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- The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received by the [City Clerk](#) prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
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Anacortes City Council
Municipal Building Council Chambers
904 6th Street

September 16, 2024
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Mayor's Award of Merit (Presentation)
 - b. Economic Development Committee (Report)
 - c. Finance Committee (Report)
 - d. Public Works Committee (Report)
 - e. Lodging Tax Advisory Committee (Report)
 - f. Port / City Liaison Committee (Report)
 - g. Personnel Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of September 9, 2024 (Action)
 - b. Approval of claims in the amount of \$3,916,646.72 (Action)
6. **Other Business**
 - a. * Draft Greenhouse Gas (GHG) Emissions Inventory Report Presentation from Makers/Parametrix (Presentation)
 - b. Contract Approval: Joint Use Agreement for Facilities with the Anacortes School District #24-241-PRK-001 (Discussion/Action)
 - c. Memorandum of Agreement #23-192-LIB-002 with Anacortes Public Library

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.

7. **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.*

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Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

September 16, 2024
6:00 p.m.

PUBLIC COMMENT SIGN IN SHEET

Per Resolution 3141, citizens wishing to comment on items not on the agenda may do so on any matter specifically pertaining to the City of Anacortes under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

Please print your name legibly so we can recognize you correctly in the minutes. Thank you!

Name

Topic

✓ XUHUA MU	Senior Activity Center Study.
✓ Linnea McCord	Movie Theater
✓ Suzanne Rohner	Movie Theater
Ⓢ John Wilkinson	G H G report

Continue on back of sheet as needed

ANACORTES CITY COUNCIL
PUBLIC COMMENT
MOVIE THEATER

September 16, 2024

Linnea McCord

“CITY COUNCIL REVERSES COURSE ON ANACORTES CINEMAS PURCHASE”

Anacortes American September 11, 2024, pg.1,3

WHY DID THE CITY WANT TO BUY THE THEATER?

When purchasing the movie theater on August 13, 2024 for **\$500,000** (the final cost with interest over 20 years would be more than **\$800,000**),

Councilman Ryan Walters said: **“Our objective in purchasing the property is “to make this messy arrangement go away...”**

WHY DID THE CITY RESCIND THE PURCHASE OFFER?

The offer to buy the theater was rescinded September 9, 2024.

A **feasibility study** indicated needed roof repairs, HVAC replacement, and electrical and safety work would cost an **additional \$280,000**.

IMPORTANT BACKGROUND INFORMATION

THE CITY OF ANACORTES REQUESTED THE MOVIE THEATER

- The City of Anacortes wanted the city to have a first run movie theater
- Anacortes Cinema is one of only two first run theaters now in Skagit County

PRIVATE THIRD PARTIES BUILT THE THEATER ON CITY LAND

- Private third parties agreed – and did build– a movie theater building on city land
- David Saunders was the sole owner since early 2000s until his death. His widow Nancy Saunders is now the owner.

CLAUSE 18: CITY'S LEASE AGREEMENT WITH MOVIE THEATER OWNER

SUBLEASE AND ASSIGNMENT

Lessee shall not sublet nor assign this Lease or any interest therein without the prior written consent of the Lessor, **WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD**

Sublessee OR Assignee [new private owner of the building] shall have at least five (5) years experience in the business of movie theater management or operations or a related business, and shall be financially capable of assuming said role.

CANNOT BE ARBITRARY

A LEGALLY ENFORCEABLE STANDARD UNDER CONTRACT LAW

Without fair, solid and substantial cause or reason

WHAT WAS THE SOURCE OF "THE MESSY ARRANGEMENT" THIS PURCHASE WAS TRYING TO SOLVE?

Planning Committee Council Members:

Ryan Walters, Christine Cleland-McGrath and Carolyn Moulton

What the Planning Committee Did?

- Met with movie theater owner's real estate representative
- Made it clear their sub-committee **disagreed with the requested change for Clause 18 of the lease** agreement so owner could **NOT** sell to an existing purchaser for **\$550,000**.

(The potential purchaser did not have 5 years experience in the movie theater business. The requested change in Clause 18 would instead allow a subleasee who would be operating the theater to satisfy that requirement.)

- Usurped effective participation of city council and public
(not just on this issue?)

WHAT SHOULD THE CITY DO NOW?

POTENTIAL EVIDENCE OF “UNREASONABLY WITHHELD”?

- Some comments of Council Members when refusing to allow the reasonably requested change in clause 18
- David Saunders, the prior owner, did not have 5 years of movie operator experience and the movie theater was successfully in operation for more than 20 years

SIMPLE SOLUTION:

City Council should immediately grant Nancy Saunders' reasonable request for the change in clause 18 before further potential deterioration in the purchase price for the movie theater building by the City Council's continued delay.

Anacortes City Council March 25, 2024

Good Evening, my name is John Prosser and I am here representing Nancy Saunders, the owner of the Anacortes Cinema Building at 415 'O' Avenue in Anacortes.

I would like to give a little of background and history as to why we are here tonight. The City of Anacortes approached Patrick Brunstad to see if he would have an interest in constructing a 3 screen movie theater in Anacortes. The city of Ocean Shores had recently constructed a 3 screen first run movie theater in about 1999. Steve Lange, at the time, was the theater operator in Oak Harbor, Mt. Vernon and the newly opened theater in Ocean Shores. The city paid him a visit to see if he might consider building and operating a theater in Anacortes. Steve then contacted Patrick Brunstad as he had been involved with the construction of a 3 screen movie theater in Ocean Shores. Brunstad enlisted the assistance of David Saunders to form Heritage Construction LLC and enter into an agreement with the City of Anacortes to construct the theater on city owned land at 415 'O' Avenue. Mr. Lange formed Anacortes Cinemas LLC to operate the theater. There was a statement made at the February 26th Planning Committee meeting wondering why the city would ever enter into the agreement that they did. It was because the city initiated the agreement. Shortly after the construction was completed, Heritage Construction was dissolved and Mr. Saunders was assigned the asset and the debt of the construction loan and the land lease. He formed Radius Anacortes Properties, LLC to be the Lessee of the land lease. I am surprised that Mr. Saunders was able to have the land lease assigned to his new LLC as he did not have 5 years experience in the movie theater business.

Fast forward to 2014 when the movie operator passed away and Mr. Saunders hired Jeff Brein, Far Away Entertainment, LLC to operate the movie theater and take over the Anacortes Cinema LLC. Mr. Brein signed a lease with Radius that ran concurrently with the land lease with the City of Anacortes and Brein became the Sub-Lessee to the land lease that expired on January 31, 2026..

I met David Saunders in 2017 as he asked for a meeting to discuss his wanting to not own the cinema building any longer. In fact, he and his wife had been

attempting to find an owner/operator of a movie theater that might have an interest in purchasing the Anacortes Cinema Building. On March 6, 2017 I wrote a letter, at Mr. Saunders direction, to Laurie Gere, Mayor, Don Measamer, Planning Director and Darcy Swetnam, City Attorney asking if the city would have any interest in purchasing the cinema building. They did not have any interest at that time as they did not have the available funds to make such a purchase.

In May, 2021 David Saunders passed away and his wife Nancy became the managing member of the Radius Anacortes Properties, LLC. On September 16, 2021 Karen Everett and I met with Nancy Saunders to discuss the potential sale of the cinema building. Karen and I thought that if the building was priced attractively it would bring the interest of investors to purchase the property. We arrived at a listing price of \$550,000 which was approximately \$200,000 less than what Skagit County Assessor had as the assessed value of the property. We put the property on the market on October 16, 2021 knowing that the land lease required the property to be a 3 screen first run movie theater until January 31, 2026. The theater operator was paying \$8,000 per month rent on the building and was current in his payments, thus it would make sense to an investor that the property had a good income and the movie operator was willing to enter into a lease with a purchaser until 2036.

So here we are tonight after 4 cash offers from purchasers wanting to not only continue the operation of the movie theater but extend the operation for an additional 10 years. We had one additional offer from the Anacortes Arts Festival but after almost a year of negotiations with the city the AAF could not come to an agreement with the city and terminated their agreement. It really comes down to Paragraph 18 of the land lease. That paragraph is the one that requires that to assign the existing land lease, the purchaser must have 5 years of experience in the movie theater business. We are simply asking that the Sub-Lessee, Jeff Brein, be able to meet that xperience requirement since he not only has 5 years experience, his lease runs concurrently with the land lease and he is also willing to sign an extension to the lease with any purchaser for an additional 10 years. By approving this amendment you will communicate to the community your willingness to have the theater potentially be operating for the next 12 years.

ADDITIONAL INFORMATION

We went before the Board of Equalization to appeal the 2024 assessed value of the building. Skagit County Assessor had placed the value of the building at \$1,295,400. After our presentation the Board made a decision to lower the assessed value of the building to \$650,000. This reduced the property tax from approximately \$10,000 to \$5,000. per year.

On March 11, 2024 at the Anacortes City Council Meeting the Planning Committee in their report to the council stated that the property owner of the Anacortes Cinema Building was asking for an amendment to the land lease. It was stated that the committee had recommended against the amendment and that they did not anticipate that the other members of the council would like it either. The problem is that the amendment that was proposed on February 26th is not the amendment that is before you tonight. As far as I know, the planning committee has not made a recommendation on this amendment.

Another incident at the February 26th meeting with the Planning Committee was that I stressed that my priority was to have Paragraph 18 modified as presented this evening but was told by a council member that it may be my priority but it certainly was not theirs.



MEMORANDUM

TO: Anacortes City Council

FROM: John Prosser, Managing Broker, Windermere Real Estate/Anacortes

DATE: March 12, 2024

RE: 3rd Amendment to Lease Agreement between City of Anacortes and Radius Anacortes Properties, LLC

We are asking the Anacortes City Council to amend Paragraph 18 of the existing Land Lease between the City of Anacortes and Radius Anacortes Properties, LLC dated February 1, 2001 as per the document provided by Darcy Swetnam, City Attorney, City of Anacortes.

What this amendment simply provides is that the Sub-Lessee of the Land Lease be able to meet the requirement of 5 years experience in the movie business.

In October of 2021, Karen Everett and I listed the Anacortes Cinema for \$550,000.00 which was approximately \$200,000 below assessed value. On February 21, 2022 we received a full price offer to purchase the building. During the Buyers 30 day Feasibility Study he discovered that because of the clause that the Lessee is required to have 5 years of experience in the movie theater business he terminated the contract. On March 19, 2022 we received an offer to purchase from the Anacortes Arts Festival (AAF) and Nancy Saunders, owner of the building, accepted the offer as we felt that the AAF might be able to negotiate with the city regarding the land lease. This negotiation went on for approximately one year with no positive results. The AAF terminated their offer and we moved on and relisted the property on September 9, 2023. Before relisting the property we scheduled a meeting with the city attorney on July 12, 2023 to discuss the possible modification of the land lease. We all determined that the amendment to paragraph 18 would solve the dilemma of having only the Lessee have the 5 years experience. On September 16, 2023 we received two offers on the building. Both were all cash and one was more than full price. Once again the proposed buyer was unable to meet the requirement of the 5 years experience and terminated the agreement. We sent a modification to paragraph 18 to the Planning Committee and they sent it back to us to simplify it. We simplified it and resent it to the Planning Committee and never received a response that I was aware of receiving. On January 26, 2024 we received another offer to purchase the building. This buyer asked if we could set up a meeting with the mayor, planning director and the city attorney. That meeting occurred on February 12, 2024 and it was agreed that we should schedule a meeting with the Planning Committee for February 26, 2024. That meeting did not go well as it was more focused on future uses of the property south of the theater and possible solutions should the theater close. That brings us to the March 18, 2024 city council meeting. Hopefully we can have a productive discussion regarding the pros and cons of approving this amendment.

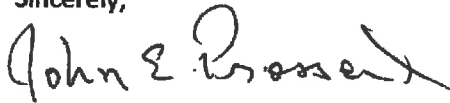
Pros and Cons of amending paragraph 18 of the Land Lease

The pros are that by amending paragraph 18 of the land lease it will allow an investor that does not have the 5 year of experience in the movie business to purchase the building with the Sub-Lessee, the movie operator, meeting the 5 years experience that is required. The Sub-Lessee, Far Away Entertainment LLC has already agreed with two previous buyers that he would be willing to sign a lease with the Lessee that would go to January 31, 2036. The investor could purchase the building and have a positive cash flow from the beginning.

The cons are that if this amendment does not pass, it is likely that the current owner of the building will shut down the theater at the expiration of the current lease which is January 31, 2026. She is currently losing approximately \$24,000 a year due to her mortgage debt, which is the original construction loan. I believe it comes down to do you want to have the movie theater or not.

Please consider approving the amendment to paragraph 18.

Sincerely,



John Prosser, Managing Broker
Windermere Real Estate/Anacortes Properties
3018 Commercial Avenue
Anacortes, WA. 98221
(360) 202-3891
jprosser@windermere.com

July 31, 2024

Mayor Miller and Anacortes City Council

Thank you for your offer on the Anacortes Cinema Building. Radius Anacortes Properties, LLC appreciates your interest in this property.

Throughout the Cinema's listing history, the building has received multiple offers, including two full price offers at \$550,000 that went under contract. Both of these offers were contingent upon Far Away Entertainment LLC extending their lease to operate the movie theater until at least January 31, 2036. Unfortunately, these transactions fell through due to the Anacortes City Council's decision not to approve a minor change in Paragraph 18 of the land lease with the City of Anacortes.

Given the context, it is particularly concerning to now receive an offer from the same City Council that previously hindered these full price contracts, especially at a significantly lower amount of \$475,000.

Additionally, within the past six months the Skagit County Assessor presented to the Board of Equalization an opinion that the building, as an income producing property, was worth \$1.8 million. Although we successfully argued for a market value reduction to \$650,000 based on current profit and loss data. It is important to note that the current owner is responsible for land lease payments and property taxes, costs that the city will not incur.

In light of these factors, we have countered your offer at the original asking price of \$550,000. The owner has incurred monthly losses of \$2,000 during the time the two previous sales could have been completed. We urge the council to consider and approve our counteroffer of \$550,000.

Sincerely,

Nancy Saunders
Radius Development LLC

Anacortes City Council Minutes - September 9, 2024

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of September 9, 2024 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Amanda Hubik were present.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Mr. Fantini moved, seconded by Mr. Young to move item 4.b. Library Board of Trustees Appointments to the beginning of the agenda prior to entering into executive session. The motion carried unanimously by voice vote.

Library Board of Trustees Appointments

Mayor Miller introduced the proposed appointments to the Library Board of Trustees of Jhana Shimizu for a five-year term effective immediately replacing Nancy Fisher-Allison, and Mike VanQuickenborne for a five-year term effective January 1, 2025 replacing John Shafer upon completion of his term.

Mr. Fantini moved, seconded by Ms. Hubik, to approve the appointment of Jhana Shimizu and Mike VanQuickenborne to the Library Board of Trustees. The motion carried unanimously by voice vote.

Executive Session

Potential Real Estate Transaction per RCW 42.30.110(1)(b) (30 minutes)

At 6:03 pm the City Council Mayor Miller announced that City Council and the City Attorney would convene in Executive Session per RCW 42.30.110 (1)(b) for approximately 30 minutes to discuss a potential real estate transaction. The mayor advised that the regular meeting would then reconvene with no final action having been taken. Councilmembers TJ Fantini, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Amanda Hubik attended the executive session.

At 6:43 pm, Mayor Miller reconvened the regular Anacortes City Council meeting.

Announcements and Committee Reports

Mayor Miller thanked Anacortes Senior Center staff, Administrator Karl Wolfswinkel and Program Coordinator Amanda Miller, and attending council members for a successful volunteer appreciation event over the weekend. He then announced that Saturday, September 14th would be the Space and International Observe the Moon Night at the library starting at 2:30pm and moon observation at Seafarers Memorial Park from 6:30-8:30pm. The mayor also announced that Saturday, September 21st, would be fall residential cleanup day at the city operations facility at 37th Street and D Avenue, and the Anacortes Family Center shred-a-thon in the Walgreens parking lot from 9am-1pm. He then reminded the public that pavement resurfacing projects would be ongoing this month on Kingsway, Fidalgo Avenue, Hillcrest Drive, Guemes View, San Juan and Cay Way.

Planning Committee

Ms. Moulton reported from the Planning Committee meeting held earlier in the evening. The topics discussed included the Housing Action Plan and the recommendation to the Planning Commission for elements that would be included or not in the Comprehensive Plan update process and a contextual review of why certain elements were included in the plan .

Mr. Fantini announced on September 26th that he would host his third quarter town hall from 6-8pm in the library community room.

Ms. Moulton thanked the Anacortes Music Project for a successful festival over the past weekend.

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

Mr. Walters removed items 6.b. and 6.d. from the Consent Agenda.

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

a. Minutes of September 3, 2024

c. Special Event Application: Downtown Trick or Treat

Approval of claims in the amount of \$791,793.56

Mr. Walters mentioned that the City offers a rebate on energy efficient appliances, for which he received a \$50 rebate for a new dishwasher, and announced that he would abstain from voting for this item.

Ms. Cleland-McGrath moved, seconded by Mr. Fantini, to approve item 6.b. - Approval of claims in the amount of \$791,793.56. The motion carried by voice vote, with Mr. Walters abstaining.

The following vouchers/checks were approved for payment:

EFT numbers: 110376 through 110413 total \$738,648.73

Check numbers: 110414 through 110434, total \$39,500.94

Wire transfer numbers: 353805 through 354111, total \$13,643.89

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

Mr. Walters summarized the proposed contract as conducting a needs and use assessment that would outline how the city can use the operations facility to its full potential. He suggested adjusting the scope of work to explore options where the site would be shared with the Anacortes School District (ASD), including possible adjacent property acquisition. Public Works Director Andrew Rheume remarked that the needs and use assessment would include consideration of the School District and that a reconfigured site could possibly accommodate both entities. Operations Manager WiL Ludemann added that the surrounding property is mostly residential, with the only possible adjacent expansion to the south on land that is currently an open mining operation.

Discussion topics included:

- Leaving the door open to change and acting in the best interest of the city.
- Procuring additional property and being able to share the site with the school district.
- Budgeted funds for the project.
- Any changes to the interlocal agreement with the school district requires council approval.
- Co-locate the school bus garage and the city operations to save taxpayer funds.
- Not pre-judging the outcome and having the school district conduct their own needs assessment.
- Exclusion of ASD and community members from initial kickoff.
- Including engagement of ASD and community in the scope of work.
- Exhibit A includes discussion of communication strategies with ASD staff.
- Discussions with ASD regarding bus facility expansion?
- State program that provides funding for a facility if they cooperatively operate with another district.

TJ FANTINI moved, seconded by ANTHONY YOUNG, to authorize the mayor to sign contract #24-170-OPS-001 with Makers Architecture and Urban Design LLP.

Vote: Ayes - ANTHONY YOUNG, TJ FANTINI. Nays - RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Result: Failed

Other Business

Feasibility Review for Movie Theater Purchase and Sale Agreement

City Attorney Darcy Swetnam introduced the feasibility review of the movie theater purchase and sale agreement, referring to a slide presentation that was added to the packet materials for the meeting.

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

Discussion topics included:

- Retrieve earnest money and walk away from the agreement.
- The building is not worth the price offered.
- Risk of maintaining the building.
- Amending the existing lease to allow the current owner to sell the building.
- Outside the purview of the city government to operate a theater or private enterprise.
- The movie theater is open and operating.

RYAN WALTERS moved, seconded by BRUCE MCDOUGALL, to direct the mayor to indicate to the seller the feasibility period has not been satisfied and to terminate the purchase and sale agreement and request return of the earnest money.

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

Memorandum of Agreement #24-177-PRK-001 with Anacortes Rotary Charitable Association

Parks and Recreation Director Jonn Lunsford introduced the proposed memorandum of agreement #24-177-PRK-001 with the Anacortes Rotary Charitable Association for the lookout construction project at Cap Sante, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Thanks to the Rotary for their effort and cooperation with the city and community.
- Invitation to bid and construction timeline
- The possibility of closures during construction.

CAROLYN MOULTON moved, seconded by CHRISTINE CLELAND-MCGRATH, to authorize the mayor to sign the memorandum of agreement with the Anacortes Rotary Charitable Assoc.

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

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

Planning, Community, and Economic Development Director John Coleman introduced proposed Resolution 3165 that would establish a Climate Policy Advisory Team (CPAT) to assist with the development of the Climate Element of the Comprehensive Plan update. Mr. Coleman emphasized that the members would be associated with community groups that would be most affected by climate change and that coordination between the consultants, mayor, and mayor pro tempore focused on identifying the appropriate individuals to be team members.

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

Discussion topics included:

- Are CPAT meetings open to the public?
- Possibly hybrid in-person and virtual meetings.
- Four meetings over the course of the process.
- Asking CPAT members to react to consultant work.
- How does the team provide recommendations to staff and consultants? Consensus, individual, or substantive input?
- Can any one member of the team author a proposal?
- Public participation to the maximum extent possible.
- Importance of the team working together.
- Are the team members confirmed by the council?
- The importance of having at least one in-person meeting.

ANTHONY YOUNG moved, seconded by AMANDA HUBIK, to approve Resolution 3165 establishing a Climate Policy Advisory Team.

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 7:41 p.m. the Anacortes City Council meeting of September 9, 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 16, 2024 City Council meeting:**
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
354483	7/15/2024	07/15/2024	ECONOWASH LAUNDRY&CLEANERS	UNIFORM CLEANING 6/5-7/15/24	\$ 19.58	apd
354421	7/26/2024	4676	C & C TIMBER INC	WA PARK FIREWOOD FOR RESALE	\$ 2,964.00	parks1
354603	7/31/2024	1480	WIDENER & ASSOCIATES	FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA- 4539-DR - JULY 2024	\$ 5,140.80	pw1
354601	7/31/2024	1482	WIDENER & ASSOCIATES	FEMA COORDINATION - JANUARY 2022 EVENT - FEMA-4650-DR - JULY 2024	\$ 2,388.70	pw1
354604	7/31/2024	1483	WIDENER & ASSOCIATES	WWTP OUTFALL - PERMITTING & MONITORING SERVICES - JULY 2024	\$ 43,115.42	pw1
354584	7/31/2024	28829549	KIMLEY-HORN AND ASSOCIATES, IN	MARCH'S POINT ROAD WATER MAIN AND BIKE LANE PROJECT - DESIGN - THROUGH 7/31/24	\$ 18,470.30	pw1
354239	8/1/2024	2034067	MILES SAND & GRAVEL CO.	SUPPLIES FOR STREET DEPT	\$ 141.44	dshop
354576	8/1/2024	5069888626	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 07/01-07/31/24	\$ 52.69	apd
354573	8/1/2024	5069889195	RICOH USA, INC	S/N C86180481 PARKS 5/1- 7/31/24	\$ 23.30	parks1
354575	8/1/2024	5069889196	RICOH USA, INC	S/N C86146548 APD PATROL OFFICE 5/1-7/31/24	\$ 231.98	apd
354504	8/1/2024	INV12980	EVERGREEN SAFETY COUNCIL	FLAGGER CERTIFICATION	\$ 1,717.53	dshop
354485	8/6/2024	284212	LANGCO NORTHWEST, INC.	OPERATIONS UPPER PARKING LOT PROJECT - OUTDOOR STAIRS REPLACEMENT	\$ 25,024.00	pw1
354409	8/9/2024	21697	STONE, VERNON	HOMEOWNER REIMBURSEMENT FOR FAUCET REPLACEMENT DUE TO FROM PROJECT WORK	\$ 648.45	pw1
354383	8/13/2024	RE 41 JZ2219 L004	WASHINGTON STATE DEPARTMENT	LOCATE LOST WATER VALVE	\$ 88.49	wdist
354507	8/15/2024	Pay App 3	STRIDER CONSTRUCTION CO, INC	WWTP OUTFALL RELOCATION - MARINE AND UPLAND	\$ 2,696,553.60	pw1
354297	8/17/2024	284559	LAKESIDE INDUSTRIES, INC.	5/8" & 3/4" ROCK SALES	\$ 605.40	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
354296	8/17/2024	284560	LAKESIDE INDUSTRIES, INC.	SUPPLIES FOR STORM DEPT	\$ 370.32	dshop
354295	8/17/2024	284623	LAKESIDE INDUSTRIES, INC.	1 1/4" & 1 1/2" ROCK SALES	\$ 523.85	wdist
354490	8/20/2024	903497	CASCADE COLUMBIA DISTRIBUTION	PLANT CHEMICALS	\$ 4,660.73	dwwtp
354600	8/23/2024	21863 - 12	H W LOCHNER, INC	PROFESSIONAL PLAN REVIEW CONSULTANT SERVICES - 6/19/24-8/23/24	\$ 5,138.71	pw1
354599	8/23/2024	22409 - 7	H W LOCHNER, INC	CITY ENGINEER OF RECORD FOR STREETS AND STORMWATER - 7/1/24-8/23/24	\$ 3,770.28	pw1
354598	8/23/2024	22410 - 4	H W LOCHNER, INC	16TH STREET AND D AVENUE IMPROVEMENT PROJECT: DESIGN - 7/1/24-8/23/24	\$ 90,965.95	pw1
354587	8/26/2024	19051	WILSON ENGINEERING, LLC	WWTP PUMP STATION 16 RECONSTRUCTION - DESIGN - THROUGH 8/23/24	\$ 29,039.05	pw1
354594	8/26/2024	WA74861BC	PRECISION CONCRETE CUTTING INC	2024 TRIP HAZARD REMOVAL	\$ 55,560.94	pw1
354418	8/28/2024	24-25344	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR SOUTH	\$ 133.00	dwtpt
354494	8/28/2024	360-299-0973-1017915	ZIPLY FIBER	WWTP 8/28-9/27/24	\$ 513.40	dwwtp
354486	8/28/2024	60001869	PACWEST MACHINERY, LLC	PART FOR EQUIP #8006	\$ 87.02	dshop
354506	8/28/2024	INV13044	EVERGREEN SAFETY COUNCIL	FLAGGER CERTIFICATION	\$ 1,785.93	dshop
354478	8/29/2024	00116205	OWEN EQUIPMENT COMPANY	SUPPLIES FOR STREET DEPT	\$ 87.76	dshop
354419	8/29/2024	24-25368	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtpt
354505	8/29/2024	24014-01	PNW CIVIL, INC.	22ND STREET PEDESTRIAN IMPROVEMENT PROJECT	\$ 56,255.00	pw1
354468	8/29/2024	47782	SKAGIT PUBLISHING LLC	PUBLISH AA-550098	\$ 40.60	finance
354469	8/29/2024	47783	SKAGIT PUBLISHING LLC	PUBLISH AA-551148	\$ 48.72	parks1
354237	8/30/2024	269749	INFOSEND, INC.	AUGUST 2024 PROCESSING	\$ 4,733.01	finance
354417	8/31/2024	052-0010-00	CITY OF ANACORTES	OPS: 8/1-8/31/24	\$ 1,747.72	dshop
354487	8/31/2024	13307	PETDATA, INC	PETDATA LICENSING FEES AUGUST	\$ 500.00	finance
354588	8/31/2024	14-0824ANCTWQAP-P2	CONFLUENCE ENGINEERING GROUP L	WATER QUALITY ASSESSMENT AND PLANNING - 4/4/24-8/31/24	\$ 5,157.00	dwtpt
354597	8/31/2024	19818	TRANSPORTATION SOLUTIONS INC	PUBLIC RIGHT-OF-WAY ADA SELF-EVALUATION AND TRANSITION PLAN - 7/16/24-8/15/24	\$ 11,949.25	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
354234	8/31/2024	4080120	UTILITIES UNDERGROUND LOCATION	AUGUST LOCATE TICKETS	\$ 282.48	dshop
354501	8/31/2024	45004062	LINDE GAS & EQUIPMENT INC.	MAINTENANCE SUPPLIES	\$ 340.18	dwwtp
354589	8/31/2024	52703	PACIFIC SECURITY	SECURITY DETAIL ON COURT DAYS	\$ 540.75	court
354593	8/31/2024	9020577002	LANGUAGE LINE SERVICES, INC	TELEPHONE INTERPRETER SERVICES	\$ 3.33	court
354408	9/1/2024	1099	BE ENTERPRISES LLC	PUBLIC RESTROOM CLEANING SERVICES AUGUST 2024	\$ 3,575.10	plan
354236	9/1/2024	1398699-0043-8	WASTE MANAGEMENT	AUGUST 2024 CONTRACTED SERVICES	\$ 152,341.77	finance
354240	9/1/2024	502423	MOMENTUM TELECOM INC	SIP TRUNKS 9/1-9/30/24	\$ 982.75	infosys
354574	9/1/2024	5069889548	RICOH USA, INC	S/N C86152062 HR COPIES 7/1-7/31/24	\$ 4.24	hr
354479	9/1/2024	FT250004	WASHINGTON STATE PATROL	FIRE ACADEMY FOOD, LODGING, TUITION: HONNOLL	\$ 9,553.00	medic
354298	9/3/2024	0325297-IN	NELSON-REISNER DISTRIBUTOR INC	SUPPLIES FOR SHOP	\$ 91.07	dshop
354232	9/3/2024	1724415	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 191.00	dshop
354411	9/3/2024	200012505505	PUGET SOUND ENERGY INC	WTP 8/1-8/31/24	\$ 107,607.69	dwwtp
354229	9/3/2024	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 6/29-8/29/24	\$ 32,829.66	dshop
354230	9/3/2024	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 7/9-8/7/24	\$ 77.76	dshop
354231	9/3/2024	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 7/30-8/28/24	\$ 38.28	dshop
354385	9/3/2024	3087	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 20.00	pubdef
354386	9/3/2024	3088	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 40.00	pubdef
354387	9/3/2024	3089	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 100.00	pubdef
354388	9/3/2024	3090	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 330.00	pubdef
354389	9/3/2024	3091	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 340.00	pubdef
354390	9/3/2024	3092	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 10.00	pubdef
354391	9/3/2024	3093	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 90.00	pubdef
354392	9/3/2024	3094	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 10.00	pubdef
354393	9/3/2024	3095	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 20.00	pubdef
354394	9/3/2024	3096	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 570.00	pubdef
354395	9/3/2024	3097	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 180.00	pubdef
354396	9/3/2024	3098	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 110.00	pubdef
354397	9/3/2024	3099	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 100.00	pubdef
354398	9/3/2024	3100	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 150.00	pubdef
354399	9/3/2024	3101	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 270.00	pubdef

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
354400	9/3/2024	3102	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 230.00	pubdef
354401	9/3/2024	3103	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 400.00	pubdef
354402	9/3/2024	3104	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 50.00	pubdef
354403	9/3/2024	3105	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 590.00	pubdef
354404	9/3/2024	3106	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 880.00	pubdef
354405	9/3/2024	3107	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 180.00	pubdef
354406	9/3/2024	3108	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 110.00	pubdef
354407	9/3/2024	3109	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 100.00	pubdef
354470	9/3/2024	410501-24	IDENTIFIX	IDENTIFIX GOV11/21/24-11/21/25	\$ 1,428.00	dshop
354422	9/3/2024	700299	ISLAND FIREWOOD CO., LLC	WA PARK FIREWOOD FOR RESALE	\$ 1,500.00	parks1
354475	9/4/2024	002165605	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 101.36	medic
354503	9/4/2024	1060	DUNTON SECURITY/MARINE WELDING	OPERATIONS UPPER PARKING LOT - STAIRCASE RAILING; R AVE PED CROSSING RAILING	\$ 15,232.00	pw1
354415	9/4/2024	52387716	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 6,571.78	dwtpt
354482	9/4/2024	9767-1	ANACORTES TOWING, LLC	TOWING; APD 24-A05675	\$ 169.73	apd
354595	9/4/2024	Pay App 7	SRV CONSTRUCTION, INC	R AVENUE LONG-TERM IMPROVEMENT PROJECT - CONSTRUCTION	\$ 295,951.62	pw1
354233	9/4/2024	XA116003714:01	RWC INTERNATIONAL	PART FOR VEHICLE #220	\$ 85.94	dshop
354500	9/5/2024	23647	INDUSTRIAL RESOURCES, INC.	EMERGENCY REPAIR TO INCINERATOR PATCHES ON TANK	\$ 2,074.00	dwwtpt
354420	9/5/2024	24-26157	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtpt
354423	9/5/2024	24-26182	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR NORTH	\$ 133.00	dwtpt
354384	9/5/2024	240996	T-SHIRTS BY DESIGN	WORK UNIFORM	\$ 354.69	wdist
354495	9/5/2024	240997	T-SHIRTS BY DESIGN	WTP UNIFORMS	\$ 1,904.00	dwtpt
354238	9/5/2024	SaleMacdonald	MACDONALD, TERRY	98221 GALLERY ART SALE	\$ 105.00	parks1
354414	9/5/2024	U363593	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 1,236.06	wdist
354412	9/5/2024	V574476	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 869.40	wdist
354416	9/6/2024	03188	SKAGIT COUNTY SHERIFF'S OFFICE	AUGUST JAIL TAX PAYMENT PER CONTRACT	\$ 96,170.48	finance
354591	9/6/2024	1200652971	HDR ENGINEERING, INC	WTP NORTH LINE REPAIR & FLOWMETER UPGRADES - DESIGN - 7/28/24-8/24/24	\$ 20,066.93	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
354496	9/6/2024	1200653102	HDR ENGINEERING, INC	COMBINED SEWER OVERFLOW PUMP STATION DESIGN - 7/28/24-8/24/24	\$ 1,272.24	pw1
354477	9/6/2024	1260	FIDALGO CLEANING	APD CLEANING & SUPPLIES 8/26-9/8/24	\$ 875.00	apd
354410	9/6/2024	21-043-FIN-001	ANACORTES FAMILY CENTER	AUGUST AFFORDABLE HOUSING TAX PAYMENT	\$ 34,941.19	finance
354413	9/6/2024	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	AUGUST AFFORDABLE HOUSING TAX PAYMENT	\$ 34,941.19	finance
354473	9/6/2024	220013286491	PUGET SOUND ENERGY INC	APD 8/6/24-9/5/24	\$ 2,710.05	apd
354572	9/6/2024	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION: 08/06-09/05/24	\$ 40.56	dshop
354498	9/6/2024	220021901958	PUGET SOUND ENERGY INC	SKYLINE TSUNAMI SIREN 8/6-9/5/24	\$ 10.89	dwwtp
354586	9/6/2024	237460	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2024 - OPERATIONS SHOP	\$ 4,668.61	pw1
354585	9/6/2024	2896327	FOSTER GARVEY PC	OUTSIDE DEFENSE COUNSEL FOR SHORELINES CASE - BARTH/SHADOWCRFFK	\$ 212.40	legal
354596	9/6/2024	3013	NORTHWEST CORROSION	ANNUAL WATER RESERVOIR CATHODIC PROTECTION CHECKS 2024	\$ 1,650.00	dwwtp
354472	9/6/2024	INV00476921	USA BLUE BOOK	BH LAB - BUFFERS, FLUORIDE REAGENT SPADNS	\$ 2,390.95	dwwtp
354424	9/6/2024	MEH0098	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwwtp
354425	9/6/2024	MEH0142	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwwtp
354474	9/7/2024	00005W5A83364	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 9-7-24	\$ 12.49	apd
354502	9/9/2024	24-24484	EDGE ANALYTICAL, INC	LAB TESTING - POST PORT PUMPING	\$ 1,112.70	dwwtp
354613	9/9/2024	INV00477053	USA BLUE BOOK	LAB SUPPLIES - BUFFER, TURB STANDARD, SWIFTEST REFILL, TITRAVER, HARDNESS STAND	\$ 2,303.21	dwwtp
354612	9/9/2024	MEI0003	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwwtp
354488	9/9/2024	SVH-4582277	SKAGIT VALLEY HERALD	AFD 9/24-2025	\$ 350.70	medic
354606	9/10/2024	24-100-PRK-0011	OLSEN ENTERPRISES, LLC	RETAINAGE RELEASE	\$ 400.00	pw1
354608	9/10/2024	24-162-FAC-0011	BLYTHE MECHANICAL, INC	RETAINAGE RELEASE	\$ 73.67	pw1
354610	9/10/2024	24-196-FBR-0011	BATTERY POWER SOLUTIONS, LLC	RETAINAGE RELEASE	\$ 205.93	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
354611	9/10/2024	24-26179	EDGE ANALYTICAL, INC	WATER ANALYSIS - FLUORIDE BLUE HERON	\$ 33.00	dwtp
354583	9/10/2024	INV2882521	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 8/8-9/7/24	\$ 366.97	finance
354578	9/10/2024	RefundGovert	GOVERT, KAYLA	WA PARK CAMPING REFUND	\$ 59.00	parks1
354577	9/10/2024	RefundHockaday	HOCKADAY, KATHLEEN	DEPOT REFUND-CANCELLATION	\$ 222.00	parks1
354579	9/10/2024	RefundJohnson	JOHNSON, STEVEN	WA PARK CAMPING REFUND	\$ 15.00	parks1
354580	9/10/2024	RefundThompson	THOMPSON, JAMES	WA PARK CAMPING REFUND	\$ 5.00	parks1
	Total				\$ 3,916,646.72	



City Council Agenda Bill

Meeting Date: September 16, 2024 **Agenda Item:** 6.a.

Agenda Item Title: Draft Greenhouse Gas (GHG) Emissions Inventory Report Presentation from Makers/Parametrix

Staff Contact(s): John Coleman, Libby Grage

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Greg Francioch	Presentation
LIBBY GRAGE	
John Coleman	

Item Summary: Washington State now requires planning for climate change in the Comprehensive Planning process. The City of Anacortes received grant funding to complete a new Climate Element during the 2025 Comprehensive Plan update process, and contracted with MAKERS/ Parametrix to assist with its development. The Climate Element consists of two sub-elements: A **GHG Emissions Reduction** sub-element and a **Resilience** sub-element. Part of the initial data gathering for the GHG Emissions Reduction sub-element was to conduct a greenhouse gas emissions inventory for the City. The inventory will inform the identification of emission reduction targets and, ultimately, the Comp. Plan Climate Element's goals and policies.

At tonight's meeting, Beth Miller, PhD, with Parametrix, will present the initial results of the City's GHG emissions inventory.

Budget Impact:
N/A

Previous Action: April 1, 2024: City Council authorized execution of an Interagency Agreement with WA State Department of Commerce to accept a 2023-2025 Climate Planning Grant ([24-120-PLN-001](#))
April 8, 2024: City Council authorized execution of a contract with MAKERS to assist with the development of the Climate Element ([24-120-PLN-002](#))

Recommended Motion: No recommended motion - presentation and discussion only.

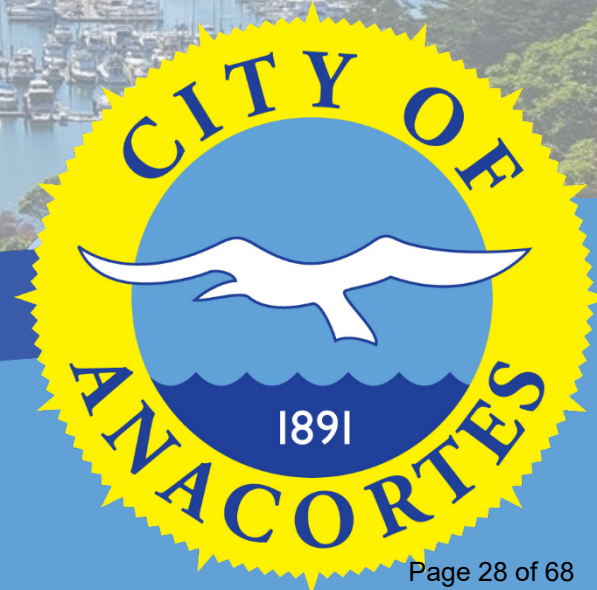
Alternative Actions: N/A

Attachments (listed in order presented):

1. 9/16/24 Presentation Slides

ANACORTES

2025 Comprehensive Plan & Climate Element Update



Agenda

- GHG Emissions Sub-element Discussion (Parametrix) -20 min
- Q&A - 40 min

OVERVIEW OF CLIMATE ELEMENT

What is the “Climate Element”?

Washington State now requires planning for climate change in the Comprehensive Planning process.

Climate Element includes two sub-elements

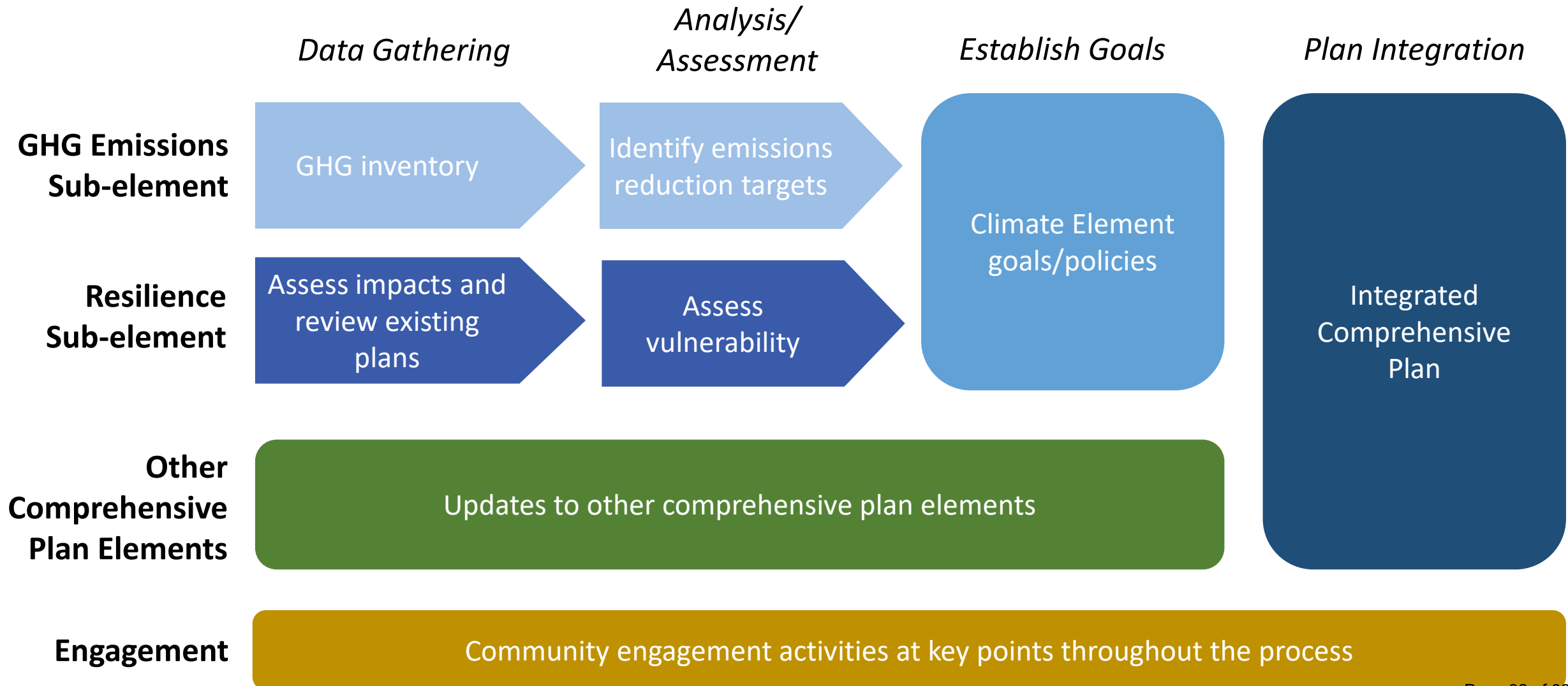
- **GHG Emissions Reduction sub-element**
- **Resilience sub-element**

Communities are also required to advance environmental justice and avoid environmental health disparities.

RCW 36.70A.070 Comprehensive plans—Mandatory elements.

*“A climate change and resiliency element that is designed to result in **reductions in overall greenhouse gas emissions** and that must **enhance resiliency to and avoid the adverse impacts of climate change**, which must include efforts to **reduce localized greenhouse gas emissions** and **avoid creating or worsening localized climate impacts to vulnerable populations and overburdened communities.**”*

Process Overview



GHG EMISSIONS SUB-ELEMENT

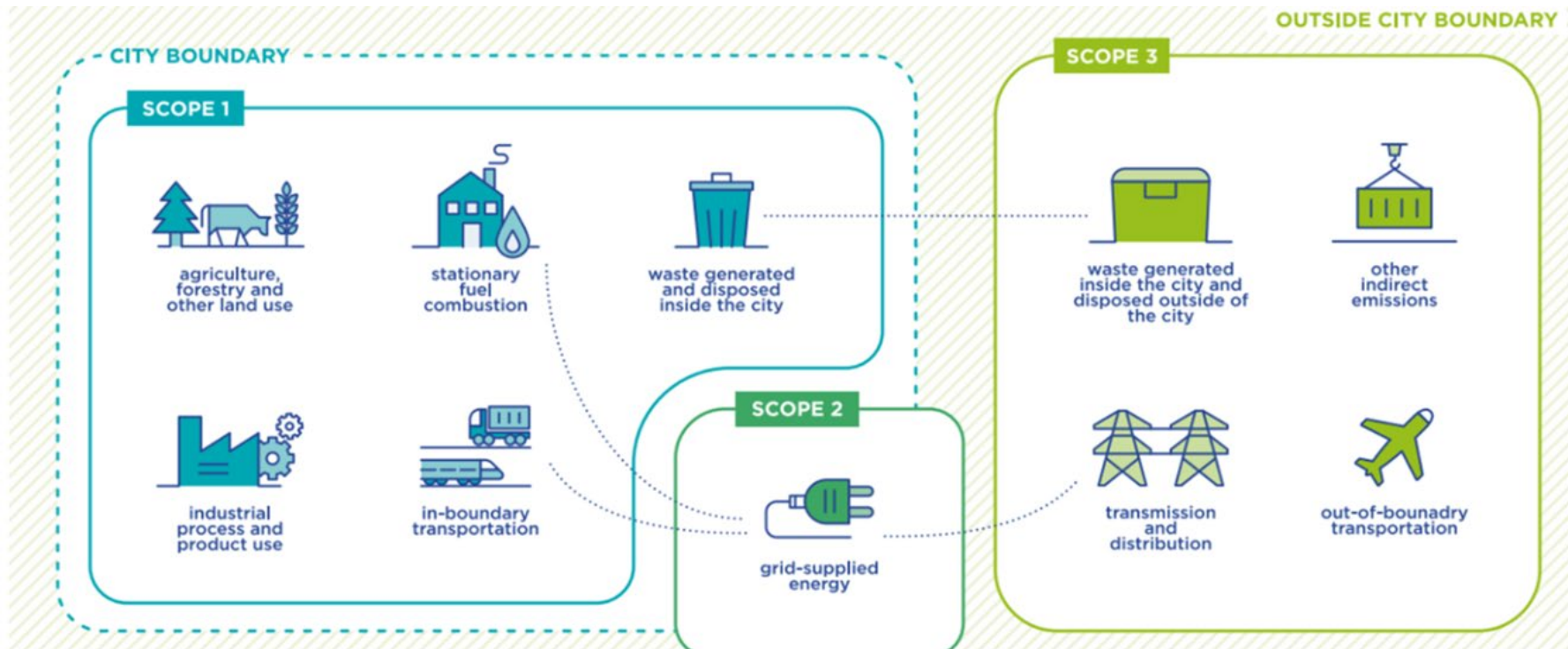
What is a GHG Inventory?

- **Accounting of greenhouse gases** (GHGs) emitted to or removed from the atmosphere **during a specified period** for an organization or geographic boundary.
- GHGs are in large part from the **combustion of fossil fuels**, but also include emissions from other sources like **refrigerants, wastewater treatment, waste disposal, and land use change**.
- GHG inventories provide an **emissions baseline** and a **means to track emissions reductions over time and progress toward goals**.

Greenhouse Gas	Chemical Formula	Global Warming Potential
Carbon Dioxide	CO ₂	1
Methane	CH ₄	28
Nitrous Oxide	N ₂ O	265
Other high-GWP gases	CFCs, HFCs, SF ₆ , etc.	up to 24,000

Source: IPCC 5th Assessment Report, 2014, 100-year values

What's Included?



- Includes activities within calendar year 2022
- Activities within the city's geographic boundary
- Follows Washington State Department of Commerce requirements
- Includes Ferries, marinas, and urban forest
- Excludes refineries

What is 1 MT CO₂e?

**A Metric Ton of Carbon Dioxide Equivalent –
a way to normalize GHG gases to CO₂.**

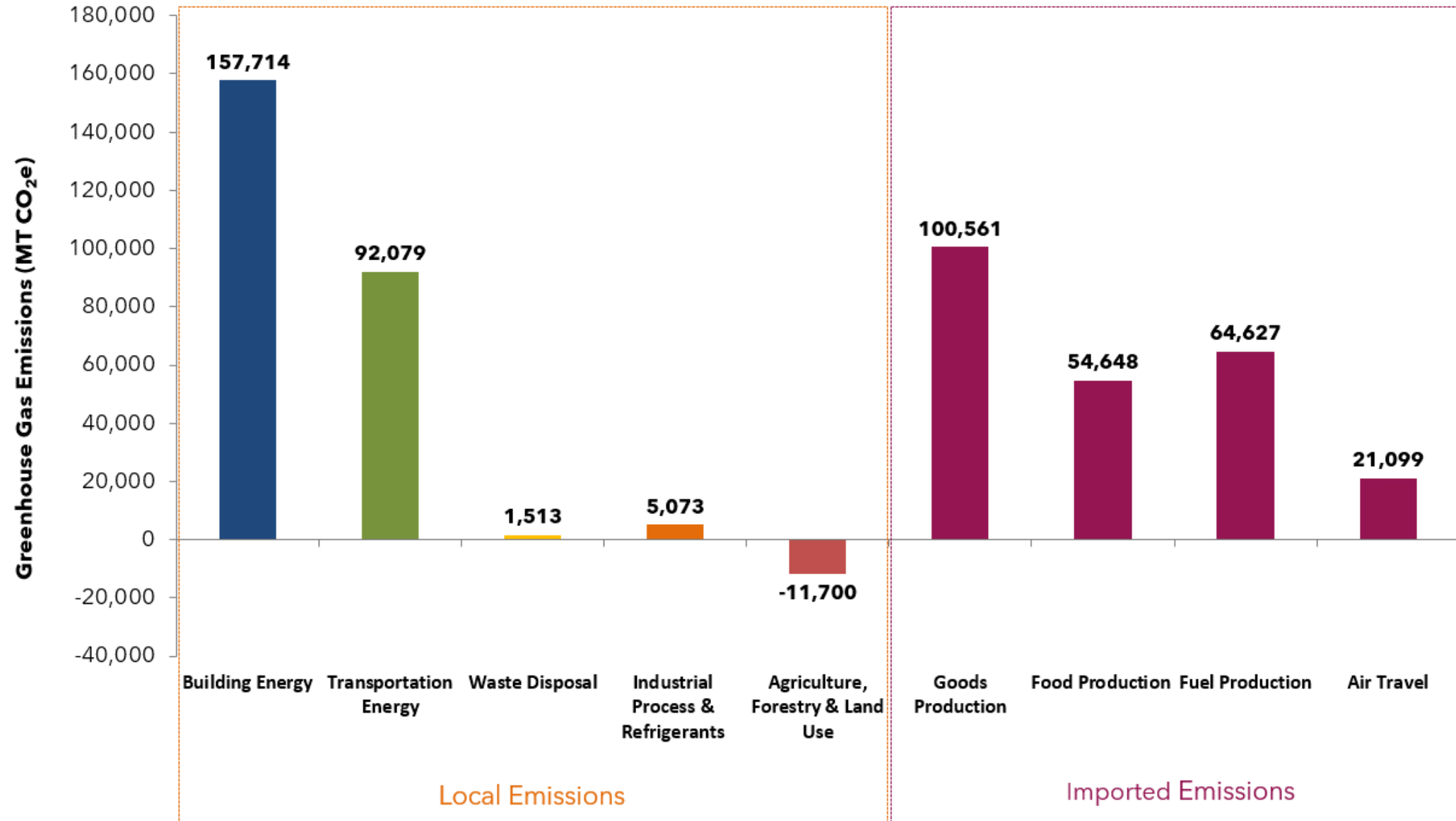
One MT CO₂e is equal to any one of the following:*

- One passenger vehicle driven 2,500 miles
- 13% of one US home's energy use for a year
- 46 propane cylinders for home BBQs
- 1.2 acres of forest sequestration for 1 year

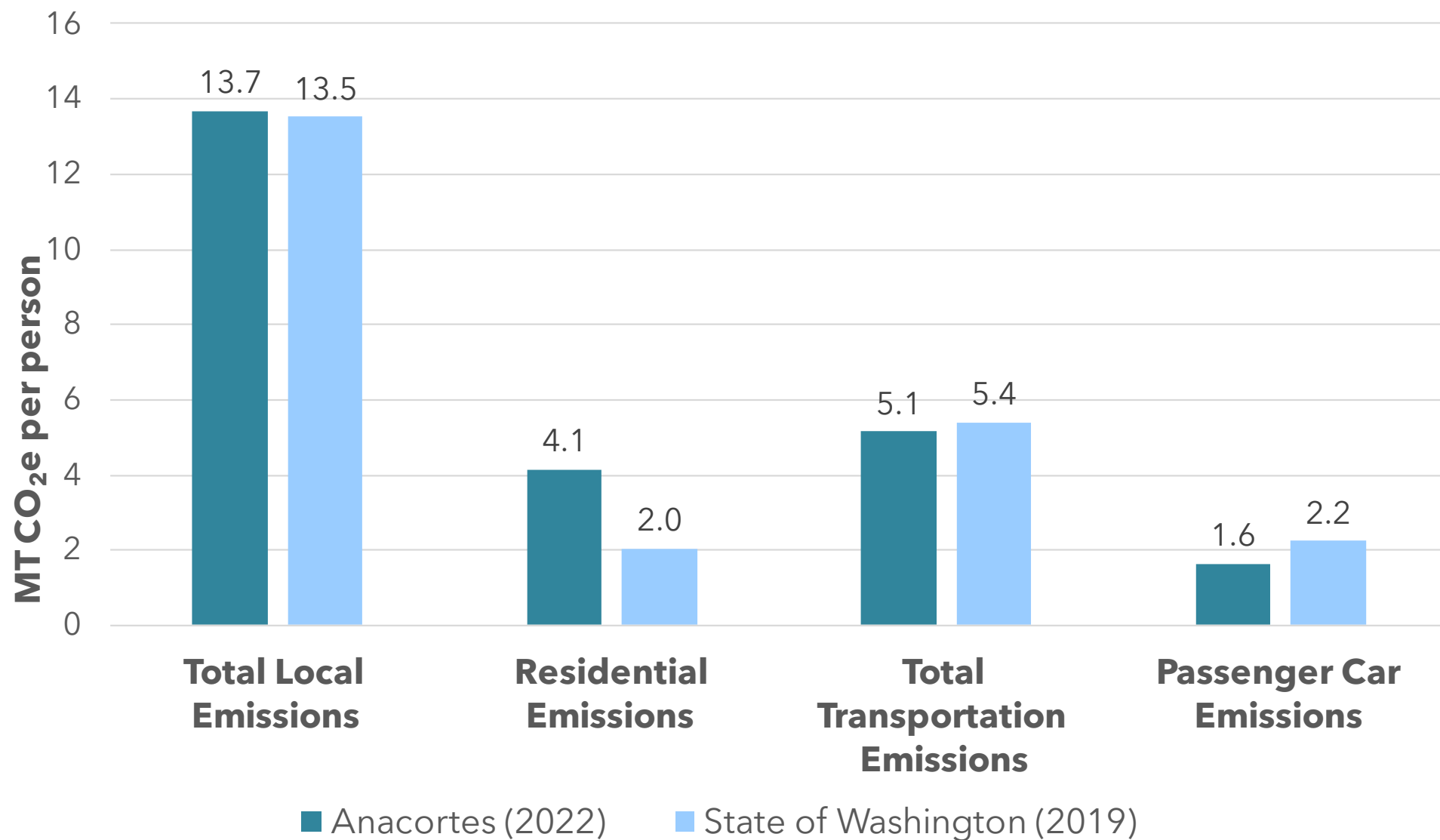
*Calculated using [EPA's GHG Equivalencies Calculator](#)



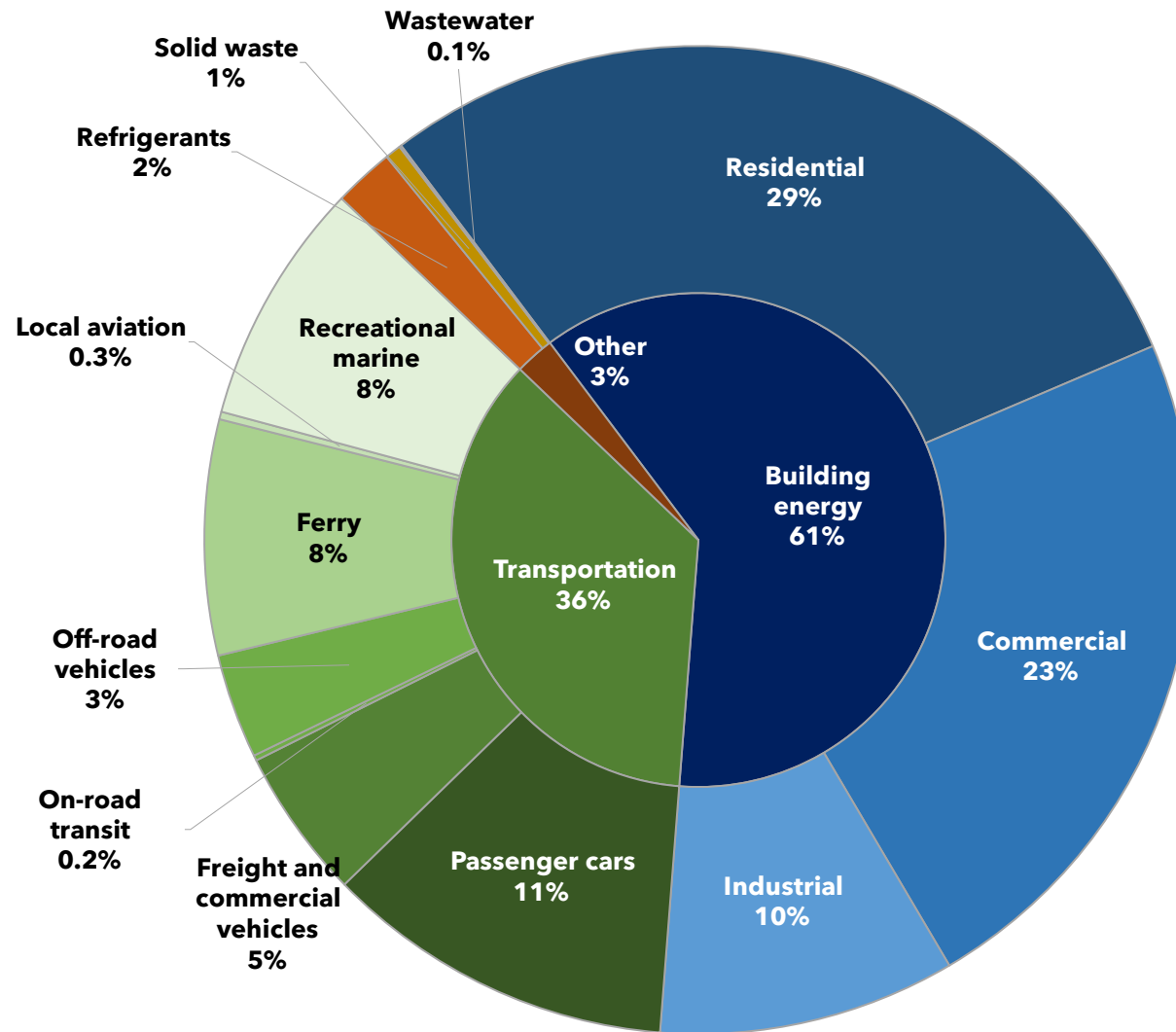
Overall Results



Overall Results—Comparison



Overall Results—Local Emissions



Building Energy (61%)

Includes any energy used in buildings, including:

- Lights
- Heat/Cooling
- Appliances

Data Sources for building energy emissions:

Electricity

- Puget Sound Energy
- Utility Bills
- Solar decreases usage
- RECs subtracted from total
- EV electricity included in Transportation

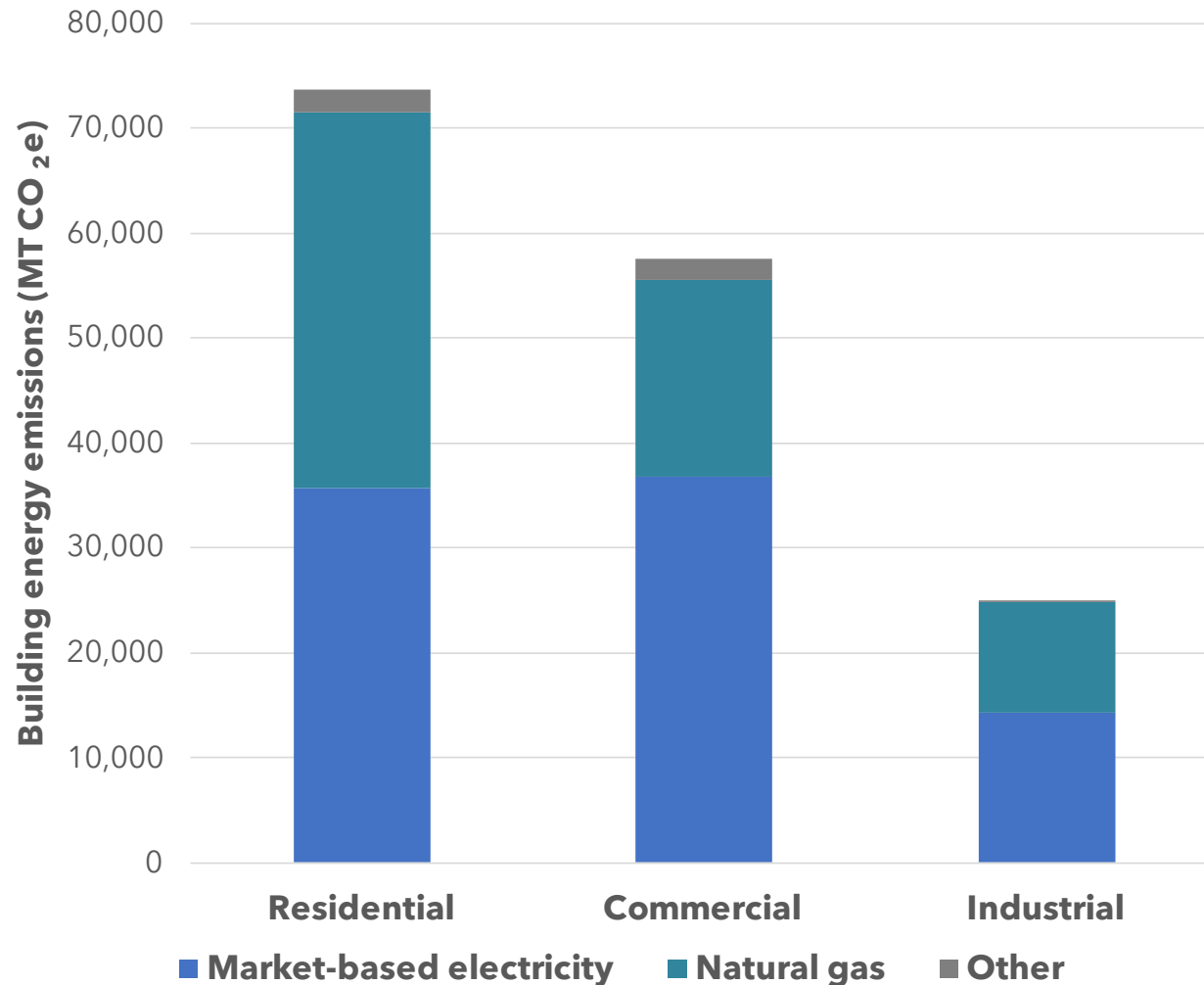
Natural Gas

- Cascade Natural Gas
- Utility Bills

Other

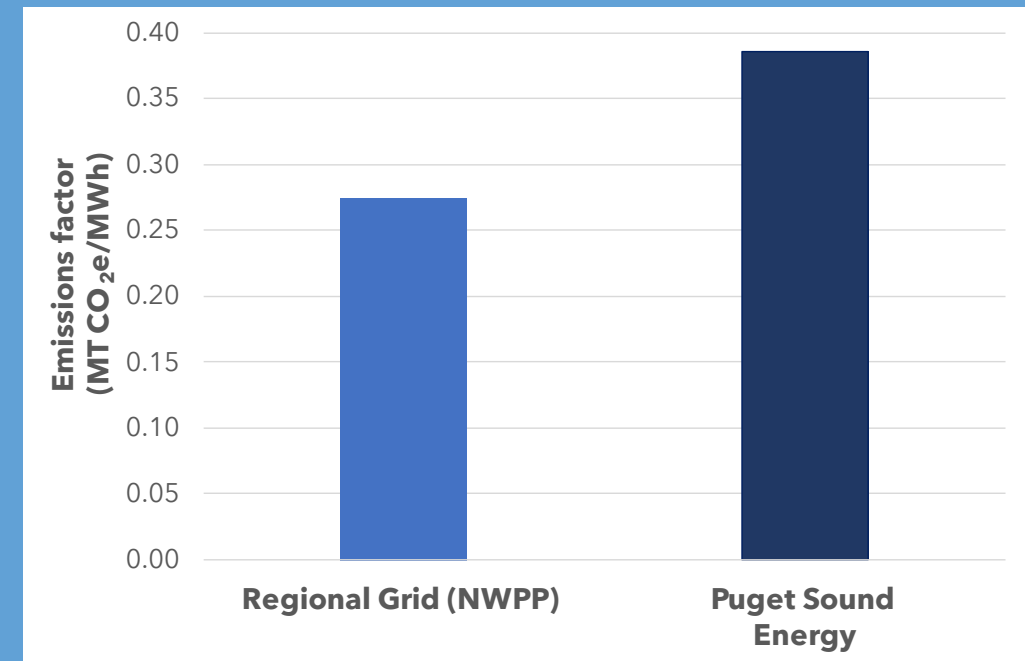
- Propane
- Diesel
- Estimated based on state averages

Building Energy (61%)



Emissions Factors – Location- vs Market-Based

Puget Sound Energy is relatively carbon intensive compared to average of the NWPP region



Transportation Energy (36%)

Includes any energy that fuels transportation

*No significant rail

- Passenger Cars
- Freight
- Waterborne Navigation
- Airplanes

Data Sources for transportation emissions:

Passenger Cars and Freight

- Skagit Council of Governments VMT estimate
- Passenger car population from DMV
- DOE fuel efficiency estimates
- Skagit Transit Fuel Usage

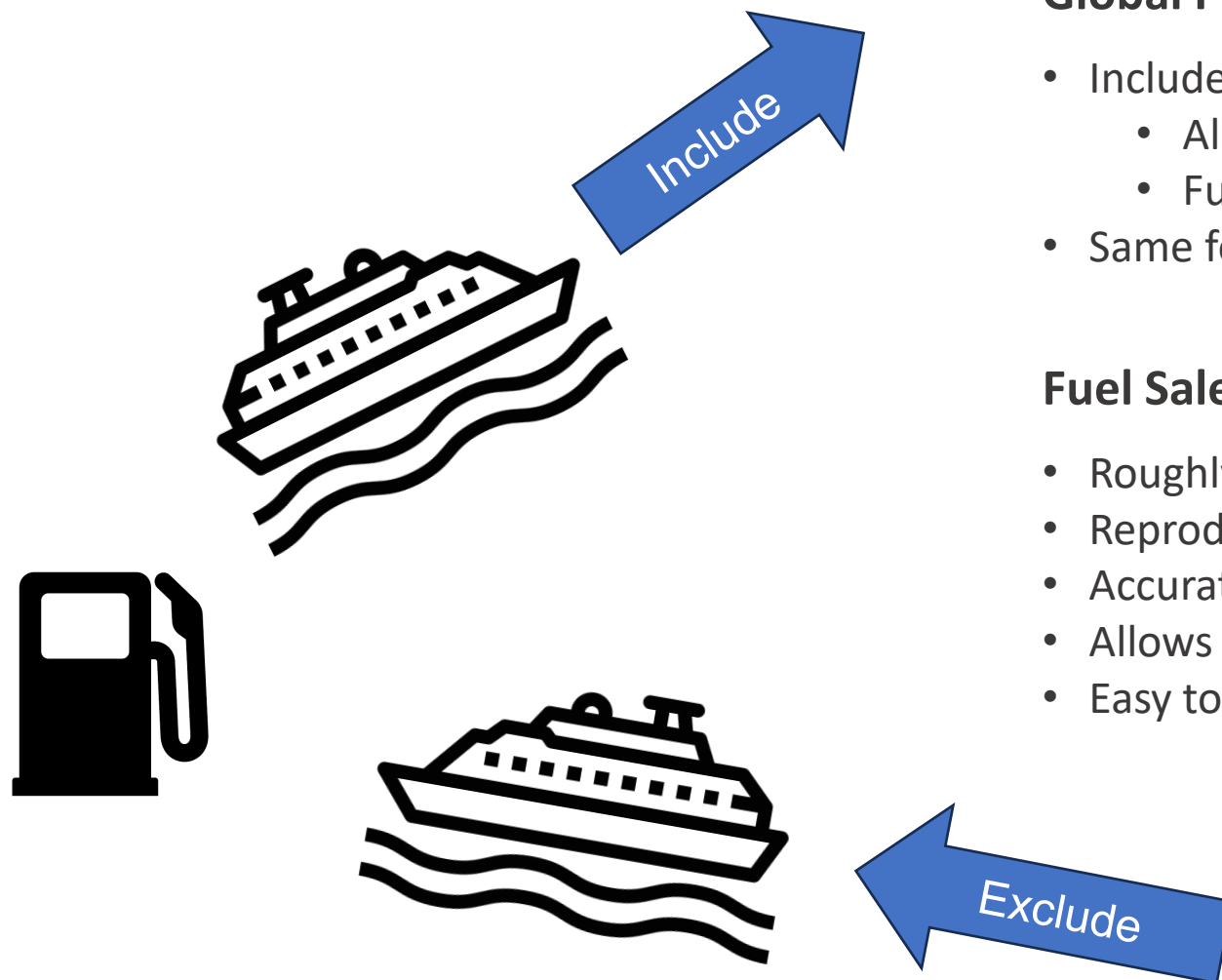
Waterborne Navigation and Air

- Ferry Fuel Usage
- Marina Fuel Usage
- Airport Fuel Usage
- All fuel dispensed it assumed to be burned

Off Road

- Lawnmowers
- Construction Equipment
- ATVs
- Estimated from statewide inventory

Transportation Energy—Ferries



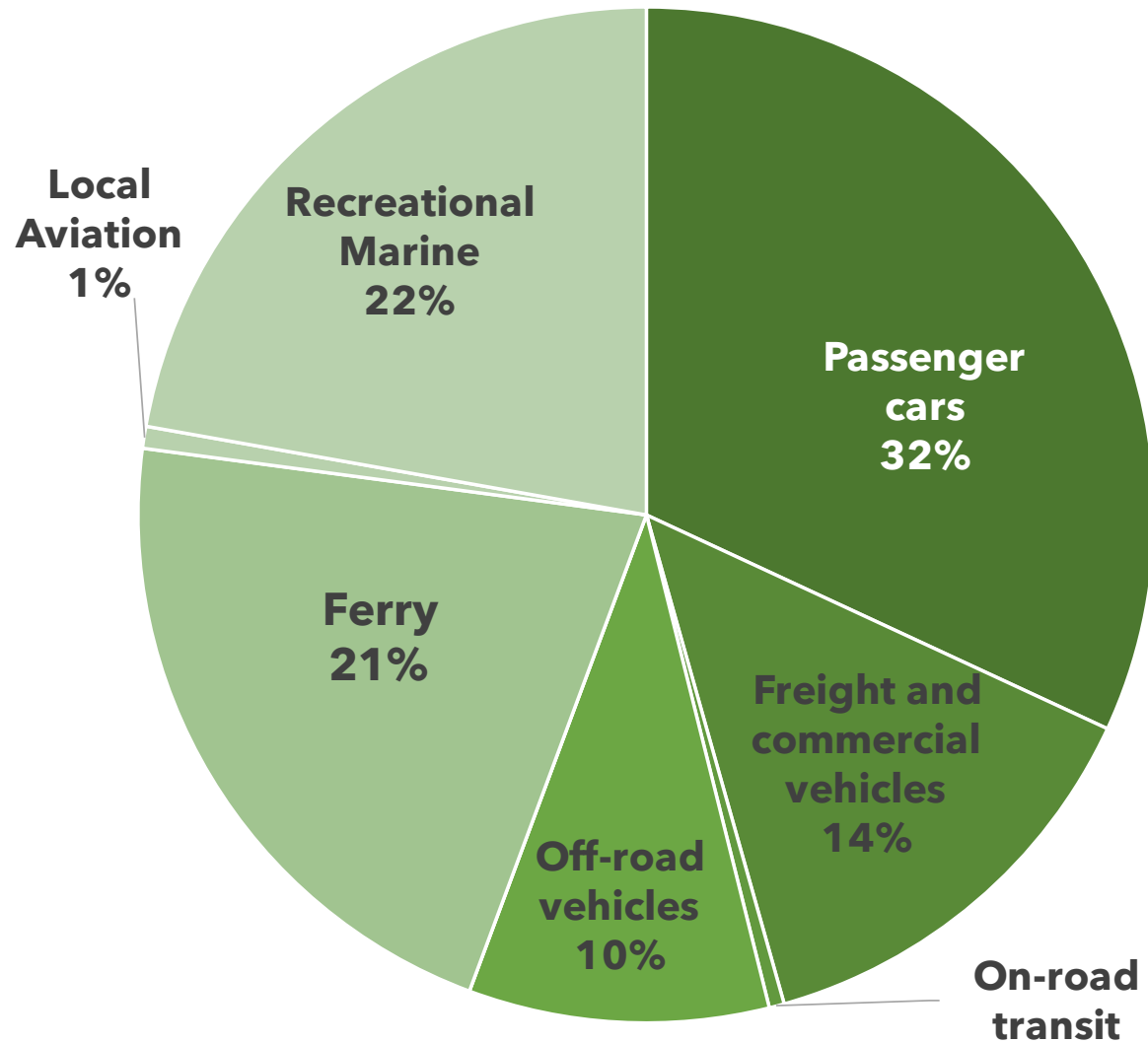
Global Protocol for Cities

- Include $\frac{1}{2}$ of all domestic ferry emissions
 - All departing trips
 - Fuel sales
- Same for airplanes

Fuel Sales Method

- Roughly half of all transboundary transportation
- Reproducible
- Accurate
- Allows for different fuel types
- Easy to see progress

Transportation Energy (36%)



Waste and Refrigerants (3%)

Includes the following:

- All community refrigerant use
- Landfilled waste
- Water treatment/process emissions

Data Sources for waste and refrigerant emissions:

Refrigerants (2.0%)

- Air Conditioners
- Cars
- Refrigerators
- Industrial Cooling
- Downscaled from EPA data

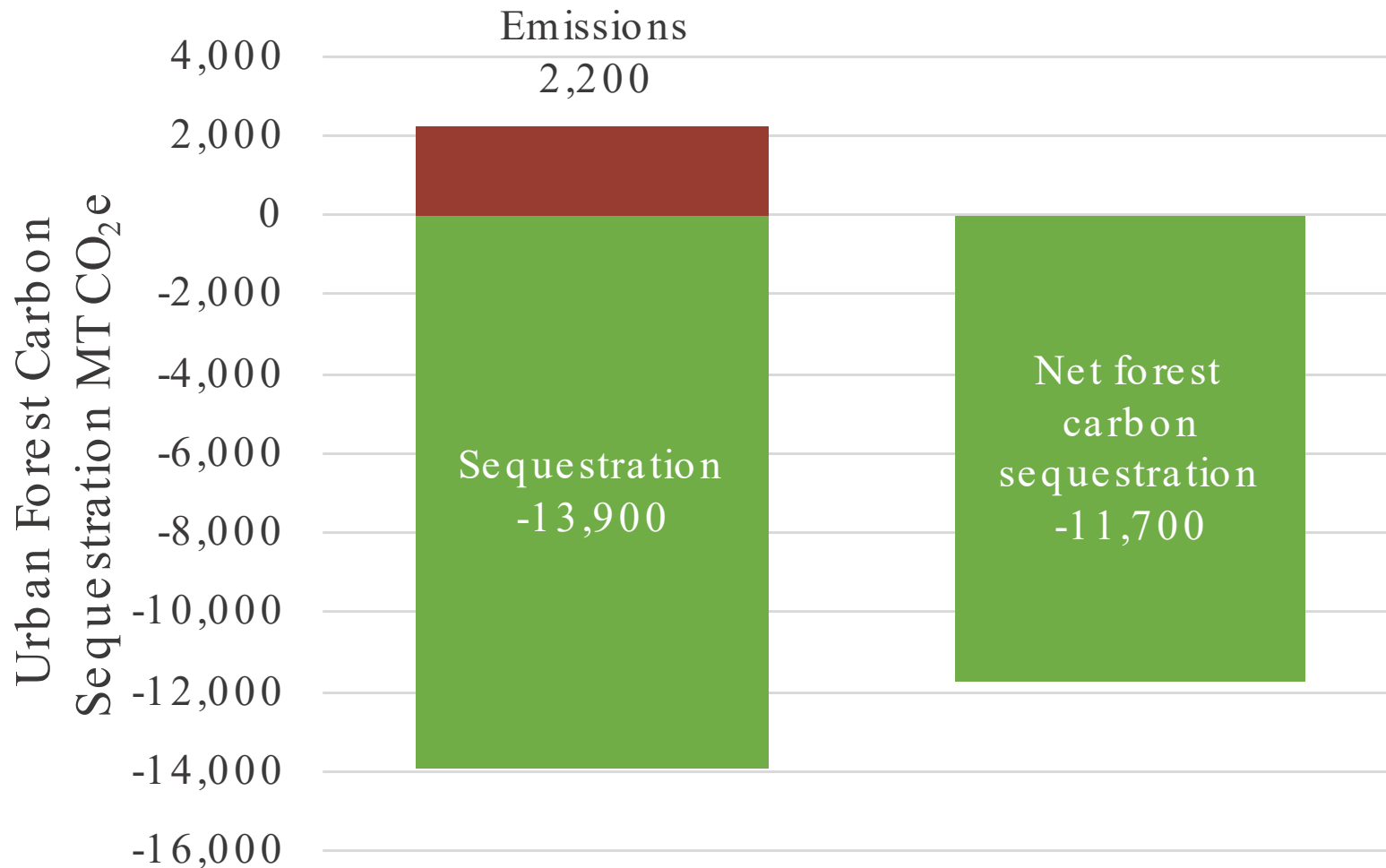
Solid Waste (0.5%)

- Garbage collected in the city
- Taken to Roosevelt Landfill
- Proportion of landfill's emissions

Wastewater (0.1%)

- Estimated by EPA's community inventory tool
- N₂O emissions
- CH₄ emissions

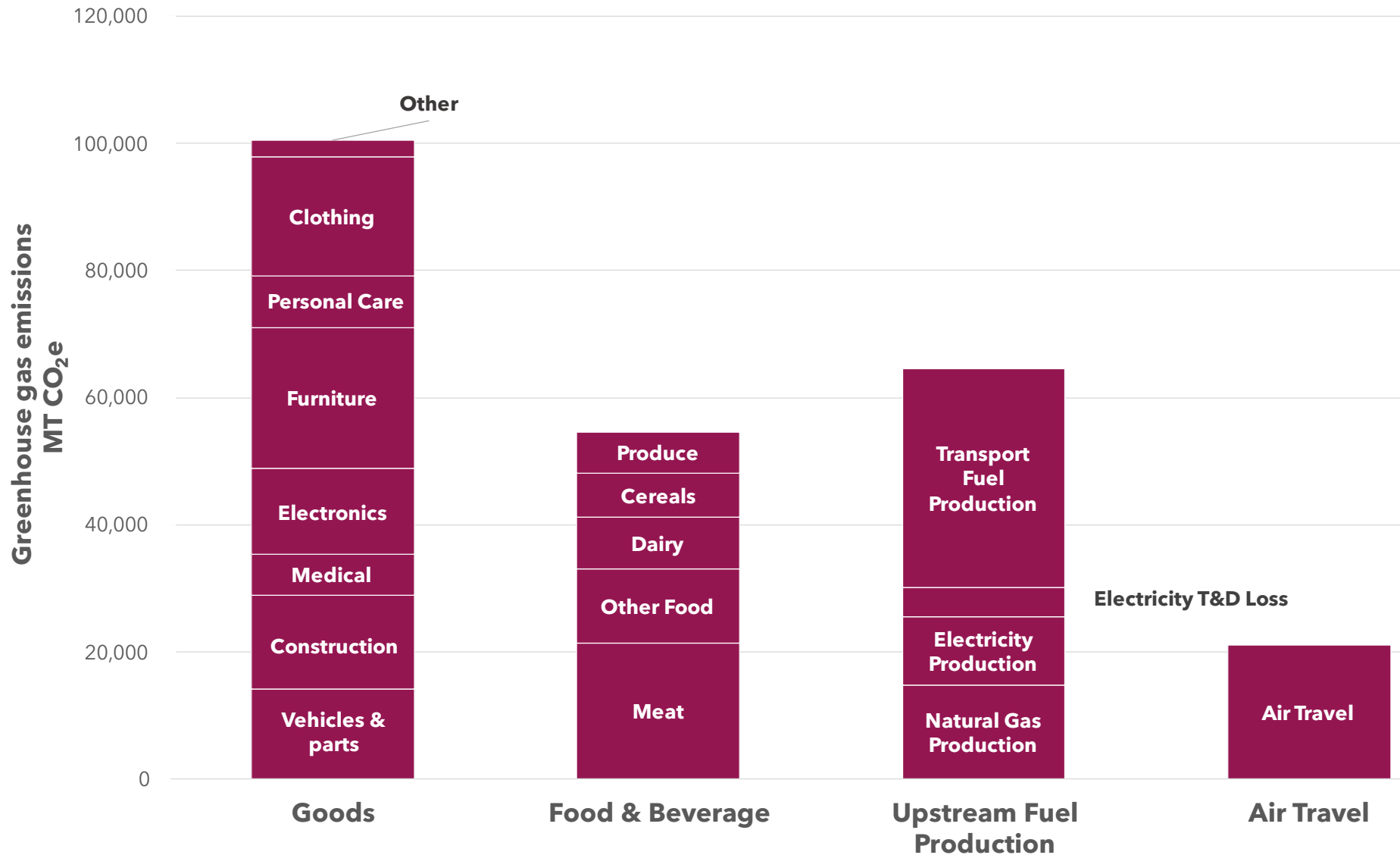
Forest Carbon Sequestration (-4.6%)



Data source context:

- Satellite image based
- Change in tree canopy over the entire city
- Looks back 20 years
- Yearly average

Imported Emissions (roughly equal to local)



Food, Goods, and Air Travel
based on income

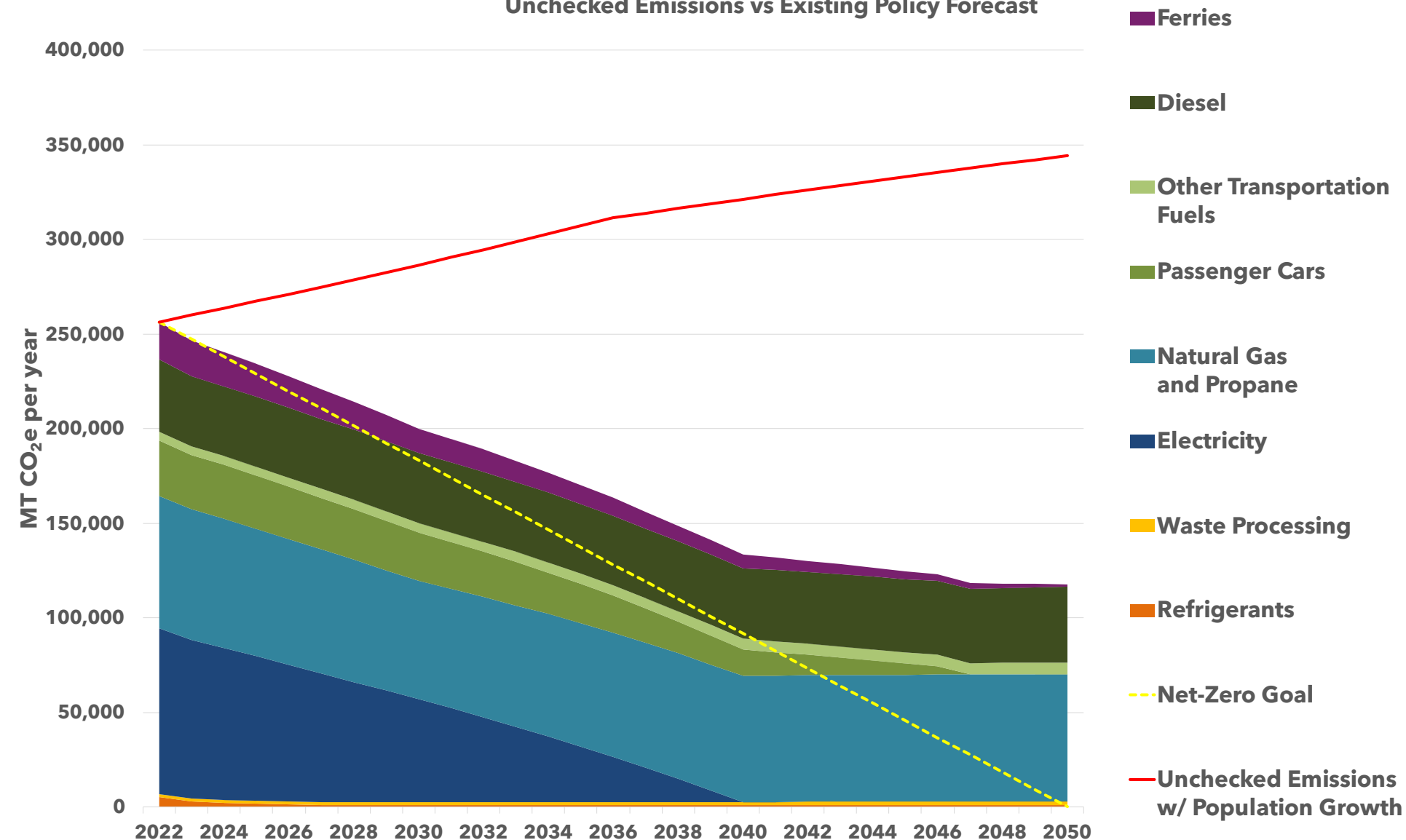
- *Data Source: Berkeley CoolClimate Calculator*

Fuel production based on
electricity, natural gas,
gasoline, and diesel usage

- *Data Source: State-wide and national fuel production averages*

Emissions Forecast

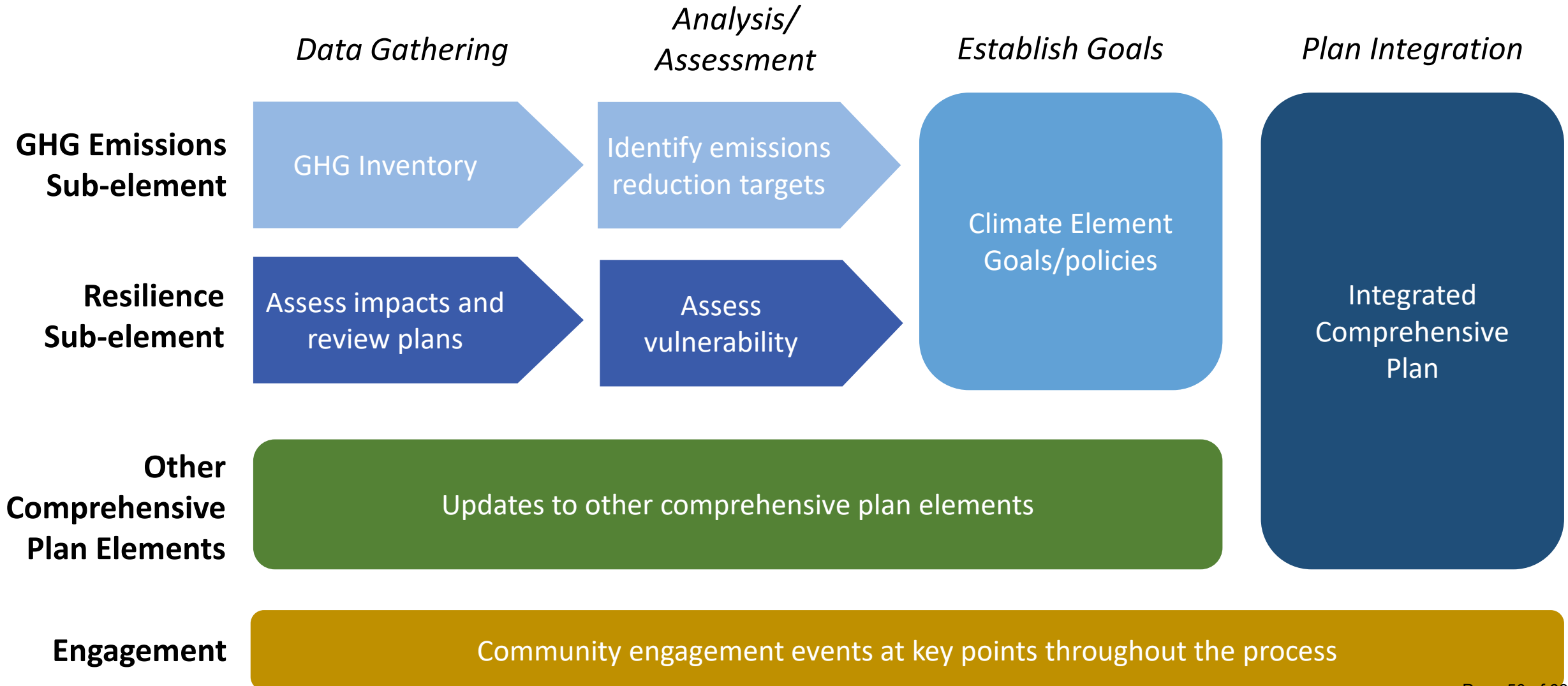
Unchecked Emissions vs Existing Policy Forecast



- **Ferries:** WSDOT commits to 95% reduction by 2050
- **Fuels:** Clean Fuels Standards require transportation fuel emissions decrease by 20% by 2034
- **Passenger cars:** All new cars sold must be EVs by 2035
- **Electricity:** Washington Clean Energy Targets require Electricity emissions go to zero by 2040
- **Electricity and Natural Gas:** Clean Buildings act requires increases in building efficiency
- **Refrigerants:** State of Washington HFC Rules phase out high GWP chemicals

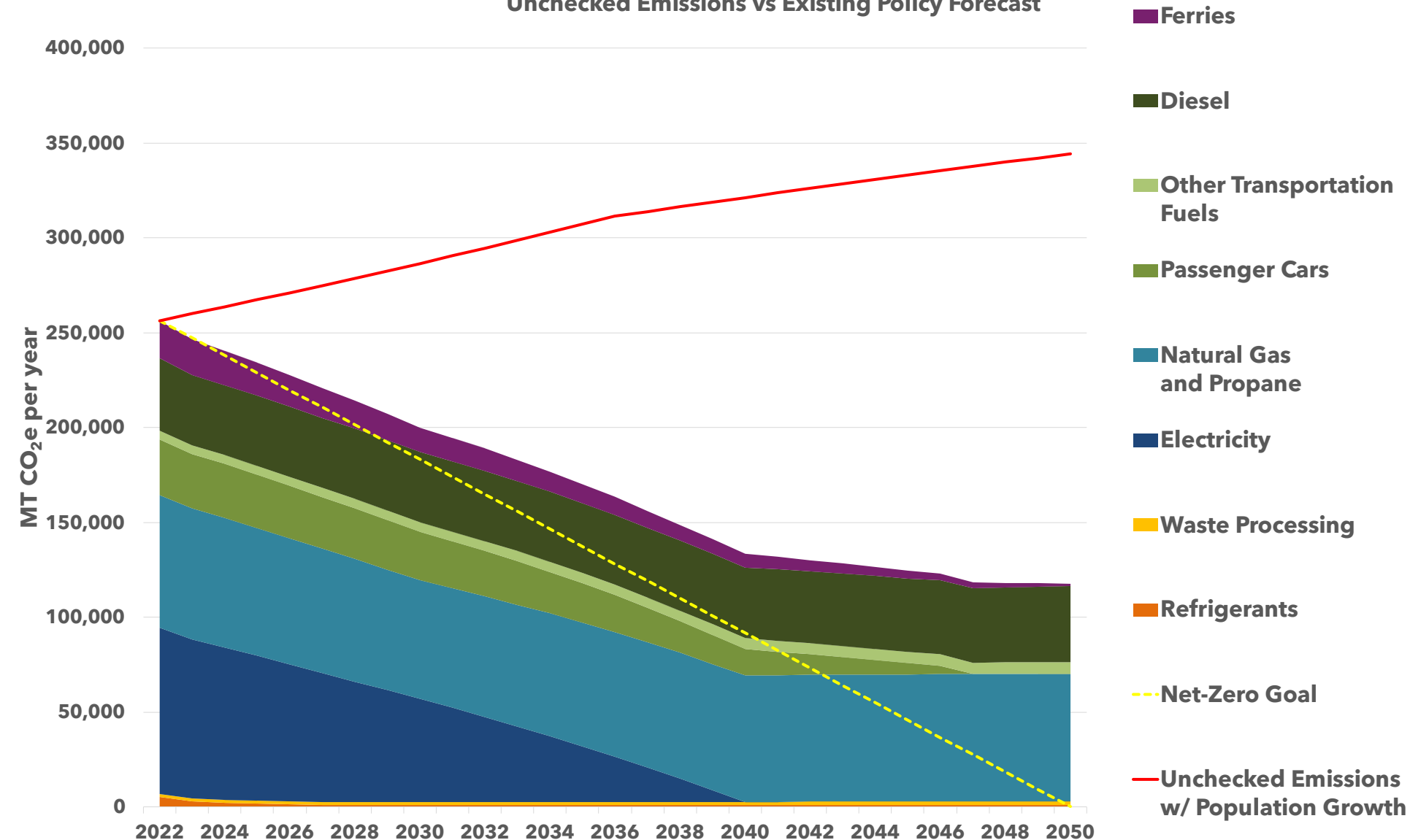
Next Steps

PROCESS OVERVIEW



Set Goals, Develop Policies

Unchecked Emissions vs Existing Policy Forecast



Develop goals and policies to support the following:

- Reducing building energy/increasing efficiency
- Reduce diesel emissions
- Support ferry decarbonization
- Support EV transition
- Support electricity transition

THANK YOU!



City Council Agenda Bill

Meeting Date: September 16, 2024 **Agenda Item:** 6.b.

Agenda Item Title: Contract Approval: Joint Use Agreement for Facilities with the Anacortes School District #24-241-PRK-001

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 approval to execute Joint Use Agreement 24-241-PRK-001 with Anacortes School District (ASD). The agreement is to allow for the use of facilities and prioritization of each other's use in said facilities. The difference in this agreement from past agreements is that the City will now be paying the District \$28,000 to help defray custodial and utility costs from our use for leagues, camps, practices and events.

Background: The City and School District have previously had joint use agreements for facilities. The addition of a fee in this agreement is to offset custodial and other costs incurred ASD 103 for the use of their facilities by the City's Parks and Recreation Department.

Key Terms:

- The City will pay ASD \$28,000.00 per year. These costs would start with the 2025 budget.
- The agreement shall continue indefinitely and shall automatically renew on April 1st of each calendar year.

Budget Impact:

Public Entity	Anacortes School District
Agreement Amount	\$28,000.00 per year
BARS #	101.410.571.00.41

Budget Amendment Required?	No
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Previous Action: Discussed at Council sub-committee meetings.

Recommended Motion: I move that City Council authorize the Mayor to execute Joint Use Agreement 24-241-PRK-001 between the City of Anacortes and Anacortes School District.

Alternative Actions: Not approve the agreement.

Attachments (listed in order presented):

1. 24-241-PRK-001
2. Item 6b COA and ASD Joint Use Agreement

**JOINT USE AGREEMENT FOR FACILITIES
BY THE CITY OF ANACORTES AND ANACORTES SCHOOL DISTRICT**

THIS AGREEMENT (the "Agreement") is entered into this 22nd day of August, 2024 and shall be effective upon execution of the Parties, by and between:

THE ANACORTES SCHOOL DISTRICT 103 ("ASD"), a public school district of the State of Washington; and

THE CITY OF ANACORTES ("CITY"), a municipal corporation of the State of Washington;

(collectively, the "Parties").

A. RECITALS

WHEREAS, the public interests require the sponsorship and conduct of a recreation program for the benefit of the public and the benefit of the School District; and

WHEREAS, the parties hereto have agreed upon and formulated a plan for the conduct of a recreation program to be conducted by the City upon facilities owned by the ASD; and

WHEREAS, the parties entered into an Interlocal Cooperation Act Agreement for Maintenance and Operation of Recreational Facilities, dated April 1, 2016, which provides for the maintenance and operation of the facilities at Volunteer Park; and

THEREFORE, in consideration of mutual promises and agreements herein contained, the parties hereto promise and agree to and with each other as follows:

B. TERMS AND CONDITIONS

1. The City agrees to:

A. Grant Use of City facilities:

- a. The City will grant use of City recreation facilities free of charge to the ASD, provided that the activities are school-sponsored and authorized by the Anacortes School Board.
- b. The City will give ASD activities priority over other activities not previously scheduled or contracted for by public or private groups or organizations.
- c. City use of City facilities shall take precedent over requests for ASD use of City facilities.

B. Provide, as available, heat, lights, custodial care, and grounds care for the facilities used by the ASD;

- C. Provide for supervision of the ASD facilities during the operation hours for recreation programs scheduled through the City.
- D. Ensure proper supervision of all City activities on ASD property, with identifiable personnel to be onsite for the duration of the activities.
- E. Coordinate with ASD scheduler to Schedule the use of said ASD facilities for recreational purposes;
- F. Provide equipment necessary for City programs. If, however, ASD equipment is available and used, the City will reimburse the ASD for equipment damaged by program participants;
- G. Provide storage space for program equipment where space is available;
- H. Maintain a minimum liability insurance coverage of \$1,000,000 and an umbrella extending to \$3,000,000, as certified by the insurance broker or carrier, provided however that the Parties acknowledge that the City's membership in Washington Cities Insurance Authority municipal risk pool meets all insurance requirements of this Agreement;
- I. Provide activities where drugs, tobacco, vaping, and alcohol are not allowed. District reserves the right to cancel specific activities if violations occur.

2. The ASD agrees to:

- A. Grant the use of the recreation and athletic facilities of said school district, at a rate of \$7000 every two months starting in January and ending in August of each calendar year. Total fee will be \$28,000. This fee is based on an estimate of charges using the 2023 calendar year APRD facility use requests. The fee will be invoiced and mailed to the city each January, March, May and July at the 1st of the month. Adjustments may be made if additional groups are added.
- B. Maintain a minimum liability insurance coverage of \$1,000,000 and an umbrella extending to \$3,000,000, as certified by the Washington Schools Risk Management Pool;
- C. Provide storage space for program equipment where space is available;
- D. The ASD will provide facilities for City events during summer months and school breaks, unless such use would interfere with pre-planned ASD maintenance or custodial projects. Facilities will be closed during federal holidays.

3. Term. The parties hereto agree that this Contract shall continue indefinitely and shall be automatically renewed on April 1st of each calendar year unless either party provides written notice thirty (30) days before said renewal date of their intention not to renew. In addition, both parties shall review all costs required to be paid hereunder on or before April 1st of each year.

4. Termination for Convenience. Either Party may terminate this Agreement at any time by providing ninety (90) days prior written notice to the other Party.

5. Compliance with Laws. Each party shall comply with all applicable laws concerning the Property and the Facilities and the use thereof.

6. Indemnification. Each party hereby agrees to save, defend, indemnify and hold harmless the other party and its officers, directors, employees, consultants and agents from and against any and all losses, damages, liabilities, expenses and costs, including reasonable legal expense and attorneys' fees, to which the indemnified party may become subject as a result of any claim, demand, action or other proceeding by any third party to the extent such losses arise directly or indirectly out of activities performed by the indemnifying party pursuant to this Agreement, except to the extent such losses result from the gross negligence or willful misconduct of any indemnified party.
7. Independent Status of the City and the District. The parties to this Agreement, in the performance of work pursuant to this Agreement, will be acting in their capacities and not as agents, employees, volunteers, partners, joint ventures, or associates of one another. The employees, volunteers, or agents of one party shall not be considered or construed to be the employees, volunteers, or agents of the other party for any purpose whatsoever.
8. Insurance Requirements. The City and any contractor hired by the City to perform work on any project or provide services for any part of a project shall obtain insurance coverage at that party's or contractor's sole cost, which shall be maintained in full force and effect during the term of this Agreement and project.
9. Notices. All notices or requests required or permitted under this Agreement shall be in writing; shall be personally delivered, delivered by a reputable express delivery service such as Federal Express or UPS, or sent by certified mail, return receipt requested, postage prepaid, and shall be deemed given upon receipt or refusal. All notices or requests shall be sent as follows:

The District: Anacortes School District #103
2200 M Ave
Anacortes, WA 98221
Attn: Superintendent

The City: City of Anacortes Parks and Recreation
904 6th St, P.O. Box 547
Anacortes, WA 98221
Attn: Parks and Recreation Director

Either party may change the address to which notices shall be sent by notice to the other party.

10. Severability. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and

enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

11. Waiver. No officer, employee, or agent of either party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement by either party shall be held to be a waiver of any other or subsequent breach. Failure of either party to enforce any of the provisions of this Agreement or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way affect the validity of this Agreement or any part thereof, or the right of either party to hereafter enforce every such provision.
12. Integration. This Agreement contains all of the terms and conditions agreed upon by the parties concerning the Property and the Facilities and the maintenance and operation thereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The parties have read and understand all of this Agreement, and now state that no representation, promise, or agreement not expressed in this Agreement has been made to induce the officials of either party to execute this Agreement.

IN WITNESS HEREOF, the City of Anacortes Parks and Recreation Department and the Anacortes School District No. 103 have executed this Agreement by their duly authorized officials pursuant to all requirements of law this 22nd day of August 2024.



Superintendent
Anacortes School District

Aug 23, 2024

Date

Mayor
City of Anacortes

Date

**Item 6b.
Joint Use Agreement
with the Anacortes
School District**

Joint Use Agreement

The City depends on District gyms and classrooms for Parks and Recreation.

Youth Sport Leagues, Family Drop-In Athletics, Art Classes & Camps

Starting in 2025 the District is requesting a fee to help cover Custodial and Utilities costs.

Joint Use Agreement

The City and District have a long history of cooperation to benefit the Community.

Cost will be \$28,000 per year starting in 2025.

Possibility of renegotiating in the future.



Questions?



City Council Agenda Bill

Meeting Date: September 16, 2024 **Agenda Item:** 6.c.

Agenda Item Title: Memorandum of Agreement #23-192-LIB-002 with Anacortes Public Library Foundation

Staff Contact(s): JEFF VOGEL

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

Item Summary: City staff seeks City Council consent to execute Memorandum of Agreement #23-192-LIB-002 with Anacortes Public Library Foundation. The Parties intent in executing this MOA is to clarify the Foundation's involvement in completion of the teen area remodel project and provide financial support.

Background:

1. **History:** MOA between Library Foundation and city for the Foundation to fund the teen area renovation project that will be bid out via the city.
2. **Key Terms:**
 - The Foundation will reimburse the City for all costs related to the Project up to \$290,000. If the lowest responsible responsive bidder is over the \$290,000 limit, the City will request additional funding from the Foundation, which the Foundation may grant or deny in its sole discretion. The Parties acknowledge that the City may reject all bids if they exceed the amount the Foundation will donate.
 - The agreement begins upon execution and is terminated upon the determination of the Director that the Project is complete.

Budget Impact:

Previous Action: N/A

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

Memorandum of Agreement #23-192-LIB-002 with Anacortes Public Library Foundation.

Alternative Actions: Not approve the agreement

Attachments (listed in order presented):

1. 23-192-LIB-002



MEMORANDUM OF AGREEMENT #23-192-LIB-002
between the
CITY OF ANACORTES
and the
ANACORTES PUBLIC LIBRARY FOUNDATION

This Memorandum of Agreement (“MOA”), executed on _____ is made by and between the City of Anacortes, a Washington Municipal Corporation (the “City”), and the Anacortes Public Library Foundation, a 501(c)(3) non-profit corporation located in Anacortes, Washington (“the Foundation”), collectively referred to as “the Parties.”

RECITALS

WHEREAS, the City would like to perform updates to the teen area of the Anacortes Public Library; and

WHEREAS, the Foundation would like to work with the City to financially support the updates in the teen area of the library; and

WHEREAS, the City and Foundation now wish to clarify the Foundation’s involvement in completion of the teen area remodel; and

NOW THEREFORE, the parties hereto agree as follows:

1. Purpose. The Parties intend that this agreement is for the purpose of facilitating the Foundation’s efforts to financially support the reconstruction of the Teen area of the Anacortes Public Library.
2. Library Improvements.
 - a. The City will procure a contractor to improve the Teen area of the Anacortes Public Library as described in Exhibit A, which is hereby incorporated by reference (the “Project”).
 - b. The Foundation will reimburse the City for all costs related to the Project up to two hundred ninety thousand dollars (\$290,000). The Parties acknowledge that the City will complete a competitive procurement process to select a contractor to complete the Project. It is the intent of the Parties that the Foundation’s donation will cover the total cost of the Project. If the lowest responsible responsive bidder is over the \$290,000 limit, the City will request additional funding from the Foundation, which the Foundation may grant or deny in its sole discretion. The Parties acknowledge that the City may reject all bids if they exceed the amount the Foundation will donate.
 - c. The Library Director (“Director”) shall be the City official responsible for the administration of this MOA for the City, and Foundation will coordinate all Project actions through the Director.
3. Term. This Agreement shall become effective upon execution and terminate upon the determination of the Director that the Project is complete.

4. Indemnification. During the term of this Agreement, the Parties will hold harmless each other and their agents, employees, volunteers, servants, and officials from any liability arising from the acts or omissions of the Parties' officers, directors, employees or agents. This provision shall survive the termination, cancellation, or expiration of the MOA.
5. Notice. Any notice or notices required or permitted to be given pursuant to this Agreement shall be given by certified mail, postage prepaid, return receipt required, as follows:

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

To the Foundation: President, Anacortes Public Library Foundation
 1220 10th Street
 Anacortes, WA 98221

6. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Washington. Any legal action brought in court regarding this Agreement shall be filed with the trial courts of Skagit County, Washington. It is understood and agreed by the parties that consultation and negotiation are the preferred first option for resolving all disputes.
7. No Partnership. No provision of this Agreement shall be construed to create a partnership or joint venture or any other arrangement where one party would be in any way responsible for debts, losses, or liabilities of another party to the Agreement.
8. Modification. This MOA may only be modified in writing by the Parties.
9. Assignment. 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.
10. Waiver. A waiver by any of the parties to this Agreement shall not be construed as a continuing waiver of a provision, or a waiver of other provisions of the Agreement. Any waivers of the Agreement conditions shall be done in writing and signed by all parties.
11. Severability. Any provision or clause of this Agreement that is deemed invalid by a court or otherwise by law shall not affect the validity of the remainder of the Agreement.
12. Entire Agreement. This Agreement 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 Agreement, including any Exhibits hereto, may not be amended or modified, except in writing and signed by all parties to this Agreement.

CITY OF ANACORTES

ANACORTES PUBLIC LIBRARY FOUNDATION

By _____
Matt Miller, Mayor

President

Date _____

Date _____

Exhibit A

Project Details: Young Adults Interior Renovation

The project scope is to upgrade the existing Youth area of the library to create an acoustical barrier between the existing youth area and the main reading room. This will be achieved by building partition walls from the top of the existing floor slab to the underside of the existing floor above with metal stud walls and glazing panels for visual security and to allow natural light to filter into the space. Includes partial demolition (shallow trench cutting) of the existing slab to allow for the recessed threshold installation of a new nanawall system to divide the youth area into two spaces when youth programming calls for it. In addition, minor electrical work to provide additional outlets for computers and charging as well as modification of the existing light fixtures to accommodate the new space boundaries. There will be some insulation work in the new partition walls, gwb work, painting, and finish repair and carpet replacement. New collection/bookcases will line the new walls on the reading room side to terminate at the sill of the new glazing systems. No plumbing is proposed. If fire sprinklers need to be relocated, a deferred plan submittal will be provided.