.78	pw1
353873	7/31/2024	845	BOYS & GIRLS CLUBS	FUNDING AGREEMENT - LUNCH PROGRAM - JULY	\$ 500.00	finance
354046	8/9/2024	126143	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2024 - WWTP RECEPTACLES INSTALLATION	\$ 4,931.66	dwwtp
353874	8/11/2024	8498 30 017 0464628	COMCAST	WA PARK INTERNET 8/21-9/20/24	\$ 113.16	parks1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
354051	8/12/2024	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 07/08/24-08/07/24	\$ 1,572.79	parks1
354074	8/13/2024	RE-313-ATB40813160	WASHINGTON STATE DEPARTMENT	R AVE LONG TERM IMPROVEMENTS - WSDOT GENERAL PROJECT MANAGEMENT - JULY 2024	\$ 129.90	pw1
354073	8/19/2024	2407-4	MAKERS ARCHITECTURE	ANACORTES CLIMATE ELEMENT - THROUGH 7/31/24	\$ 15,481.39	plan
354101	8/19/2024	287334328849X0827202	AT&T MOBILITY	City Cell Phones 7/20-8/19/24	\$ 4,354.01	finance
354065	8/19/2024	9630-2	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A05322	\$ 176.26	apd
354103	8/19/2024	ReimbOLeary	O'LEARY, TIMOTHY	LONG TERM CARE PAYMENT REIMBURSEMENT LEOFF1 RETIRE	\$ 396.00	hr
353805	8/20/2024	9971964053	VERIZON WIRELESS	SCADA COMMUNICATIONS - PUMP STATION 7/21-8/20/24	\$ 1,243.92	dwwtp
354068	8/22/2024	01-31419	CUMMINS, INC.	PARTS FOR VEHICLE #222	\$ 1,071.94	dshop
354072	8/22/2024	2347-7	MAKERS ARCHITECTURE	2025 PERIODIC COMPREHENSIVE PLAN UPDATE - THROUGH 7/31/24	\$ 4,893.75	plan
353889	8/22/2024	95269029	EMERALD SERVICES, INC	DISPOSAL SERVICE	\$ 177.14	dshop
354075	8/22/2024	INV-14895	NW COMMUNICATIONS, INC	PART FOR VEHICLE #2000	\$ 587.52	dshop
354123	8/23/2024	0199845	GEOENGINEERS, INC.	ON-CALL CRITICAL AREAS-RELATED SERVICES - 4219 H AVE	\$ 1,470.25	plan
354124	8/23/2024	0199846	GEOENGINEERS, INC.	ON-CALL CRITICAL AREAS-RELATED SERVICES - 2310 DOVER DR	\$ 2,183.50	plan
354070	8/23/2024	12063	DALTON, OLMSTED & FUGLEVAND	WATER TREATMENT PLANT SINKHOLE MONITORING - 3/1/24-7/31/24	\$ 685.75	pw1
353795	8/23/2024	240964	T-SHIRTS BY DESIGN	COUNTY YTH SOCCER LEAGUE JERSEYS	\$ 713.18	pkrec
353878	8/24/2024	286020	LAKESIDE INDUSTRIES, INC.	DUMP FEES	\$ 532.22	dshop
354064	8/24/2024	314011	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; JULY 2024	\$ 15.00	apd
353891	8/24/2024	95269015	EMERALD SERVICES, INC	DISPOSAL SERVICE	\$ 383.90	dshop
353884	8/26/2024	904074	CASCADE COLUMBIA DISTRIBUTION	SODIUM HYPOCHLORITE	\$ 13,342.88	dwwtp
353882	8/26/2024	9972474376	VERIZON WIRELESS	WTP SCADA 7/27-8/26/24	\$ 1,010.12	dwwtp
354081	8/27/2024	10055	OSBORN CONSULTING, INC	STORMWATER MASTER PLAN UPDATE - THROUGH 7/31/24	\$ 28,761.85	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
354080	8/27/2024	237457	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2024 - SENIOR CENTER	\$ 1,069.72	pw1
353789	8/27/2024	501312	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 30.00	finance
353877	8/27/2024	XA116003518:01	RWC INTERNATIONAL	PART FOR VEHICLE #6000	\$ 72.43	dshop
354087	8/28/2024	1505040	LIFE ASSIST, INC	C-COLLARS	\$ 292.78	medic
353807	8/28/2024	24-24485	EDGE ANALYTICAL, INC	LAB TESTING - DIESEL INVESTIGATION	\$ 217.60	dwwtp
353800	8/28/2024	240965	T-SHIRTS BY DESIGN	CITY SOCCER LEAGUE SHIRTS	\$ 6,943.07	pkrec
354057	8/28/2024	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 8/28-9/27/24	\$ 94.40	apd
353887	8/28/2024	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 8/28-9/27/24	\$ 88.37	finance
354077	8/28/2024	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 8/28-9/27/24	\$ 66.15	publib
353892	8/28/2024	360-299-3674-0214175	ZIPLY FIBER	OPS PHONE LINE 8/28-9/27/24	\$ 79.49	dshop
354055	8/28/2024	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 8/28-9/27/24	\$ 86.99	apd
353804	8/28/2024	422	THE GROUP	CROSS CONNECTION GROUP SEMINAR REGISTRATION - MIKE HENSON	\$ 190.00	dwtpt
353803	8/28/2024	672	THE GROUP	CROSS CONNECTION GROUP SEMINAR REGISTRATION - BRENT CHRISTENSEN	\$ 190.00	dwtpt
354088	8/28/2024	B18748636	SHI INTERNATIONAL CORP.	KEEPER ENTERPRISE PASSWORD MANAGER SERVICES ADDITIONAL LICENSES 8/30/24-7/25/26	\$ 2,419.28	infosys
353806	8/28/2024	FiberFranchiseFees	SKAGIT COUNTY TREASURER	Q4 2023	\$ 177.12	finance
353808	8/28/2024	FiberFranchiseFees	SKAGIT COUNTY TREASURER	Q1 2024	\$ 177.12	finance
353809	8/28/2024	FiberFranchiseFees	SKAGIT COUNTY TREASURER	Q2 2024	\$ 177.12	finance
354040	8/28/2024	IN958093	NOANET	OUTSIDE PLANT NETWORK ENGINEERING	\$ 684.00	fiber
354042	8/28/2024	IN958094	NOANET	OUTSIDE PLANT NETWORK ENGINEERING	\$ 486.00	fiber
354044	8/28/2024	IN958095	NOANET	OUTSIDE PLANT NETWORK ENGINEERING	\$ 648.00	fiber
353876	8/29/2024	007	HICKMAN, LANA	YOUTH ART CLASSES - AUG 19-29, 2024	\$ 2,272.00	pkrec
354104	8/29/2024	10883105	NAVIA BENEFIT SOLUTIONS, INC	AUGUST FLEXIBLE SPENDING PARTICIPANT FEE	\$ 167.70	hr
353885	8/29/2024	14167312	HACH COMPANY	CL17 REAGENT SETS X 36	\$ 3,017.67	dwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
353886	8/29/2024	24-23470	EDGE ANALYTICAL, INC	LAB TESTING - INFLUENT MONTHLY	\$ 40.80	dwwtp
353890	8/29/2024	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 8/1-8/28/24	\$ 3,690.53	dwwtp
354078	8/30/2024	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 8/1-8/30/2024	\$ 12.79	publib
354079	8/30/2024	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 8/1-8/30/2024	\$ 26.38	publib
354111	8/30/2024	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD AVE ST LIGHTS: 8/1-8/30/24	\$ 9.38	dshop
354110	8/30/2024	220030712800	PUGET SOUND ENERGY INC	STREET LIGHTS: 8/1-8/30/24	\$ 5.36	dshop
354035	8/30/2024	3551	SUMMITX CONTRACTORS, INC	EDA FIBER EXPANSION - CONSTRUCTION	\$ 247,088.07	fiber
353810	8/30/2024	3660	DEPARTMENT OF HEALTH	LOAN DM16-952-025	\$ 308,051.90	finance
354030	8/30/2024	96040162	SOFTCHOICE CORPORATION	CONSULTATION WORK TO TROUBLESHOOT FULL MAILBOX ISSUES FROM SABEN WITH IAMSON	\$ 639.00	infosys
354066	8/30/2024	B18765030	SHI INTERNATIONAL CORP.	BLUEBEAM CORE - SOFTWARE SUBSCRIPTION 10/12/24-10/12/25	\$ 8,781.25	infosys
354086	8/30/2024	B18765130	SHI INTERNATIONAL CORP.	BLUEBEAM CORE - SOFTWARE SUBSCRIPTION ADDITIONAL LICENSES 7/26/24-10/12/24	\$ 495.87	infosys
354062	8/31/2024	00005W5A83354	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 8-31-24	\$ 15.98	apd
354050	8/31/2024	0824	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - AUGUST 2024	\$ 615.00	pkrec
354106	8/31/2024	40421	ORCA INFORMATION, INC	BACKGROUND CHECKS - NEW HIRES/VOLUNTEERS	\$ 1,568.00	hr
354059	8/31/2024	5207	SOFTRESOURCES LLC	ERP SOFTWARE SELECTION - CONSULTING SERVICES - THROUGH AUGUST 2024	\$ 1,600.00	admsrv
354118	8/31/2024	IN958426	NOANET	BACKUP DEDICATED INTERNET ACCESS - AUGUST 2024	\$ 300.00	fiber
354033	8/31/2024	IN958488	NOANET	NOC SERVICES, AUG 2024	\$ 11,064.66	fiber
354102	9/1/2024	0542005-001	UNUM LIFE INS CO OF AMERICA	UNUM LONG TERM CARE INSURANCE	\$ 1,247.70	hr
354119	9/1/2024	10624	PORT OF ANACORTES	SEPTEMBER MOORAGE: MARINE 29	\$ 312.37	medic
354082	9/1/2024	1098	BE ENTERPRISES LLC	2024 JANITORIAL SERVICES - AUGUST 2024	\$ 4,327.30	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
354084	9/1/2024	1100	BE ENTERPRISES LLC	2024 JANITORIAL SERVICES - AS NEEDED - CITY HALL & SENIOR CENTER - AUG 2024	\$ 5,160.00	pw1
354093	9/1/2024	2024-08-AG	GDIXONLAW	PUB DEF CONFL	\$ 70.00	pubdef
354091	9/1/2024	2024-08-BH	GDIXONLAW	PUB DEF CONFL	\$ 30.00	pubdef
354095	9/1/2024	2024-08-DJ	GDIXONLAW	PUB DEF CONFL	\$ 30.00	pubdef
354096	9/1/2024	2024-08-EM	GDIXONLAW	PUB DEF CONFL	\$ 40.00	pubdef
354092	9/1/2024	2024-08-GD	GDIXONLAW	PUB DEF CONFL	\$ 20.00	pubdef
354114	9/1/2024	2024-08-HT	GDIXONLAW	PUB DEF CONFL	\$ 100.00	pubdef
354094	9/1/2024	2024-08-JE	GDIXONLAW	PUB DEF CONFL	\$ 110.00	pubdef
354097	9/1/2024	2024-08-JK	GDIXONLAW	PUB DEF CONFL	\$ 40.00	pubdef
354115	9/1/2024	2024-08-JZ	GDIXONLAW	PUB DEF CONFL	\$ 80.00	pubdef
354099	9/1/2024	2024-08-MN	GDIXONLAW	PUB DEF CONFL	\$ 250.00	pubdef
354090	9/1/2024	2024-08-PG	GDIXONLAW	PUB DEF CONFL	\$ 30.00	pubdef
354113	9/1/2024	2024-08-PS	GDIXONLAW	PUB DEF CONFL	\$ 80.00	pubdef
354112	9/1/2024	2024-08-SS	GDIXONLAW	PUB DEF CONFL	\$ 80.00	pubdef
354116	9/1/2024	2024-08-SW	GDIXONLAW	PUB DEF CONFL	\$ 240.00	pubdef
354098	9/1/2024	2024-08-VK	GDIXONLAW	4A0163662~	\$ 50.00	pubdef
354085	9/1/2024	3253	OAB ENGINEERING, LLC	STA 3: SEPTEMBER SERVICE	\$ 150.00	medic
354067	9/1/2024	5070052961	RICOH USA, INC	S/N C86138600 APD HALLWAY 6/1-8/31/24	\$ 39.30	apd
354069	9/1/2024	5070053119	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 8/1-8/31/24	\$ 62.86	apd
354049	9/1/2024	5070053383	RICOH USA, INC	S/N C86079893 LIBRARY PUBLIC Black &	\$ 192.10	publib
354053	9/1/2024	5070053464	RICOH USA, INC	S/N C86111493 COURT 6/1-8/31/24	\$ 98.37	finance
354052	9/1/2024	5070053831	RICOH USA, INC	S/N C86150637 CARNEGIE 6/1-8/31/24	\$ 145.08	museum
354038	9/1/2024	AUG 2024	THE LAW OFFICE OF	PROSECUTION SERVICES - AUGUST	\$ 8,500.00	attorney
354037	9/1/2024	AUG CC	THE LAW OFFICE OF	PROSECUTION SERVICES - CC AUG	\$ 1,485.00	attorney
354036	9/3/2024	150-2820-01	WALTERS, RYAN	APPLIANCE REBATE - LG LDP6810SS DISHWASHER	\$ 50.00	dwtp
354032	9/3/2024	22-099-ERR-0021	VECA ELECTRIC & TECHNOLOGIES	RETAINAGE RELEASE	\$ 3,681.52	pw1
354054	9/3/2024	2501000	WASHINGTON STATE PATROL	BACKGROUND CHECKS; AUGUST 2024	\$ 53.00	apd
354089	9/3/2024	291510	REECE, STORMIE	DEPOT JANITORIAL SERVICE-AUGUST	\$ 1,870.00	parks1
354125	9/3/2024	FB-2717	CITY OF MOUNT VERNON	DARK FIBER - AUG 2024	\$ 350.00	fiber
354041	9/3/2024	RefundButler	BUTLER, DILLON	WA PARK CAMPING REFUND	\$ 70.00	parks1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
354045	9/3/2024	RefundDegrosellier	DESGROSELLIER, CONNOR	WA PARK CAMPING REFUND	\$ 120.00	parks1
354027	9/3/2024	RefundJohnson	JOHNSON, DAVID	WA PARK CAMPING REFUND	\$ 27.00	parks1
354043	9/3/2024	RefundKim	KIM, BRYAN	WA PARK CAMPING REFUND	\$ 27.00	parks1
354047	9/3/2024	RefundRuland	RULAND, ANTHONY	WA PARK CAMPING REFUND	\$ 15.00	parks1
354029	9/3/2024	RefundSinclair	SINCLAIR, KIM	WA PARK CAMPING REFUND	\$ 246.00	parks1
354028	9/3/2024	RefundWaldemer	WALDEMER, CHRIS	WA PARK CAMPING REFUND	\$ 59.00	parks1
354034	9/3/2024	September 2024	COMMUNITY ACTION OF SKAGIT CTY	ANACORTES COMMUNITY ACTION OFFICE & CARE SPECIALIST - SEPTEMBER 2024	\$ 5,000.00	plan
	Total				\$ 791,793.56	



City Council Agenda Bill

Meeting Date: September **Agenda Item:** 6.c.
9, 2024

Agenda Item Title: Special Event Application: Downtown Trick or Treat

Staff Contact(s): Stephanie Snyder

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Stephanie Snyder	Motion
John Coleman	

Item Summary: Special event application submitted by Anacortes Chamber of Commerce for Downtown Trick or Treat on Halloween from 4-6pm where retail shops on Commercial Avenue between 10th Street and 3rd Street will be handing out candy to kids and families in costumes.

Budget Impact:
0

Previous Action:

Recommended Motion: Approve

Alternative Actions: Disapprove or Modify

Attachments (listed in order presented):

1. Special Event Application - Downtown Trick-or-treating



Special Event Application Processing

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

View Anacortes Municipal Code Chapter 7.04, Special Events

Application

Application Date *

8/22/2024

Event Name *

Downtown Trick-or-treating

Event Type

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

Trick or treating by the community

Applicant/Organization Name *

Anacortes Chamber of Commerce

Mailing Address *

819 Commercaill Ave, Ste F

Event Contact Person *

Jordan Weeks

Event Contact Email *

jordan@anacortes.org

Event Contact Phone *

360-293-7911

Event Website

anacortes.org

Estimated Number of Participants/Attendees*

1400

Event Description*

The retail shops on Commercial Ave between 10th and 3rd will be handing out candy to kids and families in costumes for Halloween.

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*

10/31/2024

Time Event Starts*

4:00:00 PM ▾

Date Event Ends*

10/31/2024

Time Event Ends*

6:00:00 PM ▾

Date Street Closure Starts*

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

10/31/2024

Time Street Closure Starts*

3:00:00 PM ▾

Date Street Closure Ends*

10/31/2024

Time Street Closure Ends*

7:00:00 PM ▾

Event Location*

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

Commercial Ave would be closed between 10th and 3rd, just north of 10th and just south of 3rd, allowing both 10th and 3rd to stay open. All intersections will be manned with chamber staff and volunteers.

Parking Location

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

NA

Event Map (optional)

Upload one or more maps of the event

Upload

road closure map 2024.png 274.91KB

Indemnification Agreement*

Upload scan of SIGNED indemnification agreement

Upload

doc01421420240822145450.pdf 282.01KB

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

9/9/2024

Staff Review Deadline*

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

9/2/2024

Administrator comments and conditions of approval

Insurance Certificate

Upload

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

regular police patrols

Police Department concerns, objections, or conditions of approval*

None

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

Public Works Department concerns, objections, or conditions of approval*

None

Departmental attachments

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

Upload

Comments



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.

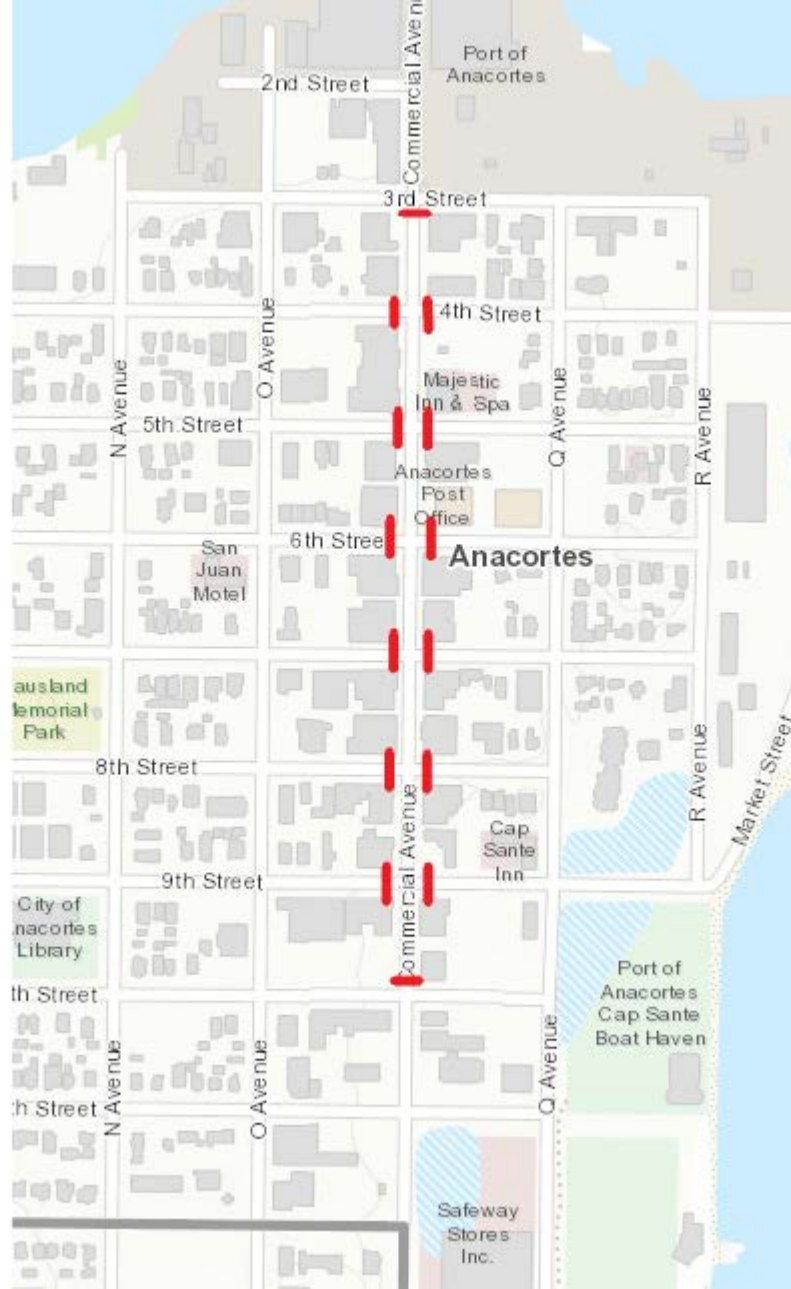
Date: 8.22.24

Jessica Kiser - Pres/CEO
Name and Title – Printed

Name and Title – Printed

[Signature]
Signature

Signature





City Council Agenda Bill

Meeting Date: September 9, 2024 **Agenda Item:** 6.d.

Agenda Item Title: Contract Award: Operations Site Utilization and Master Plan #24-170-OPS-001

Staff Contact(s): Andrew Rheume

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Award
Andrew Rheume	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$49,935.00 to MAKERS architecture and urban design LLP to perform a needs and use assessment of the Operations Facility and outline ways we can use our space to its full potential in the near term and provide suggestions for how to manage flow and preserve space for future needs.

Background:

1. History: The City of Anacortes (City) operations and Anacortes School District (ASD) bus operations have been collated at the same facility (2201 37th St) since 1977. Today, approximately 50 City and 25 ASD staff report to this facility daily. Although the land is owned by the City, the original building is jointly owned, and ASD has a no-cost lease agreement for partial use of the building. The site currently houses operations offices, fleet maintenance, equipment storage, and staff needs for ASD bus drivers and mechanics as well as staff needs for park operations, fiber operations, fleet maintenance, police impound, Skagit County drug task force, and Public Works operations. The city and school district's needs for the site have maxed out the site's capacity, making for cramped conditions for staff, equipment and storage.

Staff feel it's time to evaluate the current site conditions compared to industry standards, how much space all city functions need, identify ways to better utilize the space we have.

2. Key Terms:

- Contract is for a firm fixed price of \$49,935.00.
- The contract term is through 3/28/2025.

3. Competitive Bidding: On May 29, 2024 the City issued a [Request for Proposals](#) for the subject project and 4 responses were received by the deadline of July 2, 2024. A committee reviewed and scored the submittals and selected MAKERS architecture and urban design LLP to award a contract to.

Budget Impact:

Consultant	MAKERS architecture and urban design LLP
Contract Amount	\$49,935.00
Earmarked Funds	\$50,000.00
BARS #	501.790.594.18.63
Budget Amendment Required?	No
Start Date	Inception
End Date	3/28/2025

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-170-OPS-001 with MAKERS architecture and urban design LLP in the amount of \$49,935.00 to perform the Operations Site Utilization and Master Plan.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-170-OPS-001



AGREEMENT 24-170-OPS-001
Between
THE CITY OF ANACORTES
AND
MAKERS ARCHITECTURE AND URBAN DESIGN LLP

Operations Site Utilization and Master Plan

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and MAKERS architecture and urban design LLP, hereinafter referred to as the "Consultant".

WHEREAS, the City requires the professional services of the Consultant;

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

1. **Scope of Work**. Under this Agreement, the Consultant shall assist the City with the Operations Site Utilization and Master Plan as detailed in Exhibit A, which is hereby incorporated by reference and made a part hereof.

2. **Price and Payment Terms**. The services provided under this Agreement shall be for a firm fixed price of **Forty-Nine Thousand Nine Hundred Thirty-Five Dollars (\$49,935.00)**. Payments shall be made in accordance with the Consultant's Fee Proposal, which is incorporated by reference and attached hereto as Exhibit B.

3. **Period of Performance**. The period of performance under this Agreement is from inception through March 28, 2025.

4. **Subcontracts**. The Consultant shall not subcontract the Scope of Work ("Work") unless detailed in this Agreement or the Project Manager approves in writing. If the Project Manager requests, the Consultant shall provide proof that the subcontractor has the experience, ability, and equipment the Work requires. "subcontractor" means an individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Consultant. Each request to subcontract shall include the following information (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price, (v) identification of the percentage of work to be performed by subcontract. Approval of subcontract shall not:

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

Consultant remains fully responsible for obligations, services, and functions performed by its subcontractor to the same extent as if such obligations, services, and functions were performed by Consultant's employees, and for purposes of the Agreement such work will be deemed work performed by Consultant. The Consultant shall give immediate written notice, reference Clause Notices, of any action or suit filed and prompt notice of any claim made against the Consultant by any subcontractor or vendor that, in the opinion of the Consultant, may result in litigation related in any way to this Agreement, with respect to which the Consultant may be entitled to reimbursement from the City.

If dissatisfied with any part of the subcontracted Work, the Project Manager may request in writing that the subcontractor be removed. The Consultant shall comply with this request at once and shall not employ the subcontractor for any further Work under the Contract.

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

6. **Invoicing**. All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period,

by Labor Category. The Consultant must invoice MONTHLY for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

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

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

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

12. **General and Professional Liability Insurance.**

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

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

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

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

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

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

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

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

G. Verification of Coverage: The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractor coverage. Failure of the City to demand such verification of coverage with these insurance requirements or failure of the City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the City to be equivalent.
2. Copies of all endorsements naming the City as additional insured, showing the policy number. The Consultant may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. **A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.**

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

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

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

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

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

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

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

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

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

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

20. **Right to Terminate Agreement.**

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

B. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the

Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

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

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

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

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

25. **Disputes**

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

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

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

D. Dispute Resolution: In the event of a dispute between the City and the Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

26. **Force Majeure**. Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is

beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; pandemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. Failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City.

27. **Compliance with Laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, executive proclamations, all applicable Washington Dept. of Labor & Industries (L&I) and Occupational Safety & Health Administration (OSHA) safety standards, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

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

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

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

31. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

CITY:
City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221
contracts@anacorteswa.gov

CONSULTANT:
MAKERS architecture and urban design LLP
Julie Bassuk
500 Union St., Suite 700
Seattle, WA 98101
julieb@makersarch.com

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

CITY OF ANACORTES

MAKERS architecture and urban design LLP

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

EXHIBIT A

CITY OF ANACORTES
OPERATIONS SITE UTILIZATION MASTER PLAN
Scope of Work

PROJECT GOAL

The City of Anacortes (City) Public Works and Anacortes School District (ASD) have operated out of a joint facility at 2201 37th St since 1977. Today, approximately 50 City and 25 ASD staff report to this facility daily. Although the site is owned by the City, the original building is jointly owned, and ASD has a no-cost lease agreement for partial use of the site. Apart from supporting Public Works and ASD's office, fleet, and equipment, the site also supports other City departments and partner agencies. This includes storage of impounded oversized vehicles for the City's Police department, storage for Skagit County's drug task force, and more recently the City's Fiber department, which added staff, fleet, and equipment to an already congested site.

As Anacortes has grown, so has Public Works' service area and space needs. The Operations Site Utilization Master Plan is a long overdue project essential to ensure Public Works can support collaborative, efficient operations and continue to deliver the services expected by its community.

This project will proceed in two phases. The phase 1 Needs Assessment will identify current and 20-year space needs, identify tentative location(s) for charging infrastructure to support future fleet charging if needed, and help the City evaluate the impacts of continuing its lease with ASD. Phase 2 will explore solutions to meet future space needs, identify the most cost effective and functional approach, design a feasible phased implementation strategy, and recommend investments to support operations into the future. *Note, Phase 2 could be included in a future citywide facilities planning effort.*

WORK STEPS

Phase 1 work steps and deliverables are described below.

PROJECT ADMINISTRATION

- A. **Management and coordination.** Prepare for, conduct, and summarize monthly virtual meetings to review progress to date and discuss strategy for upcoming work items. Progress calls will be attended by the City project manager and MAKERS, with optional attendance by additional City staff. Prepare monthly invoices and progress reports.

Assumptions:

- The City project team will be responsible for coordinating and scheduling City staff, meeting rooms, etc.

DELIVERABLES

- Monthly progress meeting agendas and notes, progress reports, and invoices

NEEDS ASSESSMENT

1. INITIATION & ENGAGEMENT PLAN

- A. **Project initiation and schedule.** Collaborate with the City's project team to initiate the project, develop a project schedule that outlines work steps and identifies internal engagement around key project milestones, establish a schedule for progress meetings, refine the work plan, confirm key project participants, and discuss communications strategies with other City and ASD staff.

Assumptions

- This phase is assumed to last six months.

- B. **Kick-off meeting.** Prepare and conduct a project kick-off with the Public Works leadership team and subject matter experts to clarify project goals, introduce the work plan, and introduce and schedule interviews and site tours. This meeting will also discuss preliminary issues and long-term needs and confirm Phase 1 priorities.

Assumptions

- This scope excludes external engagement or communication efforts (e.g., with the ASD or community members).
- MAKERS will support messaging and engagement efforts with materials produced in support of other scoped tasks; no additional materials will be developed to support these internal messaging and engagement efforts.
- The kick-off meeting is assumed to be 60 minutes and virtual.

DELIVERABLES

- Kick-off briefing

2. EXISTING CONDITIONS

- A. **Background review.** Work with City staff to compile and review relevant information, including departmental plans, organizational and staffing information, fleet counts, maintenance records, floor plans, and any relevant geospatial data.

Assumptions:

- MAKERS will issue information requests to the project team for conveyance to the appropriate point of contact. Where applicable, MAKERS will provide space use worksheets to be completed by staff. The City will provide any relevant new data and necessary background information.
- Reconciliation of staff and vehicles counts, staff growth assumptions, and space usage will be limited to one round.
- The City will provide staffing and vehicle count projections to support long-range planning. If desired, MAKERS can support these projections by providing example methods to account for growth used in other similar planning efforts and some limited peer information. This information will be from MAKERS project files; no additional research is included.
- The level of effort for this task assumes information will be organized in a comprehensive, consolidated, and editable format. If the data requested is unavailable, MAKERS and the project team will work together to develop reasonable assumptions to support decision-making.

- B. **Interviews.** Work with the City project team to identify personnel to be interviewed. Prepare for, conduct, and summarize interviews to discuss current deficiencies, key workload drivers, and potential future operational changes.

Assumptions:

- No more than six interviews will be conducted. Individual interview durations may be adjusted according to the complexity of issues to be discussed or interviews combined for certain staff (where applicable), but the total duration of all interviews should not exceed eight hours. Interviews will be conducted virtually.
- Interviewees will be selected by the project team and may include Public Works director, key managers, staff, and subject matter experts as well as separate interviews with fleet and facilities subject matter experts, other City department staff that use this site such as Parks maintenance and Police, and staff from Skagit County and ASD.
- MAKERS will prepare and share an interview agenda as a read-ahead; City project team to share with participants.
- The City will be responsible for scheduling interviews.
- FFA will review interview notes to prepare for facility tour.

- C. **Facility tour.** Tour the Public Works facility to visually assess the function and quality of workspace in each facility. Note areas of the site that are especially constrained, could potentially be more efficiently used, etc.

Assumptions:

- Facility tour is assumed to take no more than three hours total, not including travel time.
- FFA will attend this site tour, document space use, and graphically depict areas of the site/within facilities that are especially constrained or could potentially be used more efficiently. Revisions will be limited to one round.

DELIVERABLES

- Interview read-ahead
- Draft and final site use and opportunities/constraints graphic

3. SPACE NEEDS

- A. **Space needs assessment and gap analysis.** Incorporate findings from interviews and draft a space needs assessment for City review and confirmation. The assessment will address current and 20-year building and site space needs, ideal adjacencies, and compare needs to existing space to identify the gap.

Assumptions:

- Existing space use will be based on available documentation and supported by staff markups on available floor plans where needed; no on-site measurements or as-built will be completed as part of this task. Where information is not readily available, existing space use may be estimated at a planning level.
- This effort excludes level-of-service analysis.
- The space needs assessment will include a summary in slideshow format, with supporting spreadsheets containing detailed backup.
- Revisions to the needs assessment will be limited to one round.

- B. **Fleet charging infrastructure location.** Identify tentative location(s) for site charging infrastructure to support fleet charging if needed in the future.

Assumptions

- The City will provide desired counts of level 2 and DC fast chargers, utility bills, and electrical as-built drawings for planning purposes.
- The level of effort assumes review of utility bills and electrical as-built drawings, planning-level evaluation of available electrical capacity, and marking up an aerial or planning-level drawings of tentative location(s) to site charging infrastructure to support level 2 and DC fast chargers. This will not be reviewed by an electrical engineer and will need to be refined at a later phase.
- Revisions will be limited to one round.
- This effort excludes review of fleet use patterns, review of available electric models that can be considered for replacement of current non-electric fleet, estimation of future electrical load and gap in electrical capacity, preparation of electrical one-line diagrams of desired charging layout, or coordination with the electrical utility provide (PSE).

- C. **Milestone briefing.** Summarize current and 20-yr space needs, gaps, issue areas (areas especially constrained or that could be potentially better utilized) and tentative location(s) for site charging infrastructure to help the City consider impacts of its lease with ASD. Provide a draft to the project team for review; update and finalize presentation based on feedback received, and present to Public Works director and others if desired and identified by the project team.

Assumptions:

- MAKERS will participate in one practice briefing during a regularly scheduled monthly progress meeting. MAKERS will make one round of updates to the briefing based on project team feedback and the practice session.
- The briefing will be virtual and last a maximum of 60 minutes.

DELIVERABLES

- Space needs assessment – draft and final
- Fleet charging infrastructure location graphic – draft and final
- Milestone briefing presentation – draft and final

OVERALL ASSUMPTIONS

- The project schedule is based on the assumptions outlined below with respect to City scheduling, review, and response times. Extended review and response periods and meeting scheduling delays may impact the overall project schedule.
- The City will be responsible for organizing meetings and facility tours, reserving rooms, and sending all meeting invites. Schedule adherence will require the City to schedule meetings within target timeframes.
- The City will endeavor to provide requested information within one week from the date of request. MAKERS will notify the City of information requests as they arise to ensure the City has the maximum amount of time to respond to requests. MAKERS will work with the City to mitigate schedule impacts where information requests take longer to fulfill.
- The City shall keep MAKERS apprised of parallel planning efforts of consequence to this project. New information shall be provided to MAKERS as soon as feasible. If new information impacts the content of a substantially developed work product, MAKERS will endeavor to incorporate it into the final work product, if possible, given available budget.
- The project team will distribute applicable deliverables for review and coordinate/consolidate comments received. City reviews of deliverables are assumed to occur within one week. MAKERS will work with the City to mitigate schedule impacts where staff review take longer to complete.

MAKERS			Amount
Partner-in-Charge	Project Manager	Planning Support	
\$245	\$175	\$125	

Project Administration		8	18	0	\$5,110
A	Management and coordination	8	18		\$5,110
Needs Assessment		20	86	141	\$37,575
1. Initiation & Engagement Plan		3	12	18	\$5,085
A	Project initiation and schedule	1	4	6	\$1,695
B	Kick-off meeting	2	8	12	\$3,390
2. Existing Conditions		5	30	56	\$13,475
A	Background review	1	6	8	\$2,295
B	Interviews	2	12	24	\$5,590
C	Facility tour and opportunities/constraints graphic	2	12	24	\$5,590
3. Space Needs		12	44	67	\$19,015
A	Space needs assessment and gap analysis	4	16	36	\$8,280
B	Fleet charging infrastructure location	2	12	4	\$3,090
C	Milestone briefing	6	16	27	\$7,645

Subconsultant Expenses

Space use and opportunities/constraints graphic by FFA (includes expenses) \$7,000

Supplemental Expenses

MAKERS reimburseables (travel, incidentals) \$250

TOTAL \$49,935



City Council Agenda Bill

Meeting Date: September 9, 2024 **Agenda Item:** 7.a.

Agenda Item Title: Feasibility Review for Movie Theater Purchase and Sale Agreement

Staff Contact(s): DARCY SWETNAM

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
DARCY SWETNAM	Discussion
DARCY SWETNAM	

Item Summary: Council authorized the Mayor to execute the Purchase and Sale Agreement (PSA) on behalf of the City on August 12, 2024 to purchase the building where Anacortes Cinema is located. The PSA provided a 30-day feasibility period from mutual acceptance, which was August 13. The feasibility study period expires on September 12, 2024. The purchase price was \$500,000 and Council asked the Mayor's office to evaluate financing options, the condition of the building, and to negotiate a 5-year lease with the existing tenant. This agenda item will be the report to Council on the issues evaluated in the feasibility study period. Council will then be able to decide whether to proceed to closing, withdraw from the PSA, or ask for additional time for feasibility review.

Budget Impact:

If purchased, the Capital Facilities Plan will need to be updated to include the building. The budget will have to reflect payments on the debt service to purchase the building, ongoing maintenance costs, and lease revenue from the tenant.

Previous Action: Council authorized the Mayor to execute the Purchase and Sale Agreement on behalf of the City on August 12, 2024..

Recommended Motion: Council will need to decide how to proceed with the transaction and make a motion to carry out that action.

Alternative Actions:

Attachments (listed in order presented):

1. 240909 Theater Feasibility

2. Written Public Comment - Linda Martin



*PURCHASE AND
SALE
AGREEMENT –
THEATER
BUILDING
SEPTEMBER 9,
2024*



PURCHASE AND SALE AGREEMENT TERMS

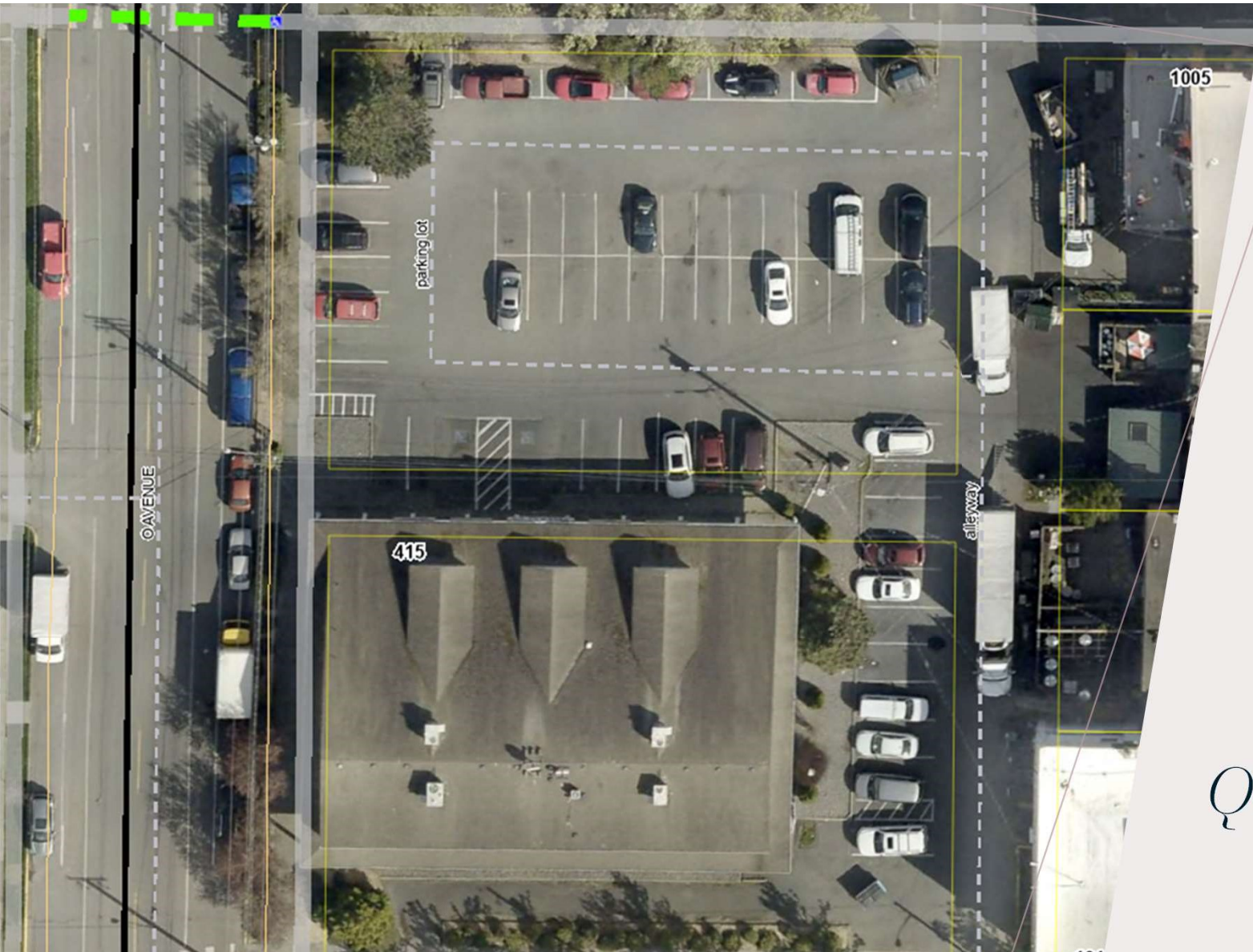
- City would purchase the building subject to lease
- Purchase Price: \$500,000
- 30-day feasibility period
- Sale is contingent on City's satisfaction with the continued lease between the subtenant (Faraway Entertainment) and the City as to the operation of the movie theater, to be completed during the 30-day feasibility period
- Closing on or before 30 days after approval of the feasibility study

FEASIBILITY STUDY CONSIDERATIONS

- Inspection of the building and its systems to evaluate potential issues
- Discussion with current tenant to determine whether the theater business will continue to operate for at least 5 years
- Financing strategy

OPTIONS

- One: Authorize the Mayor to close the sale with a purchase price to be determined
- Two: Request extension of the feasibility study period
- Three: Rescind the Purchase and Sale Agreement and request return of earnest money because of the feasibility study
- Four: If withdrawn, allow amendment of lease with Radius to allow seller to a third party without movie theater experience



QUESTIONS?

From: [No Reply](#)
To: [CityClerk](#)
Subject: Public Comment Submission
Date: Saturday, September 7, 2024 11:36:18 PM

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

Submitted by: Linda Martin
Email Address: lindajm1@gmail.com

Commented on event: <https://anacorteswa.portal.civicclerk.com/event/1117/overview>
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: To: Anacortes City Council From: Linda Martin Date: 9/7/24 Re: Proposed Cinema Acquisition I urge you to vote “NO” on purchasing the Anacortes Theater. Here are the reasons: 1. The City does not have funds to purchase, and would need to take out a 20-year loan with interest, to do so. Not only are there no funds available for this purchase, it is not part of the a adopted and approved budget. 2. The purchase of the movie theater is not compatible with the Anacortes Capital Facilities Plan. It has never been the expressed goal of the city to operate a movie theater. 3. Purchasing real estate is always a risky endeavor. Purchasing it for the sole purpose of “fixing” an existing lease agreement does not justify the vulnerable position that such a purchase would pose for the city and its taxpayers. Purchasing the theater building has been portrayed as a “win-win” situation, with the cost of a potential mortgage being offset by the revenue from the theater operations. This “solution” gambles with taxpayer money at a time when people are increasingly choosing to stay home to watch movies. In addition, the loss of revenue currently received for land rental and the cost of maintaining and updating the building will clearly impact any short-term predicted revenue. A concern was expressed that allowing the current lease to continue could be the subject of potentially costly litigation. This is a specious argument. The lease owner has repeatedly asserted that she cannot meet and since the inception has never met the current lease language requiring 5 years of experience in the cinema industry. Despite the knowledge that the lease requirement has never been met, the city has never shown any inclination to consider or even to mention litigating this breach of contract. Of course, you could opt to allow the lease to expire in 2026 and then re-negotiate a more equitable agreement, but that hardly seems fair to an elderly owner who believes she has been precluded from selling her property because of a specific clause (understanding that your predecessors wrote it-not you) which seems on its face to be unreasonable and even unattainable. Given these facts, the obvious remedy is to modify the language of the current lease as the current owner has requested on numerous occasions, so that she can market her property. The value of the goodwill this action will generate is immeasurable. Please carefully consider this simple remedy.



City Council Agenda Bill

Meeting Date: September 9, 2024 **Agenda Item:** 7.b.

Agenda Item Title: Memorandum of Agreement #24-177-PRK-001 with Anacortes Rotary Charitable Association

Staff Contact(s): Jonn Lunsford

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Award
Jonn Lunsford	

Item Summary: City staff seeks City Council consent to execute Memorandum of Agreement #24-177-PRK-001 with Anacortes Rotary Charitable Association. The Parties intent in executing this MOA is to provide the structure for collaboration to build a lookout on the east side of the Cap Sante summit that will allow for ADA access to the newly constructed viewing area.

Background:

1. **History:** This project has been presented at Parks and Recreation Commission meetings, public meetings held through the planning and permitting process and at City Council during budget discussions.
2. **Key Terms:**
 - The period of performance is from contract inception through December 31, 2025.

Budget Impact:

Previous Action: City Council has discussed the lookout project on Cap Sante as part of Parks and Recreation presentations, the Capital Facilities discussions and the Lodging Tax Advisory Committee. This Memorandum of Agreement is a necessary step prior to approving a bid for the Lookout Project.

Recommended Motion: I move that City Council authorize the Mayor to sign Memorandum of Agreement #24-177-PRK-001 with Anacortes Rotary Charitable Association.

Alternative Actions: Not approve the MOA.

Attachments (listed in order presented):

1. Item7b Rotary MOA 09092024
2. 24-177-PRK-001

**ITEM 7B:
MEMORANDUM OF AGREEMENT
WITH THE ANACORTES ROTARY
CHARITABLE ASSOCIATION**

Cap Sante Lookout Project



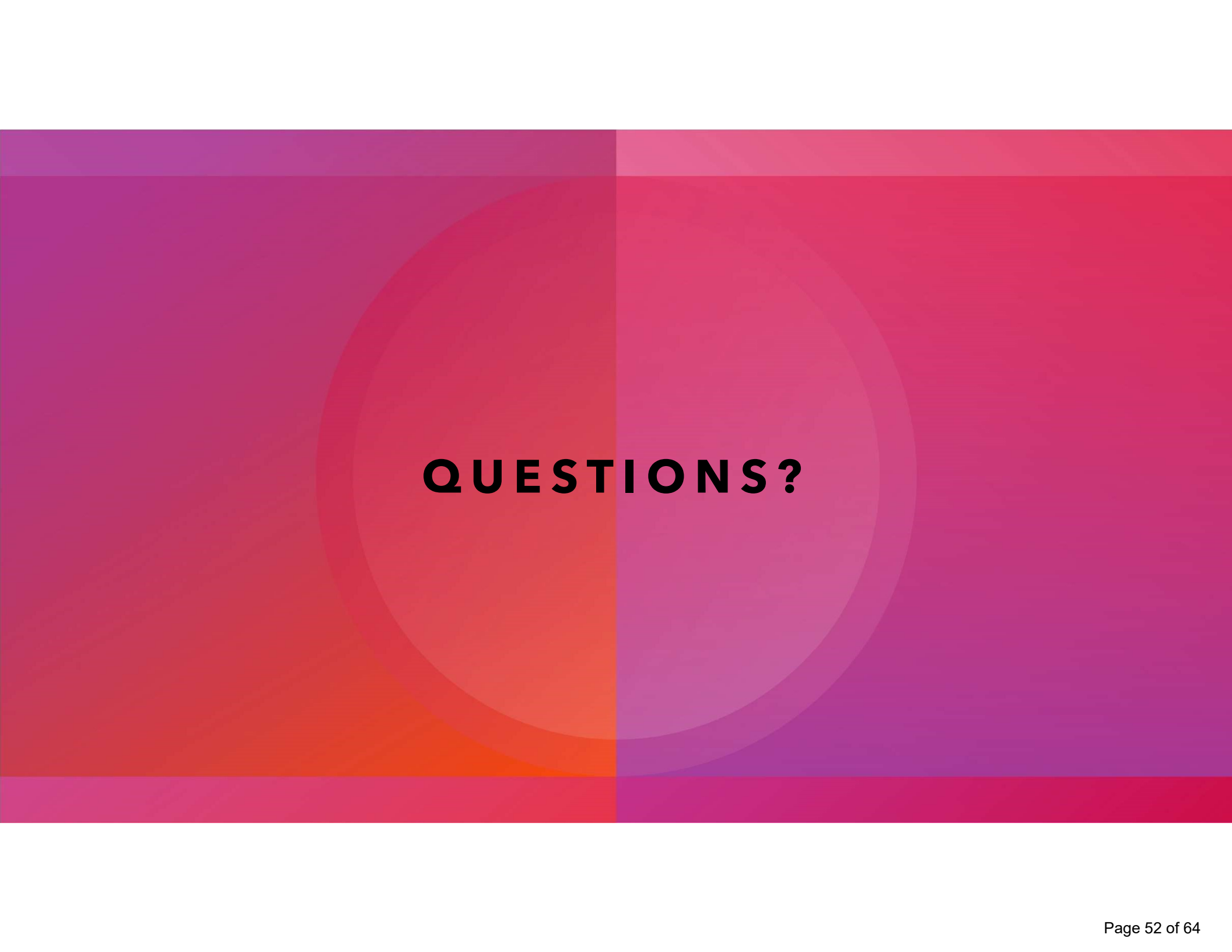


Collaborative
Project

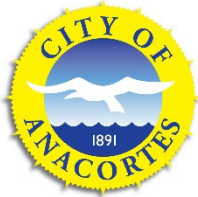
Funded by
Rotary

Supported by
City Staff

Through
December 2025



QUESTIONS?



MEMORANDUM OF AGREEMENT #24-177-PRK-001
between the
CITY OF ANACORTES
and the
ANACORTES ROTARY CHARITABLE ASSOCIATION

This Memorandum of Agreement ("MOA"), executed this _____, is made by and between the City of Anacortes, a Washington Municipal Corporation (the "City"), and the Anacortes Rotary Charitable Association, a 501(c)(3) non-profit corporation located in Anacortes, Washington ("Rotary Club"), collectively referred to as "the Parties".

RECITALS

WHEREAS, the Rotary Club is a nonprofit 501(c)(3) dedicated to the improvement of health, the support of education, and the alleviation of poverty. The Rotary Club endeavors to augment, not replace, tax-based support for the City by securing donations, funding and endowments beyond the scope of the City operating budget; and

WHEREAS, the Rotary Club was created and incorporated as a tax-exempt, non-profit organization with 501(c)(3) status in July 2008; and

WHEREAS, the City recognizes the Rotary Club is a separate private, non-profit 501(c)(3) charitable organization established for the purpose of supporting the community; and

WHEREAS, the Rotary Club operates as a legal entity separate from the City, and is governed by an independently elected Board of Directors; and

WHEREAS, the Rotary Club has created a plan for a new viewing platform at the top of Cap Sante that will provide better access for all and create a welcoming, more spacious area offering new opportunities for reflection, rejuvenation, and appreciation of nature; and

WHEREAS, the Rotary Club and the City wish to assure the continued success and prosperous growth of the Cap Sante public space for the Parties' mutual benefit and the benefit of the community;

NOW THEREFORE, for and in consideration of the premises and mutual promises contained in this MOA, the City and the Rotary Club agree as follows:

AGREEMENT

1. Purpose and Agreement

The Parties intent in executing this MOA is to provide the structure for collaboration to build a lookout on the east side of the Cap Sante summit that will allow for ADA access to the newly constructed viewing area.

2. General Operating Procedures

- a) The Rotary Club agrees to operate according to its Articles of Incorporation, Bylaws, and approved policies. The Rotary Club agrees to organize and operate in such a manner that will retain the Rotary Club's legal status as a tax-exempt, non-

profit organization pursuant to section 501(c)(3) of the Internal Revenue Code, or any successor statute.

- b) The Parks and Recreation Department Director (“Director”) shall be the City official responsible for day-to-day City Parks and Recreation Department operations.
 - c) Any and all jointly funded capital projects shall not proceed until the City Council appropriates the funds for such project and until the Rotary Club transfers its share of the appropriation or provides assurances acceptable to the City of timely availability of such funds.
 - d) The City and the Rotary Club may engage in joint promotional efforts, including marketing and the solicitation of funding through grants.
 - e) The Rotary Club agrees to provide a corporate structure for managing private donations, including endowments and grants, that do not create undue obligations for the City and assures donors that their contributions will be utilized for the intended purpose when specified. The Rotary Club will recognize donors on one of the interpretive signs on the viewing platform.
 - f) Charitable solicitation registrations shall be maintained.
 - g) The Rotary Club may organize staff and volunteers to conduct its business and fulfill its responsibilities to the City. The Rotary Club will not allow any City staff working in the Parks and Recreation Department to hold voting positions or vote on Board issues.
 - h) Frequent and effective communication between the City and the Rotary Club will be maintained.
3. Term: The term of this MOA shall begin upon inception through December 31, 2025, subject to the right of either party to terminate this MOA at any time by giving the other party at least ninety (90) days written notice, in advance, of its intent to terminate.

4. Acceptance of Gifts by the Rotary Club

- a) The Rotary Club agrees that in accepting gifts of all kinds, the Rotary Club shall:
 - 1) Consult with the Director in advance to ensure that gifts designated for specific purposes are in compliance with the City’s policies and master plans, vision, mission, and philosophy before accepting the gift.
 - 2) Receive prior written approval from the City for any gift, grant, or contract that includes a financial or contractual obligation binding upon the City.
 - 3) Provide information necessary for the City’s proper use of the funds.

5. General Terms and Conditions

- a) In the execution and performance of this MOA, the City and the Rotary Club act independently and not as agents, employees, partners or joint ventures. The agents or employees of one party shall not be construed to be the agents or employees of

the other. City employees shall remain employees of the City, notwithstanding the fact that they may assist the Rotary Club.

- b) Neither Party nor its agents, volunteers, servants, employees or officials shall be responsible or liable for any claim or suit arising from contracts, agreements, understandings or arrangements made by the other Party with any person or entity covering services or goods procured by the Party, or for the negligent or willful acts of the Party or those for whom the Party acts.
- c) The parties agree that if there is a dispute as to any provision of this MOA, or if either party materially breaches or fails to perform its obligations under this Agreement, the other party may give notice in writing of the dispute or material breach. The parties agree to meet to resolve the dispute or material breach within 30 (thirty) days of receipt of this notice.
- d) Any notice or notices required or permitted to be given pursuant to this MOA shall be given by certified mail, postage prepaid, return receipt required, as follows:

To the City:
Parks & Recreation Director, City of Anacortes
904 6th Street
P.O. Box 547
Anacortes, WA 98221

To the Rotary Club:
Marta McClintock
419 Commercial Avenue
P.O. Box 94
Anacortes, WA 98221

- e) This MOA shall be governed as to all matters, whether of validity, interpretations, obligations, performance or otherwise, exclusively by the law of the State of Washington, and all questions arising with respect thereto shall be determined in accordance with such laws. The parties shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or thereafter adopted, in the performance of its obligations set forth herein. Any and all suits for any claims or for any and every breach of dispute arising out of this MOA shall be maintained in the appropriate court of competent jurisdiction in the City of Anacortes, Washington.
- f) During the term of this MOA, each Party will defend, indemnify, and hold harmless the other Party and its agents, employees, volunteers, servants, and officials from any liability arising from the acts or omissions of its respective officers directors, employees, volunteers or agents. This provision shall survive the termination, cancellation, or expiration of the Agreement.
- g) This MOA may only be modified by agreement of the parties, and which shall be executed by the authorized representatives of the City and the Rotary Club.
- h) Neither party shall, without the prior written consent of the other party, assign, delegate, or otherwise transfer, in whole or in part, this MOA, or any rights or obligations arising hereunder.

- i) The City does not discriminate against faith- based organizations. The Rotary Club and the City agree that, at all times and for all purposes of this agreement, the Rotary Club shall act as an independent, separate legal capacity and not as an agent of the City. Each party agrees to be responsible for any negligent acts or omissions which may occur during the performance of this agreement and which result in claims by individuals or entities not parties to this agreement.
- j) This MOA may be amended upon review and approval of both Parties.
- k) If for any reason the Rotary Club is dissolved or liquidated, all assets of the Rotary Club shall be distributed in accordance with its Bylaws.
- l) Severability: Any provision or clause of this MOA that is deemed invalid by a court or otherwise by law shall not affect the validity of the remainder of the MOA.
- m) No Partnership: No provision of this MOA shall be construed to create a partnership or joint venture or any other arrangement where one party would be in any way responsible for the debts, losses, or liabilities of another party to this Agreement.
- n) Waiver: A waiver by any of the parties to this MOA shall not be construed as a continuing waiver of a provision, or a waiver of other provisions of the MOA. Any waivers of the MOA conditions shall be done in writing and signed by all parties.
- o) Entire Agreement: This MOA constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This MOA including any Exhibits hereto, may not be amended or modified, except in writing and signed by all parties to this MOA.

The Parties, by their authorized representatives, affix their authorized signatures hereto:

City of Anacortes	
By: Matt Miller, Mayor	Date:
Anacortes Rotary Charitable Association	
By Marta McClintock, President	Date:



City Council Agenda Bill

Meeting Date: September **Agenda Item:** 7.c.
9, 2024

Agenda Item Title: Resolution 3165: Establish a Climate Policy Advisory Team to Assist in the Development of a New Climate Element of the Comprehensive Plan

Staff Contact(s): John Coleman

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

Greg Francioch

Resolution

John Coleman

STEVE HOGLUND

DARCY SWETNAM

Item Summary: Attached is a resolution establishing the Climate Policy Advisory Team (CPAT). The CPAT will help steward the development of the first Climate Element of the Anacortes Comprehensive Plan, and advise City staff and the consultant team throughout the development of the Climate Element to ensure the work is informed by stakeholder and community feedback.

Resolution 3165 includes a CPAT Charter that specifies the roles, expectations and appointment method for the CPAT in conformance with state guidelines. There are numerous sectors that are impacted by climate and climate policies; these sectors are identified in the Charter. Members of the CPAT are selected from these sectors.

The resolution and Charter are modeled after those that established the Community Advisory Committee (CAC) for the 2016 Comp Plan update. Like the 2016 CAC, the CPAT is appointed by the mayor. Resolution 3165 does not appoint the members; the members will be appointed by the mayor after the CPAT has been established. Staff has worked closely with the mayor and mayor pro tempore, Carolyn Moulton, to select CPAT members that represent affected communities and organizations as described in the Charter. Staff has reached out to the proposed CPAT members and has received a verbal commitment from each.

Budget Impact:

none

Previous Action:

Recommended Motion: I make a motion to approve Resolution 3165 establishing a

Climate Policy Advisory Team to assist in the development of the Climate Element of the City's Comprehensive Plan.

Alternative Actions:

Attachments (listed in order presented):

1. CPAT Resolution 3165 (9-9-24)
2. CPAT Charter

RESOLUTION NO. 3165

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ANACORTES WASHINGTON ESTABLISHING A CLIMATE POLICY
ADVISORY TEAM (CPAT) TO ASSIST IN THE DEVELOPMENT OF THE
CLIMATE ELEMENT OF THE CITY’S COMPREHENSIVE PLAN**

WHEREAS, the Washington State Growth Management Act (GMA) of 1990 establishes statewide goals, guidelines and procedural requirements to guide the development, coordination and implementation of long range plans; and

WHEREAS, Chapter 36.70A.140 RCW requires counties and cities to “provide for early and continuous public participation;” and

WHEREAS, the City of Anacortes (“City”) is undertaking a review and possible adoption of modifications to update both its Comprehensive Plan and Development Regulations as mandated by RCW 36.70A.130(5)(B) (the “2025 Comprehensive Plan Periodic Update”), including the creation of a new Anacortes Comprehensive Plan Climate Element; and

WHEREAS, a public participation plan has been developed for the 2025 Comprehensive Plan Periodic Update to provide the public with an opportunity to learn about and comment on the review and suggest needed revisions to the Comprehensive Plan and Development Regulations, which participation plan was approved by the City Council with the approval of Resolution 3156; and

WHEREAS, the public participation plan identifies the establishment of a Climate Policy Advisory Team (“CPAT”) to aid in the development of the Anacortes Comprehensive Plan Climate Element; and

WHEREAS, the CPAT Charter, attached hereto as Attachment A establishes the purpose, membership, roles and responsibilities, and structure for the CPAT;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that the City Council establishes a Climate Policy Advisory Team to aid in the development of the Anacortes Comprehensive Plan Climate Element of the 2025 Comprehensive Plan. The CPAT shall be appointed and shall conduct its affairs in compliance with the CPAT Charter attached hereto as Attachment A.

**INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ANACORTES on this 9th day of September 2024.**

Matt Miller, Mayor

Approved as to form:

Darcy Swetnam, WSBA #40530
City Attorney

Attest:

Steven D. Hoglund, City Clerk Treasurer

Attachment A

Climate Policy Advisory Team Charter

Anacortes Climate Element

Climate Policy Advisory Team (CPAT) Charter

Overview

The Climate Policy Advisory Team (CPAT) will help steward the development of the first Climate Element of the Anacortes Comprehensive Plan, and advise City staff and the consultant team throughout the development of the Climate Element to ensure the work is informed by stakeholder and community feedback. The CPAT's work will include:

- Establishing guiding principles for the Climate Element that relate to and support the overall Comprehensive Plan vision, building on existing climate change-related goals/policies where relevant.
- Review and provide feedback on technical work, to ensure the Climate Element considers feedback from affected communities, stakeholders, partner agencies, and City staff.
- Center the needs of vulnerable populations so that people who are highly affected by the effects of climate change are considered and have a voice in the process.
- Provide recommendations to City staff and the consultant team on key focus areas for goals and policies, to ensure alignment with priorities identified by the overall Anacortes community.
- Review and recommend goals and policies drafted by City staff and the consultant team.
- Steward the process and build broad community support to enable the City to successfully adopt the Climate Element with the Comprehensive Plan.

CPAT Role and Supporting Engagement

As advisors for the development of the Climate Element, the CPAT will help City planning staff and the consultant team better understand community priorities and determine how to synthesize the results of the technical analysis and those community priorities into specific, achievable goals and policies.

Members of the CPAT may be asked to perform the following work as part of this group:

- Attend up to four meetings (most meetings will be remote, but some may be in-person or hybrid). Meetings will be one and half to two hours long and take place about every two months, though meetings may be spaced closer during kick-off & adoption phases.
- Review any meeting materials presented in advance, and provide feedback during the meeting on materials and meeting presentations and discussion.
- Participate in meeting discussions to help hone direction of Climate Element that considers measures to reduce greenhouse gas emissions, local climate impacts, community vulnerabilities, and advances environmental justice goals.

- Provide recommendations to the consultant team and staff to confirm the direction of materials presented, and to review and recommend Climate Element goals and policies.
- Attend some public meetings during Planning Commission review & adoption process.

The CPAT's work will be supported by other community and stakeholder engagement conducted for the Climate Element and overall Comprehensive Planning process. These may include, but are not limited to, open houses, surveys, stakeholder and community interviews or focus groups, coordination meetings with local Tribes, and Planning Commission and City Council meetings up to and during the adoption process.

Selecting Members and Meetings

City staff will recommend members for the CPAT, to ensure the group reflects the diversity of the Anacortes community, includes members who can speak to the needs of vulnerable and impacted communities, and who have planning or other relevant technical expertise to advise on goals and policies and steward the process towards successful adoption. It is crucial to the success of this group to include members who are potentially vulnerable to local climate impacts, those who are most impacted by proposed goals and policies, and those who will be tasked with implementing the Climate Element goals and policies. The CPAT members are to be appointed by the mayor.

CPAT members may include members from the following organizations or sectors:

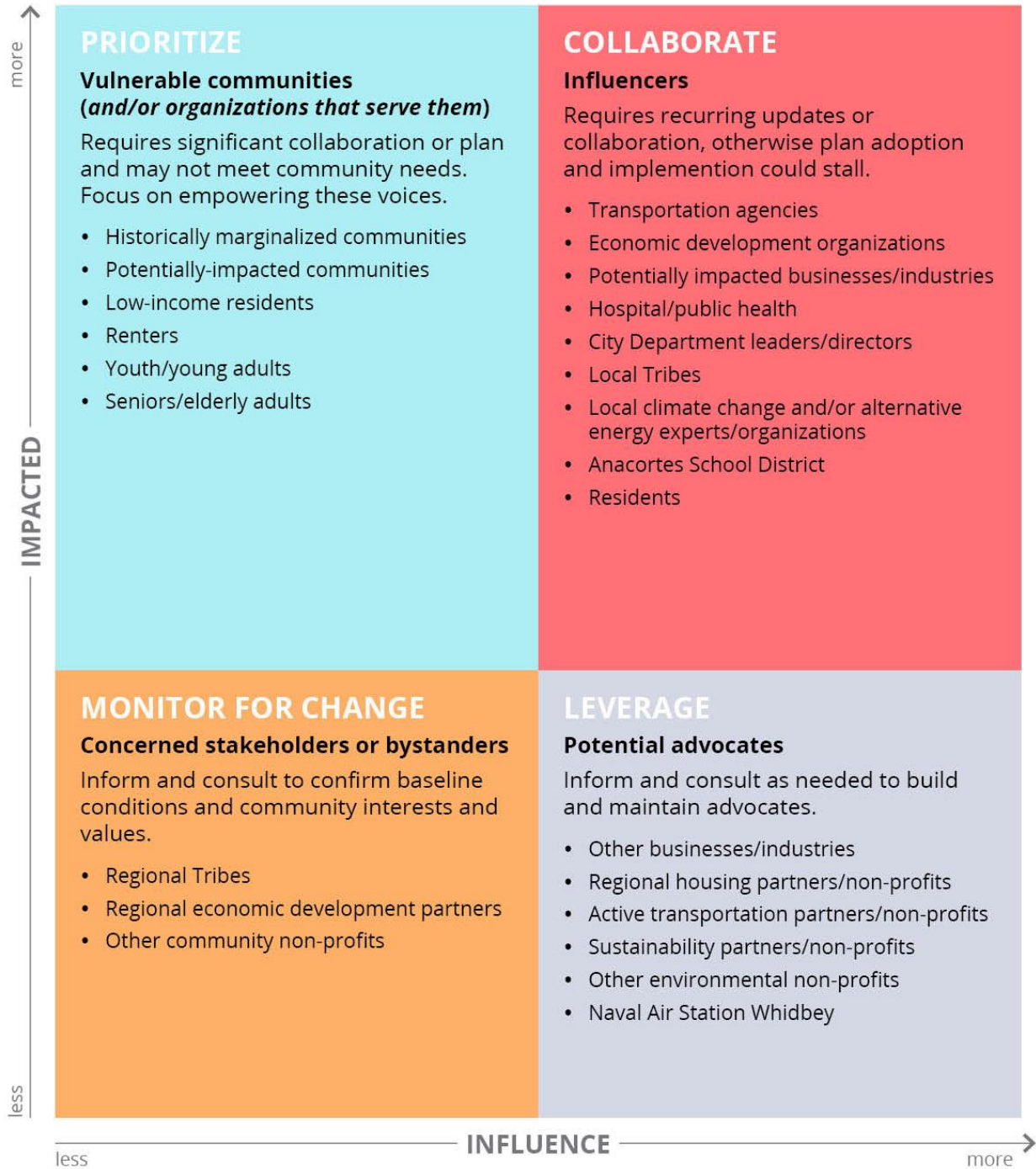
- Select City Department leaders/directors
- Educational institution, community organization and/or service provider
- Economic development organization or potentially impacted businesses/industries
- Transportation agencies or partners
- Public health or local/regional medical institution
- Other local or regional planning partner(s)
- City Council member (to provide oversight and can champion the project from beginning to end)
- Planning commission member (to provide continuity with the Comprehensive Plan process)

City staff and the consultant team will meet with the CPAT three to four times over the course of the project, starting in late summer 2024. City staff may also add members to the group during the process, to align with emerging technical information and/or community priorities. When feasible, City staff will identify members who are residents of Anacortes, as well as representatives from key sectors.

The following audience prioritization chart provides a high-level overview of how the City plans to engage the Anacortes community through the Climate Element and Comprehensive Plan process. **All audiences noted in the chart below are important for engagement.** The City envisions selecting CPAT members primarily from the *Prioritize* and *Collaborate* categories, to ensure the City works closely with those most affected by, or tasked with implementing, the

Climate Element goals and policies. The CPAT should be comprised of eight to twelve members (not including staff).

The City will plan and monitor other engagement events to ensure entities not selected for the CPAT, along with entities from all categories, have opportunities for engagement during the Climate Element and Comprehensive Plan process.



Source: MAKERS, 2020, adapted from multiple versions, including Kapwa Consulting's emphasizing a social equity lens and the original "power-interest" matrix (Mendelow, 1991).