- *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

November 12, 2024
6:00 PM

PRELIMINARY AGENDA
Packet Materials / Watch Meeting

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
   a. Planning Committee (Report)
   b. Port / City Liaison Committee (Report)
   c. Housing Affordability and Community Services Committee (Report)
   d. Economic Development Committee (Report)
   e. Public Safety Committee (Report)
4. **Public Comment**
   a. Written Public Comment - Dennis Clark
   b. Written Public Comment - Chris and Janie Ackerman
5. **Consent Agenda**
   a. Minutes of November 4, 2024 (Action)
   b. Approval of claims in the amount of $2,419,942.17 (Action)
   c. Contract Award: WTP Access Control Cabling Installation #24-079-WTR-003 (Action)
   d. Contract Award: WTP Security Cameras Project - Cabling Installation #24-280-WTR-001 (Action)
6. **Other Business**
   a. * Community Action of Skagit County (Presentation)

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.

b. * Anacortes Alerts - Mass Notification System (Presentation)

c. * Ordinance 4091: ACCESS Anacortes Fiber Internet Limited Tax General Obligation Bond Issue (Discussion/Action)

d. * Ordinance 4089: Setting the City's 2025 Property Tax Levy Increase (Discussion/Possible Action)

e. * Resolution 3170: Countywide Planning Policies (Discussion/Possible Action)

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.***

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.

Our mission is to maintain and improve the quality of life reflecting community expectations through a focus on public participation and employees-mayor-council teamwork.

CITY OF ANACORTES
1891

Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

November 12, 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	West 6TH ST Park.
Linda Martin	"
MARGOT GRAM	"

Continue on back of sheet as needed

From: Dennis Clark
To: CityClerk; CityClerk
Subject: Public Comment for the City Council Meeting on November 12, 2024
Date: Monday, November 4, 2024 8:30:10 PM

At the November 4, 2024 City Council meeting, there was considerable discussion about the City's investment of $1.8 million annually in street maintenance. In response, I submit the following points for consideration at the November 12 meeting's budget hearing:

1. According to City's webpage on the Transportation Benefit District, the City has expended $8.1 million on street maintenance during the five year period 2019-2023. This results in an annual average $1,618,000 per year or 90% of the of-quoted $1,800,000. This suggests that the City could spend an additional $900,000 simply to fulfill its commitment to spend $9 million ($1.8 million x 5 years) over the last five years. While this may not be possible in FY2025, I encourage Council to consider making good on its commitment in 2026, particularly since south Commercial will (understandably) require all of 2025's street maintenance budget.
2. In the November 4 discussion, there was no reference to the impact of inflation. If the $1.8 million commitment of 2018 had been adjusted to account for inflation, the annual amount would be 25% higher today at $2.25 million (per calculator at the Bureau of Labor Statistics website). While inflation has returned to pre-pandemic levels, if we fail to adjust the $1.8 million higher going forward, we will fall ever further behind where we otherwise would be if we acknowledged inflation.
3. Mayor Miller's budget message noted that we are making progress toward improving Pavement Condition Index scores of 85 for minor arterial/collector streets and 70 for residential streets. Does Public Works have data documenting the rate at which we are progressing toward these scores? When will we achieve them? If we are just a few years from achieving those goals, then the effects noted in points 1 and 2 will not be significant. On the other hand, if achievement is decades in the future, then the problems of underinvestment will compound and will markedly delay achievement.

Thank you for your consideration.

Dennis Clark
Anacortes citizen since 2011

October 24, 2024

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Printed Name	Signature	Address	Email
Sarah Yarusso	Sarah Yarusso	3805 W. 12th St. Anacortes, WA 98221	sarahyarusso@comcast.net
Victoria H. Morell	Victoria Heald Morell	3815 W. 12th St. Anacortes WA 98221	vhmorell@comcast.net
Geno Spadafore	[illegible]	2404 Alvone Way Anacortes, WA 98821	gspadafore@gmail.com
Chris Dalziel	Chris C. Dalziel	3819 W. 12th St. 98221	chrisdalziel@comcast.net
Jennifer Dalziel	Jenf Dalziel	3819 W. 12th St 98221	Jennifer.Dalziel@comcast.net
Perry Higman	[illegible]	3903 W 12th 98221	
Carol Laing	Carol Laing	3902 W 12th St. 98221	bonnielaing2000@aol.com
Laurie Higman	Laurie Higman	3903 W. 12th St. 98221	laurielyon@icloud.com
Sarah Lee	Sarah Lee	4113 R. Ave/3911 Copper Pond 98221	sarahlealee@gmail.com
Scott Wands	Scott W[illegible]	3827 Copper Pond	scottwands@gmail.com

October 24, 2024

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Printed Name	Signature	Address	Email
Lou D'Amelio	[illegible]	2102 Meadows Lane	MJANDLOU@MSN.COM
Derek Farias	[illegible]	2112 Meadows Ln.	DEREK.FARIAS@gmail.com
Carlene Nichols	[illegible]	2116 Meadows Lane	carlene_nichols@yahoo.com
Alan Sanders	A Sanders	2123-Meadows Ln	alanXRT@gmail
Laura Vidic	[illegible]	2123 Meadows Ln.	—
Jon Talbert	[illegible]	2104 Meadows Ln	jetalbert78@gmail.com
Bart Devine	[illegible]	3807 Copper Pond	—
Erik Halvorson	[illegible]	3801 Copper Pond	ELH130@YAHOO.COM
Emily Armas	Emily Armas	3802 Copper Pond	emily_armas@yahoo.com
Bridgett Pogline	Bridgett Pogline	3810 Copper Pond	bpogline@yahoo.com

October 24, 2024

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Printed Name	Signature	Address	Email
WILLIAM L MARTIN	[signature]	3818 W 12Th ST ANACORTES, WA 98221	SEEALASKA@COMCAST.Net
Linda Martin	L. Martin	3818 W 12th Street Anacortes, WA 98221	lindajm1@gmail.com
SUSAN GARRETT	[signature]	2214 Minnesota Anacortes WA 98221	Susan.g@comcast.net
McBRIDE K	[signature]	2215 MINNESOTA AVE	MARCSPACE52@gmail.com
Suzie Alphin	Suzie ALPHIN	3712 W. 12th St	alphin2000@comcast.NET
Mark Johnson	MARK JOHNSON	3707 W 12th ST ANACORTES, WA	markejohnson@comcast.net
Mary Johnson	Mary Johnson	" "	"
Jennifer Chambliss	[signature]	3719 W. 12th St.	jenchambliss@hotmail.com
Gordon Hay	[signature]	3801 W. 12Th St.	gorhay@msn.com
SUSAN M WOOD	S M Wood	3803 W 12th St	

October 24, 2024

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Printed Name	Signature	Address	Email
Leanne Carlson	[signature]	3822 Sutton Pl	b
Dennis Huston	Dennis Huston	1816 Ohio Ave	
Ashley Depner	[signature]	1901 Copper Pond, PL	dooler5@comcast.net
Sean DeBruler	[signature]	1901 Copper Pond PL	" "
Wendy Hiles	Wendy Hiles	1801 Copper Pond PL	
Steve Williams	S Williams	2108 Minnesota Ave	
Kathleen Williams	KS Williams	2108 Minnesota Ave	Kwilliams576@gmail.com

PETITION TO THE CITY OF ANACORTES

Oct. 21, 2024

We, the residents of the City of Anacortes, Ward 3, Precinct 222, do hereby petition the City of Anacortes to fulfill the long-standing promise to **build a park on the City-owned property (Parcel #: P107122) on W 6th street.** The City has promised to build this park for at least the past 9 (nine) years, and we are dismayed that the currently proposed Capital Facilities Plan once again fails to allocate any funds for this long-awaited and much-needed project. This project CANNOT be delayed any longer!

Printed Name	Signature	Address	Email
Becky A Mifflin	[signature]	3505 W 4TH St	bambam1958@msn.com
Bob Hodgman	[signature]	3619 W. 4th	
Jan Hodgman	[signature]	3619 W 4th	jhodgman@ / jhodgman@ zenjan.com
Rebecca Notz	[signature]	3613 W 4TH notzre@gmail.com	
RONALD JOHNSON	[signature]	3704 OAKES AVE ANACORTES	rc.johnson03@outlook.com
TARN OHANA	[signature]	3700 W 4th St	tarn.ohana@gmail.com
Valerie Isaak	Valerie Isaak	3705 W. 4th	isaakland@comcast.net
Angela Smolsnik	[signature]	3809 W 4th St	a-norton@hotmail.com
Michael B Smolsnik	[signature]	3809 W 4th St	a-norton@hotmail.com
Robert Scott	Robert Scott	4013 W 4th St	
Jody Cook	[signature]	3901 W 4th St	

PETITION TO THE CITY OF ANACORTES

Oct. 21, 2024

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Printed Name	Signature	Address	Email
Kelle List	[signature]	3519 W 6th St	
Lonnie Allison	Lonnie Allison	3511 W. 6th St	
Bert Broussard	[signature]	1620 Kansas Ave	
Patsy Broussard	Patsy Bro[illegible]	1620 Kansas Ave	
Catherine Elliott	Catherine Elliott	3508 W. 5th	
Tom Elliott	[signature]	3508 W. 5th	
Kim Fitzsimmons	[signature]	3509 W 7th PL	fitzsimmonskw@gmail.com
Kiana Calles	Kiana Calles	3418 W 7th PL	calleskiana@yahoo.com
Myrna Emerson	[signature]	3418 W 7th PL	emerson03@comcast.net
Beverly A. Havens	Beverly A. Havens	3608 W 6th St	
Bruce McLeod	BW McLeod	3602 W 7th St	brucewmcleod@gmail.com

Oct. 21, 2024

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Printed Name	Signature	Address	Email
Luther G. Power	L. G Power	3613 West 5th. Ave Anacortes	geraldpower797@gmail.com
Wendy Wands	Wendy Wands	3872 Copperpond Anacortes, 98221	—
Joanne Landucci	[illegible]	1420 20th ~~Ave~~ Anacortes	twainharte106 yahoo.com
Shiela Hellenbeck	Shiela Hellenbeck	3501 W 6th St Anacortes WA. 98221	
Kimberly McDermott	Kim McDermott	2807 W. 2nd St.	
Rondi Boskovich	[illegible]	3920 W. 6th St Anacortes	rboskovich73@icloud.com
KYLE NORLIN	Kyle Norlin	3606 W 7TH ST, ANACORTES, WA	
Kelsey Norlin	Kelsey Norlin	3606 W 7TH ST ANACORTES WA	
Keith Pol[illegible]	Keith	3809 W 5th	
Patt Barnes	Patt Barnes	3809 W 5th	
[illegible]	[illegible]	3817 W 11th	—

Oct. 22, 2024

PETITION TO THE CITY OF ANACORTES

We, the residents of the City of Anacortes, Ward 3, Precinct 222, do hereby petition the City of Anacortes to fulfill the long-standing promise to **build a park on the City-owned property (Parcel #: P107122) on W 6th street.** The City has promised to build this park for at least the past 9 (nine) years, and we are dismayed that the currently proposed Capital Facilities Plan once again fails to allocate any funds for this long-awaited and much-needed project. This project CANNOT be delayed any longer!

Printed Name	Signature	Address	Email
Julie Barcus	Julie Barcus	3419 W. 5th St Anacortes, WA 98221	hr-julieb@yahoo.com
LOUISE BRISSEY	Louise Brissey	~~3E~~ 3707 West St Anacortes WA 98221	
TJ Fautri	[signature]	3602 W 6th St Anacortes, WA 98221	
Terri Wheeler	Terri Wheeler	3713 W 5th St anacortes, wa	terriwheeler703@gmail.com
DONALD WHEELER	Donald Wheeler	3713 W. 5th St. ANACORTES, WA. 98221	GENENORAH@MSN.COM
MICHAEL WENGER	Mike Wenger	3607 W. 4th ST Anacortes 98221	MikeWenger72@hotmail.com
Sherry Love-Wenger	[signature]	3607 W. 4th St. Anacortes 98221	sherylove93@hotmail.com
Enid Sortun Oates	Enid Sortun Oates	3516 W. 3rd St. Anacortes, WA. 98221	enidkarensortun@gmail.com
Julie Rauch	[signature]	3618 W 8th, Anacortes	
Cheryl Koeffler	Cheryl Koeffler	2109 Meadows LN Anacortes Wa	
GERALD A. ZIEGLER	Gerald A Ziegler	3817 W 11th ST. ANACORTES, WA	

Oct. 22, 2024

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Printed Name	Signature	Address	Email
Pat + ~~Lori~~ Skillman	[signature]	3611 W. 6TH ST. Anacortes, WA	
Lori Skillman	[signature]	3611-W 6th St Anacortes WA	
David McKinney	[signature]	3613 W. 6th. St. Anacortes Wa	
Kaitlyn McKinney	[signature]	3613 W. 6th. St. Anacortes Wa	
Mickey Jaffray	Mickey Jaffray	3908 W 6th Anacortes, WA	
Stephen R. Jaffray	[signature]	3708-20 6th St. Anacortes Wa.	
Eric Slavig	[signature]	3711 W 6th Anacortes WA	
Audrey Fernandez	[signature]	3919 W 6th St Anacortes, WA	
Evan Morris	[signature]	3919 W 6th St, Anacortes, WA	
Cavek Davis	[signature]	3916 W. 6th Anacortes, WA	
Tom Baker	[signature]	3909 W 6th St Anacortes WA	

Oct. 23, 2024

PETITION TO THE CITY OF ANACORTES

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Printed Name	Signature	Address	Email
STEVE BURBANK	Steve Burbank	3516 W. 3rd ST.	
Sally Fleming	Sally Fleming	3601 West 4th	
ANGIE LEHR	Angie Lehr	3602 W 4th ST.	
Justin Jaffray	[illegible]	3510 W. 5th St.	
Katie Jaffray	[illegible]	3510 W. 5th St	
Damon Johnston	[illegible]	3601 W 5th St	
Chris Ackerman	[illegible]	3801 W 5th St	cjackerman91@gmail.com
Jamie Ackerman	[illegible]	3801 West 5th St.	
Libby Lewis	Libby Lewis	3706 W. 5th St.	
Dale Mack	Dale A. Mack	3710 W 5th st	
DAMON BARNS	Damon Barns	3619 W 5th St	

October 24, 2024

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Printed Name	Signature	Address	Email
GERALD A. TERRY	Gerald A. Terry	3901 COPPER POND	JHTERRY@FRONTIER.COM
RICHARD N. JOHNSON	Richard N. Johnson	3825 COPPER Pond	rnj1358@gmail.com
Sally Kilpatrick	Sally Kilpatrick	2020 Meadows Ln.	sdkilpatrick@comcast.net
Sean Kilpatrick	S Kilpatrick	2020 Meadows Ln	NA
Megan Joseph	Meg J	2118 Meadows Ln	N/A
Griselda Lucuncs	[illegible]	2122 Meadows L.	N/A
Shawn Patrick	J Pat	2113 Meadows Ln.	N/A
Marlene Moore	Marlene J. [illegible]	3805 Copper Pond	NA
Kyle Dixon	K Dixon	3800 Copper Pond	N/A
KRISTEN JUAN-SANCEZ	[illegible]	3804 COPPER POND	N/A

October 24, 2024

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Printed Name	Signature	Address	Email
Ann C. Green	Ann C. Green	3808 W. 11th Street	a3808grn@gmail.com
Kathleen Kuker	Kathleen Kuker	3809 W. 11TH Street	KATNW13@gmail.com
Thomas Kuker	Thomas M Kuker	3809 W 11TH Street	KATKUKER@gmail.com
Larry Templeton	Larry Templeton	3715 W, 10th ST	—
Elizabeth Golden	Elizabeth Golden	3813 W. 11th Street	—
Carey Golden	Carey Golden	3813 W. 11th Street	—
Xiao mei Tang	Xiao mei Tang	3919 W 12th street	—
Bart Lovric	Bart Lovric	3919 W 12th St	lovric02@yahoo.com
Margaret Graham	Margaret Graham	3801 W. 6th St	cyclingcyclops@gmail.com
Julie Hildebrandt	Julie F. Hildebrandt	3805 W. 6th St	julie_hildebrandt@yahoo.com

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Printed Name	Signature	Address	Email
CHARLES NYMAN	[signature]	3816 W 2nd ST	NYMANCURL @GMAIL.
Debbie Cole	D Cole	3508 W 3rd St.	dcole505 @gmail.com
Pati Dever	Pati DEVER	3502 W 3RD ST.	
Julie Calhoun	Julie Cal	3512 W 3rd St	dances.with. lizards@gmail.com
Joy Huang	[signature]	3804 W 3rd St.	poohj228@gmail.com
Jeff Wang	[signature]	3804 W 3rd St	jwang98@gmail.com
Bonnie Lightner	Bonnie Lightner	3816 W 3rd st	bonn50@gmail.com
Jeanette Cote	Jeannette Cote	3917 W. 4th St, Anacortes	jeannettecote@live.com
Howard Page	Howard L Page	3917 W 4th St. Anacortes	howard@howardpage.com
Cheryl Boorman	Cheryl Boorman	3909 W 5th St Anacortes	cabpatchwork@yahoo.com

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Printed Name	Signature	Address	Email
Dawn Greenwood	DGreenwd	3822 Copper Pond	dmgreenwood @sbcglobal.net
SAM KING	S. King	3812 SUTTON PL.	ofcsking@ yahoo.com
LEN KALLERSON	Leonard L Kallerson	1904 OHIO AVE	—
GARY GRIGGS	Gary Griggs	1819 COPPER POND PLACE	—
BRANDON DANIEL	B D	1815 copper pond pl.	—
Jame Poore	James Poore	1814 Copper Pond PL	
Teneille Cumings	Teneille Cumings	2019 Meadows LN	trcumings@gmail.com
JoAnn Harker	JoAnn Harker	3802 W 11th ST	
Jeff List	Jeff List	3519 W 6th st	—
Helen Young	Helen Young	3964 RockRidge PKWY	N/A

West 6th Street Park

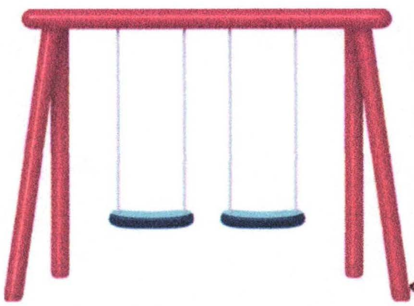
"I would like to have swings, slides and benches. Oh, also tetherballs! I love swings! I outgrow the swing in my yard!" - Benny, 4 years old from COPPER POND

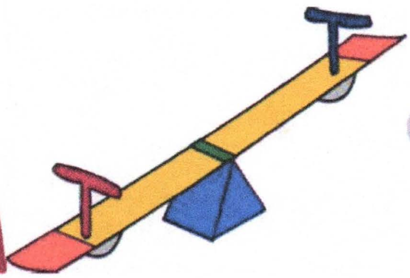
"I can't wait to have a park here! I love slides and seesaws!" - Laney, 3 years old from COPPER POND

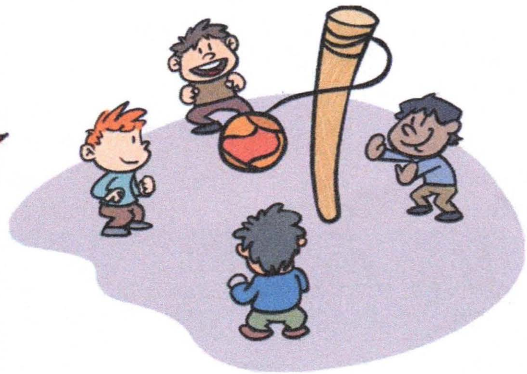
"Can we have swings and slides for big kids?" - Michael, 5 years old from Copper Pond

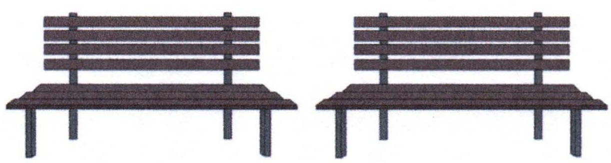
"Can we have swings and slides for big kids?" - Michael, 5 years old from Copper Pond

"We can walk to W 6th Street Park to play! That would be so great!" – Kelsy, West 7th St.









From: Chris Ackerman
To: CityClerk
Subject: City Council Meeting Input
Date: Tuesday, November 12, 2024 11:35:34 AM

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

Dear Anacortes City Council Members,

Our understanding is that our email to the City Council Board, if sent before 3:00 p.m. today, will become part of the record for the meeting , just as if presented in person. Due to health reasons we have decided this method of communication is best for us.

A recent petition in our neighborhood, which we have signed, will be presented during the meeting tonight regarding a request for a permanent commitment to a City Park on City-owned property (Parcel #P107122) on West 6th Street. This property sits directly behind our home, on the corner of West 5th St. and Minnesota. We attended City Council meetings in 2007 or 2008 when plans were being drawn up for a Park there at that time. We were in favor of a park then, and we are in favor of a Park now as a place for children, teens and adults to socialize, walk their dogs, fly kites, laugh and enjoy themselves. Where else do families feel safe to locally do these things anymore, if not in good neighborhoods and City Parks? The City's commitment to this space is long overdue.

Thank you sincerely for your time and consideration regarding this matter.

Chris and Janie Ackerman
3801 West 5th St.
Anacortes, WA 98221
cjackerman91@gmail.com

Anacortes City Council Special Joint Meeting with the Port of Anacortes Commission Minutes - November 4, 2024

Call to Order Special Joint Meeting with the Port of Anacortes Commission

Mayor Matt Miller called to order the advertised special joint meeting of the Anacortes City Council and the Port of Anacortes Commission of November 4, 2024, at 5:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Amanda Hubik were present.

Port of Anacortes Commissioner Shawn Ottenbreit called the meeting to order for the Port.

Other Business

Community Event Facility Update

Mayor Miller and Port of Anacortes Executive Director Brett Greenwood, provided an overview of the process, past, present and future of the cooperative efforts to build and develop an event facility in Anacortes, referring to slide presentations that were added to the packet materials for the meeting. Jeff McClure of RMC Architects gave a brief on the design and conceptual drawings of the facility and surrounding park land, parking areas, and project cost estimates, referring to a slide presentation that was added to the packet materials for the meeting.

Councilmember Ryan Walters outlined the draft interlocal agreements for construction and operations, detailing the process from cost estimates, design, going out to bid for construction, the proposed responsibilities, possible exit points, and risks for each agency, referring to a memorandum that was added to the packet materials for the meeting. The term of the proposed interlocal agreement for operations would be thirty years.

Discussion topics included:

- Moving forward on dialog between the port and city with the additional proposal of another developer.
- Continue development of construction and operations interlocals, while keeping an eye on the private development proposal.
- Marina is tied to downtown and an event center would be a great economic asset for the community.
- Consideration of depreciation of the building plus operating expenses as total costs for planning.
- Adequate parking for the marina and event facility.
- The West Basin master plan will continue regardless of the event facility project.
- The project would require $200k annual profit for the Port to be made whole, but a worthy investment for the community.
- Consider future growth and development in the planning and design of the facility.
- Flexible design and materials for community needs and a location that is tied to the downtown.
- Fulfilling the cultural, artistic, and social community needs. Providing public access to the waterfront for those who do not otherwise have the means to do so.
- Jump-start for West Basin development.

Public Comment

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

Public comment was given as follows:

Mary LaFleur of Anacortes commented that the city and port should not be in the event center business and that the two organizations will not always work cooperatively. She pointed out that the private sector is better suited to fulfill community needs regarding an even facility, that there is no hurry for development, and that industry will build the facility at less cost to the community. She concluded that the role of local government is to permit developers to undertake the project, but otherwise refrain from being involved in the construction and operation of the facility.

Meredith McIlmoyle of Anacortes and Executive Director of the Anacortes Arts Festival and Administrator of the Creative Arts District commented that the city and port are responsible for creating the vibrancy of the community through provision of a venue for events related to the arts, culture and other activities. She urged the port and city to continue down the path of developing the venue to include recreation opportunities and to think bigger. She offered assistance with bringing the project to fruition.

William Gartz of Seattle expressed support for the current site and pointed out that the site located at 10th Street and Commercial Avenue would be less desirable. He asked if it would be possible to develop a request for proposal for private development of the site identified in the port / city plan.

Pat Barrett of Anacortes pointed out that the location being considered by the port and city is the best one in the community. He then addressed funding and the project's effect on the Lodging Tax Advisory Committee funds for community non-profits. He advocated that consideration must be paid to ensuring that the building is affordable for non-profits to utilize.

Adjournment

There being no further business, at approximately 5:56 pm the Anacortes City Council special joint meeting with the Port of Anacortes Commission of November 4, 2024, was adjourned.

Anacortes City Council Minutes - November 4, 2024

Call to Order
Mayor Matt Miller called to order the Anacortes City Council meeting of November 4, 2024 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Amanda Hubik were present.

Pledge of Allegiance
The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports
Mayor Miller thanked everyone for their participation and efforts in the special meeting with the Port of Anacortes. He then read a statement regarding the general election on November 5th, urging community members to participate in the democratic process and respectfully exercise their First Amendment rights to express their feelings regarding the outcome. Mayor Miller reminded the public that on Monday, November 11th, city offices would be closed in commemoration of Veterans Day and that the regular City Council meeting would be held on November 12th. He announced that solid waste service normally scheduled for that day would be provided on Tuesday, November 12th, that there would be a parade through downtown honoring Veterans at 1pm on Sunday, November 10th, with a static display to follow at Causland Park, and that Island Health would hold a short recognition ceremony on Monday, November 11th at 1pm. He concluded by reminding the public that the Community Economic Development Survey is online and available for public participation with a follow-up meeting to look at survey results on November 19th at 12pm.

Mr. Fantini recounted attending the Anacortes Community Theater gala commemorating 60 years over the past weekend. He thanked the mayor for his proclamation celebrating the occasion and expressed hope that the organization would continue to thrive for at least another 60 years.

Public Works Committee
Mayor Miller announced that the Public Works Committee did not meet due to the special joint meeting with the Port of Anacortes Commission earlier in the evening.

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

Public comment was delivered as follows:

Jeff Anderson of Anacortes commented on a public parking area on West 8th Place that he thought was for public access to Cranberry Lake, mentioning that an area resident who uses the public parking area for their own vehicles is continually harassing neighbors and members of the public who park there. He alleged that this resident damaged the vehicle of a visiting guest after parking it in the area for two days. He mentioned that he had been in contact with the Anacortes Police Department regarding the matter.

Consent Agenda
Mr. Young moved, seconded by Ms. Hubik, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.
a. Minutes of October 28, 2024
b. Approval of claims in the amount of $898,392.07
The following vouchers/checks were approved for payment:
EFT numbers: 110834 through 110874, total $649,580.48
Check numbers: 110875 through 110889, total $235,326.35

Wire transfer numbers: 357104 through 357435, total $13,485.24

Other Business

Ordinance 4091: ACCESS Anacortes Fiber Internet Limited Tax General Obligation Bond Issue

Finance Director Steve Hoglund introduced Ordinance 4091 that would authorize the city to issue a limited tax general obligation bond to finance the costs related to designing and constructing extensions to and improvements to the City's fiber optic network, ACCESS Anacortes Fiber Internet. He mentioned that the specified amount of $13.5 million gives some room for maneuver in case of unanticipated costs, referring to the electronic draft ordinance that was included in the packet materials for the meeting. He then outlined the bonding process, referring to a schedule of events that was added to the packet materials for the meeting. Bond Counsel Alice Ostdiek of Stradling and Bond Underwriter Justin Monwai of Piper Sandler answered questions from the Council.

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

Discussion topics included:

- Debt limits for the city.
- Is this a general or revenue bond? - no state statutes in place for revenue obligation.
- Spreadsheet for amount of bond, amount of expense for 2025 for fiber, the expected cost of servicing the debt, the amount of revenue
- Revenue projections are ahead of what was anticipated at the outset of the project.
- The take rate is substantially higher than anticipated. Costs are also higher.

Resolution 3169: Authorizing Procurement From or Through The United States Government

Finance Director Steve Hoglund introduced Resolution 3169 that would authorize procurement from or through the United States Government.

Discussion topics included:

- Is the resolution specific to the fire boat purchase or applicable to other purchases?
- Realizing efficiencies of the federal government schedule.
- What other items could be purchased through this program?

Ryan Walters moved, seconded by TJ Fantini, to approve Resolution 3169.
Vote: Ayes - Carolyn Moulton, Amanda Hubik, TJ Fantini, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall. Nays - None. Result: Passed

Contract Award: WWTP High Efficiency Diffuser System Equipment Purchase #24-110-SEW-001

Public Works Director Andrew Rheaume introduced proposed contract #24-110-SEW-001 for the purchase of Waste Water Treatment Plant High Efficiency Diffuser System Equipment from Ovivo USA LLC. He recounted the negotiation process after the vendor returned the initial agreement.

Discussion topics included:

- The change from the original contract is the labor contract.

Carolyn Moulton moved, seconded by Anthony Young, to authorize the mayor to sign contract #24-110-SEW-001 with Ovivo USA LLC for the purchase of Waste Water Treatment Plant High Efficiency Diffuser System equipment.
Vote: Ayes - Carolyn Moulton, Amanda Hubik, TJ Fantini, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall. Nays - None. Result: Passed

Contract Award: WWTP Aeration Diffuser Replacement Installation #24-110-SEW-002

Public Works Director Andrew Rheaume introduced proposed contract #24-110-SEW-002 with McClure and Sons, Inc. for the WWTP Aeration Diffuser Replacement Installation.

Amanda Hubik moved, seconded by Bruce McDougall, to authorize the mayor to sign contract #24-110-SEW-002 with McClure and Sons, Inc. for the WWTP Aeration Diffuser Replacement installation.
Vote: Ayes - Carolyn Moulton, Amanda Hubik, TJ Fantini, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall. Nays - None. Result: Passed

2025 Operating Budget

Finance Director Steve Hoglund and Finance Manager Rhonda Peck introduced the discussion on the 2025 Operating Budget, 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.

Discussion topics included:

Public Works - Overview and Administration - Andrew Rheaume

- The South Commercial Avenue project could be done with city funds if done incrementally.
- Special fund for pavement management would authorize spending those funds on sidewalks and roads.
- Tracking spending on pavement management.
- Washington State Department of Transportation grants for multi-modal transportation.
- Annual spending on the Transportation Benefit District page of the city website.
- Adding FTEs for project management requirements.

Public Works - Engineering

- Need for licensed FTEs for engineering.

Public Works - Facilities

- Seagull mitigation options.

Public Works - Sanitation Services

- What to do in preparation for the end of the recycling and yard waste contract?
    - 1-year extension for the current contractor.
    - 2-year lead time for purchasing sanitation trucks.
    - Could there be a private hauler that could have access to enough trucks to service Anacortes?
- Look for alternatives for providers now in advance to give the city leverage in negotiations with the

current vendor.

Public Works - Sewage Collection and Sewer Treatment – Wastewater Treatment Plant Manager Brian Walker

- Pared back capital projects to answer the question of how to handle the solids.
- Sewage treatment versus sewage collection.
- General sewer plan.
- Consequences of deferring maintenance on the wastewater treatment plant until the general sewer plan is finalized.

Public Works - Storm Drainage

- Fidalgo Bay Road flooding.
- Drainage ditch that cannot be accessed once MJB begins developing.
- Is there additional work that needs to be accomplished on MJB property prior to development?

Public Works - Street Maintenance

- Borrowing long-lining equipment from Mount Vernon to evaluate possibly purchasing the same system.
- Downtown Street Scape spending should be reallocated to the Ninth Street to Marina connection.
- Port of Anacortes will re-design the block of Ninth Street between Commercial Avenue and Q Avenue.
- The downtown parking plan is with the Planning Department.
- How to add parking downtown?
- Pavement management and sidewalk leveling for 2025 have been reallocated to the Commercial Avenue project.

Public Works - Vehicles and Equipment - Operations Manager WiL Ludemann

- Insurance policies are annual.
- Operations building expansion funds.

Public Works - Water Maintenance and Water Treatment Plant

- Increased cost for water treatment chemicals.
- What is water re-sale?

General Budget Topics

- Timeline for delivery of final budget and capital facilities plan.
- Budget public hearing on November 12th.

Adjournment
There being no further business, at approximately 7:36 pm the Anacortes City Council meeting of November 4, 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 November 12, 2024 City Council meeting:

Download this file in OpenDocument spreadsheet format.

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
357901	5/13/2024	2390	PETEK PH D, THOMAS C	PSYCH ASSESSMENT (RH)	$ 385.00	medic
357890	7/23/2024	INV-014698	OVERHEAD DOOR CO	WTP CHEMICAL BUILDING OVERHEAD DOOR TROUBLESHOOTING AND MINOR REPAIR	$ 2,258.88	dwtp
357574	9/1/2024	145595	VENTEK INTERNATIONAL	WA PARK PAYSTATION MONITORING 9/1-9/30/24	$ 270.00	parks1
357739	9/4/2024	0002165270	CENTRAL WELDING SUPPLY CO, INC	NEW BOTTLE + O2	$ 332.84	medic
357858	9/9/2024	24-24482	EDGE ANALYTICAL, INC	LAB TESTING - PROJECT #1 HG EFFICIENCY TESTING	$ 711.45	dwwtp
357874	9/17/2024	241056	T-SHIRTS BY DESIGN	WORK UNIFORM	$ 10.88	dshop
357735	9/18/2024	24-2485	IMS ALLIANCE	PASSPORT COLLECTORS	$ 50.32	medic
357540	9/26/2024	6726134	NATIONAL OILWELL VARCO, O.P.	MAINTENANCE SUPPLIES - INCINERATOR	$ 3,794.07	dwwtp
357658	10/8/2024	366819A	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	$ 1,628.33	pwfac
357662	10/8/2024	367202	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	$ 406.31	pwfac
357664	10/10/2024	241178	T-SHIRTS BY DESIGN	MT. ERIE ROAD AND TRAIL RUN 2024	$ 398.21	pkrec
357657	10/10/2024	366819B	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	$ 24.18	pwfac
357660	10/10/2024	367317	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	$ 81.27	pwfac
357881	10/15/2024	0001674	CITY OF BURLINGTON	DARK FIBER & RACK FEE - OCT 2024	$ 470.26	fiber
357893	10/15/2024	11985	KAMPS PAINTING CO., INC	2024 NON-MOTORIZED IMPROVEMENT PROJECT	$ 5,040.00	pw1
357656	10/15/2024	366819C	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	$ 459.27	pwfac
357661	10/15/2024	367317A	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	$ 162.55	pwfac
357444	10/16/2024	P0001-100	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - SEPTEMBER 2024	$ 260.00	dwwtp
357445	10/16/2024	P0001-99	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - AUGUST 2024	$ 100.00	dwwtp
357864	10/19/2024	287334328875X1027202	AT&T MOBILITY, LLC	City Cell Phones 9/20-10/19/24	$ 7,245.81	finance
357850	10/19/2024	287334328875X1027202	AT&T MOBILITY, LLC	CITY CELL PHONES 9/20-10/19/24	$ 4,234.91	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
357876	10/21/2024	9339423420	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC JUMPER CABLES	$ 4,350.91	fiber
357659	10/22/2024	367930	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	$ 541.29	pwfac
357541	10/23/2024	49746	SKAGIT PUBLISHING LLC	PUBLISH AA-571267	$ 113.68	plan
357003	10/23/2024	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; SEPT 2024	$ 414.00	apd
357892	10/24/2024	Pay App 7	SUMMITX CONTRACTORS, INC	EDA FIBER EXPANSION - CONSTRUCTION	$ 294,154.48	fiber
357894	10/25/2024	11999	KAMPS PAINTING CO., INC	2024 NON-MOTORIZED IMPROVEMENT PROJECT	$ 3,408.00	pw1
357900	10/25/2024	PS-INV114160	PORT OF ANACORTES	CONCEPTUAL DESIGN OF AN EVENT VENUE	$ 38,934.83	plan
357653	10/26/2024	295270	LAKESIDE INDUSTRIES, INC.	DUMP FEES FOR STREET DEPT	$ 443.88	dshop
357883	10/26/2024	9977325266	VERIZON WIRELESS	WTP SCADA 9/27/24-10/26/24	$ 979.71	dwtp
357879	10/28/2024	9339522062	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC TAIL CABLES	$ 1,266.87	fiber
357897	10/28/2024	ARIV1010079	HANSON PROFESSIONAL SERVICES	THOMPSON TRAIL TRESTLE AND CAUSEWAY REPLACEMENT: DESIGN - THROUGH 9/30/24	$ 124,092.86	parks1
357736	10/29/2024	1523815	LIFE ASSIST, INC	EKG PAPER, SHARPS-TAINERS, MAD, EAR	$ 2,277.52	medic
357547	10/29/2024	6002626757	ENDRESS + HAUSER, INC	MAINTENANCE SUPPLIES - PUMP STATIONS	$ 4,918.82	dwwtp
357854	10/30/2024	0328453-IN	NELSON-REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES	$ 46.04	dwwtp
357859	10/30/2024	0328455-IN	NELSON-REISNER DISTRIBUTOR INC	SUPPLIES FOR VEHICLE #514	$ 221.82	dshop
357494	10/30/2024	141050001	BRATTEN, PATRICIA	WATER CONSERVATION REBATE - BOSC / WGA12400UC	$ 50.00	dwtp
357569	10/30/2024	14242773	HACH COMPANY	FLUORIDE MAINTENANCE KIT	$ 440.52	dwtp
357545	10/30/2024	24-30865	EDGE ANALYTICAL, INC	LAB TESTING - EFFLUENT METALS AND TOC QUARTERLY	$ 247.35	dwwtp
357546	10/30/2024	24-30895	EDGE ANALYTICAL, INC	LAB REPORTS - INFLUENT METALS ANNUAL	$ 193.80	dwwtp
357648	10/30/2024	24-32329	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR NORTH	$ 133.00	dwtp
357649	10/30/2024	24-32370	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	$ 19.00	dwtp
357647	10/30/2024	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 10/2-10/29/24	$ 6,748.20	dwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
357853	10/30/2024	857643-2	IBS INC	MAINTENANCE SUPPLIES - INCINERATOR	$ 289.72	dwwtp
357738	10/30/2024	IN2144201	MUNICIPAL EMERGENCY SERVICES	SCBA REPAIR PARTS	$ 1,082.08	medic
357548	10/30/2024	WA07-00242123	MOTION INDUSTRIES, INC	MAINTENANCE - INCINERATOR	$ 1,787.51	dwwtp
357862	10/30/2024	XA116006317:01	RWC INTERNATIONAL	PARTS FOR VEHICLE #514	$ 29.20	dshop
357855	10/31/2024	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 10/2-10/31/2024	$ 12.76	publib
357856	10/31/2024	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 10/2-10/31/2024	$ 26.35	publib
357666	10/31/2024	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD AVE ST LIGHTS: 10/2-10/31/24	$ 9.37	dshop
357665	10/31/2024	220030712800	PUGET SOUND ENERGY INC	STREET LIGHTS: 10/2-10/31/24	$ 5.35	dshop
357543	10/31/2024	230-5080-00	THOMPSON, GINA	WATER CONSERVATION REBATE - AMERICAN STANDARD CADET TOILET	$ 50.00	dwtp
357655	10/31/2024	24-32474	EDGE ANALYTICAL, INC	COLIFORMS TEST	$ 25.00	wdist
357741	10/31/2024	241262	T-SHIRTS BY DESIGN	EMBROIDER LOGO ON CLASS B-S	$ 184.96	medic
357663	10/31/2024	241267	T-SHIRTS BY DESIGN	BOYS YOUTH BASKETBALL SHIRTS	$ 3,076.32	pkrec
357878	10/31/2024	41250	ORCA INFORMATION, INC	BACKGROUND CHECKS - NEW HIRES/VOLUNTEERS	$ 604.00	hr
357851	10/31/2024	46152879	LINDE GAS & EQUIPMENT INC.	MAINTENANCE SUPPLIES	$ 827.73	dwwtp
357891	10/31/2024	5253	SOFTRESOURCES LLC	ERP SOFTWARE SELECTION - CONSULTING SERVICES - THROUGH OCTOBER 2024	$ 2,800.00	admsrv
357570	10/31/2024	52539502	UNIVAR USA INC	SODIUM HYDROXIDE	$ 6,516.39	dwtp
357732	10/31/2024	CL82952	NELSON-REISNER DISTRIBUTOR INC	VEHICLE FUEL - 10/24	$ 33,064.02	finance
357895	10/31/2024	Pay App 1	LAKESIDE INDUSTRIES, INC.	2024 NON-ARTERIAL ROADWAY PROJECT	$ 452,181.00	pw1
357896	10/31/2024	Pay App 1	LAKESIDE INDUSTRIES, INC.	2024 ASPHALT OVERLAY PROJECT	$ 1,094,530.00	pw1
357542	10/31/2024	ReimbHoxie	HOXIE, ROB	UBER RIDE AT ESRI CONFERENCE - ROB HOXIE	$ 16.44	dwtp
357857	10/31/2024	WA07-00242231	MOTION INDUSTRIES, INC	MAINTENANCE SUPPLIES - INCINERATOR	$ 529.78	dwwtp
357756	11/1/2024	10624	PORT OF ANACORTES	NOVEMBER MOORAGE FOR MARINE 29	$ 312.37	medic
357750	11/1/2024	1329	FIDALGO CLEANING	APD CLEANING & SUPPLIES 10/21-11/3/24	$ 875.00	apd

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
357759	11/1/2024	146546	VENTEK INTERNATIONAL	WA PARK PAYSTATION MONITORING 11/1-11/30/24	$ 270.00	parks1
357877	11/1/2024	200012505505	PUGET SOUND ENERGY INC	WTP 10/1-10/31/24	$ 79,744.70	dwtp
357748	11/1/2024	201140338	CRIMINAL JUSTICE TRAINING	TRAINING; LEAD UOF/CDT; DOTZAUER AND RHODES	$ 2,300.00	apd
357762	11/1/2024	24-2864	IMS ALLIANCE	PASSPORT NAMETAGS	$ 344.46	medic
357654	11/1/2024	24-32666	EDGE ANALYTICAL, INC	COLIFORMS TEST	$ 25.00	wdist
357650	11/1/2024	291518	REECE, STORMIE	DEPOT JANITORIAL SERVICES-OCTOBER	$ 1,518.00	parks1
357733	11/1/2024	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 8/30-9/30/24	$ 15,936.32	dshop
357728	11/1/2024	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 9/7-10/7/24	$ 91.08	dshop
357727	11/1/2024	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 9/28-10/29/24	$ 38.25	dshop
357782	11/1/2024	3226	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 20.00	pubdef
357784	11/1/2024	3227	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 40.00	pubdef
357786	11/1/2024	3228	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 80.00	pubdef
357787	11/1/2024	3229	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 40.00	pubdef
357788	11/1/2024	3230	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 460.00	pubdef
357789	11/1/2024	3231	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 70.00	pubdef
357790	11/1/2024	3232	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 40.00	pubdef
357791	11/1/2024	3233	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 60.00	pubdef
357792	11/1/2024	3234	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 80.00	pubdef
357793	11/1/2024	3235	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 30.00	pubdef
357794	11/1/2024	3236	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 180.00	pubdef
357795	11/1/2024	3237	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 100.00	pubdef
357796	11/1/2024	3238	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 230.00	pubdef
357797	11/1/2024	3239	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 280.00	pubdef
357798	11/1/2024	3240	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 450.00	pubdef
357744	11/1/2024	3311	OAB ENGINEERING, LLC	NETWORK DATA SERVICES: 29-3	$ 150.00	medic
357730	11/1/2024	5070392965	RICOH USA, INC	S/N C86180481 PARKS 8/1-10/31/24	$ 20.65	parks1
357752	11/1/2024	5070393131	RICOH USA, INC	S/N C86146548 APD PATROL OFFICE 8/1-10/31/24	$ 237.30	apd
357751	11/1/2024	5070393137	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 10/1-10/31/24	$ 43.55	apd
357731	11/1/2024	5070393308	RICOH USA, INC	S/N C86111692 ENG 8/1-10/31/24	$ 21.03	finance
357865	11/1/2024	517990	MOMENTUM TELECOM INC	SIP TRUNKS 11/1-11/30/24	$ 1,067.44	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
357747	11/1/2024	9843-1	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A07202	$ 169.73	apd
357571	11/1/2024	BBB01	SEAHAWK ATHLETIC BOOSTER ASSOC	PAYMENT FOR IMPLEMENTING BOYS BBALL	$ 1,485.00	pkrec
357578	11/1/2024	GBB02	SEAHAWK ATHLETIC BOOSTER ASSOC	FOR PROVIDING YOUTH BASKETBALL CLINIC	$ 510.00	pkrec
357873	11/1/2024	MEJ0085	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	$ 63.00	dwtp
357572	11/1/2024	OCT 24	THE LAW OFFICE OF	PROSECUTION SERVICES - OCTOBER	$ 8,500.00	attorney
357573	11/1/2024	OCT CC	THE LAW OFFICE OF	PROSECUTION SERVICES - OCT CC	$ 1,182.50	attorney
357576	11/1/2024	RefundSimpson	SIMPSON, JULIA	WA PARK PICNIC SHELTER REFUND	$ 66.00	parks1
357753	11/2/2024	00005W5A83444	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 11-2-24	$ 12.49	apd
357867	11/2/2024	1525243	LIFE ASSIST, INC	AIRWAY KITS, PM SHEARS	$ 199.76	medic
357737	11/4/2024	03188	SKAGIT COUNTY SHERIFF'S OFFICE	OCTOBER JAIL TAX PAYMENT PER CONTRACT	$ 95,603.73	finance
357775	11/4/2024	2024-10-AG	GDIXONLAW	PUB DEF CONFL	$ 70.00	pubdef
357766	11/4/2024	2024-10-AS	GDIXONLAW	PUB DEF CONFL	$ 510.00	pubdef
357779	11/4/2024	2024-10-EB	GDIXONLAW	PUB DEF CONFL	$ 130.00	pubdef
357764	11/4/2024	2024-10-EV	GDIXONLAW	PUB DEF CONFL	$ 40.00	pubdef
357777	11/4/2024	2024-10-GD	GDIXONLAW	PUB DEF CONFL	$ 30.00	pubdef
357765	11/4/2024	2024-10-HT	GDIXONLAW	PUB DEF CONFL	$ 30.00	pubdef
357776	11/4/2024	2024-10-JD	GDIXONLAW	PUB DEF CONFL	$ 230.00	pubdef
357773	11/4/2024	2024-10-JK	GDIXONLAW	PUB DEF CONFL	$ 130.00	pubdef
357772	11/4/2024	2024-10-JKE	GDIXONLAW	PUB DEF CONFL	$ 180.00	pubdef
357769	11/4/2024	2024-10-JR	GDIXONLAW	PUB DEF CONFL	$ 180.00	pubdef
357760	11/4/2024	2024-10-JZ	GDIXONLAW	PUB DEF CONFL	$ 580.00	pubdef
357768	11/4/2024	2024-10-LS	GDIXONLAW	PUB DEF CONFL	$ 380.00	pubdef
357781	11/4/2024	2024-10-MBE	GDIXONLAW	PUB DEF CONFL	$ 280.00	pubdef
357780	11/4/2024	2024-10-MBI	GDIXONLAW	PUB DEF CONFL	$ 40.00	pubdef
357770	11/4/2024	2024-10-MN	GDIXONLAW	PUB DEF CONFL	$ 90.00	pubdef
357774	11/4/2024	2024-10-PG	GDIXONLAW	PUB DEF CONFL	$ 80.00	pubdef
357767	11/4/2024	2024-10-PS	GDIXONLAW	PUB DEF CONFL	$ 70.00	pubdef
357778	11/4/2024	2024-10-TB	GDIXONLAW	PUB DEF CONFL	$ 60.00	pubdef
357763	11/4/2024	2024-10-TW	GDIXONLAW	PUB DEF CONFL	$ 120.00	pubdef
357771	11/4/2024	2024-10-VK	GDIXONLAW	PUB DEF CONFL	$ 30.00	pubdef
357799	11/4/2024	21-043-FIN-001	ANACORTES FAMILY CENTER	OCTOBER AFFORDABLE HOUSING TAX PAYMENT	$ 36,348.11	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
357800	11/4/2024	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	OCTOBER AFFORDABLE HOUSING TAX PAYMENT	$ 36,348.11	finance
357742	11/4/2024	241020-01	HERBAUGH, ROGER	FALL 2024 YOUTH SOCCER REFEREE ASSIGNOR	$ 165.50	pkrec
357746	11/4/2024	9846-1	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A07236	$ 169.73	apd
357899	11/4/2024	INV00532772	USA BLUE BOOK	WTP LAB SUPPLIES - GLOVES GRADUATED CYLINDERS	$ 317.34	dwtp
357889	11/4/2024	iNV00532822	USA BLUE BOOK	WTP LAB SUPPLIES	$ 2,091.14	dwtp
357745	11/4/2024	I2502482	WASHINGTON STATE PATROL	BACKGROUND CHECKS; OCTOBER 2024	$ 53.00	apd
357755	11/4/2024	ReimbScheepers	SCHEEPERS, EDWIN	UNIFORM BOOT REIMBURSEMENT; OFC SCHEEPERS	$ 113.10	apd
357860	11/4/2024	XA116006472:01	RWC INTERNATIONAL	PARTS FOR VEHICLE #517	$ 97.46	dshop
357888	11/5/2024	005552	MCCUNN, MIKE	REIMBURSE FOR ANTIGUE ENGINE (#208) FUEL	$ 55.39	medic
357866	11/5/2024	1739275	WALTON BEVERAGE COMPANY, INC	10 LBS. COFFEE	$ 136.00	medic
357885	11/5/2024	24-048-WTR-0011	MESA PRODUCTS, INC.	RETAINAGE RELEASE	$ 10,580.01	pw1
357870	11/5/2024	AFD 24	ISLAND HOSPITAL	OCTOBER AMBULANCE SUPPLIES	$ 1,977.82	medic
357875	11/5/2024	MEJ0119	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	$ 63.00	dwtp
357868	11/5/2024	November 2024	COMMUNITY ACTION OF SKAGIT CTY	ANACORTES COMMUNITY ACTION OFFICE & CARE SPECIALIST - NOVEMBER 2024	$ 5,000.00	plan
357852	11/5/2024	RefundDerush	DERUSH, CHELSTON	WA PARK CAMPING REFUND	$ 150.00	parks1
357898	11/6/2024	7903 2024-2025	SAVIBANK	SAFE DEPOSIT BOX #7903 ANNUAL FEE 11/6/2024-11/6/2025	$ 100.00	finance
	Total				**$ 2,419,942.17**	

City Council Agenda Bill

Meeting Date: November 12, 2024 **Agenda Item:** 5.c.

Agenda Item Title: Contract Award: WTP Access Control Cabling Installation #24-079-WTR-003

Staff Contact(s): Andrew Rheaume, Terry Nemeth

Approved for Submittal to Council by	**Action Type**
Tiffany Matson Andrew Rheaume	Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of $61,287.32 to Veca Electric & Technologies to provide and install access control cabling at the Anacortes Water Treatment Plant (WTP), in the HSPS, Sub Station & Generator Buildings, and Chemical Building.

Background:

1. History: This project is to increase security and control access at the WTP by installing access card readers on the exterior doors of the plant. As part of the overall project the City has also issued contract 24-079-WTR-001 in the amount of $35,253.73 to Veca to provide and install the access control cabling in the WTP administration building, and contract 24-079-WTR-002 to A-1 Mobile Lock and Key in the amount of $33,372.78 to provide and install the access control hardware. With contract 24-079-WTR-003 included, the total overall project cost is $129,913.83.
2. Key Terms:
    - Contract is for a firm fixed price of $61,287.32.
    - The Contractor shall complete the work by May 16, 2025.
3. Competitive Bidding: In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements for a multi-trade public work project, and thus the Project Manager evaluated contractors and chose to contract with Veca Electric & Technologies.

Budget Impact:

Contractor	Veca Electric & Technologies
Contract Amount	$61,287.32
Earmarked Funds	$650,000.00
BARS #	401.740.594.34.63
Budget Amendment Required?	No
Start Date	Contract execution
End Date	5/16/2025

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-079-WTR-003 with Veca Electric & Technologies in the amount of $61,287.32 to perform the WTP Access Control Cabling Installation.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):
1. 24-079-WTR-003

CONTRACT #24-079-WTR-003
AGREEMENT WITH
VECA ELECTRIC & TECHNOLOGIES

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Veca Electric & Technologies, a private contractor at 3950 Hammer Drive, Suite 109, Bellingham, WA 98226 (herein after referred to as "Contractor").

PROJECT
WTP Access Control Cabling Installation

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to provide and install access control cabling at the Anacortes Water Treatment Plant (WTP), 14489 River Bend Rd, Mount Vernon, WA 98273, in the HSPS, Sub Station & Generator Buildings, and Chemical Building. Work is detailed in Exhibit A, which is attached hereto and incorporated by reference.

2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **Sixty-One Thousand Two Hundred Eighty-Seven Dollars and Thirty-Two Cents ($61,287.32)**, which includes $4,853.32 in 8.6% sales tax. This includes all mobilization, demobilization, labor, materials, standard freight, and administrative overhead for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contactor will be retained.

3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.

4. **Time of Completion:** The Contractor shall complete the work by May 16, 2025.

5. **Project Management**. Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Mario Gonzalez, (360) 428-1598.

6. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies**. Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.

7. **Contract Documents:** The attached General Provisions and Exhibit A are included in this Contract Agreement.

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

Owner:	**Contractor:**
City of Anacortes	VECA Electric & Technologies
______________________	______________________
Mayor	
______________________	______________________
Date	Date
	______________________
	Contractor License #

CONTRACT 24-079-WTR-003
EXHIBIT A

July 9, 2024

Anacortes Water Treatment

Attn: Mario Gonzalez

Re: Anacortes Water Treatment Plant Access Control Cabling & Installation

Pricing

Thank you for the opportunity to participate in the above-referenced project. The following is our Technology Pricing.

Access Control Base Bid Value $56,434.00

Bid Basis

This proposal is based on the following documentation and as indicated in the scope of work below.

Walkthrough With Mario Gonzalez

All work will be performed during normal daytime working hours unless noted otherwise in the scope of work. Normal daytime hours are between 7:00AM – 3:30PM.

Scope of Work

Access Control- HSPS, Sub Station & Generator Buildings-

- Provide and Install J-Hook/beam clamp pathways for Cat6 cabling.
- Provide and Install Cat6 cabling for [9] exterior doors (HSPS) & [4] Doors on Sub Station & Generator Buildings
- Install customer provided Access Control Equipment (i.e. Strike, Door Contact, Reader)
- Test and label all Cat6 Cables with Fluke DSX-5000
- Provide and install EMT conduit pathways for door cabling

Chemical Building-

- Provide and Install J-Hook/beam clamp pathways for Cat6 cabling.
- Provide and Install Cat6 cabling for [8] exterior doors
- Install customer provided Access Control Equipment (i.e. Strike, Door Contact, Reader)
- Test and label all Cat6 Cables with Fluke DSX-5000
- Provide and install EMT conduit pathways for door cabling

Exclusions & Clarifications

The following is not included in our proposal:

- Electrical plan review and associated fees
- All interface to existing building systems unless specifically identified in project documents or noted above
- Proposal does not include man lift rental costs
- Demo and make safe
- Active components including, but not limited to network equipment including any switches in the IDF and at the workstation clusters, AV Equipment, Telecommunication Equipment, Servers & accessories, Temporary Services, UPS and battery
- Electrical scope of work including, but not limited to Electrical outlets, Floor boxes, Conduits, mud rings, junction boxes, flexible tubing, Poke-thru devices, Hilti speed sleeves, conduit waterfalls, misc. pathway accessories, Power distribution units and power strips, Power supplies, extending telecommunication ground system to building ground support systems
- Core holes and X-ray services
- Procurement of Wireless Access Points
- Audio Visual Scope of Work including, but not limited to LCD Televisions, flat screen monitors, mounting accessories, AV cabling (Coax, VGA, HDMI, speakers & etc.)
- Electronic schedulers
- Any make-ready work for the customer provided materials & equipment
- Unforeseen or hidden conditions
- Cutting and patching of existing walls, ceilings, concrete and asphalt and core drills
- Painting
- Overtime
- Asbestos Abatement
- We have excluded any costs associated with the CDC or other Government Health Related protocols
- Disposal of construction debris
- Any construction activities not clearly defined in our scope of work
- Price increases on materials due to the volatile market; prices on materials not secured by an executed contract will be equitably adjusted by change order, in accordance with the procedures of the contract documents
- Washington State Material/Use/Sales Tax
- VECA takes checks or credit cards (CC Fee of 3.5% for total invoice)

1. <u>WASHINGTON STATE PREVAILING WAGES</u>: Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I) (*ONE (1) filed per contractor and each subcontractor per contract*). Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I (*ONE (1) filed per contractor and each subcontractor per contract*). L&I provides the wage forms. ***All costs associated with such fees shall be included in the Contract price as part of the fixed costs of overhead for this Contract, including any anticipated subcontractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount. The City will only pay for the <u>actual cost charged by L&I</u> for the filing of the intent and affidavit.***

For contracts in excess of $10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of *Intent to Pay Prevailing Wages* approved by L&I and the address and phone number of the Industrial Statistician where complaints or inquires may be made. The City will refer any dispute regarding the prevailing rate of wage to L&I for arbitration.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: https://secure.lni.wa.gov/wagelookup/. The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 904 6th Street, Anacortes, WA. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

At least once a month Contractor must file weekly certified payroll reports online with the Washington Department of Labor and Industries as required by RCW 39.12.120.

2. <u>Performance and Payment Bonds.</u> The City is required by RCW 39.08.010, with limited exceptions, to obtain both a Performance and a Payment bond for each public works project. The City requires separate Performance and Payment bonds for 100% of the contract amount furnished on bond forms standardized by the City Attorney's office. The bonds must meet the following provisions:

- Be for the full amount of the project, including tax.
- Name City of Anacortes as the obligee.
- List the correct Project Name and Project Number.
- Be signed by both the surety (the Attorney in Fact) and the Contractor.
- Be issued by a surety authorized to do business in the State of Washington (listed on the Insurance Commissioners website) and which meets the AM Best Rating required in the Contract Documents. If no requirement exists, a minimum of AM Best Rating A-7 or better will be required.

Release of Bonds - Bonds will not be released until the project has been completed and finally accepted.

Performance Bonds – Performance Bonds will be released at the end of the warranty period or twelve months after the date of final acceptance, whichever is later. The City may at its option release the bond once all the conditions of RCW 39.08.010-1a have been discharged.

Payment Bonds – Payment Bonds will be released either 45 days after final acceptance of the project or upon receipt of releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries, whichever is later. Release is contingent on the fact that no claims against the bond have been filed prior to the 45 day mark. If claims have been filed against the bond, it will not be released until the claims have been resolved.

Exceptions – On projects $150,000 and under, the Contractor can, in lieu of providing a performance and payment bond, request to have the City withhold 10% of monies earned on the project for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. This exception is dependent on pre-approval by the City Attorney, and the City reserves the right to reject requests to waive the bond requirements.

3. <u>Retainage.</u> Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. The Contractor may elect to execute a Retainage Bond. The bond must be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State. Retainage will be released 45 days after Final Acceptance, provided that the following has occurred:

a. All liens placed against the project have been released.
b. For projects over $35,000, releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries have been received.

Note: If the City has approved the Contractor's request to waive the bond requirements, the City will withhold a total of 10% of the monies earned for a period of 30 days after Final Acceptance of the completed work, or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Securities Department, and the Washington Department of Labor and Industries, and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Final Acceptance. Final Acceptance is defined as the date on which the City accepts the Work as complete, as indicated by notice issued by the City. For the purposes of the retainage statute (RCW 60.28.011), "completion of all contract work" is the same as the date of Final Acceptance. The following events must occur before the City will issue Final Acceptance:

a. The physical Work on the project must be complete and accepted by the Project Manager; and
b. The Contractor must submit to the City, and secure City approval of, all documentation required by the Contract and required by law, including but not limited to:
   i. Invoices for all Work;
   ii. Copies of the "Affidavit of Prevailing Wages Paid" as approved by L&I for the Contractor and all Subcontractors; and
   iii. Any additional documentation required by the Contract.

5. Penalties for Noncompliance. If Contractor does not provide "Affidavit of Prevailing Wages Paid" to the City, the City may withhold any or all payments until required documentation is received. In addition, failure to provide "Intent to Pay Prevailing Wage" or "Affidavit of Wages Paid" may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

6. Subcontracts. The Contractor shall not subcontract the Scope of Work ("Work") unless the Project Manger approves in writing. If the Project Manager requests, the Contractor 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 Contractor. 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 Contractor of any responsibility to carry out the Contract,
b. Relieve the Contractor of any obligations or liability under the Contract and the Contractor's bond,
c. Create any contract between the City and the Subcontractor, or
d. Convey to the Subcontractor any rights against the City.

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. Contractor remains fully responsible for obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services, and functions were performed by Contractor's employees, and for purposes of the Agreement such work will be deemed work performed by Contractor. The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor 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 Contractor shall comply with this request at once and shall not employ the Subcontractor for any further Work under the Contract.

7. Job Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall comply with all applicable federal, State, local laws, ordinances, and regulations, as may be amended, for the safety of persons or property while performing any work under the Contract and for the handling and disposal of all hazardous wastes. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to: the Washington Industrial Safety and Health Act of 1973 (WISHA); the federal Occupational Safety and Health Acts of 1970 (OSHA); the Resource Conservation and Recovery Act; the Washington Hazardous Waste Management Act; the Department of Labor & Industries; Washington Administrative Code (WAC); the Environmental Protection Agency; and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes, The Contractor and its subcontractors of any tier shall also comply with all current and future executive proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State and Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects. Contractor further agrees to indemnify and hold harmless City from damages assessed against City because of Contractor's failure to comply with the Acts and the standards issued thereunder.

8. Chemical Hazard Safety

a. **Employer Chemical Hazard Communication Rule:** WAC 296-800-170 requires all employers in Washington State to inform and train their employees on the hazards of chemicals in the workplace or in foreseeable emergencies. For purposes of performance under this Contract, any toxic substance that may be harmful to the end user while being used or stored on City property must:

i. Be properly labeled with the: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party.
ii. Be accompanied by a Safety Data Sheet (SDS) which shall be provided to the City Project Manager, or designee. Copies of the Contractor's SDS inventory shall also be located where chemicals are stored.

b. Contractor shall not introduce or use any new product without the express written permission of the City Project Manager. Contractor shall request permission to use new substances by providing an SDS sheet or label data for all proposed chemicals, and an explanation as to the purpose of the chemical application, method of application, and intended schedule of application. If new products are approved for use, then they shall be:

i. Restricted in their applications so as to meet current and local law;
ii. Mixed and otherwise handled where an accidental spill will not enter surface or ground water and will not contaminate the soil.

c. In any emergency affecting the safety of persons or property, Contractor shall act, at their discretion, to prevent threatened injury, damage, or loss. The City's Project Manager has full authority to stop work they deem a safety risk.

9. Taxes. The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor'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.

10. Invoicing. All invoices shall at a minimum include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, **Agreement Number,** and Price. The Contractor must allow 30 calendar days from receipt of the invoice for payment. ***If requested by the City the Contractor shall provide a cost breakdown of charges.*** Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor 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.

11. Withholding Payment. In the event the City determines that the Contractor 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 Contractor 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 Contractor to terminate or damages, provided that the City promptly gives notice in writing to the Contractor 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 Contractor 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 Contractor 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 Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the City under this clause.

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

13. Required Use of Finished Compost Product. If the project includes the use of a product created with "composted material" as defined in RCW 70A.205.015(3) the Contractor must purchase finished compost products from entities that: 1) produce compost locally within Skagit County; 2) are certified by a nationally recognized organization; 3) are permitted by the local health jurisdiction; and 4) produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology. The Contractor will obtain pre-approval from the PM of the proposed compost material vendor and will submit receipts with their invoice(s).

14. Inspection.

A. **Of the Work:** All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. **Project Manager's Authority**: The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the City Attorney whose decision shall be final. The Contract shall be carried out under the general control of the representative of the City administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in their opinion, to safeguard the interest of the City. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Contractor of their obligations or responsibilities under the Contract.

15. New and Unused. All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production and shall meet any current applicable regulations and/or codes. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

16. Warranty. The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work, including any necessary labor and materials. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving City’s written notice of a defect, and shall complete such work within the time stated in the City’s notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City’s own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. For one year after acceptance of any corrections by the City the Contractor shall be responsible for correcting all defects in workmanship and materials in the corrected work. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer’s warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Contractor’s work comply with the requirements of the Contract or impact any other legal rights or remedies of the City.

17. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

18. Insurance.

A.**Insurance Term:** The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor’s work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation:** The Contractor’s maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance:** The Contactor’s required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Contractor’s Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Worker’s Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. **Minimum Amounts of Insurance:** The Contractor 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, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

E. **City Full Availability of Contractor Limits:** If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. **Other Insurance Provision:** The Contractor'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 Contractor's insurance and shall not contribute with it.

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

H. **Verification of Coverage:** The Contractor 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 Contractor **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' 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 Contractor'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 Contractor 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.**

I. **Subcontractors' Insurance:** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. **Notice of Cancellation:** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

K. **Failure to Maintain Insurance:** Failure on the part of the Contractor 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 Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

19. Acceptance. Contractor acknowledges and agrees that these General Provisions 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 Contractor. These General Provisions supersede all conflicting or additional terms on any purchase order, quote, invoice, Contractor's website, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

20. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of $2,000 in 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.

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

22. Contractor 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 Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and Subcontractors during the performance of this Agreement.

23. 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.

24. The City's Right to Terminate Agreement.
A. **Termination for Default:** If the Contractor 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 Contractor 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 Contractor shall not be entitled to receive any further payments under the Agreement until the Scope of Services under this Agreement 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 Contractor. The Contractor 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 Contractor 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 Contractor 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.

25. Changes/Additional Work. The City may engage Contractor to perform services in addition to those listed in this Agreement, and Contractor 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 Contractor 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.

26. 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.

27. Covenant Against Contingent Fees. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, 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.

28. Disputes
A. **General:** Differences between the Contractor 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 Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor arising out of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Contractor 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.

29. <u>Force Majeure</u>. 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 Contractor shall have no recourse against the City.

30. <u>Governing Law</u>. 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.

31. <u>Compliance with Laws</u>. The Contractor 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, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. Contractor will follow all applicable laws and requirements for excavation and disposal of material.

32. <u>Severability.</u> 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.

33. <u>Survival of Contract Termination</u>. The provisions of the following paragraphs, the provisions of the non collusion affidavit, and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Indemnification / Hold Harmless; Disputes.

34. <u>Notices</u>. 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:	CONTRACTOR:
City of Anacortes Tiffany Matson 904 6th Street PO Box 547 Anacortes, WA 98221 contracts@anacorteswa.gov	VECA Electric & Technologies 3950 Hammer Drive, Suite 109 Bellingham, WA 98226 contracts@veca.com

APPENDIX A

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

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

City Council Agenda Bill

Meeting Date: November 12, 2024 **Agenda Item:** 5.d.

Agenda Item Title: Contract Award: WTP Security Cameras Project - Cabling Installation #24-280-WTR-001

Staff Contact(s): Andrew Rheaume, Terry Nemeth

Approved for Submittal to Council by	**Action Type**
Tiffany Matson Andrew Rheaume	Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of $57,372.29 to Veca Electric & Technologies to provide and install cabling for the city provided security cameras at the Anacortes Water Treatment Plant (WTP).

Background:

1. History: This project is to provide additional security at the WTP by installing a security camera system throughout the plant. As part of the overall project the City's Information Systems Department is in the process of procuring the security cameras for an estimated price of $15,000, for a total overall estimated project cost of $72,372.59.
2. Key Terms:
   - Contract is for a firm fixed price of $57,372.29.
   - The Contractor shall complete the work by May 16, 2025.
3. Competitive Bidding: In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements for a multi-trade public work project, and thus the Project Manager evaluated contractors and chose to contract with Veca Electric & Technologies.

Budget Impact:

Contractor	Veca Electric & Technologies
Contract Amount	$57,372.29
Earmarked Funds	$650,000.00

BARS #	401.740.594.34.63
Budget Amendment Required?	No
Start Date	Contract execution
End Date	5/16/2025

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-280-WTR-001 with Veca Electric & Technologies in the amount of $57,372.29 to perform the WTP Security Cameras Project - Cabling Installation.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):
1. 24-280-WTR-001

CONTRACT #24-280-WTR-001
AGREEMENT WITH
VECA ELECTRIC & TECHNOLOGIES

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Veca Electric & Technologies, a private contractor at 3950 Hammer Drive, Suite 109, Bellingham, WA 98226 (herein after referred to as "Contractor").

PROJECT
WTP Security Cameras Project – Cabling & Installation

1. **<u>Scope of Work:</u>** Contractor shall furnish all materials, equipment and labor to provide and install cabling for the city provided security cameras at the Anacortes Water Treatment Plant (WTP), 14489 River Bend Rd, Mount Vernon, WA 98273. Work is detailed in Exhibit A, which is attached hereto and incorporated by reference.

2. **<u>Contract Price:</u>** The Contractor will perform the scope of work above for a firm fixed price of **Fifty-Seven Thousand Three Hundred Seventy-Two Dollars and Twenty-Nine Cents ($57,372.29)**, which includes $4,543.29 in 8.6% sales tax. This includes all mobilization, demobilization, labor, materials, standard freight, and administrative overhead for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contactor will be retained.

3. **<u>Bonds:</u>** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.

4. **<u>Time of Completion:</u>** The Contractor shall complete the work by May 16, 2025.

5. **<u>Project Management</u>**. Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Mario Gonzalez, (360) 428-1598.

6. **<u>Contract Requirements:</u>** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies**. Forms Needed: 1) Proof of Insurance with <u>Additional Insured Endorsements</u>; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.

7. **<u>Contract Documents:</u>** The attached General Provisions and Exhibit A are included in this Contract Agreement.

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.

<u>Owner:</u>	**<u>Contractor:</u>**
City of Anacortes	VECA Electric & Technologies
______________________	______________________
Mayor	
______________________	______________________
Date	Date
	______________________
	Contractor License #

December 12, 2023

Anacortes Water Treatment Plant

Attn: Mario Gonzalez

Re: Anacortes Water Treatment Plant Camera Cabling & Installation

Revision Note- Removed Rigid Conduit & added EMT

Pricing

Thank you for the opportunity to participate in the above referenced project. The following is our Technology Pricing.

Cameras- COMM Dept. Bid Value (With Qty-3 Wall Mount Racks Added) **$44,756.00**
Service Dept. Base Bid Value $8,073.00
Cameras Base Bid Value.. $52,829.00

Bid Basis

This proposal is based on the walkthrough and documentation as indicated in the scope of work below.

Walkthrough with Mario Gonzalez

All work will be performed during normal daytime working hours unless noted otherwise in the scope of work. Normal daytime hours are between 7:00AM – 3:30PM.

Scope of Work

Administration Building

- Provide and Install J-Hook/beam clamp pathways for Cat6 cabling.
- Provide and install Cat6 station cabling to (1) Camera locations
- Install (1) customer provided cameras (at server location)
- Test and label all Cat6 Cables with Fluke DSX-5000

Chemical Building

- Provide and Install J-Hook/beam clamp pathways for Cat6 cabling.
- Provide and install Cat6 station cabling to (3) Camera locations (Gate, SE Corner, & Delivery)
- Install (3) customer provided cameras
- Provide and install [1] Door King gate keypad, with updated camera

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www.veca.com • 360-594-4301 • 800-974-VECA • Fax 360-752-0963

- Provide and install new 24-port patch panel
- Provide and install [1] wall mount data enclosure with horizontal wire managers & grounding kit
- Test and label all Cat6 Cables with Fluke DSX-5000

High Service Pump Station

- Provide and Install J-Hook/beam clamp pathways for Cat6 cabling.
- Provide and install Cat6 station cabling to (2) Camera locations
- Install (2) customer provided cameras
- Provide and install Cat6 cabling for [1] point to point antenna facing N light pole
- Install (1) customer provided point to point antenna
- Provide and install [1] new 24-port patch panel at new switch location
- Provide and install [1] wall mount data enclosure with horizontal wire managers & grounding kit
- Test and label all Cat6 Cables with Fluke DSX-5000
- Provide and install EMT conduit pathways for Camera & Point to Point cabling

Light Pole Camera

- Provide and install [1] 12*12 vented NEMA enclosure for switch and duplex housing.
- Provide and install 110v duplex in NEMA enclosure to power switch
- Install (1) customer provided point to point antenna
- Install (2) customer provided cameras

Power Plant Gate Camera

- Provide and Install J-Hook/beam clamp pathways for Cat6 cabling.
- Provide and install Cat6 station cabling to (1) Camera locations
- Install (1) customer provided cameras
- Provide and install [1] Door King gate keypad, with updated camera
- Provide and install [1] wall mount data enclosure with horizontal wire managers & grounding kit
- Provide and install [1] 24 Port Patch Panel
- Install (2) customer provided cameras
- Provide and install EMT conduit pathways for Camera cabling

Generator Building/Tank Camera

- Provide and Install J-Hook/beam clamp pathways for Cat6 cabling.
- Provide and install Cat6 station cabling to (1) Camera locations (looking at perimeter fence)
- Install (1) customer provided cameras
- Provide and install [1] wall mount data enclosure with horizontal wire managers & grounding kit
- Provide and install [1] 24 Port Patch Panel
- Install (1) customer provided cameras
- Provide and install EMT conduit pathways for Camera cabling

Exclusions & Clarifications

The following is not included in our proposal:

- Electrical plan review and associated fees
- All interface to existing building systems unless specifically identified in project documents or noted above
- Cost of Bond
- Proposal does not include lift rental fees
- Demo and make safe
- Active components including, but not limited to network equipment including any switches in the IDF and at the workstation clusters, AV Equipment, Telecommunication Equipment, Servers & accessories, Temporary Services, UPS and battery
- Electrical scope of work including, but not limited to Electrical outlets, Floor boxes, Conduits, mud rings, junction boxes, flexible tubing, Poke-thru devices, Hilti speed sleeves, conduit waterfalls, misc. pathway accessories, Power distribution units and power strips, Power supplies, extending telecommunication ground system to building ground support systems
- Core holes and X-ray services
- Procurement of Wireless Access Points
- Audio Visual Scope of Work including, but not limited to LCD Televisions, flat screen monitors, mounting accessories, AV cabling (Coax, VGA, HDMI, speakers & etc.)
- Access Control and CCTV equipment, installation or commissioning
- Fire treated backing/blocking for wall mounted flat screen monitors
- Electronic schedulers
- Any make-ready work for the customer provided materials & equipment
- Unforeseen or hidden conditions
- Cutting and patching of existing walls, ceilings, concrete and asphalt and core drills
- Painting
- Overtime
- Plywood backboards
- Asbestos Abatement
- We have excluded any costs associated with the CDC or other Government Health Related protocols
- Disposal of construction debris
- Any construction activities not clearly defined in our scope of work
- Price increases on materials due to the volatile market; prices on materials not secured by an executed contract and approved submittals, released, and shipped will be equitably adjusted by change order in accordance with the procedures of the contract documents.
- Washington State Material/Use/Sales Tax
- VECA takes checks or credit cards (CC Fee of 3.5% for total invoice)

1. <u>WASHINGTON STATE PREVAILING WAGES</u>: Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I) (*ONE (1) filed per contractor and each subcontractor per contract*). Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I (*ONE (1) filed per contractor and each subcontractor per contract*). L&I provides the wage forms. ***All costs associated with such fees shall be included in the Contract price as part of the fixed costs of overhead for this Contract, including any anticipated subcontractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount. The City will only pay for the <u>actual cost charged by L&I</u> for the filing of the intent and affidavit.***

For contracts in excess of $10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of *Intent to Pay Prevailing Wages* approved by L&I and the address and phone number of the Industrial Statistician where complaints or inquires may be made. The City will refer any dispute regarding the prevailing rate of wage to L&I for arbitration.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: https://secure.lni.wa.gov/wagelookup/. The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 904 6th Street, Anacortes, WA. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

At least once a month Contractor must file weekly certified payroll reports online with the Washington Department of Labor and Industries as required by RCW 39.12.120.

2. <u>Performance and Payment Bonds.</u> The City is required by RCW 39.08.010, with limited exceptions, to obtain both a Performance and a Payment bond for each public works project. The City requires separate Performance and Payment bonds for 100% of the contract amount furnished on bond forms standardized by the City Attorney's office. The bonds must meet the following provisions:

- Be for the full amount of the project, including tax.
- Name City of Anacortes as the obligee.
- List the correct Project Name and Project Number.
- Be signed by both the surety (the Attorney in Fact) and the Contractor.
- Be issued by a surety authorized to do business in the State of Washington (listed on the Insurance Commissioners website) and which meets the AM Best Rating required in the Contract Documents. If no requirement exists, a minimum of AM Best Rating A-7 or better will be required.

Release of Bonds - Bonds will not be released until the project has been completed and finally accepted.

Performance Bonds – Performance Bonds will be released at the end of the warranty period or twelve months after the date of final acceptance, whichever is later. The City may at its option release the bond once all the conditions of RCW 39.08.010-1a have been discharged.

Payment Bonds – Payment Bonds will be released either 45 days after final acceptance of the project or upon receipt of releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries, whichever is later. Release is contingent on the fact that no claims against the bond have been filed prior to the 45 day mark. If claims have been filed against the bond, it will not be released until the claims have been resolved.

Exceptions – On projects $150,000 and under, the Contractor can, in lieu of providing a performance and payment bond, request to have the City withhold 10% of monies earned on the project for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. This exception is dependent on pre-approval by the City Attorney, and the City reserves the right to reject requests to waive the bond requirements.

3. <u>Retainage.</u> Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. The Contractor may elect to execute a Retainage Bond. The bond must be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State. Retainage will be released 45 days after Final Acceptance, provided that the following has occurred:

a. All liens placed against the project have been released.
b. For projects over $35,000, releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries have been received.

Note: If the City has approved the Contractor's request to waive the bond requirements, the City will withhold a total of 10% of the monies earned for a period of 30 days after Final Acceptance of the completed work, or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Securities Department, and the Washington Department of Labor and Industries, and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Final Acceptance. Final Acceptance is defined as the date on which the City accepts the Work as complete, as indicated by notice issued by the City. For the purposes of the retainage statute (RCW 60.28.011), "completion of all contract work" is the same as the date of Final Acceptance. The following events must occur before the City will issue Final Acceptance:

a. The physical Work on the project must be complete and accepted by the Project Manager; and
b. The Contractor must submit to the City, and secure City approval of, all documentation required by the Contract and required by law, including but not limited to:
    i. Invoices for all Work;
    ii. Copies of the "Affidavit of Prevailing Wages Paid" as approved by L&I for the Contractor and all Subcontractors; and
    iii. Any additional documentation required by the Contract.

5. Penalties for Noncompliance. If Contractor does not provide "Affidavit of Prevailing Wages Paid" to the City, the City may withhold any or all payments until required documentation is received. In addition, failure to provide "Intent to Pay Prevailing Wage" or "Affidavit of Wages Paid" may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

6. Subcontracts. The Contractor shall not subcontract the Scope of Work ("Work") unless the Project Manger approves in writing. If the Project Manager requests, the Contractor 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 Contractor. 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 Contractor of any responsibility to carry out the Contract,
b. Relieve the Contractor of any obligations or liability under the Contract and the Contractor's bond,
c. Create any contract between the City and the Subcontractor, or
d. Convey to the Subcontractor any rights against the City.

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. Contractor remains fully responsible for obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services, and functions were performed by Contractor's employees, and for purposes of the Agreement such work will be deemed work performed by Contractor. The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor 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 Contractor shall comply with this request at once and shall not employ the Subcontractor for any further Work under the Contract.

7. Job Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall comply with all applicable federal, State, local laws, ordinances, and regulations, as may be amended, for the safety of persons or property while performing any work under the Contract and for the handling and disposal of all hazardous wastes. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to: the Washington Industrial Safety and Health Act of 1973 (WISHA); the federal Occupational Safety and Health Acts of 1970 (OSHA); the Resource Conservation and Recovery Act; the Washington Hazardous Waste Management Act; the Department of Labor & Industries; Washington Administrative Code (WAC); the Environmental Protection Agency; and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes, The Contractor and its subcontractors of any tier shall also comply with all current and future executive proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State and Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects. Contractor further agrees to indemnify and hold harmless City from damages assessed against City because of Contractor's failure to comply with the Acts and the standards issued thereunder.

8. Chemical Hazard Safety

a. **Employer Chemical Hazard Communication Rule:** WAC 296-800-170 requires all employers in Washington State to inform and train their employees on the hazards of chemicals in the workplace or in foreseeable emergencies. For purposes of performance under this Contract, any toxic substance that may be harmful to the end user while being used or stored on City property must:

   i. Be properly labeled with the: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party.
   ii. Be accompanied by a Safety Data Sheet (SDS) which shall be provided to the City Project Manager, or designee. Copies of the Contractor's SDS inventory shall also be located where chemicals are stored.

b. Contractor shall not introduce or use any new product without the express written permission of the City Project Manager. Contractor shall request permission to use new substances by providing an SDS sheet or label data for all proposed chemicals, and an explanation as to the purpose of the chemical application, method of application, and intended schedule of application. If new products are approved for use, then they shall be:
   i. Restricted in their applications so as to meet current and local law;
   ii. Mixed and otherwise handled where an accidental spill will not enter surface or ground water and will not contaminate the soil.

c. In any emergency affecting the safety of persons or property, Contractor shall act, at their discretion, to prevent threatened injury, damage, or loss. The City's Project Manager has full authority to stop work they deem a safety risk.

9. Taxes. The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor'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.

10. Invoicing. All invoices shall at a minimum include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, **Agreement Number,** and Price. The Contractor must allow 30 calendar days from receipt of the invoice for payment. ***If requested by the City the Contractor shall provide a cost breakdown of charges.*** Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor 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.

11. Withholding Payment. In the event the City determines that the Contractor 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 Contractor 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 Contractor to terminate or damages, provided that the City promptly gives notice in writing to the Contractor 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 Contractor 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 Contractor 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 Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the City under this clause.

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

13. Required Use of Finished Compost Product. If the project includes the use of a product created with "composted material" as defined in RCW 70A.205.015(3) the Contractor must purchase finished compost products from entities that: 1) produce compost locally within Skagit County; 2) are certified by a nationally recognized organization; 3) are permitted by the local health jurisdiction; and 4) produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology. The Contractor will obtain pre-approval from the PM of the proposed compost material vendor and will submit receipts with their invoice(s).

14. Inspection.

A. **Of the Work:** All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. **Project Manager's Authority**: The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the City Attorney whose decision shall be final. The Contract shall be carried out under the general control of the representative of the City administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in their opinion, to safeguard the interest of the City. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Contractor of their obligations or responsibilities under the Contract.

15. New and Unused. All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production and shall meet any current applicable regulations and/or codes. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

16. Warranty. The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work, including any necessary labor and materials. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving City's written notice of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. For one year after acceptance of any corrections by the City the Contractor shall be responsible for correcting all defects in workmanship and materials in the corrected work. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or impact any other legal rights or remedies of the City.

17. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

18. Insurance.

A.**Insurance Term:** The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation:** The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance:** The Contactor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. **Minimum Amounts of Insurance:** The Contractor 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, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

E. **City Full Availability of Contractor Limits:** If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. **Other Insurance Provision:** The Contractor'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 Contractor's insurance and shall not contribute with it.

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

H. **Verification of Coverage:** The Contractor 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 Contractor **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' 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 Contractor'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 Contractor 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.**

I. **Subcontractors' Insurance:** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. **Notice of Cancellation:** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

K. **Failure to Maintain Insurance:** Failure on the part of the Contractor 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 Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

19. Acceptance. Contractor acknowledges and agrees that these General Provisions 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 Contractor. These General Provisions supersede all conflicting or additional terms on any purchase order, quote, invoice, Contractor's website, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

20. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of $2,000 in 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.

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

22. <u>Contractor is an Independent Contractor</u>. The parties intend that an independent Contractor relationship will be created by this Agreement. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and Subcontractors during the performance of this Agreement.

23. <u>No Third-Party Beneficiary Rights</u>. 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.

24. <u>The City's Right to Terminate Agreement.</u>

A. **Termination for Default:** If the Contractor 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 Contractor 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 Contractor shall not be entitled to receive any further payments under the Agreement until the Scope of Services under this Agreement 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 Contractor. The Contractor 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 Contractor 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 Contractor 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.

25. <u>Changes/Additional Work</u>. The City may engage Contractor to perform services in addition to those listed in this Agreement, and Contractor 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 Contractor 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.

26. <u>Non-waiver</u>. 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.

27. <u>Covenant Against Contingent Fees</u>. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, 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.

28. <u>Disputes</u>

A. **General:** Differences between the Contractor 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 Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor arising out of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Contractor 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.

29. 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 Contractor shall have no recourse against the City.

30. 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.

31. Compliance with Laws. The Contractor 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, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. Contractor will follow all applicable laws and requirements for excavation and disposal of material.

32. 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.

33. Survival of Contract Termination. The provisions of the following paragraphs, the provisions of the non collusion affidavit, and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Indemnification / Hold Harmless; Disputes.

34. 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:	CONTRACTOR:
City of Anacortes Tiffany Matson 904 6th Street PO Box 547 Anacortes, WA 98221 contracts@anacorteswa.gov	VECA Electric & Technologies 3950 Hammer Drive, Suite 109 Bellingham, WA 98226 contracts@veca.com

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:

<u>Pertinent Non-Discrimination Authorities</u>:

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

City Council Agenda Bill

Meeting Date: November 12, 2024 **Agenda Item:** 6.a.

Agenda Item Title: Community Action of Skagit County

Staff Contact(s): John Coleman

Approved for Submittal to Council by	**Action Type**
Greg Francioch John Coleman	Presentation

Item Summary: Dulce Vazquez-Cruz, Resource Center Manager at Community Action will present an update on 2nd and 3rd quarter activities of the Anacortes Resource Center and Sandi Phinney, Chief Strategy Officer, will brief the council on their 2025 plans.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Anacortes City Council Q2&3 November 2024 Presentation

Community Action OF SKAGIT COUNTY

Anacortes City Council

November 12, 2024

Dulce Vazquez-Cruz, Resource Centers Manager

Sandi Phinney, Chief Strategy Officer

The heart of Community Action is creating a spirit of hope by helping people help themselves and each other.

Progress & Updates

- Dulce Vazquez-Cruz, Resource Center Manager
  - Staff updates!
  - An Anacortes Success Story
  - We have 5 amazing volunteers that help with greeting clients and answering our phones
  - Staff continue to plan for rotating schedule of other programs & services, including WIC, supportive employment, senior and disabled services, & energy assistance
- Data Update

Dianna Plourde
Resource Coordinator
2 years experience in MV Resource Center

Services to Anacortes Residents:

Service	# of Services	Unduplicated People
TOTAL PP	**786**	**628**
Commodity Senior Food Program	95	
WIC	15	
Street Outreach Program	64	
Critical Need (Food, Hygiene, etc)	36	
Energy and Utility Assistance	219	
Foundational Community Supports (case management/Care Coordination) services	135	
Employment	10	
Information and Referral	38	
Yardwork, Housework, Shopping	47	

Services Q1-3:

From January through September, the following number of unduplicated residents have been served:

- **NEW: 16** have received “Care Coordination” services
- **NEW: 36** have been served by the Street Outreach Program
- **628** Anacortes residents received assistance from a Resource Center (directly in the Anacortes Resource Center, **115** in from Jan- Sept)
- **219** received Energy Assistance
- **47** received senior or disabled volunteer services

2024 Impact Report

Some Anacortes Client Demographics:

- 51.5% at 100% of the Fed Poverty Line
- 32.4% Seniors
- 24.0% Disabled
- 3.5% Veterans
- 7.5 % Hispanic/Latino
- 2.5% American Indian/Alaska Native
- 20% homeowners, 22% unhoused, 44% renters

www.communityactionskagit.org/your-impact/

Stabilizing Lives

Service Area

Anacortes Resource Center is a partnership with the City of Anacortes. People can access all the same resources available in Mount Vernon without having to go off-island.

Robert M. Gates Skagit Vets Connect is a partnership with Skagit County Public Health, the U.S. Veterans Administration, and the Washington Department of Veterans Affairs.

Mount Vernon Resource Center is a partnership with the City of Mount Vernon.

Skagit Food Distribution Center

Family Development Center is a family shelter with 10 apartments and a partnership with Skagit County.

East County Resource Center & Concrete Community Center is a partnership with Skagit County, and the Town of Concrete. The Concrete Meal Program is made possible by funding from Skagit County Public Health.

In 2023, Community Action served the following # of people per area:

- 1,201 Anacortes
- 943 East County
- 2,500 Burlington
- 2,452 Sedro-Woolley
- 7,755 Mount Vernon

...and of those people served

- 355 were vets
- 2,593 were unhoused people
- 2,259 were seniors
- 2,788 had disabilities
- 8,004 were part of families or multigenerational households

Community Needs Assessment

The CNA includes: county and agency demographic info, needs analysis domains of poverty (the social determinants of health, customer input and quotes, input from staff and community partners, and recommendations.

Findings of Key Needs from Surveys and Reports:
- Affordable Housing and Shelter Options
- Access to Mental and Behavioral Health
- Family Sustaining Jobs and Affordable Childcare

Key Findings Related to Systems:
- Better Equity and Access to Services
- More Respect and Dignity for people and undervalued communities
- More Coordinated Information about Resources

Important to Keep on the Radar:
- Food Access

Request for Support

Our vision is a community in which everyone works together to end poverty in Skagit County

In 2023, Community Action of Skagit County served 43,733 people.

With supporters and partners, Community Action staff helped seniors stay in their homes, veterans connect to the benefits they earned serving our country, young families access nutrition and developmental support for their babies, and under-resourced jobseekers re-enter the workforce with more skills and tools for success.

Each individual and family has their own path to stability and success. With caring Community Action staff who provide immediate relief and long-term support, the road is navigable and achievable.

Our mission is to stabilize lives, equip people for success and build a stronger more equitable Skagit County

Stabilizing lives: The first step on the path to stability for unhoused, financially burdened, and food-insecure Skagit residents needing immediate help is at Community Action's Resource Centers. Individuals can meet a staff member in person, online, or via phone. Staff also reach out in places wherever people may be suffering — on the streets, in the woods, or in unfit living situations.

Equipping people for success: Once people achieve stability, they can take another step. Secure employment and income make it possible for clients to provide for their families, open doors to better educational and employment opportunities, and ultimately give back to the communities where they live and work.

Building a stronger more equitable Skagit County: We can change systems so all Skagit residents can thrive through proven strategies, constant collaboration, assessment of results, and ensuring access for people with barriers.

Thank you to the City of Anacortes

We would like to request continued support this year at the same level requested last year for:

- The Anacortes Resource Center
- Food Boxes for Seniors in Anacortes (delivered through the FDC's food box program)
- Support for Senior and Disabled Volunteer Services

How to Help:
Help Us Get the Word Out!

You can:

- Tell friends and family about our presence and help spread the word. For services: Anacortes@CommunityActionSkagit.org

- Donate to Community Action with a designation that it is to support services in Anacortes.

- Invite someone from Community Action to talk at a service club or event.

- Volunteer to be a driver or do yard work or in-home care for seniors and those with disabilities.

Questions?

www.CommunityActionSkagit.org

(360) 416-7585

DulceVC@CommunityActionSkagit.org

City Council Agenda Bill

Meeting Date: November 12, 2024 **Agenda Item:** 6.b.

Agenda Item Title: Anacortes Alerts - Mass Notification System

Staff Contact(s): Emily Schuh

Approved for Submittal to Council by	**Action Type**
Emily Schuh Emily Schuh	Announcement

Item Summary: Anacortes implemented a mass notification system that enables the City to send important messages simultaneously to the community. The system is able to efficiently disseminate critical information, including emergency alerts, public safety announcements, community updates, and other time-sensitive communications through phone calls, text messages, website and social media updates simultaneously. This presentation will help inform residents about how to sign up for the alerts.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Mass Notification Council Presentation

Introduction to City’s New Mass Notification System

- City Council Presentation
- November 12, 2024

GOALS

- ▶Improve the Resident Experience
- ▶Streamline Communication
- ▶Align to Support Community Engagement

How Does it Work

Anacortes uses the CivicPlus Mass Notification System to send emergency alerts and other notifications.

Subscribers can register to receive emergency alerts and other notifications via phone calls, text messages, and/or email.

Option 1 to Subscribe: Set up an Online Account

Create an account to personalize your alert subscription
www.anacorteswa.gov/1719/Alerts-Notifications

Subscribers can register to receive emergency alerts and other notifications via phone call, text message, and/or email.

VOICE CALLS ARE SENT FROM 360-585-0390 and can be sent to landlines or cell phones.

Option 2 to Subscribe: Text Keyword

- To subscribe for text messages only, TEXT the keyword to 38276.

Option 2 to Subscribe: Text Keyword

▶To subscribe for text messages only,

TEXT the keyword to **38276**.

AnacortesCompPlan

AnacortesCouncil

AnacortesEmergencyAlert

AnacortesEvents

AnacortesFiberInternet

AnacortesFire

AnacortesLandUse

AnacortesMeetings

Option 2 to Subscribe: Text Keyword

- To subscribe for text messages only,

TEXT the keyword to **38276**.

AnacortesParks

AnacortesPCED

AnacortesPlannning

AnacortesPolice

AnacortesPublicWorks

AnacortesStreets

AnacortesWater

Planacortes

myAlerts

Konexus, Inc.

GET IT ON Google Play

Download on the App Store

Available on Mobile Apps

Notify Me

- Stay up-to-date with general news and information from the City of Anacortes by subscribing to Notify Me email and text notifications.
- By signing up, you can receive automatic notifications for:
  - Bid Postings
  - Calendars
  - Employment Opportunities

Mass Notification System

City Council Agenda Bill

Meeting Date: November 12, 2024 **Agenda Item:** 6.c.

Agenda Item Title: Ordinance 4091: ACCESS Anacortes Fiber Internet Limited Tax General Obligation Bond Issue

Staff Contact(s): Steve Hoglund, Emily Schuh

Approved for Submittal to Council by	**Action Type**
Greg Francioch Emily Schuh Darcy Swetnam Steve Hoglund	Ordinance

Item Summary: The City is working with underwriters Piper Sandler & Co and bond counsel Stradling Yocca & Rauth in preparation of a limited tax general obligation bond to finance the City's fiberoptic network infrastructure construction with an amount not to exceed $13,500,000.
Timeframe
November 4, 2024 First Reading of Bond Ordinance
November 12, 2024 Proposed City Council Adoption of Bond Ordinance
December 4, 2024 Bond Pricing and Signing of Bond Purchase Agreement
December 18, 2024 Bond Closing and Delivery of Bond Proceeds

Budget Impact:
The bond proceeds will be utilized to repay the general fund and interfund loans, and to meet the remaining construction costs for the project.

Previous Action: First read of the ordinance at the November 4th meeting.

Recommended Motion: I move to adopt Ordinance 4091 in preparation of a limited tax general obligation bond to finance the City's fiberoptic network infrastructure construction with an amount not to exceed $13,500,000.

Alternative Actions: N/A

Attachments (listed in order presented):
1. Anacortes-LTGO 2024-Bond Ordinance, 4867-2521-8025_5

2. Bond Presentation to City Council 20241112

CITY OF ANACORTES, WASHINGTON

ORDINANCE NO. 4091

AN ORDINANCE relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed $13,500,000 aggregate principal amount of limited tax general obligation bonds in one or more series to provide funds (i) to pay for or reimburse a portion of the costs related to designing and constructing extensions to and improvements to the City's fiber optic network for the purpose of supporting City services and other municipal and public purposes; (ii) to pay interest on the Bonds through December 31, 2025; and (iii) to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the Bond Sale Terms of the sale of each series of the bonds; and providing for other related matters.

Passed November 12, 2024

This document prepared by

STRADLING YOCCA CARLSON & RAUTH LLP
Seattle, Washington
(206) 829-3000

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**The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF ANACORTES, WASHINGTON

ORDINANCE NO. 4091

AN ORDINANCE relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed $13,500,000 aggregate principal amount of limited tax general obligation bonds in one or more series to provide funds (i) to pay for or reimburse a portion of the costs related to designing and constructing extensions to and improvements to the City's fiber optic network for the purpose of supporting City services and other municipal and public purposes; (ii) to pay interest on the Bonds through December 31, 2025; and (iii) to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the Bond Sale Terms of the sale of each series of the bonds; and providing for other related matters.

NOW THEREFORE, the City Council of the City of Anacortes, Washington (the "City"), does ordain as follows:

Section 1. Recitals and Findings. The City Council makes the findings and determinations set forth below. Capitalized terms that are not defined have the meanings given in Section 2 of this ordinance.

(a) *Municipal Fiberoptic Network Services*. The City currently owns and operates a fiberoptic network that serves the City's utility operations, public safety operations, and other City and public agency services. The City finds that it is necessary to extend and improve that system in order to enhance other utility operations and public safety operations. The extension and improvement of the City's existing fiber network creates excess capacity that is used to provide access to high speed internet and other telecommunications services to municipal, business, and residential customers; capacity for accommodating expanding technologies and demand; and intergovernmental coordination and services, including educational and health institutions.

(b) *Description of Fiber Network Services*. Pursuant to chapter 13.56 of the Anacortes Municipal Code and applicable state law, the City previously established its Municipal Fiberoptic Network Services to maintain and operate its high speed fiberoptic network in a manner that is intended to satisfy the City's ongoing need for a cost-effective fiberoptic system to support City services; to ensure cost-effective telecommunications services continue to be available to municipal, business, and residential customers; to operate, manage, and maintain telecommunications facilities owned by the City in the right-of-way up to the point of delivery to municipal, business, and residential customers; to manage and regulate competing demands for the use of the public right-of-way by minimizing the installation of duplicative communications lines and facilities on, over or under the public right-of-way; to provide for the operation, management and maintenance of the City's network; and to own and operate the telecommunications facilities.

(c) *Fiber Network Services Plan*. The City adopted Resolution 2013 on May 29, 2018 concerning the development of a Fiber-Optic-Based Internet Network, which provided a strategic plan for the development of the City's fiberoptic network. The City is now in need of funds to pay for the construction of the of the fiberoptic system operated by the City (the "Project"). The City needs financing for the Project, the estimated total cost of which is more than $22 million, and the City does not have available sufficient funds to pay the full cost of the Project. The City Council therefore finds that it is in the best interests of the City to issue the Bonds authorized by this ordinance to provide the funds needed to complete the Project.

(d) *Plan of Financing*. The City Council finds it necessary and advisable that the City issue and sell limited tax general obligation bonds in a principal amount not to exceed $13,500,000 for the purpose of providing financing to construct and improve the City's fiberoptic network infrastructure. Pursuant to applicable law, including without limitation chapters 35.37, 39.36 and 39.46 RCW, the City is authorized to issue general obligation debt for the purposes described herein.

(e) *Issuance of the Bonds*. For the purpose of providing the funds necessary to complete the Project, reimburse the short-term interfund loan previously issued to allow continued construction on the Project, pay interest through December 31, 2025, and pay the costs of issuance and sale of the Bonds, the City Council finds that it is in the best interests of the City and its taxpayers to issue the Bonds described in this ordinance pursuant to Bond Sale Terms to be approved by the City's Designated Representative consistent with the parameters set forth in this ordinance.

(f) *Debt Capacity*. The maximum amount of indebtedness authorized by this ordinance for the Project is $13,500,000, which is to be issued within the amount permitted to be issued by the City for general municipal purposes without a vote, in accordance with the following:

(i) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for collection in the calendar year 2024 is $6,257,125,354.

(ii) The City currently has no limited tax general obligation indebtedness, consisting of bonds, notes, and financing leases outstanding incurred within the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote.

(iii) The City currently has no unlimited tax general obligation indebtedness outstanding, which is permitted to be incurred for capital purposes only, with the approval of the requisite proportion of the City's qualified voters at an election meeting the minimum turnout requirements, within the limits of: up to 2½% of the value of the taxable property within the City for general municipal purposes (when combined with the outstanding limited tax general obligation indebtedness); 2½% for utility purposes; and 2½% for open space, parks and economic development purposes.

Section 2. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) "*Authorized Denomination*" means $5,000 or any integral multiple thereof within a maturity of a Series, or such other minimum authorized denominations as may be specified by the Designated Representative in a Bond Purchase Agreement for a Series.

(b) "*Beneficial Owner*" means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(c) "*Bond*" means each bond issued pursuant to and for the purposes provided in this ordinance.

(d) "*Bond Counsel*" means the firm of Stradling Yocca Carlson & Rauth LLP, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(e) "*Bond Purchase Agreement*" means a written offer to purchase a Series of the Bonds pursuant to certain Bond Sale Terms, which offer has been accepted by the Designated Representative on behalf of the City, in accordance with this ordinance. In the case of a competitive sale, the official notice of sale, the Purchaser's bid and the award by the City shall constitute the Bond Purchase Agreement for purposes of this ordinance.

(f) "*Bond Register*" means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(g) "*Bond Registrar*" means the Fiscal Agent, or any successor bond registrar selected by the City.

(h) "*Bond Sale Terms*" means the terms and conditions for the sale of a Series of Bonds including, but not limited to the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants. The parameters for certain Bond Sale Terms are set forth in Exhibit A.

(i) "*Book-Entry Form*" means a fully registered form in which physical bond certificates are registered only in the name of the Securities Depository (or its nominee), as Registered Owner, with the physical bond certificates held by and immobilized in the custody of the Securities Depository (or its designee), where the system for recording and identifying the transfer of the ownership interests of the Beneficial Owners in those Bonds is neither maintained by nor the responsibility of the City or the Bond Registrar.

(j) "*Capitalized Interest Account*" means the account of that name created within the Debt Service Fund.

(k) "*City*" means the City of Anacortes, Washington, a code city duly organized and existing under the laws of the State.

(l) "*City Council*" means the legislative authority of the City, as duly and regularly constituted from time to time.

(m) "*Code*" means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(n) "*Continuing Disclosure Agreement*" means a written undertaking to provide continuing disclosure entered into pursuant to Section 14 of this ordinance with respect to a Series of Bonds, in substantially the form set forth in Exhibit B.

(o) "*DTC*" means The Depository Trust Company, New York, New York, or its nominee.

(p) "*Debt Service Fund*" means the means the general indebtedness fund of the City created for the payment of the principal of and interest on general obligations of the City, including the Bonds.

(q) "*Designated Representative*" means the officer of the City appointed in Section 4 of this ordinance to serve as the City's designated representative in accordance with RCW 39.46.040(2).

(r) "*Finance Director*" means the Finance Director or such other officer of the City who succeeds to substantially all of the responsibilities of that office.

(s) "*Fiscal Agent*" means the fiscal agent of the State, as the same may be designated by the State from time to time.

(t) "*Government Obligations*" means, unless otherwise limited in the Bond Purchase Agreement for a particular Series of the Bonds, any government obligation as that term is defined in RCW 39.53.010, as now in effect or as may hereafter be amended.

(u) "*Issue Date*" means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(v) "*Letter of Representations*" means the Blanket Issuer Letter of Representations between the City and DTC, substantially in the form on file with the City Clerk, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(w) "*MSRB*" means the Municipal Securities Rulemaking Board.

(x) *"Official Statement"* means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of a Series of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(y) "*Owner"* means, without distinction, the Registered Owner and the Beneficial Owner.

(z) "*Principal and Interest Account*" means the account of that name created in the Debt Service Fund.

(aa) *"Project"* means the design and construction of extensions of and improvements to the City's fiber optic network that serves the City's utility operations, public safety operations, and other City and public agency services with excess capacity to provide access to high-speed internet and other telecommunications services to municipal, business, and residential customers.

(bb) *"Project Fund"* means the General Fund of the City, or such other fund or account as may be designated or created by the Finance Director for the purpose of carrying out the Project.

(cc) "*Purchaser*" means Piper Sandler & Co. of Seattle, Washington, or such other corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a direct placement, underwriter in a negotiated sale or awarded as the successful bidder in a competitive sale of a Series of the Bonds.

(dd) "Rating *Agency*" means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(ee) "*Record Date*" means the Bond Registrar's close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar's close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9.

(ff) "*Registered Owner*" means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the Bonds are held in Book-Entry Form, Registered Owner shall mean the Securities Depository.

(gg) "*Rule 15c2-12*" means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(hh) "*SEC*" means the United States Securities and Exchange Commission.

(ii) "*Securities Depository*" means DTC, any successor thereto, any substitute securities depository selected by the City, or the nominee of any of the foregoing. Any successor or substitute Securities Depository must be qualified under applicable laws and regulations to provide the services proposed to be provided by it.

(jj) "*Series of the Bonds*" or "*Series*" means a series of the Bonds issued pursuant to this ordinance.

(kk) "*State*" means the State of Washington.

(ll) "*System of Registration*" means the system of registration for the City's bonds and other obligations set forth in Ordinance No. 1944 of the City.

(mm) "*Tax-Exempt Bond*" means any Bond, the interest on which is intended on the Issue Date to be excludable from gross income for federal income tax purposes.

(nn) "*Taxable Bond*" means any Bond, the interest on which is not intended on the Issue Date to be excludable from gross income for federal income tax purposes.

(oo) "*Term Bond*" means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement.

Section 3. <u>Authorization and Description of Bonds</u>. The City is authorized to borrow money on the credit of the City and issue negotiable limited tax general obligation bonds evidencing indebtedness, in one or more Series, in the maximum principal amount stated in Exhibit A, to provide funds necessary to (1) carry out the Project, (2) pay interest through December 31, 2025, and (3) pay the costs of issuance and sale of the Bonds. The Bonds may be issued in one or more Series, as Tax-

Exempt Bonds or Taxable Bonds, and may be combined with other general obligation bonds (including refunding bonds) authorized separately. The Bonds shall be designated limited tax general obligation bonds, shall be numbered separately, and shall have any name, year and series or other label as deemed necessary or appropriate by the Finance Director.

Section 4. Appointment of Designated Representative; Bond Sale Terms. The Finance Director is appointed to act as the Designated Representative of the City in connection with the issuance and sale of the Bonds in accordance with RCW 39.46.040 and this ordinance. The Designated Representative is authorized to approve, on behalf of the City, Bond Sale Terms for the sale of the Bonds in one or more Series, as Tax-Exempt Bonds or Taxable Bonds, and in connection with each such sale, to execute a Bond Purchase Agreement (or, in the case of a competitive sale, a Pricing Certificate) confirming the Bond Sale Terms and such related agreements as may be necessary or desirable, consistent with the parameters set forth in Exhibit A, which is attached and incorporated by this reference.Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds*. Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties*. Unless otherwise determined by the Finance Director, the Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange*. The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same Series, interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form*. Unless otherwise determined by the City's Designated Representative, the Bonds initially shall be issued and held fully immobilized in Book-Entry Form by the Securities Depository in accordance with the provisions of the Letter of Representations. Neither the City nor the Bond Registrar shall have any responsibility or obligation to participants of the Securities Depository or the persons for whom they act as nominees with respect to the Bonds regarding the accuracy of any records maintained by the Securities Depository or its participants of any amount in respect of principal of or interest on the Bonds, or any notice which is permitted or required to be given to Registered Owners hereunder (except such notice as is required to be given by the Bond Registrar to the Securities Depository). Registered ownership of a Bond initially held in Book-Entry Form, or any portion thereof, may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City or such substitute Securities Depository's successor; or (iii) to any person if the Bond is no longer held in Book-Entry Form.

If the Securities Depository resigns from its functions as depository, or upon a determination by the Finance Director to discontinue utilizing the then-current Securities Depository, the Finance Director may appoint a substitute Securities Depository. If the Securities Depository resigns from its functions as depository and no substitute Securities Depository can be obtained, or if the Finance Director determines not to utilize a Securities Depository, then the Bonds shall no longer be held in Book-Entry Form and ownership may be transferred only as provided herein.

Nothing herein shall prevent the Bond Sale Terms from providing that a Series of the Bonds shall be issued in certificated form without utilizing a Securities Depository, and that the Bonds of such Series shall be registered as of their Issue Date in the names of the Owners thereof, in which case ownership may be transferred only as provided herein.

(e) *Lost or Stolen Bonds*. In case any Bond shall be lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new bond or bonds of like amount, date, tenor, and effect to the Registered Owner(s) thereof upon the Registered Owner(s)' paying the expenses and charges of the City in connection therewith and upon filing with the Bond Registrar evidence satisfactory to the Bond Registrar that such bond or bonds were actually lost, stolen or destroyed and of Registered Ownership thereof, and upon furnishing the City with indemnity satisfactory to both.

Section 6. Pledge of Taxes. The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Bonds. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal*. Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication Required*. Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: *"Certificate of Authentication. This Bond is one of the fully registered City of Anacortes, Washington, Limited Tax General Obligation Bonds, 20__ [Series], described in the Bond Ordinance."* The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 8. Debt Service Fund; Manner of Payment; Failure to Pay.

(a) *Debt Service Fund*. The Debt Service Fund is hereby created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds and other limited tax general obligation bonds of the City. The principal of and interest on the Bonds shall be paid out of the Debt Service Fund. The Debt Service Fund shall be divided into a Principal and Interest Account and a Capitalized Interest Account. On the Issue Date, the City shall deposit the Bond proceeds allocated to pay interest on the Bonds (along with any other amounts in excess of the amounts needed to pay the costs of the Project and the costs of issuance of the Bonds, into the Capitalized Interest Account and shall use such funds to pay interest on the Bonds when due until exhausted. All revenues of the City allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Principal and Interest Account as necessary for the timely payment of amounts due with respect to the Bonds. Until needed to pay principal of and interest on the Bonds, the City may invest money in the Debt Service Fund temporarily in any legal investment, and the investment earnings shall be retained in the applicable account within the Debt Service Fund and used for the purposes of that account.

(b) *Manner of Payment*. Principal of and interest on each Bond shall be payable in lawful money of the United States of America on the dates and in the amounts as provided in the Bond Purchase Agreement applicable to that Series. No Bonds of any Series shall be subject to acceleration under any circumstances.

(1) *Bonds Held In Book-Entry Form*. Principal of and interest on each Bond held in Book-Entry Form shall be payable in the manner set forth in the Letter of Representations.

(2) *Bonds Not Held In Book-Entry Form*. Interest on each Bond not held in Book-Entry Form shall be payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. The City, however, is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received at least ten days prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not held in Book-Entry Form shall be payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar.

(c) *Failure To Pay Bonds*. If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Debt Service Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 9. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption*. All or some of the Bonds of any Series may be issued subject to redemption prior to their stated maturity dates at the option of the City at the times and on the terms set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A.

(b) *Mandatory Redemption*. All or some of the Bonds of any Series may be designated as Term Bonds, subject to mandatory redemption in principal installment payments, as set forth in the applicable Bond Purchase Agreement. If not redeemed or purchased at the City's option prior to maturity, Term Bonds (if any) must be redeemed, at a price equal to one hundred percent of the principal amount to be redeemed plus accrued interest, on the dates and in the years and principal amounts as set forth in the applicable Bond Purchase Agreement. If the City optionally redeems or purchases a Term Bond prior to maturity, the principal amount of that Term Bond so redeemed or purchased (irrespective of its redemption or purchase price) shall be credited against the remaining mandatory redemption installment payments in the manner as directed by the Finance Director. In the absence of direction by the Finance Director, credit shall be allocated to each mandatory redemption installment payment for that Bond on a *pro rata* basis.

(c) *Extraordinary Redemption Provisions*. All or some of the Bonds of any Series may be issued subject to extraordinary optional or extraordinary mandatory redemption prior to maturity, upon the occurrence of an extraordinary event, at the prices, in the principal amounts, and on the dates set forth in the applicable Bond Purchase Agreement.

(d) *Partial Redemption; Selection of Bonds for Redemption*. If fewer than all of the outstanding Bonds of a Series are to be redeemed at the option of the City, the Finance Director shall select the maturities of the applicable Series of Bonds to be redeemed. If less than all of the principal amount of a maturity of the selected Series is to be redeemed, if such Series is held in Book-Entry Form, the portion of such maturity to be redeemed shall be selected for redemption by the Securities Depository in accordance with the Letter of Representations, and if the Series is not then held in Book-Entry Form, the portion of such maturity to be redeemed shall be selected by the Bond Registrar randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(e) *Notice of Redemption.* Notice of an intended redemption of any Bond then in Book-Entry Form shall be given in accordance with the Letter of Representations. Unless otherwise set forth in the applicable Bond Purchase Agreement, the City must cause notice of any intended redemption of each Bond not in Book-Entry Form to be given not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner of each Bond to be redeemed at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be deemed to have been fulfilled when notice has been mailed as so provided, whether or not it is actually received by the Owner of any Bond, and may be waived by the Registered Owner of the Bond to be redeemed. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the

Continuing Disclosure Agreement), to each Rating Agency, and to such other persons and with such additional information as the Finance Director shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(f) *Rescission of Optional Redemption Notice*. In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time prior to the scheduled optional redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of optional redemption has been rescinded shall remain outstanding.

(g) *Effect of Redemption*. Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth in Section 9(f), or money sufficient to effect such redemption is not on deposit in the Debt Service Fund or in a trust account established to refund or defease the Bond.

(h) *Purchase of Bonds*. The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 10. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account"), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose. Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.Deposit and Use of Proceeds.

(a) *Project Fund*. The Project Fund has been previously created for the purpose of paying the costs of the Project and other capital improvements. On the Issue Date with respect to a Series of Bonds, proceeds received from the sale and delivery of such Series of Bonds shall be deposited into the Project Fund and used to pay or reimburse the City for costs of the Project. Until needed to pay such costs, the City may invest those proceeds temporarily in any legal investment, and the investment earnings shall be retained in the Project Fund and used for the purposes of that fund, except that earnings subject to a federal tax or rebate requirement (if applicable) may be withdrawn from the Project Fund and used for those tax or rebate purposes.

(b) *Costs of Issuance*. Pending their application to pay costs of issuance, bond proceeds may be deposited in the Project Fund for payment by the City.

Section 12. Tax Covenants. The Designated Representative is authorized to designate each Series of the Bonds as Tax-Exempt Bonds, Tax-Advantaged Bonds or Taxable Bonds. For purposes of the covenant below, the term Tax-Exempt Bonds shall include Tax-Advantaged Bonds, to the extent applicable. *Preservation of Tax Exemption for Interest on Tax-Exempt Bonds*. For each Series of the Bonds issued as Tax-Exempt Bonds, the City covenants that it will take all actions necessary to prevent interest on the Tax-Exempt Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Tax-Exempt Bonds or other funds of the City treated as proceeds of the Tax-Exempt Bonds that will cause interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes. The City also covenants that, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Tax-Exempt Bonds, it will take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Tax-Exempt Bonds.

(b) *Post-Issuance Compliance*. The Finance Director is authorized and directed to adopt and implement written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Tax-Exempt Bonds from being included in gross income for federal tax purposes.

(c) *Designation of Tax-Exempt Bonds as "Qualified Tax-Exempt Obligations*." The Designated Representative may designate any Series of the Bonds as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code, if the following conditions are met: (1) the Series does not constitute "private activity bonds" within the meaning of Section 141 of the Code; (2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Series is issued will not exceed $10,000,000; and (3) the amount of tax-exempt obligations, including the Series, designated by the City as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Series is issued does not exceed $10,000,000.

Section 13. Manner of Sale; Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds*. The Designated Representative is authorized to sell each Series of the Bonds by negotiated sale or private placement, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of a Series and accepting the Bond Sale Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Private Placement*. If the Designated Representative determines that a Series of the Bonds is to be sold by negotiated sale or private placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement for each Series of the Bonds shall set forth the Bond Sale Terms. The Designated Representative is authorized to execute the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Preparation, Execution and Delivery of the Bonds*. The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 14. Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement Deemed Final*. The Designated Representative shall review and, if acceptable to him or her, approve the preliminary Official Statement prepared in connection with each sale of a Series of the Bonds to the public or through a Purchaser as a placement agent. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement*. The City approves the preparation of a final Official Statement for each Series of the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of a Series of the Bonds.

(c) *Agreement to Provide Continuing Disclosure*. If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for a Series of the Bonds, the Designated Representative is authorized to execute a Continuing Disclosure Agreement for the benefit of holders of a Series of the Bonds in substantially the form attached as Exhibit B.

Section 15. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance without the consent of any Owners of the Bonds only for one or more of the following purposes: (1) to add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City; and (2) to cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of the Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 17. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.PASSED by the City Council of the City of Anacortes, Washington, at a regular open public meeting thereof on the _____ day of November, 2024, and signed in authentication of its passage this _____ day of November, 2024.

____
Mayor

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

____
Bond Counsel

Exhibit A

PARAMETERS FOR BOND SALE TERMS

(a)	Principal Amount.	The Bonds may be issued in one or more Series. The aggregate principal amount of the Bonds shall not exceed $13,500,000.
(b)	Date or Dates.	Each Bond shall be dated its Issue Date, as determined by the Designated Representative, which date may not be later than December 31, 2025.
(c)	Denominations, Name, etc.	The Bonds shall be issued in Authorized Denominations, shall be numbered separately in the manner and shall bear any name (including any additional series or other designation) as deemed necessary or appropriate by the Designated Representative.
(d)	Interest Rate(s).	Each Bond shall bear interest from its Issue Date or from the most recent date to which interest has been paid or duly provided for, whichever is later, unless otherwise provided in the Bond Purchase Agreement. One or more rates of interest shall be established for each maturity of each Series of the Bonds, which rate or rates may be fixed or variable. The true interest cost to the City for any Series of the Bonds may not exceed 5.50%.
(e)	Payment Dates.	Interest shall be payable on dates acceptable to the Designated Representative, which shall include payment at the maturity of each Bond, on any mandatory redemption date for Term Bonds, and on any other redemption date. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity and in mandatory redemption installments for Term Bonds on dates acceptable to the Designated Representative.
(f)	Maturities; Final Maturity.	The final maturity of the Bonds allocated to the Project shall mature no later than 30 years after the Issue Date.
(g)	Redemption Prior to Maturity.	The Designated Representative may approve in the Bond Purchase Agreement redemption provisions consistent with Section 9 and subject to the following: (1) Optional Redemption. Any Bond may be subject to optional redemption prior to its maturity. Any Bond that is subject to optional redemption prior to maturity must be callable on at least one or more date(s) occurring not more than 10½ years after the Issue Date, consistent with Section 9. (2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity in mandatory redemption installment payments of principal, consistent with Section 9.

		(3) Extraordinary Redemption. Any Bond may be subject to extraordinary optional redemption or extraordinary mandatory redemption upon the occurrence of an extraordinary event, as such event or events may be set forth in the Bond Purchase Agreement or other appropriate document, consistent with Section 9.
(h)	Price.	The purchase price for any Series of Bonds may not be less than 95% or more than 130% of the stated principal amount of that Series.
(i)	Other Terms and Conditions.	(1) Debt Capacity. A Series of the Bonds may not be issued if it would cause the indebtedness of the City to exceed the City's legal debt capacity on the Issue Date.
		(2) Expected Life of Capital Facilities. As of the Issue Date of each Series, the Designated Representative must find to his or her satisfaction that the average expected life of the capital facilities to be financed with the proceeds (or allocable share of proceeds) of that Series must exceed the weighted average maturity of such Series (or share thereof allocated to financing those capital facilities).
		(3) Additional Credit Enhancement, Terms, Conditions and Agreements. The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

Exhibit B

[Form of]
CONTINUING DISCLOSURE AGREEMENT

City of Anacortes, Washington
Limited Tax General Obligation Bonds, 2024

For the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the City of Anacortes, Washington (the "City"), makes the following written undertaking for the benefit of the Owners of the City's Limited Tax General Obligation Bonds, 2024.

Capitalized terms used but not defined below shall have the meanings given in Ordinance No. 4091 of the City (the "Bond Ordinance").

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the Municipal Securities Rulemaking Board ("MSRB"), in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

(i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) of this certificate ("annual financial information"). If audited financial statements are unavailable on or before the dates specified in paragraph (b), below, the timely filing of unaudited financial statements shall satisfy the requirements and filing deadlines set forth in paragraph (b), and the City agrees to file audited financial statements if and when they are otherwise prepared and available to the City.

(ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such "Bankruptcy Events" are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation (as such term is defined below) of the City, any of which reflect financial difficulties; and (16) incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation of the City, any of which affect security holders.

"Financial Obligation" means: (a) a debt obligation; (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b). The term "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12 and the issuer thereof has entered into a continuing disclosure undertaking for such municipal securities.

(iii) Timely notice of a failure by the City to provide required annual financial information on or before the dates specified in paragraph (b) below.

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):

(i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and when audited financial statements are prepared and available they will be provided; (2) principal amount of general obligation bonds outstanding at the end of the applicable fiscal year; (3) assessed valuation for that fiscal year; and (4) property tax levy amounts and rates for that fiscal year;

(ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 20__; and

(iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the Securities and Exchange Commission.

(c) Amendment of Continuing Disclosure Agreement. This Continuing Disclosure Agreement is subject to amendment after the primary offering of the Bonds without the consent of any Owner or holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, rating agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12, including: (i) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted; (ii) the undertaking, as amended, would have complied with the requirements of the rule at the time of the primary offering, after taking into account any amendments or interpretations of the rule, as well as any change in circumstances; and (iii) the amendment does not materially impair the interests of holders, as determined either by parties unaffiliated with the City (e.g., bond counsel or other counsel familiar with federal securities laws), or by approving vote of bondholders pursuant to the terms of the Bond Ordinance at the time of the amendment. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to this Continuing Disclosure Agreement and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Continuing Disclosure Agreement shall inure to the benefit of the City and the Beneficial Owner of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Continuing Disclosure Agreement. The City's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Continuing Disclosure Agreement shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Continuing Disclosure Agreement become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of nationally recognized Bond Counsel familiar with federal securities laws delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Continuing Disclosure Agreement. As soon as practicable after the City learns of any material failure to comply with this Continuing Disclosure Agreement, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Continuing Disclosure Agreement shall constitute a default in respect of the Bonds. The sole remedy of any Owner of a Bond shall be to take such actions as that Owner deems necessary, including seeking an order of specific performance from an appropriate court, to compel the City or other obligated person to comply with this Continuing Disclosure Agreement.

(g) Designation of Official Responsible to Administer Continuing Disclosure Agreement. The Finance Director or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Continuing Disclosure Agreement of the City in respect of the Bonds set forth in this section and in accordance with Rule 15c2-12, including, without limitation, the following actions:

(i) Preparing and filing the annual financial information undertaken to be provided;

(ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;

(iii) Determining whether any person other than the City is an "obligated person" within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person a Continuing Disclosure Agreement to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;

(iv) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Continuing Disclosure Agreement; and

(v) Effecting any necessary amendment of this Continuing Disclosure Agreement.

CERTIFICATION

I, the undersigned, City Clerk of the City of Anacortes, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. 4091 (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on November 12, 2024, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City's official newspaper, which publication date [is/was] ________, 2024.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: November 12, 2024.

CITY OF ANACORTES, WASHINGTON

____

City Clerk

4867-2521-8025v5/200668-0030

Fiber Financials & Financing

City Council Presentation
November 12, 2024

DEBT CAPACITY

	2024	2009
Tax Collection Year Assessed Valuation	$ 6,257,125,354	$ 3,024,858,417
Non-Voted Debt Capacity		
1.5% of Assessed Valuation	$ 93,856,880	$ 45,372,876
Outstanding Non-Voted General Obligation Debt	0	(2,140,000)
The Bonds (2)	(12,175,000)	--
Remaining Non-Voted Debt Capacity (2)	$ 81,681,880	$ 43,232,876
Percent of Non-Voted Debt Capacity Used	12.9%	4.7%
Voted and Non-Voted Debt Capacity		
2.5% of Assessed Valuation	$ 146,428,133	$ 75,621,460
Outstanding Voted General Obligation Debt	0	(4,740,000)
Outstanding Non-Voted General Obligation Debt and the Bonds (1)(2)	(12,175,000)	(2,140,000)
Remaining Voted and Non-Voted Debt Capacity (2)	$ 134,253,133	$ 68,741,460
Percent of Voted and Non-Voted Debt Capacity Used	8.3%	9.1%

(1) Includes the Bonds.
(2) Preliminary; subject to change.

BUSINESS PLAN GOALS

Deliver High Speed Residential and Business Internet Service at Competitive Prices Throughout the Community → Provide Excellent Customer Service → Achieve a Market Share of 35% or More → Pay for any Construction Liabilities (loans) with Subscriber Revenue → Achieve Payback On Construction Investment in 15-20 years → Become Cash Flow Positive in 2-3 years → Spur Local Business Development and Economic Growth

access
ANACORTES FIBER INTERNET

BUSINESS PLAN SUMMARY

access
ANACORTES FIBER INTERNET

- Build an in-house ISP
- Outsource or partner for work that we can't do in-house
- Focus on high-speed Internet service offering; investigate phone and TV partnerships
- Dark Fiber leases for additional revenue
- 1-year trial: 1000 buildings in low cost-to-construct neighborhoods
- If successful, expand throughout the City (aim for 3 year construction schedule)
- Staffing: 4 employees during trial, possibly expand to 6 or 7 after trial
- Business Goals: cash flow positive in year 1 or 2, construction ROI in 15 years
- 35% market share is key

DEMAND FOR SERVICE OVERVIEW

Residential	Count	Monthly Revenue	Commercial	Count	Monthly Revenue	Other Customers
100Mbps	751	$ 29,289.00	100Mbps	48	$ 4,272.00	$ 1,127.00
100Mbps managed	649	$ 31,801.00	100Mbps managed	52	$ 5,148.00	$ 1,156.25
1Gbps	574	$ 39,606.00	1Gbps	56	$ 8,344.00	$ 693.75
1Gbps managed	407	$ 32,153.00	1Gbps managed	21	$ 3,339.00	$ 462.50
One Static IP	5	$ 45.00	One Static IP	24	$ 216.00	$ 1,235.50
Five Static IPs	3	$ 60.00	Five Static IPs	19	$ 380.00	$ 310.50
Total:	**2381**	**$ 132,954.00**	**Total:**	**177**	**$ 21,699.00**	
Grand Total	**$159,638.50**					

	EDA	West End	Guemes View	AD HOC	Pilot Area	Total
Potential Customers	1815	2302	872	369	2273	**7631**
Sign-ups	880	1229	471	24	1323	**3927**
Take-Rate	48.5%	53.4%	54.0%	6.5%	58.2%	**51.5%**
In-Service	54	980	310	10	1204	**2558**
Percentage of Orders in Service	**6.1%**	**79.7%**	**65.8%**	**41.7%**	**91.0%**	

City Wide Potential Revenue:

Residential	Count	Monthly Revenue	Commercial	Count	Monthly Revenue
100Mbps	1137	$ 44,343.00	100Mbps	67	$ 5,963.00
100Mbps managed	951	$ 46,599.00	100Mbps managed	62	$ 6,138.00
1Gbps	918	$ 63,342.00	1Gbps	74	$ 11,026.00
1Gbps managed	688	$ 54,352.00	1Gbps managed	32	$ 5,088.00
Total:	**3694**	**$ 208,636.00**	Total:	**235**	**$ 28,215.00**
Grand Total	**$236,851.00**				

FINANCIAL SUMMARY

Network Construction Costs

stated in $ millions

Network construction, inception – Oct 2024	$18.5
Estimated network construction, Nov 2024 – Dec 2025	$3.5
Total estimated network construction, inception – Dec 2025	**$22.0**

Fiber Finances Overview 2025

ANACORTES FIBER INTERNET

2025 Financial Projections	
Revenue	$2,194,000
Operating Expenses	$1,487,000
Grant Proceeds	$225,000
Network Construction	$1,792,000
General Fund Draw	$860,000

Fiber Finances Overview 2026

2026 Financial Projections	
Revenue	$2,527,000
Operating Expenses	$1,427,000
Network Installations	$584,000
Debt Service	$762,000
General Fund Draw	$246,000

access
ANACORTES FIBER INTERNET

Fiber Finances Overview 2027

2027 Financial Projections	
Revenue	$2,735,000
Operating Expenses	$1,406,000
Network Installations	$345,000
Debt Service	$762,000
General Fund Contrib.	$222,000

ANACORTES FIBER INTERNET

Total Bond $12 M
Projected Proceeds Use

Repay CoA Interfund Loan	$6.95 M
CoA General Fund	$5.05 M
Total	$12.00 M

Bond Overview

City of Anacortes

Limited Tax General Obligation Bonds, 2024

Summary of Estimated Financing Results

Assumptions

- Total Project Amount: $12,000,000
- "AA" S&P rating
- Call Date and Price: December 1, 2034 @ par
- Maturities: December 1, 2026 – 2054
- Interest rates as of November 8, 2024

Par Amount	$12,500,000
Capitalized Interest thru 12/1/2025[1]	$520,223
Total Debt Service	$22,089,193
Average Annual Debt Service	$761,696
True Interest Cost (TIC)	4.24%
Costs of Issuance	$150,000

(1) Capitalized interest figures do not include offsetting interest earnings.

PIPER SANDLER

Discussion

access
ANACORTES FIBER INTERNET

City Council Agenda Bill

Meeting Date: November 12, 2024 **Agenda Item:** 6.d.

Agenda Item Title: Ordinance 4089: Setting the City's 2025 Property Tax Levy Increase

Staff Contact(s): Steve Hoglund

Approved for Submittal to Council by	Action Type
Greg Francioch Steve Hoglund Darcy Swetnam	Ordinance

Item Summary: Following the public hearing held October 7, 2024 as required by RCW 84.55.120, the City Council can increase the property tax levy by 1% if an ordinance is approved by a majority of its members. The regular property tax levy will also increase by the amount of new construction added to the tax rolls, which, at this time, is estimated to be $54,848 by Skagit County.

Budget Impact:
1% of the 2024 Property Tax levy is $84,055.

Previous Action: Public hearing on revenue sources on October 7, 2024.

Recommended Motion: I move to adopt ordinance 4089 setting the 2025 property tax levy increase.

Alternative Actions: Do not adopt, direct staff to rebalance budget without levy increase.

Attachments (listed in order presented):
1. Ord 4089 2025 1% Property Tax Increase

ORDINANCE NO. 4089

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANACORTES, SETTING THE CITY'S YEAR 2025 PROPERTY TAX REGULAR LEVY INCREASE

WHEREAS, the City Council of the City of Anacortes attest that the population of the City of Anacortes is more than ten thousand; and

WHEREAS, pursuant to RCW 35A.33.135, the City Council is required to determine and fix by ordinance the amount to be raised by ad valorem taxes; and

WHEREAS, pursuant to RCW 84.55.120 the City Council held a public hearing October 7, 2024, on the City's revenue sources for the 2025 current expense budget, which included consideration of a 1% property tax increase, and

WHEREAS, after the hearing and after duly considering all relevant evidence and testimony presented, the City Council has determined that the City of Anacortes requires an increase in property tax revenue from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in value of state-assessed property, in order to discharge the expected expenses and obligations of the City, and

WHEREAS, RCW 84.55.120 requires that the increase in the property tax levy over the prior year be stated both as to dollars and percentage.

NOW THEREFORE, the City of Anacortes does ordain:

Section 1: the City Council of the City of Anacortes does hereby fix and establish a regular property tax levy increase for 2025 in the amount of $84,055, which is a percentage increase of one percent (1%) from the previous year.

Section 2: Effective date. This Ordinance shall take effect from and after five (5) days after its passage and publication, as required by law.

ADOPTED, at the regular meeting of the City Council of the City of Anacortes, this 18th day of November 2024, by a majority of the members.

City of Anacortes, Washington

BY:

____

Matt Miller, Mayor

ATTEST:

____
Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

____
Darcy Swetnam, WSBA #40530
City Attorney

City Council Agenda Bill

Meeting Date: November 12, 2024 **Agenda Item:** 6.e.

Agenda Item Title: Resolution 3170: Countywide Planning Policies

Staff Contact(s): John Coleman

Approved for Submittal to Council by	**Action Type**
Greg Francioch John Coleman Steve Hoglund Darcy Swetnam	Resolution

Item Summary: As part of the Periodic GMA Comprehensive Plan update process, each jurisdiction must work in collaboration with the other jurisdictions in the county to plan for the next 20 years of regional growth and develop policies for how that growth should be managed. That work is largely done with assistance from the Skagit Council of Governments (SCOG), a voluntary organization of Skagit County governments whose purpose is to foster a cooperative effort in resolving problems, policies and plans that are common to the membership and region. Under SCOG, the county jurisdictions have created a mechanism to perform required Growth Management Act (GMA) related planning.

One of those GMA planning requirements is for Skagit County, and the cities within the county, to establish a process for coordinating regional planning work and to collaboratively develop, and administer, countywide planning policies (CPPs). These mandatory CPPs are intended to ensure consistency between the plans adopted by the counties and the plans adopted by the cities within them, and to ensure adequate coordination on important regional issues such as forecasting and allocating projected growth, making UGA sizing decisions, and coordinating regional transportation improvements. Counties, cities, and state agencies must adhere to adopted countywide planning policies (RCW 36.70A.210).

In Skagit County, the process for conducting regional planning work, including the development of CPPs, is outlined in an interlocal agreement (the GMA Framework Agreement) adopted by the County and each of the cities. The GMA Framework Agreement was adopted in 2002 and describes the required steps for developing and adopting regional growth forecasts, CPP amendments, and making other regional planning decisions. Under the GMA Framework Agreement, CPP amendments and regional growth forecasts are developed by the Skagit Council of Governments GMA Technical Advisory Committee (GMATAC). The GMATAC consists of the Planning Directors from each city and the County. GMATAC recommendations are then sent to the Skagit Council of Governments GMA Steering Committee (GMASC) for review and approval. The GMASC consists of the mayors from each city and the County Commissioners.

The GMTAC recommended that the GMASC approve several revisions to the CPPs, including the final Skagit County 2045 Allocations of Population, Housing and Employment (2045 Allocations). The recommended amendments address recent changes to the GMA, incorporate up-to-date forecasts for population, housing, and employment growth, and allocate urban growth among the region’s cities. The amendments largely focused on amendments necessary to address state required amendments necessitated by HB 1220 (Housing) and HB 1181 (Climate Change and Resiliency). On June 20, 2024, the GMASC voted to revise the CPPs with updated, final 2045 population, housing and employment allocations (Attachment A). In Attachment A, the complete CPPs, including the final 2045 Allocations, are now presented for review. The attached CPPs show several modifications in underline and strikethrough, indicating amendments to the 2016 CPPs. The document also has the final 2045 Allocations embedded within it.

On October 30, 2024, the Planning Commission reviewed the Complete CPP amendments as recommended by the GMASC. The Planning Commission had previously reviewed the initial 2045 Allocations on February 28, 2024, then, at their October 2, 2024 meeting, the PC reviewed the final 2045 Allocations. The Planning Commission recommended that the City Council pass a resolution supporting the SCOG GMASC recommended CPPs in Attachment A, with modifications specified by the Planning Commission in a recommendation memo (Attachment B).

Budget Impact:
N/A

Previous Action: Planning Commission reviewed the CPPs on October 30, 2024 and recommended Council adopt a resolution supporting the CPPs, with amendments.

Recommended Motion: I make a motion to adopt Resolution 3170 supporting the Countywide Planning Policies as adopted by the SCOG GMA Steering Committee, with amendments recommended by the Planning Commission.

Alternative Actions:

- Make a motion to adopt Resolution 3170 supporting the Countywide Planning Policies as adopted by the SCOG GMA Steering Committee, with amendments recommended by the City Council.

- Make a motion to adopt Resolution 3170 supporting the Countywide Planning Policies as adopted by the SCOG GMA Steering Committee, without amendments recommended by the Planning Commission.

Attachments (listed in order presented):

1. CPP Resolution 3170 (11-12-24)
2. Skagit CPPs w Final 2045 Allocation
3. PC recommendations - CPPs (10-31-24)

RESOLUTION NO. 3170

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES WASHINGTON IN THE MATTER OF AMENDING THE SKAGIT COUNTY COUNTYWIDE PLANNING POLICIES (CPPs)

WHEREAS, the Washington State Growth Management Act (GMA) of 1990 (36.70A RCW) establishes statewide goals, guidelines and procedural requirements to guide the development, coordination and implementation of long range plans; and

WHEREAS, the GMA requires local governments to adopt comprehensive plans and regulations to implement those plans; and

WHEREAS, per the GMA, counties, and the cities within them, are required to collaboratively develop and administer countywide planning policies (CPPs); and

WHEREAS, in Skagit County, the process for developing, administering and amending CPPs are established by the 2002 GMA Framework Agreement; and

WHEREAS, under the Framework Agreement, amendments to the CPPs are made by the Skagit Council of Governments GMA Steering Committee (GMASC); and

WHEREAS, on June 20, 2024, the GMASC voted to revise the CPPs with updated, final 2045 population, housing and employment allocations (Attachment A); and

WHEREAS, on October 30, 2024, the Planning Commission recommended that the City Council pass a resolution supporting the SCOG GMASC recommended CPPs in Attachment A, with modifications specified by the Planning Commission in Attachment B.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, accepts the Planning Commission's recommendation to support the SCOG GMASC recommended CPPs in Attachment A, with modifications specified by the Planning Commission in Attachment B.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 12th day of November 2024.

____

MATTHEW C. MILLER, MAYOR

Approved as to form:

____

Darcy Swetnam, WSBA #40530
City Attorney

Attest:

____

Steven D. Hoglund, City Clerk Treasurer

Skagit County

Countywide
Planning
Policies

~~January~~ 2024 Proposed Revisions to include Housing (HB1220) and Climate (HB 1181) ~~2021~~

Table of Contents

GMA Goal 14 added (2023) Section 14: Climate Change and Resiliency. Ensure that comprehensive plans, development regulations, and regional policies, plans and strategies under RCW 36.70A.201 and Chapter RCW 47.80 adapt to and mitigate the effects of a changing climate, support reductions in greenhouse gas emissions and per capita vehicle miles traveled; prepare for climate impact scenarios; foster resiliency to climate impacts and natural hazards; protect and enhance environmental, economic, and human health and safety; and advance environmental justice.

The greenhouse gas emissions reduction sub- element and resiliency element is mandatory for the jurisdictions specified in **RCW 36.70A.95**

Skagit County
Countywide Planning Policies

The Role of the Skagit County Countywide Planning Policies and the Comprehensive Plans

i Pursuant to RCW 36.70A.210, these Skagit County Countywide Planning Policies ("Countywide Planning Policies" or "CPPs") establish a countywide framework for developing county, city and town comprehensive plans (collectively "Comprehensive Plans").

ii Except as otherwise provided for by law, Skagit County, municipalities, and state agencies are subject to the Countywide Planning Policies. The Skagit County Comprehensive Plan, and the comprehensive plans of the cities and towns within Skagit County shall be consistent with these policies.

iii The 2002 Framework Agreement – executed by Skagit County and every city and town within the county – guides the process for adoption and amendment of Countywide Planning Policies.

iv The Board of County Commissioners adopt and amend Countywide Planning Policies in cooperation with the cities and towns, consistent with RCW 36.70A.210 and the 2002 Framework Agreement.

v All Elements of Comprehensive Plans, including maps and procedures, shall comply with these policies. Amendments to the other components of Comprehensive Plans shall conform to these policies.

vi As required by RCW 36.70A.120, activities and capital budgeting decisions made by Skagit County, and all cities and towns located within the county, shall be made in conformity with the locally adopted comprehensive plan.

vii The Skagit County Comprehensive Plan adopts by reference the following functional plans: Shoreline, Drainage, Floodplain, Schools, Special Districts, Parks and Recreation, Transportation, Watershed, the Coordinated Water System Plan and any other functional plans adopted by Skagit County. Each referenced plan shall be coordinated with, and consistent with, the Skagit County Comprehensive Plan.

viii All disputes over the proper interpretation of other functional plans and all implementing regulations, including zoning maps and zoning regulations, shall be resolved in favor of the interpretation which most clearly achieves Countywide Planning Policies.

ix Local governments shall pursue methods of collecting and displaying statistics, maps and other information necessary for government.

- Upon adoption of Comprehensive Plans, sub-area plans will be considered to address homogeneous natural features and communities.

1.	**Urban Growth** **Encourage urban development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.**	

1.1 Urban growth shall be allowed only within cities and towns, their designated Urban Growth Areas ("UGAs") and within any non-municipal urban growth areas already characterized by urban growth, identified in the Skagit County Comprehensive Plan with a Capital Facilities Plan meeting urban standards. Population and employment land allocations for each UGA shall be consistent with the allocations shown in Appendix A.

1.2 Cities and towns and their urban growth areas, and non-municipal urban growth areas designated pursuant to CPP 1.1, shall include areas and densities sufficient to accommodate as a target 80% of the county's 20-year population projection.

1.3 Urban growth areas shall provide for urban densities of mixed uses and shall direct development of neighborhoods which provide adequate and accessible urban governmental services concurrent with development. The Growth Management Act ("GMA") defines urban governmental services as those governmental services historically and typically delivered by cities, including storm and sanitary sewer systems, domestic water systems, street cleaning services, fire and police protection services, public transit services, and other public utilities associated with urban areas and normally not associated with nonurban areas.

1.4 Urban growth areas shall include greenbelts, greenspace ~~and~~ open space, and encourage the preservation of wildlife habitat areas and healthy urban community forests.

1.5 Cities and towns shall encourage development, including greenbelt and open space areas, on existing vacant land and in-fill properties before expanding beyond their present corporate city limits towards urban growth boundaries.

1.6 Annexations beyond urban growth areas are prohibited.

1.7 The baseline for 20-year countywide population forecasts shall be the official Growth Management Act Population Projections from the State of Washington's Office of Financial Management. The Growth Management Act Technical Advisory Committee ("Planners Committee") shall recommend the process for allocating forecasted population and employment, which shall be cooperatively reviewed by the Growth Management Act Steering Committee ("GMASC"), consistent with the 2002 Framework Agreement. Final growth allocations will be ratified by each government's legislative body. The growth allocation process shall use the procedures in Appendix B, which calls for the following steps:

a. Initial Growth Allocations;
b. Reconciliation;
c. Long Term Monitoring; and

HB 1220 added new housing allocations, now included in **RCW 36.70A.070** Comprehensive Plans-Mandatory Element

d. Allocation Adjustment.

1.8 Skagit County, the cities and towns shall use consistent development and housing ~~land~~ capacity ~~analysis~~ methods ~~as approved by the GMASC~~ to determine the capacity of Urban Growth Areas to accommodate population and employment growth and housing produced in the different AMI categories provided by the Department of Commerce. Jurisdictions will supply a capacity ~~amount of undeveloped buildable urban land needed.~~ inventory done as part of their periodic updates, to the Skagit Council of Governments. ~~The inventory of the undeveloped buildable urban land supply is to be maintained by Skagit County in a Regional Geographic Information Systems database.~~

1.9 Skagit County, the cities and towns will establish a common method to monitor urban development and housing development to evaluate the rate of growth and maintain an inventory of the amount of buildable land remaining and the amount of housing produced in the different AMI categories provided by the Department of Commerce. The Planners Committee shall develop a monitoring process, prepare annual monitoring reports and present the reports to the Growth Management Act Steering Committee annually.

1.10 All growth outside the urban growth boundary shall be rural in nature as defined in the Rural Element, not requiring urban governmental services, except in those limited circumstances shown to be necessary to the satisfaction of both Skagit County and the affected city/town to protect basic public health, safety and the environment, and when such services are financially supportable at rural densities and do not permit urban development

1.11 Prior to altering urban growth areas, or as part of a periodic update, a climate impact analysis shall be completed. The climate impact analysis shall evaluate the greenhouse gas (GHG) and vehicle miles traveled (VMT) impacts associated with the proposed change and consider climate vulnerability and resilience scenarios created by the change. The analysis shall also consider the GHG and VMT impacts associated with other feasible alternatives for accommodating projected growth. Preference shall be given to alternatives that reduce per capita VMT and GHG emissions and changes that increase climate resilience and protect vulnerable populations and overburdened communities.

~~1.10~~

1.8 Added housing capacity analysis to the existing land capacity analysis. Removed GMASC requirements for methodology approval. Removed Skagit County GIS requirement to store data. SCOG will collect land and housing capacity reports.

1.9 Department of Commerce AMI categories for different types of housing will be used for reconciliation and monitoring reports

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2. Reduce Sprawl

Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.

2.1 Contiguous and orderly development and provision of urban services to such development within urban growth boundaries shall be required.

2.2 Development within the urban growth area shall be coordinated and phased through inter-agency agreements.

2.3 Rural development shall be allowed in areas outside of the urban growth boundaries having limited resource production values (e.g. agriculture, timber, mineral) and having access to public services. Rural development shall have access through suitable county roads, have limited impact on agricultural, timber, mineral lands, critical areas, shorelands, historic landscapes or cultural resources and must address their drainage and ground water impacts.

2.4 Rural commercial and industrial development shall be consistent with that permitted by the Growth Management Act, specifically including RCW 36.70A.070(5)(d) and related provisions and the 1997 ESB 6094 amendments thereto. This development shall not be urban in scale or character or require the extension of urban services outside of urban growth areas, except where necessary to address an existing public health, safety or environmental problem.

2.5 Rural commercial and industrial development shall be of a scale and nature consistent and compatible with rural character and rural services, or as otherwise allowed under RCW 36.70A.070(5)(d), and may include commercial services to serve the rural population, natural resource-related industries, small scale businesses and cottage industries that provide job opportunities for rural residents, and recreation, tourism and resort development that relies on the natural environment unique to the rural area.

2.6 Priority consideration will be given to siting of new rural commercial and industrial uses in areas of existing development, including existing Rural Villages and existing Rural Centers, followed by already developed sites in the rural area, and only lastly to wholly undeveloped sites in the rural area.

2.7 Master planned sites designated for industrial and large-scale commercial uses shall be clustered, landscaped, and buffered to alleviate adverse impacts to surrounding areas.

2.8 Commercial areas should be aggregated in cluster form, be pedestrian oriented, provide adequate parking and be designed to accommodate public transit.

2.9 Urban commercial and urban industrial development, except development directly dependent on local agriculture, forestry, mining, aquatic and resource operations, and major industrial development which meets the criteria contained in RCW 36.70A.365, should be restricted to urban or urban growth areas where adequate transportation networks and appropriate utility services are available.

The process to consider siting of specific major industrial developments outside of urban growth areas shall follow the process included in the 2002 Framework Agreement for adoption of Countywide Planning Policies. Major industrial developments shall mean a master planned location for specific manufacturing, industrial, or commercial business that:

1. Requires a parcel of land so large that no suitable parcels are available within an urban growth area; or

2. Is a natural resource-based industry requiring a location near agricultural land, forest land, or mineral resource land upon which it is dependent. The major industrial development shall not be for the purpose of retail commercial development or multi-tenant office park.

A major industrial development may be approved outside an urban growth area if the following criteria are met:

1. New infrastructure is provided for and/or applicable impact fees are paid;

2. Transit-oriented site planning and traffic demand management programs are implemented;

3. Buffers are provided between the major industrial development and adjacent non-urban areas;

4. Environmental protection including air and water quality has been addressed and provided for;

5. Development regulations are established to ensure that urban growth will not occur in adjacent non-urban areas;

6. Provision is made to mitigate adverse impacts on designated agricultural lands, forest lands, and mineral resource lands;

8. The plan for the major industrial development is consistent with Skagit County's development regulations established for the protection of critical areas; and

9. An inventory of developable land has been conducted and Skagit County has determined and entered findings that land suitable to site the major industrial development is unavailable within the urban growth area. Priority shall be given to applications for sites that are adjacent to or in close proximity to the urban growth areas.

Final approval of an application for a major industrial development shall be considered an adopted amendment to the Skagit County Comprehensive Plan adopted pursuant to RCW 36.70A.070 designating the major industrial development site on the land use map as an urban growth area. Final approval of the application shall not be considered an amendment to the Skagit County Comprehensive Plan for the purposes of RCW 36.70A.130(2) and may be considered at any time.

2.10 Establishment or expansion of local improvement districts and special purpose taxing districts, except flood control, diking districts and other districts formed for the purpose of protecting water quality, in designated commercial forest resource lands shall be discouraged.

3. Transportation

Encourage efficient multimodal transportation systems that will reduce greenhouse gas emissions and per capita vehicle miles traveled and are based on regional priorities and coordinated with county and city comprehensive plans.

3.1 ~~Multi-purpose~~ Multimodal transportation routes and facilities shall be designed to accommodate present and future traffic volumes.

3.2 Primary arterial access points shall be designed to ensure maximum safety while minimizing traffic flow disruptions.

3.3 The development of new transportation routes and improvements to existing routes shall be consistent with VMT and GHG reduction targets and shall minimize adverse social, economic and environmental impacts and costs, especially those impacts to vulnerable populations and overburdened communities.

3.4 Transportation elements of Comprehensive Plans shall be designed to; facilitate the flow of people, goods and services so as to strengthen the local and regional economy; conform with the Land Use Element; be based upon an inventory of the existing Skagit County transportation network and needs; and encourage the conservation of energy and reduction of VMT and GHG with the goal of meeting or exceeding Washington State targets.

3.5 Provisions in Comprehensive Plans for the location and improvement of existing and future transportation networks and public transportation shall be made in a manner consistent with the goals, policies and land use map of the locally adopted comprehensive plan.

3.6 The development of a recreational transportation network shall be encouraged and coordinated between state and local governments and private enterprises.

3.7 Transportation services for seniors and individuals with disabilities shall be provided by public transportation operators to provide for those who, through age and/or disability, are unable to transport themselves.

3.8 Multi-modal l~~L~~evel of service (LOS) standards and safety standards shall be established that coordinate and link with the urban growth and urban areas to coordinate ~~optimize~~ land use and transportation ~~traffic compatibility~~ over the long term. New development shall mitigate multimodal LOS deficiencies ~~transportation impacts~~ concurrently with the development and occupancy of the project. Acceptable mitigation may include active transportation facility improvements, increased or enhanced public transportation service, ride-sharing programs, demand management, or transportation systems management strategies funded by the development.

3.9 An all-weather arterial road system shall be coordinated with industrial and commercial areas.

The greenhouse gas emissions reduction sub-element and resiliency sub-element is mandatory for the jurisdictions specified in RCW 36.70A.95 The greenhouse gas sub-element of the Comprehensive Plan must identify actions consistent with guidelines published pursuant to RCW 70A.45.120 that will:

(a) Result in reductions in overall GHG emissions generated by transportation land use within the jurisdiction but without increasing GHG elsewhere in the state;

(b) Result in reductions in per capita VMT within the jurisdictions but without increasing VMT in the state.

(c) Prioritize reductions that benefit overburdened communities in order to maximize the co-benefits of reduced air pollution and environmental justice.

WAC 365-196-840 Concurrency - In urban areas, the department recommends counties and cities adopt methodologies that analyze the transportation system from a comprehensive multi-modal perspective authorized by **RCW 36.70A.108**

3.10 Cost effectiveness shall be a consideration in transportation expenditure decisions and balanced for both safety and service improvements.

3.11 An integrated regional transportation system shall be designed to minimize air pollution, including a reduction of vehicle related greenhouse gas emissions and reduction of vehicle miles travelled by promoting the use of alternative transportation modes, reducing vehicular traffic, maintaining acceptable multimodal levels of service, ~~traffic flow~~, and siting of facilities.

3.12 All new and expanded transportation facilities and transportation system improvements shall be sited, constructed and maintained to minimize noise levels and shall not have the effect of increasing per capita VMT or greenhouse gas emissions.

3.13 Increase the percentage of trips made using transit by prioritizing transit service hours and capital investments for routes serving urban corridors with high levels of ridership potential where dense concentrations of housing, employment, or services exist or are planned.

3.14 Develop a regional network of active transportation facilities and connect major regional cities with a multi-use path system.

~~3.12~~

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4. Housing

Plan for and accommodate ~~Encourage the availability~~ of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

4.1 ~~Allow for an adequate supply of land use options to provide housing for a wide range of incomes, housing types and densities.~~Comprehensive Plans must include a housing element that plans for and accommodates housing affordable to all economic segments of the population. The housing element must include an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth, including units for low, very low and extremely low-income households, and emergency housing, emergency shelters and permanent supportive housing (PSH).

4.2 At a minimum, each jurisdiction shall provide sufficient capacity to accommodate the number and type of units allocated to the jurisdiction through regional allocation process described in Appendix B. Comprehensive plans, development regulations, and funding mechanisms shall also be consistent with the following housing allocation policies:

a. Housing allocations including PSH, low, very low and extremely low-income households shall be prioritized in, and shall be primarily allocated to, urban areas with good access to transit and services.

b. Rural areas typically lack access to transit and services, but may have localized or unique housing needs, such as housing for rural resource employees or housing for extended family members. In such areas, accessory dwelling units may be considered.

c. Consistent with the process described in Appendix B, locations without access to transit or services, including rural areas and towns, may have some of their allocation of low, very low and extremely low-income households, emergency shelters and PSH given by the Department of Commerce methodology or an approved equivalent quantitative method, reallocated to urban areas in cities with more access to services and transit.

d. The reconciliation process described in Appendix B may be used to reallocate housing numbers if needed, in coordination with land capacity analysis and population and employment allocation reconciliation processes.

e. Avoid further concentrations of low-income, PSH and emergency shelter housing.

f. Increase opportunities and capacity for housing that is affordable and close to employment, education, shopping, public services and public transit.

HB 1220 resulted in new required housing allocations as part of RCW **36.70A.070** Comprehensive Plans Mandatory elements in order to plan for and accommodate housing for different area median incomes (AMI)

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RCW 36.70A.070 Comprehensive Plans Mandatory Elements includes consideration of the role of accessory dwelling units

~~4.1~~g. To provide equal access and to equitably meet the needs of Skagit County's vulnerable populations, PSH and emergency shelter capacity will be allocated to urban areas in a geographically balanced fashion and proportionate to each UGA's population.

~~4.2~~4.3 Public/private partnerships shall be encouraged to build affordable housing and devise incentives for innovative and environmentally sensitive design to meet the housing needs of people with low and moderate incomes and special needs populations.

~~4.3~~4.4 Comprehensive Plans should support innovative land use management techniques, including, but not limited to, density bonuses, cluster housing, planned unit developments and the transfer of development rights.

~~4.4~~4.5 The existing affordable housing stock should be maintained and efforts to rehabilitate older and substandard housing, which are otherwise consistent with comprehensive plan policies, should be encouraged.

~~4.5~~4.6 The construction of housing that promotes innovative, energy efficient and less expensive building technologies shall be encouraged.

~~4.6~~4.7 Provisions in Comprehensive Plans for the location of residential development shall be made in a manner consistent with protecting natural resource lands, aquatic resources, and critical areas.

4.8 The County and Cities, and public housing authorities, should participate in multi-jurisdictional affordable housing programs with the goal to increase housing for low-income, PSH and emergency shelters. These programs will be cooperative efforts that include public agencies, non-profits, and other providers of housing.~~Manufactured home parks shall be allowed only within urban or urban growth areas.~~

4.9 The County and Cities, in cooperation with housing and human services providers should create an actionable countywide strategy to coordinate the development of public supported housing projects which includes a funding strategy addressing capital and operating.

~~4.7~~4.10 Regional funding mechanisms and the capital plans of public housing providers should be consistent with the housing allocations established through each jurisdiction's Comprehensive Plan.

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4.7 Removal of requirements for mobile home parks only within urban or urban growth areas. This allows for more flexibility in LAMIRDS if services are available.

4.8, 4.9 and **4.10** -ensure that housing elements of jurisdictions are consistent with North Start initiative

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5. Economic Development

Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.

5.1 The development of environmentally sensitive industries shall be encouraged.

5.2 Home occupations that do not significantly change or impact neighborhood character shall be permitted.

5.3 Economic diversity should be encouraged in rural communities where special incentives and services can be provided.

5.4 Commercial and industrial activities directly related to local natural resource production may be allowed in designated natural resource areas provided they can demonstrate their location and existence as natural resource area dependent businesses.

5.5 A diversified economic base shall be encouraged to minimize the vulnerability of the local economy to economic fluctuations.

5.6 Commercial, industrial and residential acreage shall be designated to meet future needs without adversely affecting natural resource lands, critical areas, and rural character and life styles.

5.7 Tourism, recreation and land preservation shall be promoted provided they do not conflict with the long-term commercial significance of natural resources and critical areas or rural life styles.

5.8 Agriculture, forestry, aquatic resources and mineral extraction shall be encouraged both within and outside of designated resource lands.

5.9 The primary land use within designated forest resource lands shall be commercial forestry. Residential development shall be strongly discouraged within designated forest resource lands.

5.10 Lands within designated agricultural resource areas should remain in large parcels and ownership patterns conducive to commercial agricultural operations and production.

5.11 Skagit County shall conserve agriculture, aquaculture, forest and mineral resources for productive use by designating natural resource lands and aquatic resource areas, where the principal and preferred land uses will be long term commercial resource management.

5.12 Value added natural resource industries shall be encouraged.

5.13 Skagit County shall increase the availability of renewable resources and encourage the maximum attainable recycling of non-renewable resources.

5.14 Commercial and industrial activities directly related to or dependent on local aquatic resource areas should be encouraged in shoreline areas provided they are shoreline dependent and/or related.

5.15 Comprehensive Plans shall support and encourage economic development and employment to provide opportunities for prosperity.

6. Property Rights

Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.

6.1 Proposed regulatory or administrative actions shall not result in an unconstitutional taking of private property.

6.2 The rights of property owners operating under current land use regulations shall be preserved unless a clear public health, safety or welfare purpose is served by more restrictive regulation.

6.3 Surface water runoff and drainage facilities shall be designed and utilized in a manner which protects against the destruction of private property and the degradation of water quality.

7. Permits

Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.

7.1 Inter-agency agreements with other agencies to facilitate multi-agency permits shall be pursued to better serve the public.

7.2 Upon receipt of a complete application, land use proposals and permits shall be expeditiously reviewed and decisions made in a timely manner.

7.3 Variances that would create a policy violation of a jurisdiction's comprehensive plan shall not be permitted.

7.4 New implementing codes and amendments shall provide clear regulations to reduce the possibility of multiple interpretations by staff and applicants.

7.5 Impact fees shall be imposed through established ordinances, procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact.

7.6 Special purpose districts permitted by statute to request impact fees shall to the extent possible utilize similar formulas to calculate costs of new development.

8. Natural Resource Industries

Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses.

8.1 Identified critical areas, shorelands, aquatic resource areas and natural resource lands shall be protected by restricting conversion. Encroachment by incompatible uses shall be prevented by maintenance of adequate buffering between conflicting activities.

8.2 Land uses adjacent to agricultural, forest, or mineral resource lands and designated aquatic resource areas shall not interfere with the continued use of these designated lands for the production of food, agricultural and aquatic based products, or timber, or for the extraction of minerals.

8.3 Forest and agricultural lands located within urban growth areas shall not be designated as forest or agricultural land of long-term commercial significance unless a program authorizing transfer or purchase of development rights is established.

8.4 Mining sites or portions of mining sites shall be reclaimed when they are abandoned, depleted, or when operations are discontinued for long periods.

8.5 Long-term commercially significant natural resource lands and designated aquatic resource areas shall be protected and conserved. Skagit County shall adopt policies and regulations that encourage and facilitate the retention and enhancement of natural resource areas in perpetuity.

8.6 When plats, short plats, building permits and development permits are issued for development activities on or adjacent to natural resource lands and aquatic resource areas, notice shall be provided to those seeking permit approvals that certain activities may occur that are not compatible with residences.

8.7 Fishery resources, including the county's river systems inclusive of their tributaries, as well as the area's lakes, associated wetlands, and marine waters, shall be protected and enhanced for continued productivity.

8.8 Skagit County shall encourage sustainable use of the natural resources of the County, including but not limited to agriculture, forestry, and aquatic resources.

8.9 Skagit County shall conserve agricultural, aquatic based, forest and mineral resources for productive use by designating natural resource lands and aquatic resource areas where the principal and preferred land uses will be long-term commercial resource management.

9. Open Space and Recreation

Retain open space and green space, enhance recreational opportunities, ~~conserve~~ enhance fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.

Revised to be consistent with **RCW 36.70A.070** Planning Goals

9.1 Open space corridors within and between urban growth areas shall be identified. These areas shall include lands useful for recreation, fish and wildlife habitat, trails, and connection of critical areas.

9.2 To preserve open space and create recreational opportunities, innovative regulatory techniques and incentives such as but not limited to, purchase of development rights, transfer of development rights, conservation easements, land trusts and community acquisition of lands for public ownership shall be encouraged.

9.3 The use of Open Space Taxation Laws shall be encouraged as a useful method of land use control and resource preservation.

9.4 Expansion and enhancement of parks, recreation and scenic areas and viewing points shall be identified, planned for and improved in shorelands, and urban and rural designated areas.

9.5 Property owners shall be encouraged to site and design new construction to minimize disruption of visual amenities and solar resources of adjacent property owners, public road ways, parks, lakes, waterways and beaches.

9.6 Development of new park and recreational facilities shall adhere to the policies set out in Comprehensive Plans.

9.7 The Skagit Wild and Scenic River System (which includes portions of the Sauk, Suiattle, Cascade and Skagit Rivers) is a resource that should be protected, enhanced and utilized for recreation purposes when there are not potential conflicts with the values (fisheries, wildlife, and scenic quality) of the river system.

9.8 Incompatible adjacent uses including industrial and commercial areas shall be adequately buffered by means of landscaping, or by maintaining recreation and open space corridors.

9.9 A park and recreation system shall be promoted which is integrated with existing and planned land use patterns.

9.10 Indoor and outdoor recreation facilities shall be designed to provide a wide range of opportunities allowing for individual needs of those using these facilities.

9.11 School districts, public agencies and private entities should work together to develop joint inter-agency agreements to provide facilities that not only meet the demands of the education for our youth, but also provide for public recreation opportunities that reduce the unnecessary duplication of facilities within Skagit County.

9.12 In planning new park and recreation facilities, consideration shall be given to natural features, topography, floodplains, relationship to population characteristics, types of facilities, various user group needs and standards of access, including travel time.

10. Environment

Protect and enhance the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

Revised to be consistent with **RCW 36.70A.070** Planning Goals

10.1 Natural resource lands, including aquatic resource areas and critical areas shall be classified and designated, and regulations adopted to assure their long-term conservation. Land uses and developments which are incompatible with critical areas shall be prohibited except when impacts from such uses and developments can be mitigated.

10.2 Land use decisions shall take into account the immediate and long-range cumulative effects of proposed uses on the environment, both on- and off-site.

10.3 Reduce the loss of critical aquatic and terrestrial habitat by minimizing habitat fragmentation.

10.4 Wetlands, woodlands, watersheds and aquifers are essential components of the hydrologic system and shall be managed to protect surface and groundwater quality.

10.5 Recognize the river systems within Skagit County as pivotal freshwater resources and manage development within the greater watershed in a manner consistent with planning practices that enhance the integrity of the aquatic resource, fish and wildlife habitat, and recreational and aesthetic qualities.

10.6 Rural character shall be preserved by regulatory mechanisms through which development can occur with minimal environmental impact.

10.7 Development shall be directed away from designated natural resource lands, aquatic resource areas and critical areas.

10.8 The conversion of tidelands to uplands by means of diking, drainage and filling shall be prohibited, except when carried out by a public body to implement Comprehensive Plans for flood plain management or to respond to a natural disaster threatening life and property.

10.9 Septic systems, disposal of dredge spoils and land excavation, filling and clearing activities shall not have an adverse significant effect on Skagit County waters with respect to public health, fisheries, aquifers, water quality, wetlands, wildlife habitat, natural marine ecology and aquatic based resources.

10.10 Usual and accustomed activities on natural resource lands and aquatic resource areas shall be protected from interference when they are conducted in accordance with best management practices and environmental laws.

10.11 When evaluating and conditioning commercial, industrial or residential development, local governments shall consider threatened or endangered wildlife.

10.12 Enter into inter-agency agreements with appropriate state and local agencies and Native American Tribes for compliance with watershed protection, including but not limited to, the cumulative effects of construction, logging and non-point pollution in watersheds.

10.13 Cooperate with appropriate local, state and Federal agencies, to develop and implement flood hazard reduction programs, consistent with and supportive of the Corps Feasibility Study and consistent with the Climate Chapters of Comprehensive Plans and Hazard Mitigation Plans.

10.14 The Skagit River Floodway and the Skagit River Floodplain shall be regulated to protect human life, property and the public health and safety of the citizens of Skagit County; minimize the expenditure of public money; and maintain flood insurance eligibility while avoiding regulations which are unnecessary restrictive or difficult to administer.

10.15 Work together to provide ongoing public education about flooding in a coordinated and consistent program, and adopt a flood hazard reduction plan, that works together with the natural and beneficial functions of floodplains.

RCW 36.70A.070 - internal consistency required among components within comprehensive plan

RCW 36.70A.100 consistency required between neighboring jurisdictions

RCW 36.70A.070(6) consistency between State and local

11. Citizen Participation and Coordination

Encourage the involvement of citizens in the planning process, including the participation of vulnerable populations and overburdened communities. and ensure coordination between communities and jurisdictions to reconcile conflicts.

11.1 Maintain procedures to provide for the broad dissemination of proposals and alternatives for public inspection; opportunities for written comments; public hearings after effective notice; open discussions; communication programs and information services; consideration of and response to public comments; and the notification of the public for the adoption, implementation and evaluation of locally adopted comprehensive plans.

11.2 Continue to encourage public awareness of Comprehensive Plans by providing for public participation opportunities and public education programs that include ways to solicit participation from vulnerable populations and overburdened communities designed to promote a widespread understanding of the Plans' purpose and intent.

11.3 For land use proposals, including those within the marine environment, all applicants shall bear the costs for public notification, by mail, and by posting of signs. Affected neighbors and surrounding shoreline owners shall be notified as prescribed by ordinance.

11.4 Provide regular and ongoing opportunities for public review and comment throughout the development process of Comprehensive Plans.

11.5 Encourage citizen participation throughout the planning process as mandated by Washington state statute and codes for environmental, land use, and development permits.

11.6 Utilize broad based Citizen Advisory Committees to participate and assist in the Element development of the Comprehensive Plans, sub-area plans and functional plans.

HB 1181 Requires a climate chapter for jurisdictions specified in RCW **36.70A.095 a**nd is encouraged for all other jurisdictions. A climate change and resiliency sub-element is required for jurisdictions in Skagit County with populations greater than 6,000. This includes new public outreach requirements to include participation from vulnerable populations and overburdened communities.

12. Public Facilities and Services

Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

12.1 Public facilities and services shall be integrated and consistent with locally adopted comprehensive plans and implementing regulations.

12.2 All communities within a region shall fairly share the burden of regional public facilities. (The GMA defines regional public facilities as streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, parks, recreational facilities and schools.)

12.3 A process shall be developed for identifying and siting essential public facilities. Comprehensive Plans may not preclude the siting of essential public facilities. (The GMA defines essential public facilities as those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities, state and local corrections facilities, solid waste handling facilities, and in-patient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities.)

12.4 Lands shall be identified for public purposes, such as: utility corridors, transportation corridors, landfill, sewage treatment facilities, recreation, schools, and other public uses. Skagit County shall work with the state, cities, towns, communities and utility providers to identify areas of shared need for public facilities.

12.5 Lands designated for urban growth by Comprehensive Plans shall have an urban level of regional public facilities prior to or concurrent with development.

12.6 Development shall be allowed only when and where all public facilities are adequate, and only when and where such development can be adequately served by regional public services without reducing levels of service elsewhere.

12.7 Public facilities and services needed to support development shall be available concurrent with the impacts of development.

12.8 The financing for system improvements to public facilities to serve new development must provide for a balance between impact fees and other sources of public funds and cannot rely solely on impact fees.

12.9 New development shall pay for or provide for its share of new infrastructure through impact fees or as conditions of development through the environmental review process.

12.10 Public water supply for new development shall conform to or exceed the Coordinated Water System Plan for public water systems.

12.11 Future development of land adjacent to existing and proposed schools and other public facilities shall be compatible with such uses.

12.12 Library services within Skagit County should be developed and coordinated to assure the delivery of comprehensive services throughout the county, with Skagit County, cities and towns fairly sharing the burden.

12.13 A county-wide recycling program shall be maintained.

12.14 Public drainage facilities shall be designed to control both stormwater quantity and quality impacts.

12.15 Provide results of the required six-year capital facilities plan, including a financing plan, and ensure consistency with land use designations.

12.16 Citizens shall have the opportunity to participate in and comment on proposed capital facilities financing.

12.17 The Washington State Boundary Review Board for Skagit County should be disbanded pursuant to RCW 36.93.230 provided that the following tasks are accomplished: (a) that ALL cities and the County have adopted comprehensive plans and development regulations consistent with the requirements of these Countywide Planning Policies and RCW 36.70A, including appropriate urban levels of service for all public facilities and services; (b) that ALL cities and the County have adopted a concurrency ordinance that requires the adopted urban levels of service addressed in (a) above be accomplished in time frames that are consistent with RCW 36.70A.; (c) that special purpose districts that serve UGAs have adopted urban levels of service standards appropriate for their service areas; (d) that ALL cities and the County have an adopted capital facility plan for urban levels of service that indicates sources of revenue and a timeline for meeting such service; and (e) that ALL cities and special purpose districts have in place adopted "interlocal agreements" that discuss arrangements for transfer of assets and obligations that may be affected by transformance of governance or annexation of the service area consistent with the requirements of applicable RCWs.

13. Historic Preservation

Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.

13.1 Cooperate with local historic preservation groups to ensure coordination of plans and policies by the Washington state Department of Archeology and Historic Preservation.

14. Climate Change and Resiliency

Ensure that Comprehensive Plans, development regulations, and regional policies, plans, and strategies under RCW 36.70A.210 and 47.80 RCW adapt to and mitigate the effects of a changing climate; support reductions in greenhouse gas emissions and per capita vehicle miles travelled; prepare for climate impacts and natural hazards; protect and enhance environmental, economic, human health and safety; and advance environmental justice.

14.1 VMT reduction targets will meet or exceed Washington State VMT reduction targets and be consistent with Washington State law.

a. Direct the majority of urban population growth to mixed use transit accessible corridors.

b. Prioritize transit service in urban corridors with high ridership potential or where dense concentrations of housing, employment, and services exist or are planned, and as a means of providing frequent, reliable, and direct connections between regional centers.

c. Local and regional plans shall include multimodal level of service standards and measures to ensure growth related transportation system impacts are mitigated through active transportation improvements, increased or enhanced public transportation service, ride sharing programs, demand management, or other appropriate measures that can be shown to reduce VMT.

14.2 GHG reduction targets will be consistent with Washington State reduction targets as part of the State adopted Transportation Carbon Reduction Strategy per RCW 70A2.45.020.

14.3 Comprehensive Plans, capital plans, and the regional transportation plan, will consider the effects of climate change. Effects could include riverine flooding, coastal flooding due to sea level rise, wildfire risk, extreme heat, and impacts to water resources such as reduced instream flows, seawater intrusion, and decreased groundwater availability. Preference will be given to policies, actions and strategies that avoid, minimize or mitigate the impacts of climate change on human health or the natural environment, and that reduce VMT and GHG.

14.4 Comprehensive Plans, capital plans and the regional transportation plan shall include measures that address the impacts of climate change on vulnerable populations and overburdened communities.

HB 1181 requires a climate chapter for jurisdictions specified in RCW 36.70A.095 and is encouraged for all other jurisdictions. The climate change chapter requires a greenhouse gas reduction sub-element and resiliency sub-element. This is required for jurisdictions in Skagit County with populations greater than 6,000.

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GHG and VMT reduction targets align with State carbon reduction strategy per **RCW 70A2.45.020**

Appendix A. Growth Allocations

~~Table 1: 2036 Initial Growth Allocations~~				
~~Urban Growth Areas~~	~~2015 – 2036 Forecast Population Growth~~	~~Total 2036 Population~~	~~2015 – 2036 Forecast Employment Growth~~	~~Total 2036 Employment~~
~~Anacortes~~	~~5,895~~	~~22,293~~	~~2,076~~	~~10,480~~
~~Burlington~~	~~3,808~~	~~14,272~~	~~3,516~~	~~13,412~~
~~Mount Vernon~~	~~12,434~~	~~47,403~~	~~4,785~~	~~21,288~~
~~Sedro-Woolley~~	~~4,555~~	~~17,069~~	~~4,427~~	~~9,179~~
~~Concrete~~	~~320~~	~~1,193~~	~~109~~	~~467~~
~~Hamilton~~	~~114~~	~~427~~	~~66~~	~~288~~
~~La Conner~~	~~329~~	~~1,226~~	~~329~~	~~1,420~~
~~Lyman~~	~~162~~	~~605~~	~~9~~	~~38~~
~~Bayview Ridge~~	~~72~~	~~1,883~~	~~1,799~~	~~3,455~~
~~Swinomish~~	~~912~~	~~3,416~~	~~290~~	~~1,247~~
~~UGAs Subtotal~~	~~28,601~~	~~109,787~~	~~17,406~~	~~61,274~~
~~Rural (outside UGAs)~~	~~7,150~~	~~45,665~~	~~1,447~~	~~9,343~~
~~County Total~~	~~35,751~~	~~155,452~~	~~18,853~~	~~70,617~~

Table 1 Final 2045 Population Allocations in Skagit County						
Urban Growth Areas		2022 Population Estimates	2045 Final Population Allocations	2022-2045 Projected Population Growth		
				Amount	Percent of Total Growth	Percent Growth by Area
Anacortes		17,983	22,971	4,988	16.9%	27.7%
Burlington		12,111	16,930	4,819	16.3%	39.8%
Mount Vernon		37,679	46,460	8,781	29.7%	23.3%
Sedro-Woolley		14,096	18,582	4,486	15.2%	31.8%
Concrete		949	1,130	181	0.6%	19.1%
Hamilton		302	302	0	0.0%	0.0%
La Conner		980	1,191	211	0.7%	21.5%
Lyman		425	425	0	0.0%	0.0%
Bayview Ridge		1,694	1,694	0	0.0%	0.0%
Swinomish		2,565	2,764	199	0.7%	7.8%
UGA Subtotal		**88,784**	**112,449**	**23,665**	**80.0%**	**N/A**

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Rural (outside UGAs)	42,465	48,381	5,916	20.0%	13.9%
Grand Total	131,249	160,830	29,581	100.0%	N/A

Table 2. Final Allocations of Net New Housing Needed (2020-2045)								
		Final Allocations of Net New Housing Needed (2020-2045)						
Urban Growth Areas		0-30% AMI*	31-50% AMI	51-80% AMI	81-100% AMI	101-120% AMI	Above 120% AMI	Total
Anacortes		943	604	422	226	201	546	2,942
Burlington		911	584	408	218	194	528	2,843
Mount Vernon		1,659	1,064	743	398	353	963	5,180
Sedro-Woolley		848	544	380	203	180	491	2,646
Concrete		35	26	15	8	7	20	107
Hamilton		0	0	0	0	0	0	0
La Conner		40	25	18	10	8	22	124
Lyman		0	0	0	0	0	0	0
Bayview Ridge		0	0	0	0	0	0	0
Swinomish		38	24	17	9	8	22	118
	UGA Subtotal	**4,474**	**2,868**	**2,003**	**1,072**	**951**	**2,592**	**13,960**
Rural (outside of UGA's)		0	57	501	268	238	2,483	3,490
	Grand Total	4,474	2,868	2,504	1,340	1,189	5,075	17,450

Notes:

1.) Figures may vary from Skagit County Population, Housing and Employment Growth Allocations Methodology findings due to rounding.
2.) UGA is "Urban Growth Area"
3.) AMI is "Area Median Income"
4.) Emergency housing needs are documented in the Skagit County Population, Housing and Employment Growth Allocations Methodology.
5.) Allocations for the Swinomish Urban Growth Area provided for informational purposes only, Skagit County did not conduct a land capacity analysis for this UGA due to jurisdictional challenges on tribal lands.

*0-30% AMI includes permanent supportive housing and non-permanent supportive housing.

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Table 3: Final 2045 Employment Allocations in Skagit County						
Urban Growth Areas		2022 Employment Estimates	2045 Initial Employment Allocations	2022-2045 Projected Employment Growth		
				Amount	Percent of Total Growth	Percent Growth by Area
Anacortes		9,503	12,648	3,145	15.3%	33.1%
Burlington		11,640	17,410	5,770	28.1%	49.6%
Mount Vernon		18,781	23,559	4,778	23.3%	25.4%
Sedro-Woolley		4,640	7,040	2,400	11.7%	51.7%
Concrete		391	506	115	0.6%	29.4%
Hamilton		466	489	23	0.1%	4.9%
La Conner		1,020	1,905	885	4.3%	86.8%
Lyman		56	76	20	0.1%	35.7%
Bayview Ridge		2,962	4,901	1,939	9.4%	65.5%
Swinomish		1,140	1,579	439	2.1%	38.5%
	UGA Subtotal	**50,599**	**70,113**	**19,514**	**95.1%**	**N/A**
Rural (outside of UGA's)		8,972	9,987	1,015	4.9%	11.3%
	Grand Total	**59,571**	**80,100**	**20,529**	**100.0%**	**N/A**

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Notes:

1.) Percentages may not sum due to rounding.

2.) Figures may vary from Skagit County Population, Housing and Employment Growth Allocations Methodology findings due to rounding.

3.) UGA is "Urban Growth Area"

4.) Allocations for the Swinomish Urban Growth Area provided for informational purposes only. Skagit County did not conduct a land capacity analysis for this UGA due to jurisdictional challenges on tribal lands.

Appendix B. Growth Allocations Procedures

The process of setting and reviewing growth allocations shall be consistent with the 2002 Framework Agreement among Skagit County, the cities and towns as currently adopted or amended.

1. **Initial Growth Allocations:** The Planners Committee will develop initial population and employment, and housing allocations for review and adoption by the GMASC.
   a. The initial population allocations will be based on the most recently published official 20-year population projections for Skagit County from the Office of Financial Management.
   ~~a.~~b. The initial housing allocations for review and adoption by the GMASC will be based on the Department of Commerce methodology or an approved equivalent quantitative methodology and be consistent with Countywide Planning Policy 4.

   Jurisdictions shall use these initial allocations for at least one of the plan alternatives they evaluate for their GMA plan updates and housing plan updates.

2. **Reconciliation for Population and Employment Allocations:** Once the GMA comprehensive plan updates of jurisdictions have identified a preferred growth plan with sufficient detail to determine if the population and employment allocation can be accommodated, the GMASC will review and, if necessary, recommend adjusting the population and employment growth allocations to be included in the CPPs.
   a. Skagit County, ~~the~~ and cities and towns shall jointly review the preferred growth alternatives proposed in local comprehensive plans for discrepancies with the allocation associated with Skagit County's preferred plan alternative.
   b. Based on the land supply, permitted densities, capital facilities, urban service capacities and other information associated with the preferred growth alternatives of proposed local comprehensive plans, the Planners Committee shall recommend to the GMASC a reconciled 20-year population and employment allocation.
   c. The GMASC shall review and recommend to the Board of County Commissioners a reconciled 20-year population and employment allocation. Substantial consideration shall be given to the plan of each jurisdiction, and the recommendation shall be consistent with the GMA and the CPPs.
   d. The Board of County Commissioners shall consider the recommendation of the GMASC and shall replace the allocations in the CPPs with a reconciled 20-year population and employment allocation.

3. Reconciliation for Housing Allocations: Once the GMA comprehensive plan updates of jurisdictions have identified a preferred growth plan including housing allocations based on Department of Commerce guidelines and methodology, or a Commerce approved alternative quantitative method: the GMASC will review and, if necessary, recommend adjusting the housing allocations to be included in the CCP's.

   a. Skagit County and the cities and towns shall jointly review the preferred housing

HB 1220 housing allocations added to growth allocation procedures. Includes using Department of Commerce methodology for housing AMI categories and housing types for the reconciliation processes.

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b. This will be based on land capacity, permitted densities, transit availability, urban services provided, locations with good proximity to employment centers, alignment with the countywide strategy for development of public supported housing projects and assurance that low income and emergency shelter housing options are dispersed countywide. And any other information provided with the preferred housing alternatives of local comprehensive plans. The Planners Committee shall recommend to the GMASC a reconciled 20-year housing allocation.

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c. The GMASC shall review and recommend to the Board of County Commissioners a reconciled 20-year housing allocation. Substantial consideration shall be given to the plan of each jurisdiction, and the recommendation shall be consistent with the adopted population and employment allocations, the GMA, Department of Commerce requirements and the CCP's.

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d. The Board of County Commissioners shall consider the recommendation of the GMASC and shall replace the allocations in the CCP with a reconciled 20-year housing allocation parallel to the reconciliation process done for population and employment allocations.

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~~d.~~e. The reconciliation process for population, employment and housing are all done together as part of the overall reconciliation and will follow the process and procedures in the 2002 framework agreement.

~~3.~~4. **Long Term Monitoring:** Subsequent to reconciliation, the GMASC shall maintain a long-term monitoring process to review annually ~~the~~ population, and employment and housing growth allocations contained in the CPPs.

a. Skagit County, the cities and towns shall jointly monitor the following:
    i. Estimated population and employment growth;
    ii. Annexations and incorporations; and
    iii. Residential and non-residential development trends.
    ~~iii.~~iv. Estimated housing constructed per area median income (AMI) categories determined by the Department of Commerce requirements for housing allocations.

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b. Results of the monitoring program shall be published in a growth monitoring report developed by the Planners Committee and recommended to the GMASC.
c. The GMASC shall review and approve the annual report by resolution.

~~4.~~5. **Allocation Adjustment:** The GMASC may consider adjustments to the population and employment growth allocations contained in Appendix A of CPPs in the years between Washington state-required updates. The following steps shall be used:

a. Based on the results of the long-term monitoring process, the Planners Committee may review and recommend to the GMASC an adjustment to the population and employment allocations.
b. The GMASC shall review the Planners Committee recommendation to adjust growth allocations and may recommend to the Board of County Commissioners an adjustment to the population and employment allocations. Adjustments to the growth allocations shall be based on the results of the monitoring program and shall be consistent with the GMA and the CPPs.
c. The Board of County Commissioners shall consider the recommendation of the GMASC and may amend the CPPs with adjusted population and employment allocations for cities and towns, UGAs, and rural areas.

Any disputes regarding the roles and responsibilities of the Board of County Commissioners, the GMASC, and individual jurisdictions in reviewing and approving amendments to the Countywide Planning Policies shall be resolved in accordance with the procedures established by the 2002 Framework Agreement.

October 31, 2024

TO: Anacortes City Council

FROM: Anacortes Planning Commission

RE: Planning Commission Recommendations on Countywide Planning Policies

Summary and Recommendation

The Planning Commission respectfully recommends that the City Council forward a Resolution to the Skagit Board of County Commissioners recommending approval of the proposed updates to the Countywide Planning Policies (CPPs), with amendments as specified in subsection "Proposal for City Council Consideration," below.

Background

On October 30, 2024, the Planning Commission held a special meeting and reviewed the County's proposed updates to the CPPs. RCW 36.70A.210 requires that CPPs serve as the framework for developing County, City, and Town comprehensive plans. The 2002 Framework Agreement – executed by Skagit County and its Cities therein – guides the process for adoption and amendments to the CPPs. The CPPs are being updated as an element of the required 2025 Comprehensive Plan Periodic Update. The "redlines" as proposed by the SCOG Growth Management Act Technical Advisory Committee (GMATAC), and recommended by the SCOG Growth Management Act Steering Committee, largely focused on amendments necessary to address state required amendments necessitated by HB 1220 (Housing) and HB 1181 (Climate Change and Resiliency).

Proposal for City Council Consideration

The Planning Commission discussed the CPPs redlines, and recommends that the City Council forward a Resolution to the Board of County Commissioners supporting approval of the proposed updates to the CPPs, subject to the following. The Planning Commission's recommended amendments to the SCOG GMASC recommended document are described and or shown in red:

- Urban Growth Policy 1.4: Add a comma after "greenspace."
    - Urban growth areas shall include greenbelts, greenspace, ~~and~~ open space, and encourage the preservation of wildlife habitat areas and healthy urban community forests.

- Urban Growth Policies 1.8 and 1.9: Delete "provided by the Department of Commerce" from both policies.

    - Skagit County, the cities and towns shall use consistent development and housing ~~land~~ capacity ~~analysis~~ methods ~~as approved by the GMASC~~ to determine the capacity of Urban Growth Areas to accommodate population and employment growth and housing produced in the different AMI categories ~~provided by the Department of Commerce~~. Jurisdictions will supply a capacity ~~amount of undeveloped buildable urban land needed.~~ inventory done as part of their periodic updates, to the Skagit Council of Governments. ~~The inventory of the undeveloped buildable urban land supply is to be maintained by Skagit County in a Regional Geographic Information Systems database.~~

- Skagit County, the cities and towns will establish a common method to monitor urban development and housing development to evaluate the rate of growth and maintain an inventory of the amount of buildable land remaining and the amount of housing produced in the different AMI categories ~~provided by the Department of Commerce~~. The Planners Committee shall develop a monitoring process, prepare annual monitoring reports and present the reports to the Growth Management Act Steering Committee annually.

- Goal 14 Climate Change and Resiliency: Add "seek to" ahead of "adapt and mitigate."
  - Ensure that Comprehensive Plans, development regulations, and regional policies, plans, and strategies under RCW 36.70A.210 and 47.80 RCW seek to adapt to and mitigate the effects of a changing climate; support reductions in greenhouse gas emissions and per capita vehicle miles travelled; prepare for climate impacts and natural hazards; protect and enhance environmental, economic, human health and safety; and advance environmental justice.

- Appendix B: renumber 1.b to be 1.c. and add a new 1.b. to read "The Planning Commissions and City Councils will have the opportunity to review and comment on the initial population, employment and housing allocations prior to their submission to the GMASC."

- Throughout the CPPs; Replace "Planners Committee" with "GMATAC" to properly reference the name of the committee.

- Appendix B, ~~#3e~~ #3d: Delete ", the GMA, Department of Commerce requirements and the CPPs" from the end of the sentence.
  - The GMASC shall review and recommend to the Board of County Commissioners a reconciled 20-year housing allocation. Substantial consideration shall be given to the plan of each jurisdiction, and the recommendation shall be consistent with the adopted population and employment allocations~~, the GMA, Department of Commerce requirements and the CCP's~~.

L. Martin

Linda Martin, Planning Commission Chair