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

December 16, 2024
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Closed Session**
 - a. Collective Bargaining topics per RCW 42.30.140(4)(b) (30 minutes) (Discussion)
 - b. Resolution 3177: Authorizing the Signature and Execution of a Collective Bargaining Agreement between the City of Anacortes and the Anacortes Police Service Guild Non-Commissioned Employees (Action)
4. **Announcements and Committee Reports**
 - a. Economic Development Committee (Report)
 - b. Public Works Committee (Report)
 - c. Lodging Tax Advisory Committee (Report)
5. **Public Comment**
6. **Consent Agenda**
 - a. Minutes of December 9, 2024 (Action)
 - b. Approval of claims in the amount of \$1,263,455.49 (Action)
 - c. Contract Modification: FEMA Coordination for FEMA-4635-DR (November 2021) #24-043-ENG-001 (Action)
 - d. Contract Award: 2025 Anacortes Community Action Office & Care Specialist #25-012-PLN-001 (Action)

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

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

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

- e. Contract Award: Sanitary Sewer Maintenance Reduction #24-297-SEW-001 (Action)
- f. Contract Award: WTP SCADA Support #25-014-WTR-001 (Action)
- g. Special Event Application: Parade of Champions for Anacortes High School Football Team (Action)
- 7. **Closed Record Decision Hearing**
 - a. Closed-Record Decision Hearing on a proposed dog grooming salon in the CBD (CUP-2024-0001) (Discussion/Action)
- 8. **Other Business**
 - a. * Resolution 3173: Establishing the Goal to Work Towards Zero Roadway Fatalities and Serious Injuries (Discussion/Action)
 - b. * Resolution 3175: Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan (Discussion/Action)
 - c. * 4th Quarter Finance Update (Discussion)
 - d. * Ordinance 4094: Fourth Quarter Budget Amendment (Discussion/Possible Action)
 - e. * Resolution 3174: Updating the Unified Fee Schedule (Discussion/Possible Action)
 - f. Interlocal Agreement #24-279-AFD-002 with Skagit County for Fire/Rescue Boat Funding (Discussion/Action)
 - g. Contract Award: Purchase of Munson 36' Aluminum Fire/Rescue Boat #24-279-AFD-001 (Discussion/Action)
 - h. Contract Award: 2025 City Facilities Janitorial Services #25-013-FAC-001 (Discussion/Action)
 - i. Contract Award: On-Call Cummins Equipment Repair #24-299-ERR-001 (Discussion/Action)
 - j. * Resolution 3176: Tourism Promotion Funds (Discussion/Possible Action)
 - k. * Resolution 3171: 2025 Legislative Priorities (Discussion/Action)
- 9. **Adjournment**

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- *On any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.*

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RESOLUTION NO. 3177

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, authorizing the signature and execution of a Collective Bargaining Agreement between the City of Anacortes and the Anacortes Police Service Guild Non-Commissioned Employees.

WHEREAS, the City of Anacortes ("the City") and the Anacortes Police Service Guild Non-Commissioned Employees ("the Union"), (collectively "the Parties") have a Collective Bargaining Agreement in place effective January 1, 2025 through December 31, 2027; and,

WHEREAS, the Parties entered into collective bargaining negotiations and reached an agreement to a successor Collective Bargaining Agreement,

NOW, THEREFORE BE IT RESOLVED by the Anacortes City Council that the Mayor and City Clerk be authorized and directed to execute the attached collective bargaining agreement effective January 1, 2025 through December 31, 2027 by and between the City of Anacortes and the Anacortes Police Service Guild Non-Commissioned Employees.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 16th day of December, 2024.

PASSED AND APPROVED this 16th day of December 2024.

CITY OF ANACORTES:

By: _____
Matt Miller, Mayor

ATTEST:

Steve Hoglund, City Clerk Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

AN AGREEMENT BETWEEN:

● **THE CITY OF ANACORTES, WASHINGTON**

AND

● **THE ANACORTES POLICE SERVICES GUILD
NON - COMMISSIONED EMPLOYEES**



January 1, 2025 – December 31, 2027

Table of Contents

ARTICLE 1 - RECOGNITION	3
ARTICLE 2 – GUILD SECURITY.....	3
ARTICLE 3 – GUILD RIGHTS AND RESPONSIBILITIES	3
ARTICLE 4 – HOURS OF LABOR.....	4
ARTICLE 5 – SENIORITY	4
ARTICLE 6 – GRIEVANCE	5
ARTICLE 7 – HOLIDAYS	8
ARTICLE 8 – VACATION	8
ARTICLE 9 – SICK LEAVE.....	9
ARTICLE 10 – OTHER LEAVES	10
ARTICLE 11 – VOLUNTARY PHYSICAL FITNESS PROGRAM & SICK LEAVE BUY BACK PROGRAM.....	11
ARTICLE 12 – HEALTH AND WELFARE COVERAGE.....	11
ARTICLE 13 – MANAGEMENT'S RIGHTS	13
ARTICLE 14 – EMPLOYMENT	14
ARTICLE 15 – CIVIL SERVICE STATUTES	14
ARTICLE 16 – CONTINUOUS OPERATION	14
ARTICLE 17 – WAGES	14
ARTICLE 18 - FRINGE BENEFITS	15
ARTICLE 19 – PROFICIENCY SYSTEM	17
ARTICLE 20 – WORK STOPPAGES	18
ARTICLE 21 – INTERNAL INVESTIGATIONS.....	18
ARTICLE 22 – PSYCHOLOGICAL / MEDICAL EVALUATIONS	19
ARTICLE 23 – PERSONNEL RECORDS.....	20
ARTICLE 24 – PROTECTED SPEECH.....	21
ARTICLE 25 – TOBACCO POLICY.....	21
ARTICLE 26 – PHYSICAL FITNESS PROGRAM	21
ARTICLE 27 – DRUG AND ALCOHOL TESTING	22
ARTICLE 28 – HARASSMENT.....	22
ARTICLE 29 – ENTIRE AGREEMENT.....	22
ARTICLE 30 – SAVINGS CLAUSE	23
ARTICLE 31 – AGREEMENT DURATION	24
ADDENDUM A – WAGES	25

ARTICLE 1 - RECOGNITION

The City of Anacortes (hereinafter referred to as the "City" or "Employer") agrees to recognize Anacortes Police Services Guild (hereinafter referred to as the "Guild") as the sole collective bargaining agency for all full- and part-time non-commissioned Police Department Employees, except the Chief of Police, the Assistant Police Chief, the Police Captains, and the Records Supervisor.

ARTICLE 2 – GUILD SECURITY

2.1 Dues Processing. The Guild will notify the City of the initiation fees and dues. Following receipt of written notice from the Guild that it has received authorization for dues collection from an employee, the City will deduct initiation fees and dues from the wages of the employee, and forward them to the Guild each pay period.

2.2 Revocation. An employee may revoke authorization for payroll deduction of payments to the Guild by providing written notice to the Guild, which will provide written notice to the City. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the City's receipt of written notice from the Guild.

2.3 Indemnification. The Guild agrees to defend, indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City and/or Guild to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action, provided that the Guild shall have no obligation to defend and indemnify if the liability is a result of the City's own negligence. The City will promptly notify the Guild in writing of any claim, demand, suit, or other form of liability asserted against the City and/or Guild relating to its implementation of this Article.

ARTICLE 3 – GUILD RIGHTS AND RESPONSIBILITIES

3.1 Guild members will be allowed to meet with the Employer to conduct collective bargaining negotiations during regular working hours with pay at their straight time rate, provided that the Guild will be limited to two (2) paid Guild members.

3.2 Release Time. A Guild official who is an employee in the bargaining unit shall be granted reasonable time off with pay while conducting grievance resolution (pursuant to Article 6) on behalf of the employees in the bargaining unit; provided the Employer is able to properly staff the employees job duties during the time off and without any additional expense to the Employer.

3.3 Guild Investigative and Visitation Privileges. The Guild representative, with reasonable advance notification to the Police Chief or the Chief's designee, may visit the work location of employees covered by the Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to such investigation. City work hours shall

not be used by employees or Guild Representatives for the promotion of Guild affairs other than stated above. The Guild will be treated in the same manner as other City bargaining units with regard to holding Guild meetings.

3.4 Bulletin Boards. The Employer shall provide space for a bulletin board at each station which may be used by the Guild.

ARTICLE 4 – HOURS OF LABOR

4.1 Work Week. Unless otherwise agreed in writing, the work week for purposes of calculating overtime shall consist of seven (7) days beginning at 12:01 A.M. on Sunday.

4.2 Work Day. The workday, for the purpose of this Agreement, shall be eight (8) hours from 8:00 am – 4:00 pm or 9:00 am – 5:00 pm, Monday – Friday. Other shifts may be agreed to by the parties.

4.3 Overtime pay at the rate of one and one-half (1.5) times the regular rate shall be paid for time worked in excess of eight (8) hours in a twenty-four (24) hour period or for time worked in excess of forty (40) hours in a work week.

4.4 Any employee called to work after completing their regular shift of eight (8) hours, or attending court on their off-duty time, shall be paid a minimum of three (3) hours at one and one-half (1.5) times their regular rate of pay.

4.5 Employees shall be given ten (10) days written notice in advance of any schedule change except in case of an emergency.

4.6 Any part-time Employee working one thousand forty (1,040) hours or more per year shall receive all leave benefits which shall be pro-rated to the hours worked. Health insurance eligibility for part time employees will be in accordance with the City personnel policies.

4.7 Department employees shall be allowed to accumulate compensatory time to a total of forty-two and one-half (42.5) hours. Compensatory time in lieu of overtime pay shall be taken prior to the close of the calendar year and at the convenience of the Employer and the Employee, consistent with the Fair Labor Standards Act. Accrued compensatory time will be deposited into a deferred compensation account or paid out in wages. Employees must inform payroll of their distribution preference by December 10. Employees' compensatory time balances will be distributed on the final check of the calendar year (that is paid on January 5.)

ARTICLE 5 – SENIORITY

5.1 The Employer agrees that insofar as possible and considering qualifications and federal and state statutes, when it becomes necessary within a position or classification that a reduction in force takes place, the last Employee hired shall be the first laid off,

and the last Employee laid off within the position or classification shall be the first Employee to be rehired.

5.2 The Employer may, with the Employee's consent, demote an employee to a vacant position in a classification for which the employee is qualified as an alternative to layoff. An employee demoted pursuant to this Section will retain their current rate of pay if it is within the range of the new classification; if the employee's current rate of pay exceeds the top step of the new range, the employee will be placed at the top step of the new range. If the former position is renewed within twelve (12) months, the Employer shall automatically reinstate the employee to the former position.

5.3 For the purpose of this Agreement, "continuous employment" is defined as employment uninterrupted by voluntary severance of employment by the employee, or by absence due to discharge unless rehiring is accomplished within thirty (30) days.

5.4 All seniority rights that may be acquired by the operation of this Article shall be subject to the rights of veterans to be rehired, and to all existing laws and ordinances.

5.5 If a vacancy occurs in any job within the bargaining unit, the Employer agrees to give consideration to employees presently employed.

5.6 In the case of illness or off-the-job accidents, it is agreed that the Employee's position and seniority shall be held up to but not exceeding six (6) months. The Chief retains the right to extend this timeframe if medical documentation indicates that the person will be able to return to work within the next ninety (90) days.

5.7 Twelve (12) months shall be considered to be a trial period during which time the Employer decides the capability and desirability of retaining the new Employee. During the trial period, employment is at will and the employee shall not have recourse to the grievance procedure to contest any discipline or discharge.

5.8 For the purposes of this Agreement, seniority, unless otherwise noted, is defined as continuous time with the Department measured from the date of hire. If two (2) employees share the same date of hire the most senior will be the one placing highest on the civil service exam at the time of hiring.

ARTICLE 6 – GRIEVANCE

6.1 Any disputes arising under this Agreement shall be settled as stated in this Article provided that no employee shall avail themselves of this Article if they appeal a dispute to the Civil Service Commission. Any bargaining unit member who is the subject of disciplinary action, including oral or written reprimand and who feels such action is improper, may complain to the Guild and may elect to pursue a grievance regarding disciplinary action through the grievance procedure of this Article, or through the Civil Service Commission but not through both.

Procedure: A grievance filed against the City shall be processed in the following manner:

Step 1: Any employee and/or Guild representative who has a grievance shall present the grievance to the immediate supervisor, either orally or in writing, except where not feasible. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. All efforts will be made to resolve the grievance within ten business days of it being filed.

Step 2. If a resolution cannot be reached in Step 1 then it shall be submitted in writing to the Police Chief or designee. The grievance shall contain a substantially complete statement of facts, the contractual provisions allegedly violated, and the relief requested. This written grievance shall be presented to the Police Chief or designee no more than ten (10) business days after the initial time period outlined in step one of the grievance procedure. The Police Chief or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and Guild, if requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or designee shall provide a written response to the employee and Guild within ten (10) business days following their meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.

Step 3: If the grievance is not settled at Step 2 and the Guild desires to appeal, it shall be referred by the Guild in writing to the Mayor or designee within ten (10) business days after receipt of the City answer in Step 2. Thereafter, the Mayor or designee and the Police Chief or designee, shall meet with the grievant and Guild within ten business days of receipt of the Guild's appeal, if at all possible. If no agreement is reached, the Mayor or designee shall submit a written answer to the Guild within ten (10) business days following the meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.

Arbitration: If the grievance is not settled in Step 3 and the Guild wishes to appeal the grievance from Step 3, the Guild may refer the grievance to arbitration, as described below, within twenty (20)

business days of receipt of the written answer as provided to the Guild at Step 3.

- 6.1.1 The parties should attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of nine (9) arbitrators from the region that includes Washington. The parties will select the arbitrator from the list by alternatively striking one (1) name from the list until one (1) name shall remain.
- 6.1.2 The arbitrator shall be notified of their selection and shall be requested to set a time and place of the hearing, subject to the availability of Guild and City representatives.
- 6.1.3 The City and the Guild shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Guild retain the right to employ legal counsel.
- 6.1.4 The arbitrator shall submit their decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, and such decision shall be final and binding upon all parties.
- 6.1.5 More than one (1) grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- 6.1.6 The fees and the arbitrator shall be borne by the losing party, provided, however, that each party shall be responsible for compensating its own representatives and witnesses, including the fees for any attorneys they choose to use.

6.2 Limitations on Authority of Arbitrator. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement.

6.3 Time Limits. If a grievance is not presented by the employee or the Guild within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Guild. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Guild may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE 7 – HOLIDAYS

7.1 The following days shall be recognized and observed as paid holidays:

New Year's Day	(First Day of January)
Martin Luther King Day	(Third Monday in January)
Presidents Day	(Third Monday in February)
Memorial Day	(Last Monday of May)
Juneteenth	(June 19th)
Independence Day	(July 4th)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Native American Heritage Day	(Day Immediately Following Thanksgiving)
Christmas Day	(December 25)
Personal Holidays (3)	

7.2 A personal holiday is time that an employee may select to be away from the office. An employee may not work on a personal holiday. An employee may take their personal holiday hours at such time as is mutually agreeable between the employee and their Department Head. The personal holiday shall be pro-rated during the year. In the event of an employee's termination, any personal holiday used but not yet accrued shall be deducted from the employee's final paycheck.

7.3 When a holiday falls on Saturday, the holiday will be observed on the preceding Friday. When a holiday falls on Sunday, the holiday will be observed on the following Monday.

7.4 If an employee covered by this Agreement works on any of the above-named holidays, they shall be guaranteed payment at the rate of one and one-half (1.5) times their regular hourly rate of pay for the actual hours worked. This compensation is in addition to their regular monthly wage.

7.5 Management maintains the right to determine the number of personnel assigned to work on holidays.

ARTICLE 8 – VACATION

8.1 Vacation leave shall accrue as follows:

Service Period	Vacation Accrual	Maximum Accrual
First month through 48 months	8 hours per month	240 hours
Months 49 through 108	10 hours per month	240 hours
Months 109 through 168	14 hours per month	240 hours
169 months and beyond	17 hours per month	240 hours

8.2 The Employer shall not unreasonably deny leave requests, consistent with the needs of the Department. Vacation requests shall be submitted prior to January 2nd of each year. Such requests shall be decided on a seniority basis. Request submitted after January 2nd for the calendar year shall be allocated on a first come, first serve basis. The Employer shall waive the maximum carryover restriction on vacation leave if the employee is required to cancel a scheduled vacation due to the requirements of the Employer.

8.3 Vacation leave shall be computed exclusive of holidays or sick leave testified by a physician's written statement.

8.4 Vacation leave is to be deducted on an hour-for-hour basis.

8.5 Employees may elect to have their accrued vacation balance that exceeds one hundred sixty (160) hours cashed out and deposited into a deferred compensation account. The employee must notify payroll in writing by November 20th of each year for distribution on the December 5th payday.

ARTICLE 9 – SICK LEAVE

9.1 Cumulative sick leave with full pay shall accrue to each employee at the rate of four (4) hours of leave for each pay period of continuous service to a maximum of one thousand four hundred forty (1,440) hours.

9.2 Sick leave shall be computed exclusive of holidays.

9.3 Sick leave cannot be taken before it is actually accrued.

9.4 Notification of absence due to sickness shall be given to the City as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Department Head), but no later than two (2) hours before the start of the employee's work shift unless it is shown that such notification was unreasonable or not practical. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

9.5 The Guild does not condone the abuse of sick leave. Should a concern over perceived sick leave abuse arise, the Guild and the Employer agree to meet and confer on the problem and solution.

9.6 An employee who is eligible for retirement under the applicable DRS retirement plan is eligible for a cash out of a portion of their unused sick leave proportionate to their sick leave balance. Sick leave cash out is prorated for part time employees based on full time equivalency at retirement. Unused sick leave is not cashed out upon separation other than retirement.

Sick Leave Balance at Retirement	Percent Cash out
0-800 Hours	0%
801-1251 Hours	18% of unused sick leave hours
1251-1440 hours	25% of unused sick leave hours

ARTICLE 10 – OTHER LEAVES

10.1 Bereavement Leave.

10.1.1 In the event of the death of an employee's immediate family member, time off with pay for employee's regular scheduled workday will be granted to regular full-time employees. Employees are expected to share the need for bereavement leave with their immediate supervisor as soon as they are aware of their need for bereavement leave. The phrase "immediate family" for the purposes of the bereavement policy includes the employee's spouse (or registered domestic partner), brother, sister, father, mother, stepfather, stepmother, grandparent, child, stepchild, grandchild, father-in-law, mother-in-law, grandparent-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. Three (3) consecutive workdays off with pay will be approved to attend the funeral or memorial service (maximum 24 hours). Two (2) additional consecutive workdays off with pay will be approved for travel from the employees home to the funeral or memorial service if the travel exceeds two hundred (200) miles each way (maximum 16 hours). Bereavement leave use is limited to the twelve (12) months following the immediate family member's death. With approval of the Chief, an employee may supplement bereavement leave with sick leave and/or vacation leave.

10.1.2 Regular part-time employees who are scheduled to work twenty (20) or more hours per week are eligible to receive Bereavement Leave. The amount of leave allowed will be based on a pro rata basis that relates the average number of hours per week worked to a regular forty-hour week. (For example, a part-time employee working twenty (20) hours per week would be eligible for one half the paid time-off that a full-time employee receives.)

10.2 Jury Duty. Employees who are required by law to render jury service will be granted paid time off during a period of jury duty. Employees should notify their supervisors as soon as possible after receipt of a juror summons so that operational adjustments can be made as needed during the employee's absence. A copy of the juror summons must be provided to their supervisor. If an employee is summoned for jury service during a critical work period, the City may ask the employee to request a waiver from duty; in such cases, the City will provide documentation to the relevant court supporting the waiver request.

ARTICLE 11 – VOLUNTARY PHYSICAL FITNESS PROGRAM & SICK LEAVE BUY BACK PROGRAM

11.1 The City and the Guild recognize that a physically fit workforce can reduce illness and injuries requiring the use of sick leave. An additional sick leave buyback provides incentive to reduce the use of sick leave.

11.2 The City and Guild agree to utilize the WA State Criminal Justice Training Commission physical fitness standards as the basis for determining standards and criteria for the physical fitness incentive. It is understood that the WA State Criminal Justice Training Commission physical fitness standards may change over time and that the most current standards will be the basis of the evaluation. Employees are encouraged, but not required, to participate in the physical fitness assessment conducted by the department and shall be given the opportunity on duty to perform the test up to two times each year. Employees will be provided sixty (60) day advance notice of the testing dates.

11.3 The three (3) physical fitness events are push-ups, sit-ups, and squat thrusts. The results from each event are pass/fail. Each passing event will accrue one percent (1%) of additional sick leave buyback, up to a maximum of three percent (3%) annually. A failure of an event will result in no percentage accrual for the failed event. Testing should be performed in normal workout gear and athletic shoes.

11.4 Employees who meet the PAT standard in a given calendar year shall receive a percentage of their accrued sick leave (inclusive of their WA Sick Leave and City Sick Leave) bought out at retirement. Each year that an employee participates successfully in the program they earn an additional percentage of sick leave buyout. For example, an employee who passes two (2) of the three (3) events at an annual test would accrue an additional two percent (2%) toward sick leave buyout. An employee maintaining this standard for a period of ten (10) years would have the ability to have an additional twenty percent (20%) of their accrued sick leave bought out. This benefit is in addition to the sick leave buyout provision upon retirement (Article 9).

ARTICLE 12 – HEALTH AND WELFARE COVERAGE

12.1 Medical Insurance Plans. The City will provide employees with the following plans: AWC Healthfirst High Deductible Health Plan, Kaiser Permanente High Deductible Health Plan, AWC Healthfirst \$250 plan, or Kaiser Permanente Access PPO, all as offered through the Association of Washington Cities Benefit Trust.

12.2 Premiums.

12.2.1 For employees choosing the HealthFirst \$250 deductible plan, the City will pay one hundred percent (100%) of the premiums for the employee and ninety percent (90%) of the premiums for dependents.

- (a) For employees choosing the Kaiser Permanente PPO \$250 deductible plan, the City will pay one hundred percent (100%) of the premiums for the employee and ninety percent (90%) of the premiums for dependents. The City will share fifty percent (50%) of the premium cost savings difference between the Kaiser Permanente PPO \$250 plan and the Healthfirst \$250 plan to be paid on each pay period.

12.2.2 In 2025, 2026, and 2027, the City will pay one hundred percent (100%) of the premium costs of medical insurance for employees and their dependents who select an AWC High Deductible Health Plan.

- (a) For employees enrolled on an AWC High Deductible Health Plan, the City will contribute fifty percent (50%) of the premium cost savings between the AWC High Deductible Plan and the Healthfirst \$250 plan to be contributed into the employee's HSA on each pay period.
- (b) An employee may elect to have up to \$1000 (employee only) or \$2000 (family) cashed out from accrued vacation and transferred into the HSA on the January 5 payday so long as the employee's vacation balance does not fall below forty (40) hours. The IRS determines the inflation adjusted HSA contribution maximum. (Vacation contributions by the employee will trigger the employer match. The employer match will be deposited into the HSA account throughout the year equally on each payday.)

12.2.3 For employees enrolled on Dual Insurance, the employee will receive an incentive equivalent to fifty percent (50%) of the lower cost PPO plan premiums that the City would otherwise contribute to health insure the dependents.

12.3 Dental Insurance. The City agrees to provide dental insurance for employees and their dependents. The City shall pay one hundred percent (100%) of the premium for dental coverage. The dental insurance plan in effect at the time of this Agreement is Washington Dental Service Plan E, as offered through the Association of Washington Cities.

12.4 Orthodontia Insurance. The City agrees to pay one hundred percent (100%) of the premium for orthodontia coverage for the employee's dependent children. The orthodontia plan in effect at the time of this Agreement is Washington Dental Service Plan IV, as offered through the Association of Washington Cities.

12.5 Vision Insurance. The City agrees to pay one hundred percent (100%) of the premium for a separate vision plan for employees and their dependents. The vision

plan in effect at the time of this Agreement is Vision Service \$10 copay Plan, as offered through the Association of Washington Cities.

12.6 Life Insurance. The City agrees to pay one hundred percent (100%) of the premium for a group term life, accidental death and dismemberment insurance policy for each employee in the amount \$10,000 and \$1000 for dependents 6 months and older as offered through the Association of Washington Cities. The life insurance plan in effect at the time of this Agreement is through Standard as offered through the Association of Washington Cities.

12.7 Any changes required by the provider of insurance coverage that are beyond control of the City shall be implemented. These include, but are not limited to changes in required copays, deductibles, and plan administration procedures. The City shall give the Union notice of the proposed changes at least 60 days before the effective date, or as much time is reasonably practicable, and an opportunity for input before the changes are finalized and to bargain any impact.

ARTICLE 13 – MANAGEMENT'S RIGHTS

13.1 The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority subject to the provisions of this Agreement.

13.2 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety.

13.3 The parties understand and agree that the statements in employees' job descriptions are not an all-inclusive list of their work requirements. Individuals may perform other duties as assigned including work in functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

13.4 Except as otherwise provided herein, the Employer shall decide all questions as to lay-offs, subject to the right of the Guild to request and discuss with the Employer the reason for any layoffs involving bargaining unit positions. The Employer and Guild shall bargain over the effects of any such layoffs on individual employees. The Employer shall have the right to determine reasonable schedules of work and to establish the methods or processes by which such work is performed in accordance with Article 4 of this Agreement.

13.5 Any and all rights concerned with management and operation of the Police Department are exclusively that of the City unless otherwise specifically provided by the terms of this Agreement. By way of example only, the City has the right to discipline, suspend, or discharge employees for just cause; to assign work and determine job content of employees; to determine the number of personnel assigned to duty at any time; to determine, introduce new, or revise the methods, processes and means of providing departmental services; to determine the work and shift schedule (in a manner

not inconsistent with this Agreement); to establish performance standards and evaluations; to build, move, or modify its facilities; to take any action on any matter in the event of any emergency; and to perform all of the functions not otherwise expressly limited by the Agreement or applicable law. Nothing in this Article shall be interpreted to modify other explicit provision of this Agreement nor to waive the Guild's right to bargain the "effects" of performance standards and evaluations.

13.6 The City's Policy and Procedures Manual shall be applicable to members of the Guild. In the event of any inconsistency between this Agreement and the Manual, this Agreement shall prevail.

ARTICLE 14 – EMPLOYMENT

14.1 The Employer shall have the right to discipline or discharge employees for just cause.

ARTICLE 15 – CIVIL SERVICE STATUTES

15.1 To the extent that matters are not covered by the express terms of this agreement, the Employer may proceed in accordance with applicable Civil Service statutes, rules and regulations. All police personnel covered under this Agreement shall be subject to said statutes, rules, and regulations.

ARTICLE 16 – CONTINUOUS OPERATION

16.1 The Guild recognizes that the Employer is engaged in a vital public service which protects the health, safety and welfare of its citizens and requires continuous operation and, hence, recognizes its obligation together with the Employer to provide this service at all times.

ARTICLE 17 – WAGES

17.1 If an Employee is temporarily assigned in writing by the Police Chief or designee to a higher-paid classification, the Employee shall receive the higher rate of base pay for working that classification for all hours so worked. No Employee shall be subject to censure when assigned to a position for which he has not been properly trained. In the event any Employee is temporarily shifted for the Employer's convenience to a position paying a lesser wage than the rate for his regular position, no reduction in wage shall be made.

17.2 Wages shall be paid by the Employer on a bimonthly basis. Paydays are on the 5th and 20th of the month.

17.3 Salary Schedules. Salary schedules showing the hourly, monthly, overtime and annual salaries for each classification are set forth in Addendum A. The salary schedules will reflect the following wage increases from the prior year's salary schedule:

1/1/25	4.0%
1/1/26	2.5%
1/1/27	3.5%

17.4 Lateral hires may be placed at any point up to the mid-range of the salary schedule.

17.5 Multilingual Incentive. Employees who have been independently verified, by a contractor of the City's choice, to be functionally fluent in a foreign languages will receive an incentive pay premium of one percent (1%) per month.

17.6 Evidence/Property Custodian Incentive. Employees assigned as the Evidence/Property Custodian will receive an incentive pay premium of one percent (1%) per month. If an employee is temporarily assigned the duties of the Evidence/Property Custodian for a period of five (5) or more consecutive working days, the employee will receive the one percent (1%) incentive premium pay retroactive to the first day of assignment. Consecutive days shall be defined as days the employee is normally scheduled to work.

17.7 Lead Assignment. An employee assigned by APD management as the Records Support Lead will receive an incentive pay premium two percent (2%) per month.

17.8 Training Assignment. An employee who is assigned to oversee the formal training process of another employee will receive an incentive pay premium of two percent (2%) for the duration of the training assignment. For purposes of this incentive, a formal training process is one that requires ongoing oversight of the trainee's work and regular written performance reviews; a formal training process is distinct from routine peer-to-peer mentoring and on-the-job training.

ARTICLE 18 - FRINGE BENEFITS

18.1 Employees hired prior to January 1, 2022, receive \$5.00 per month for each year of service following completion of five (5) years of service. The maximum longevity benefit per month is \$100.00 per month.

18.2 Clothing and Equipment.

18.2.1 Uniforms and Protective Clothing. The Employer agrees to furnish and replace as necessary all required uniforms and protective clothing for all members. In addition, the Employer agrees to all cleaning and care of the uniforms and protective clothing required by the Employer. The complete list of City-issued equipment is attached.

18.2.2 Support Personnel. Support Personnel (excluding the Community Service Officer and Code Enforcement Officers) will wear uniforms when requested by administration or the Records Manager. At all other times, the dress will be

business casual. If, during the term of this Agreement, administration directs Support Personnel to begin wearing a uniform other than for special occasions (e.g., court, agency photos, memorial service, etc.), the Guild may reopen this Article for the purpose of negotiating the uniform pieces to be provided by the Department.

	<u>Support Personnel Uniform</u>
1	Long Sleeve Shirts
	<u>Community Service Officer & Code Enforcement Officer Uniform/Equipment</u>
3	Short Sleeve Shirts
3	Long Sleeve Shirts
3	Uniform Pants
	Footwear allowance of \$200.00 per year plus tax and shipping charges
1	Uniform jacket with removable fleece liner
1	Protective Ballistic Vest (see 18.4)
1	Uniform Badge
1	Pair Gloves
1	Jumpsuit (upon completion of probation period for CEO assigned to animal control)
	Name Tags provided on all items of clothing that require one
1	Uniform Flashlight
1	Uniform Belt Pant
1	Duty Belt
1	Defensive Spray (with Case)
4	Belt Keeper
1	Key Holder
1	Knife (with case)
1	Portable Radio (with case)

18.2.2 Loss and Destruction. Employees shall be held accountable for all protective clothing or protective devices assigned to the employee by the Employer. Items of clothing or protective devices lost or destroyed shall be replaced by the Employer where said loss or destruction was incurred as a direct result of an occurrence not due to the employee's intentional act or negligence. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of the employee's negligence shall be replaced by the employee.

18.2.3 Cleaning. The Employer shall pay one hundred percent of the cost necessary to clean each employee's uniform through a cleaning service provided by the Employer.

18.3 Safety gear as required by law shall be provided by the Employer.

18.4 Protective Ballistic Vests with External Carrier. The City currently provides a protective ballistic vest to the Community Service and Code Enforcement Officers as part of the uniform and equipment issue. It has been the City's practice to provide a vest rated at Threat Level II per NIJ standards from a City-selected vendor. It has also been the City's practice to repair and/or replace the vest and associated components if they become worn or damaged.

The City recognizes that the vests are items of personal wear and that it may benefit an officer to wear a vest other than the one that would be provided by the City. The City allows the purchase of a vest other than the standard issued vest by an officer. That vest must provide a minimum of Threat Level II protection. Any cost over the amount the City pays for the City-provided vest will be borne by the officer. That cost shall be the price, with tax and shipping, that the City incurs when purchasing the City-issued vest.

In June of each year, the City will select the brand, model, and vendor for the City-issued vest. This package price will establish the City's base line costs for the following twelve (12) months. This total will also serve to establish the City's contribution if an officer chooses to obtain a vest other than that provided by the City. Vests will be replaced five (5) years after their issue date.

18.5 Reasonable effort shall be made to accommodate the work schedule of interested employees to allow them to attend college level law enforcement or job-related courses.

18.6 The City agrees to furnish coffee supplies, tea and, hot chocolate for the bargaining unit employees, for breaks.

ARTICLE 19 – PROFICIENCY SYSTEM

19.1 Progression through the Proficiency Levels of a salary range will be based upon the Employee's performance in conjunction with time in a job classification. Each Employee will receive an evaluation by their supervisor prior to the completion of the time in a job classification and proficiency level.

19.2. Proficiency Levels are as follows:

Proficiency Levels

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Normal hiring rate	After one year of service	After 2 years of service	After 3 years of service	After 4 years of service	After 5 years of service

19.3 To receive the Proficiency Level increase, the Employee must perform at a satisfactory rate of improvement and maintain satisfactory performance.

19.4 Proficiency Level increases must be approved by the Police Chief and Mayor.

ARTICLE 20 – WORK STOPPAGES

The Employer and the Guild agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best effort to avoid or eliminate any conduct contract to this objective. Specifically, the Guild, for the duration of this Agreement, shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with City functions by employees under this Agreement and should same occur, the Guild agrees to take appropriate steps to end such interference. Any concerted action by an employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

ARTICLE 21 – INTERNAL INVESTIGATIONS

21.1 An employee who is the subject of an investigation shall be advised of the general nature of the investigation. To the extent reasonable under the circumstances, this information shall be provided at least eight (8) hours prior to interview of the employee, unless the employee waives this requirement.

21.2 The interview shall be conducted in a professional manner. The employee's attorney or the Guild representative, but not both, may be present during the interview, but shall not be permitted to participate in the interview, except to the extent permitted by law.

21.3 Within five days of the completion of the investigation, the employee shall be advised of the results of the investigation. If the matter results in discipline to the employee, the employee is entitled to a copy of the investigative report upon request.

21.4 Lie detector tests shall only be administered as permissible by state or federal law.

21.5 Nothing contained in any of the above provisions shall restrict and/or limit the authority of the Chief of Police in the performance of his duties and responsibilities as the Chief Administrator of the Police Department.

21.6 When an employee, whether on or off duty, uses force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for twelve (12) hours after the incident except that promptly following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait twelve (12) hours.

ARTICLE 22 – PSYCHOLOGICAL / MEDICAL EVALUATIONS

22.1 Initial Evaluation.

22.1.1 No psychological or medical test will take place unless the City has reasonable suspicion to believe that an employee may be psychologically or medically unfit to perform their job. In such cases, the City may require that the employee be tested by a qualified doctor to determine the employee's fitness for duty. Such examination will be at the City's expense.

22.1.2 Any medical history of the employee which the examining doctor requests that is not relevant to the fitness for duty issue may not be given to the Employer. Except as provided herein, the Employer may not require the employee to waive the physician-client privilege as a condition of taking the examination.

22.1.3 Results of the Test. The doctor will issue a written report to the City and the employee. The report shall indicate whether the employee is fit or unfit for duty or requires modified work conditions. The report shall also indicate the reasons for the doctor's conclusion. If the doctor believes the employee is fit for duty but needs modified work conditions, the doctor will also indicate what modifications are necessary and the extent or duration projected of the modification. Except as provided herein, the doctor will keep confidential all data made available to him or her on a confidential basis.

22.2 Second Opinion. If the Guild believes that the conclusions of the doctor are in error, it may obtain a second examination from a qualified doctor at its own expense. The results of this examination shall be provided to the employee exclusively.

22.3 Medical Arbitration.

22.3.1 If after obtaining a second examination, the Guild wishes to challenge the assessment of the employee's fitness for duty, the Guild may submit the matter to medical arbitration.

22.3.2 The two (2) doctors shall initially consult to see if they can reach agreement. If not, they shall mutually select a third qualified doctor who shall conduct an examination of the employee and review the reports prepared by the first two doctors. A determination of whether the employee is fit for duty shall be made by the third doctor and that determination shall be binding on all parties. The expense of the third doctor shall be split by the parties.

ARTICLE 23 – PERSONNEL RECORDS

23.1 The Employer shall keep records of attendance and absence so as to provide all necessary information regarding annual leave and sick leave.

23.2 Only one (1) official personnel file shall be maintained for each employee. All relevant information shall be placed in that file. This does not preclude a supervisor from maintaining notes on an employee's job performance for evaluations purposes, or retaining information which is provided to the supervisor on a confidential basis, provided the request for the confidentiality was initiated by the complainant. Such confidential information shall not form the basis for discipline, but may be used for other purposes.

23.3 Employees shall not have any disciplinary action entered in their personnel file without having first read and signed the document. Should an employee refuse to sign, that fact shall be noted on the document and the document may be placed in the personnel file.

23.4 Bargaining unit members shall be provided copies of all performance or assignment-related changes.

23.5 Written reprimands will be removed from the employee's personnel file after three (3) years from the date said action was finalized provided that no further reprimands of a like nature have been issued within this three (3) year period. An employee may request the removal of a written reprimand after a two (2) year period. This limitation shall not apply to suspensions or demotions. Reprimands or discipline resulting from serious infractions against members of the public or other City employees, such as discrimination, sexual harassment or moral turpitude will be removed from personnel files after ten (10) years as long as no similar incidents have occurred.

23.6 Outside Requests. Requests for information located exclusively in an employee's personnel, payroll, supervisor, or training file will be handled in accord with RCW 42.56.250(12).

23.6 As used herein, a "personnel file" shall be defined as any file pertaining to the employment status, work history, disciplinary records, or other personnel-related matters pertaining to bargaining unit members. It is further understood that the term

"personnel file" as used herein does not include material relating to medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

ARTICLE 24 – PROTECTED SPEECH

Employer recognizes the right of employees to engage in protected free speech, provided, nothing herein restricts the right of the Employer to discipline employees for speech which is unprotected for any reason, including the content or manner of the speech.

ARTICLE 25 – TOBACCO POLICY

Tobacco use is prohibited inside all City facilities, including City-owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices. The Tobacco Policy applies to employees during working time and anytime in uniform. Smoking is only allowed in outside areas that comply with all applicable laws. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of coworkers with regard to the Tobacco Policy. Tobacco users have a special obligation to keep smoking areas litter-free and not to abuse break and work rules. Employees who violate the policy may be subject to disciplinary action.

ARTICLE 26 – PHYSICAL FITNESS PROGRAM

26.1 The City and the Guild recognize that a physically fit workforce can reduce illness and injuries requiring the use of sick leave. An additional sick leave buyback provides incentive to reduce the use of sick leave.

26.2 The City and Guild agree to utilize the WA State Criminal Justice Training Commission physical fitness standards as the basis for determining standards and criteria for the physical fitness incentive. It is understood that the WA State Criminal Justice Training Commission physical fitness standards may change over time and that the most current standards will be the basis of the evaluation. Employees are encouraged, but not required, to participate in the physical fitness assessment conducted by the department and shall be given the opportunity on duty to perform the test up to two (2) times each year. Employees will be provided sixty (60) day advance notice of the testing dates.

26.3 The three physical fitness events are push-ups, sit-ups, and squat thrusts. The results from each event are pass/fail. Each passing event will accrue one percent (1%) of additional sick leave buyback, up to a maximum of three percent (3%) annually. A failure of an event will result in no percentage accrual for the failed event. Testing should be performed in normal workout gear and athletic shoes.

26.4 Employees who meet the PAT standard in a given calendar year shall receive a percentage of their accrued sick leave (inclusive of their WA Sick Leave and City Sick

Leave) bought out at retirement. Each year that an employee participates successfully in the program they earn an additional percentage of sick leave buyout. For example, an employee who passes two (2) of the three (3) events at an annual test would accrue an additional two percent (2%) toward sick leave buyout. An employee maintaining this standard for a period of ten (10) years would have the ability to have an additional twenty percent (20%) of their accrued sick leave bought out. This benefit is in addition to the sick leave buyout provision upon retirement (Article 9).

ARTICLE 27 – DRUG AND ALCOHOL TESTING

27.1 It is the intent of the City and the Guild to maintain a workplace that is free from the effects of drug and alcohol abuse. Therefore, no employee shall unlawfully manufacture, distribute, dispense, possess or use any illegal controlled substance or alcohol in any City workplace. Nor shall any employee report to work or work under the influence of alcohol or an illegal controlled substance.

27.2 Employees must report their use of over-the-counter or prescribed medications to the Police Chief if the use might impair their ability to perform their job safely and effectively. A determination will then be made as to whether the employee should be able to perform the essential functions of the job safely and properly.

27.3 Due to the nature of a Police Officer's duties, the Department takes a no-tolerance position on violations of this policy. A sustained finding will result in disciplinary action, up to and including dismissal. The department may also refer criminal charges on any employee found to have knowingly violated RCW 69.50.401.

27.4 Guild members follow the City's drug and alcohol testing policies and procedures found in the current personnel policies.

ARTICLE 28 – HARASSMENT

28.1 The parties recognize that the City has a strong policy prohibiting any form of sexual or other harassment by employees. The parties shall work together to ensure that no such harassment occurs. All employees are encouraged to report any incidents of harassment involving either themselves or other members of the bargaining unit.

ARTICLE 29 – ENTIRE AGREEMENT

29.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no express or implied statements, actions, or previously written or oral statement shall add to or supersede any of its provisions.

29.2 Except as otherwise provided herein, nothing in this Agreement shall be construed as a waiver of the Guild's collective bargaining rights with respect to changes in matters which are mandatory subjects of bargaining under the law.

ARTICLE 30 – SAVINGS CLAUSE

30.1 If any term or provision of this Agreement is declared or adjudged by a court or administrative agency of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity will not impair or affect any other term or provision of this Agreement.

ARTICLE 31 – AGREEMENT DURATION

The Agreement shall be and remain in full force and effect from January 1, 2025 through December 31, 2027. All provisions herein are subject to existing laws and ordinances and any provision found to be in conflict shall be void.

SIGNED THIS ____ DAY OF _____ 2024.

ANACORTES POLICE SERVICES
GUILD
BY:

CITY OF ANACORTES, WA
BY:

Kimberly McDermott
NON-COMMISSIONED GUILD
REPRESENTATIVE

Matt Miller
MAYOR

ANACORTES POLICE SERVICES
BY:

BY:

Jordan Kellington
GUILD PRESIDENT

Kendall Moyle,
HUMAN RESOURCES DIRECTOR
AND LABOR RELATIONS DIRECTOR

BY:

BY

Michael Scheepers
GUILD VICE-PRESIDENT

S

Dave Floyd
CHIEF OF POLICE

ATTEST:

Steve Hoglund
CITY CLERK - TREASURER

ADDENDUM A – WAGES

2025 Non-Commissioned Police Guild Wage Schedule

2025 Non Commissioned Police Guild Wage Schedule																			
Adjustment to Wage Scale	Monthly Rate	1.03																	
Position	3.0% between each step	Hourly Rate																	
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Level NC1	\$4,814.20	\$4,958.63	\$5,107.38	\$5,260.61	\$5,418.42	\$5,580.98	NC1	\$27.77	\$28.61	\$29.47	\$30.35	\$31.26	\$32.20	NC1	\$57,770.40	\$59,503.51	\$61,288.62	\$63,127.28
	Level NC2	\$4,956.25	\$5,104.93	\$5,258.08	\$5,415.82	\$5,578.30	\$5,745.65	NC2	\$28.59	\$29.45	\$30.34	\$31.25	\$32.18	\$33.15	NC2	\$59,474.96	\$61,259.20	\$63,096.98	\$64,989.89
	Level NC3	\$5,102.55	\$5,255.63	\$5,413.30	\$5,575.70	\$5,742.97	\$5,915.26	NC3	\$29.44	\$30.32	\$31.23	\$32.17	\$33.13	\$34.13	NC3	\$61,230.65	\$63,067.57	\$64,959.59	\$66,908.38
Records Support	Level NC4	\$5,253.25	\$5,410.85	\$5,573.17	\$5,740.37	\$5,912.58	\$6,089.96	NC4	\$30.31	\$31.22	\$32.15	\$33.12	\$34.11	\$35.13	NC4	\$63,039.01	\$64,930.18	\$66,878.09	\$68,884.43
	Level NC5	\$5,408.47	\$5,570.72	\$5,737.84	\$5,909.98	\$6,087.28	\$6,269.90	NC5	\$31.20	\$32.14	\$33.10	\$34.10	\$35.12	\$36.17	NC5	\$64,901.62	\$66,848.67	\$68,854.13	\$70,919.76
	Level NC6	\$5,568.34	\$5,735.39	\$5,907.46	\$6,084.68	\$6,267.22	\$6,455.24	NC6	\$32.13	\$33.09	\$34.08	\$35.10	\$36.16	\$37.24	NC6	\$66,820.12	\$68,824.72	\$70,889.46	\$73,016.15
Officer/Animal Control; Community	Level NC7	\$5,733.01	\$5,905.00	\$6,082.15	\$6,264.62	\$6,452.56	\$6,646.13	NC7	\$33.08	\$34.07	\$35.09	\$36.14	\$37.23	\$38.34	NC7	\$68,796.16	\$70,860.05	\$72,985.85	\$75,175.43
	Level NC8	\$5,902.62	\$6,079.70	\$6,262.09	\$6,449.96	\$6,643.46	\$6,842.76	NC8	\$34.05	\$35.08	\$36.13	\$37.21	\$38.33	\$39.48	NC8	\$70,831.49	\$72,956.44	\$75,145.13	\$77,399.48
	Level NC9	\$6,077.32	\$6,259.64	\$6,447.43	\$6,640.86	\$6,840.08	\$7,045.28	NC9	\$35.06	\$36.11	\$37.20	\$38.31	\$39.46	\$40.65	NC9	\$72,927.88	\$75,115.72	\$77,369.19	\$79,690.26
	Level NC10	\$6,257.26	\$6,444.98	\$6,638.33	\$6,837.48	\$7,042.61	\$7,253.88	NC10	\$36.10	\$37.18	\$38.30	\$39.45	\$40.63	\$41.85	NC10	\$75,087.16	\$77,339.78	\$79,659.97	\$82,049.77

2026 Non-Commissioned Police Guild Wage Schedule

2026 Non Commissioned Police Guild Wage Schedule																			
Adjustment to Wage Scale	Monthly Rate	1.03																	
Position	3.0% between each step	Hourly Rate																	
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Level NC1	\$4,934.55	\$5,082.59	\$5,235.07	\$5,392.12	\$5,553.89	\$5,720.50	NC1	\$28.47	\$29.32	\$30.20	\$31.11	\$32.04	\$33.00	NC1	\$59,214.66	\$60,991.10	\$62,820.83	\$64,705.46
	Level NC2	\$5,080.15	\$5,232.56	\$5,389.53	\$5,551.22	\$5,717.76	\$5,889.29	NC2	\$29.31	\$30.19	\$31.09	\$32.03	\$32.99	\$33.98	NC2	\$60,961.83	\$62,790.68	\$64,674.40	\$66,614.64
	Level NC3	\$5,230.12	\$5,387.02	\$5,548.63	\$5,715.09	\$5,886.54	\$6,063.14	NC3	\$30.17	\$31.08	\$32.01	\$32.97	\$33.96	\$34.98	NC3	\$62,761.41	\$64,644.26	\$66,583.58	\$68,581.09
Records Support	Level NC4	\$5,384.58	\$5,546.12	\$5,712.50	\$5,883.88	\$6,060.39	\$6,242.21	NC4	\$31.06	\$32.00	\$32.96	\$33.95	\$34.96	\$36.01	NC4	\$64,614.99	\$66,553.44	\$68,550.04	\$70,606.54
	Level NC5	\$5,543.68	\$5,709.99	\$5,881.29	\$6,057.73	\$6,239.46	\$6,426.64	NC5	\$31.98	\$32.94	\$33.93	\$34.95	\$36.00	\$37.08	NC5	\$66,524.16	\$68,519.89	\$70,575.49	\$72,692.75
	Level NC6	\$5,707.55	\$5,878.78	\$6,055.14	\$6,236.80	\$6,423.90	\$6,616.62	NC6	\$32.93	\$33.92	\$34.93	\$35.98	\$37.06	\$38.17	NC6	\$68,490.62	\$70,545.34	\$72,661.70	\$74,841.55
Officer/Animal Control; Community Service	Level NC7	\$5,876.34	\$6,052.63	\$6,234.21	\$6,421.23	\$6,613.87	\$6,812.29	NC7	\$33.90	\$34.92	\$35.97	\$37.05	\$38.16	\$39.30	NC7	\$70,516.07	\$72,631.55	\$74,810.50	\$77,054.81
	Level NC8	\$6,050.19	\$6,231.70	\$6,418.65	\$6,611.21	\$6,809.54	\$7,013.83	NC8	\$34.90	\$35.95	\$37.03	\$38.14	\$39.29	\$40.46	NC8	\$72,602.28	\$74,780.35	\$77,023.76	\$79,334.47
	Level NC9	\$6,229.26	\$6,416.13	\$6,608.62	\$6,806.88	\$7,011.08	\$7,221.42	NC9	\$35.94	\$37.02	\$38.13	\$39.27	\$40.45	\$41.66	NC9	\$74,751.08	\$76,993.61	\$79,303.42	\$81,682.52
	Level NC10	\$6,413.69	\$6,606.11	\$6,804.29	\$7,008.42	\$7,218.67	\$7,435.23	NC10	\$37.00	\$38.11	\$39.26	\$40.43	\$41.65	\$42.90	NC10	\$76,964.34	\$79,273.27	\$81,651.47	\$84,101.01

2027 Non-Commissioned Police Guild Wage Schedule

2027 Non Commissioned Police Guild Wage Schedule																			
Adjustment to Wage Scale	Monthly Rate	1.03																	
Position	3.0% between each step	Hourly Rate																	
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Level NC1	\$5,107.26	\$5,260.48	\$5,418.30	\$5,580.85	\$5,748.27	\$5,920.72	NC1	\$29.46	\$30.35	\$31.26	\$32.20	\$33.16	\$34.16	NC1	\$61,287.17	\$63,125.79	\$65,019.56	\$66,970.15
	Level NC2	\$5,257.96	\$5,415.70	\$5,578.17	\$5,745.51	\$5,917.88	\$6,095.41	NC2	\$30.33	\$31.24	\$32.18	\$33.15	\$34.14	\$35.17	NC2	\$63,095.49	\$64,988.36	\$66,938.01	\$68,946.15
	Level NC3	\$5,413.17	\$5,575.57	\$5,742.83	\$5,915.12	\$6,092.57	\$6,275.35	NC3	\$31.23	\$32.17	\$33.13	\$34.13	\$35.15	\$36.20	NC3	\$64,958.06	\$66,906.81	\$68,914.01	\$70,981.43
Records Support	Level NC4	\$5,573.04	\$5,740.23	\$5,912.44	\$6,089.81	\$6,272.51	\$6,460.68	NC4	\$32.15	\$33.12	\$34.11	\$35.13	\$36.19	\$37.27	NC4	\$66,876.51	\$68,882.81	\$70,949.29	\$73,077.77
	Level NC5	\$5,737.71	\$5,909.84	\$6,087.14	\$6,269.75	\$6,457.84	\$6,651.58	NC5	\$33.10	\$34.10	\$35.12	\$36.17	\$37.26	\$38.37	NC5	\$68,852.51	\$70,918.09	\$73,045.63	\$75,237.00
	Level NC6	\$5,907.32	\$6,084.54	\$6,267.07	\$6,455.08	\$6,648.74	\$6,848.20	NC6	\$34.08	\$35.10	\$36.16	\$37.24	\$38.36	\$39.51	NC6	\$70,887.79	\$73,014.42	\$75,204.86	\$77,461.00
Officer/Animal Control; Community	Level NC7	\$6,082.01	\$6,264.47	\$6,452.41	\$6,645.98	\$6,845.36	\$7,050.72	NC7	\$35.09	\$36.14	\$37.23	\$38.34	\$39.49	\$40.68	NC7	\$72,984.13	\$75,173.65	\$77,428.86	\$79,751.73
	Level NC8	\$6,261.95	\$6,449.80	\$6,643.30	\$6,842.60	\$7,047.88	\$7,259.31	NC8	\$36.13	\$37.21	\$38.33	\$39.48	\$40.66	\$41.88	NC8	\$75,143.36	\$77,397.66	\$79,719.59	\$82,111.18
	Level NC9	\$6,447.28	\$6,640.70	\$6,839.92	\$7,045.12	\$7,256.47	\$7,474.17	NC9	\$37.20	\$38.31	\$39.46	\$40.64	\$41.86	\$43.12	NC9	\$77,367.37	\$79,688.39	\$82,079.04	\$84,541.41
	Level NC10	\$6,638.17	\$6,837.32	\$7,042.44	\$7,253.71	\$7,471.32	\$7,695.46	NC10	\$38.30	\$39.45	\$40.63	\$41.85	\$43.10	\$44.40	NC10	\$79,658.09	\$82,047.83	\$84,509.27	\$87,044.55

Anacortes City Council Minutes - December 9, 2024

Call to Order

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

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

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller congratulated the Anacortes High School football team on repeating as 2A state champions, announced the Wonderland Walk on December 13-14 at Washington Park from 5-8pm, and recognized Councilmember Moulton for 5 years of service to the City of Anacortes.

Police Officer Swearing In

Police Chief Dave Floyd introduced Jeremy Carter as a recently graduated officer from the Police Academy.

Mayor Miller administered the oath of office to Officer Carter, who was joined by family members and supported by many members of the Anacortes Police Department.

Housing Affordability and Community Services Committee

Ms. Moulton reported from the Housing Affordability and Community Services Committee meeting held December 4th. The topics discussed included sewer hook-up fees, the annual Community Development Block Grant from the Federal Department of Housing and Urban Development, and a [North Star](#) project debrief from a meeting held the previous week.

Planning Committee

Ms. Moulton reported from the Planning Committee meeting held earlier in the evening. The topics discussed included the request for proposal for the open Hearing Examiner position and a possible code amendment to the requirement for conditional use permits for certain businesses in the commercial zone.

Port/City Liaison Committee

Mr. Fantini reported from the Port/City Liaison Committee meeting held on December 3rd. The topics discussed included an update on the Wastewater Treatment Plant outfall project, the A-Dock sewer project, the climate element of the Comprehensive Plan, Anacortes Housing Authority development of the Olson Building, interlocal agreements for design, construction and operation of the event center, another interlocal agreement for moorage of the new Anacortes Fire Department marine unit, and improving the accuracy and timeliness of emergency alerts.

Public Safety Committee

Ms. Cleland-McGrath reported from the Public Safety Committee meeting held December 3rd. The Police topics discussed included Officer Carter completing phase one of his training, an uptick in testing for vacancies, a cooperative recruiting effort with Human Resources to attract more applicants, possible state grant monies for marine enforcement to help offset the fire boat, and Officer Chad Pleadwell's exceptional efforts as a local drug recognition enforcement specialist. Fire topics included call rate increases, a recruiting and hiring update, and the purchase of a new vehicle for the battalion chief that will be funded equally from impact fees and the emergency medical services levy.

Finance Committee

Ms. Moulton reported from the Finance Committee meeting held December 5th. The topics discussed included the unified fee schedule update that will be coming to the Council on December 16th, and a review of the General Obligation bond issued last week, the stormwater fund, and sales tax receipts.

Fiber Committee

Mr. McDougall reported from the Fiber Committee meeting held December 5th. The topics discussed included the general obligation bond issue to help pay for ongoing buildout of the fiber infrastructure, the number of customers in service, the current take rate, up to 60% in some areas of the City, an online advertising campaign, and future cash flow projections.

North Star Housing Task Force

Mr. Walters reported on a North Star Housing Task Force meeting held earlier in the day. The topics discussed included a debrief from the meeting held the prior week, a review of the staff drafted housing element of the North Star work plan around housing subsidies, and an update from Habitat for Humanity on the 8-unit project in Anacortes.

Planning for Complete Streets

Ms. Moulton also reported she attended a Planning for Complete Streets webinar the previous week. The topics discussed included how to transfer a state highway to a city's jurisdiction, tax increment financing, and Complete Streets guidance and resources.

Mr. Young revisited the housing issue brought up by Mr. Walters, pointing out the challenges some seniors are facing, particularly that they would like to stay in town, but have challenges in trading a single family home for a smaller dwelling closer to downtown amenities.

Public Comment

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

Consent Agenda

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

a. Minutes of December 2, 2024

b. Approval of claims in the amount of \$2,840,926.74

The following vouchers/checks were approved for payment:

EFT numbers: 111127 through 111170 total \$2,649,979.59

Check numbers: 111178 through 111183, total \$175,007.14

Wire transfer numbers: 359342 through 359373, total \$15,940.01

c. Ordinance 4093: Amending Chapter 9.50 regarding Conduct and Trespass from City Property

d. Contract Award: Fire Battalion 2025 Chevy Silverado #25-008-ERR-001

Other Business

Municipal Services Agreement #24-287-LEG-001 between the City and the Samish Indian Nation

City Attorney Darcy Swetnam introduced the proposed municipal services agreement #24-287-LEG-001 between the City and the Samish Indian Nation, referring to a slide presentation that was added to the packet materials for the meeting. Ms. Swetnam described the nature of the agreement, which outlines the services the city would provide for land converted to trust by the Samish Indian Nation, and the contributions the tribe would make in exchange for those services. The services described to be provided in the agreement are essentially the same services the city provides to citizens, and the Samish will pay the equivalent of sales tax, property tax, and lodging tax for those associated services sold by the tribe.

Chairman Tom Wooten of the Samish Indian Nation then expressed that the tribe was committed to paying their fair share, and went on to describe the many projects the Samish have completed recently for the benefit of the city, the tribe, and community members. He expressed the tribe's desire to retain autonomy in developing signage on tribal trust property. He concluded by pointing out that as a member of the Skagit Council of Governments, the tribe is committed to improving the region for the entire community.

Mayor Miller thanked Chairman Wooten for his remarks and partnership with the city.

Discussion topics included:

- Appreciation for the depth of thought and communication.
- Enduring mutual partnership.
- Updating the agreement from 2016 to current.
- Signage, and the definitions of monument signs versus pole signs.
- Historic generosity of the tribe.
- Includes lands that are already in trust.

Anthony Young moved, seconded by TJ Fantini, to authorize the mayor to execute municipal services agreement #24-287-LEG-001 with the Samish Indian Nation.

Vote: Ayes - Carolyn Moulton, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Contract Award: City Facilities Condition Assessment #24-285-FAC-001

Operations Manager WiL Ludeman addressed council regarding the proposed contract award for a City Facilities Condition Assessment #24-285-FAC-001, and introduced Ty Druffel, Account Executive, and Mark Hood, Facilities Condition Assessment Program Manager, of McKinstry Industries, who detailed the background of the company, other cities they have worked with on similar projects, and the process they use to do an assessment, referring to a slide presentation that was added to the packet materials for the meeting.

Mayor Miller pointed out that this project would replace the 'That Looks About Right' (TLAR) method for the city's capital planning.

Discussion topics included:

- What type of inspection would be performed, other than visual?
 - Additional costs to more in depth testing, but visual inspection would likely provide the appropriate level of assessment.
- Who are the stakeholders?
 - Public works facilities team and the council would be the primary stakeholders.
 - More frequent updates to the Public Works committee via remote means.
 - Reports back to the council would be forthcoming, likely in multiple updates.
- What about the downtown arch as a facility?
 - It is the city's discretion to define what qualifies as a facility.
- What deliverables are expected?
 - Work done would go into Cartegraph
 - A workbook of assessment results will be forthcoming.
 - The workbook as primary data source
- Would there be a full structural review of buildings?

- Not part of the review planned per the scope that was published by Public Works.
- Notify the Council if significant issues are identified for immediate action.
 - Significant deficiencies will be included in the report.

Christine Cleland-McGrath moved, seconded by TJ Fantini, to authorize the mayor to execute contract #24-285-FAC-001 with McKinstry Industries for the City Facilities Condition Assessment.

Vote: Ayes - Carolyn Moulton, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Interlocal Agreement 25-007-ASC-001 with Skagit County for the 2025 Senior Services Program

Anacortes Senior Activity Center (ASAC) Administrator Karl Wolfswinkel presented information on programs and activities at ASAC, and its relationship to the County in the proposed interlocal agreement #25-007-ASC-001 for the 2025 Senior Services Program, referring to a slide presentation that was included in the packet materials for the meeting.

Discussion topics included:

- Concerts and other performance events.
- Lunch available daily to the community for \$5 for ages 60+.
- Senior Center used to be operated by Skagit County, and the county still provides funding for a nutrition program.
- Senior Center needs assessment.
 - More space is needed to prepare food due to increased demand county-wide.
 - 200 meals per day limit for Anacortes.

Bruce McDougall moved, seconded by Carolyn Moulton, to authorize the mayor to execute interlocal agreement #25-007-ASC-001 with Skagit County for the 2025 Senior Services Program .

Vote: Ayes - Carolyn Moulton, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Interlocal Agreement #24-291-APD-001 for the "Handle With Care" Program

Police Chief Dave Floyd presented the Council with information on the proposed interlocal agreement for the "Handle with Care" Program, explaining how it benefits affected students who are experiencing difficulties in their homes.

Discussion topics included:

- Importance of the program to children experiencing trauma.
 - Timely sharing of generic information to alert school officials.
 - Connects stakeholders to the children who need help.

TJ Fantini moved, seconded by Anthony Young, to authorize the mayor to execute interlocal agreement #24-291-APD-001 for the "Handle With Care" Program.

Vote: Ayes - Carolyn Moulton, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

General Obligation Bond Issue

Finance Director Steve Hoglund shared a slide presentation that was included in the packet materials for the meeting, which illustrated the summary statistics of the General Obligation bond that was put out to issue in the

prior week. He explained the sale went well, and buyers of the bond in the market noted the City's good reputation and solid underlying S&P AA rating.

Resolution 3171: 2025 Legislative Priorities

Administrative Services Director Emily Schuh presented information gathered by the mayor and staff in preparation to meet with legislators on issues of importance to cities in general, and specifically to the City of Anacortes during the 2025 legislative session, referring to a slide presentation that was included in the packet materials for the meeting.

Discussion topics included:

- 1st area is to propose change to the 1% limit on property tax increases.
- 2nd area for supporting resources to address behavioral health.
- 3rd area is housing supply.
 - Real estate transfer tax was real estate excise tax.
- 4th is public safety, particularly permanent funding for multi-jurisdictional task forces.
- 5th is indigent defense,
 - The state should help address the shortage of resources and training for public defense.
- 6th is investment in local infrastructure by funding public works assistance accounts and identifying ongoing resources.
- Items specific to Anacortes included:
 - Highway 20 / Commercial Ave, the 23-block stretch that is the main commercial corridor.
 - Emphasizing that this is the state's responsibility.
 - Restoring the Anacortes to Sydney state ferry run.
 - Resources for the Event Center.
 - Maintain funding for existing Parks and Recreation grant programs.

Adjournment

There being no further business, at approximately 8:40 pm the Anacortes City Council meeting of December 9, 2024, was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the December 16, 2024 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
359820	9/3/2024	33346	TRANSCO GROUP USA, INC.	TRANSPORTATION ELEMENT OF THE 2025 COMPREHENSIVE PLAN THROUGH 8/30/24	\$ 24,506.88	pw1
358548	9/17/2024	506055529	MIDWEST TAPE, LLC.	DVDS FROM MIDWEST TAPES	\$ 1,466.60	publib
359819	10/15/2024	33640	TRANSCO GROUP USA, INC.	TRANSPORTATION ELEMENT OF THE 2025 COMPREHENSIVE PLAN THROUGH 9/27/24	\$ 8,321.25	pw1
359431	10/15/2024	513777	USA BLUE BOOK	CA610 FLUORIDE ANALYZER MAINTENANCE X 2	\$ 940.96	dwtpt
359822	11/4/2024	1200666146	HDR ENGINEERING, INC	WTP FILTER AND BACKWASH STUDY - 8/14/24-9/28/24	\$ 1,362.69	dwtpt
359842	11/12/2024	15-241110331	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMS-WWLS#18 7-905	\$ 1,160.66	pw1
359841	11/13/2024	15-241110333	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWTP- 7-904	\$ 1,098.99	pw1
359840	11/13/2024	15-241110334	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-THE POINT 6-913	\$ 1,180.62	pw1
359839	11/13/2024	15-241110335	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWLS #4 7-918	\$ 1,079.64	pw1
359838	11/13/2024	15-241110336	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWLS #12 7-921	\$ 1,102.45	pw1
359837	11/13/2024	15-241110337	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWLS #4 7-918	\$ 559.75	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
359836	11/13/2024	15-241110340	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-3 MILLION RES 6-93	\$ 1,002.04	pw1
359433	11/18/2024	10427	OSBORN CONSULTING, INC	STORMWATER MASTER PLAN UPDATE - THROUGH 10/31/24	\$ 93,574.07	pw1
359835	11/20/2024	15-241110440	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-ROCK RIDGE 6-953	\$ 1,184.08	pw1
359823	11/21/2024	127908	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2024 - FIRE STATION FA PANEL	\$ 696.52	pw1
359428	11/22/2024	1200670655	HDR ENGINEERING, INC	WTP FILTER AND BACKWASH STUDY - 09/29/24-11/02/24	\$ 945.40	dwtpt
359589	11/22/2024	21863 - 14	H W LOCHNER, INC	PROFESSIONAL PLAN REVIEW CONSULTANT SERVICES - 9/28-11/22/24	\$ 1,248.77	pw1
359712	11/25/2024	19287	WILSON ENGINEERING, LLC	WWTP PUMP STATION 16 RECONSTRUCTION - DESIGN - THROUGH 11/22/24	\$ 15,930.54	pw1
359821	11/26/2024	Pay App 1	IRON HORSE LLC	2024 SANITARY SEWER LINE REHABILITATION	\$ 394,650.24	pw1
359475	11/27/2024	03188	SKAGIT COUNTY SHERIFF'S OFFICE	NOVEMBER JAIL TAX PAYMENT PER CONTRACT	\$ 98,317.01	finance
359834	11/27/2024	15-241110517	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-FS #1 2-909	\$ 1,098.99	pw1
359812	11/27/2024	1785	VARIUS INC.	SITE VISIT, TRAVEL FOR SD CARD REPLACEMENT - BLUE HERON OMNIMONITOR	\$ 975.00	dwtpt
359811	11/27/2024	1786	VARIUS INC.	2024 EEW EQUIPMENT MONITORING FEES (SHAKEALERT)	\$ 9,105.60	dwtpt
359574	11/27/2024	21-043-FIN-001	ANACORTES FAMILY CENTER	NOVEMBER AFFORDABLE HOUSING TAX PAYMENT	\$ 36,144.60	finance
359575	11/27/2024	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	NOVEMBER AFFORDABLE HOUSING TAX PAYMENT	\$ 36,144.60	finance
359582	11/27/2024	3157	ANACORTES PRINTING	DOOR HANGERS- SOLID WASTE	\$ 26.66	dshop
359833	11/29/2024	15-241110526	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWLS #21 7-919	\$ 1,102.45	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
359469	11/29/2024	275750	INFOSEND, INC.	PROCESSING	\$ 4,835.49	finance
359713	11/30/2024	00007	ZERVAS GROUP ARCHITECTS	WWTP ADMINISTRATION BUILDING ADDITION - DESIGN	\$ 2,750.00	pw1
359478	11/30/2024	4110121	UTILITIES UNDERGROUND LOCATION	NOVEMBER LOCATE TICKETS	\$ 184.80	dshop
359809	11/30/2024	53792	PACIFIC SECURITY	NOVEMBER, 2024 - SECURITY DETAIL	\$ 684.95	court
359434	11/30/2024	CL84202	NELSON-REISNER DISTRIBUTOR INC	VEHICLE FUEL - NOVEMBER 2024	\$ 23,522.07	finance
359573	12/1/2024	052-0010-00	CITY OF ANACORTES	OPS: 11/1-11/30/24	\$ 1,822.00	dshop
359468	12/1/2024	1399329-0043-8	WASTE MANAGEMENT	NOVEMBER 2024 CONTRACTED SERVICES	\$ 151,529.76	finance
359473	12/1/2024	146952	VENTEK INTERNATIONAL	WA PARK PAYSTATION MONITORING	\$ 270.00	parks1
359718	12/1/2024	190-1840-00	CITY OF ANACORTES	UTILITY BILLING - INCLUDES PS REFUSE AND W2 TIE INTO W3	\$ 14,590.96	dwwtp
359695	12/2/2024	0036107-IN	STOP STICK, LTD	STOP STICK TRAINING KIT	\$ 403.65	apd
359807	12/2/2024	109	SKAGIT COUNTY	OCTOBER - INDIGENT SCREENING	\$ 800.00	court
359435	12/2/2024	10942-11-24	BERK CONSULTING, INC.	SENIOR ACTIVITY CENTER NEEDS ASSESSMENT - NOVEMBER 2024	\$ 11,135.00	parks1
359808	12/2/2024	110	SKAGIT COUNTY	NOVEMBER INDIGENT SCREENING	\$ 1,280.00	court
359481	12/2/2024	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 10/1-10/30/24 & 10/30-11/27/24	\$ 12,556.60	dshop
359507	12/2/2024	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 10/2-10/31/24 & 10/30-11/27/24	\$ 7,262.16	dshop
359571	12/2/2024	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 10/8-11/6/24	\$ 93.93	dshop
359518	12/2/2024	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS:10/30- 11/27/24	\$ 38.25	dshop
359482	12/2/2024	3293	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 20.00	pubdef
359483	12/2/2024	3294	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 200.00	pubdef
359484	12/2/2024	3295	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 230.00	pubdef
359485	12/2/2024	3296	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 80.00	pubdef
359486	12/2/2024	3297	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 310.00	pubdef
359487	12/2/2024	3298	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 460.00	pubdef
359488	12/2/2024	3299	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 100.00	pubdef
359489	12/2/2024	3300	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 90.00	pubdef
359490	12/2/2024	3301	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 30.00	pubdef
359491	12/2/2024	3302	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 20.00	pubdef

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
359492	12/2/2024	3303	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 20.00	pubdef
359493	12/2/2024	3304	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 20.00	pubdef
359494	12/2/2024	3305	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 60.00	pubdef
359495	12/2/2024	3306	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 170.00	pubdef
359496	12/2/2024	3307	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 130.00	pubdef
359497	12/2/2024	3308	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 150.00	pubdef
359498	12/2/2024	3309	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 80.00	pubdef
359499	12/2/2024	3310	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 40.00	pubdef
359477	12/2/2024	I6889612	HD FOWLER COMPANY INC	LOCATE MARKING PAINT	\$ 717.00	wdist
359588	12/2/2024	W026609	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 3,544.21	wdist
359429	12/3/2024	14278971	HACH COMPANY	DESICCANT TUBE EMPTY WITH COTTON X 43	\$ 184.46	dwtpt
359683	12/3/2024	1533232	LIFE ASSIST, INC	ENDOTRACHEAL TUBES, ARS, ELECTRODES	\$ 328.48	medic
359480	12/3/2024	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD AVE ST LIGHTS: 11/1- 12/3/24	\$ 9.36	dshop
359479	12/3/2024	220030712800	PUGET SOUND ENERGY INC	STREET LIGHTS: 11/1- 12/3/24	\$ 5.35	dshop
359427	12/3/2024	24-34192	EUROFINS ENVIRONMENT TESTING	LAB TESTING	\$ 99.45	dwwtpt
359430	12/3/2024	557604	USA BLUE BOOK	LAB SUPPLIES - BUFFER, CHLORINE STANDARD, PH SOLUTION. I IQUI-NOX	\$ 793.65	dwtpt
359814	12/4/2024	0329998-IN	NELSON-REISNER DISTRIBUTOR INC	SUPPLIES FOR SHOP STOCK	\$ 6,357.66	dshop
359585	12/4/2024	2047934	MILES SAND & GRAVEL CO.	GRAVEL- A-DOCK SEWER PROJECT	\$ 979.20	dshop
359702	12/4/2024	24-35653	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtpt
359829	12/4/2024	24553.00-3	GRAY & OSBORNE INC	SHIP HARBOR BOARDWALK RESTORATION - OPTIONS/COST ESTIMATES - 11/3/24-11/30/24	\$ 8,376.60	parks1
359830	12/4/2024	24567.00-1	GRAY & OSBORNE INC	DEPOT MARKET PLAZA EXPANSION PROJECT - DESIGN - 11/3/24-11/30/24	\$ 693.77	parks1
359432	12/4/2024	2US1010485	MALVERN PANALYTICAL, INC.	TYGON TUBING	\$ 307.01	dwtpt
359696	12/4/2024	3165131991	IDEXX DISTRIBUTION, INC	SAMPLE VESSELS	\$ 276.60	dwtpt
359716	12/4/2024	910672	CASCADE COLUMBIA DISTRIBUTION	PLANT CHEMICALS	\$ 5,383.51	dwwtpt
359831	12/5/2024	1132	BE ENTERPRISES LLC	2024 JANITORIAL SERVICES - AS NEEDED - CITY HALL & SENIOR CENTER	\$ 5,040.00	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
359832	12/5/2024	1136	BE ENTERPRISES LLC	2024 JANITORIAL SERVICES - NOVEMBER 2024	\$ 8,827.30	pw1
359474	12/5/2024	122024	MACDONALD, TERRY	98221 ART GALLERY SALE	\$ 87.50	parks1
359501	12/5/2024	145-5260-01	THOMAS, LEANA & STEVEN	UB Refund Cst #060649	\$ 133.59	finance
359515	12/5/2024	2024-11-AS	GDIXONLAW	PUB DEF CONFL	\$ 10.00	pubdef
359508	12/5/2024	2024-11-BH	GDIXONLAW	PUB DEF CONFL	\$ 40.00	pubdef
359513	12/5/2024	2024-11-BRP	GDIXONLAW	PUB DEF CONFL	\$ 120.00	pubdef
359511	12/5/2024	2024-11-CP	GDIXONLAW	PUB DEF CONFL	\$ 330.00	pubdef
359509	12/5/2024	2024-11-DK	GDIXONLAW	PUB DEF CONFL	\$ 110.00	pubdef
359504	12/5/2024	2024-11-EB	GDIXONLAW	PUB DEF CONFL	\$ 80.00	pubdef
359516	12/5/2024	2024-11-HT	GDIXONLAW	PUB DEF CONFL	\$ 40.00	pubdef
359505	12/5/2024	2024-11-JE	GDIXONLAW	PUB DEF CONFL	\$ 240.00	pubdef
359512	12/5/2024	2024-11-JR	GDIXONLAW	PUB DEF CONFL	\$ 130.00	pubdef
359514	12/5/2024	2024-11-LS	GDIXONLAW	PUB DEF CONFL	\$ 80.00	pubdef
359502	12/5/2024	2024-11-MBE	GDIXONLAW	PUB DEF CONFL	\$ 70.00	pubdef
359503	12/5/2024	2024-11-MBI	GDIXONLAW	PUB DEF CONFL	\$ 100.00	pubdef
359506	12/5/2024	2024-11-PG	GDIXONLAW	PUB DEF CONFL	\$ 80.00	pubdef
359517	12/5/2024	2024-11-TW	GDIXONLAW	PUB DEF CONFL	\$ 80.00	pubdef
359510	12/5/2024	2024-11-VK	GDIXONLAW	PUB DEF CONFL	\$ 80.00	pubdef
359576	12/5/2024	20242318	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING 11/2024	\$ 4,050.10	finance
359587	12/5/2024	2048071	MILES SAND & GRAVEL CO.	SAND & GRAVEL- A-DOCK SEWER PROJECT	\$ 940.02	dshop
359705	12/5/2024	24-35752	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR SOUTH	\$ 95.00	dwtpt
359706	12/5/2024	24-35753	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR 00932	\$ 38.00	dwtpt
359678	12/5/2024	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 10/1-10/30/24	\$ 276.96	dshop
359500	12/5/2024	430-0520-01	SAYLER, DALE & MARILYN	UB Refund Cst #046049	\$ 196.44	finance
359810	12/5/2024	INV00560346	USA BLUE BOOK	KIMWIPES	\$ 395.00	dwtpt
359806	12/5/2024	INV00560572	USA BLUE BOOK	CA610 FLUORIDE REAGENT 1-TISAB X 2	\$ 255.15	dwtpt
359694	12/5/2024	12502602	WASHINGTON STATE PATROL	BACKGROUND CHECKS; NOVEMBER 2024	\$ 132.50	apd
359707	12/5/2024	MEK0073	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtpt
359708	12/5/2024	MEK0093	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtpt
359824	12/5/2024	ReimbOleary	O'LEARY, TIMOTHY	LONG TERM CARE PAYMENT REIMBURSEMENT LEOFF1 RETIRFF	\$ 396.00	hr

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
359476	12/5/2024	ReimbRains	RAINS, JAMES	BOOT ALLOWANCE - JR	\$ 240.00	dwwtp
359687	12/5/2024	W030493	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 1,711.34	wdist
359688	12/5/2024	W120104	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 104.42	wdist
359813	12/6/2024	0231036	SWS EQUIPMENT	PART FOR VEHICLE #513	\$ 759.05	dshop
359581	12/6/2024	1135	BE ENTERPRISES LLC	NOVEMBER 2024 JANITORIAL SERVICES PUBLIC RESTROOM CLEANING	\$ 1,755.60	plan
359584	12/6/2024	2024.LTAC.AWA.1	ANACORTES WATERFRONT ALLIANCE	FUNDING FOR SAILING REGATTAS ANACORTES WATERFRONT ALLIANCE, LTAC	\$ 2,960.39	plan
359801	12/6/2024	2048193	MILES SAND & GRAVEL CO.	WA PARK MAINTENANCE SUPPLIES	\$ 91.39	parks1
359698	12/6/2024	24-33808	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TTHM/HAA5	\$ 1,456.00	dwwtp
359817	12/6/2024	Pay App 7	C JOHNSON CONSTRUCTION, INC	2024 WATERLINE REPLACEMENT PROJECT	\$ 183,893.07	pw1
359691	12/7/2024	00005W5A83494	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 12/07/24	\$ 24.91	apd
359692	12/7/2024	220013286491	PUGET SOUND ENERGY INC	APD 11/6-12/6/24	\$ 2,572.15	apd
359802	12/7/2024	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 11/5-12/6/24	\$ 31.39	parks1
359684	12/7/2024	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION: 11/6-12/6/24	\$ 46.59	dshop
359711	12/7/2024	220021901958	PUGET SOUND ENERGY INC	ENERGY BILL - FOR SKYLINE TSUNAMI SIREN	\$ 10.89	dwwtp
359697	12/7/2024	241462	T-SHIRTS BY DESIGN	JACKET EMBROIDERY	\$ 32.64	dwwtp
359717	12/7/2024	INV2929023	COPIERS NORTHWEST, INC	ASC STAPLE CARTRIDGES FOR COPIER	\$ 174.03	finance
359681	12/9/2024	0002243496	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 110.12	medic
359590	12/9/2024	12/02/24	ISLAND HOSPITAL	NOVEMBER AMBULANCE SUPPLIES	\$ 1,805.61	medic
359679	12/9/2024	210-4730-02	JURKOVICH TRUST, BRANKO & MARIA	UB Refund Cst #060738	\$ 7,491.20	finance
359852	12/9/2024	220013297076	PUGET SOUND ENERGY INC	6821 STATE ROUTE 20 11/7-12/7/24	\$ 16.31	finance
359680	12/9/2024	230-1215-00	WHITMORE, ELIZABETH	UB Refund Cst #066563	\$ 43.76	finance
359701	12/9/2024	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 11/1-11/30/24	\$ 52.00	finance
359685	12/9/2024	525350	MOMENTUM TELECOM INC	SIP TRUNKS 12/1-12/31/24	\$ 1,067.44	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
359825	12/9/2024	7437	MOUNTAIN LAW, PLLC	PUBLIC DEFENSE JARS AGREEMENT - NOVEMBER 2024	\$ 800.00	pubdef
359710	12/9/2024	982211	MCKINLEY, BROOKE	ART SALE FROM 98221 GALLERY	\$ 157.50	parks1
359714	12/9/2024	982212	SWAPP, KELLY	ART SALE FROM 98221 GALLERY	\$ 52.50	parks1
359703	12/9/2024	NOV 24	THE LAW OFFICE OF	PROSECUTION SERVICES - NOVEMBER	\$ 8,500.00	attorney
359704	12/9/2024	NOV CC	THE LAW OFFICE OF	PROSECUTION SERVICES - NOVEMBER CC	\$ 880.00	attorney
359816	12/10/2024	1747042	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 434.00	finance
359844	12/10/2024	24-214-FAC-0011	COMMERCIAL ALARM & DETECTION	RETAINAGE RELEASE	\$ 1,557.70	pw1
359850	12/10/2024	24-259-FAC-0011	GATEWAY CONTROLS, INC	RETAINAGE RELEASE	\$ 96.66	pw1
359848	12/10/2024	24-261-ENG-0011	TONKA GROUND WORK	RETAINAGE RELEASE	\$ 630.00	pw1
359846	12/10/2024	24-262-PRK-0011	PRECISION TREE SERVICE, INC	RETAINAGE RELEASE	\$ 1,000.00	pw1
359815	12/10/2024	24-35513	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - FLUORIDE BH	\$ 33.00	dwtp
359827	12/10/2024	817460	MISTER T'S AWARDS &	NAMETAG - LIBRARY	\$ 27.15	hr
359804	12/10/2024	INV2929264	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 10/8-11/7/24	\$ 702.55	finance
359881	12/11/2024	L164915	STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT 23-23	\$ 20,544.20	finance
359885	12/11/2024	8498 30 017 0464628	COMCAST	WA PARK INTERNET SERVICE TAX & FEES NOVEMBER	\$ 1.31	parks1
359818	12/30/2024	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGE: 11/7-12/7/24	\$ 37.07	dshop
	Total				\$ 1,263,455.49	



City Council Agenda Bill

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

Agenda Item Title: Contract Modification: FEMA Coordination for FEMA-4635-DR (November 2021) #24-043-ENG-001

Staff Contact(s): Andrew Rheume

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

Item Summary: City staff seeks Council consent to issue a contract modification to Widener and Associates in the amount of \$29,368.40, increasing the total contract price to \$59,368.40. The increase to this contract is due to FEMA moving the WA Park Trail and Guemes Channel Trail projects from disaster DR-4650 to DR-4635, consolidating the project's to one disaster greatly reduces the administration of the project for FEMA and the city. The contract between the City and WIdener and Associates for disaster DR-4650 will sunset as a result, and the remaining funding and contracted work will move to the contract for disaster DR-4635. This is also important for contract expenses to be eligible for FEMA reimbursement.

Background:

1. **Reason for Contract Change:** FEMA has moved WA Park Trail and Guemes Channel Trail projects from DR-4650 to DR-4635.
2. **Key Terms:** increase of \$29,368.40, extension through 12/31/26.
3. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Consultant	Widener and Associates
Original Agreement Amount	\$30,000.00
Current Agreement Amount	\$30,000.00

Change Per This Modification	\$29,368.40
Total After Modification	\$59,368.40
Earmarked Funds	\$375,000.00
BARS #	401.730.594.34.63, 440.712.535.00.41
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/26

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with Widener and Associates under Contract 24-043-ENG-001, in the amount of \$29,368.40 increasing the total contract price to \$59,368.40.

Alternative Actions: Not approve the modification.

Attachments (listed in order presented):

1. 24-043-ENG-001 Mod 01



Date December 16, 2024
Page 1 of 1 Page

Contract Title FEMA Coordination for FEMA-4635-DR (November 2021)
Consultant WIDENER AND ASSOCIATES

BACKGROUND

This modification is issued in accordance with Article 21, Changes/Additional Work and provides for an addition to the Scope of Work due to the fact that FEMA has moved the WA Park Trail and Guemes Channel Trail projects from DR-4650 to DR-4635. Accordingly, the contract price is increased by \$29,368.40 from \$30,000.00 to \$59,368.40, and the following changes are incorporated under this contract:

The Title of the Contract is changed from “**FEMA Coordination for FEMA-4593-DR (November 2021)**” to “**FEMA Coordination for FEMA-4635-DR (November 2021)**”.

ARTICLE 1. Scope Of Work. The following second paragraph is added:

“Per Modification 01, Consultant will perform the work for FEMA Emergency Repair Projects Trails, Sandbagging, WTP Sinkhole under contract 24-043-ENG-001 as detailed in Exhibit B, which is attached hereto and incorporated by reference.”

ARTICLE 2. Contract Price. The paragraph is revised to read:

“The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Fifty-Nine Thousand Three Hundred Sixty-Eight Dollars and Forty Cents (\$59,368.40)**. The labor rates for the contract, and estimated costs for Modification 01 are detailed in Exhibit C, which is attached hereto and incorporated by reference.”

ARTICLE 3. Period of Performance. The paragraph is revised to read:

“The period of performance under this Agreement is from inception through December 31, 2026.”

All other terms of the contract remain unchanged.

CITY OF ANACORTES

WIDENER AND ASSOCIATES

By _____

By _____

Date _____

Date _____

Original Agreement Amount	<u>\$30,000.00</u>	Original Contract Completion Date	<u>12/31/2024</u>
Current Agreement Amount	<u>\$30,000.00</u>	Current Contract Completion Date	<u>12/31/2024</u>
Change Per this Modification	<u>\$29,368.40</u>	Net Change	<u>73 Days</u>
Total After Modification	<u>\$59,368.40</u>	Contract Completion Date After Change	<u>12/31/2026</u>

Scope of Work
FEMA Emergency Repair Projects
FEMA-4635-DR FEMA
Trails, Sandbagging, WTP Sinkhole
Contract #24-043-ENG-001
Modification #1 – EXHIBIT B

Widener (the Consultant) will continue to assist the City of Anacortes (the City) with the completion of the required procedures and documentation for the WA EMD PA process for WA Park Trail, Guemes Channel Trail, Sandbagging the Levee Road Dike and WTP Sinkhole repair projects. The Consultant will continue to assist and/or provide the follow:

Invoice Monitoring & Submittals to EMD

For contracted projects such as Guemes Channel Trail and the WTP Sinkhole repairs contractor invoices will need to be reviewed and submitted through the A-19 invoices process to EMD. Widener will coordinate with the City and EMD staff to compile and submit all invoices through the FEMA process. We will work to properly categorize each invoice and address FEMA CRC questions as needed.

Deliverables

- A-19 Invoice documentation and submittals to EMD.

Obligating and Versioning of Obligated Projects

Due to the complexity of projects such as the WTP Sinkhole, Guemes Channel Trail, and WA Park Trail Widener will work with EMD staff to version the projects from A&E to construction or from standard to an alternative project. Versioning occurs after the City

determines a scope and cost for how FEMA funds will be used for a project. Widener will assist with this process to obligate project funds during each phase.

Deliverables

- FEMA obligation of project funds for each version.

Contracting Guidance

To comply with federal and state contracting regulations Widener will work with EMD to ensure all City contracts which will be reimbursed through the FEMA process have the appropriate terms, conditions, and regulatory language.

Deliverables

- Review and approval of contracts (for FEMA reimbursement) before the City executes.

Project Name Client Location Exhibit C Modification #1 FEMA DR-4635 Mngt Trails, Sand, Sinkholes (24-043-ENG-001) City of Anacortes City of Anacortes, WA Date 12/3/2024					
	Project Manager	Senior Biologist	Project Biologist		
	Hours	Hours	Hours		
Invoice Monitoring & Submittal to EMD	5	35	45		
Versioning of Obligated Projects	5	45	15		
Contracting Guidance	25	20	15		
Total hours	35	100	75		
Summary	Hours	Rate	Cost		
Project Manager	35	\$ 177.60	\$6,216.00		
Project Biologist	75	\$ 86.80	\$9,900.00		
Senior Biologist	100	\$ 132.00	\$13,200.00		
Total Labor				\$29,316.00	
Mileage	Rate 0.655 per mile	Miles	80	\$52.40	
TOTAL ESTIMATED MODIFICATION #3 COST				\$29,368.40	
		Original Contract		\$ 30,000.00	
		Modification #1		\$ 29,368.40	
TOTAL ESTIMATED CONTRACT COSTS				\$ 59,368.40	
Cowling & Co. L.L.C. dba Widener & Associates 1902 120th Place SE Suite 202 Everett, WA 98208					



City Council Agenda Bill

Meeting Date: December 16, 2024 **Agenda Item:** 6.d.

Agenda Item Title: Contract Award: 2025 Anacortes Community Action Office & Care Specialist #25-012-PLN-001

Staff Contact(s): John Coleman

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$84,500.00 to Community Action of Skagit County to continue to provide the services of the Anacortes Community Action Office & Care Specialist through 2025.

Background:

1. **History:** The City and Community Action began a pilot program in 2023 for Community Action to establish a satellite office and employ a care specialist in order to provide services to the Anacortes community. Due to the success of the program the parties would like to continue the program through 2025.
2. **Key Terms:**
 - Contract is for \$84,500.00 to be paid in equal monthly payments.
 - Contract term is for 12 months.

Budget Impact:

Contractor	Community Action of Skagit County
Contract Amount	\$84,500.00
Earmarked Funds	\$84,500.00
BARS #	001.240.562.00.41
Budget Amendment Required?	No
Start Date	01/01/2025

End Date	12/31/2025
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Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-012-PLN-001 with Community Action of Skagit County in the amount of \$84,500.00 to continue to provide the services of the Anacortes Community Action Office & Care Specialist through 2025.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-012-PLN-001



AGREEMENT 25-012-PLN-001
Between
CITY OF ANACORTES
And
COMMUNITY ACTION OF SKAGIT COUNTY

2025 Anacortes Community Action Office & Care Specialist

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and the Community Action of Skagit County, hereinafter referred to as the "Community Action", together referred to as "Parties".

WHEREAS the City and Community Action see value in Community Action services and accessibility in Anacortes community with a Community Action office in Anacortes that is staffed with a Care Specialist; and

WHEREAS Community Action has the capacity to include a care specialist with case management experience in its current services at a facility in Anacortes; and

WHEREAS Community Action has built a strong working relationship with the Anacortes Family Center and Anacortes Housing Authority and seeks way to fill gaps and augment the services available to provide additional services to the community; and

WHEREAS the Parties began a pilot program in 2023 and after evaluating its success in the community the Parties would like to continue the program.

NOW, THEREFORE, the Parties agree as follows:

1. Satellite Office.

- a. Community Action will continue to maintain the Anacortes satellite office to assist people with basic resources, information, and referrals. ("Satellite Office"). Community Action will continue to employ a Care Specialist at the Satellite Office, who will provide information and resources, screen for program and service eligibility, provide care coordination (case management) services, and facilitate online or in-person meetings with other agency programs and other service providers.
- b. The Satellite Office must be open to the public.
- c. Community Action Staff and consultants will be available at least Monday through Friday, 9:00 am - 3:00 pm during the Term of this Agreement, except during observed holidays and staff training days. There will be no after-hours emergency service. However, referrals to the Recovery Navigator Program can be made 24 hours a day to a voicemail or answering service. The management of the satellite office staff and facility will be provided by Community Action's Resource Center Manager, Dulce Vazquez-Cruz, DulceVC@communityactionskagit.org.
- d. Community Action will respond to City requests for assistance with individuals. Community Action staff will provide basic resources, information, and referrals to individuals about ways to extend income,

acquire food support, acquire energy assistance, and acquire transportation assistance ("Services").

- e. Community Action will collaborate with other local agencies to identify and clarify roles and responsibilities in engaging with individuals who are unhoused and/or experiencing substance use disorders.
- f. Community Action will install a sign at the Satellite Office in a conspicuous location that identifies that the Satellite Office staff are funded by the City.
- g. Community Action will engage in marketing its services via the City's A-Town is Our Town publication, the Anacortes American, and other media to ensure city residents know about the location and the agency's available services.

2. **Payment.**

- a. The City will pay Community Action the sum of \$84,500.00 to maintain and staff the Satellite Office and provide Services.
- b. The City will make equal monthly payments to Community Action beginning January 1, 2025.

3. **Reporting.**

- a. City will identify and prescribe metrics for data collection pursuant to this Agreement and will review and update those metrics throughout the Term of this Agreement based on what data best informs the Parties' assessment of the efficacy of the pilot program.
- b. Community Action will provide the City the data requested in the format prescribed by the City on a quarterly basis and will work cooperatively with the City to prepare quarterly reports to City Council described herein.
- c. The metrics must include at least:
 - i. The number of unduplicated individuals and households served in Anacortes and specifically by the Anacortes office;
 - ii. A breakdown of duplicated and unduplicated services;
 - iii. Demographic breakdown of individuals served.
 - iv. A data-based assessment of the expanded outreach under the pilot program; and
 - v. Pre-pilot program data to allow evaluation of pilot program success.
- d. Community Action will present quarterly reports at regular City Council meetings. Such reports will include spreadsheets of the full sets of data collected pursuant to this Agreement and definitions of services.

4. **Term.** The term of this Agreement will be one calendar year commencing on January 1, 2025 through December 31, 2025.

5. **Indemnification:** The Parties shall defend, indemnify and hold each other and the indemnified party's officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, solely arising out of or solely resulting from the acts, errors or omissions of the indemnifying party in performance of this Agreement.

6. **Insurance:** Community Action shall procure and maintain a comprehensive general liability policy covering all claims for personal injury (including death) and property damage (including all real and personal property) arising out of this Agreement. The limits of liability shall not be less than Two Million Dollars (\$2,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The City shall be named as an additional insured under the Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26. Community Action shall provide the City with certificates of insurance. The policy of insurance required herein shall (i) be written as a primary policy; (ii) contain an express waiver of any right of subrogation by the insurance company against the City and the City's elected officials, employees or agents; and (iii) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of the contractor which might otherwise result in a forfeiture of said insurance.
7. **No Joint Ventures:** The Parties acknowledge that no joint venture or partnership is created by this Agreement. No agent, employee or representative of Community Action shall be deemed to be an agent, employee or representative of the City for any purpose. Community Action shall be solely responsible for all acts of its agents, employees, representatives and subcontractors.
8. **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:
- a. To the City:
City of Anacortes
Attn: Darcy Swetnam, City Attorney
PO Box 547, Anacortes, WA 98221
contracts@anacorteswa.gov
 - b. To Community Action:
Community Action of Skagit County
Attn: Bill Henkel, Executive Director
330 Pacific Pl, Mount Vernon, WA 98273
BillH@communityactionskagit.org
9. **Governing Law; Binding Effect:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and performed in such state without giving

effect to the choice of law principles of such state that would require or permit the application of the laws of another jurisdiction.

10. **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.
11. **Counterparts:** This Agreement may be executed in one or more counterparts, including electronically through DocuSign, each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the City and Community Action have executed this Agreement as of _____.

CITY OF ANACORTES:

By: _____
Matt Miller, Mayor

Dated: _____

Attest: _____
Steven D. Hoglund, Finance Director

Approved as to form and legality:

Darcy Swetnam, City Attorney

COMMUNITY ACTION OF SKAGIT COUNTY:

By: _____
Bill Henkel, Executive Director

Dated: _____



City Council Agenda Bill

Meeting Date: December 16, 2024 **Agenda Item:** 6.e.

Agenda Item Title: Contract Award: Sanitary Sewer Maintenance Reduction #24-297-SEW-001

Staff Contact(s): Andrew Rheume

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$78,988.80 to RAW Land Construction LLC to perform the Sanitary Sewer repairs. The project provides for channelization repairs to seven manholes and the installation of seven new manholes, three of which will replace defective cleanouts. All are currently on the City's weekly maintenance routine and repairs will reduce ongoing maintenance cost. The funding for this contract is budgeted in the 2024 CFP "System Maintenance Inflow and Infiltration Reduction Project." With this contract, Public Works will achieve our goal for investment in the sanitary sewer repairs for 2024.

Background:

1. **Key Terms:**
 - Contract is for a firm fixed price of \$78,988.80.
 - The Contractor shall complete the work by January 21, 2025.
2. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with RAW Land Construction LLC.

Budget Impact:

Contractor	RAW Land Construction LLC
Contract Amount	\$78,988.80
Earmarked Funds	\$1,500,000.00

BARS #	440.750.594.35.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	1/21/2025

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-297-SEW-001 with RAW Land Construction LLC in the amount of \$78,988.80 to perform the Sanitary Sewer Maintenance Reduction project.

Alternative Actions:

Attachments (listed in order presented):

1. 24-297-SEW-001



CONTRACT 24-297-SEW-001
AGREEMENT WITH
RAW LAND CONSTRUCTION LLC

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and RAW Land Construction LLC, a private contractor at 2430 E Bakerview Rd, Bellingham, WA 98226 (herein after referred to as "Contractor").

PROJECT
SANITARY SEWER MAINTENANCE REDUCTION

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to perform channelization repairs to seven manholes and the installation of seven new manholes, three of which will replace defective cleanouts, within the Anacortes city limits. Work is detailed in Exhibit A, and subject to the City of Anacortes Engineering Standards, both of which are hereby incorporated by reference and made a part hereof.
2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **Seventy-Eight Thousand Nine Hundred Eighty-Eight Dollars and Eighty Cents (\$78,988.80)**, which includes \$6,388.80 in 8.8% sales tax. This includes all labor, materials, and standard freight 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 contractor 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 January 21, 2025.
5. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Lance Jordan, (360) 588-8118.
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, Exhibit A, and the City of Anacortes Engineering Standards 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:
City of Anacortes

Mayor

Date

Contractor:
RAW Land Construction LLC

Date

Contractor License #

Quote

Raw Land Construction, LLC
2430 E Bakerview Rd
Bellingham WA 98226
Info@rawlandconstructionllc.com

DATE: DECEMBER 9, 2024

TO City of Anacortes

SALESPERSON		JOB	PAYMENT TERMS	DUE DATE
Waylon Winterburn		COA Sewer Manholes		

ITEM	DESCRIPTION	UNIT	LINE TOTAL
1	Mobilization	LS	\$5,000.00
2	Re-Channel sewer manholes X 5	\$1,000 / EA	\$5,000.00
3	Fix channels that flow into bench X 2	\$1,500 / EA	\$3,000.00
4	Install new SSMH X 7	\$7,500 / EA	\$52,500.00
5	6” sewer pipe X 20 LF	\$100 / LF	\$2,000.00
6	SPCC Plan	LS	\$100.00
7	Asphalt patching	LS	\$5,000.00
SUBTOTAL			\$72,600.00
SALES TAX 8.8%			\$6,388.80
TOTAL			\$78,988.80

Quotation prepared by: Waylon Winterburn _____

To accept this quotation, sign here and return: _____

Thank you for your business!

1. WASHINGTON STATE PREVAILING WAGES: 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 actual cost charged by L&I 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 inquiries 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. Performance and Payment Bonds. 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. Retainage. 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 Manager 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 Contractor'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 when any motor vehicles are used in connection with work to be performed. 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 when any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed.

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. 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:

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

CONTRACTOR:

RAW Land Construction LLC
Waylon Winterburn
2430 E Bakerview Rd
Bellingham, WA 98226
waylon@rawlandconstructionllc.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: December 16, 2024 **Agenda Item:** 6.f.

Agenda Item Title:

Contract Award: WTP SCADA Support #25-014-WTR-001

Staff Contact(s): Andrew Rheume, Terry Nemeth

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

Tiffany Matson

Contract Award

Andrew Rheume

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$61,836.84 to Industrial Software Solutions for the WTP SCADA Support through 12/30/2027.

Background:

1. **History:** WTP will be switching from an annual renewal subscription to the AVEVA flex subscription. This will provide on demand SCADA and historian support along with all available software updates.

2. **Key Terms:**

- Contract is for a firm fixed price of \$61,836.84 with sales tax for the 3-year subscription with annual payments.
- The term is from 12/31/24-12/30/27.

3. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirement

Budget Impact:

Consultant	Industrial Software Solutions
Contract Amount	\$61,836.84
BARS #	401.730.534.10.41
Budget Amendment Required?	No
Start Date	12/31/2024

End Date	12/30/2027
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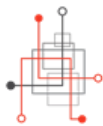
Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-014-WTR-001 with Industrial Software Solutions in the amount of \$56,940.00 to perform the WTP SCADA Support.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-014-WTR-001



INDUSTRIAL SOFTWARE SOLUTIONS

QUOTATION

Office Address:
Industrial Software Solutions
19909 120th Ave. NE Suite 203
Bothell, WA 98011

Remittance Address:
Industrial Software Solutions
19909 120th Ave. NE Suite 203
Bothell, WA 98011

Toll Free Phone: (888) 449-0494
Fax: (425) 332-7027

To: Terry Nemeth
Company: City of Anacortes
Location: Mount Vernon, WA
Phone: 360-299-1952
Email: nemeth@cityofanacortes.org

Quotation: 20241122-37033 Rev0
Project: City of Anacortes - WTP - 3 Year Agreement

From: Megan Engebretson
megane@industrial-software.com
425.368.7361

Date: November 25, 2024

Three-Year Subscription total is \$56,940.00 USD with (3) three annual payments.

Year 1 of 3:

P/N	Qty	Description	Unit Price	Ext Price
FLEXCR-01	1	AVEVA Flex Credits Cost per Credit for additional credits \$18.80 Includes Standard Level Software Technical Support *Term date December 31 st , 2024 thru December 30 th , 2025	\$17,885.00	\$17,885.00

\$17,885.00 USD

Year 2 of 3:				
P/N	Qty	Description	Unit Price	Ext Price
FLEXCR-01	1	AVEVA Flex Credits Cost per Credit for additional credits \$18.80 Includes Standard Level Software Technical Support *Term date December 31 st , 2025 thru December 30 th , 2026	\$19,055.00	\$19,055.00
				\$19,055.00 USD

Year 3 of 3:				
P/N	Qty	Description	Unit Price	Ext Price
FLEXCR-01	1	AVEVA Flex Credits Cost per Credit for additional credits \$18.80 Includes Standard Level Software Technical Support *Term date December 31 st , 2026 thru December 30 th , 2027	\$20,000.00	\$20,000.00
				\$20,000.00 USD

Three-Year Subscription Agreement Total (excluding duties and taxes)	\$56,940.00 USD
Year 1 Total Due (excluding duties and taxes)	\$17,885.00 USD

Terms and Conditions

- All pricing is in USD and does not include any domestic/foreign taxes/duties.
- Quotation is valid until current agreement's expiration date.
- Tax status must be listed on customer's purchase order. Tax exemption number must be on file or applicable taxes will be added.
- End User information is required at time of order for license registration purposes.
- **The signed Order Form referencing this Quotation number is required.**
 - **NOTE: The purchaser may upload their purchase order to the Order Form if preferred.**
- Payment Terms are Net 30 Days from Date of Invoice, upon credit approval. Late payments are 1.5% of unpaid balance per month - as per Industrial Software Solutions credit application.
- This is a (3) three-year Subscription Agreement with (3) three annual payments. Invoices will be automatically issued annually in Years 2 and 3.
- Any third-party order processing and administration costs will be charged to the end-user customer.
- The End User will not have the right to cancel the Subscription Agreement for convenience during the agreement term.
- Any new license(s) added to this subscription will increase the remaining annual subscription price. New licenses added during the active subscription term will be pro-rated and billed at the time of purchase. The next annual payment as part of this Subscription Agreement will be increased commensurate with the cost for the additional license(s).
- All software and user manuals are provided in electronic format only.
- **This Order Form and the attached Quotation shall become a binding Agreement upon signature by the purchaser, or if this quotation number is referenced on the customers Purchase Order. These specific Terms & Conditions shall supersede all other Terms & Conditions.**

Public Records Act

Parties acknowledge that the City of Anacortes is subject to requirements under the Public Records Act under RCW 42.56 and that compliance with this act is required by Washington State.

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

CITY OF ANACORTES

INDUSTRIAL SOFTWARE SOLUTIONS

By _____
Matt Miller, Mayor

By _____

Date _____

Date _____

Appendix

Estimated Flex Credit Usage			
Description	Credits per year	Qty	Total Credits per year
UpgC, Historian Client Desktop 2023 Concurrent, Single User	23	1	23
UpgC, AV CAL without MS CAL Single	5	1	5
UpgC, Reports for Operations 250 Tags	54	1	54
UpgC, Communication Drivers 2023 Standard	12	1	12
Remote Response Objects For Galaxies up to 50000 IO		1	
UpgC, Reports for Operations 2 Web Clients	19	1	19
UpgC, Communication Drivers 2023 Standard	12	1	12
UpgC, Historian Client Desktop 2023 Concurrent, Single User	23	1	23
UpgC, Historian Client Desktop 2023 Concurrent, Single User	23	1	23
UpgC, AV CAL without MS CAL Single	5	1	5
UpgC, AV CAL without MS CAL Single	5	1	5
UpgC, Communication Drivers 2023 Standard	12	1	12
UpgC, Supervisory Client 2023 with Historian Client	52	1	52
Application Server 2014R2 Platform	0	1	0
UpgC, Dev Studio 2023 Unlim Unlim / Unlim / 500	179	1	179
WW Skelta BPM Developer Edition 1 user	0	1	0
UpgC, Supervisory Client 2023 without Historian Client	41	1	41
Upg, Application Server 2014R2 Platform	0	1	0
UpgC, Supervisory Client 2023 without Historian Client	41	1	41
Upg, Application Server 2014R2 RDS Session	0	1	0

UpgC, Supervisory Client 2023 without Historian Client	41	1	41
Upg, Application Server 2014R2 RDS Session	0	1	0
UpgC, System Platform 2023 25000 IO / 5000 History	432	1	432
UpgC, Communication Drivers 2023 Standard	0	1	0
UpgC, Communication Drivers 2023 Standard	0	1	0
Application Server 2023 25000 I/O	0	1	0
Upg, Application Server 2014R2 Platform	0	1	0
Upg, Application Server 2014R2 Platform	0	1	0
Upg, Application Server 2014R2 Platform	0	1	0
Upg, Application Server 2014R2 GR Platform	0	1	0
UpgC, Historian 2023 Standard, 5000 Tag	0	1	0
Upg, Information Server Portal	0	1	0
UpgC, Supervisory Client 2023 without Historian Client	41	1	41
Upg, Application Server 2014R2 RDS Session	0	1	0
UpgC, Supervisory Client 2023 without Historian Client	41	1	41
Upg, Application Server 2014R2 Platform	0	1	0

Total Credits per year	1,061
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City Council Agenda Bill

Meeting Date: December 16, 2024 **Agenda Item:** 6.g.

Agenda Item Title: Special Event Application: Parade of Champions for Anacortes High School Football Team

Staff Contact(s): Stephanie Snyder

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

Item Summary: To celebrate the victory at state level, the Anacortes High School Football Team requests a road closure on Commercial Avenue to have the team and coaches and all involved in a motorcade to wave hello to the community to share their victory.

Budget Impact:
0

Previous Action:

Recommended Motion: Approve

Alternative Actions: Disapprove or Modify

Attachments (listed in order presented):

1. City Council Decision _ Laserfiche Forms



Special Event Application

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

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

Application

Application Date *

12/12/2024

Event Name *

Football Championship Parade

Event Type

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

Applicant/Organization Name *

John Dumas

Mailing Address *

1514 32nd

Event Contact Person *

John Dumas

Event Contact Email *

johndumas1969@gmail.com

Event Contact Phone*

3602024314

Event Website

Estimated Number of Participants/Attendees*

500-600

Event Description*

A parade down commercial to celebrate the state championship for the high school and youth football league championship

Will food vendors participate in this event?*

All Food Vendors must be inspected by the Fire Marshall on site prior to the start of the event.

☐ Yes ☒ No

Date Event Starts*

1/12/2025

Time Event Starts*

11:30:00 AM ▾

Date Event Ends*

1/12/2025

Time Event Ends*

12:15:00 PM ▾

Date Street Closure Starts*

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

1/12/2025

Time Street Closure Starts*

10:30:00 AM ▾

Date Street Closure Ends*

1/12/2025

Time Street Closure Ends*

1:15:00 PM ▾

Event Location*

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

2nd and Commercial to 10th and Commercial

Parking Location

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

Non

Event Map (optional)

Upload one or more maps of the event

Upload

Indemnification Agreement*

Upload scan of SIGNED indemnification agreement

Upload

[indemnification form Updated 3...](#) 217.96KB

Download the Indemnification Agreement [here](#).

Signage

Street closure signs will be provided by the City of Anacortes. Applicants must contact City staff one week prior to the event to arrange sign delivery. Event sponsor personnel are responsible for placing street closure signs, which may not be posted more than 72 hours prior to the approved closure, must be removed immediately following the event, and must be returned to city staff the first business day following the event.

Insurance

The applicant is required to provide public liability insurance subject to the provisions of AMC 7.04.100 unless the applicant can demonstrate that the event meets an exemption in that section. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I state that I am over the age of 18, that I agree to assume responsibility for the above-described event and to abide by all conditions stipulated by the approval of the application.*

☒ Yes

Signature

John Dumas

Admin Review

Council Meeting Date *

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

12/16/2024

Staff Review Deadline *

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

12/9/2024

Administrator comments and conditions of approval

This was added as a last-minute parade to celebrate the high school football team victorious season.

Insurance Certificate

Upload

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

Regular police patrols

Police Department concerns, objections, or conditions of approval *

None

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

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

None

Departmental attachments

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

Upload

City Council Decision

City Council Decision *

☐ Approved ☐ Approved with conditions ☐ Denied

City Council Decision Date *

Conditions of Approval

WebClient Path

https://laserfiche.cityofanacortes.org/laserfiche/index.aspx?

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City Council Agenda Bill

Meeting Date: December 16, 2024 **Agenda Item:** 7.a.

Agenda Item Title: Closed-Record Decision Hearing on a proposed dog grooming salon in the CBD (CUP-2024-0001)

Staff Contact(s): Grace Pollard, Anna Dewey

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

Grace Pollard
John Coleman

Closed Record Decision Hearing

Item Summary: The Applicant is seeking approval of a conditional use permit to establish a dog grooming salon in an existing building in the downtown Central Business District.

Budget Impact:
None

Previous Action: Planning Commission held the open-record pre-decision public hearing on Wednesday, December 11, 2024.

Recommended Motion: I move to approve Conditional Use Permit CUP-2024-0001 subject to the conditions of approval recommended by the Planning Commission as they are written in the staff report dated December 5, 2024.

Alternative Actions: Approve with additional or revised conditions, or deny the request.

Attachments (listed in order presented):

1. EXHIBIT A - Staff Report
2. EXHIBIT B - Application Materials_combined
3. EXHIBIT C - Project Notices_combined
4. DRAFT_ PC Findings, Conclusions, and Recommendations
5. DRAFT_City Council Findings of Fact, Conclusions of Law, and Decision
6. DRAFT-PowerPoint Presentation CC



CITY OF ANACORTES
PLANNING, COMMUNITY & ECONOMIC
DEVELOPMENT DEPARTMENT

CONDITIONAL USE PERMIT: STAFF REPORT

A. PROJECT SUMMARY DATA			
PROJECT INFORMATION:			
File Number	CUP-2024-0001	Date of Report	Dec. 5, 2024
Project Title	Pawplemousse Dog Grooming & Salon		
Project Address	915 5 th Street	APN(s)	P55005
Request	The Applicant is seeking approval of a conditional use permit to establish a dog grooming salon in an existing building in downtown Anacortes.		
Applicant	Stephanie Monteverde	Property Owner	Daniel Douglas
Application Date	October 4, 2024	Complete Application Date	October 17, 2024
Pre-Decision Open-Record Public Hearing	December 11, 2024	Closed Record Decision Hearing	Dec. 16, 2024
Zoning	CBD (Commercial Business District)	Comp Plan Designation	Commercial Business District
Water Supply	City	Sewer Supply	City
STAFF RECOMMENDATION: Approve, with conditions			
CITY STAFF CONTACTS:			
Name:	Title:	Phone:	E-mail:
Anna Dewey	Associate Planner	360-588-8376	annad@anacorteswa.gov
Grace Pollard	Senior Planner	360-588-8231	gracep@anacorteswa.gov



PROJECT LOCATION & SURROUNDING AREA



SITE & SURROUNDING USES:

	Comprehensive Plan	Zoning	Land Use
North	Central Business District	CBD	Hotel
East	Central Business District	CBD	Civic & Quasi-Public
South	Central Business District	CBD	Retail / Civic & Quasi-Public
West	Central Business District	CBD	Retail

B. PROCEDURAL

1. **Type of Review.** The proposed dog grooming use is classified in the Unified Development Code (AMC 19) as Personal Service: Animal Care – Indoor. Per AMC Table 19.41.050 – *Principal Uses Permitted in Mixed Use and Industrial Zones*, Animal Care – Indoor use in the CBD requires a conditional use permit (CUP).

The review classification for a non-administrative Conditional Use Permit per Table 19.20.030-1 is a Type 4 City Council Decision, requiring a preapplication meeting with city staff, a preapplication neighborhood meeting, a 21-day public comment period, an open-record pre-decision public hearing before Planning Commission, and a closed record decision hearing before City Council.

2. **Project history.** Per AMC 19.20.090(B)(2) The PCED Director may waive the pre-application conference *if the proposal has few development-related issues, involves subsequent phases of an approved development, or is substantially similar to a prior proposal affecting substantially the same property.* Due to the proposal having little to no development-related issues the Director waived the preapplication conference requirement. The mandatory neighborhood meeting was held on November 19, 2024.
3. **Public notice and reviewing departments/agencies.** On November 20, 2024 a joint notice of application and public hearing with a 21-day public comment period was published in the Anacortes American, posted at City Hall and the City Library, posted on the subject site, and mailed to property owners within 300-feet. The project application was routed for review to applicable agencies and City departments. No comments of concern were received by agencies or City departments.
4. **Consideration of written comments and applicant responses.** The public 21-day comment period concludes at 5:00pm on December 11th. As the time of writing this staff report no written comments have yet been received. Providing comment will continue to be made available to the public until the closing of the public hearing.
5. **Environmental review.** The proposed development is exempt from SEPA pursuant to WAC 197-11-800 and AMC 18.04.120.
6. **Public Hearing.** A pre-decision open record public hearing before the Planning Commission is to be held on December 11, 2024, at 6:00 PM. The City Council Closed Record Decision Hearing is scheduled for December 16, 2024, at 6:00 PM.

C. DEPARTMENT REVIEW – Findings of Fact

1. PROPOSED USE DETAILS.

- 1.1. **Total use area:** Approximately 470 square feet of indoor space.
- 1.2. **Number of dogs on-site at one time:** Approximately three (3) to four (4) maximum, typically no more than two (2).
- 1.3. **Number of staff:** Approximately 1 to 2.
- 1.4. **Hours and days of operation:** Approximately 8am – 6pm, Monday through Sunday.

2. AMC 19.44.080(B) – ANIMAL CARE - INDOOR.

- 2.1. *Definition. Any building or land used, designed, or arranged for the care of animals without outdoor activity. Includes animal grooming, animal hospital, veterinary clinic, pet clinic, animal boarding, animal shelter, cattery, kennel, and animal day care.*

Staff Comments: The proposed use meets the definition of Animal Care - Indoor.

2.2. *Use Standards. No outdoor activity associated with the care of animals is allowed. Also see AMC 6.06.090, Commercial kennels, catteries, pet shops, and animal shelters—General conditions, for applicable standards.*

Staff Comments: No outdoor activities associated with this use are proposed. See below for conditions and applicable standards under AMC 6.06.090.

3. AMC 6.06.090 – COMMERCIAL KENNELS, CATTERIES, PET SHOPS AND ANIMAL SHELTERS-GENERAL CONDITIONS.

3.1. Definitions. Per AMC 6.06.090 the proposal does not meet the definition of commercial kennel, commercial cattery, pet shop, or animal shelter.

Staff Comments: The conditions and standards under AMC 6.06.090 do not apply to this proposal.

4. AMC 19.36.040 - CONDITIONAL USE PERMIT REVIEW CRITERIA.

A. In order to grant a conditional use permit, the decision maker must find that the use would be consistent with the following criteria. Below are the criteria, along with staff comments.

4.1. ***The use would comply with any specific requirements for the conditional use specified elsewhere in this code;***

Staff Comments: Animal Care – Indoor does not have specific conditional use requirements outside of what is already detailed in this staff report.

4.2. ***Access to the site is appropriate considering the anticipated volume of traffic resulting from the use;***

Staff Comments: The subject site is located on a fully developed public street with available street parking and sidewalks. Existing access to the site is appropriate for the proposed use.

4.3. ***Off-street parking and loading facilities are adequate in terms of location, amount, and design to service the use;***

Staff Comments: AMC 19.64.060(B) states ground floor commercial uses in the CBD zone are exempt from the minimum parking requirements. The subject site is located on the south side of 5th Street, approximately 60-feet east of Commercial Avenue. There is on-street parking available on both sides of 5th Street as well as two (2) loading spaces available in front of the entrance to the proposal's leased suite. No comments of concern were provided by the City's Engineering Division or Streets Division. Off-street parking and loading facilities are adequate.

4.4. ***The amount and location of open space and the provision of screening is such that buffering of incompatible uses is achieved;***

Staff Comments: The proposed use does not include any outdoor areas and will be conducted completely within the existing structure. No screening is required by code.

- 4.5. ***The location and intensity of outdoor lighting is such that it does not cast light on adjacent, adjoining, or neighboring properties;***

Staff Comments: There is currently no proposal to install, exchange, or alter any outdoor lighting. As the subject site is located in historic downtown Anacortes any future proposals of outdoor lighting, including illuminated signs, must comply with applicable Anacortes Municipal Code standards.

- 4.6. ***Hours and manner of operation of the proposed use, including anticipated noise generation, are not inconsistent with the adjacent or nearby uses;***

Staff Comments: Per the Applicant's provided application materials, the anticipated hours of operation will be 8am – 6pm. The anticipated noise level generated from this use will not exceed that which is established under AMC 6.04.120 – Animal Noise Control.

- 4.7. ***Public facilities and utilities are capable of adequately serving the proposed use;***

Staff Comments: All utilities are currently on-site and the proposed use is not anticipated to impact Fire or Police levels of service. Per review comments provided by Public Works' Water Distribution Supervisor, a dog wash facility may require a backflow prevention device be installed on any new qualifying plumbing fixture to ensure the protection of the City's water distribution system. Existing public facilities and utilities are capable of adequately serving the proposed use.

- 4.8. ***The physical conditions of the site, including size, shape, topography, and drainage, are suitable for the proposed development;***

Staff Comments: The subject site is fully developed and there are no proposed changes to the exterior of the building. No known issues exist regarding the site's stormwater drainage system.

- 4.9. ***Any other factors deemed relevant to the decision-maker.***

Staff Comments: N/A

D. CONCLUSIONS

1. The proposed development was processed consistent with AMC Table 19.20.030-1 for Type 4, City Council review.
2. The proposed development has been reviewed for consistency with the criteria outlined in AMC 19.36 Conditional Use Permits.
3. The proposed development has been reviewed for consistency with the requirements outlined in AMC 19.44.080(B) Animal Care - Indoor.
4. In making its recommendation, the Department considered timely received written comments and the applicant's responses, if any, as required in AMC 19.20.130(C). As of writing this staff report no written comments have been received. Comments and

the applicant's responses can continue to be provided during the open-record public hearing.

E. RECOMMENDATION

Based upon the submitted application materials, Findings of Fact, and Conclusions of the staff report, staff recommends that the Planning Commission recommend approval of the conditional use permit with the following conditions:

1. The operation of the dog grooming salon at this location shall be permitted under this Conditional Use Permit #CUP-2024-0001 provided:
 - a. The business continues to operate under the Animal Care – Indoor use standard listed in AMC 19.44.080(B)(2) which states: “No outdoor activity associated with the care of animals is allowed.”
 - b. The business does not exceed the area of use as was submitted in the application materials via the provided floorplan. A slight increase to the area of use (not to exceed 10%) may be administratively approved by submitting a request for a Minor Permit Revision (See AMC 19.28.010).
2. The applicant must obtain a City of Anacortes business license prior to operation.
3. The applicant must obtain a sign permit for the new Pawplemousse Salon window sign prior to operation.

Staff reserves the right to supplement the record of the case to respond to matters and information raised after the writing of this report.

INFORMATION FOR OWNER/APPLICANT

1. Per AMC 19.28.010 PERMIT REVISION.
 - a. *Type of Review.* A major revision to an approved permit requires a new application. A minor revision to an approved permit may be approved by the Director. The Director may condition approval to ensure compliance with this section.
 - b. *Types of Revisions.*
 - i. A major revision is any revision other than a minor revision, or a revision that does not qualify as a minor revision when considered cumulatively with other minor revisions since initial issuance of the permit.
 - ii. A minor revision is a revision that does not:
 - iii. Increase the area of the use by more than 10 percent;
 - iv. Increase the intensity of the use in a way that significantly affects the surrounding area in terms of traffic, noise, hours of operation, parking, or other impacts;
 - v. Increase the number of lots, dwelling units, or density;
 - vi. Decrease the quality or amount of open space;
 - vii. Result in any significant environmental impact not adequately reviewed or mitigated by previous documents;
 - viii. Expand onto property not included in the original proposal.
2. AMC 6.04.120 – ANIMAL NOISE CONTROL. It is unlawful for any person to cause or allow to originate from the property frequent, repetitive, or continuous howling, barking, or other noises made by any animal covered by this chapter which disturbs the peace and quiet of the surrounding area. Sounds made in pet shops, veterinary clinics, grooming parlors, animal shelters, commercial kennels and catteries licensed under this chapter and in compliance with AMC Title [17](#), shall be exempt under this subsection; provided, however, that it is an affirmative defense under this subsection that the animal was intentionally provoked to bark or make any other noise by any person; provided, that the enactment of this provision shall in no way nullify any other provision of the municipal code concerning animal noise.
3. A [reduced pressure backflow assembly](#) may be required to be installed. Upon submitting a plumbing permit a water quality tech will review your proposal to determine if this device is required. If a backflow device is required there will be a requirement of annual testing. These annual tests are to be arranged and paid for by the owner/applicant and provided to the city.



PLANNING, COMMUNITY, and ECONOMIC DEVELOPMENT DEPARTMENT

Conditional Use Permit

Project Narrative

Staff have added additional information to supplement the applicant's responses. Applicant's original responses are in **blue**, staff comments are in **orange**.

1. Describe the current use of the site and any existing improvements. Specify what, if any, structures are to be removed or retained.

Pop-up art store. The suite has been used as cafés and small retail businesses for the last 15+ years. Before that as a small general-service use for boat engine repairs and sales.

2. Describe the proposed use of the site per AMC [Table 19.41.040](#) or [19.41.050](#) and any special use provisions that apply per [AMC 19.43 – 19.48](#).

Dog grooming salon. Personal Service: Animal Care – Indoor.
Definition. Any building or land used, designed, or arranged for the care of animals without outdoor activity. Includes animal grooming, animal hospital, veterinary clinic, pet clinic, animal boarding, animal shelter, cattery, kennel, and animal day care.

3. Describe the site's physical characteristics, including special features such as wetlands, water bodies, steep slopes, etc.

Existing commercial building. Site is part of the historic downtown area of Anacortes and is fully developed.

4. List current uses and special site features of surrounding properties.

Commercial use CBD. Commercial businesses surrounding. A café, art studio, and a gift shop are located within the same building. A hotel with restaurant and a small fitness studio is located across 5th Street. To the east are parking lots for the USPS and the City Municipal Building.

5. Description of the proposed form and intensity of the proposed development (height, setbacks, lot coverage, etc.) (See [AMC 19.42](#))

Changing use to dog grooming. Not changing any structural components of the building or external work. The existing building conforms with the CBD form and intensity standards under Table 19.42.030 (e.g. zero-foot

setbacks and building height under 50-feet) except for the minimum landscape area requirement of 10%.

6. Identification of the site's block frontage designation(s) and description of project conformance. (See [AMC 19.61](#))

[Adding store front sign to the façade.](#) [Mixed block frontage designation.](#) The building was built in 1900 (according to Skagit County Assessor), the subject suite is aligned with "storefront" block frontage standards (e.g. large picture windows, entry facing street, building placement along sidewalk edge, etc.). No exterior building modifications are proposed.

7. Description of the proposed building design, including a description of conformance with building massing and articulation, building details, building materials, and blank wall treatment requirements. (See [AMC 19.63](#)) Note: If you are proposing any departures, you must submit a Request for Administrative Decision application.

[N/A.](#) According to County records the existing building was building in 1900. No changes to the exterior of the building are proposed. The existing suite's building façade has two large picture windows on either side of the full glass door entrance.

8. Description of proposed parking for vehicles and bicycles, including provisions for guests, shared parking, fleet parking, loading areas. (See [AMC 19.64](#))

~~[Use existing parking lot on site.](#)~~ All parking is existing. There are two angle on-street parking spaces and two angled load/unload spaces immediately adjacent to the storefront. The block contains a total of twenty (20) on-street parking spaces including one (1) designated ADA parking space.

9. Describe existing and proposed site access from public streets and any proposed street and/or pedestrian improvements.

[Existing sidewalks.](#) The property fronts on 5th Street between Commercial Avenue and Q Avenue. The street is fully constructed, no public ROW improvements are proposed.

10. Estimated quantities and type of materials involved if any fill or excavation is proposed.

[N/A](#) The site is fully developed.

11. Number, type, and size of trees to be removed.

N/A There are no trees present on-site.

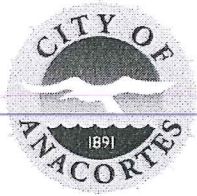
12. Description of existing site utilities and proposed utilities, including extensions, upgrades, relocations, etc.

n/A All utilities are existing; no changes proposed.

13. If a pre-application neighborhood meeting was held, provide the date held, general items of discussion at the meeting, and how the project proposal has been modified since the meeting, if applicable.

No November 19, 2024





CITY OF ANACORTES

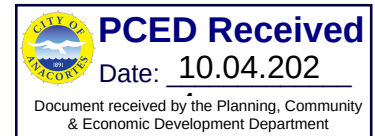
PLANNING, COMMUNITY, and

ECONOMIC DEVELOPMENT DEPARTMENT

PAWPLE MOUSSE SALON
STEPHANIE MONTEVERDE
PERMIT #-CUP-2024-0001

Conditional Use Permit

Responses to Criteria



A conditional use requires a permit. In order to grant a conditional use permit, the decision maker must find that the use would be consistent with the following criteria (AMC 19.36.040):

1. The use would comply with any specific requirements for the conditional use specified elsewhere in the code.

Click or tap here to enter text.

YES. ALL SPECIFIC CONDITIONS WILL BE MET. (CODE 6.06.120)

2. Access to the site is appropriate considering the anticipated volume of traffic resulting from the use.

Click or tap here to enter text.

YES. 2-3 PARKING SPOTS PROVIDED IN FRONT OF BUSINESS. ESTIMATED 1-2 CLIENTS PARKED AT A TIME. 1 EMPLOYEE SPOT

3. Off-street parking and loading facilities are adequate in terms of location, amount, and design to service the use.

Click or tap here to enter text.

YES. 2 SPOT LOADING ZONE LOCATED IN FRONT OF BUILDING.

4. The amount and location of open space and the provision of screening is such that buffering of incompatible uses is achieved.

Click or tap here to enter text.

THE SCREENING BUFFER IS NOT NEEDED, ALL ADJACENT USES ARE COMMERCIAL.

5. The location and intensity of outdoor lighting is such that it does not cast light on adjacent, adjoining, or neighboring properties.

Click or tap here to enter text.

LED BUSINESS SIGN OUT FRONT IS ADJUSTABLE. ANY ADDITIONAL LIGHTS WILL BE DIM NOT CAST LIGHT ON ADJOINING PROPERTIES.

6. Hours and manner of operation of the proposed use, including anticipated noise generation, are not inconsistent with the adjacent or nearby uses.

Click or tap here to enter text.

HOURS WILL BE DAYTIME CONSISTENT WITH OTHER BUSINESSES - (8-6PM) NOISE GENERATION WILL NOT EXCEED WHAT'S OUTLINED IN THE CODE (6.04.120)

7. Public facilities and utilities are capable of adequately serving the proposed use.

Click or tap here to enter text.

YES. PUBLIC FACILITIES (BATHROOM) AND UTILITIES ARE AVAILABLE. AND ADAQUATE FOR BUSINESS.



8. The physical conditions of the site, including size, shape, topography, and drainage, are suitable for the proposed development.

Click or tap here to enter text.

YES. USING EXISTING BUILDING

9. Any other factors deemed relevant to the decision-maker.

Click or tap here to enter text.

- NO KENNELS OR BOARDING

- ABOUT 5-10 DOGS/CLIENTS A DAY WITH POTENTIAL WALK-INS (NAIL-TRIMS)

- WILL BE AN OPEN PLAY/WAITING AREA FOR 1-2 PETS TO BE PICKED UP.

- NO CAGES AND QUICK PICK-UPS SO NO DOGS ARE WAITING

- DAILY AND WEEKLY CLEANING SCHEDULE TO KEEP THINGS SANITIZED.

- DO NOT WANT MORE THAN A COUPLE DOGS AT A TIME TO REDUCE BARKING AND NOISE.

- NO TREATMENTS OR (MEDICAL) MEDICATIONS WILL BE GIVEN OR HANDLED.

- WILL PROVIDE ALL NECESSARY SAFETY EQUIPMENT AND PRECAUTIONS TO HANDLE DOGS SAFELY.

- WILL NOT LEAVE DOGS UNATTENDED DURING GROOMING OR DRYING.

- ALL EQUIPMENT WILL BE SANITIZED

AFTER EACH ANIMAL HAS BEEN GROOMED

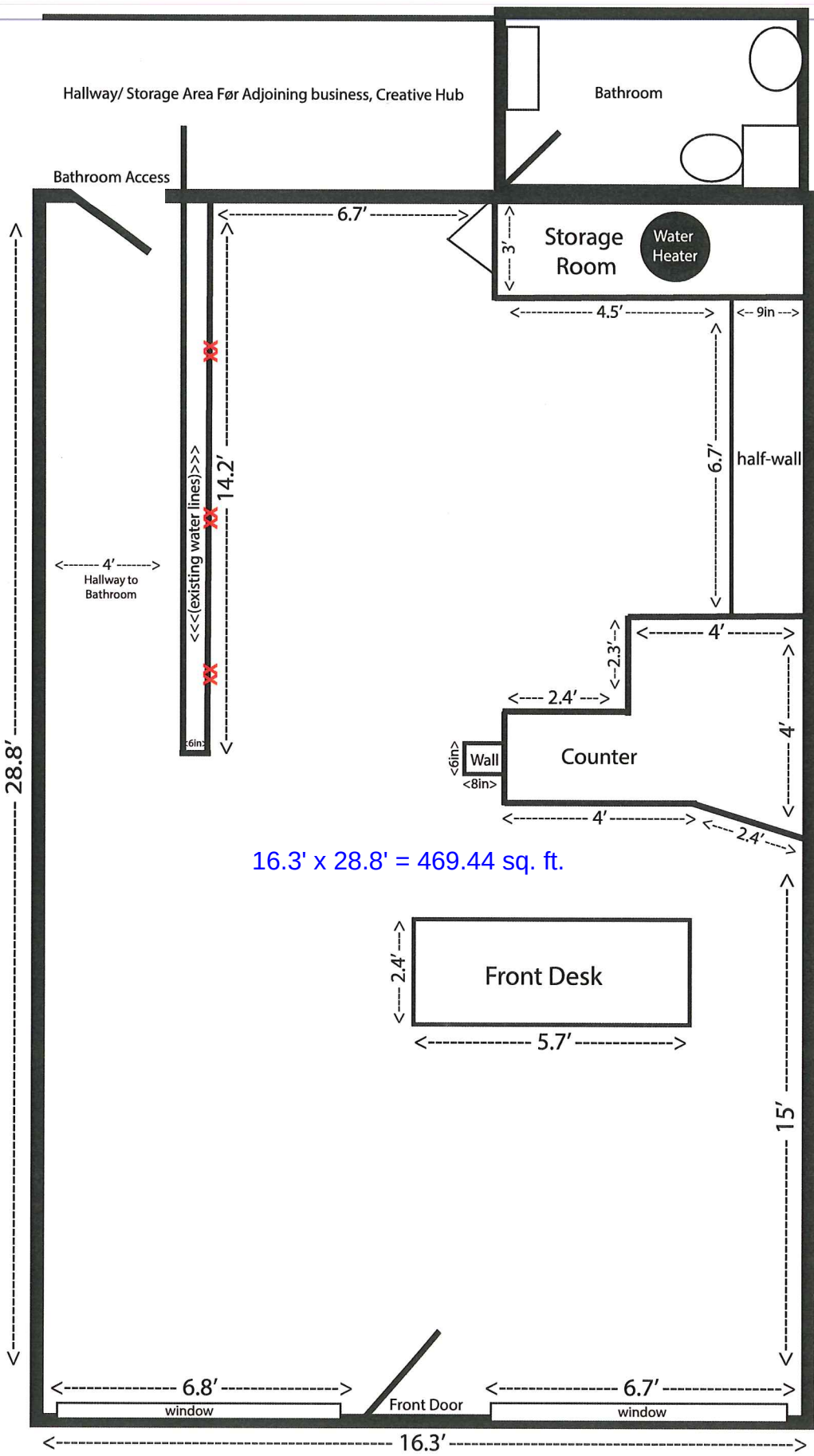
- TAKE ALL REASONABLE PRECAUTIONS TO PREVENT INJURY FROM OCCURRING TO ANY ANIMAL WHILE IN CUSTODY.

- ANIMALS WILL BE SEPERATED AND HAVE NO CONTACT WITH OTHER ANIMALS KEPT FOR THE PURPOSE OF GROOMING.



Existing

Pawplemousse Salon Floor Plan:



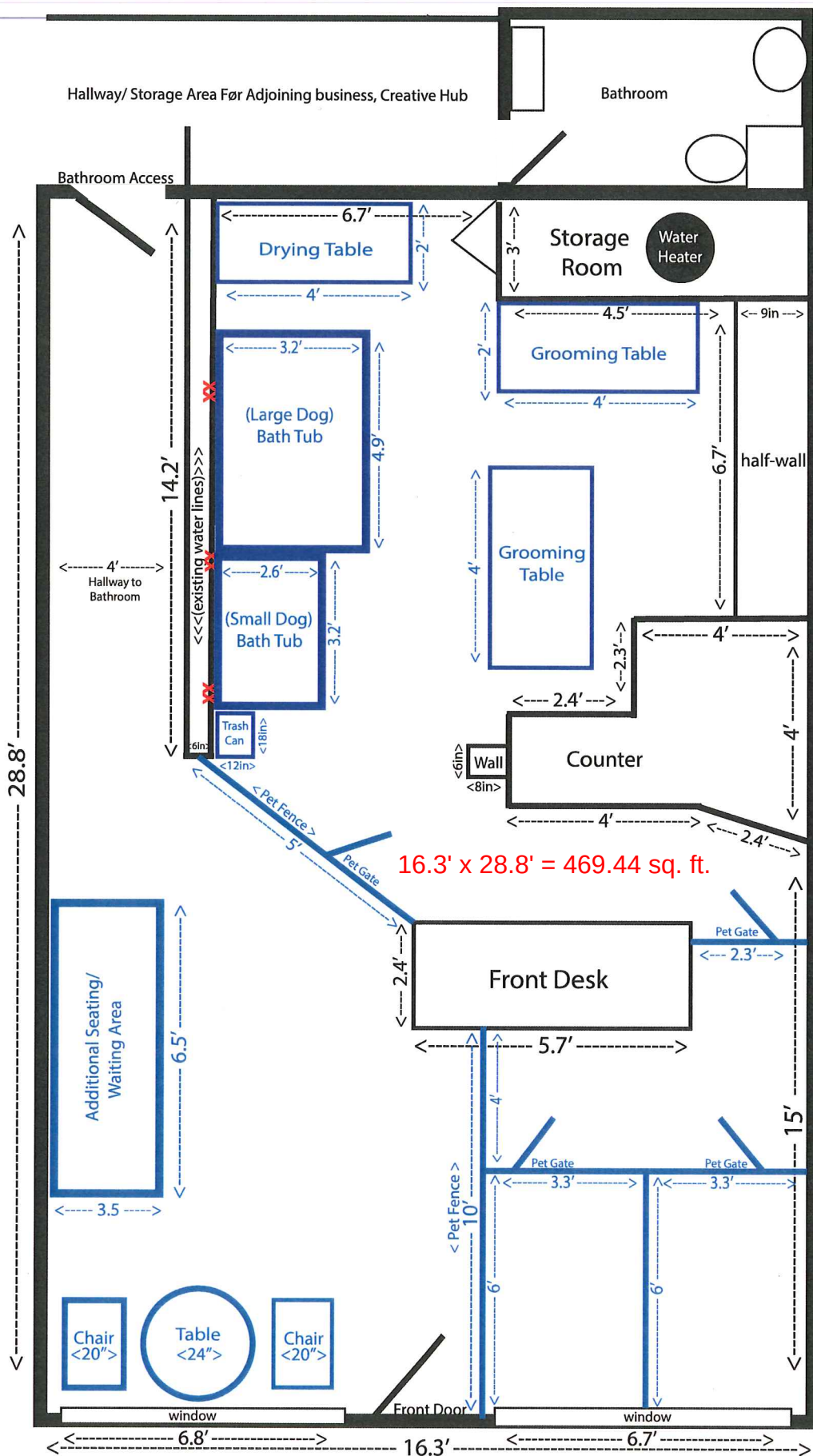
proposed

Oct. 10th, 2024

Pawplemousse Salon Floor Plan:

*Blue is
what's
proposed

*Black is
existing





NOTICE OF NEIGHBORHOOD MEETING

A pre-application neighborhood meeting has been scheduled to introduce a potential project described below. The purpose of the meeting is to inform neighbors and interested parties about the potential project at an early stage and to foster communication between the applicant and the public regarding potential project issues and opportunities for solutions.

PROJECT DESCRIPTION: The applicant is seeking approval of a Conditional Use Permit (CUP-2024-0001) to establish a dog grooming salon in downtown Anacortes.

PROJECT LOCATION: 915 5th Street

MEETING LOCATION, DATE & TIME: November 19th @ 6pm via Teams

HOW TO JOIN THE VIRTUAL MEETING: Scan the QR code below or go to anacorteswa.gov/1499/Community-Neighborhood-Meetings. You can also call in (audio only): +1 (323) 486-3157 (Phone Conference ID: 570 173 68#)

PROJECT APPLICANT

Name **Stephanie Monteverde**
Address **2315 12th Street, Anacortes,**
WA 98221
Email / Phone # **239-450-2589**
smferrantino@gmail.com

PROPERTY OWNER

Name **Daniel Douglas**
Address **4368 Sharpe Rd, Anacortes,**
WA 98221
Email / Phone #

WHO CAN ATTEND A NEIGHBORHOOD MEETING?

Neighborhood meeting notices are posted on the project site, published in the Anacortes American Newspaper, and mailed to neighboring landowners located within 300-feet of the subject property. Anyone however is welcome to attend a neighborhood meeting whether a neighbor of the project or not.

CAN I SUBMIT COMMENTS?

Following a neighborhood meeting, if an applicant proceeds with the submittal of a land use permit application, public notice will be provided consistent with AMC requirements and a public hearing will be held, if applicable. Comments should be submitted during this phase of the project so that they become part of the record and taken into consideration by the decision maker.





CITY OF ANACORTES

PLANNING, COMMUNITY, and ECONOMIC DEVELOPMENT DEPARTMENT

DETERMINATION OF APPLICATION STATUS

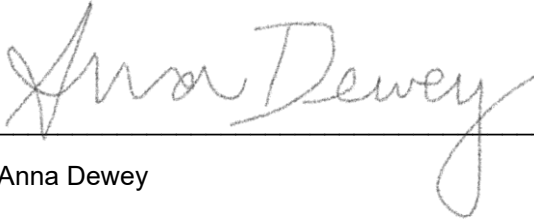
Project Description	Dog Grooming Salon
File Number	CUP-2024-0001
Related File(s)	N/A
Property Location	915 5 th Street
Property Owner	Daniel Douglas
Applicant/Agent	Stephanie Monteverde
Date Submitted	10/4/2024
Date Complete	10/17/2024

Upon initial review, the above referenced application is found to be: **COMPLETE**

Your application has been determined to be complete as of the date of this letter.

Review Authority: Anna Dewey, Associate Environmental Planner
Planning, Community & Economic Development
Email: annad@anacorteswa.gov
Phone: (360) 588-8376

Sincerely,

 10/17/2024

Anna Dewey Date



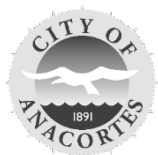
904 6th Street
Anacortes, WA 98221
P.O. Box 547



360.299.1984
pced@cityofanacortes.org



anacorteswa.gov/161
anacorteswa.gov



NOTICE OF APPLICATION including written comment period & NOTICE OF PUBLIC HEARING

Project Name: Pawplemousse Dog Grooming & Salon

File Number: CUP-2024-0001

Applicant: Stephanie Monteverde

Date of Application: October 4, 2024

Date of Completeness: October 17, 2024

Project Location: 915 5th Street (P55005)



NOTICE IS HEREBY GIVEN THAT AN APPLICATION WAS MADE FOR THE FOLLOWING PROPOSAL:

The applicant is seeking approval of a Conditional Use Permit to establish a dog grooming salon in an existing building in the CBD district of downtown Anacortes. The interior of the building will be remodeled with all necessary dog grooming equipment. There will not be any structural changes to the building or any external work.

State Environment Policy Act (SEPA) Review: Categorically Exempt per WAC 197-11-800(3). Neither a SEPA threshold determination nor any environmental document is required for a categorically exempt action.

Environmental Documents on File: None

Required Project Permits/Approval: City of Anacortes Building Permit for plumbing work and City of Anacortes Building Permit for the business sign with Building and Planning review.

Public Comment Period: The joint Notice of Application and Notice of Public Hearing was published on November 20, 2024. Written comments to be considered prior to the public hearing must be submitted to the contact person listed below by **5:00 PM on December 11, 2024**. Additional comments and verbal testimony will be accepted at the Planning Commission open-record pre-decision public hearing. These will be your only opportunities to comment on this project before the City Council closed-record decision meeting.

Hearing Body: Planning Commission. An open-record pre-decision hearing will be held by the Planning Commission on **Wednesday, December 11, 2024, at 6:00 pm** in Council Chambers (904 6th Street), and via Zoom video conferencing. City Council will hold a closed-record decision meeting on **Monday, December 16, 2024**.

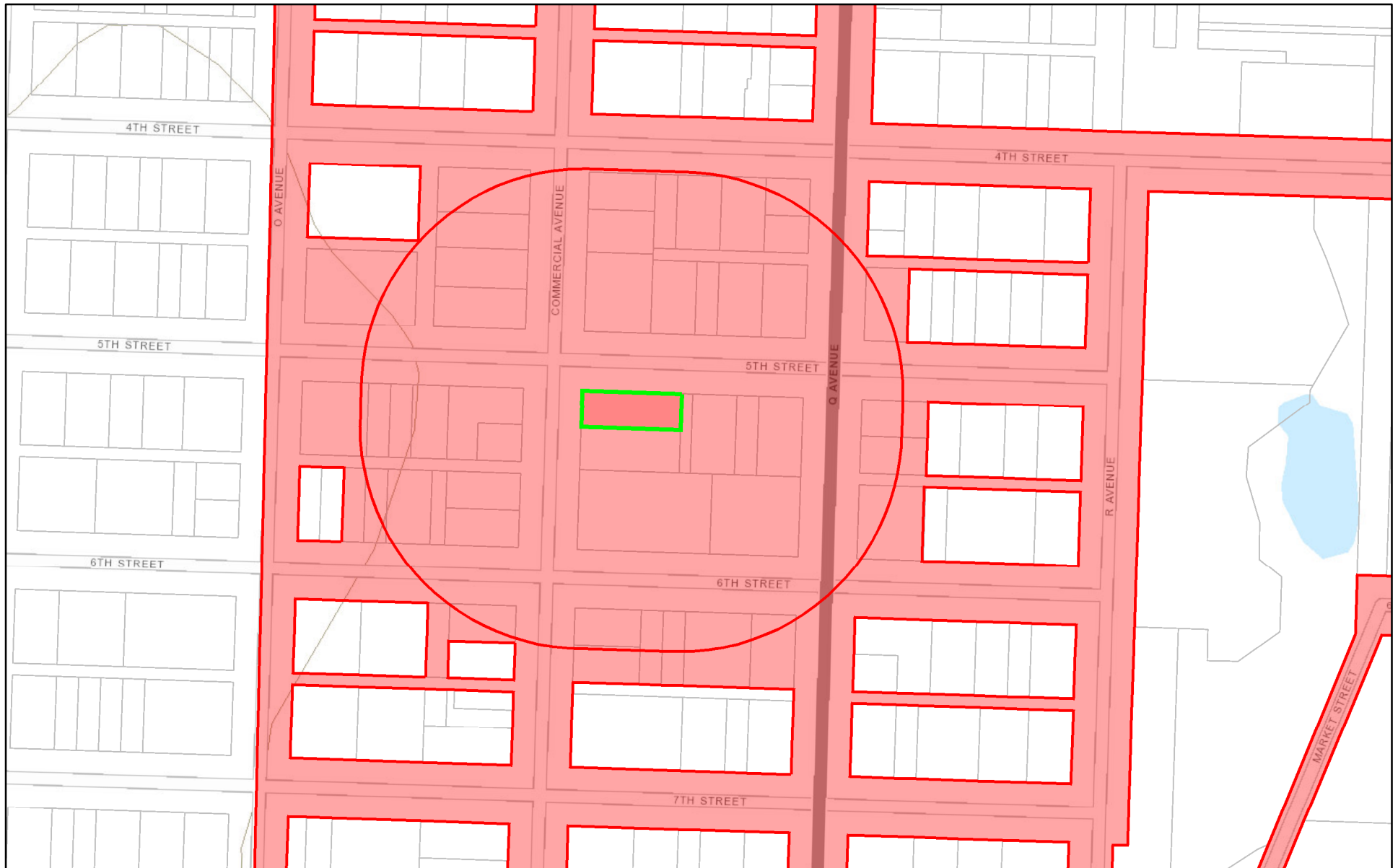
- Virtual meeting participation instructions and connection information can be accessed at anacorteswa.gov/700. Hearings will be conducted in accordance with the rules of procedure adopted by the hearing body.
- Members of the public who require special assistance to participate in or access the public hearing may contact the City Clerk at 360-299-1960 24-hours before the hearing to make special arrangements.

ANY PERSON HAS THE RIGHT TO RECEIVE NOTICE, PARTICIPATE IN ANY HEARINGS, AND REQUEST A COPY OF THE FINAL DECISION.

Document Availability: Application documents may be reviewed by scanning the above QR Code or by going to <https://ci-anacortes-wa.smartgovcommunity.com/Public/Home> and clicking *Public Notices* then selecting file no. **CUP-2024-0001**. The staff report will be available at 2pm Thursday December 5th, one week before the scheduled open-record pre-decision hearing.

Appeal: Per AMC Table 19.20.030-1 Land Use decisions made by City Council do not have a local appeal process.

City Contact: Anna Dewey, Associate Planner; Email: annad@anacorteswa.gov; Phone: (360) 588-8376
Mail: City of Anacortes Planning Dept., P.O. Box 547, Anacortes, WA 98221
Written comments must be substantive and include the name and address of the commentor.

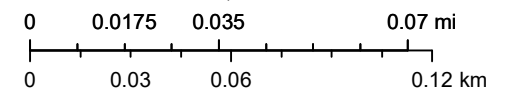


November 4, 2024

Legend

-  County Boundary
-  Tax Parcels
-  Pre Tax Account Property

1:2,257



Data Accuracy Warning: All GIS data was created from available public records and existing map sources. Map features have been adjusted to achieve a best-fit registration. While great care was taken in this process, maps from different sources rarely agree as to the precise location of geographic features. Map discrepancies can be as great as 300 feet.

PNumber	OwnerName	OwnerAdd1	OwnerAdd2	OwnerAdd3	OwnerCity	OwnerState	OwnerZip	SitusStNo	SitusStName	SitusCSZ	
P120805	CENTER FOR SPIRITUAL LIVING ANACORTES	1013 5TH ST #1			ANACORTES	WA	98221	1013	5TH ST	ANACORTES	WA 98221
P127913	MAJESTIC INN LLC		13635 NW CORNELL RD STE 100		PORTLAND	OR	97229				
P129724	RADIUS ANACORTES PROPERTIES LLC	ATTN: NANCY SAUNDERS	PO BOX 1205		MILTON	WA	98354	415	O AVENUE	ANACORTES	WA 98221
P54939	MORRISON J KEN	MORRISON JENNI R		419 Q AVENUE	ANACORTES	WA	98221	419	Q AV	ANACORTES	WA 98221
P54942	CITY OF ANACORTES		PO BOX 547		ANACORTES	WA	98221	501	Q AV	ANACORTES	WA 98221
P54943	CITY OF ANACORTES		PO BOX 547		ANACORTES	WA	98221	6	Q AV	ANACORTES	WA 98221
P54992	APG REAL ESTATE INVESTMENTS LLC	ATTN ROBERT WALLACE CFO		29088 AIRPARK DR	EASTON	MD	21601	901	6TH ST	ANACORTES	WA 98221
P54993	6TH STREET HAIR CO LLC		907 6TH STREET		ANACORTES	WA	98221	907	6TH ST	ANACORTES	WA 98221
P54994	911 6TH STREET WA LLC	911 6TH STREET			ANACORTES	WA	98221	911	6TH ST	ANACORTES	WA 98221
P54995	MOEN JOAN		608 COMMERCIAL AVE		ANACORTES	WA	98221	913	6TH ST	ANACORTES	WA 98221
P54996	BAYSHORE HOLDINGS LLC	603 COMMERCIAL AVE			ANACORTES	WA	98221	603	COMMERCIAL AV	ANACORTES	WA 98221
P54997	BAYSHORE HOLDINGS LLC	603 COMMERCIAL AVE			ANACORTES	WA	98221				
P55002	CITY OF ANACORTES		PO BOX 547		ANACORTES	WA	98221		5TH & Q AV	ANACORTES	WA 98221
P55003	CITY OF ANACORTES		PO BOX 547		ANACORTES	WA	98221		5TH & Q AV	ANACORTES	WA 98221
P55004	U.S.A.										
P55005	DOUGLAS DANIEL L			4368 SHARPE ROAD	ANACORTES	WA	98221	501	COMMERCIAL	ANACORTES	WA 98221
P55006	CORTEZ SIMON	CORTEZ MARIA ELENA		509 COMMERCIAL AVE	ANACORTES	WA	98221	509	COMMERCIAL AV	ANACORTES	WA 98221
P55007	US POST OFFICE & ANACORTES	519 COMMERCIAL AVE			ANACORTES	WA	98221		6TH & COMMERCIAL	ANACORTES	WA 98221
P55008	CITY OF ANACORTES		PO BOX 547		ANACORTES	WA	98221	904	6TH STREET	ANACORTES	WA 98221
P55009	DAKOTA CREEK INDUSTRIES INC		PO BOX 218		ANACORTES	WA	98221	903	4TH ST	ANACORTES	WA 98221
P55010	MAJESTIC INN LLC			13635 NW CORNELL ROAD	PORTLAND	OR	97229	408	Q AVENUE	ANACORTES	WA 98221
P55011	MAJESTIC INN LLC			419 COMMERCIAL AVENUE	ANACORTES	WA	98221	905	4TH ST	ANACORTES	WA 98221
P55012	MAJESTIC INN LLC			419 COMMERCIAL AVENUE	ANACORTES	WA	98221	909	4TH ST	ANACORTES	WA 98221
P55013	MAJESTIC INN LLC		13635 NW CORNELL ROAD STE 100		PORTLAND	OR	97229	401	COMMERCIAL AVE	ANACORTES	WA 98221
P55014	MAJESTIC INN LLC		13635 NW CORNELL RD STE 100		PORTLAND	OR	97229				
P55015	MAJESTIC INN LLC		13635 NW CORNELL RD STE 100		PORTLAND	OR	97229	419	COMMERCIAL	ANACORTES	WA 98221
P55016	MAJESTIC INN LLC		13635 NW CORNELL RD STE 100		PORTLAND	OR	97229		5TH ST	ANACORTES	WA 98221
P55017	MAJESTIC INN LLC		13635 NW CORNELL RD STE 100		PORTLAND	OR	97229				
P55018	MAJESTIC INN LLC		13635 NW CORNELL RD STE 100		PORTLAND	OR	97229	908	5TH ST	ANACORTES	WA 98221
P55019	DAKOTA CREEK INDUSTRIES INC		820 FOURTH ST		ANACORTES	WA	98221	902	5TH ST	ANACORTES	WA 98221
P55047	RUTHERFORD ENTERPRISES LLC		4308 NAVIGATOR LANE		ANACORTES	WA	98221	408-412	COMMERCIAL AVE	ANACORTES	WA 98221
P55048	NETTLE LANE THE PLATT LLC			6875 WEST SHORE DRIVE	ANACORTES	WA	98221	402	COMMERCIAL AVE	ANACORTES	WA 98221
P55051	CITY OF ANACORTES		PO BOX 547		ANACORTES	WA	98221	411	O AV	ANACORTES	WA 98221
P55053	CRABPOT ENTERPRISES LLC	420 COMMERCIAL AVE			ANACORTES	WA	98221	420	COMMERCIAL AVENUE	ANACORTES	WA 98221
P55054	HISTORIC HARBOR DISTRICT LLC		401 E PARK DR		ANACORTES	WA	98221	414-416	COMMERCIAL AV	ANACORTES	WA 98221
P55055	WMD LLC		PO BOX 341		ANACORTES	WA	98221	506	COMMERCIAL AV	ANACORTES	WA 98221
P55056	GERE LAURIE M		2019 41ST ST		ANACORTES	WA	98221	502	COMMERCIAL AVE	ANACORTES	WA 98221
P55057	GERE LAURIE M		2019 41ST ST		ANACORTES	WA	98221	1005	5TH ST	ANACORTES	WA 98221
P55058	GERE LAURIE M		2019 41ST ST		ANACORTES	WA	98221	1011	5TH STREET	ANACORTES	WA 98221
P55059	CENTER FOR SPIRITUAL LIVING ANACORTES	1013 5TH ST #1			ANACORTES	WA	98221	1013	5TH ST	ANACORTES	WA 98221
P55064	SWEET 16 INVESTMENTS LLC		13540 ROSARIO RD		ANACORTES	WA	98221	1016	6TH ST	ANACORTES	WA 98221
P55065	WOODING WILLIAM W		13540 ROSARIO RD		ANACORTES	WA	98221	1014	6TH ST	ANACORTES	WA 98221
P55066	THE ANTELOPE LLC			1809 COMMERCIAL AVENUE	ANACORTES	WA	98221	1010	6TH ST	ANACORTES	WA 98221
P55067	THE ANTELOPE LLC			1809 COMMERCIAL AVENUE	ANACORTES	WA	98221				
P55068	MCCALLUM JUCKETT LLC		3119 OAKES AVE		EVERETT	WA	98201	516	COMMERCIAL AV	ANACORTES	WA 98221
P55069	ANTELOPE LLC			1809 COMMERCIAL AVE STE 100	ANACORTES	WA	98221	520	COMMERCIAL AVE	ANACORTES	WA 98221
P55070	RED CARTIER LLC	ATTN CORINNA BRADLEY		PO BOX 99	ANACORTES	WA	98221	602	COMMERCIAL AV	ANACORTES	WA 98221
P55072	RED CARTIER LLC	ATTN CORINNA BRADLEY		PO BOX 99	ANACORTES	WA	98221		6TH STREET	ANACORTES	WA 98221
P82038	ASH MICHAEL T	ASH SUSAN D		501 O AVENUE	ANACORTES	WA	98221	501	O AV	ANACORTES	WA 98221
P82040	ANACORTES ARTS FESTIVAL CORP		505 O AVE		ANACORTES	WA	98221	505	O AV	ANACORTES	WA 98221

ADVERTISING PROOF

1215 Anderson Rd,
Mount Vernon, WA 98274
Ph. 360-424-4567



BILLING DATE:	ACCOUNT NO:
11/21/24	45993



CITY OF ANACORTES
PO BOX 547
ANACORTES, WA 98221

NOTICE OF APPLICATION including written comment period & NOTICE OF PUBLIC HEARING

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
584070	AA-584070 File # CUP	11/27/24	11/27/24	2	\$178.64

Project Name: Pawple-mousse Dog Grooming & Salon
File Number: CUP-2024-0001
Applicant: Stephanie Monteverde
Date of Application: October 4, 2024
Date of Completeness: October 17, 2024
Project Location: 915 5th Street (P55005)



NOTICE IS HEREBY GIVEN THAT AN APPLICATION WAS MADE FOR THE FOLLOWING PROPOSAL:

The applicant is seeking approval of a Conditional Use Permit to establish a dog grooming salon in an existing building in the CBD district of downtown Anacortes. The interior of the building will be remodeled with all necessary dog grooming equipment. There will not be any structural changes to the building or any external work.

State Environment Policy Act (SEPA) Review: Categorically Exempt per WAC 197-11-800(3). Neither a SEPA threshold determination nor any environmental document is required for a categorically exempt action.

Environmental Documents on File: None

Required Project Permits/Approvals: City of

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount
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Discount: \$0.00
Surcharge: \$0.00
Credits: \$0.00

Gross: \$178.64
Paid Amount: \$0.00

Amount Due: \$178.64

We Appreciate Your Business!

AD# 584070

mits/Approval: City of Anacortes Building Permit for plumbing work and City of Anacortes Building Permit for the business sign with Building and Planning review.

Public Comment Period: The joint Notice of Application and Notice of Public Hearing was published on November 20, 2024. Written comments to be considered prior to the public hearing must be submitted to the contact person listed below by **5:00 PM on December 11, 2024**. Additional comments and verbal testimony will be accepted at the Planning Commission open-record pre-decision public hearing. These will be your only opportunities to comment on this project before the City Council closed-record decision meeting.

Hearing Body: Planning Commission. An open-record pre-decision hearing will be held by the Planning Commission on **Wednesday, December 11, 2024, at 6:00 pm** in Council Chambers (904 6th Street), and via Zoom video conferencing. City Council will hold a closed-record decision meeting on **Monday, December 16, 2024**.

* Virtual meeting participation instructions and connection information can be accessed at anacorteswa.gov/700. Hearings will be conducted in accordance with the rules of procedure adopted by the hearing body.

* Members of the public who require special assistance to participate in or access the public hearing may contact the City Clerk at 360-299-1960 24-hours before the hearing to make special arrangements.

ANY PERSON HAS THE RIGHT TO RECEIVE NOTICE, PARTICIPATE IN ANY HEARINGS, AND REQUEST A COPY OF THE FINAL DECISION.

Document Availability: Application documents may be reviewed by scanning the above QR Code or by going to <https://ci-anacortes-wa.smartgovcommunity.com/Public/Home> and clicking Public Notices then selecting file no. **CUP-2024-0001**. The staff report will be available at 2pm Thursday December 11, 2024.

on, one week before the scheduled open-record pre-decision hearing.

Appeal: Per AMC Table 19.20.030-1 Land Use decisions made by City Council do not have a local appeal process.

City Contact: Anna Dewey, Associate Planner; Email: annad@anacorteswa.gov; Phone: (360) 588-8376 Mail: City of Anacortes Planning Dept., P.O. Box 547, Anacortes, WA 98221
Written comments must be substantive and include the name and address of the commentor.

**Published
November 27, 2024
AA-584070**



CITY OF ANACORTES PLANNING COMMISSION

DRAFT Findings of Fact, Conclusions of Law & Recommendation

PROJECT FILE NUMBER	CUP-2024-0001
PROJECT NAME	Pawplemousse Dog Grooming & Salon
PROJECT LOCATION	915 5 th Street, Anacortes WA 98221 (APN: P55005)
PROJECT DESCRIPTION	The Applicant is seeking approval of a conditional use permit to establish a dog grooming salon in an existing building in downtown Anacortes.
APPLICANT	Stephanie Monteverde / smferrantino@gmail.com
PUBLIC HEARING BODY	Anacortes Planning Commission / December 11, 2024
PC DELIBERATION	Approve with Conditions / Wednesday, December 11, 2024
DECISION BODY	Anacortes City Council
CLOSED RECORD HEARING DATE	Monday, December 16, 2024
EXHIBITS	Exhibit A – Staff Report Exhibit B – Application Materials Exhibit C – Noticing Materials

Application documents may be accessed via the online permit portal: <https://ci-anacortes-wa.smartgovcommunity.com/PublicNotice/PublicNoticeHome>

After considering the written and spoken comments and considering the record before it, the Planning Commission enters the following findings of fact, conclusions of law, and recommendation:

FINDINGS OF FACT & CONCLUSIONS OF LAW

1. The staff report dated December 5, 2024, accurately describes the project proposal and is hereby incorporated by reference. (EXHIBIT 1).
2. The following members of the public provided testimony during the public hearing:
 - a.
3. The following additional exhibits were entered into the record at the public hearing:
 - a.



904 6th Street
Anacortes, WA 98221
P.O. Box 547



360.299.1984
pced@anacorteswa.gov



anacorteswa.gov/161
anacorteswa.gov

4. The following additional Findings of Fact and/or Conclusions of Law are entered:
a.

RECOMMENDATION

Based upon the foregoing findings and conclusions of law, and review of the City's regulatory authority to implement the policies, standards, and regulations of the Anacortes Municipal Code and the Anacortes Shoreline Master Program the Planning Commission hereby makes the following recommendation regarding the subject Conditional Use Permit (CUP) application:

- ☒ Approve with Conditions
☐ Approve
☐ Deny

Subject to staff's recommended conditions in the Staff Report dated December 5, 2024, and any additional Commissioner conditions of approval as listed below:

1.

Commission Vote	Support	Oppose	Absent	Abstain
Frank Jeretsky				
James Stoneman				
Linda Martin, Chair				
Luke Currier				
Michael Mills				
Paul Ryan				
William McCombs				
Total				

ANACORTES PLANNING COMMISSION
ANACORTES, WASHINGTON

Linda Martin, Planning Commission Chair

Date



CITY OF ANACORTES
CITY COUNCIL

Findings of Fact, Conclusions of Law & Decision

PROJECT INFORMATION:			
FILE NUMBER	CUP-2024-0001		
PROJECT NAME	Pawplemousse Dog Grooming & Salon		
PROJECT LOCATION	915 5 th Street, Anacortes WA 98221 (APN: P55005)		
REQUEST	The Applicant is seeking approval of a conditional use permit to establish a dog grooming salon in an existing building in downtown Anacortes.		
APPLICANT	Stephanie Monteverde / smferrantino@gmail.com		
ZONING DESIG.	CBD (Central Business District)		
COMP. PLAN DESIG.	Central Business District		
APPLICATION DATE	October 4, 2024	COMPLETE APP.	October 17, 2024
CITY STAFF CONTACTS:			
NAME:	TITLE:	PHONE:	EMAIL:
Anna Dewey	Associate Planner	360-588-8376	annad@anacorteswa.gov
Grace Pollard	Senior Planner	360-588-8231	gracep@anacorteswa.gov
PUBLIC HEARING PROCESS			
PRE-DECISION OPEN RECORD PUBLIC HEARING	Planning Commission – December 11, 2025 @ 6pm		
PLANNING COMMISSION DELIBERATION	Recommendation to Approve with Conditions		
CLOSED RECORD DECISION HEARING	City Council – December 16, 2024 @ 6pm		
CITY COUNCIL DECISION	Approval with Conditions		

City Council has adopted the findings of fact, conclusions of law, and recommendations from the staff report of record dated December 5, 2024, and have thus incorporated that document into the following pages along with any additions, revisions, and/or omissions passed during the decision hearing.



904 6th Street
Anacortes, WA 98221
P.O. Box 547



360.299.1984
pced@anacorteswa.gov



anacorteswa.gov/161
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PROJECT LOCATION & SURROUNDING AREA



SITE & SURROUNDING USES:

	Comprehensive Plan	Zoning	Land Use
North	Central Business District	CBD	Public Right-of-Way / Hotel
East	Central Business District	CBD	Civic & Quasi-Public
South	Central Business District	CBD	Restaurant / Civic & Quasi-Public
West	Central Business District	CBD	Retail

A. PROCEDURAL

1. **Type of Review.** The proposed dog grooming use is classified in the Unified Development Code (AMC 19) as Personal Service: Animal Care – Indoor. Per AMC Table 19.41.050 – *Principal Uses Permitted in Mixed Use and Industrial Zones*, Animal Care – Indoor use in the CBD requires a conditional use permit (CUP).

The review classification for a non-administrative Conditional Use Permit per Table 19.20.030-1 is a Type 4 City Council Decision, requiring a preapplication meeting with city staff, a preapplication neighborhood meeting, a 21-day public comment period, an open-record pre-decision public hearing before Planning Commission, and a closed record decision hearing before City Council.

2. **Project history.** Per AMC 19.20.090(B)(2) The PCED Director may waive the pre-application conference *if the proposal has few development-related issues, involves subsequent phases of an approved development, or is substantially similar to a prior proposal affecting substantially the same property.* Due to the proposal having little to no development-related issues the Director waived the preapplication conference requirement. The mandatory neighborhood meeting was held on November 19, 2024.
3. **Public notice and reviewing departments/agencies.** On November 20, 2024 a joint notice of application and public hearing with a 21-day public comment period was published in the Anacortes American, posted at City Hall and the City Library, posted on the subject site, and mailed to property owners within 300-feet. The project application was routed for review to applicable agencies and City departments. No comments of concern were received by agencies or City departments.
4. **Consideration of written comments and applicant responses.** The public 21-day comment period concludes at 5:00pm on December 11th. As the time of writing this staff report no written comments have yet been received. Providing comment will continue to be made available to the public until the closing of the public hearing.
5. **Environmental review.** The proposed development is exempt from SEPA pursuant to WAC 197-11-800 and AMC 18.04.120.
6. **Public Hearing.** A pre-decision open record public hearing before the Planning Commission is to be held on December 11, 2024, at 6:00 PM. The City Council Closed Record Decision Hearing is scheduled for December 16, 2024, at 6:00 PM.

B. DEPARTMENT REVIEW – Findings of Fact

1. PROPOSED USE DETAILS.

- 1.1. **Total use area:** Approximately 470 square feet of indoor space.
- 1.2. **Number of dogs on-site at one time:** Approximately three (3) to four (4) maximum, typically no more than two (2).
- 1.3. **Number of staff:** Approximately 1 to 2.
- 1.4. **Hours and days of operation:** Approximately 8am – 6pm, Monday through Sunday.

2. AMC 19.44.080(B) – ANIMAL CARE - INDOOR.

- 2.1. *Definition. Any building or land used, designed, or arranged for the care of animals without outdoor activity. Includes animal grooming, animal hospital, veterinary clinic, pet clinic, animal boarding, animal shelter, cattery, kennel, and animal day care.*

Staff Comments: The proposed use meets the definition of Animal Care - Indoor.

2.2. *Use Standards. No outdoor activity associated with the care of animals is allowed. Also see AMC 6.06.090, Commercial kennels, catteries, pet shops, and animal shelters—General conditions, for applicable standards.*

Staff Comments: No outdoor activities associated with this use are proposed. See below for conditions and applicable standards under AMC 6.06.090.

3. AMC 6.06.090 – COMMERCIAL KENNELS, CATTERIES, PET SHOPS AND ANIMAL SHELTERS-GENERAL CONDITIONS.

3.1. Definitions. Per AMC 6.06.090 the proposal does not meet the definition of commercial kennel, commercial cattery, pet shop, or animal shelter.

Staff Comments: The conditions and standards under AMC 6.06.090 do not apply to this proposal.

4. AMC 19.36.040 - CONDITIONAL USE PERMIT REVIEW CRITERIA.

A. In order to grant a conditional use permit, the decision maker must find that the use would be consistent with the following criteria. Below are the criteria, along with staff comments.

4.1. ***The use would comply with any specific requirements for the conditional use specified elsewhere in this code;***

Staff Comments: Animal Care – Indoor does not have specific conditional use requirements outside of what is already detailed in this staff report.

4.2. ***Access to the site is appropriate considering the anticipated volume of traffic resulting from the use;***

Staff Comments: The subject site is located on a fully developed public street with available street parking and sidewalks. Existing access to the site is appropriate for the proposed use.

4.3. ***Off-street parking and loading facilities are adequate in terms of location, amount, and design to service the use;***

Staff Comments: AMC 19.64.060(B) states ground floor commercial uses in the CBD zone are exempt from the minimum parking requirements. The subject site is located on the south side of 5th Street, approximately 60-feet east of Commercial Avenue. There is on-street parking available on both sides of 5th Street as well as two (2) loading spaces available in front of the entrance to the proposal's leased suite. No comments of concern were provided by the City's Engineering Division or Streets Division. Off-street parking and loading facilities are adequate.

4.4. ***The amount and location of open space and the provision of screening is such that buffering of incompatible uses is achieved;***

Staff Comments: The proposed use does not include any outdoor areas and will be conducted completed within the existing structure. No screening is required by code.

4.5. ***The location and intensity of outdoor lighting is such that it does not cast light on adjacent, adjoining, or neighboring properties;***

Staff Comments: There is currently no proposal to install, exchange, or alter any outdoor lighting. As the subject site is located in historic downtown Anacortes any future proposals of outdoor lighting, including illuminated signs, must comply with applicable Anacortes Municipal Code standards.

4.6. ***Hours and manner of operation of the proposed use, including anticipated noise generation, are not inconsistent with the adjacent or nearby uses;***

Staff Comments: Per the Applicant's provided application materials, the anticipated hours of operation will be 8am – 6pm. The anticipated noise level generated from this use will not exceed that which is established under AMC 6.04.120 – Animal Noise Control.

4.7. ***Public facilities and utilities are capable of adequately serving the proposed use;***

Staff Comments: All utilities are currently on-site and the proposed use is not anticipated to impact Fire or Police levels of service. Per review comments provided by Public Works' Water Distribution Supervisor, a dog wash facility may require a backflow prevention device be installed on any new qualifying plumbing fixture to ensure the protection of the City's water distribution system. Existing public facilities and utilities are capable of adequately serving the proposed use.

4.8. ***The physical conditions of the site, including size, shape, topography, and drainage, are suitable for the proposed development;***

Staff Comments: The subject site is fully developed and there are no proposed changes to the exterior of the building. No known issues exist regarding the site's stormwater drainage system.

4.9. ***Any other factors deemed relevant to the decision-maker.***

Staff Comments: N/A

C. CONCLUSIONS

1. The proposed development was processed consistent with AMC Table 19.20.030-1 for Type 4, City Council review.
2. The proposed development has been reviewed for consistency with the criteria outlined in AMC 19.36 Conditional Use Permits.
3. The proposed development has been reviewed for consistency with the requirements outlined in AMC 19.44.080(B) Animal Care - Indoor.

4. In making its recommendation, City Council considered timely received written comments and the applicant's responses, if any, as required in AMC 19.20.130(C).

D. RECOMMENDATIONS

1. Staff recommendation – approve, with conditions.
2. Planning Commission recommendation – approve, with conditions.

E. DECISION

Based upon the submitted application materials, Findings of Fact, and Conclusions of Law, City Council approves Conditional Use Permit (CUP-2024-0001) with the following conditions:

1. The operation of the dog grooming salon at this location shall be permitted under this Conditional Use Permit #CUP-2024-0001 provided:
 - a. The business continues to operate under the Animal Care – Indoor use standard listed in AMC 19.44.080(B)(2) which states: *“No outdoor activity associated with the care of animals is allowed.”*
 - b. The business does not exceed the area of use as was submitted in the application materials via the provided floorplan. A slight increase to the area of use (not to exceed 10%) may be administratively approved by submitting a request for a Minor Permit Revision to the Planning, Community & Economic Development (PCED) Department. (See AMC 19.28.010)
2. The applicant must obtain a City of Anacortes business license prior to operation.
3. The applicant must obtain a sign permit for the new Pawplemousse Salon window sign prior to operation.

INTRODUCED, PASSES, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 16th Day of December 2024.

CITY OF ANACORTES, WASHINGTON

Matt Miller, Mayor

Approved as to form and legality:

Attest:

Darcy Swetnam, WSBA #40530
City Attorney

Steve D. Hoglund, City Clerk/Treasurer

Judicial Appeal:

Per AMC 19.20.030.1 and 19.20.240.A, there is no further administrative appeal available for this decision. Appeals of the decision may be made to Skagit County Superior Court pursuant to Chapter 36.70C RCW.

IV. INFORMATION FOR DEVELOPER:

1. Per AMC 19.28.010 PERMIT REVISION.
 - a. *Type of Review.* A major revision to an approved permit requires a new application. A minor revision to an approved permit may be approved by the Director. The Director may condition approval to ensure compliance with this section.
 - b. *Types of Revisions.*
 - i. A major revision is any revision other than a minor revision, or a revision that does not qualify as a minor revision when considered cumulatively with other minor revisions since initial issuance of the permit.
 - ii. A minor revision is a revision that does not:
 - iii. Increase the area of the use by more than 10 percent;
 - iv. Increase the intensity of the use in a way that significantly affects the surrounding area in terms of traffic, noise, hours of operation, parking, or other impacts;
 - v. Increase the number of lots, dwelling units, or density;
 - vi. Decrease the quality or amount of open space;
 - vii. Result in any significant environmental impact not adequately reviewed or mitigated by previous documents;
 - viii. Expand onto property not included in the original proposal.
2. AMC 6.04.120 – ANIMAL NOISE CONTROL. It is unlawful for any person to cause or allow to originate from the property frequent, repetitive, or continuous howling, barking, or other noises made by any animal covered by this chapter which disturbs the peace and quiet of the surrounding area. Sounds made in pet shops, veterinary clinics, grooming parlors, animal shelters, commercial kennels and catteries licensed under this chapter and in compliance with AMC Title [17](#), shall be exempt under this subsection; provided, however, that it is an affirmative defense under this subsection that the animal was intentionally provoked to bark or make any other noise by any person; provided, that the enactment of this provision shall in no way nullify any other provision of the municipal code concerning animal noise.
3. A [reduced pressure backflow assembly](#) may be required to be installed. Upon submitting a plumbing permit a water quality tech will review your proposal to determine if this device is required. If a backflow device is required there will be a requirement of annual testing. These annual tests are to be arranged and paid for by the owner/applicant and provided to the city.



Conditional Use Permit

CUP-2024-0001

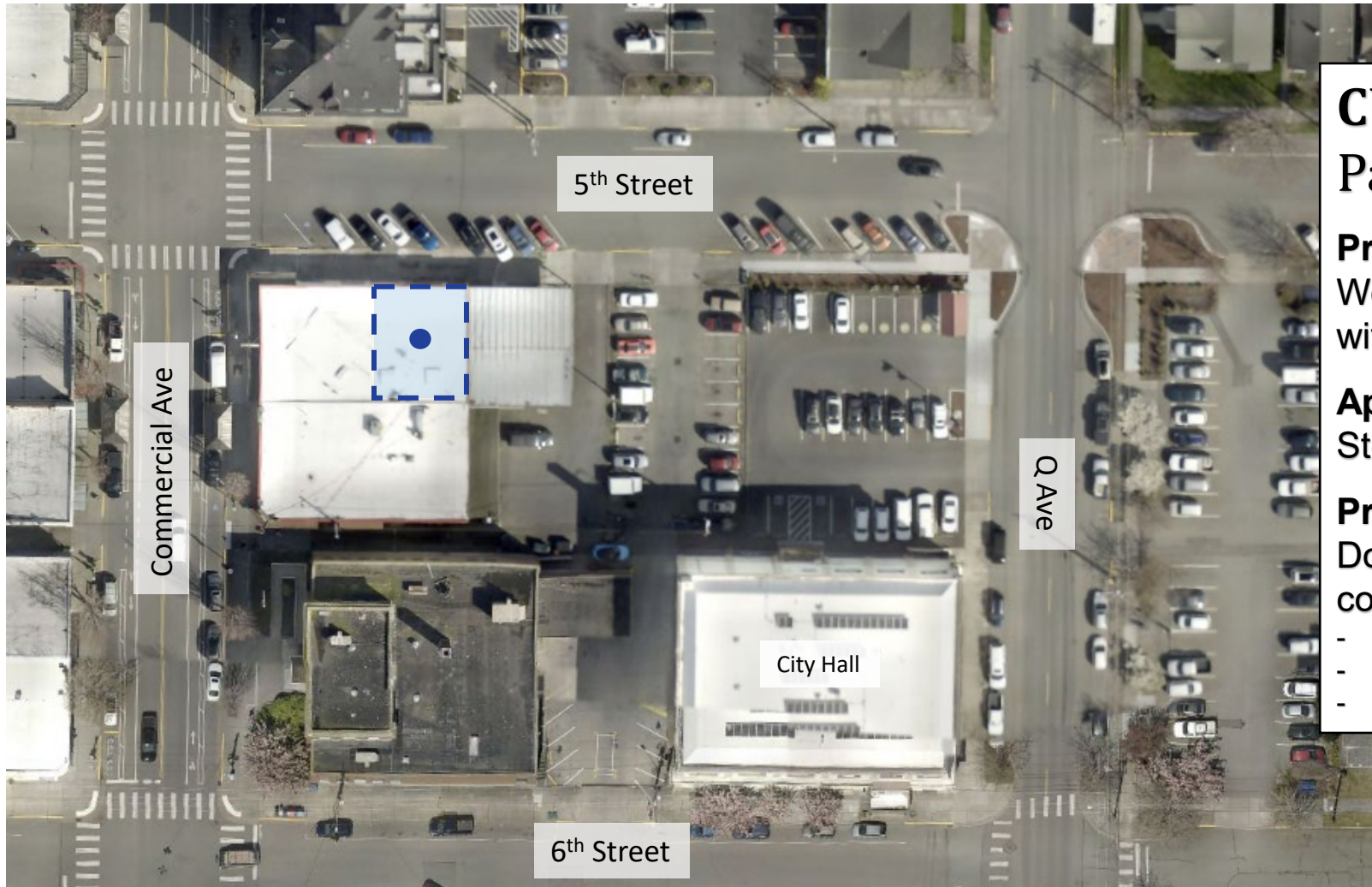
Pawplemousse Dog Grooming & Salon

City of Anacortes | Planning Department

**City Council Closed-Record Decision Hearing
December 16, 2024**



●●● Dog Grooming Salon



CUP-2024-0001

Pawplemousse Dog Grooming

Project Location:

West end of 5th Street near the intersection with Commercial Ave (915 5th St.)

Applicant / Property Owner:

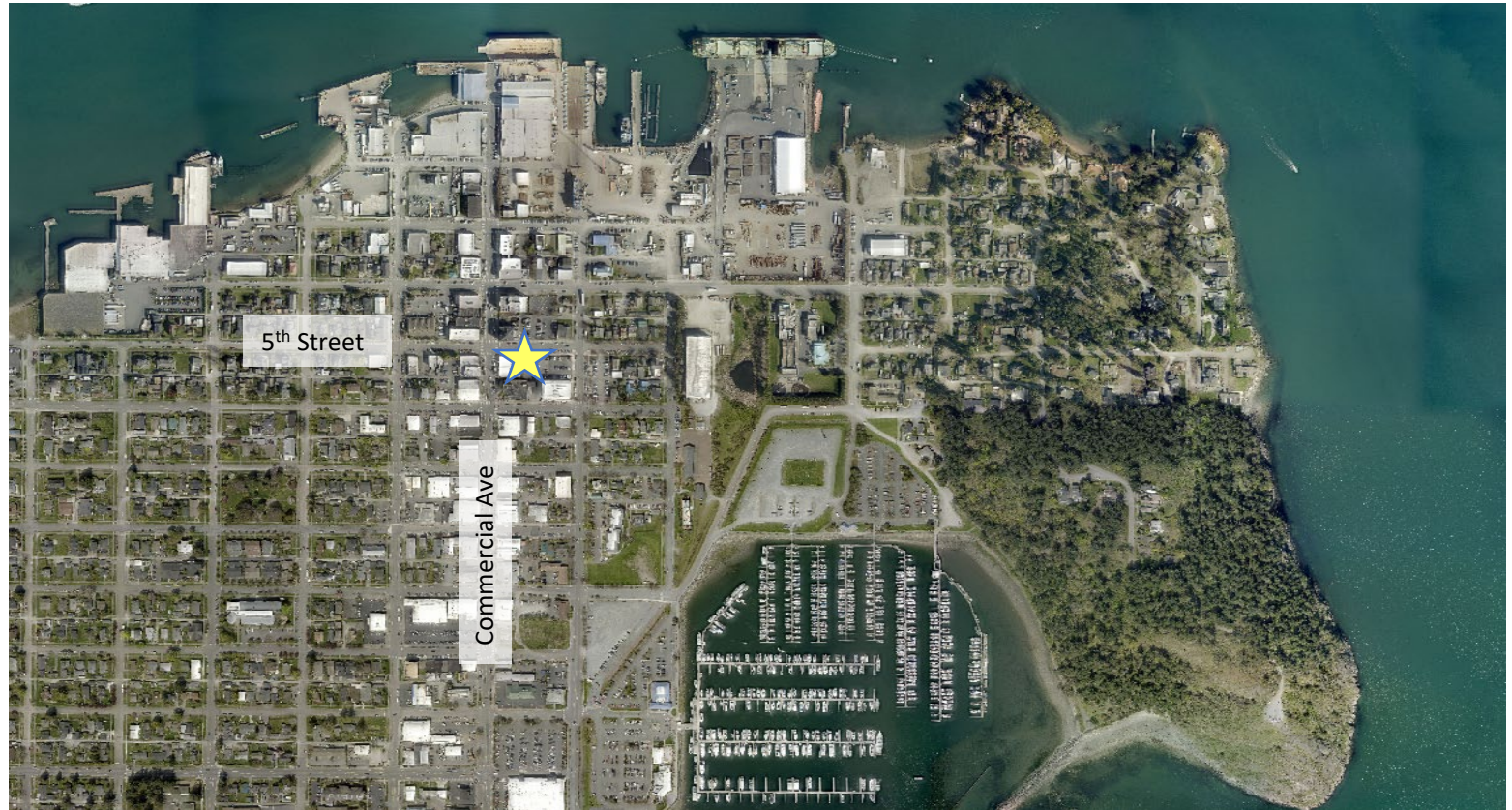
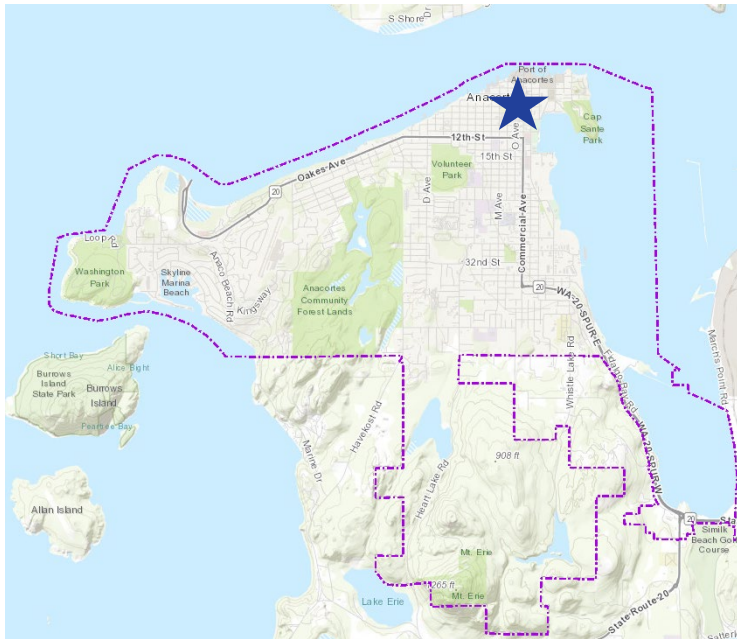
Stephanie Monteverde / Daniel Douglas

Proposed Use:

Dog grooming salon within existing commercial building

- Approximately 3-4 dogs on-site at one time
- Approximately 1-2 staff
- Hours of operation: 8am-6pm Monday-Sunday

Project Site and Surrounding Area

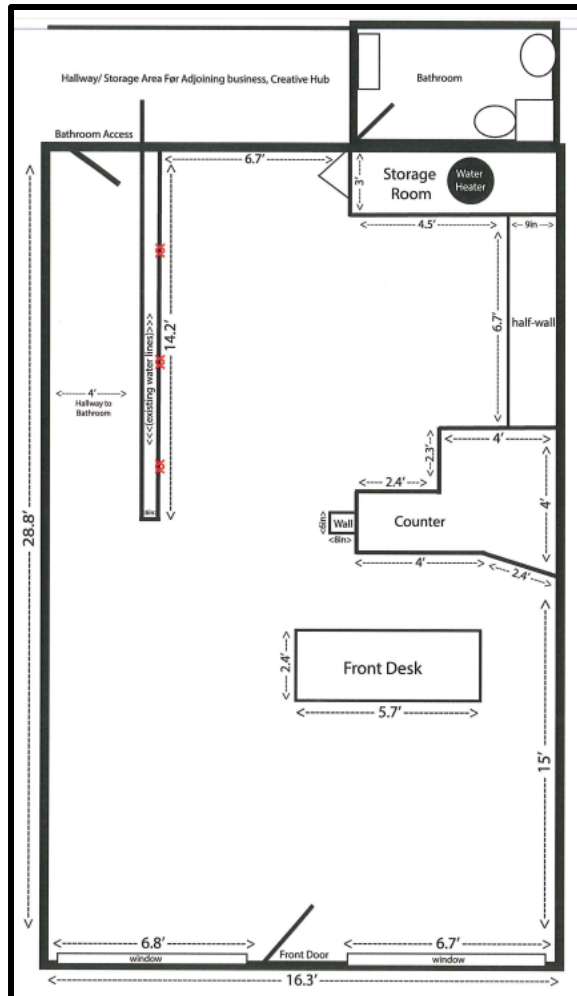


- Zoning Designation: **Central Business District (CBD)**
- Comp. Plan Designation: **Central Business District (CBD)**
- Shoreline Environment Designation: **N/A**

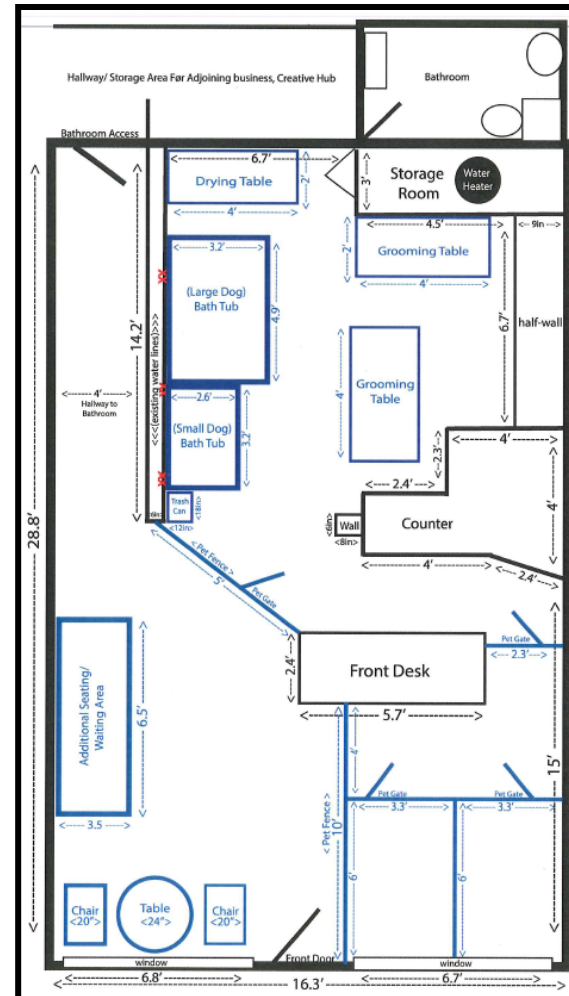
Proposal Overview



Existing Floor Plan



Proposed Floor Plan



Front window sign



- Proposed improvements
- Existing

Building Proposal:

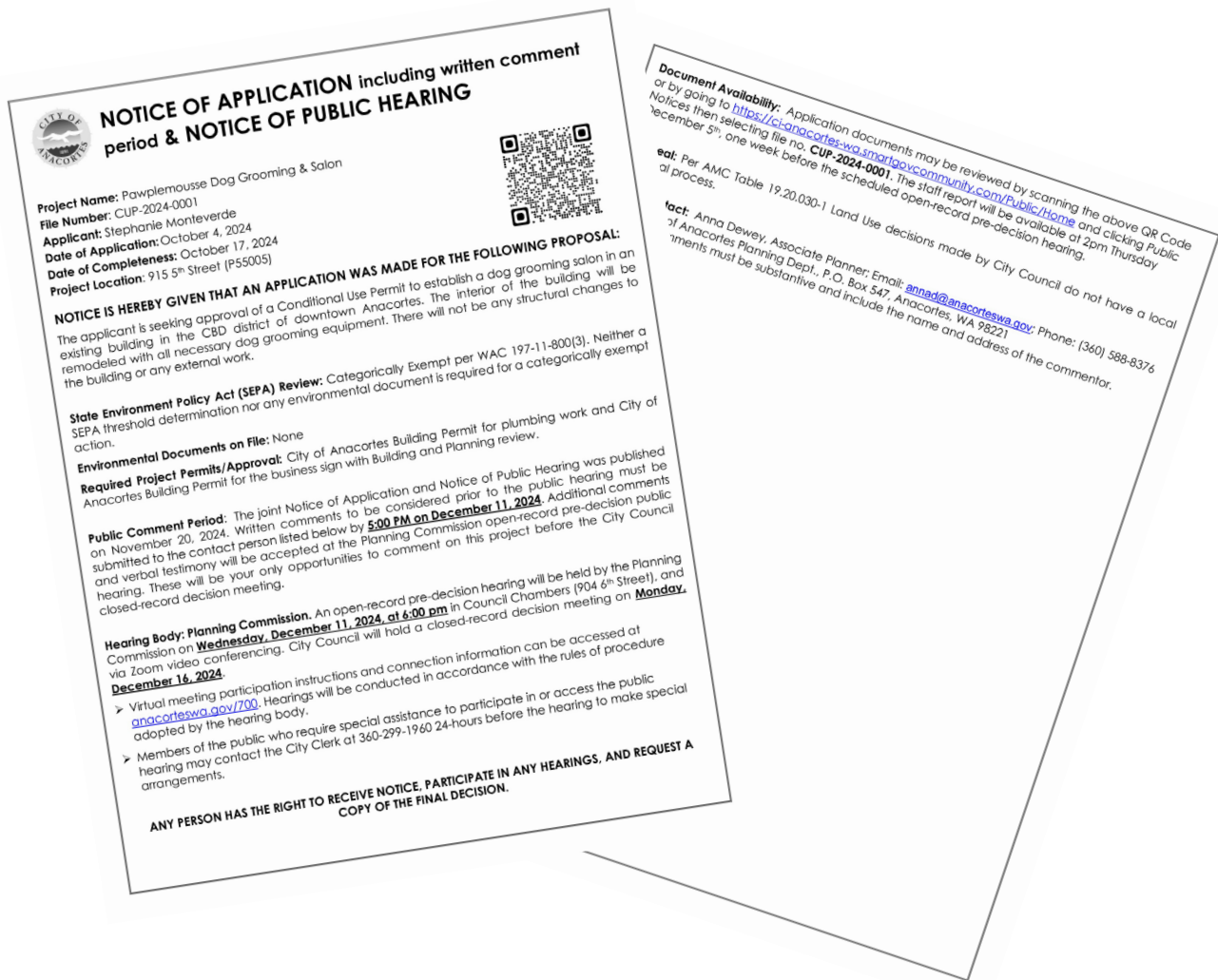
- Applicant has been issued a building permit for plumbing work to install all necessary grooming equipment.
- There are no proposed structural changes to the existing building and no external work proposed.
- Applicant will also be issued a sign permit for the new Pawplemousse Salon window sign.

●●● In Process Exterior Refresh





Review Process Type 4 – City Council



Permit Application Type:

Conditional Use Permit

Type 4 – City Council Decision

PROJECT HISTORY

- **October 4, 2024** – Application Received
- **October 17, 2024** – Application Deemed Complete
- **November 19, 2024** – Mandatory Neighborhood Meeting
- **November 20, 2024** – Dual Notice of Application & Hearing w/ 21-day written public comment period
- **December 11, 2024** – Open Record Pre-Decision Public Hearing (Planning Commission)
- **December 16, 2024** – Closed-Record Decision Hearing (City Council) **we are here**

••• Key Points & Recommendations



STAFF RECOMMENDATION: Approval with conditions

- Project is consistent with criteria outlined in AMC 19.36 Conditional Use Permits
- Project is consistent with the requirements outlined in AMC 19.44.080(B) Animal Care – Indoor

PLANNING COMMISSION RECOMMENDATION: Approval with the following conditions:

- Operation of the dog grooming salon at this location shall be permitted under CUP-2024-0001 provided:
 - The business continues to operate under the Animal Care – Indoor use standard listed in AMC 19.44.080(B)(2)
 - The business does not exceed the area of use as was submitted in the application materials via the provided floorplan.
- The applicant must obtain a City of Anacortes business license prior to operation.
- The applicant must obtain a sign permit for the new Pawplemousse Salon window sign prior to operation.



Conditional Use Permit

CUP-2024-0001

Pawplemousse Dog Grooming & Salon

City of Anacortes | Planning Department

City Council Closed-Record Decision Hearing

December 16, 2024





City Council Agenda Bill

Meeting Date: December 16, 2024 **Agenda Item:** 8.a.

Agenda Item Title: Resolution 3173: Establishing the Goal to Work Towards Zero Roadway Fatalities and Serious Injuries

Staff Contact(s): Andrew Rheaume, Sidney Neel

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

Sidney Neel

Resolution

Andrew Rheaume

Steve Hogle

Darcy Swetnam

Item Summary: A resolution for Anacortes City Council to commit to reducing roadway fatalities – a requirement of the Safe Streets and Roads for All Traffic Safety Plan Project.

Budget Impact:

None

Previous Action: None

Recommended Motion: I move that the Anacortes City Council adopts Resolution 3173: Establishing a Goal to Work Towards Zero Roadway Fatalities and Serious Injuries as presented.

Alternative Actions: Not to approve as presented.

Attachments (listed in order presented):

1. COA SS4A Safety Commitment Resolution

RESOLUTION 3173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON,

WHEREAS, between 2019 and 2023 in the City, 5 people died and 23 people were seriously injured due to roadway crashes; and

WHEREAS, crashes that result in death and serious injury are largely preventable, and the City acknowledges that the only acceptable goal is to eliminate deaths and serious injuries to all roadway users; and

WHEREAS, creating safe, user-friendly streets will encourage active transportation, improving population health, air quality, and overall public well-being, and

WHEREAS, the 2016 Anacortes Comprehensive Plan identified the need to improve the safety of the transportation system to work towards the state's goal of zero deaths and disabling injuries by the year 2030; and

WHEREAS, the Anacortes Safety Action Plan presents the city's commitment and strategies for reducing deaths and serious injuries to all road users.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anacortes, Washington, as follows:

Section 1. The City Council supports proactively utilizing a "Safe System Approach" to improve safety for all road users, rather than relying on a reactive approach to address roadway fatalities or serious injuries, and

Section 2. The City Council declares that any roadway fatality or serious injury is unacceptable and supports reasonable measures to prevent roadway crashes, and

Section 3. The City Council establishes a goal of reducing deaths and serious injuries for all roadway users by 100% by the year 2044, and

Section 4. The City staff will measure the progress towards these goals and will provide quantitative metrics that are reported annually.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this _____ day _____.

Matt Miller, Mayor

ATTEST:

Resolution 3173

Commented [BL1]: This can be something higher if the council would like.

Page 1

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney



City Council Agenda Bill

Meeting Date: December 16, 2024 **Agenda Item:** 8.b.

Agenda Item Title: Resolution 3175: Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan

Staff Contact(s): Andrew Rheume, Sidney Neel

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Sidney Neel	Resolution
Andrew Rheume	

Item Summary: The Anacortes Comprehensive Safety Action Plan (CSAP) identifies locations where crashes are occurring at rates higher than expected and provides recommendations to improve the safety for these locations and guide further safety evaluation of the City's transportation network. This plan should be treated as a resource to reference as funding is available and should be used to identify future capital projects. The CSAP includes recommended improvements to help Anacortes to meet their commitment of zero traffic deaths. Last, the plan is required by WSDOT and the FHWA to be eligible for state and federal grants in the future.

Budget Impact:
None

Previous Action: None

Recommended Motion: I move that City Council approve Resolution 3175 : Safe Streets and Roads for All Comprehensive Safety Action Plan as presented.

Alternative Actions: Not approve.

Attachments (listed in order presented):

1. Anacortes Comprehensive Safety Action Plan_12.10.24
2. COA Resolution for the CSAP
3. Anacortes CSAP City Council



Safe Streets and Roads for All (SS4A)

Comprehensive Safety Action Plan



Safe Streets and Roads for All (SS4A)

City of Anacortes Comprehensive Safety Action Plan

Prepared for:



City of Anacortes
904 6th Street
Anacortes, WA 98221

Prepared by:

Kimley»Horn

Kimley-Horn and Associates, Inc.
2828 Colby Avenue
Everett, WA 98201

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23U.S.C. § 407: US Code - Section 407: Discovery and admission as evidence of certain reports and surveys
Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential accident sites, hazardous roadway conditions, or railway-highway crossings, pursuant to sections 130, 144, and 148 of this title or for the purpose of developing any highway safety construction improvement project which may be implemented utilizing Federal-aid highway funds shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.

TABLE OF CONTENTS

1. INTRODUCTION.....	8
City of Anacortes.....	8
Safe Streets and Roads for All Program	9
National Roadway Safety Strategy	9
Safe System Approach.....	9
What is a CSAP.....	10
CSAP Development Process.....	10
2. LEADERSHIP COMMITMENT AND GOAL SETTING	12
3. PLANNING STRUCTURE	14
4. SAFETY ANALYSIS	16
Analysis Techniques	16
Historical Crash Analysis.....	17
All Crashes	17
Fatal and Serious Injury Crashes.....	18
Active Transportation Crashes	20
Active Transportation Severity	21
Target Zero Emphasis Areas.....	22
High Crash Network.....	23
Network Screening.....	24
CCR Analysis	24
5. ENGAGEMENT AND COLLABORATION	28
Public Engagement	28
Stakeholder Meetings.....	28
Public Outreach	28
Online Engagement	28
Public Engagement.....	29
6. EQUITY	31
Demographics	31
Race/Ethnicity.....	31
Age.....	32
Income	32
Disabilities	32
Traffic Fatality Demographics.....	33





Race and Ethnicity	33
Equity Analysis Methodology	34
Age	34
Climate and Economic Justice Screening Tool	35
ETC Tool	36
Washington State Department of Health Environmental Health Disparities Map	37
Equity Analysis Key Findings	39
7. POLICY AND PROCESS CHANGE	42
Previous and Ongoing Plans Review	42
Summary of Relevant Documents	42
Washington State	42
Skagit County	43
City of Anacortes	43
Key Findings	43
8. STRATEGY AND PROJECT SELECTIONS	45
Selecting Project Locations	45
Countermeasure Selection	46
Countermeasure Toolbox	46
Project Sheets	46
9. PROGRESS AND TRANSPARENCY	48
Next Steps and Implementation Actions	49



LIST OF FIGURES

Figure 1. Anacortes CSAP Study Area	8
Figure 2. FHWA Safe System Approach	9
Figure 3. Number of Crashes per Year	17
Figure 4. Anacortes Top Five Crash Types (2019-2023)	17
Figure 5. Top Five Driver Contributing Factor (2019-2023)	18
Figure 6. Number of Fatal and Serious Injury Crashes per Year (2019-2023)	18
Figure 7. Map of Fatal and Serious Injury Crashes in Anacortes (2019-2023)	19
Figure 8. Top Fatal and Serious Injury Crash Types (2019-2023)	19
Figure 9. Top Five Fatal and Serious Injury Crash Contributing Factor (2019-2023)	20
Figure 10. Active Transportation Crashes per Year (2019-2023)	20
Figure 11. Active Transportation Crashes in Anacortes (2019-2023)	21
Figure 12. Active Transportation Fatal and Serious Injury Crashes (2019-2023)	21
Figure 13. Top Four Contributing Factors for Active Transportation Crashes (2019-2023)	22
Figure 14. Anacortes Crashes by Target Zero Emphasis Area (2019-2023)	22
Figure 15. High Crash Network	23
Figure 16. Roadway Safety Management Process	24
Figure 17. Anacortes Roadway Segments with Positive CCR	25
Figure 18. Anacortes Intersections with Positive CCR	25
Figure 19. Anacortes High-Risk Network	26
Figure 20. Stakeholder Meeting Mapping Activity	28
Figure 21. Public Engagement at the Anacortes Open Streets Festival	28
Figure 22. Public Engagement at the Anacortes Farmers Market	29
Figure 23. Public Outreach Online Engagement Comments	29
Figure 24. Climate and Economic Justice – Underserved Communities by Census Tract in Anacortes	35
Figure 25. Equitable Transportation Community – Underserved Communities by Census Tract in Anacortes	36
Figure 26. Environmental Health Disparities – Underserved Census Tracts	37
Figure 27. Health Disparities – Underserved Census Tracts in Anacortes	38
Figure 28. Social Vulnerability Index – Underserved Census Tracts in Anacortes	39
Figure 29. Equity Analysis Results – Most Underserved Areas in Anacortes by Census Tract	40
Figure 30. Selected Project Locations in Anacortes	45
Figure 31. CMF/CRF Calculation	46
Figure 32. Countermeasure Cost Effectiveness	46

LIST OF TABLES

Table 1. Safe System Approach Objectives	9
Table 2. Anacortes CSAP Development Process.....	10
Table 3. Summary of the City of Anacortes Racial/Ethnic Identification.....	31
Table 4. Summary of the City of Anacortes Population Ages.....	32
Table 5. Summary of the City of Anacortes Household Income.....	32
Table 6. Summary of the City of Anacortes Population Disabilities.....	32
Table 7. Summary of Fatalities by Race	33
Table 8. Summary of Fatalities by the Top Age Groups.....	34
Table 9. Summary of City of Anacortes Equity Analysis Results	40
Table 10. Reviewed Previous and Ongoing Plans for CSAP Development.....	42
Table 11. Proposed Annual Safety Performance Measures.....	48

LIST OF ACRONYMS

ADA	Americans with Disabilities Act
BIL	Bipartisan Infrastructure Law
CDC	Centers for Disease Control
CCR	Critical Crash Rate
CEJST	Climate and Economic Justice Screening Tool
CIP	Capital Improvement Plan
CMF	Crash Modification Factor
CRF	Crash Reduction Factor
CSAP	Comprehensive Safety Action Plan
ETC	Equitable Transportation Community
FHWA	Federal Highway Administration
HSM	Highway Safety Manual
NRSS	National Roadway Safety Strategy
PSI	Potential for Safety Improvement
ROW	Right-of-Way
RRFB	Rectangular Rapid Flashing Beacons
SHSP	Strategic Highway Safety Plan
SS4A	Safe Streets and Roads for All
SVI	Social Vulnerability Index
USDOT	United States Department of Transportation
WSDOT	Washington State Department of Transportation



1.

Introduction



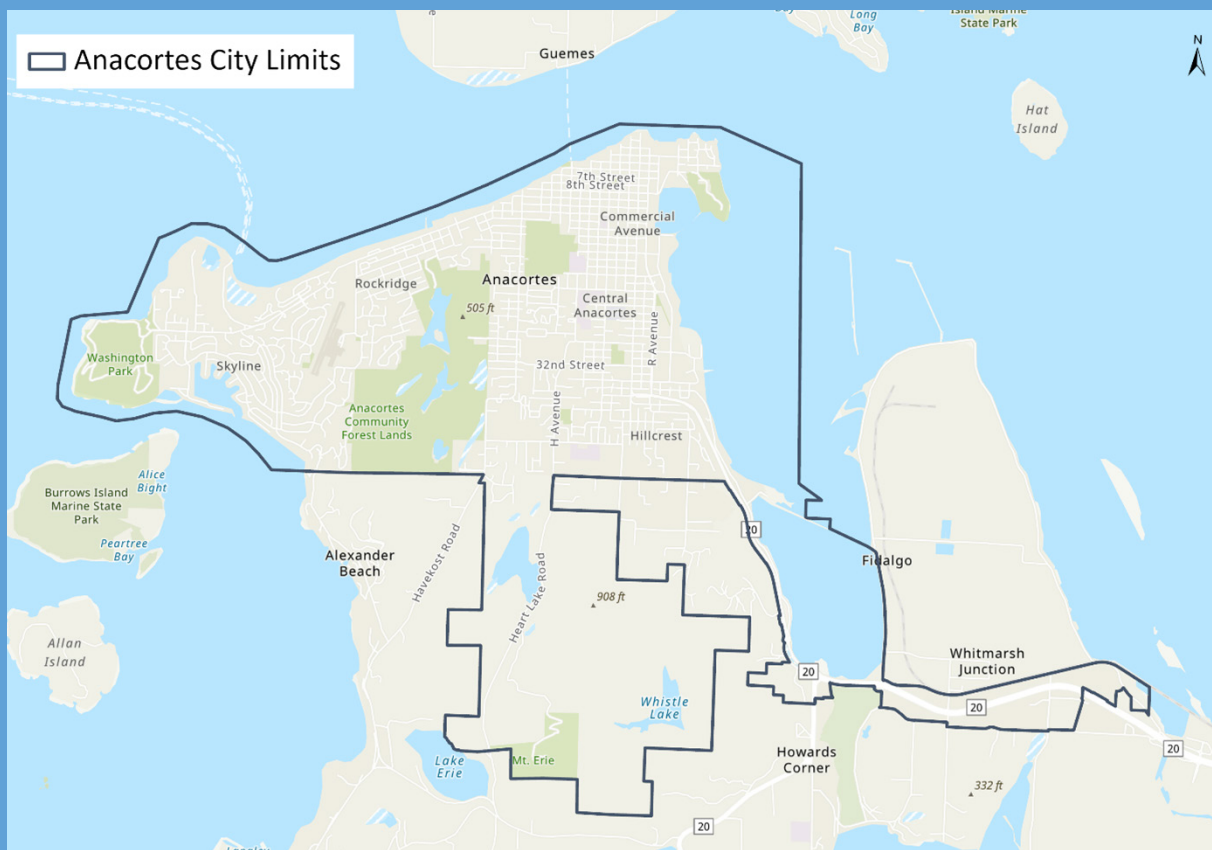
1. INTRODUCTION

The City of Anacortes 2016 Comprehensive Plan identified a need to improve safety of the transportation network. In Anacortes, between 2019 and 2023, there were 939 total crashes, including five fatal crashes and 20 serious injury crashes. The Anacortes Comprehensive Safety Action Plan (CSAP) identifies locations where crashes are occurring at rates higher than expected and provides recommendations to improve the safety for these locations and guide further safety evaluation of the City's transportation network. This plan should be treated as a resource to reference as funding is available and should be used creatively. This process of developing the CSAP included evaluating the causes of crashes, crash locations, demographics, and underserved areas. The CSAP includes recommended improvements to help Anacortes to meet their commitment of zero traffic deaths.

CITY OF ANACORTES

Anacortes, Washington is a coastal city located in Skagit County, known for its waterfront, community, and maritime history. Anacortes is situated on Fidalgo Island in the Salish Sea. Home to over 18,000 people, its diverse demographics include families, retirees, and young individuals. The median age is 49, and 30% of the population being over 65 years old reflects its appeal as a retirement destination. Anacortes is also home to a Washington State Ferries terminal, which connects the public to the San Juan Islands. This ferry activity plays a vital role in the local economy, tourism, and traffic commute for residents. This influx of tourists and residents using the ferry system presents unique challenges in traffic safety. The CSAP study area is shown in **Figure 1**.

Figure 1. Anacortes CSAP Study Area



SAFE STREETS AND ROADS FOR ALL PROGRAM

The Safe Streets and Roads for All (SS4A) discretionary grant program originates from the Bipartisan Infrastructure Law (BIL). The SS4A program funds improvements and strategies to prevent roadway fatalities and serious injuries of all users of highways, streets, and roadways: pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators. The SS4A program supports the U.S. Department of Transportation’s (USDOT’s) National Roadway Safety Strategy (NRSS) and a goal of zero roadway deaths using a Safe System Approach.

The SS4A discretionary grant program allocates \$5 billion in appropriated funds over five years, 2022-2026. The program funds both action plans and implementation projects. An action plan is required to be in place or otherwise completed by a jurisdiction to apply for implementation funds. This CSAP meets eligibility requirements that allows the City of Anacortes to apply for implementation funds through the USDOT SS4A discretionary grant program.

NATIONAL ROADWAY SAFETY STRATEGY

USDOT’s NRSS¹ is a comprehensive approach to reduce fatal and serious injuries and deaths on highways, roads, and streets. This strategy outlines the USDOT’s long-term goal of reaching zero roadway fatalities, the adoption of the Safe System Approach, and actions the department will take to target urgent problems.

SAFE SYSTEM APPROACH

The Safe System Approach is a guiding paradigm to address roadway safety. The Safe System Approach has been embraced as an effective way to address and mitigate the risks inherent in our complex transportation system. It works by building and reinforcing multiple layers of protection to both prevent crashes from happening in the first place and minimize the harm caused to those involved when crashes do occur. The Safe System Approach, shown in **Figure 2**, is founded on the principles that humans make mistakes and that human bodies have limited ability to tolerate crashes. It is a holistic and comprehensive approach that provides a guiding framework to make places safer. This is a shift from a conventional safety approach because it focuses on both human mistakes and human vulnerability and designs a system with many redundancies in place to protect everyone.

This CSAP seeks to implement the Safe System Approach in City of Anacortes. Objectives of the Safe System Approach are summarized in **Table 1**.



Table 1. Safe System Approach Objectives

 SAFER PEOPLE	Address the safety of all road users including those who walk, bike, drive, ride transit, or travel by other modes.
 SAFER VEHICLES	Expand the availability of vehicle systems and features that help to prevent crashes and minimize the impact of crashes on both occupants and non-occupants.
 SAFER SPEEDS	Reducing speeds will accommodate human injury tolerance by reducing impact forces, providing additional time for drivers to stop, and improve visibility.
 SAFER ROADS	Design to mitigate human mistakes and account for injury tolerances, encourage safer behaviors, and facilitate safe travel by the most vulnerable users.
 POST-CRASH CARE	Enhance the survivability of crashes through access to emergency medical care while creating a safe working environment for first responders and preventing secondary crashes through traffic incident management practices.

¹ <https://www.transportation.gov/NRSS>

WHAT IS A CSAP

A CSAP is intended to result in holistic, well-defined strategies to reduce roadway fatalities and serious injuries within a specific locality, tribal area, or region.

This CSAP incorporates a risk factor assessment to identify and prioritize locations for proactive safety improvements that can be implemented by the City, allowing practitioners to make informed, prioritized safety decisions. The recommendations focus on transportation improvements with a high benefit of crash reductions and include driver-related countermeasures.

CSAP DEVELOPMENT PROCESS

The development of this CSAP includes nine primary steps as summarized in **Table 2**.

Table 2. Anacortes CSAP Development Process

CSAP Task	Purpose
TASK 1: Project Management	Coordination with the City on project development.
TASK 2: Planning Structure	The CSAP stakeholder team is composed of City representatives, including engineering, planning, and law enforcement. The steering team met twice to review the safety analysis results and discuss project locations, strategies, and project types.
TASK 3: Leadership and Goal Setting	City leaders are asked to consider adopting or approving a Safety Commitment Resolution. The Safety Commitment Resolution will be presented to the City Council for review and approval.
TASK 4: Safety Analysis	The analysis included an evaluation of existing data and trends and identified risk factors and high-risk locations.
TASK 5: Engagement and Collaboration	The consultant team attended two public engagement events to hear the safety concerns and needs of the public.
TASK 6: Equity Considerations	The safety analysis incorporates equity into the selection of priority segments. The analysis identifies concentrations of underserved populations and utilizes tools published by USDOT and the Washington State Department of Health.
TASK 7: Policy and Process Changes	Existing policies, programs, and practices that may impact safety were reviewed and opportunities for changes were identified. Potential engineering, enforcement, or education policies or practices are recommended.
TASK 8: Strategy and Project Type	Projects for implementation and anticipated safety improvements and costs are identified for selected locations.
TASK 9: Final Report and Safety Resolution	The final report summarizing findings and recommendations will be presented to City Council.



2.

Leadership Commitment and Goal Setting



2. LEADERSHIP COMMITMENT AND GOAL SETTING

A CSAP is intended to be locally developed to directly address the most significant transportation safety risks in the given jurisdiction. This CSAP's vision, goals, and objective have been established to reflect discussions with Anacortes staff, input from community members, and a review of existing plans and policies. This vision for this plan is to reduce deaths and serious injuries for all road users. The goals and objectives for achieving this vision are:

Goal #1: Proactively using the Safe System Approach

Objectives

- Evaluate crash activity along Anacortes roadways
- Identify locations in need of improvements
- Identify safety countermeasures for specific locations

Goal #2: Reduce fatalities and serious injuries by 50% by the year 2044

Objectives

- Reduce 5-year average to 2 deaths or less and 10 serious injury crashes or less
 - Implement safety countermeasures
 - Measure progress towards reducing deaths and serious injuries

Anacortes City Council adopted Resolution 3173 committing to reducing fatalities and serious injury crashed by 50% by the year 2044.



3.

Planning Structure





3. PLANNING STRUCTURE

The Federal Highway Administration (FHWA) identifies that a committee, task force, or similar body be charged with oversight of the development, implementation, and monitoring of effects of implementation of the CSAP. The planning committee from Anacortes that helped develop this CSAP included representatives from the City of Anacortes Public Works Department, Planning Services Department, and Police Department. Staff included the City Engineer, Public Works Director, Director of Planning, Community and Economic Development, and the Police Chief. This group includes a cross-section of city officials and partners that provide perspectives from the operations of the roadway and non-motorized facilities, long range planning for Anacortes, and police officers on the scene of crashes.

This same committee is recommended to be used for implementation of the CSAP and monitoring of effects of improvements. We recommend that the committee is led by the Public Works Department, who will be charged with evaluating which countermeasures should be implemented, monitoring crash statistics after countermeasures have been implemented, and publishing annual reports of the effects of implemented countermeasures.

4.

Safety Analysis





4. SAFETY ANALYSIS

The CSAP analyzes existing conditions and historical trends that provide a baseline level of crashes involving fatalities and serious injuries in Anacortes. This analysis identifies crash location, severity of crashes, contributing factors, and crash type by relevant road users (motorists, people walking, transit users, etc.). The analysis includes all roads within Anacortes and leads to a geospatial identification of higher-risk locations where safety recommendations are made. These locations were reviewed with project stakeholders, who also discussed the types of safety-focused projects that should be considered. Based on input from the stakeholders, projects and strategies have been identified for high-priority locations.

ANALYSIS TECHNIQUES

Two crash analyses were completed to identify trends in the historical crash data. Crash data was obtained from the Washington State Department of Transportation (WSDOT) for the most recent complete five-year period, 2019 to 2023. Only reported crashes that were provided by WSDOT are included in this analysis. The two methodologies for reviewing crash history include:

- **Historical Crash Analysis:** Identifies most frequent crash types and typical contributing factors.
- **Target Zero Emphasis Areas:** Historical crash data was reviewed to identify trends and was compared with the 2024 Washington Target Zero Plan, the Washington Strategic Highway Safety Plan (SHSP).

Two safety analyses were completed to identify roadway segments and intersections with the highest safety needs and the largest potential for safety improvement (PSI) with the implementation of safety countermeasures. The two methodologies that lead to the identification of a High-Risk Network are:

- **High Crash Network:** Includes roadways with high-crash rates
- **Network Screening Analysis:** Statistical review of locations to determine where risk is higher as compared to similar locations with the same functional classification and similar traffic volumes.

Both the crash and safety analyses inform the selection of high-risk, high-priority locations. The two safety analyses combined lead to a High-Risk Network from which potential safety improvement project locations are identified. The High-Risk Network provides focused information for decisions regarding prioritization of safety improvements.



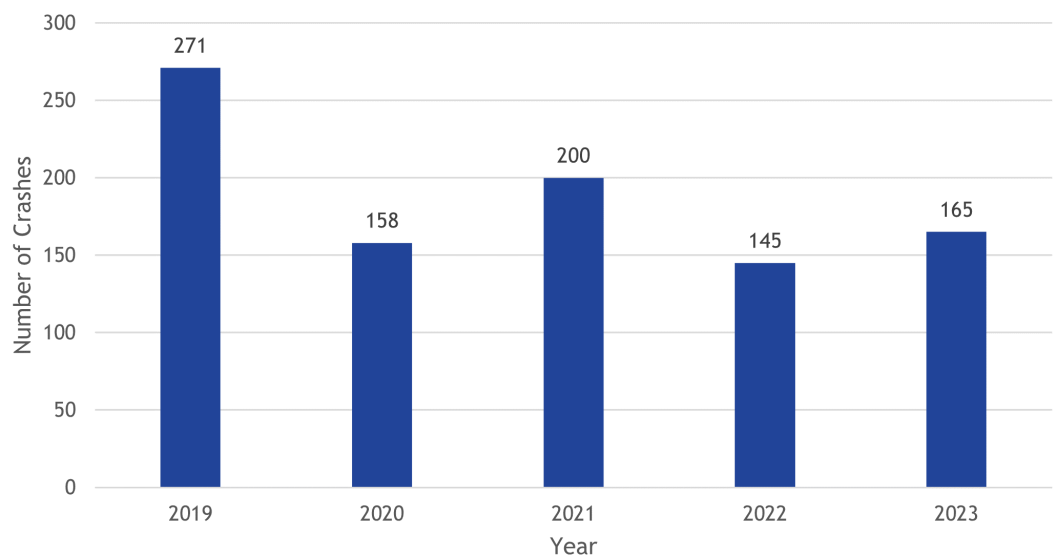
HISTORICAL CRASH ANALYSIS

ALL CRASHES

A historical crash data analysis was conducted for crashes that occurred on roadways within the study area. The historical crash data is summarized by severity, active transportation users, and contributing factors.

A total of 939 crashes occurred in Anacortes from 2019 to 2023. **Figure 3** shows that the highest number of crashes occurred in 2019 (271 crashes). The crashes occurring in the years 2020 through 2023 are lower than 2019; however, there has not been a steady annual decrease since 2019.

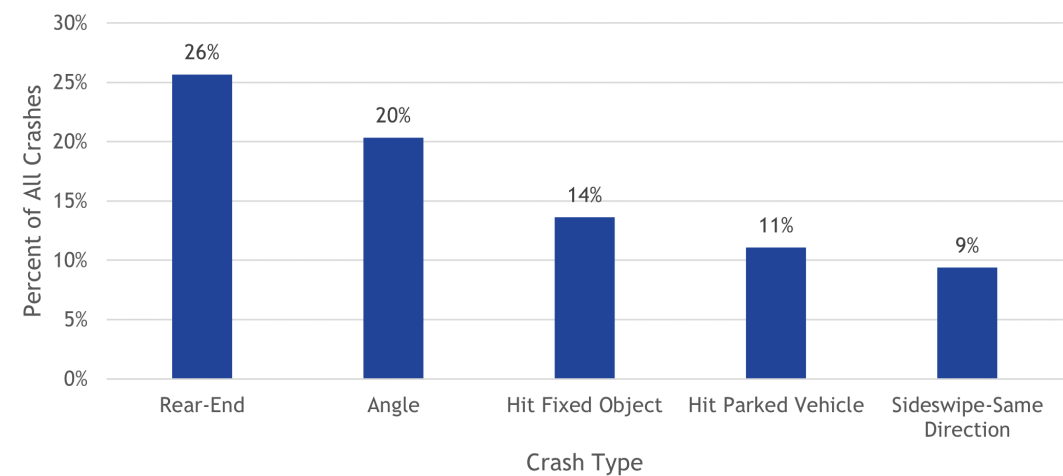
Figure 3. Number of Crashes per Year



4.2.1.1 CRASH TYPE

The top five crash types reported are summarized in **Figure 4** and make up 80% of all crashes in Anacortes. The top three crash types are rear-end crashes, angle crashes, and crashes that include hitting a fixed object. Nearly half of all crashes in Anacortes were rear-end or angle crashes.

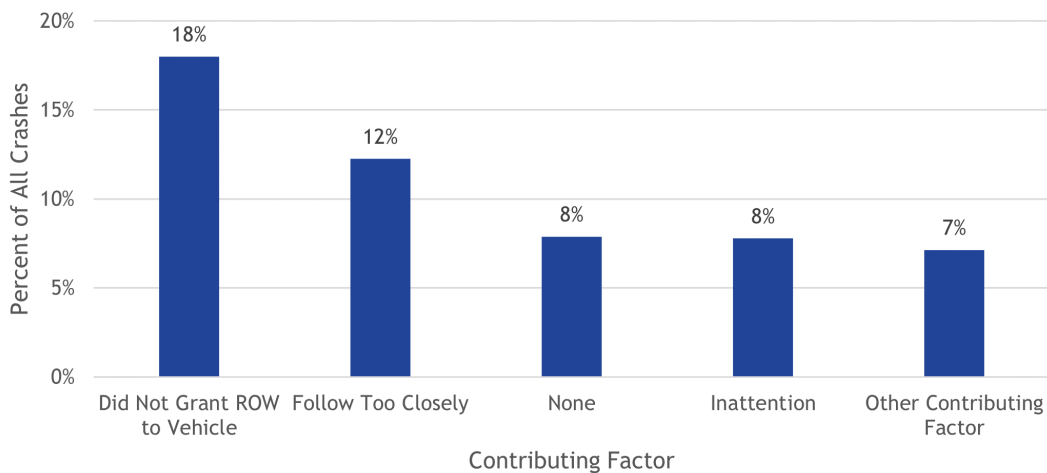
Figure 4. Anacortes Top Five Crash Types (2019-2023)



4.2.1.2 CONTRIBUTING FACTORS

The top five contributing factors are shown in **Figure 5**. These contributing factors are specific to the first driver as recorded in the police report. The data shows that the top two contributing factors are failing to grant right-of-way (ROW) and following too closely. Nearly 10% of the reported crashes did not have a reported driver contributing factor.

Figure 5. Top Five Driver Contributing Factor (2019-2023)



FATAL AND SERIOUS INJURY CRASHES

The number of fatal and serious injury crashes by year is summarized in **Figure 6**. The number of crashes resulting in serious injuries range between two and four crashes per year during the five-year period. The highest number fatal and serious crashes occurred in 2020. **Figure 7** shows the location of fatal and serious injury crashes in Anacortes during the five-year period.

Figure 6. Number of Fatal and Serious Injury Crashes per Year (2019-2023)

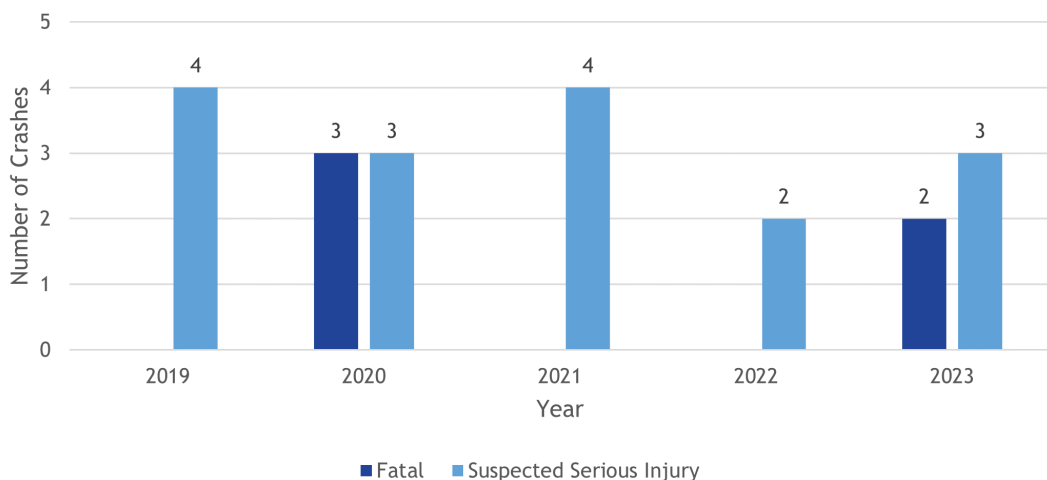
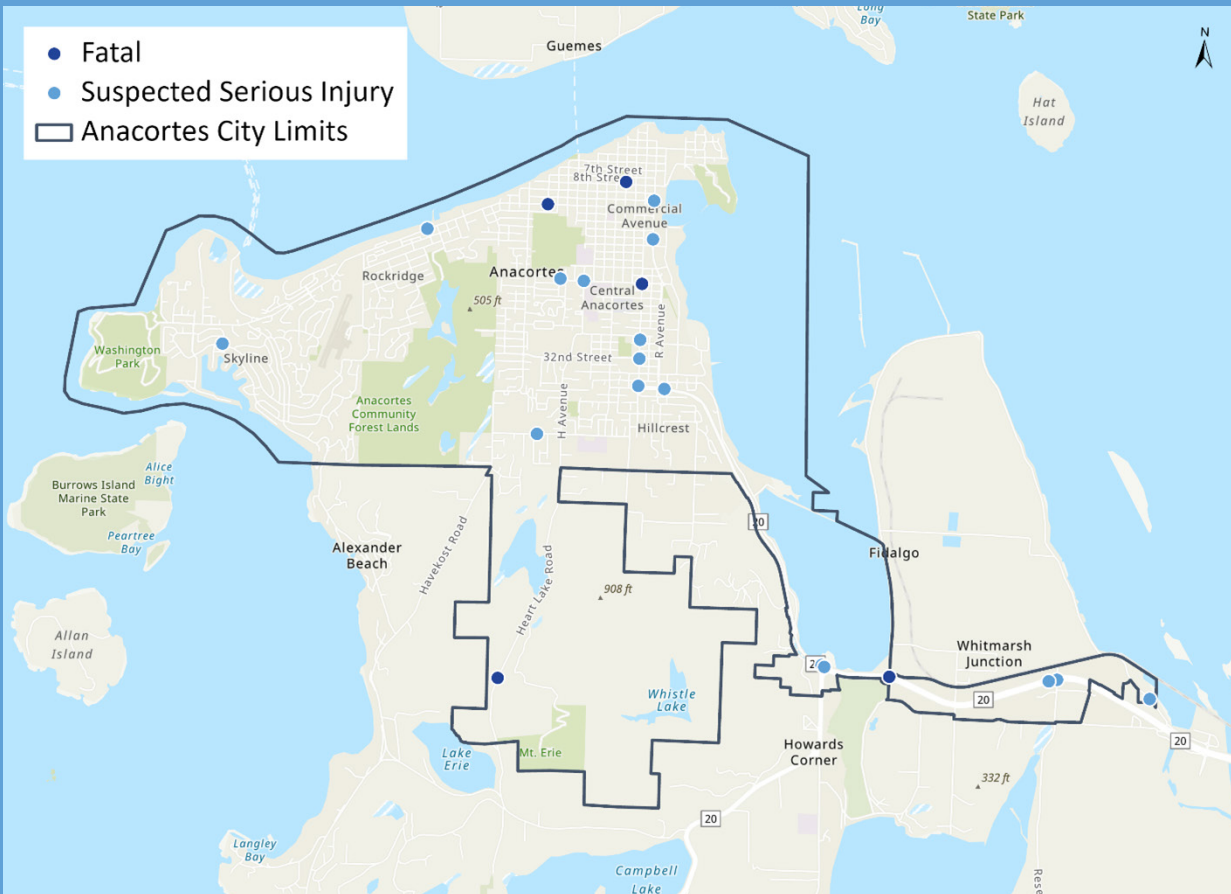


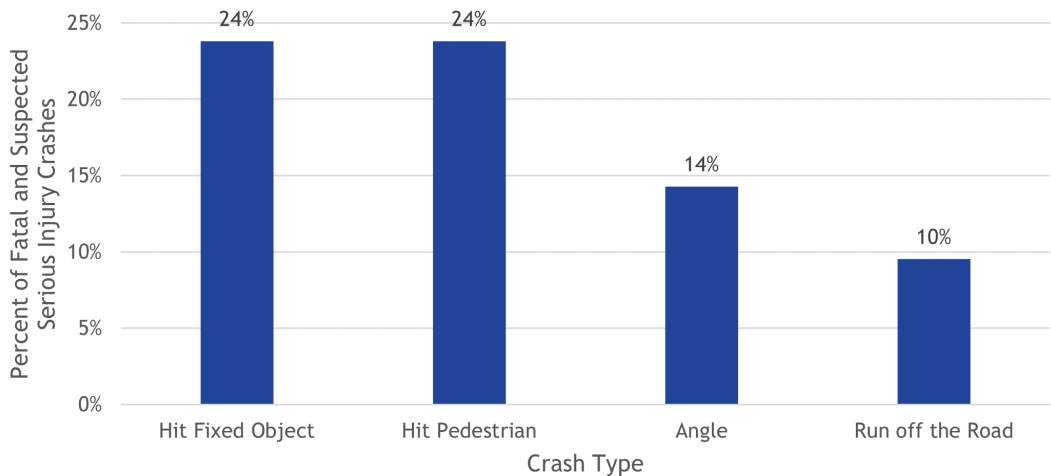
Figure 7. Map of Fatal and Serious Injury Crashes in Anacortes (2019-2023)



FATAL AND SERIOUS INJURY CRASH TYPES

The top four crash types for fatal or serious injury crashes from the five-year period are shown in **Figure 8**. The highest percentage of fatal and serious injury crashes were caused by a vehicle hitting a fixed object and a vehicle hitting a pedestrian. These percentages represent fatal and serious injury crashes, not total crashes.

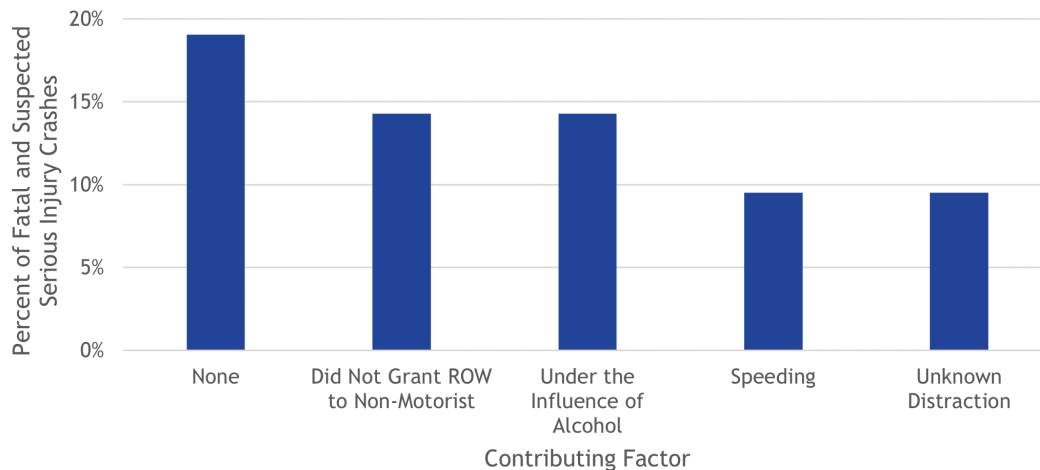
Figure 8. Top Fatal and Serious Injury Crash Types (2019-2023)



FATAL AND SERIOUS INJURY CRASH CONTRIBUTING FACTORS

The top five contributing factors for fatal or serious injury crashes are shown in **Figure 9**. The data shows that a large percentage of fatal and serious injury crashes did not have a reported contributing factor. The highest reported contributing factor for fatal and serious injury crashes is failing to grant right-of-way. These percentages represent the percent of fatal and serious injury crashes, not the percent of total crashes.

Figure 9. Top Five Fatal and Serious Injury Crash Contributing Factor (2019-2023)



ACTIVE TRANSPORTATION CRASHES

Active transportation road users include pedalcyclists (bicyclists) and pedestrians. The crash data in **Figure 10** shows that eight pedalcyclists and 14 pedestrians were involved in crashes during the five-year period. There were not any crashes involving active transportation in 2019, but total number of crashes involving active transportation rose to seven in 2020. Since 2021, the number of total crashes involving active transportation has been steady at five crashes each year. The mix of pedalcyclist and pedestrian-related crashes was consistent from 2022 to 2023. **Figure 11** shows the locations of active transportation crashes in Anacortes during the five-year period.

Figure 10. Active Transportation Crashes per Year (2019-2023)

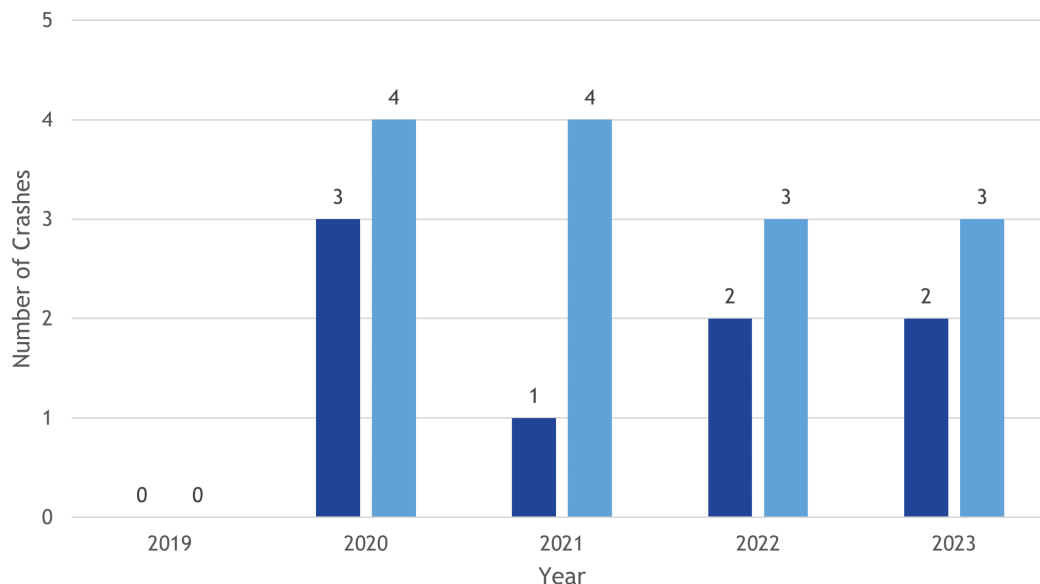
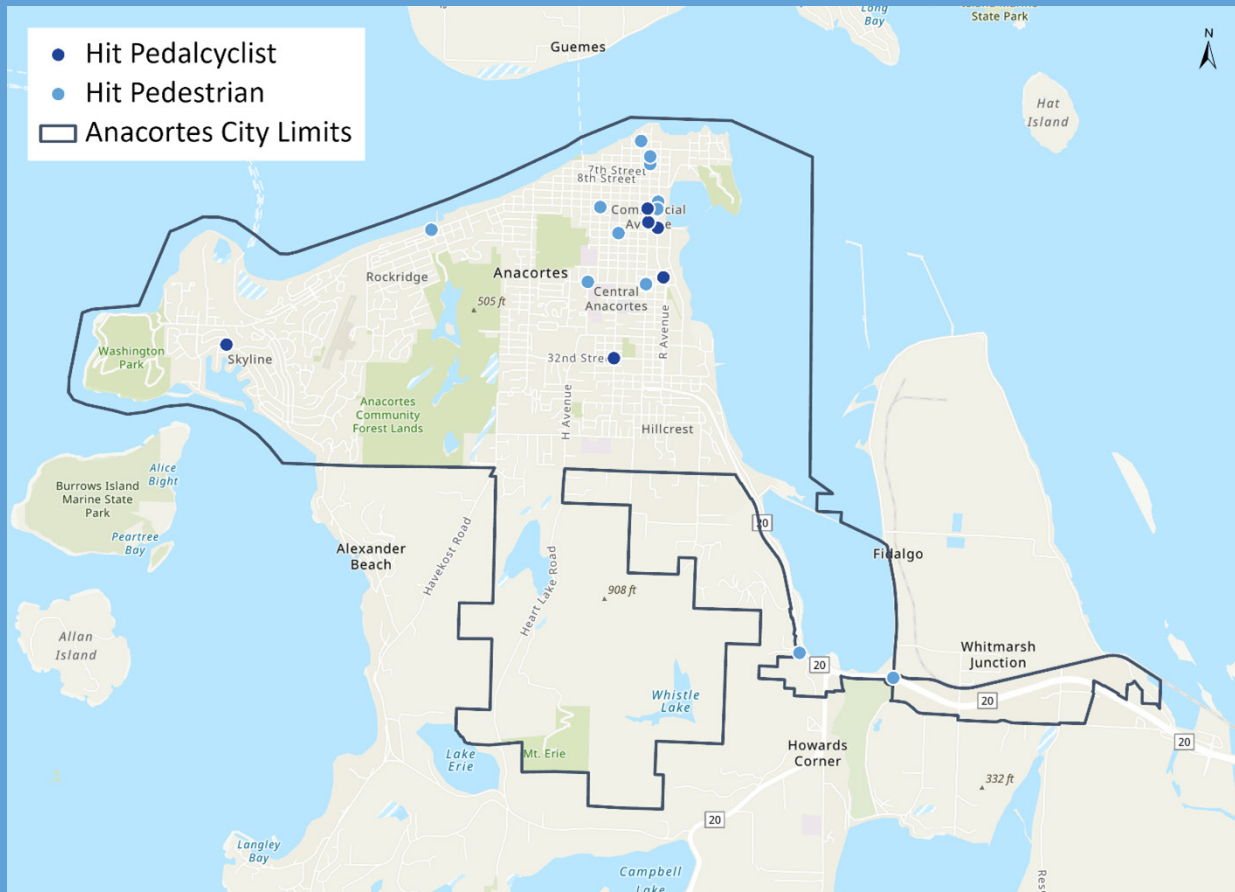


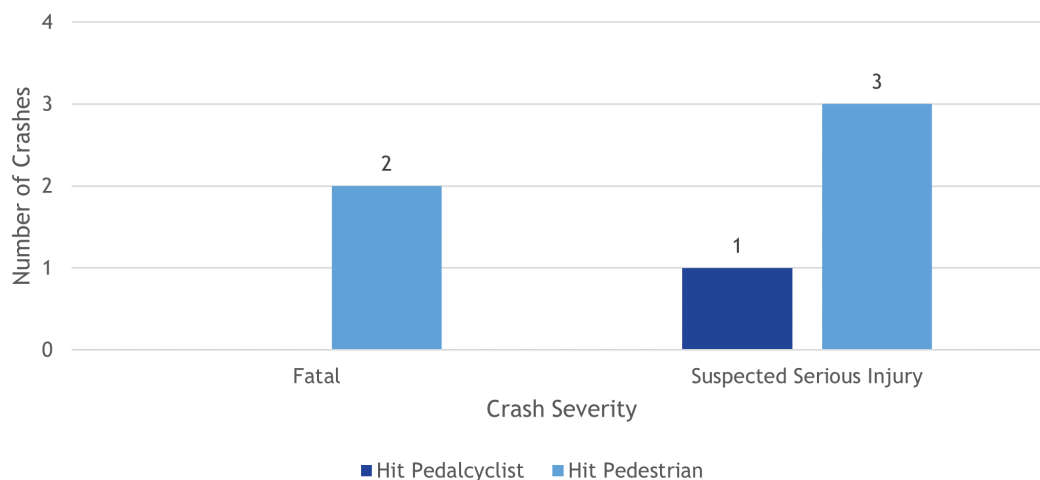
Figure 11. Active Transportation Crashes in Anacortes (2019-2023)



ACTIVE TRANSPORTATION SEVERITY

The number of fatal and serious injury active-transportation crashes is shown in **Figure 12**. Over the five-year period, there has been two pedestrian fatalities, but no pedalcyclist fatalities.

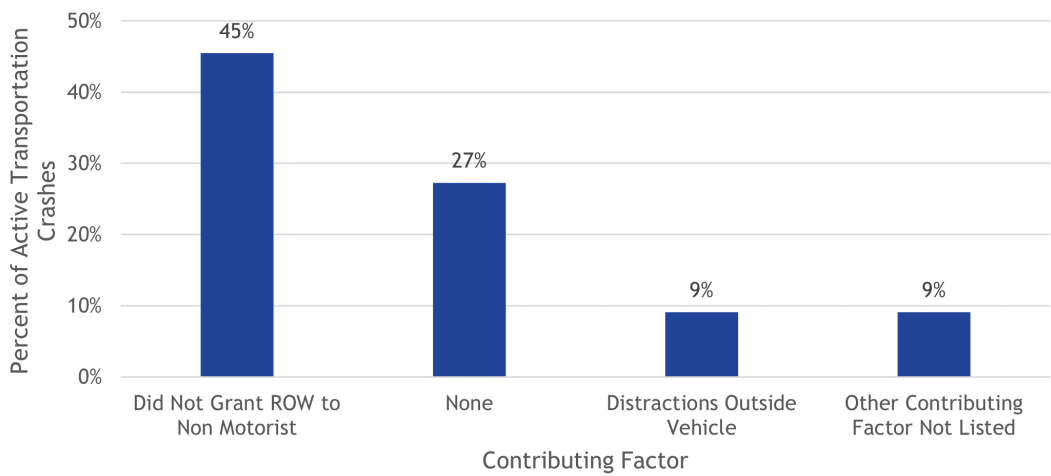
Figure 12. Active Transportation Fatal and Serious Injury Crashes (2019-2023)



ACTIVE TRANSPORTATION CONTRIBUTING FACTOR

The top four contributing factors for active transportation crashes are shown in **Figure 13**. The highest percentage of active transportation crashes were caused by vehicles failing to grant ROW, which aligned with the top contributing factor for all crash types during the time period. The data also shows that 27% of active transportation crashes did not have a reported contributing factor.

Figure 13. Top Four Contributing Factors for Active Transportation Crashes (2019-2023)



TARGET ZERO EMPHASIS AREAS

Target Zero emphasis areas to address multiple types of safety strategies. The emphasis areas are not mutually exclusive; numerous safety issues may contribute to a single crash. The Target Zero plan identifies 11 emphasis areas grouped into four categories to provide focus to reduce traffic fatalities and serious injuries throughout the State of Washington. Crashes in Anacortes that correspond to each emphasis area are summarized in **Figure 14**. Based on this comparison, the emphasis areas with the highest frequency of crashes in Anacortes are intersections, lane departure, distraction, and young driver crashes.

Figure 14. Anacortes Crashes by Target Zero Emphasis Area (2019-2023)

Target Zero Emphasis Areas					
High-Risk Behavior		Crash Type/ Location	Road Users by Age Group	Road Users by Mode of Travel	
7% Impairment 	25% Distraction 	37% Lane Departures 	22% Young Drivers 	2% Motorcyclist 	5% Heavy Vehicles 
8% Speeding 	3% Unrestrained Occupants 	45% Intersections 	16% Older Drivers 	2% Active Transportation Users 	

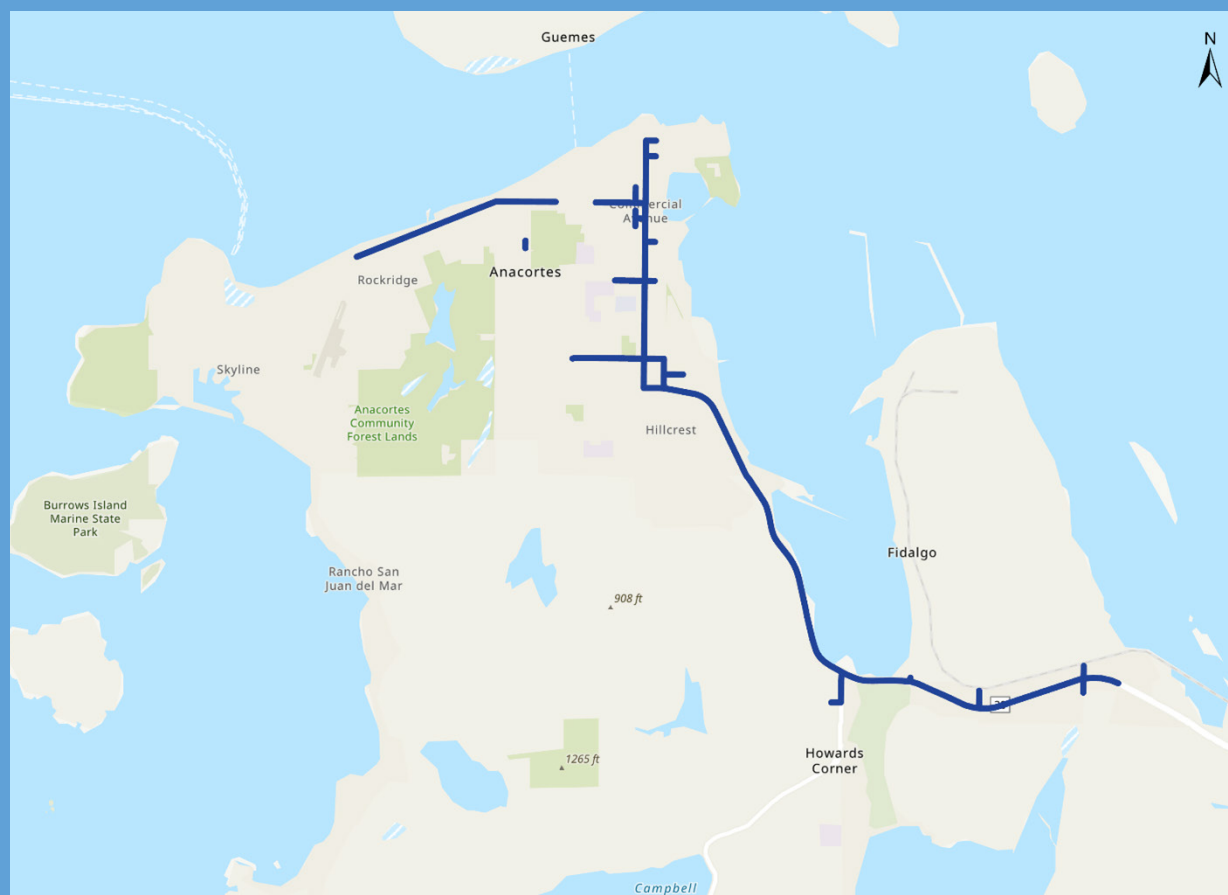




HIGH CRASH NETWORK

Understanding the types and locations of vehicle crashes is an important part of analyzing the safety conditions of a roadway network. The CSAP identifies locations with an elevated risk of crashes. This analysis spatially analyzes crashes that occurred within the study area. Next, a crash rate of crashes per mile was calculated for each roadway segment. The resulting High Crash network is shown in **Figure 15**. The High Crash Network includes US-2, Commercial Avenue, and 12th Street/Oakes Avenue.

Figure 15. High Crash Network



NETWORK SCREENING

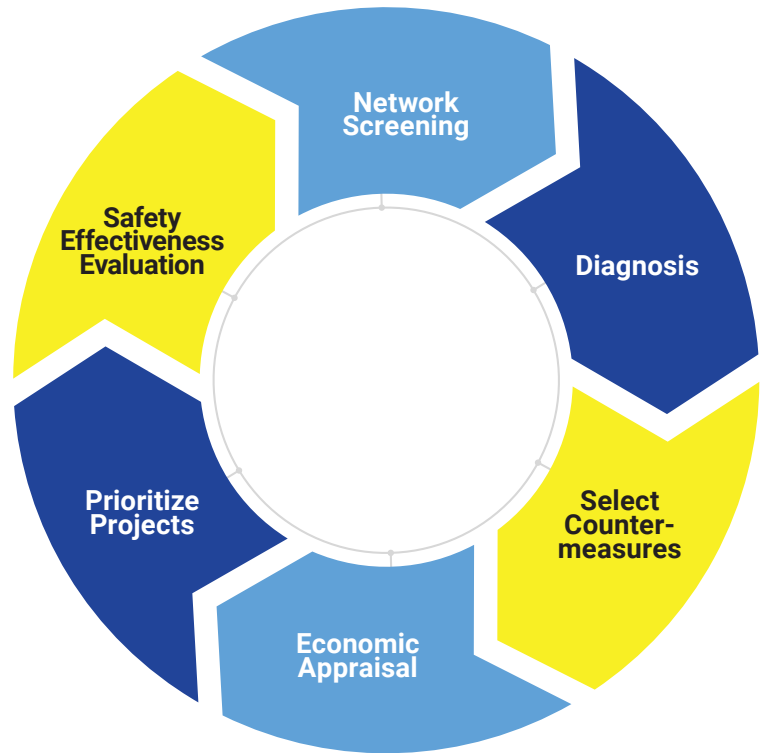
The Highway Safety Manual (HSM), Volume 1 Part B, Roadway Safety Management Process, outlined in **Figure 16**, illustrates the process to monitor and reduce crash frequency and severity on existing roadway networks.

The first step in the Roadway Safety Management Process is network screening, which evaluates crashes across the roadway network, including segments and intersections, to determine the crash rate at locations compared to the anticipated crash rate. Locations are then ranked from high to low to identify locations that should be studied in more detail to identify crash patterns, contributing factors, and appropriate countermeasures.

The network screening steps included the following:

1. Establish sub-populations of roadway segments and intersections with similar characteristics. Segments were grouped by their roadway functional classification (interstate/freeway ramps, major arterial, secondary arterial, collector arterial, and local streets). Intersections were grouped by their control type (signalized and unsignalized).
2. Calculate individual crash rates for each sub-population.
3. Identify locations with more crashes than expected by comparing to the sub-population level crash rates. This is known as the Critical Crash Rate (CCR) analysis.
4. Determine typical crash patterns in the identified locations where unusual numbers of specific crash types are occurring.

Figure 16. Roadway Safety Management Process



CCR ANALYSIS

The CCR analysis is a statistical review of locations to determine where risk is higher than similar locations (same functional classification, similar volumes). It also helps to identify systemic patterns that could be addressed.

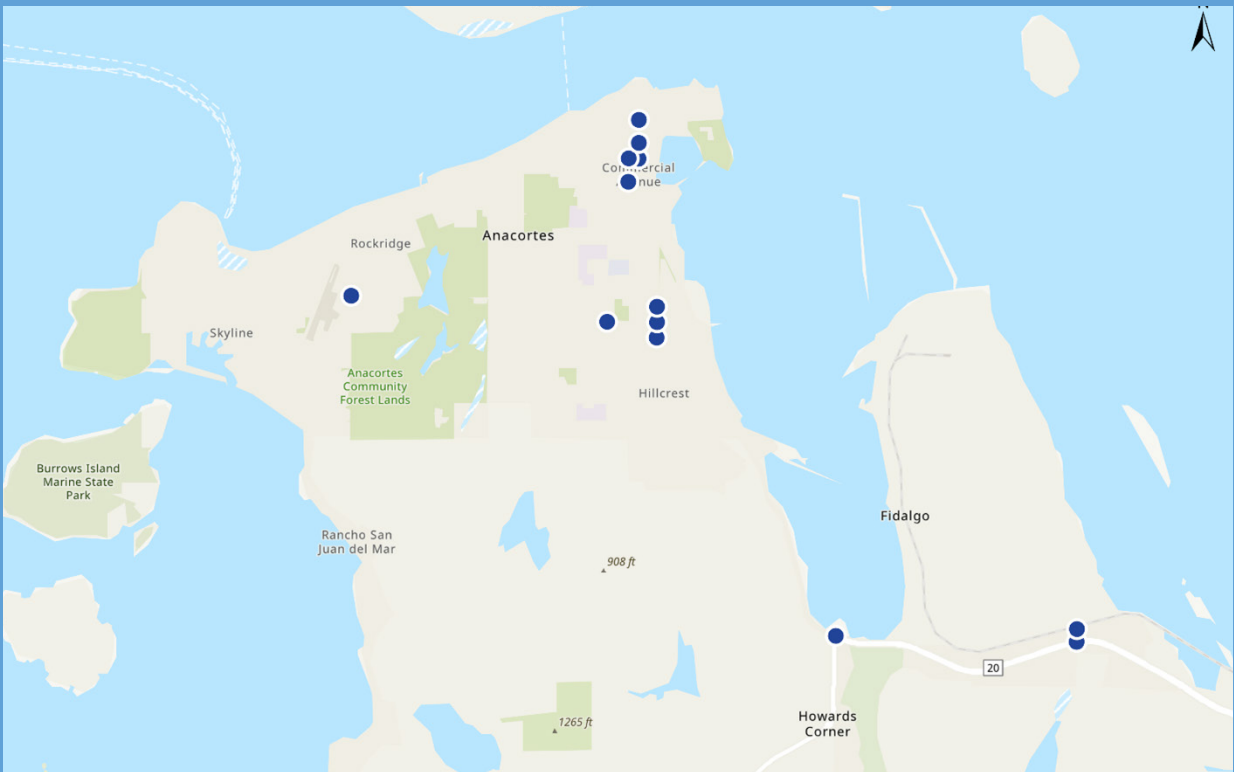
The CCR compares the observed crash rate to the expected crash rate at a particular location based on the facility type and volume using a calculated average crash rate for the specific type of intersection or roadway segment being analyzed. Based on traffic volumes and a weighted crash rate for each facility type, a CCR threshold is established at the 95% confidence level to determine locations with higher crash rates that are unlikely to be random. The threshold is calculated for each location based on its traffic volume and the crash profile of similar facilities, consistent with equations specified in the HSM Chapter 4.

A CCR differential is determined for each intersection and roadway segment by calculating the difference of the expected CCR and the location-specific CCR. A positive CCR differential indicates a location with higher-than-expected crashes or a location with a PSI. The segments with a positive CCR differential are shown in **Figure 17** and the intersections with a positive CCR differential are shown in **Figure 18**.

Figure 17. Anacortes Roadway Segments with Positive CCR



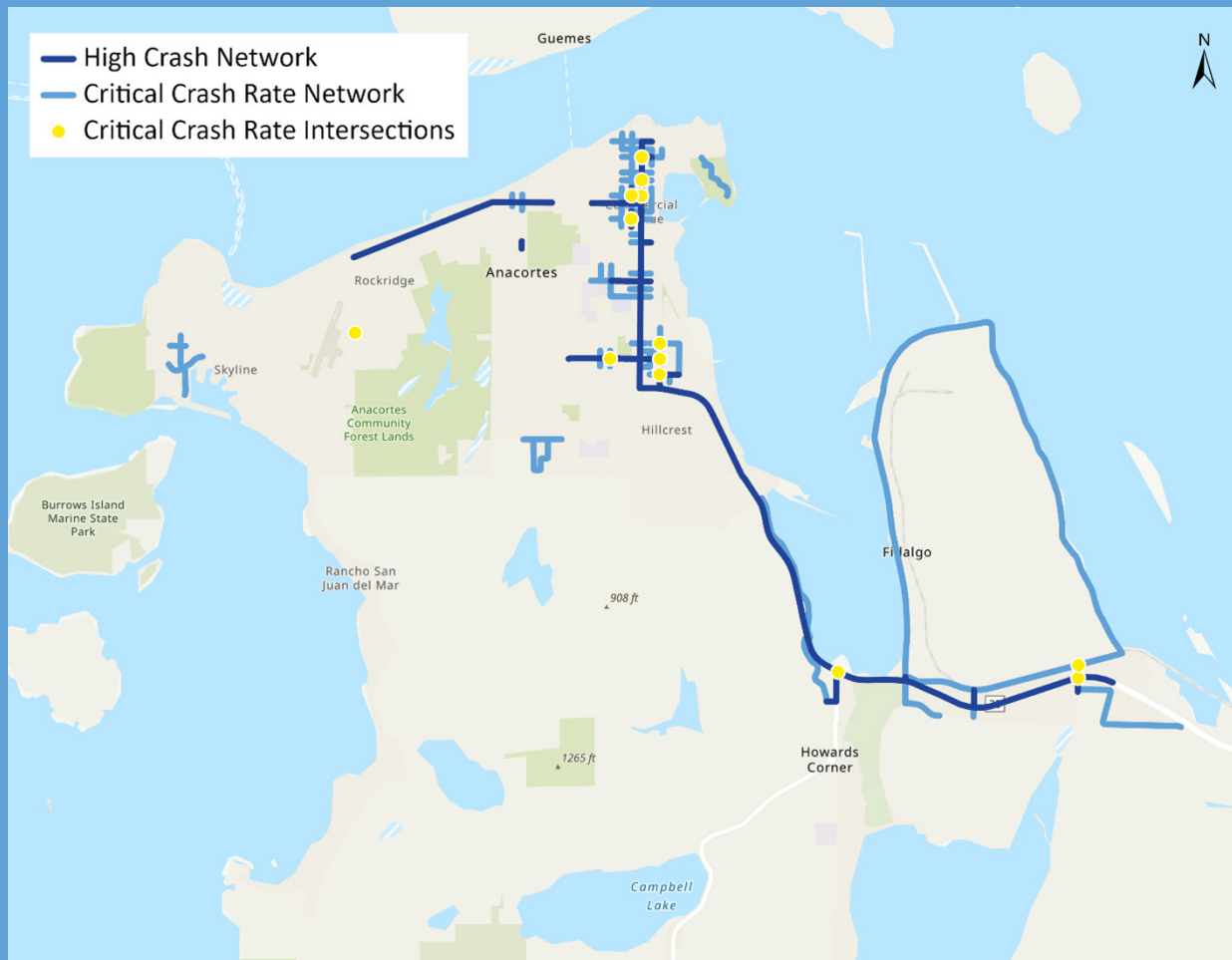
Figure 18. Anacortes Intersections with Positive CCR



HIGH-RISK ROADWAY NETWORK IDENTIFICATION

The completed safety analysis identified roadway segments or intersections that may benefit from safety improvements to reduce fatalities and serious injuries. To provide focused information for decisions regarding prioritization of safety improvements, an overlay of both analysis methodology was created to form a High-Risk Network. Note that the High-Risk Network, illustrated in **Figure 19**, includes intersections identified in the High Crash Network and CCR analysis.

Figure 19. Anacortes High-Risk Network



5.

Engagement and Collaboration



5. ENGAGEMENT AND COLLABORATION

PUBLIC ENGAGEMENT

Public engagement is a foundational piece of the CSAP. Involving the public in decision-making processes provides insights and perspectives that may not have otherwise been considered. This leads to more comprehensive and well-rounded solutions. Additionally, public engagement informs what data alone cannot. People's experiences, opinions, and values are essential factors in shaping safety-focused policies and projects.

STAKEHOLDER MEETINGS

Two stakeholder meetings were held during the duration of the project to gain the perspective and expertise of local subject matter experts and to help guide the plan as it was being developed.

The first stakeholder meeting was held on July 16, 2024. During this meeting, the stakeholders were introduced to the project and shared their safety concerns with the project team. **Figure 20** shows an activity that was completed with the stakeholders to identify locations on a map where they felt unsafe traveling as a driver, pedestrian, or bicyclist.

The second stakeholder meeting was held on October 14, 2024. During this meeting, project locations were reviewed, and potential safety-focused projects were considered. This meeting also included a discussion of the policy and process change and equity analysis results.

Figure 20. Stakeholder Meeting Mapping Activity



PUBLIC OUTREACH

ONLINE ENGAGEMENT

An online interactive survey was provided on the City's website and listed on flyers that were hung in City Hall and handed out during public engagement events. The online engagement tool allowed people to share input for pedestrian, bicycle, and vehicle safety concerns and opportunities. All public comments left on the online interactive survey are in **Attachment A**.

Figure 21. Public Engagement at the Anacortes Open Streets Festival



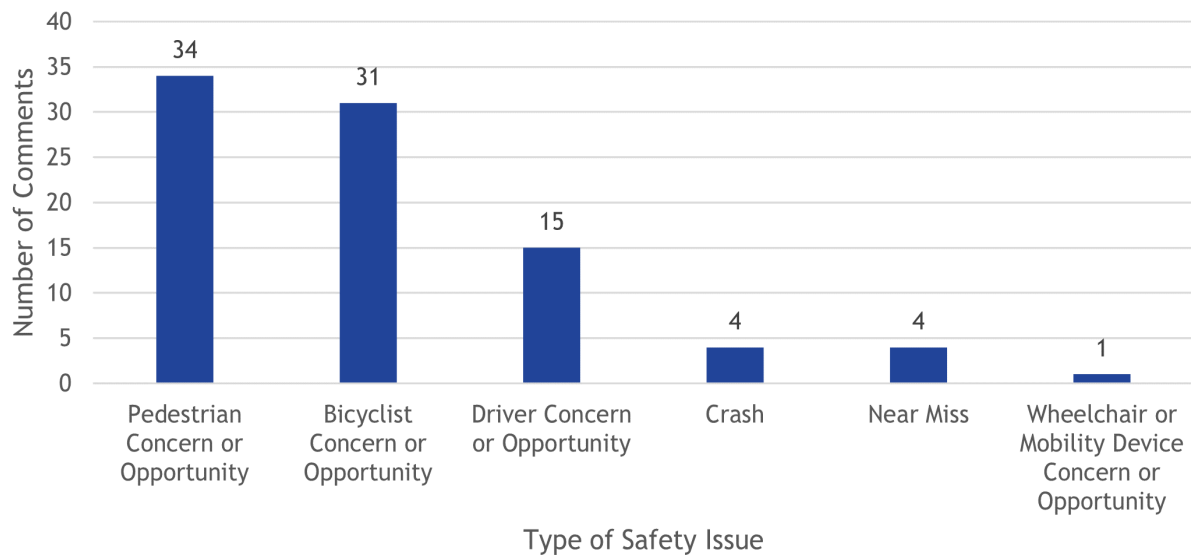
PUBLIC ENGAGEMENT

Two public engagement activities were attended to gather input from the public. The first activity was the Open Street Festival on August 25, 2024, shown in **Figure 21**, and the second activity was the Farmer’s Market on September 21, 2024, shown in **Figure 22**. Flyers with information about the CSAP were handed out to the public, and posters with information about the crash data were displayed at the activities to bring awareness about traffic safety in Anacortes. Both engagement activities allowed the public to provide comments with the project team, which was then combined with the online engagement data. A summary of concerns identified from the online and public engagement activities is shown in **Figure 23**. 73% of comments on the interactive map regarded active transportation.

Figure 22. Public Engagement at the Anacortes Farmers Market



Figure 23. Public Outreach Online Engagement Comments



6.

Equity



6. EQUITY

There is a correlation between underserved or underinvested communities and an increased transportation safety risk. An equity review enhances decision-making for road safety projects and can help to identify projects with a higher chance of receiving discretionary funding through SS4A or other programs.

DEMOGRAPHICS

To identify equity priority communities within Anacortes, demographic data was obtained from the US Census Bureau's 2022 five-year estimate. Census tracts located within City of Anacortes boundaries were included in the demographic summary. Each demographic factor summarized in the following sections inform the percentage of the total population (18,801 citizens) that may be experiencing some degree of equity disparities.

RACE/ETHNICITY

The racial/ethnic makeup of Anacortes is 88.6% white alone, with the next largest racial/ethnic group being two or more races at 6.6%, and Asian alone at 2.1%. These racial are summarized in **Table 3**.

English is the primary language spoken in Anacortes households (94% of the population above five years old) and 6% of the population speaks a language other than English at home. The percentage of households with English as the primary language is higher than the Washington population, which is at 79%.

Table 3. Summary of the City of Anacortes Racial/Ethnic Identification

Race /Ethnicity	Number of People by Race/Ethnicity	Percent of People by Race/Ethnicity
White Alone	16,649	88.6%
Two or More Races	1,249	6.6%
Asian Alone	394	2.1%
Some Other Race Alone	187	1.0%
American Indian and Alaska Native Alone	163	0.9%
Black or African American Alone	138	0.7%
Native Hawaiian and Other Pacific Islander Alone	21	0.1%



Table 4. Summary of the City of Anacortes Population Ages

AGE

Anacortes has a median age of approximately 48 years old with 55% of residents over the age of 45 and 23.9% of residents under the age of 25. The age demographics are summarized in **Table 4**.

Age Range	Number of People by Age	Percent of People by Age
Less than 15	2,670	14.2%
15-24	1,824	9.7%
25-34	1,899	10.1%
35-44	2,068	11.0%
45-64	4,758	25.3%
65+	5,582	29.7%

Table 5. Summary of the City of Anacortes Household Income

INCOME

The median household income in Anacortes is \$92,057, slightly less when compared to the median household income of \$94,605 for Washington State. The household income demographics are summarized in **Table 5**.

Within Anacortes, 12% of the population earns an income that is at or below 150% of the federal poverty level in Washington. This is lower than the statewide percentage of 16% of the population that is at or below 150% of the national poverty line.

Income	Percent of Households by Income
Less than \$50,000	28.1%
\$50,000 - \$74,999	15.8%
\$75,000 - \$99,999	13.7%
\$100,000 - \$149,999	19.0%
\$150,000 - \$199,999	11.4%
\$200,000+	12.1%

Table 6. Summary of the City of Anacortes Population Disabilities

DISABILITIES

Approximately 24% of the population of Anacortes has a disability, the most common being an ambulatory or hearing disability. The disability demographics are summarized in **Table 6**.

Disability	Number of People with Disability	Percent of People with Disability
Hearing	949	5.0%
Vision	293	1.6%
Cognitive	865	4.6%
Ambulatory	1,173	6.2%
Self-Care	472	2.5%
Independent	749	4.0%



TRAFFIC FATALITY DEMOGRAPHICS

The Washington Traffic Safety Commission publishes a Traffic Fatalities Dashboard with person-level data including race and ethnicity and age. The dashboard was used to compare any statewide fatality trends to the fatalities occurring in Anacortes from 2019 to 2023. The following sections summarize traffic fatalities by race and ethnicity and age ranges for Washington State and Anacortes, including their ranking out of all fatalities.

RACE AND ETHNICITY

As described in the previous demographics section, Washington State and Anacortes have a similar racial and ethnic makeup, which is reflected in the fatality data as well. Most fatalities in Anacortes involved someone identifying as white. The racial breakdown of traffic fatalities is summarized in **Table 7**.

Table 7. Summary of Fatalities by Race

Race	Washington State Fatalities		Anacortes Fatalities	
	Percentage	Ranking	Percentage	Ranking
White	63.8%	1	60.0%	1
Hispanic	15.9%	2	0.0%	-
Black	4.9%	3	20.0%	2
American Indian/Alaska Native	4.8%	4	20.0%	2
Asian/Pacific Islander	4.8%	4	0.0%	-
Multiracial	3.9%	5	0.0%	-
Other/Unknown	1.9%	6	0.0%	-

Table 8. Summary of Fatalities by the Top Age Groups

AGE

Traffic fatalities in Washington State typically involved people from ages 25 to 30 years old. Traffic fatalities in Anacortes were evenly distributed among age 25 to over 80. The age groups involved in fatal crashes in Anacortes compared to Washington State are summarized in **Table 8**.

Age Range	Washington State Fatalities		City of Anacortes Fatalities	
	Percentage	Ranking	Percentage	Ranking
0-4	0.4%	18	0.0%	-
5-9	0.5%	17	0.0%	-
10-14	1.1%	16	0.0%	-
15-17	2.8%	15	0.0%	-
18-20	5.4%	10	0.0%	-
21-24	9.6%	2	0.0%	-
25-30	11.9%	1	20.0%	1
31-35	9.1%	3	20.0%	1
36-40	8.1%	4	0.0%	-
41-45	7.2%	6	0.0%	-
46-50	5.7%	9	20.0%	1
51-55	6.4%	8	0.0%	-
56-60	7.0%	7	0.0%	-
61-65	7.2%	5	0.0%	-
66-70	5.2%	11	0.0%	-
71-75	3.7%	13	20.0%	1
76-80	3.4%	14	0.0%	-
81+	4.9%	12	20.0%	1
Unknown	0.2%	19	0.0%	-

EQUITY ANALYSIS METHODOLOGY

Additional tools were used to identify communities within Anacortes that are considered underserved. The tools used for the equity review are the Climate and Economic Justice Screening Tool (CEJST), the Equitable Transportation Community (ETC) tool, and the Washington State Department of Health Environmental Health Disparities Map. It should be noted that the census tracts used for the equity analysis were selected to show where most of the population resides. The census tracts identified as underserved for each tool is summarized **Section 7.3**, Key Findings.



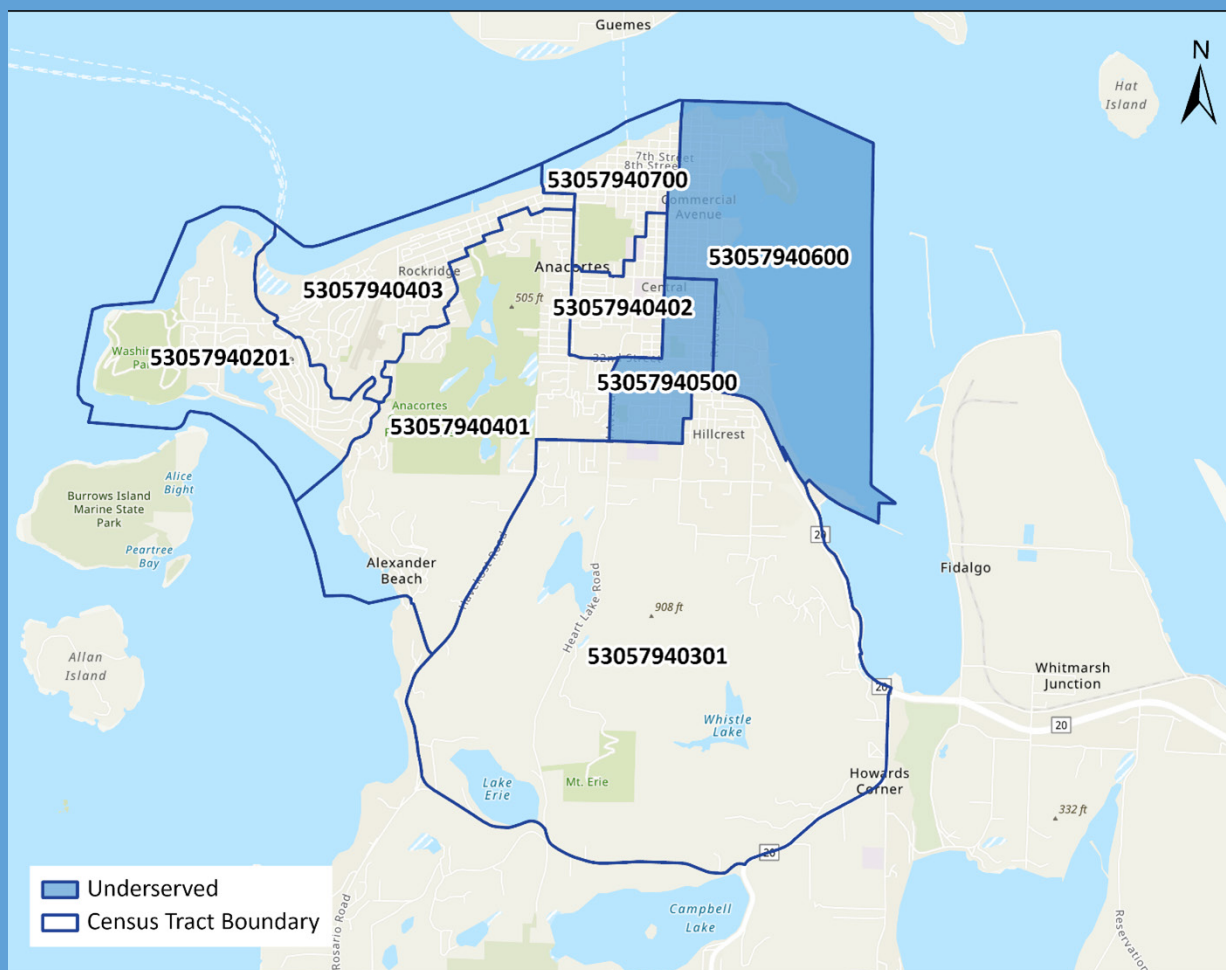
CLIMATE AND ECONOMIC JUSTICE SCREENING TOOL

The CEJST is used for USDOT's Justice40 programs. CEJST was developed by the White House Council on Environmental Quality and is a binary metric representing underserved census tracts. A community is considered underserved on the CEJST map if it is at or above the threshold for one or more environmental, climate, or other burdens, and at or above the threshold for an associated socioeconomic burden. The eight scoring components include:

- Climate Change
- Energy
- Health
- Housing
- Legacy Pollution
- Transportation
- Water and Wastewater
- Workforce Development

The results of the CEJST for Anacortes is shown in **Figure 24**. The CEJST shows two (20%) underserved census tracts out of ten that fall within Anacortes boundaries.

Figure 24. Climate and Economic Justice – Underserved Communities by Census Tract in Anacortes



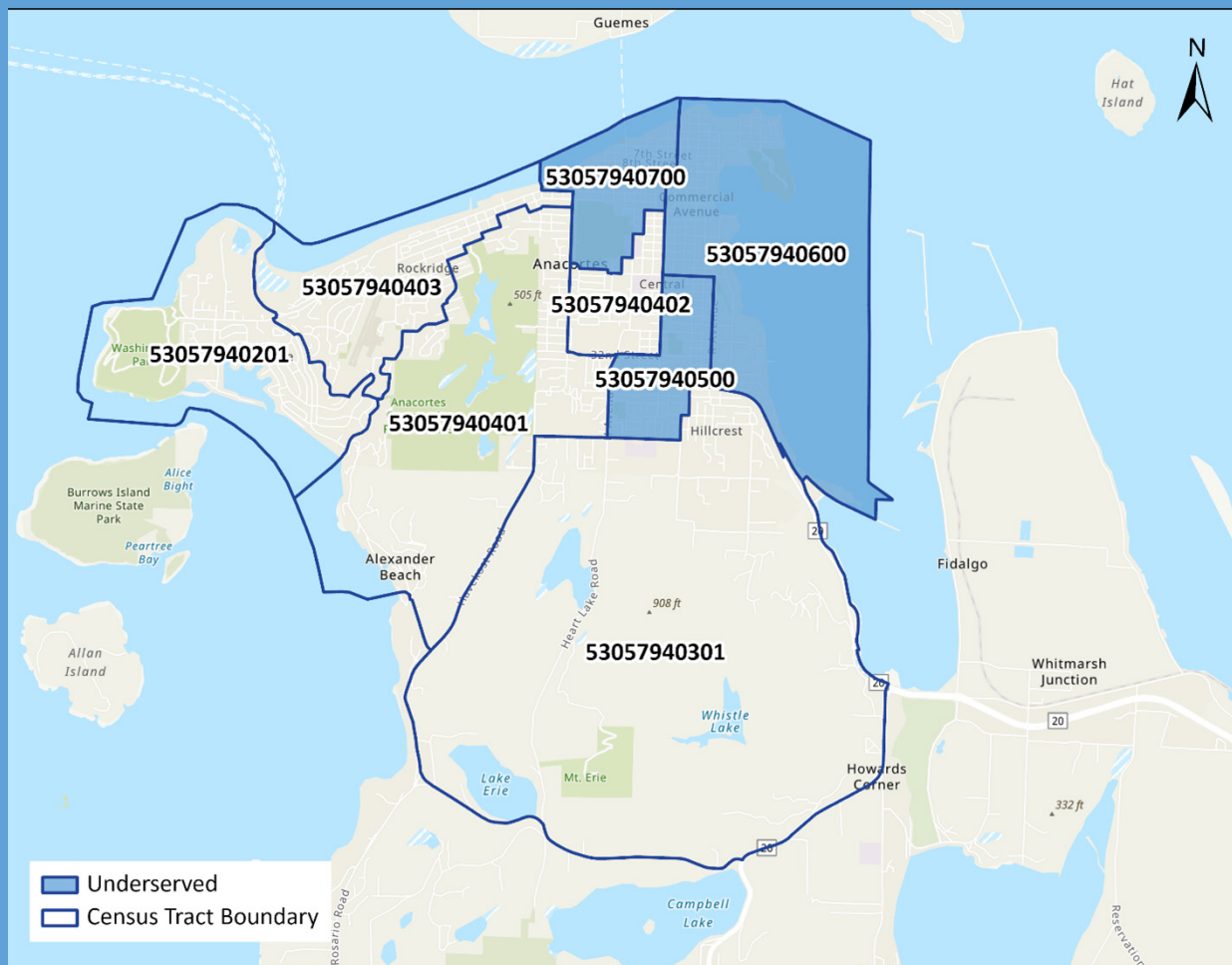
ETC TOOL

The ETC tool explores whether communities experience a burden due to lack of historic investments in transportation. The ETC tool helps assess how projects will reverse or mitigate existing burdens of disadvantage. Census tracts that have an overall index score that place in the 65th percentile or higher are considered underserved. The ETC explorer includes a binary metric of disadvantage but is intended as a dynamic tool to explore data at a state and national level. ETC includes five components, including:

- Transportation Insecurity
- Environmental Burden
- Social Vulnerability
- Health Vulnerability
- Climate and Disaster Risk Burden

The ETC tool shows three (30%) underserved census tracts out of ten that fall within Anacortes, shown in **Figure 25**.

Figure 25. Equitable Transportation Community – Underserved Communities by Census Tract in Anacortes



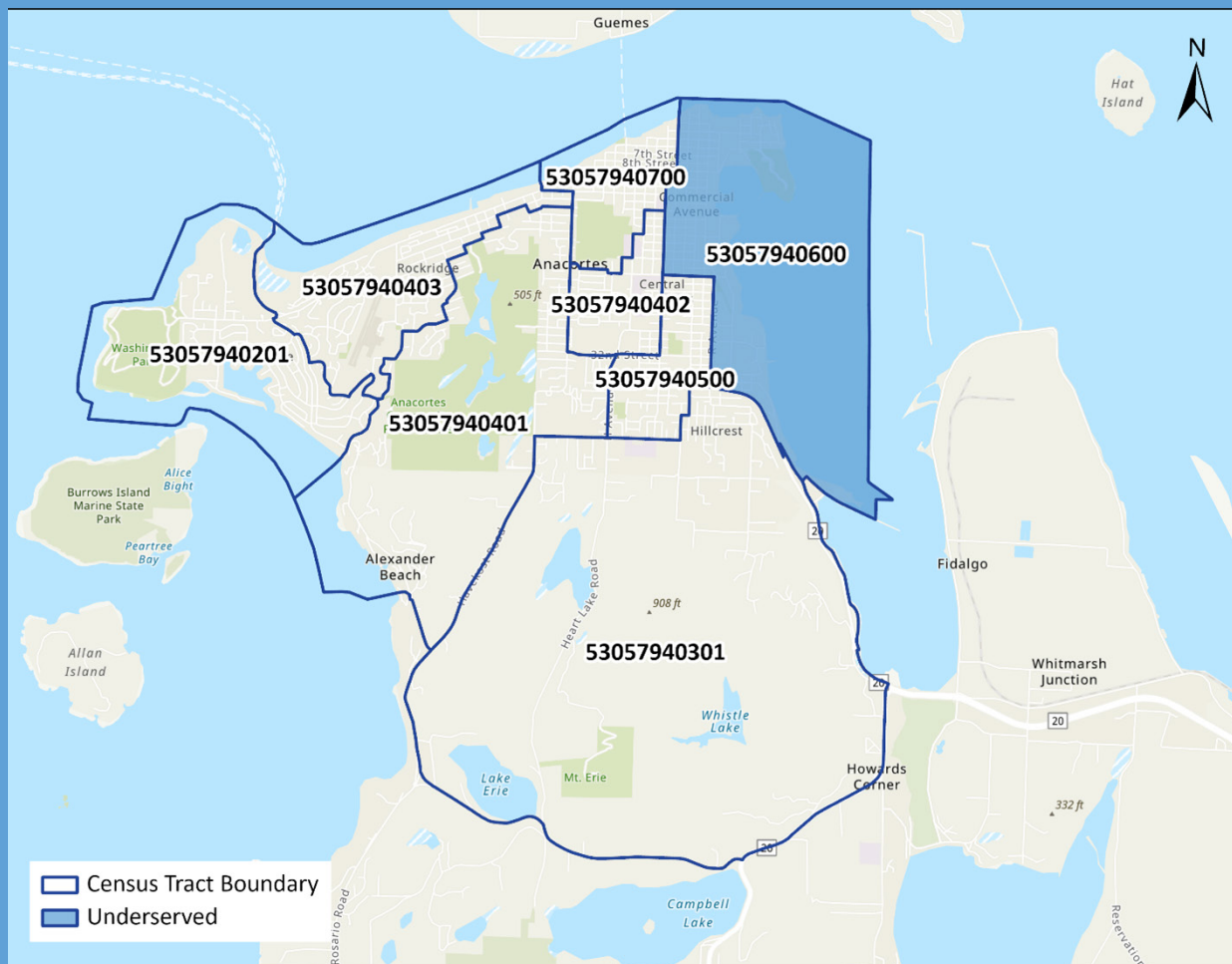
WASHINGTON STATE DEPARTMENT OF HEALTH ENVIRONMENTAL HEALTH DISPARITIES MAP

The Washington State Department of Health developed the health disparities map to compare communities across the state. Several factors inform a “disparity ranking;” populations in census tracts with more health disparities rank closer to ten and populations with lower health disparities rank closer to one. The USDOT CEJST considers underserved areas to be census tracts that have an overall index score that place in the 65th percentile or higher of census tracts. To be consistent with the USDOT CEJST, census tracts that score a seven out of ten or higher on the disparities ranking were considered underserved areas.

ENVIRONMENTAL HEALTH DISPARITIES

The environmental health disparities map estimates a cumulative environmental health impact score for each census tract, which includes environmental exposures, environmental factors, socioeconomic factors, and sensitive populations, which affect people’s vulnerability to environmental pollution. Census tracts that score a seven or higher are displayed in **Figure 26** with one census tract (10%) within Anacortes being considered underserved.

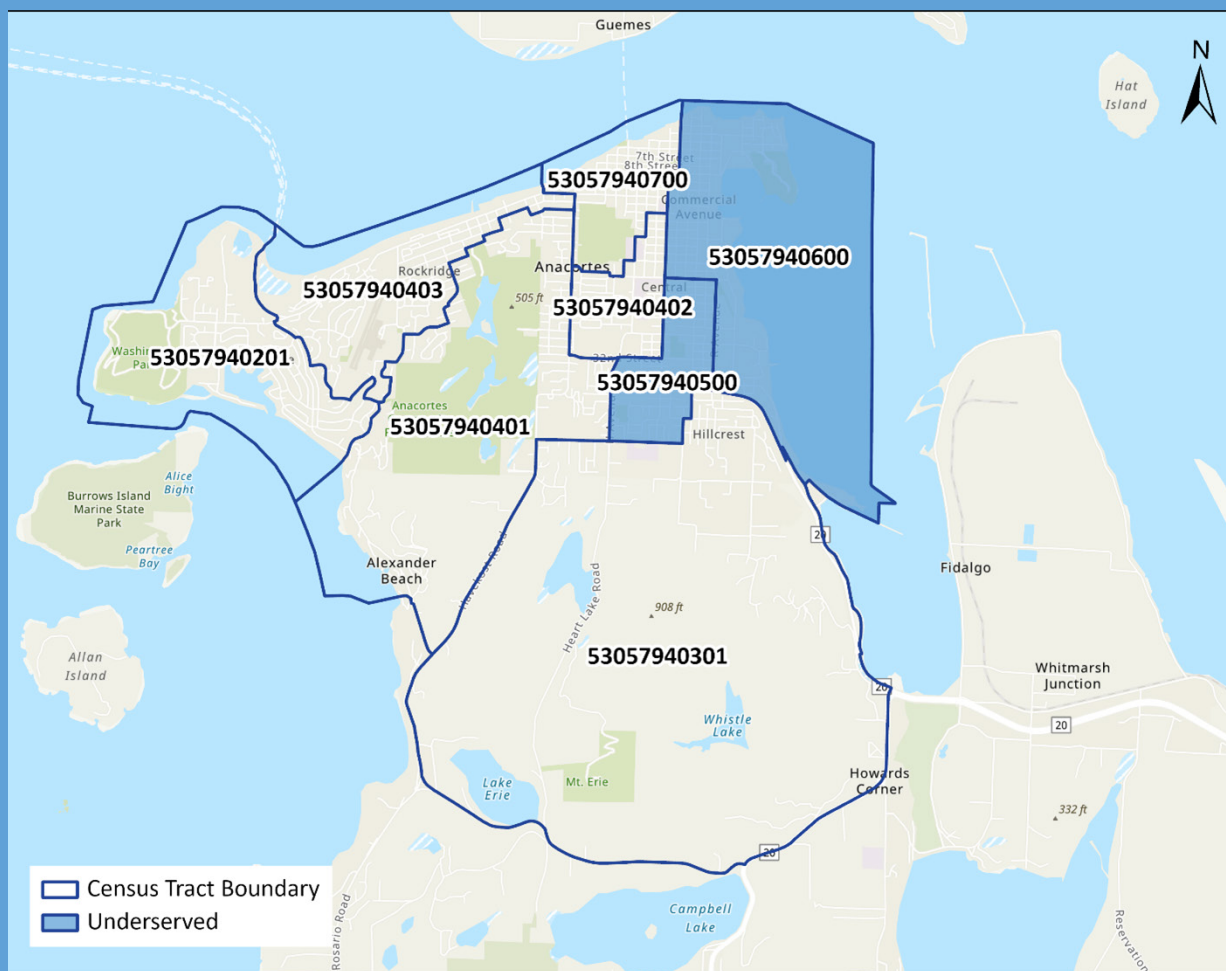
Figure 26. Environmental Health Disparities – Underserved Census Tracts



HEALTH DISPARITIES

The health disparities map compares health and social factors that contribute to disparities in a community which include social determinants, economic determinants, and poor health outcomes. Census tracts that score a seven or higher are displayed in **Figure 27** with a total of two census tracts (20%) within Anacortes being considered underserved.

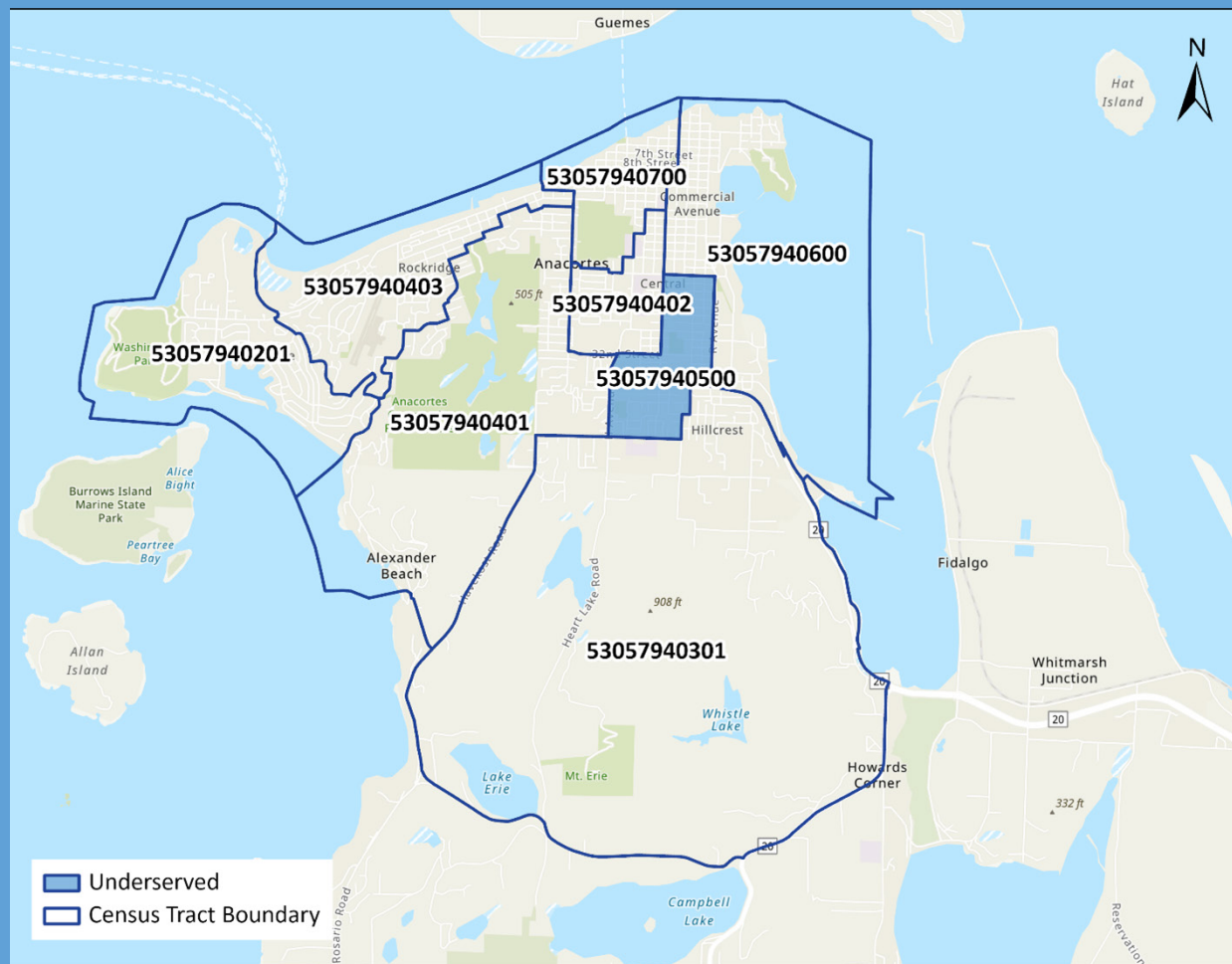
Figure 27. Health Disparities – Underserved Census Tracts in Anacortes



SOCIAL VULNERABILITY INDEX

Social Vulnerability Index (SVI) is based on factors developed by the Centers for Disease Control (CDC). The SVI is used to inform how communities can be reached equitably and helps assist in allocation decisions under supply constraints. The Washington State Department of Environmental Health uses four components to measure SVI: household composition and disability, housing type and transportation, race/ethnicity/language, and socioeconomic determinants. Census tracts that score a seven or higher are displayed in **Figure 28** with one census tract (10%) within Anacortes being considered underserved.

Figure 28. Social Vulnerability Index – Underserved Census Tracts in Anacortes



EQUITY ANALYSIS KEY FINDINGS

An equity analysis was completed for Anacortes to enhance the decision-making process by identifying locations that are underserved to evaluate improvements for these areas and identify projects with a higher chance of receiving discretionary funding through SS4A or other programs. The indicators used to identify underserved communities included the CEJST, the ETC tool, and the Washington State Department of Health Environmental Health Disparities Map.

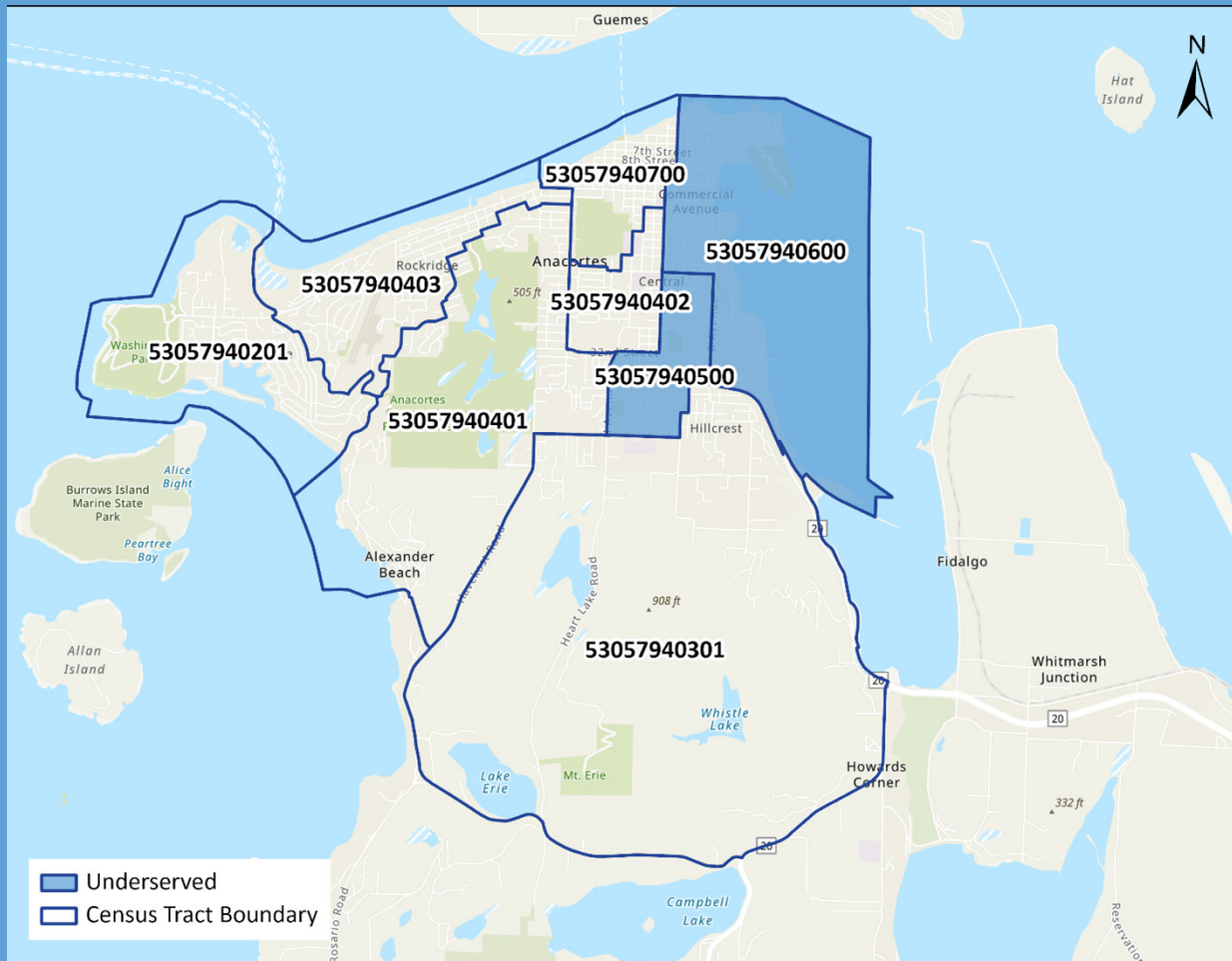
Each census tract within Anacortes is summarized in **Table 9** by the equity indicator identified. Those that respond to four or more indicators are highlighted in yellow. These census tracts represent the areas experiencing the most equity disparities.

The census tracts that responded to four or more indicators highlighted in **Table 9** are also shown in **Figure 29**. These census tracts overlap with the High-Risk Network, which means that addressing the High-Risk Network will include improvements within underserved areas.

Table 9. Summary of City of Anacortes Equity Analysis Results

Census Tract	CEJST	ETC	Environmental Health Disparities	Health Disparities	SVI
53057940201					
53057940301					
53057940302					
53057940401					
53057940402					
53057940403					
53057940500	X	X		X	X
53057940600	X	X	X	X	
53057940700		X			
53057950100					

Figure 29. Equity Analysis Results – Most Underserved Areas in Anacortes by Census Tract



7.

Policy and Process Change



7. POLICY AND PROCESS CHANGE

This section assesses current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The CSAP discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.

This section highlights potential program and policy opportunities that address a demonstrated safety need and are suited to the context of Anacortes communities. Existing similar plans for the area were evaluated, strengths and gaps were identified, and policy and strategy changes are recommended.

PREVIOUS AND ONGOING PLANS REVIEW

Current policies, plans, guidelines, and standards were reviewed to identify opportunities to improve a focus on traffic safety and reduce the frequency of fatalities and serious injuries. Local and county general, transportation, and active transportation plans for Anacortes and surrounding areas were reviewed to evaluate the current state of the practice on safety policy. The plans that were reviewed for development of the CSAP are summarized in **Table 10**.

Table 10. Reviewed Previous and Ongoing Plans for CSAP Development

Jurisdiction	Plan/Document Name (Year Completed)
Washington State	Washington State Strategic Highway Safety Plan 2024 (October 2020) Washington State Injury Minimization and Speed Management Policy Elements and Implementation Recommendations (October 2020)
Skagit County	Comprehensive Plan 2016-2036 (Adopted June 2016) Skagit 2045 Regional Plan (Amended July 2024)
City of Anacortes	South Commercial Avenue Corridor Plan (Adopted April 2016) Anacortes Comprehensive Plan 2016 (Adopted July 2016) 2024-2029 Capital Facilities Plan (Draft)

SUMMARY OF RELEVANT DOCUMENTS

The transportation-related information and recommendations found in each of the plans identified in **Table 10** is summarized below:

WASHINGTON STATE

STRATEGIC HIGHWAY SAFETY PLAN 2024

- Target Zero is Washington’s goal of zero fatalities and serious injuries on statewide roadways. It provides guidance for state, city, and county roadway safety improvements.
- Safe System Approach provides six elements used in Target Zero to proactively address contributing factors in the transportation system that reduce the frequency, intensity, and severity of crashes in the system. The SSA elements include Safer Land Use, Safer Roads, Safer Road Users, Safer Vehicles, Safer Speeds, and Post-Crash Care.
- Complete Streets (2022) are part of the Move Ahead Washington transportation package that mandates WSDOT projects to accommodate all modes of transportation, such as walking, rolling, and using transit. It is meant to provide reasonably safe pathways on state routes for any combination of modes. Complete Streets are developed according to the SSA.
- Growth Management Act (2023 Update) now requires multimodal level of service standards, explicitly incorporates multimodal safety provisions in the context of roadway and speed of the facility and requires the Americans with Disabilities Act (ADA) transition plans as part of comprehensive plans.

INJURY MINIMIZATION AND SPEED MANAGEMENT POLICY ELEMENTS AND IMPLEMENTATION RECOMMENDATIONS

- Adopt and implement injury minimization speed-setting approach to minimize injury severity
- Consider injury minimization and speed management in all transportation investments
- Provide educational opportunities for traffic and transportation safety professionals



SKAGIT COUNTY

COMPREHENSIVE PLAN 2016-2036

- Goal 8A-10 in the plan is to provide a safe environment for county residents and visitors in all modes of transportation.
 - Prioritize safety in all capital improvement projects and maintenance decisions on County roads and educate transportation safety for all non-motorized users and encourage awareness of the importance of “share the road”.

SKAGIT 2045 REGIONAL PLAN

- Supports the 2024 Target Zero plan with the goal of eliminating all roadway fatalities and serious injuries by 2030. Skagit County agrees to plan and program projects to contribute to the accomplishment of the safety target performance measure for the number of fatalities, number of serious injuries, and number of non-motorized fatalities and serious injuries
- Regional priority to provide and improve safety and security of transportation customers and the regional transportation system. A greater emphasis has been placed on roadway safety for vehicular drivers and passengers, bicyclists, and pedestrians.
- Policy 1.6 identifies participating in Washington state and federal programs to increase safety and security of users on all modes.
- Policy 1.10 to implement access management plans where access issues are or likely to become impediments to the safety and operations of all vehicle and non-motorized users.
- Transportation Improvements & Programs
 - South Commercial Avenue Corridor Improvements is a corridor-long complete streets project to be completed by 2030
 - SR 20 Spur Sidewalk Improvements will include full widening of the 5+ mile corridor to included bicycle lanes and sidewalks by 2045

CITY OF ANACORTES

South Commercial Avenue Corridor Plan

- Decreasing vehicle speeds and size of vehicles along South Commercial Avenue by narrowing the travel lane width from 15-foot lanes to 11-foot lanes and providing 31 raised crosswalks for pedestrian and bicycle safety.
- Implementing rectangular rapid flashing beacons (RRFBs) at dense, unsignalized intersections to narrow the intersection with bulbouts and sequentially reducing vehicular speed.

Anacortes Comprehensive Plan 2016

- Policy T-2.1. to continue to improvement safety on the transportation system to work towards the state’s zero deaths and injuries by 2030.
- Policy T-2.2. plans and budgets the prioritization of pedestrian, bicycles, motorcycles, transit, freight, carpool, and single occupant vehicles.
- Policy T-2.4 to keep an emphasis on enforcement of motorized and non-motorized safety laws.

2024-2029 Capital Facilities Plan

Project summaries:

- Update Comprehensive Plan in 2025
- Perform Local Road Safety Plan in the form of the SS4A BIL (ongoing)
- R Avenue Safety and Mobility Improvements – improve bicycle and pedestrian connectivity at the intersection funded by Design Grant by 2025

KEY FINDINGS

Most plans from Anacortes and surrounding areas have common goals related to improving traffic safety for all road users and investing in safer active transportation facilities. The following policies and best practices are recommended to be adopted or integrated with other plans.

- Develop up-to-date **speed limit setting** practices
- Develop **Complete Streets policies** reflective of small urban area and rural context
- Incorporate FHWA **Proven Safety Countermeasures** into planned projects



8.

Strategy and Project Selections



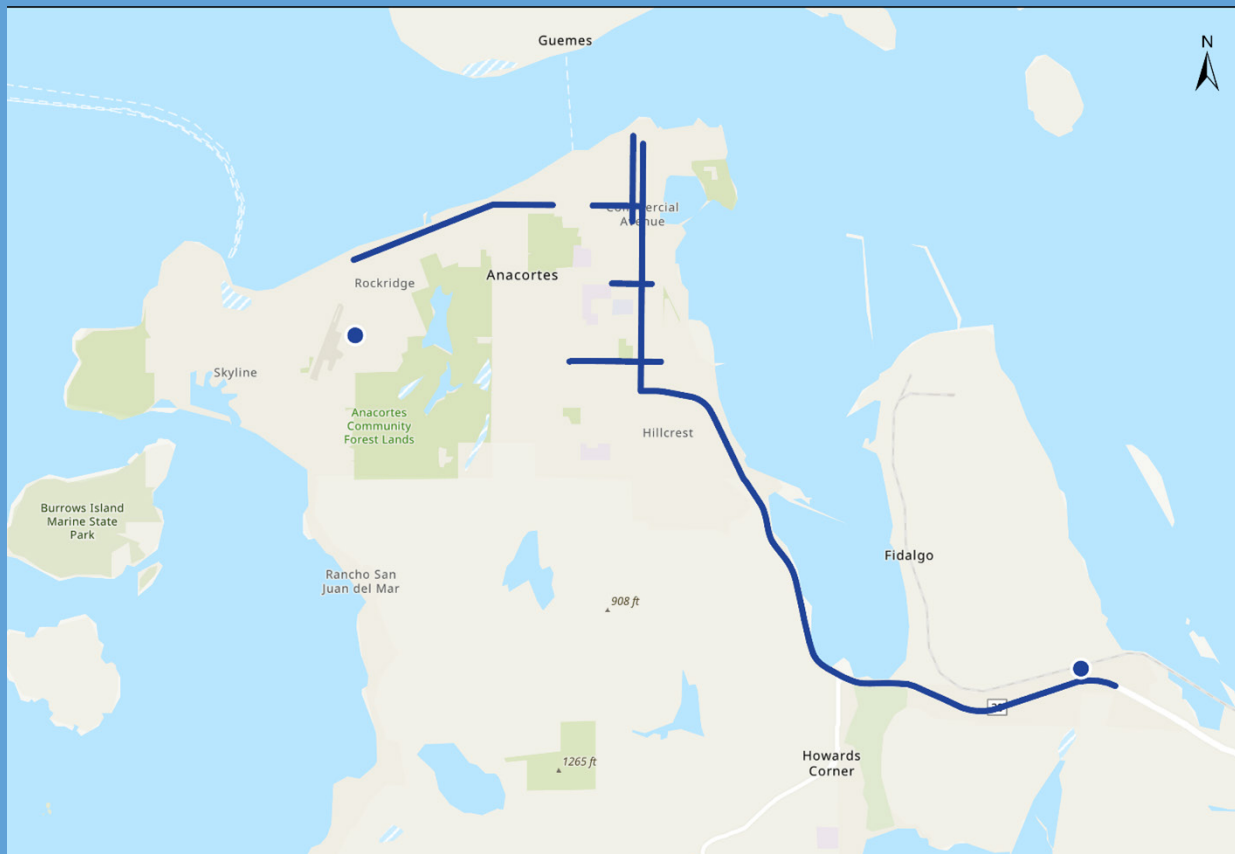
8. STRATEGY AND PROJECT SELECTIONS

SELECTING PROJECT LOCATIONS

The project locations were selected based on the High-Risk Network and then compared to stakeholder input, public engagement, and equity areas analysis. The High-Risk Network encompassed an overwhelming majority of locations identified during the stakeholder and public engagement activities. Additionally, the project locations are within identified priority equity areas. The selected project locations, shown in **Figure 30**, are:

- Reservation Road at South Marches Point Road
- Anacopper Mine Road/Pennsylvania Avenue at Airport Road
- Commercial Avenue from SR 20 Spur to 12th Street
- Commercial Avenue from 12th Street to 4th Street
- 32nd Street from H Avenue to R Avenue
- 22nd Street from M Avenue to Q Avenue
- 12th Street from K Avenue to Commercial
- Oakes Avenue from Anacopper Mine Road to G Avenue
- SR 20 From Commercial Avenue to Anacortes City Limit
- O Avenue from 15th Street to 3rd Street

Figure 30. Selected Project Locations in Anacortes



COUNTERMEASURE SELECTION

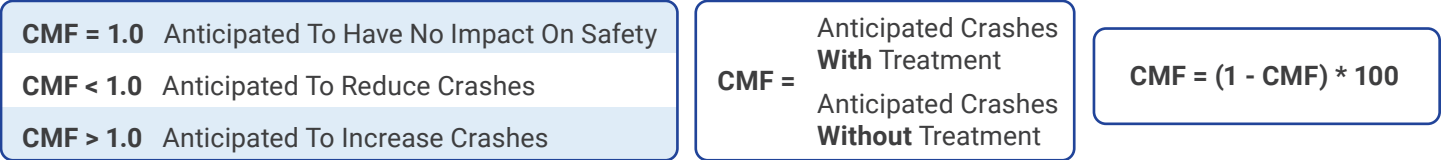
The CSAP recommends strategies that address safety needs to reduce fatal and serious injury crashes. Systemic safety countermeasures were selected for each project location from the countermeasure toolbox and are summarized in project sheets in **Appendix B**.

COUNTERMEASURE TOOLBOX

Countermeasures for this CSAP were identified from the safety countermeasure toolbox. Toolbox countermeasures were identified from the FHWA's Proven Safety Countermeasures, and Crash Modification Factor (CMF) Clearinghouse Website. Countermeasures are organized into segment-related countermeasures, intersection-related countermeasures, and non-engineering countermeasures. As available, the following information is provided for each countermeasure:

- Safety Countermeasure
 - Source
 - CMF Value
 - Applicable Crashes
- Unit Cost
 - Application Guidance
 - Urban/Rural
 - Signalized/Unsignalized

Figure 31. CMF/CRF Calculation

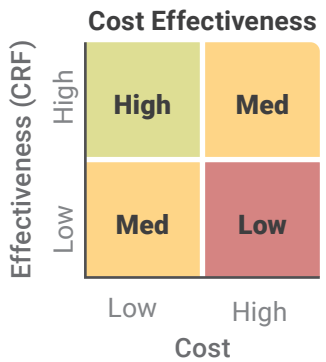


Effectiveness for each countermeasure is measured in terms of the CMF or Crash Reduction Factor (CRF). CMFs are defined as the ratio of effectiveness of one condition in comparison to another condition and represent the relative change in crash frequency due to a change in one specific condition. CRFs are defined as a percentage of crash reduction that might be expected after the implementation of a given countermeasure at a specific site. The CMF and CRF calculations are shown in **Figure 31**.

A CRF or CMF should be regarded as a generic estimate of the effectiveness of a countermeasure. The estimate is a useful guide, but it remains necessary to apply engineering judgement to consider site-specific environmental, traffic volume, traffic mix, geometric, and operational conditions that will affect the safety impact of a countermeasure. Actual effectiveness will vary from site to site.

The countermeasure toolbox also accounts for cost effectiveness using the cost of the countermeasure and the CRF. A "HIGH" cost effectiveness represents a countermeasure that has a low cost of implementation and a high potential to reduce crashes. A "LOW" cost effectiveness represents a countermeasure with a high cost and low potential to reduce crashes. The cost effectiveness is illustrated in **Figure 32**.

Figure 32. Countermeasure Cost Effectiveness



PROJECT SHEETS

Project information sheets were prepared for each location listed in **Section 8.1**. Each sheet was developed to provide an example and relative cost of the type of countermeasures that could be developed for the selected locations. Project sheets include introductory information, SHSP emphasis areas, equity, priority, location description, project map, crash history, safety countermeasures, and project cost estimates.

9.

Progress and Transparency



9. PROGRESS AND TRANSPARENCY

The CSAP is a guide for the City of Anacortes and safety stakeholders to advance implementation of strategies, countermeasures, and policies. The CSAP recommends that progress to achieving improved safety be measured over time.

Transparency in reporting progress is emphasized, leading to broader support and buy-in from residents and stakeholders. The City of Anacortes recognizes the importance of accountability and performance monitoring to reduce traffic deaths and serious injuries. However, it is imperative that monitoring does not distract focus from the ultimate performance goal of eliminating fatalities and serious injuries on all roadways for all users across the region. The general approach to tracking implementation follows:

Leadership: City of Anacortes Public Works Department will assume leadership of the CSAP and will promote its implementation. As part of this role, the City will convene stakeholders on a regular basis to discuss implementation progress.

Implementation Meetings: The City of Anacortes anticipates that it will convene stakeholders annually to discuss progress, associated challenges, and opportunities for implementing the CSAP. The meeting(s) will focus on the progress towards addressing the 2024 Target Zero emphasis safety areas.

Annual Evaluation: When the most recent year’s crash data is available from WSDOT, the City will evaluate progress toward CSAP goals by reporting fatalities and serious injuries. To help communicate overall safety performance, the City anticipates annually reporting to stakeholders their progress towards reducing fatalities and serious injuries for all roadway users. The proposed performance measures are shown in **Table 11**. Performance measures will be evaluated in comparison to the previous three or more years of data, as appropriate.

Table 11. Proposed Annual Safety Performance Measures

PERFORMANCE MEASURES	
Effectiveness Measure, Report Annually	• Number of fatalities • Number of serious injuries • Number of fatal crashes involving younger drivers • Number of roadway departure fatalities • Number of intersection fatalities

Updating the Plan: The City anticipates routinely updating the CSAP in addition to revisiting data analysis and proposed strategies in the context of other regional planning efforts.

Funding Safety: The City of Anacortes will seek to include safety improvements in their Capital Improvement Program (CIP), in addition to existing and new resources.

NEXT STEPS AND IMPLEMENTATION ACTIONS

The following actions should be taken by the City of Anacortes to implement the recommendations of this CSAP.

- ☐ Commit to implementing the recommended strategies and countermeasures when appropriate and possible.
- ☐ Conduct a minimum of one crash assessment or safety analysis at identified project locations of concern each year.
- ☐ Collect and report on speed data annually.
- ☐ Prioritize transportation projects in general plans and CIPs based on at least one safety criteria, such as total crashes, number of fatalities or serious injuries, location within the High-Risk Network, or location in an underserved area.
- ☐ Consider selecting at least one of the recommended safety projects to design and begin construction within the next five years.
- ☐ Consider adopting design guidelines or Complete Street policies to support strategic safety improvements in local codes.
- ☐ Collaborate with at least one new partner to address traffic safety, such as law enforcement, emergency services, school districts, or health departments in a targeted outreach effort once a year.
- ☐ Support safety educational messages and broadcast those through local agency social media and newsletter opportunities.



Appendix A.

Public Outreach Comments



Comment Number	Location	Category	Description	Lat	Lng
1	Oakes Avenue at Kansas Avenue	Crash	Had to pick up a friend at the roadside park because they rear ended a car that suddenly stopped for a pedestrian crossing the street and their car was totaled.	48.5087419	-122.6521077
2	Fidalgo Bay Road at SR 20	Pedestrian Concern or Opportunity	This is probably a stretch, but it would be great if folks on bikes or on foot had a way to cross over highway 20 to get to S Fidalgo Bay Rd from Fidalgo Bay Road. Alternatively, a bike path could be constructed next to Highway 20 on the South end of Fidalgo Bay to provide an alternative commuter route that doesn't rely solely on the trestle (which I love).	48.46723464	-122.5660345
3	Commercial Avenue at 29th Street	Pedestrian Concern or Opportunity	It would be great to get a cross walk at this intersection to protect children and anyone on foot or bike. This intersection gets busy.	48.49882913	-122.6128298
4	R Avenue at 28th Street	Pedestrian Concern or Opportunity	I find the number of new signs and yellow objects very distracting. So much so that they detract from actual pedestrians. It's almost overwhelming.	48.49947666	-122.6097098
5	Commercial Avenue at 7th Street	Pedestrian Concern or Opportunity	Protect peds in Historic District, make it the sonic route. Lower speed limit to 10-15 mph on Commercial Ave and enforce it, exchange bike lanes for sharrows and diagonal parking north of 11th, enhance attractiveness of streetscape. Hard to go fast, easy to go slow.	48.51657537	-122.6126044
6	Thompson Road at SR 20	Bicyclist Concern or Opportunity	Would like a crosswalk to cross at Thompson or Reservation roads	48.45917448	-122.6589492
7	Commercial Avenue	Pedestrian Concern or Opportunity	Need sidewalk up Commercial all the way to Fidalgo Ave.	48.49013236	-122.6127957
8	35th Place	Pedestrian Concern or Opportunity	Wished 35th Pl or 36th connected through between H & M	48.49363612	-122.622366
9	SR 20 Spur at Commercial Avenue	Pedestrian Concern or Opportunity	It would be great if this was more bike and pedestrian friendly and drivers slowed down (in all of the roundabouts).	48.49322681	-122.6126748
10	SR 20 at SR 20 Spur	Driver Concern or Opportunity	The signs entering this circle don't reflect the traffic pattern. Because the right hand turn lane was taken away by hash marks the drivers coming from town are faced with vehicles coming straight across their path when the sign makes it look like (and O think it would actually be safer) to have a hard right lane accessible for those coming to town (but maybe cycle drivers think both lanes exiting the circle are theirs alone). In all roundabouts the speed limits are regularly not observed by drivers.	48.46377412	-122.5822104
11	Oakes Avenue	Pedestrian Concern or Opportunity	Pedestrian crossing seems to be needed somewhere on Oakes. Cars speed, and D Ave. signal is slow to react to pedestrians so many pedestrians/cyclists jaywalk instead.	48.51212307	-122.6382147
12	Oakes Avenue at D Avenue	Pedestrian Concern or Opportunity	Agree with bicyclist comment; true for pedestrians; intersection needs to be more pedestrian friendly, too. Timing of signal seems quickest for cars heading E/W with slower, more limited options for crossing D N/S as a pedestrian (or cyclist).	48.51274486	-122.6314105
13	SR 20 Spur at R Avenue	Pedestrian Concern or Opportunity	Agree with this comment: "I love that there is a bicycle/pedestrian access point here however, waiting for the light to cross SR 20 Spur whether on foot or bicycle is terrifying (especially with kids/dogs along) as drivers tend to accelerate quickly out of the Commercial roundabout, not waiting until past R Ave. to get up to 55mph. Improvements to this intersection - even an all-cross for pedestrians/cyclists to get over to 34th for Tommy Thompson Trail access would be great."	48.49330302	-122.6097959
14	Trail	Pedestrian Concern or Opportunity	Is there any way to add connectivity to the East? On the map it looks like some private roads could take a pedestrian to San Juan Hill Rd., but since the connecting roads are private, pedestrians/cyclists may have no way to head East.	48.47008372	-122.6053022
15	Marine Drive	Bicyclist Concern or Opportunity	Many cyclists pick this road because it allows them to ride around Fidalgo Island, and/or to Mt. Erie. However, it is treacherous with blind corners, lack of shoulder, and the like.	48.47924006	-122.6633118
16	Commercial Avenue at 5th Street	Pedestrian Concern or Opportunity	I witness near accidents almost daily between cars and pedestrians. Cars speed through this area and ignore the speed limit. A 4 way stop sign would help	48.51828751	-122.6124811
17	Q Avenue at Seafarers Way	Bicyclist Concern or Opportunity	Consider lowering the height of the Yield signs at this intersection so that bikes and pedestrians don't fly through this spot that is tough for cars leaving Seafarers to turn left. Many are not aware there are yield signs there. Or consider painting a yield symbol on the trail before the intersection.	48.51054786	-122.6110236
18	Gumes Channel Trail	Bicyclist Concern or Opportunity	Complete the Gumes Channel Trail to get bikes off of Oakes.	48.50987578	-122.6497199
19	M Avenue at 22nd Street	Driver Concern or Opportunity	Multiple adult bicyclists heading south to north observed cruising through this intersection (on different days) without stopping even though cars with the right of way were waiting. Some day a bicyclist is going to lose across someone's unsuspecting hood.	48.50451499	-122.6174123
20	Oakes Avenue at Kansas Avenue	Crash	There have been multiple crashes and pedestrian safety issues at this crosswalk. Cars don't always stop for the blinking crosswalk light. Recently pedestrians were crossing after an eastbound car stopped. The car behind the stopped car didn't stop, hit the eastbound car, and pushed it in the path of pedestrians nearly hitting them.	48.50849002	-122.6522023
21	SR 20 at March's Point Road	Crash	I was rear-ended on this "ramp" while stopped waiting for an opening in traffic on 20 westbound and know of two other accidents in the same location (one with serious injuries). There is no way to safely enter the hwy from this intersection without waiting for a gap in traffic, and while waiting, traffic coming around the corner behind you doesn't see you because they're looking for an opening behind them (not looking forward). Either create a merging lane to allow merging into traffic, or force everyone to go through the stop sign and not use the ramp.	48.46300066	-122.5713508
22	M Avenue at 32nd Street	Driver Concern or Opportunity	Eastbound traffic does not even slow down when going through the circle.	48.49643364	-122.617823
23	SR 20 Spur at Commercial Avenue	Pedestrian Concern or Opportunity	This crosswalk is invisible to traffic from westbound 20 due to bushes, and traffic is very fast around this corner. The only way you can get across this crosswalk during busy times is to run between speeding cars or go further north and cross somewhere else. A flashing light like the one at 32nd other than the flashing crosswalk would probably cause a backup of cars (might be worth it depending on how many pedestrians have this same concern).	48.49357113	-122.6127284
24	38th Street	Driver Concern or Opportunity	The South side of the street has been torn up for months because of construction of a new development that has apparently stalled. Can we get the street put back together to allow driving/cycling/walking on both sides of the street?	48.49152509	-122.618573
25	West 2nd Street	Bicyclist Concern or Opportunity	W 2nd Bike/Ped route is interrupted for one block between Erie and Dakota. Paved provide path or complete the street ahead of eventual development of last two properties. Current wet lawn does not permit bike or pedestrian use in all months, forcing kids to navigate a rough alley 1/2 block north.	48.51030114	-122.6420682
26	West 2nd Street	Bicyclist Concern or Opportunity	An existing gravel trail on the W 2nd right of way connects between Baltimore and Dakota. It needs to be preserved, improved and maintained as this trail provides a critical link between the West Addition and the city grid. Trail route is subject to probable development re-planting and could be affected if public access is guaranteed in the future.	48.51095807	-122.639443
27	Gumes Channel	Bicyclist Concern or Opportunity	The opportunity for the new owners of the Lovin's Marina and Shipyard to allow foot and bicycle traffic across their property is the tipping point for the whole Gumes Channel Trail. If this needed and often promised link is completed the rest of the trail easements will be granted due to the amenities available to the property owners (bank preservation and drainage improvement). Sautbert would gain the thanks of a community that has waited decades for the rail bed trail to be returned to use. There is an unused second tier piling reinforced path that if used would allow normal shipyard work and still allow passing cyclists and pedestrians to traverse the rail bed.	48.51102039	-122.644456
28	K Avenue at 14th Street	Pedestrian Concern or Opportunity	There has long been an effort to have a pedestrian / bike crossing activated when being used at this location. It is a heavily used j-walking intersection, since there is no other Commercial Ave crossing between 12th and 17th. A 14th crossing would be part of the "Seafarers to Skyline" non-motorized route as shown on city bike ped maps.	48.51103822	-122.6204862
29	Seafarers Way	Near Crash	Traffic into and out of a popular gym and park area makes Seafarers Way intersection with Q Ave (TTTrail) accident prone. Need to solve weaving problem between 14th and Seafarers on Q, need to improve sightlines around the net shed fence on the NE corner. Perhaps an elongated roundabout effect could be designed, with concessions from the Port of Anacortes who owns all of the east side properties.	48.51062208	-122.6107083
30	Cap Sante Marina	Pedestrian Concern or Opportunity	The current end of the beautiful seaside Esplanade Trail from Rotary Park Gazebo around the Cap Sante Marina to 17th St. Need MJB to finish the trail across their seaside to the Anacortes Marina and beyond (should tie in with TTT at 34th in the future). This walk-bike trail will remind Anacortes residents of why we should live in a picturesque coastal town! Water view!	48.50893461	-122.6065299
31	Oakes Avenue	Bicyclist Concern or Opportunity	I concur with the comments on the map. I would add a bike lane on Oaks/12th Ave. I live next to Washington Park on Sundown Court. When I bike into town on Oaks on part of the route there is a wide lane but on other parts it's quite narrow. Often I will ride through Old Town turning off 12th Ave at D or 2 blocks west of D. If there is ferry traffic it makes the bike ride a bit dicey. Thank you, John Okerman	48.49030987	-122.6383592
32	Commercial Avenue at 4th Street	Near Crash	A couple of days ago, I saw a truck coming north on commercial at 40 mph or so almost hit a pedestrian crossing Commercial on the north side of 4th. The truck honked at the pedestrian. We should work toward solutions to slow traffic on Commercial downtown.	48.51913052	-122.6125259
33	M Avenue	Near Crash	My bike route from the library presents a hazard when people back out without seeing oncoming bicyclists. I had a close call this week when a driver didn't see me coming (heading towards 9th St) and I didn't see their back-up lights. I was staying to the right due to a car that was coming up behind me. I was very lucky that it was almost past them as they were backing up, and they also must have hit their brakes.	48.51471717	-122.6172263
34	Q Avenue at 9th Street	Bicyclist Concern or Opportunity	The Tommy Thompson Trail ends abruptly, without a smooth transition to a bike lane or other way to continue north into downtown. The sidewalk bump-outs do not help the cyclist continue safely forward, all the way to the Port, or to make a right turn up to Cap Sante, or make a left turn and go to the Post Office or a downtown business. The north end of the Tommy Thompson should be continued so it logically connects to other places the cyclist wants to go at the north end of town.	48.51515539	-122.6108951
35	Oakes Avenue at D Avenue	Bicyclist Concern or Opportunity	Make this traffic light sensitive to a bicyclist waiting to cross the intersection when in a traffic lane, or turn left and go either north or south on D Ave.	48.51268487	-122.6313957
36	SR 20 Spur at M Avenue	Bicyclist Concern or Opportunity	Make this traffic light sensitive to a bicyclist waiting to cross 12th on M Ave (either north to south, or south to north).	48.51268487	-122.6173387
37	Q Avenue at 17th Street	Bicyclist Concern or Opportunity	Make this traffic light sensitive to a bicyclist waiting to cross Q Ave and either connect to the Tommy Thompson, or head west towards the light at Commercial.	48.50852563	-122.6111381
38	Commercial Avenue at 17th Street	Bicyclist Concern or Opportunity	Make this traffic light sensitive to a bicyclist waiting to cross Commercial, heading east or west.	48.50858024	-122.6126818
39	Commercial Avenue at 14th Street	Pedestrian Concern or Opportunity	Add a safe way to cross Commercial between the existing traffic lights at 12th and 17th -- possibly at 14th or 15th. This would also help bicyclists get across Commercial.	48.51094978	-122.6126738
40	Gumes Channel Trail	Bicyclist Concern or Opportunity	Complete the Gumes Channel trail all the way to the Ferry Terminal.	48.50473437	-122.6174022
41	Gumes Channel Trail	Pedestrian Concern or Opportunity	Complete the Gumes Channel trail all the way to the ferry terminal, and make the area a nice place for people to go while waiting for their ferry. The "social trails" that are visible on the satellite photo background are evidence of the desirability of having access to the beach and the water from the ferry. This access should be planned and installed in a way that accommodates pedestrians, bicyclists, and wildlife.	48.50530034	-122.6778665
42	Oakes Avenue	Bicyclist Concern or Opportunity	Continue the bike lane that abruptly ends here, so there is a continuous bike lane all the way to Washington Park. Many pieces of this bike lane exist, but there is a tight squeeze point at the traffic light at Ferry Terminal Rd.	48.50126961	-122.6696921
43	Oakes Avenue at Sunset Avenue	Bicyclist Concern or Opportunity	Continue the bike lane on Oakes through this intersection, so there is a continuous bike lane all the way to Washington Park. Many pieces of this bike lane exist, but there is a tight squeeze point at this traffic light at Ferry Terminal Rd.	48.49957691	-122.6741896
44	Anaco Beach Road	Bicyclist Concern or Opportunity	There are adequate bike lanes on either side of Anaco Beach Road, but the City doesn't maintain the vegetation so the lanes are clear. Would be great if the City would keep tree branches, blackberries, etc. from encroaching into the lanes (from the top and sides) so bikes don't veer out of the lanes to avoid brush.	48.49468843	-122.6715617
45	Pennsylvania Avenue	Bicyclist Concern or Opportunity	There are adequate bike lanes on either side of Pennsylvania Ave, but the City doesn't maintain the vegetation so the lane on the "Airport side" is clear. Would be great if the City would keep tree branches, blackberries, thistles, etc. from encroaching into the lane (from the side) so bikes don't veer out of the lane to avoid brush. I did some trimming here myself this summer. It was that bad.	48.49712163	-122.6567985
46	Havokost Road	Bicyclist Concern or Opportunity	Add bike lanes or at least consistently wide shoulders to Havokost, so that is a safer road for cyclists. Marine/Havokost would be great routes to use for cyclists but there is not enough shoulder and the traffic goes too fast for them to be comfortable for most people. (Yes, I realize this is a County Road, not a City street.)	48.47136683	-122.646259
47	Marine Drive	Bicyclist Concern or Opportunity	Add bike lanes or at least consistently wide shoulders to Marine, so that is a safer road for cyclists. Marine/Havokost would be great routes to use for cyclists but there is not enough shoulder and the traffic goes too fast for them to be comfortable for most people. (Yes, I realize this is a County Road, not a City street.)	48.47348729	-122.655397
48	West 3rd Street	Bicyclist Concern or Opportunity	This unpaired block is part of a recommended bike route on the Anacortes Bike-Ped map. Unfortunately, the City put down large gravel here when they used this area to stage equipment during the fiber installation. The gravel makes it very hard to bike across the block in either direction, especially for bikes with smaller tires. Can this block be paved? Or at least made more passable for bikes?	48.50050651	-122.6567218
49	Oakes Avenue at D Avenue	Driver Concern or Opportunity	People ignore the cross-hatching in the right lane (which is presumably intended to prevent people from using the right lane to turn right onto D Ave), especially when ferry traffic is heavy (offloading from the ferry, traffic making it very hard). Drivers routinely use this lane to turn right, often with barely a pause, much less a stop. This is a hazard to traffic turning left onto D Ave. from 12th, and to cars, bikes, pedestrians crossing D Ave with the light (from north to south). Consider putting up bollards or flexible delineator posts to prevent driving in this lane.	48.51268265	-122.6317877
50	Commercial Avenue at 12th Street	Crash	I am personally aware of one pedestrian fatality at this intersection, which is heavily trafficked and challenging for drivers and pedestrians to navigate. The intersection needs to be improved for the safety of everyone who uses it.	48.51265807	-122.6126396
51	Commercial Avenue at 12th Street	Driver Concern or Opportunity	This is a heavily trafficked intersection, and occasionally groups use it to picket (with signs, bullhorns, waving, shouting), which contributes to distracted driving and reckless driving in an already hazardous area. I haven't seen groups picketing recently, and am hopeful that the City has stopped allowing this type of congregate to happen at this intersection. However, in case that is not already a policy of the City, it should be somehow codified in the interest of transportation safety.	48.51267595	-122.6125484
52	Commercial Avenue at 15th Street	Pedestrian Concern or Opportunity	Consider adding a button-operated pedestrian crosswalk with flashers at the south side of the intersection at 15th and Commercial. A safe crossing is needed between 12th and 17th.	48.51268487	-122.6125852
53	South March's Point Road	Pedestrian Concern or Opportunity	A sidewalk would be great for walking to Moka Joes from the refinery.	48.46271722	-122.5641541
54	Oakes Avenue at Allen Court	Bicyclist Concern or Opportunity	Concerned about most of Oakes Avenue for bicyclists and pedestrians, especially with Ferry traffic and additional building which creates more congestion	48.503325	-122.6646471
55	Oakes Avenue	Pedestrian Concern or Opportunity	I see people walking and running on the slim shoulders of Oakes and believe there is a real potential for harm when traffic is high	48.50632849	-122.6601953
56	Commercial Avenue at 6th Street	Wheelchair or Mobility Device Concern or Opportunity	curb cuts with "blind bumps" throw off wheelchair, walker, and knee scooter wheels. The bumps are too big.	48.51744728	-122.6125792
57	D Avenue at 21st Street	Driver Concern or Opportunity	Google maps routes many from D St to 22nd via 21st along a residential neighborhood. Too many drivers and many driving far too fast for residential streets. Needs speed bumps or alternative?	48.50533717	-122.6314999
58	30th Street	Bicyclist Concern or Opportunity	Traveling north on 30th is difficult for a cyclist. The turn is tight and sharp and is very difficult to do this while turning backwards to see if traffic is coming.	48.51047342	-122.6445499
59	Gumes Channel Trail	Bicyclist Concern or Opportunity	this trail would provide a safe corridor for cyclists rather than hwy 20 if it was continuous from east and west.	48.51000555	-122.6492697
60	Oakes Avenue at Dakota Avenue	Driver Concern or Opportunity	There are a fair number of cars trying to make left turns from/to Dakota St from/to hwy 20. In conjunction with the increased shipyard activity, a traffic circle would be ideal here.	48.51121508	-122.6418795
61	Hillcrest Drive at Whistle Lake Road	Pedestrian Concern or Opportunity	Dogs are not allowed to walk through the cemetery (park) and there isn't any sidewalk, shoulder or bypass to walk on. So no safe corner outside the cemetery. It's a blind corner on a straight stretch from Whistle Lake. There is inconsistency-don't walk through the cemetery and it's not safe to walk around it. Found a woman with a walker walking her dog on the road there one time. I see 90 degree corner outside the cemetery. It's a blind corner on a straight stretch from Whistle Lake. There is inconsistency-don't walk through the cemetery and it's not safe to walk around it.	48.48952087	-122.8033805
62	Commercial Avenue at 5th Street	Pedestrian Concern or Opportunity	Super congested for peds and cars in old town. Maybe reduce speed limit?	48.5184539	-122.61252
63	SR 20 Spur at R Avenue	Pedestrian Concern or Opportunity	It would be so cool to have an overpass or tunnel under 20 to give peds and bikes access to "R" new bike/walking path.	48.49334723	-122.6096015
64	R Avenue at 38th Street	Driver Concern or Opportunity	Sharp corner and lack of vehicle visibility from both directions due to plants.	48.49153184	-122.609661
65	Commercial Avenue at 12th Street	Driver Concern or Opportunity	This would be a good place for a roundabout. Move Safeway entrance to 11th.	48.51260853	-122.6125884
66	Hillcrest Drive at Whistle Lake Road	Bicyclist Concern or Opportunity	There is no way for a bike or walker to get out of the way on this corner. We have witnessed cars having to suddenly alter there course in order to avoid an accident	48.48962292	-122.8034083
67	R Avenue at 38th Street	Driver Concern or Opportunity	Because of parked cars this becomes a very blind corner	48.49185636	-122.6097665
68	Oakes Avenue at Florida Avenue	Pedestrian Concern or Opportunity	Put bus shelters on Oaks and 12th to make the stops more visible and safe in the dark.	48.51047342	-122.6445499
69	Oakes Avenue at Florida Avenue	Pedestrian Concern or Opportunity	Put a pedestrian crossing light at Florida. Eat the bus stops. There is no safe crossing in the dark between D and Kansas.	48.51054464	-122.6445418
70	Thompson Road at SR 20	Driver Concern or Opportunity	It would be nice to have a Right Turn Pocket so not slowing traffic to make the right turn from Hwy 20 to Thompson or using the shoulder. Some people use the shoulder and pass on the right when the light is red, which is not permitted.	48.460076	-122.5595399
71	South March's Point Road at Thompson Road	Driver Concern or Opportunity	Continue to keep the Brush cut back to see at the Intersection of Bartholomew (going North) and S. Marchs Pt. Currently it is good but in the past it has grown out limiting the site distance due to the curve on S. Marchs Pt. road.	48.46218546	-122.5605593
72	N Avenue	Bicyclist Concern or Opportunity	Make bike paths that continue to ferry terminals	48.52024873	-122.6156121

Comment Number	Location	Category	Description	Lat	Lng
73	Cap Sante Lookout	Pedestrian Concern or Opportunity	Add sidewalks for people going up to Cap Sante Park	48.51472235	-122.6000079
74	Saint Mary's Drive	Pedestrian Concern or Opportunity	Sidewalk ends here and there's a sharp blind curve slightly above where the sidewalk ends. Many people walk Saint Marys Drive. A sidewalk should go all the way up it	48.48721859	-122.6086349
75	SR 20 Spur at Commercial Avenue	Pedestrian Concern or Opportunity	Lots of foot traffic in and out of the Muffin store but there's no sidewalk or crosswalk to get people there. Cross walk would be helpful	48.49297861	-122.6127111
76	March's Point Road	Bicyclist Concern or Opportunity	The Tommy Thompson trail ends here yet many refinery workers ride their bikes to work. When the trail ends, they are forced to ride on Marchs Point road, which is full of work trucks, commuters, and trucks carrying oil. It would be incredible helpful if there was a sidewalk or bike lane along Marchs Point Road. It would increase the amount of people riding bikes to the work at the refineries. The number one reason people don't ride their bikes to work if they live in Anacortes and work at the refineries is because of how dangerous it is to ride on Marchs Point Road	48.47683584	-122.572656
77	Hillcrest Drive at Whistle Lake Road	Pedestrian Concern or Opportunity	This corner doesn't allow for safe pedestrian/bicyclist access due to the narrow shoulders and blind curve. If there isn't enough easement to create a sidewalk, consider making this a northbound one-way from Mitchell to allow space for safe access for all.	48.48958132	-122.603258
78	Hillcrest Drive	Pedestrian Concern or Opportunity	Due to the extremely wide and straight nature of this stretch, people tend to drive well beyond the speed limit of 25, some intentionally but many without realizing. Making low-cost striping changes, narrowing lanes, adding a solar radar sign and/or even adding a couple of speed humps would be welcome options, especially during the summer months when kids (there are at least a dozen on Hillcrest) are outside playing and people are using this road as an access point to the Anacortes Community Forest Lands.	48.48969544	-122.606326
79	SR 20 Spur at R Avenue	Pedestrian Concern or Opportunity	I love that there is a bicycle/pedestrian access point here however, waiting for the light to cross SR 20 Spur whether on foot or bicycle is terrifying (especially with kids/dogs along) as drivers tend to accelerate quickly out of the Commercial roundabout, not waiting until past R Ave. to get up to 55mph. Improvements to this intersection - even an all-cross for pedestrians/cyclists to get over to 34th for Tommy Thompson Trail access would be great.	48.49328775	-122.6098657
80	R Avenue at 34th Street	Bicyclist Concern or Opportunity	This corner was not upgraded during the recent R Avenue improvements and now it is disappointing to try to use this stretch on a bike/with a stroller as its narrow and doesn't connect well with the improvements on the stretch.	48.49474266	-122.6097327
81	30th Street	Bicyclist Concern or Opportunity	The design on R Avenue improvements alleged that the wide sidewalks were for cyclists too but, the angles and crossing at the roundabouts along this stretch require tight turns and maneuvering that isn't always easy on a cycle.	48.4979553	-122.6088908
82	R Avenue	Driver Concern or Opportunity	The right lanes-to-basically-nowhere on the R Avenue improvements are quite annoying/wasted space. Consider either using them for more green space/trees/to help slow speeds or redesign roundabouts to allow right turns from those right lanes.	48.49844684	-122.6097088
83	Q Avenue at Seafarers Way	Bicyclist Concern or Opportunity	Add a roundabout. Drivers heading west don't yield to the crosswalk/cyclists and pedestrians using Tommy Thompson Trail and due to lack of sight distance, usually are parked in the crosswalk waiting to turn.	48.5105987	-122.6110922
84	M Avenue at 41st Street	Pedestrian Concern or Opportunity	Would be great to have more painted crosswalks here verses just one as so many people park and walk on or east of M.	48.48788577	-122.6178864
85	South March's Point Road	Bicyclist Concern or Opportunity	Increase the width of the "bike lane" (aka shoulder) on S Marchs Point Rd from Thompson Rd all the way to Hwy 20. This is a common bike route for cyclists traveling to/from the Twin Bridges. There is no shoulder from T-Bailey to the bridge both directions, no shoulder on the south side of the road at all, and a wider shoulder on the north side of the road from Reservation Rd to Thompson Rd which is regularly used for street parking for ProScapes and other businesses' employees.	48.46507702	-122.5412648
86	March's Point Road	Pedestrian Concern or Opportunity	A sidewalk (or wide shoulder) would be helpful for not only bicyclists but also for pedestrians who would like to walk or jog to/from the Tommy Thompson trestle and the refineries, Moka Joes, SKAT bus stops, etc along S Marchs Point Rd.	48.47019942	-122.5704315
87	Thompson Road at SR 20	Near Crash	A right turn lane from westbound SR-20 onto Thompson Rd would alleviate multiple near-crashes due to other traffic failing to adjust speed when cars are turning right here. Many people are forced to use the shoulder to safely turn, which creates safety issues for those who are turning right (legally) from the travel lane. Also there have been multiple near-crashes as cars turn left from south-bound Thompson Rd onto east-bound SR-20. A left turn arrow (particularly at morning & afternoon rush hour) would be helpful to allow traffic to safely transit this intersection.	48.46008037	-122.5599131
88	Anacortes Commity Forest Lands	Driver Concern or Opportunity	Parking for the ACFL is limited and what parking is available on A St is not always very safe to access or egress (due to close proximity to the street, drivers may need to back into active traffic lanes in order to exit parking spots). Providing more and clearer parking would allow more people who aren't lucky enough to live within walking distance to use the ACFL.	48.49284988	-122.6365517
89	SR 20 Spur at M Avenue	Pedestrian Concern or Opportunity	Cars turning right on 12th from M on red lights don't pay attention to the pedestrian light signaling ok for ped to cross. Drivers seem only to pay attention to "no cars coming" and turn right, almost hitting the pedestrians who have been given a clear signal to cross. I almost have gotten hit quite a few times, as a pedestrian, and no longer feel that light is doing its job. Would like to make it illegal for cars to turn right on red, at that intersection. Also, the waiting area for peds is so close to traffic flow. A distracted driver could easily clip a pedestrian, or her dogs, since they are shorter and not as easily noticed as a person. Dangerous!!!	48.51262226	-122.6173346

Appendix B.

Project Sheets



Project Information Sheet

Proj. # 1

Project Name:

Reservation Road at South Marches Point Road

Emphasis Areas:

Intersection related, distraction

Equity Review:

Outside of underserved area

Date Prepared:

12/6/2024

Location Description

Intersection:

Reservation Road at South Marches Point Road

Control Type:

Unsignalized

Control:

One-Way Stop-Control

Turn Lanes:

N

Presence of Lighting:

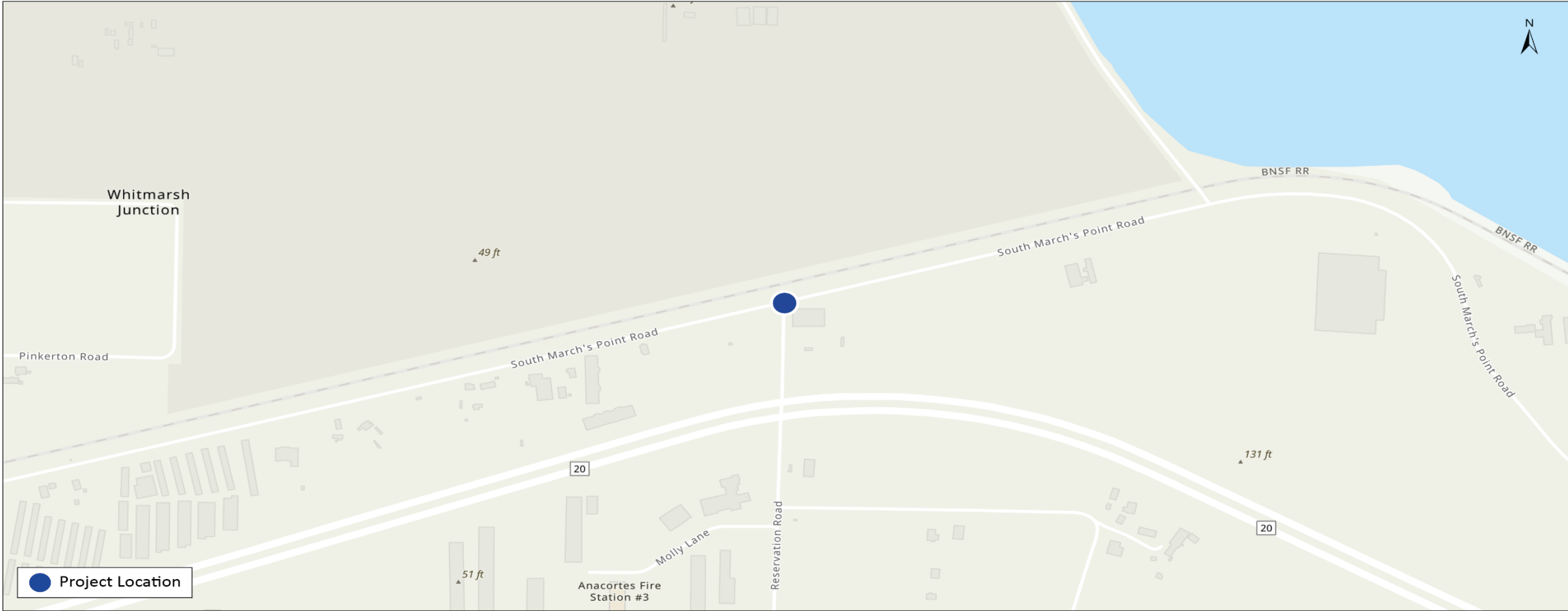
N

Pedestrian Crossings:

N

Project Location Map

Project ID: 1



Segment Information and Safety Analysis Areas Summary

Roadway Characteristics		Value	Why Was This Location Identified?	
Number of Approaches		3	Historic Crashes	✓
Control Type		One-Way Stop	Critical Crash Rate Differential	✓
Average Total Entering Volume (daily)		2030.00	High Crash Network	✓
Urban/Rural Designation		Urban	Equity Review	
Number of Crashes		3.00	Top 10 Intersection	✓
Critical Crash Rate Differential		0.23	Identified by Stakeholders	✓

Segment Crash History

Crash History (2019 - 2023)		# of crashes	What Crash Types are Occurring?			
Fatal Crashes (K)		-	Angle	3	Left-Turn	-
Suspected Serious Injury Crashes (A)		-	Animal	-	Overtaken	-
Suspected Minor Injury Crashes (B)		-	Hit Bicyclist	-	Hit Pedestrian	-
Possible Injury Crashes (C)		-	Guardrail	-	Rear-End	-
No Injury/PDO Crashes (O)		3	Hit Fixed Object	-	Run-Off-the-Road	-
Unknown		-	Head-On	-	Sideswipe	-
Total Crashes		3	Hit Parked Vehicle	-	Other	-

Washington Target Zero Emphasis Areas

High Risk Behavior		Crash Type/Location		Road User		Travel Modes	
Impairment	-	Lane Departures	-	Young Drivers	-	Active Transportation	-
Distraction	33%	Intersections	100%	Older Drivers	-	Motorcyclist	-
Speeding	-					Heavy Vehicles	-
Unrestrained Occupants	-						

Project Description/How is safety improved?

Proj. # 1

This project focuses on addressing angle collisions by recommending the following improvements: Clear and grub in the southeast corner, install intersection lighting, install second stop sign ahead sign, upgrade signs and pavement markings (paved approach), and install warning sign and advanced street name plaque on major approach.

This project description represents potential safety improvement strategies that could be implemented at this location, as well as other locations with similar conditions. Additional improvement strategies could be considered subject to engineering analysis.

Proposed FHWA Proven Safety Countermeasures



Stop-Controlled
Intersection
Systemic
Countermeasures



Lighting

Opinion of Probable Construction Cost

Segment Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Intersection Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Clear and Grub	NA	All Crashes	1	LEG	\$ 1,000	\$ 1,000
Install Intersection Lighting	0.62 - 0.67	Nighttime	1	INT	\$ 31,000	\$ 31,000
Upgrade Signs and Pavement Markings (Paved Approach)	NA	All Crashes	3	LEG	\$ 3,000	\$ 9,000
Systemic Low-Cost Countermeasures at Stop-Control Intersection	0.73 - 0.9	All Crashes	1	INT	\$ 19,000	\$ 19,000
Improvements Subtotal:						\$ 60,000
Mobilization: (% +/-)* 10%						\$ 6,000
Traffic Control: (% +/-) 5%						\$ 3,000
Items Not Estimated / Contingency: (% +/-) 30%						\$ 18,000
Estimate						\$ 87,000
Preconstruction Engineering/Design 12%						\$ 10,440
Utilities**						\$ -
ROW**						\$ -
Construction Engineering/Management 15%						\$ 13,050
Estimated Project Total:						\$ 111,000

*Mobilization is 10% +/- of the subtotal with a minimum of \$2,500 and a maximum of \$75,000

**To be evaluated during feasibility study/design

Additional Potential Improvements

Additional safety improvements not included due to availability of data, site-specific information, or agency and jurisdiction input may be considered. Additional countermeasures are listed below and a complete list is provided in the **Countermeasure Toolbox**.

- Additional Improvements #1: Install Warning Sign and Advance Street Name Plaque on Major Approach
- Additional Improvements #2: _____
- Additional Improvements #3: _____

Disclaimer: The cost estimates provided in this document are for comparison purposes only. Actual project costs will vary. The recommended safety improvement strategies were based on available data and reasonable engineering judgment and a more detailed assessment may suggest additional safety strategies that could be considered.

Project Information Sheet

Proj. # 2

Project Name:

Emphasis Areas:

Equity Review:

Anacopper Mine Road/Pennsylvania Avenue at Airport Road
Young drivers, speeding, lane departures, impairment, intersections
Outside of underserved area

Date Prepared: 12/6/2024

Location Description

Intersection:

Control Type:

Control:

Annacopper Mine Road/Pennsylvania Avenue
Unsignalized
One-Way Stop-Control

Turn Lanes:

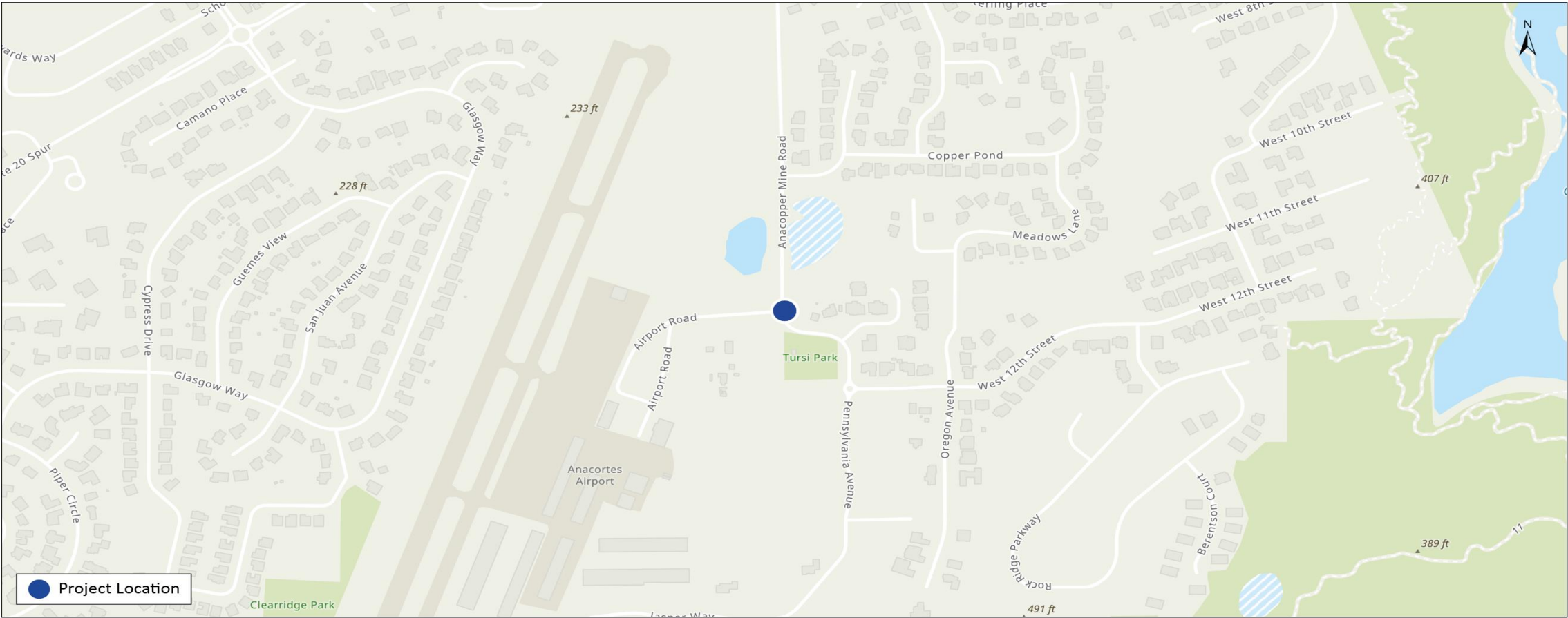
Presence of Lighting:

Pedestrian Crossings:

N
N
Y

Project Location Map

Project ID: 2



Segment Information and Safety Analysis Areas Summary

Roadway Characteristics	Value	Why Was This Location Identified?	
Number of Approaches	3	Historic Crashes	✓
Control Type	One-Way Stop	Critical Crash Rate Differential	✓
Average Total Entering Volume (daily)	2087.00	High Crash Network	
Urban/Rural Designation	Urban	Equity Review	
Number of Crashes	3.00	Top 10 Intersection	✓
Critical Crash Rate Differential	0.21	Identified by Stakeholders	

Segment Crash History

Crash History (2019 - 2023)		# of crashes	What Crash Types are Occurring?	
Fatal Crashes (K)	-	-	Angle	0
Suspected Serious Injury Crashes (A)	-	-	Animal	-
Suspected Minor Injury Crashes (B)	1	-	Hit Bicyclist	-
Possible Injury Crashes (C)	-	-	Guardrail	-
No Injury/PDO Crashes (O)	2	-	Hit Fixed Object	2
Unknown	-	-	Head-On	-
Total Crashes	3	-	Hit Parked Vehicle	-
			Left-Turn	-
			Overtaken	-
			Hit Pedestrian	-
			Rear-End	1
			Run-Off-the-Road	-
			Sideswipe	-
			Other	-

Washington Target Zero Emphasis Areas

High Risk Behavior		Crash Type/Location		Road User		Travel Modes	
Impairment	33%	Lane Departures	66%	Young Drivers	100%	Active Transportation	-
Distraction	-	Intersections	33%	Older Drivers	-	Motorcyclist	-
Speeding	66%					Heavy Vehicles	-
Unrestrained Occupants	-						

Project Description/How is safety improved?

Proj. # 2

This project focuses on addressing fixed object crashes related to speeding and lane departures by recommending the following improvements: Install curve warning signs and clear and grub around the curve for better visibility.

This project description represents potential safety improvement strategies that could be implemented at this location, as well as other locations with similar conditions. Additional improvement strategies could be considered subject to engineering analysis.

Proposed FHWA Proven Safety Countermeasures



Stop-Controlled Intersection Systemic Countermeasures



Lighting



Enhanced Delineation for Horizontal Curves

Opinion of Probable Construction Cost

Segment Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Install and/or Upgrade Curve Signage to Enhanced Delineations	0.4 - 0.852	All Crashes	2	CURVE	\$ 2,000	\$ 4,000
Install Driver Feedback Speed Limit Signs	NA	All Crashes	2	EACH	\$ 15,000	\$ 30,000
						\$ -
						\$ -
						\$ -
Intersection Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Clear and Grub	NA	All Crashes	2	LEG	\$ 1,000	\$ 2,000
						\$ -
						\$ -
						\$ -
						\$ -
Improvements Subtotal:						\$ 36,000
Mobilization: (% +/-)* 10%						\$ 3,600
Traffic Control: (% +/-) 5%						\$ 1,800
Items Not Estimated / Contingency: (% +/-) 30%						\$ 10,800
Estimate						\$ 52,200
Preconstruction Engineering/Design 12%						\$ 6,264
Utilities**						\$ -
ROW**						\$ -
Construction Engineering/Management 15%						\$ 7,830
Estimated Project Total:						\$ 67,000

*Mobilization is 10% +/- of the subtotal with a minimum of \$2,500 and a maximum of \$75,000

**To be evaluated during feasibility study/design

Additional Potential Improvements

Additional safety improvements not included due to availability of data, site-specific information, or agency and jurisdiction input may be considered. Additional countermeasures are listed below and a complete list is provided in the **Countermeasure Toolbox**.

Additional Improvements #1:

Additional Improvements #2:

Additional Improvements #3:

Disclaimer: The cost estimates provided in this document are for comparison purposes only. Actual project costs will vary. The recommended safety improvement strategies were based on available data and reasonable engineering judgment and a more detailed assessment may suggest additional safety strategies that could be considered.

Project Information Sheet

Proj. # 3

Project Name:

Commercial Avenue from SR 20 Spur to 12th Street

Date Prepared:

12/6/2024

Emphasis Areas:

Intersections, distraction, lane departures

Equity Review:

CEJST, ETC, Environmental Health Disparities, Health Disparities, SVI

Location Description

Roadway:

Commercial Avenue

Length:

2.01 miles

From:

SR 20 to 12th Street

Key Intersection Locations:

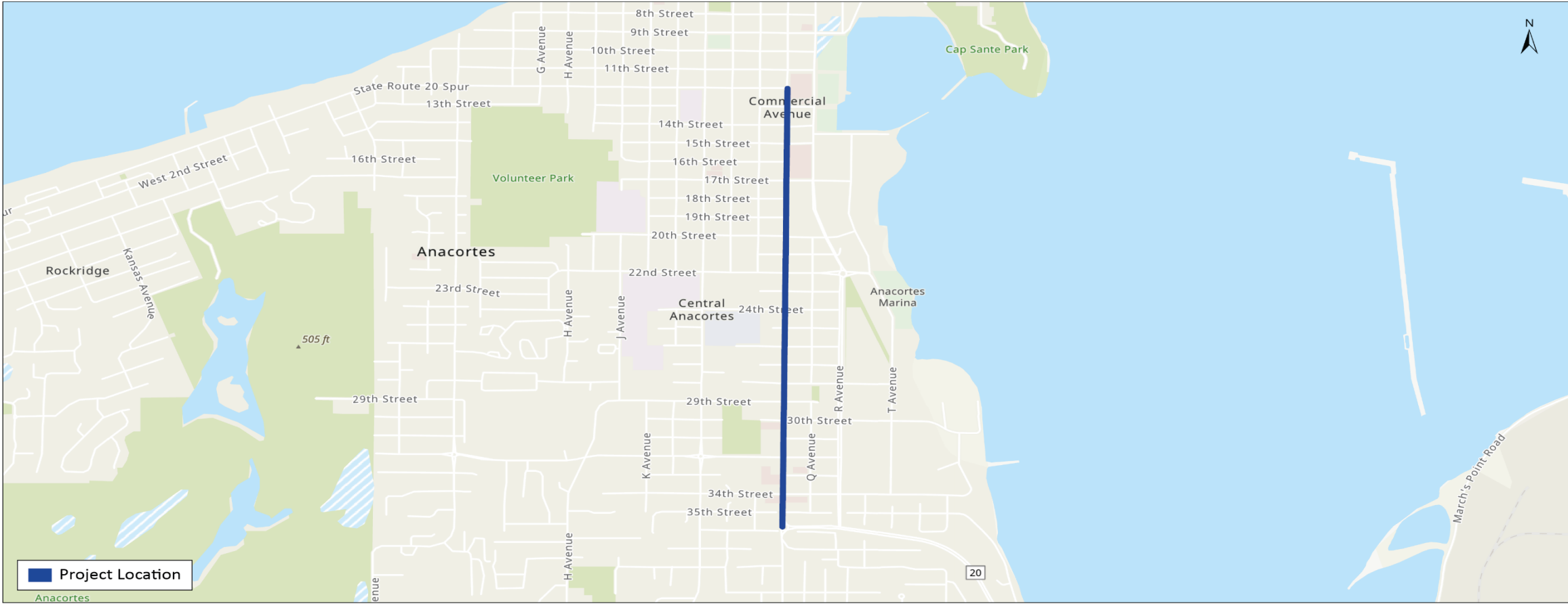
N/A

To:

12th Street

Project Location Map

Project ID: 3



Segment Information and Safety Analysis Areas Summary

Roadway Characteristics		Value		Why Was This Location Identified?	
Length (miles)		2.01		Historic Crashes	✓
Average Daily Traffic (vehicles per day)		11,192		Critical Crash Rate Differential	✓
Functional Classification		Principal Arterial		High Crash Network	✓
Roadway Ownership		WSDOT		Equity Review	✓
Urban/Rural Designation		Urban		Top 10 Roadway	✓
Number of Key Intersections		NA		Identified by Stakeholders	✓

Segment Crash History

Crash History (2019 - 2023)		# of crashes		What Crash Types are Occurring?			
Fatal Crashes (K)		1		Angle	31	Left-Turn	9
Suspected Serious Injury Crashes (A)		3		Animal	2	Overtaken	1
Suspected Minor Injury Crashes (B)		11		Hit Bicyclist	2	Hit Pedestrian	3
Possible Injury Crashes (C)		29		Guardrail	-	Rear-End	48
No Injury/PDO Crashes (O)		78		Hit Fixed Object	8	Run-Off-the-Road	-
Unknown		2		Head-On	-	Sideswipe	11
Total Crashes		124		Hit Parked Vehicle	9	Other	-

Washington Target Zero Emphasis Areas

High Risk Behavior		Crash Type/Location		Road User		Travel Modes	
Impairment	5%	Lane Departures	20%	Young Drivers	19%	Active Transportation	4%
Distraction	27%	Intersections	60%	Older Drivers	11%	Motorcyclist	4%
Speeding	4%					Heavy Vehicles	2%
Unrestrained Occupants	5%						

Project Description/How is safety improved?

Proj. # 3

This project focuses on improving safety by addressing rear-end and angle crashes with the following improvements: installing retroreflective backplates and borders on signal heads, changing the permissive signal head to Flashing Yellow Arrows, and including a Leading Pedestrian Interval. Appropriate timing adjustments and coordination should involve WSDOT. Commercial Avenue lacks east and west pedestrian crossings. Pedestrian hybrid beacons or HAWK signals are recommended at four locations across the project limits. Other improvements include lane narrowing, bulbouts, and corridor access management by driveway. *This project description represents potential safety improvement strategies that could be implemented at this location, as well as other locations with similar conditions. Additional improvement strategies could be considered subject to engineering analysis.*

Proposed FHWA Proven Safety Countermeasures



Leading Pedestrian Interval



Yellow Change Intervals



Pedestrian Hybrid Beacons



Road Diets (Roadway Reconfiguration)



Medians and Pedestrian Refuge Islands in Urban & Suburban Areas



Corridor Access Management



Backplates with Retroreflective Borders

Opinion of Probable Construction Cost

Segment Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Traffic Calming - Lane Narrowing	0.68	All Crashes	2	MILE	\$ 39,000	\$ 78,000
Traffic Calming - Bulbouts	0.68	All Crashes	16	EACH	\$ 37,000	\$ 592,000
Install Pedestrian Hybrid Beacons (PHB) or HAWK	0.712	Pedestrian	4	EACH	\$ 200,000	\$ 800,000
Corridor Access Management-Driveway Consolidation	0.69 - 0.75	Fatal & Injury	5	DRIVEW	\$ 7,000	\$ 35,000
Install Bicycle Lane	0.51 - 0.694	Bicycle	2	MILE	\$ 21,000	\$ 42,000
						\$ -
Intersection Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Install Retroreflective Backplates/Borders	0.85	All Crashes	32	EACH	\$ 275	\$ 8,800
Change a permissive only to Flashing Yellow Arrow	0.5 - 0.6	Left-Turn	4	INT	\$ 8,000	\$ 32,000
Include a Leading Pedestrian Interval (LPI)	0.87	Pedestrian	4	INT	\$ 3,000	\$ 12,000
						\$ -
						\$ -
Improvements Subtotal:						\$ 1,599,800
Mobilization: (% +/-)* 10%						\$ 75,000
Traffic Control: (% +/-) 5%						\$ 79,990
Items Not Estimated / Contingency: (% +/-) 30%						\$ 479,940
Estimate						\$ 2,234,730
Preconstruction Engineering/Design 12%						\$ 268,168
Utilities**						\$ -
ROW**						\$ -
Construction Engineering/Management 15%						\$ 335,210
Estimated Project Total:						\$ 2,839,000

*Mobilization is 10% +/- of the subtotal with a minimum of \$2,500 and a maximum of \$75,000

**To be evaluated during feasibility study/design

Additional Potential Improvements

Additional safety improvements not included due to availability of data, site-specific information, or agency and jurisdiction input may be considered. Additional countermeasures are listed below and a complete list is provided in the **Countermeasure Toolbox**.

Additional Improvements #1:

Appropriately Time the Yellow Change Interval

Additional Improvements #2:

Coordinate with Local Jurisdiction on Signal Modifications

Additional Improvements #3:

Disclaimer: The cost estimates provided in this document are for comparison purposes only. Actual project costs will vary. The recommended safety improvement strategies were based on available data and reasonable engineering judgment and a more detailed assessment may suggest additional safety strategies that could be considered.

Project Information Sheet

Proj. # 4

Project Name:

Commercial Avenue from 12th Street to 4th Street

Date Prepared:

12/6/2024

Emphasis Areas:

Intersections, lane departures, older drivers, distraction

Equity Review:

CEJST, ETC, Environmental Health Disparities, Health Disparities

Location Description

Roadway:

Commercial Avenue

Length:

0.68 miles

From:

12th Street

Key Intersection Locations:

11th Street

6th Street

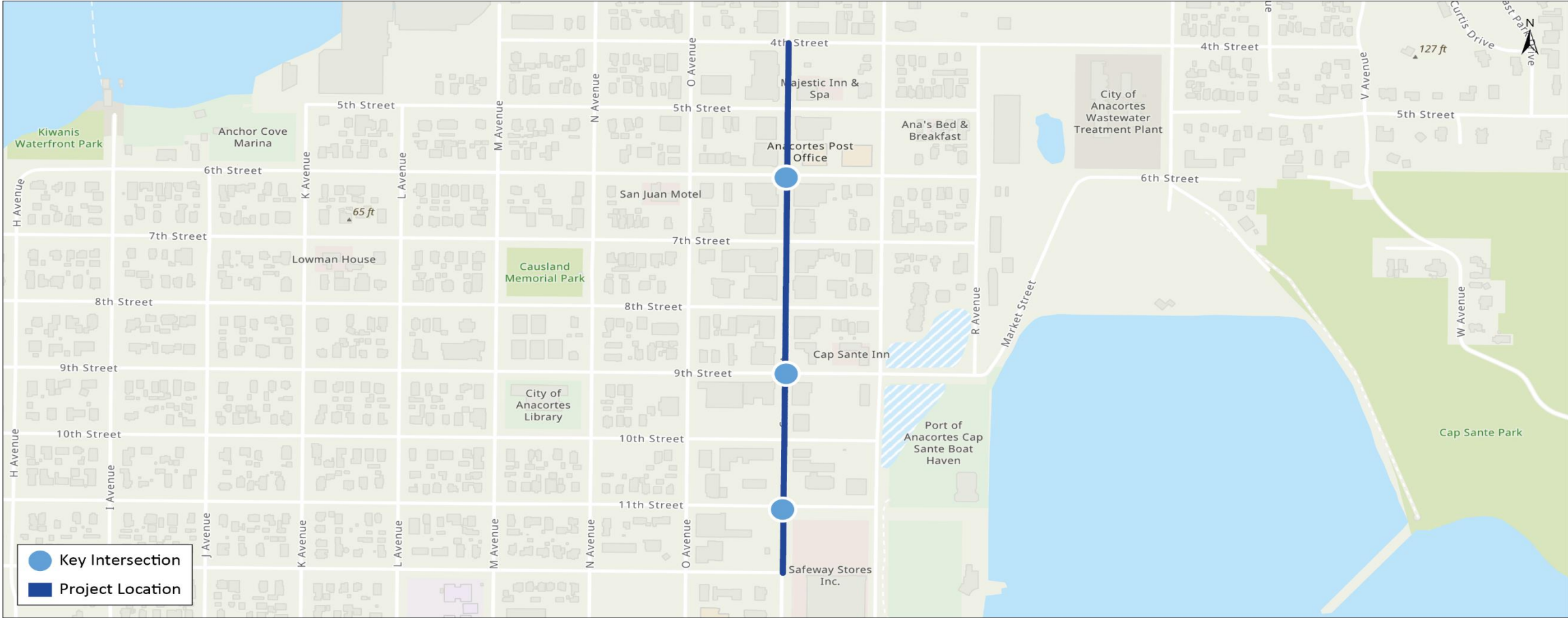
To:

4th Street

9th Street

Project Location Map

Project ID: 4



Segment Information and Safety Analysis Areas Summary

Roadway Characteristics		Value	Why Was This Location Identified?	
Length (miles)		0.76	Historic Crashes	✓
Average Daily Traffic (vehicles per day)		3,031	Critical Crash Rate Differential	✓
Functional Classification		Minor Arterial	High Crash Network	✓
Roadway Ownership		WSDOT	Equity Review	✓
Urban/Rural Designation		Urban	Top 10 Roadway	✓
Number of Key Intersections		3	Identified by Stakeholders	✓

Segment Crash History

Crash History (2019 - 2023)		# of crashes	What Crash Types are Occurring?			
Fatal Crashes (K)		0	Angle	20	Left-Turn	3
Suspected Serious Injury Crashes (A)		0	Animal	-	Overturned	-
Suspected Minor Injury Crashes (B)		5	Hit Bicyclist	1	Hit Pedestrian	3
Possible Injury Crashes (C)		8	Guardrail	-	Rear-End	7
No Injury/PDO Crashes (O)		28	Hit Fixed Object	4	Run-Off-the-Road	-
Unknown		1	Head-On	-	Sideswipe	1
Total Crashes		42	Hit Parked Vehicle	3	Other	-

Washington Target Zero Emphasis Areas

High Risk Behavior		Crash Type/Location		Road User		Travel Modes	
Impairment	2%	Lane Departures	31%	Young Drivers	21%	Active Transportation	10%
Distraction	29%	Intersections	81%	Older Drivers	29%	Motorcyclist	-
Speeding	5%					Heavy Vehicles	5%
Unrestrained Occupants	2%						

Project Description/How is safety improved?

Proj. # 4

This project focuses on improving motorist and pedestrian safety by addressing angle and pedestrian involved crashes with the following improvements: Installing pedestrian hybrid beacons or HAWK signals and installing driver feedback speed limit signs. Bulbouts are recommended at locations with marked crosswalks and on-street parking. Additional items include adding retroflected strips on stop sign posts to increase intersection visibility at all stop-controlled intersections.

This project description represents potential safety improvement strategies that could be implemented at this location, as well as other locations with similar conditions. Additional improvement strategies could be considered subject to engineering analysis.

Proposed FHWA Proven Safety Countermeasures



Rectangular Rapid Flashing Beacons (RRFB)



Corridor Access Management



Stop-Controlled Intersection Systemic Countermeasures



Road Safety Audit

Opinion of Probable Construction Cost

Segment Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Install Pedestrian Hybrid Beacons (PHB) or HAWK	0.712	Pedestrian	4	EACH	\$ 200,000	\$ 800,000
Install Driver Feedback Speed Limit Signs	NA	All Crashes	2	EACH	\$ 15,000	\$ 30,000
Perform Road Safety Audits	0.4-0.9	All Crashes	1	LOC	\$ 25,000	\$ 25,000
Traffic Calming - Bulbouts	0.68	All Crashes	32	EACH	\$ 37,000	\$ 1,184,000
						\$ -
						\$ -
Intersection Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Systemic Low-Cost Countermeasures at Stop-Control Intersection	0.73 - 0.9	All Crashes	3	INT	\$ 19,000	\$ 57,000
						\$ -
						\$ -
						\$ -
Improvements Subtotal:						\$ 2,096,000
Mobilization: (% +/-)* 10%						\$ 75,000
Traffic Control: (% +/-) 5%						\$ 104,800
Items Not Estimated / Contingency: (% +/-) 30%						\$ 628,800
Estimate						\$ 2,904,600
Preconstruction Engineering/Design 12%						\$ 348,552
Utilities**						\$ -
ROW**						\$ -
Construction Engineering/Management 15%						\$ 435,690
Estimated Project Total:						\$ 3,689,000

*Mobilization is 10% +/- of the subtotal with a minimum of \$2,500 and a maximum of \$75,000
**To be evaluated during feasibility study/design

Additional Potential Improvements

Additional safety improvements not included due to availability of data, site-specific information, or agency and jurisdiction input may be considered. Additional countermeasures are listed below and a complete list is provided in the **Countermeasure Toolbox**.

Additional Improvements #1: Retroflected Strips on Stop Sign Posts

Additional Improvements #2:

Additional Improvements #3:

Disclaimer: The cost estimates provided in this document are for comparison purposes only. Actual project costs will vary. The recommended safety improvement strategies were based on available data and reasonable engineering judgment and a more detailed assessment may suggest additional safety strategies that could be considered.

Project Information Sheet

Proj. # 5

Project Name:

32nd Street from H Avenue to R Avenue

Date Prepared:

12/6/2024

Emphasis Areas:

Intersections, distraction

Equity Review:

Outside of underserved area

Location Description

Roadway:

32nd Street from

From:

H Avenue

To:

R Avenue

Length:

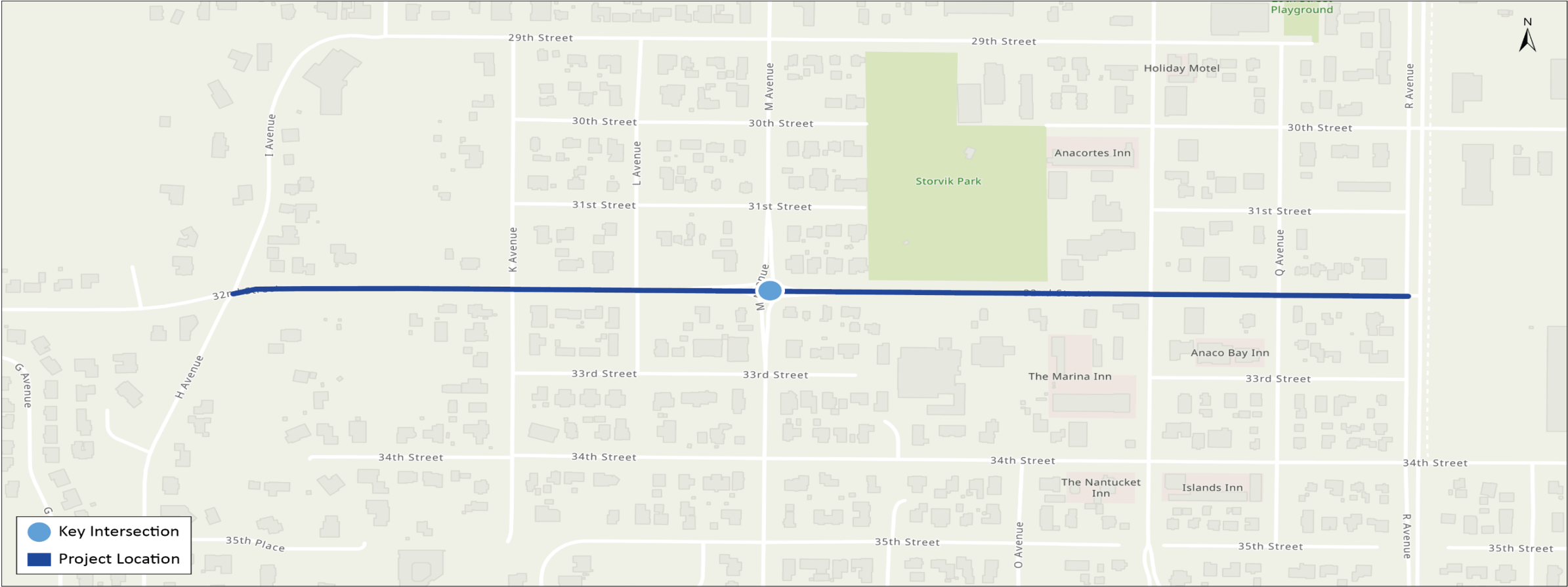
0.99 miles

Key Intersection Locations:

32nd Street at M Avenue

Project Location Map

Project ID: 5



Segment Information and Safety Analysis Areas Summary

Roadway Characteristics		Value	Why Was This Location Identified?	
Length (miles)		0.99	Historic Crashes	✓
Average Daily Traffic (vehicles per day)		5,223	Critical Crash Rate Differential	✓
Functional Classification		Collector	High Crash Network	✓
Roadway Ownership		City	Equity Review	✓
Urban/Rural Designation		Urban	Top 10 Roadway	✓
Number of Key Intersections		1	Identified by Stakeholders	

Segment Crash History

Crash History (2019 - 2023)		# of crashes	What Crash Types are Occurring?			
Fatal Crashes (K)		-	Angle	20	Left-Turn	2
Suspected Serious Injury Crashes (A)		1	Animal	-	Overturned	0
Suspected Minor Injury Crashes (B)		3	Hit Bicyclist	-	Hit Pedestrian	2
Possible Injury Crashes (C)		12	Guardrail	-	Rear-End	9
No Injury/PDO Crashes (O)		23	Hit Fixed Object	2	Run-Off-the-Road	1
Unknown		-	Head-On	-	Sideswipe	2
Total Crashes		39	Hit Parked Vehicle	1	Other	-

Washington Target Zero Emphasis Areas

High Risk Behavior		Crash Type/Location		Road User		Travel Modes	
Impairment	8%	Lane Departures	23%	Young Drivers	18%	Active Transportation	5%
Distraction	36%	Intersections	79%	Older Drivers	15%	Motorcyclist	-
Speeding	5%					Heavy Vehicles	5%
Unrestrained Occupants	3%						

Project Description/How is safety improved?

Proj. # 5

This project focuses on addressing angle crashes by recommending the following improvements: For the intersection of Commercial Avenue and 32nd Avenue, installing retroreflective backplates/borders on signal heads, changing permissive only signal heads to Flashing Yellow Arrows, including a Leading Pedestrian Interval, upgrading signs and pavement markings on paved approaches. Additional items include appropriately time the yellow change interval and coordinate with WSDOT on signal modifications. For the stop-controlled intersections, adding retroflected strins on stop sign posts is recommended.

This project description represents potential safety improvement strategies that could be implemented at this location, as well as other locations with similar conditions. Additional improvement strateqies could be considered subject to engineering analysis.

Proposed FHWA Proven Safety Countermeasures



Leading Pedestrian Interval



Backplates with Retroreflective Borders



Yellow Change Intervals



Road Safety Audit

Opinion of Probable Construction Cost

Segment Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Perform Road Safety Audits	0.4-0.9	All Crashes	1	LOC	\$ 25,000	\$ 25,000
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Intersection Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Install Retroreflective Backplates/Borders	0.85	All Crashes	8	EACH	\$ 275	\$ 2,200
Change a permissive only to Flashing Yellow Arrow	0.5 - 0.6	Left-Turn	1	INT	\$ 8,000	\$ 8,000
Include a Leading Pedestrian Interval (LPI)	0.87	Pedestrian	1	INT	\$ 3,000	\$ 3,000
Upgrade Signs and Pavement Markings (Paved Approach)	NA	All Crashes	8	LEG	\$ 3,000	\$ 24,000
						\$ -
Improvements Subtotal:						\$ 62,200
Mobilization: (% +/-)* 10%						\$ 6,220
Traffic Control: (% +/-) 5%						\$ 3,110
Items Not Estimated / Contingency: (% +/-) 30%						\$ 18,660
Estimate						\$ 90,190
Preconstruction Engineering/Design 12%						\$ 10,823
Utilities**						\$ -
ROW**						\$ -
Construction Engineering/Management 15%						\$ 13,529
Estimated Project Total:						\$ 115,000

*Mobilization is 10% +/- of the subtotal with a minimum of \$2,500 and a maximum of \$75,000

**To be evaluated during feasibility study/design

Additional Potential Improvements

Additional safety improvements not included due to availability of data, site-specific information, or agency and jurisdiction input may be considered. Additional countermeasures are listed below and a complete list is provided in the **Countermeasure Toolbox**.

Additional Improvements #1:

Appropriately Time the Yellow Change Interval

Additional Improvements #2:

Coordinate with Local Jurisdiction on Signal Modifications

Additional Improvements #3:

Retroflected Strips on Stop Sign Posts

Disclaimer: The cost estimates provided in this document are for comparison purposes only. Actual project costs will vary. The recommended safety improvement strategies were based on available data and reasonable engineering judgment and a more detailed assessment may suggest additional safety strategies that could be considered.

Project Information Sheet

Proj. # 6

Project Name:

22nd Street from M Avenue to Q Avenue

Date Prepared:

12/6/2024

Emphasis Areas:

Intersections, lane departures, young drivers, older drivers, distraction

Equity Review:

CEJST, ETC

Location Description

Roadway:

22nd Street

Length:

0.43 miles

From:

M Avenue

Key Intersection Locations:

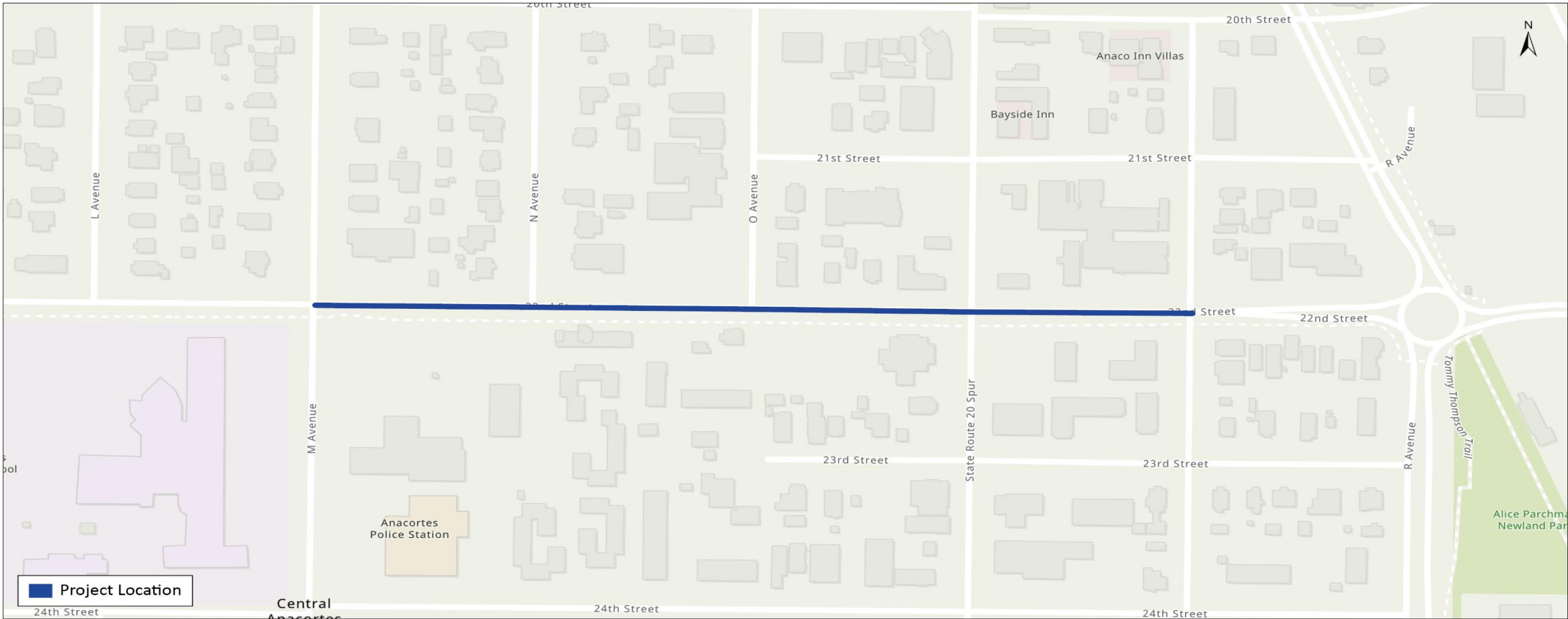
N/A

To:

Q Avenue

Project Location Map

Project ID: 6



Segment Information and Safety Analysis Areas Summary

Roadway Characteristics		Value	Why Was This Location Identified?	
Length (miles)		0.43	Historic Crashes	✓
Average Daily Traffic (vehicles per day)		2,158	Critical Crash Rate Differential	✓
Functional Classification		Collector	High Crash Network	✓
Roadway Ownership		City	Equity Review	✓
Urban/Rural Designation		Urban	Top 10 Roadway	✓
Number of Key Intersections		NA	Identified by Stakeholders	

Segment Crash History

Crash History (2019 - 2023)		# of crashes	What Crash Types are Occurring?			
Fatal Crashes (K)		-	Angle	6	Left-Turn	3
Suspected Serious Injury Crashes (A)		-	Animal	-	Overtaken	-
Suspected Minor Injury Crashes (B)		1	Hit Bicyclist	-	Hit Pedestrian	1
Possible Injury Crashes (C)		1	Guardrail	-	Rear-End	1
No Injury/PDO Crashes (O)		14	Hit Fixed Object	1	Run-Off-the-Road	-
Unknown		-	Head-On	-	Sideswipe	2
Total Crashes		16	Hit Parked Vehicle	2	Other	-

Washington Target Zero Emphasis Areas

High Risk Behavior		Crash Type/Location		Road User		Travel Modes	
Impairment	6%	Lane Departures	50%	Young Drivers	38%	Active Transportation	6%
Distraction	25%	Intersections	75%	Older Drivers	31%	Motorcyclist	-
Speeding	-					Heavy Vehicles	-
Unrestrained Occupants	6%						

Project Description/How is safety improved?

Proj. # 6

This project focuses on improving motorist safety by addressing intersection and lane departure related crashes with the following improvements: install retroreflective centerline and edge lines along the segment. For the intersection of Commercial Avenue and 22nd Street, install retroreflective backplates/borders on signal heads, change permissive only signal heads to Flashing Yellow Arrows, include a Leading Pedestrian Interval, and upgrade signs and pavement markings on paved approaches. Additional items include appropriately time the yellow change interval, coordinate with WSDOT on signal modifications, and retroflected strips on

This project description represents potential safety improvement strategies that could be implemented at this location, as well as other locations with similar conditions. Additional improvement strategies could be considered subject to engineering analysis.

Proposed FHWA Proven Safety Countermeasures



Leading Pedestrian Interval



Backplates with Retroreflective Borders



Yellow Change Intervals



Wider Edge Lines

Opinion of Probable Construction Cost

Segment Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Install 4" Retroreflective Centerline and Edge lines	0.76	Serious & Minor Injury	0.5	MILE	\$ 28,000	\$ 14,000
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Intersection Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Install Retroreflective Backplates/Borders	0.85	All Crashes	16	EACH	\$ 275	\$ 4,400
Change a permissive only to Flashing Yellow Arrow	0.5 - 0.6	Left-Turn	2	INT	\$ 8,000	\$ 16,000
Include a Leading Pedestrian Interval (LPI)	0.87	Pedestrian	2	INT	\$ 3,000	\$ 6,000
Upgrade Signs and Pavement Markings (Paved Approach)	NA	All Crashes	8	LEG	\$ 3,000	\$ 24,000
						\$ -
Improvements Subtotal:						\$ 64,400
Mobilization: (% +/-)* 10%						\$ 6,440
Traffic Control: (% +/-) 5%						\$ 3,220
Items Not Estimated / Contingency: (% +/-) 30%						\$ 19,320
Estimate						\$ 93,380
Preconstruction Engineering/Design 12%						\$ 11,206
Utilities**						\$ -
ROW**						\$ -
Construction Engineering/Management 15%						\$ 14,007
Estimated Project Total:						\$ 119,000

*Mobilization is 10% +/- of the subtotal with a minimum of \$2,500 and a maximum of \$75,000

**To be evaluated during feasibility study/design

Additional Potential Improvements

Additional safety improvements not included due to availability of data, site-specific information, or agency and jurisdiction input may be considered. Additional countermeasures are listed below and a complete list is provided in the **Countermeasure Toolbox**.

Additional Improvements #1:

Appropriately Time the Yellow Change Interval

Additional Improvements #2:

Coordinate with Local Jurisdiction on Signal Modifications

Additional Improvements #3:

Retroflected Strips on Stop Sign Posts

Disclaimer: The cost estimates provided in this document are for comparison purposes only. Actual project costs will vary. The recommended safety improvement strategies were based on available data and reasonable engineering judgment and a more detailed assessment may suggest additional safety strategies that could be considered.

Project Information Sheet

Proj. # 7

Project Name:

12th Street from K Avenue to Commercial Avenue

Date Prepared:

12/6/2024

Emphasis Areas:

Intersections, distraction, older drivers, young drivers, lane departures

Equity Review:

CEJST, ETC, Environmental Health Disparities, Health Disparities

Location Description

Roadway:

12th Street

Length:

0.54 miles

From:

K Avenue

Key Intersection Locations:

N/A

To:

Commercial Avenue

Project Location Map

Project ID: 7



Segment Information and Safety Analysis Areas Summary

Roadway Characteristics		Value	Why Was This Location Identified?	
Length (miles)		0.54	Historic Crashes	✓
Average Daily Traffic (vehicles per day)		12,606	Critical Crash Rate Differential	✓
Functional Classification		Principal Arterial	High Crash Network	✓
Roadway Ownership		City	Equity Review	✓
Urban/Rural Designation		Urban	Top 10 Roadway	
Number of Key Intersections		NA	Identified by Stakeholders	✓

Segment Crash History

Crash History (2019 - 2023)		# of crashes	What Crash Types are Occurring?			
Fatal Crashes (K)		-	Angle	10	Left-Turn	4
Suspected Serious Injury Crashes (A)		-	Animal	-	Overtaken	-
Suspected Minor Injury Crashes (B)		5	Hit Bicyclist	1	Hit Pedestrian	2
Possible Injury Crashes (C)		4	Guardrail	-	Rear-End	11
No Injury/PDO Crashes (O)		20	Hit Fixed Object	1	Run-Off-the-Road	-
Unknown		-	Head-On	-	Sideswipe	-
Total Crashes		29	Hit Parked Vehicle	-	Other	-

Washington Target Zero Emphasis Areas

High Risk Behavior		Crash Type/Location		Road User		Travel Modes	
Impairment	-	Lane Departures	21%	Young Drivers	21%	Active Transportation	10%
Distraction	24%	Intersections	79%	Older Drivers	24%	Motorcyclist	-
Speeding	-					Heavy Vehicles	0.03%
Unrestrained Occupants	-						

Project Description/How is safety improved?

Proj. # 7

This project focuses on improving pedestrian, bicycle, and motorist safety with the following improvements: installing a pedestrian hybrid beacon at the intersection of 12th Street and L Avenue. Install retroreflective backplates/border, change permissive only signal heads to Flashing Yellow Arrows, and include a Leading Pedestrian Interval at the intersection of 12th Street and Commercial Avenue. Additional items include appropriately timing the yellow change interval.

This project description represents potential safety improvement strategies that could be implemented at this location, as well as other locations with similar conditions. Additional improvement strategies could be considered subject to engineering analysis.

Proposed FHWA Proven Safety Countermeasures



Leading Pedestrian Interval



Pedestrian Hybrid Beacons



Backplates with Retroreflective Borders



Yellow Change Intervals



Road Safety Audit

Opinion of Probable Construction Cost

Segment Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Install Pedestrian Hybrid Beacons (PHB) or HAWK	0.712	Pedestrian	1	EACH	\$ 200,000	\$ 200,000
Perform Road Safety Audits	0.4-0.9	All Crashes	1	LOC	\$ 25,000	\$ 25,000
						\$ -
						\$ -
						\$ -
						\$ -
Intersection Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Install Retroreflective Backplates/Borders	0.85	All Crashes	8	EACH	\$ 275	\$ 2,200
Change a permissive only to Flashing Yellow Arrow	0.5 - 0.6	Left-Turn	1	INT	\$ 8,000	\$ 8,000
Include a Leading Pedestrian Interval (LPI)	0.87	Pedestrian	1	INT	\$ 3,000	\$ 3,000
						\$ -
						\$ -
Improvements Subtotal:						\$ 238,200
Mobilization: (% +/-)* 10%						\$ 23,820
Traffic Control: (% +/-) 5%						\$ 11,910
Items Not Estimated / Contingency: (% +/-) 30%						\$ 71,460
Estimate						\$ 345,390
Preconstruction Engineering/Design 12%						\$ 41,447
Utilities**						\$ -
ROW**						\$ -
Construction Engineering/Management 15%						\$ 51,809
Estimated Project Total:						\$ 439,000

*Mobilization is 10% +/- of the subtotal with a minimum of \$2,500 and a maximum of \$75,000

**To be evaluated during feasibility study/design

Additional Potential Improvements

Additional safety improvements not included due to availability of data, site-specific information, or agency and jurisdiction input may be considered. Additional countermeasures are listed below and a complete list is provided in the **Countermeasure Toolbox**.

Additional Improvements #1: Appropriately Time the Yellow Change Interval

Additional Improvements #2: _____

Additional Improvements #3: _____

Disclaimer: The cost estimates provided in this document are for comparison purposes only. Actual project costs will vary. The recommended safety improvement strategies were based on available data and reasonable engineering judgment and a more detailed assessment may suggest additional safety strategies that could be considered.

Project Information Sheet

Proj. # 8

Project Name:

Oakes Avenue from Anacopper Mine Road to G Avenue

Date Prepared:

12/6/2024

Emphasis Areas:

Intersections, distraction, lane departures, young drivers

Equity Review:

ETC

Location Description

Roadway:

Oakes Avenue

Length:

2.28 miles

From:

Anacopper Mine Road

Key Intersection Locations:

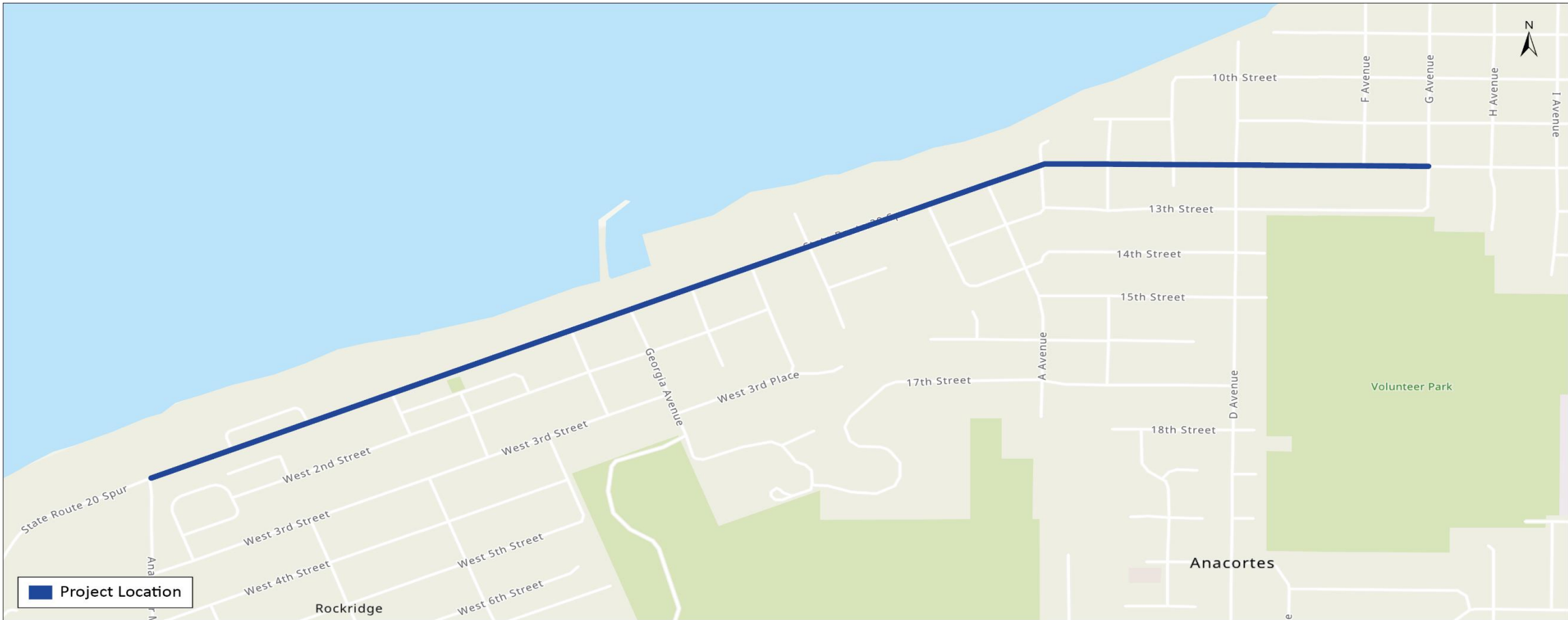
N/A

To:

G Avenue

Project Location Map

Project ID: 8



Segment Information and Safety Analysis Areas Summary

Roadway Characteristics		Value		Why Was This Location Identified?	
Length (miles)		2.28		Historic Crashes	✓
Average Daily Traffic (vehicles per day)		13,794		Critical Crash Rate Differential	
Functional Classification		Principal Arterial		High Crash Network	✓
Roadway Ownership		City		Equity Review	
Urban/Rural Designation		Urban		Top 10 Roadway	
Number of Key Intersections		NA		Identified by Stakeholders	✓

Segment Crash History

Crash History (2019 - 2023)		# of crashes		What Crash Types are Occurring?			
Fatal Crashes (K)		1		Angle	1	Left-Turn	2
Suspected Serious Injury Crashes (A)		1		Animal	4	Overtaken	-
Suspected Minor Injury Crashes (B)		9		Hit Bicyclist	1	Hit Pedestrian	1
Possible Injury Crashes (C)		13		Guardrail	-	Rear-End	33
No Injury/PDO Crashes (O)		28		Hit Fixed Object	7	Run-Off-the-Road	-
Unknown		1		Head-On	-	Sideswipe	3
Total Crashes		53		Hit Parked Vehicle	1	Other	-

Washington Target Zero Emphasis Areas

High Risk Behavior		Crash Type/Location		Road User		Travel Modes	
Impairment	9%	Lane Departures	26%	Young Drivers	25%	Active Transportation	4%
Distraction	32%	Intersections	36%	Older Drivers	9%	Motorcyclist	-
Speeding	2%					Heavy Vehicles	-
Unrestrained Occupants	2%						

Project Description/How is safety improved?

Proj. # 8

This project focuses on improving pedestrian, bicyclist, and motorist safety by addressing rear-end crashes with the following improvements: install driver feedback speed limit signs and install a separated bicycle lane. At the intersection of Oakes Avenue and D Avenue, install retroreflective backplates/borders, upgrade the existing crosswalk to a high-visibility crosswalk, and include a Leading Pedestrian Interval. Additional improvements include appropriately timing the yellow change interval and bicycle safety education campaigns.

This project description represents potential safety improvement strategies that could be implemented at this location, as well as other locations with similar conditions. Additional improvement strategies could be considered subject to engineering analysis.

Proposed FHWA Proven Safety Countermeasures



Variable Speed Limits



Backplates with Retroreflective Borders



Yellow Change Intervals



Bicycle Lanes



Crosswalk Visibility Enhancements

Opinion of Probable Construction Cost

Segment Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Install Driver Feedback Speed Limit Signs	NA	All Crashes	3	EACH	\$ 15,000	\$ 45,000
Install a Separated Bicycle Lane (Cycle Track or Multi-Use Pathway)	NA	Bicycle	2	MILE	\$ 1,286,000	\$ 2,572,000
						\$ -
						\$ -
						\$ -
						\$ -
Intersection Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Install Retroreflective Backplates/Borders	0.85	All Crashes	8	EACH	\$ 275	\$ 2,200
Upgrade Existing Crosswalk to High-Visibility Crosswalk	0.6 - 0.75	Pedestrian	2	XING	\$ 37,000	\$ 74,000
Include a Leading Pedestrian Interval (LPI)	0.87	Pedestrian	1	INT	\$ 3,000	\$ 3,000
						\$ -
						\$ -
Improvements Subtotal:						\$ 2,696,200
Mobilization: (% +/-)* 10%						\$ 75,000
Traffic Control: (% +/-) 5%						\$ 134,810
Items Not Estimated / Contingency: (% +/-) 30%						\$ 808,860
Estimate						\$ 3,714,870
Preconstruction Engineering/Design 12%						\$ 445,784
Utilities**						\$ -
ROW**						\$ -
Construction Engineering/Management 15%						\$ 557,231
Estimated Project Total:						\$ 4,718,000

*Mobilization is 10% +/- of the subtotal with a minimum of \$2,500 and a maximum of \$75,000

**To be evaluated during feasibility study/design

Additional Potential Improvements

Additional safety improvements not included due to availability of data, site-specific information, or agency and jurisdiction input may be considered. Additional countermeasures are listed below and a complete list is provided in the **Countermeasure Toolbox**.

Additional Improvements #1:

Appropriately Time the Yellow Change Interval

Additional Improvements #2:

Bicycle Safety Education Events

Additional Improvements #3:

Disclaimer: The cost estimates provided in this document are for comparison purposes only. Actual project costs will vary. The recommended safety improvement strategies were based on available data and reasonable engineering judgment and a more detailed assessment may suggest additional safety strategies that could be considered.

Project Information Sheet

Proj. # 9

Project Name:

SR 20 From Commerical Avenue to Anacortes City Limit

Date Prepared:

12/6/2024

Emphasis Areas:

Intersections, lane departures

Equity Review:

Outside of underserved area

Location Description

Roadway:

SR 20

Length:

7.01 miles

From:

Commerical Avenue

Key Intersection Locations:

SR 20 at SR 20 Spur

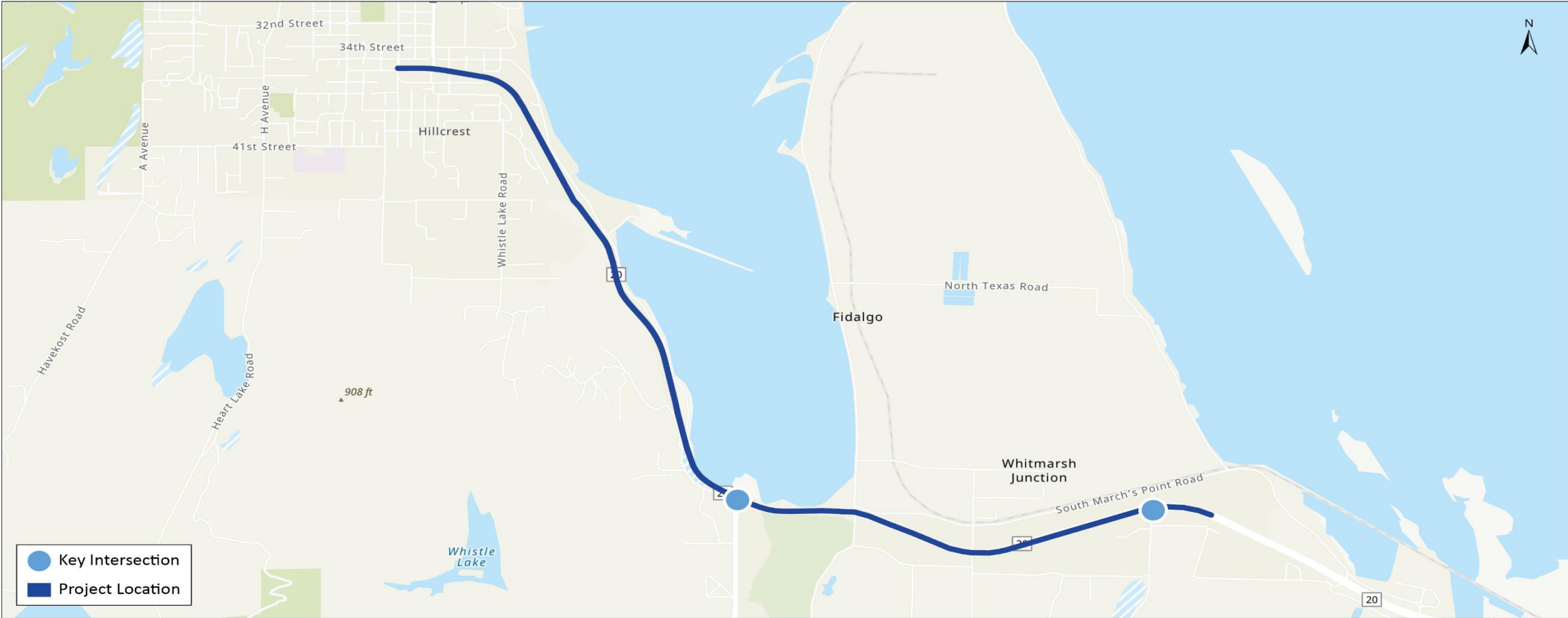
To:

Anacortes City Limit

SR 20 at Reservation Road

Project Location Map

Project ID: 9



Segment Information and Safety Analysis Areas Summary

Roadway Characteristics		Value	Why Was This Location Identified?	
Length (miles)		7.01	Historic Crashes	✓
Average Daily Traffic (vehicles per day)		28,635	Critical Crash Rate Differential	✓
Functional Classification		Principal Arterial	High Crash Network	✓
Roadway Ownership		WSDOT	Equity Review	✓
Urban/Rural Designation		Urban	Top 10 Roadway	✓
Number of Key Intersections		2	Identified by Stakeholders	✓

Segment Crash History

Crash History (2019 - 2023)		# of crashes	What Crash Types are Occurring?			
Fatal Crashes (K)		1	Angle	47	Left-Turn	27
Suspected Serious Injury Crashes (A)		6	Animal	11	Overturned	6
Suspected Minor Injury Crashes (B)		25	Hit Bicyclist	-	Hit Pedestrian	1
Possible Injury Crashes (C)		52	Guardrail	10	Rear-End	101
No Injury/PDO Crashes (O)		239	Hit Fixed Object	30	Run-Off-the-Road	19
Unknown		2	Head-On	1	Sideswipe	69
Total Crashes		325	Hit Parked Vehicle	1	Other	2

Washington Target Zero Emphasis Areas

High Risk Behavior		Crash Type/Location		Road User		Travel Modes	
Impairment	4%	Lane Departures	33%	Young Drivers	19%	Active Transportation	0.3%
Distraction	18%	Intersections	42%	Older Drivers	12%	Motorcyclist	2%
Speeding	11%					Heavy Vehicles	6%
Unrestrained Occupants	4%						

Project Description/How is safety improved?

Proj. # 9

This project focuses on improving motorist safety by addressing lane departure and intersection crashes with the following improvements: install driver feedback speed limit signs, install edge line rumble strips, and upgrade signs and pavements markings. At the intersections of SR 20 & R Avenue, SR 20 & Marches Point Road, SR 20 & Thompson Road, and SR 20 & Reservation Road, install retroreflective backplates/borders and change the permissive only signal heads to Flashing Yellow Arrows. Intersection improvements at SR 20 and Thompson Road include adding a westbound right-turn lane to reduce rear-end crashes. Intersection improvements have not been provided at SR 20 and SR 20 Spur due to recent intersection improvements. Additional improvements include appropriately time the yellow change interval an coordination with WSDOT on signal modifications.

This project description represents potential safety improvement strategies that could be implemented at this location, as well as other locations with similar conditions. Additional improvement strategies could be considered subject to engineering analysis.

Proposed FHWA Proven Safety Countermeasures


Variable Speed Limits


Backplates with Retroreflective Borders


Yellow Change Intervals


Leading Pedestrian Interval


Longitudinal Rumble Strips and Stripes on Two-Lane Roads


Dedicated Left and Right-Turn Lanes at Intersections


Wider Edge Lines

Opinion of Probable Construction Cost

Segment Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Install Driver Feedback Speed Limit Signs	NA	All Crashes	4	EACH	\$ 15,000	\$ 60,000
Install Edge line Rumble Strips	0.49 - 0.87	Fatal & Injury	7	MILE	\$ 9,000	\$ 63,000
Install 6" Edge line (Both Sides of Road)	0.64 - 0.88	All Crashes	7	MILE	\$ 11,000	\$ 77,000
						\$ -
						\$ -
						\$ -
Intersection Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Install Retroreflective Backplates/Borders	0.85	All Crashes	30	EACH	\$ 275	\$ 8,250
Change a permissive only to Flashing Yellow Arrow	0.5 - 0.6	Left-Turn	3	INT	\$ 8,000	\$ 24,000
Upgrade Signs and Pavement Markings (Paved Approach)	NA	All Crashes	15	LEG	\$ 3,000	\$ 45,000
Provide Right-Turn Lanes	0.74 - 0.86	All Crashes	1	LANE	\$ 113,000	\$ 113,000
						\$ -
Improvements Subtotal:						\$ 390,250
Mobilization: (% +/-)* 10%						\$ 39,030
Traffic Control: (% +/-) 5%						\$ 19,513
Items Not Estimated / Contingency: (% +/-) 30%						\$ 117,075
Estimate						\$ 565,868
Preconstruction Engineering/Design 12%						\$ 67,904
Utilities**						\$ -
ROW**						\$ -
Construction Engineering/Management 15%						\$ 84,880
Estimated Project Total:						\$ 719,000

*Mobilization is 10% +/- of the subtotal with a minimum of \$2,500 and a maximum of \$75,000

**To be evaluated during feasibility study/design

Additional Potential Improvements

Additional safety improvements not included due to availability of data, site-specific information, or agency and jurisdiction input may be considered. Additional countermeasures are listed below and a complete list is provided in the **Countermeasure Toolbox**.

Additional Improvements #1: Appropriately Time the Yellow Change Interval

Additional Improvements #2: Coordinate with Local Jurisdiction on Signal Modifications

Additional Improvements #3:

Disclaimer: The cost estimates provided in this document are for comparison purposes only. Actual project costs will vary. The recommended safety improvement strategies were based on available data and reasonable engineering judgment and a more detailed assessment may suggest additional safety strategies that could be considered.

Project Information Sheet

Proj. # 10

Project Name:

O Avenue from 15th Street to 3rd Street

Date Prepared:

12/6/2024

Emphasis Areas:

Intersections, older drivers

Equity Review:

CEJST, ETC, Environmental Health Disparities, Health Disparities

Location Description

Roadway:

O Avenue

Length:

0.93 miles

From:

15th Street

Key Intersection Locations:

O Avenue at 13th Street

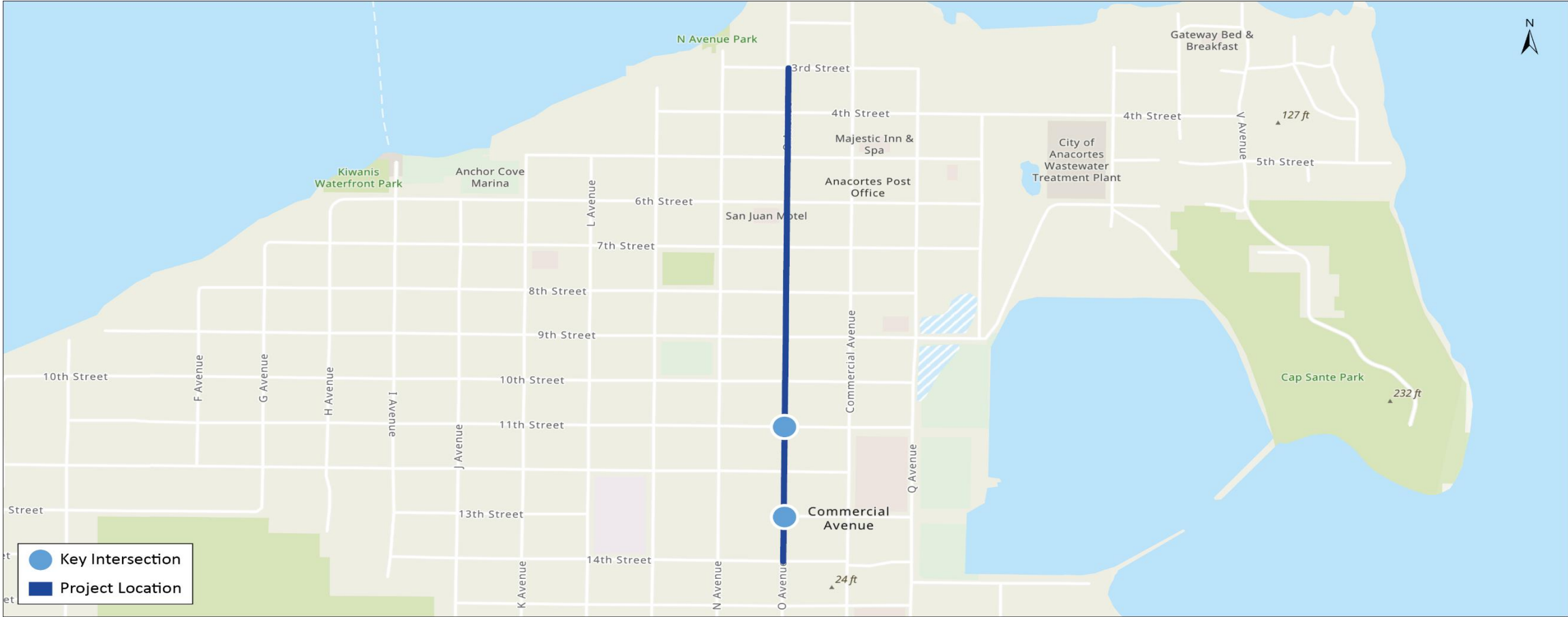
To:

3rd Street

O Avenue at 11th Street

Project Location Map

Project ID: 10



Segment Information and Safety Analysis Areas Summary

Roadway Characteristics		Value	Why Was This Location Identified?	
Length (miles)		0.93	Historic Crashes	✓
Average Daily Traffic (vehicles per day)		3,031	Critical Crash Rate Differential	✓
Functional Classification		Minor Arterial	High Crash Network	✓
Roadway Ownership		City	Equity Review	✓
Urban/Rural Designation		Urban	Top 10 Roadway	✓
Number of Key Intersections		2	Identified by Stakeholders	✓

Segment Crash History

Crash History (2019 - 2023)		# of crashes	What Crash Types are Occurring?			
Fatal Crashes (K)		-	Angle	15	Left-Turn	2
Suspected Serious Injury Crashes (A)		-	Animal	-	Overtaken	-
Suspected Minor Injury Crashes (B)		2	Hit Bicyclist	-	Hit Pedestrian	1
Possible Injury Crashes (C)		5	Guardrail	-	Rear-End	-
No Injury/PDO Crashes (O)		14	Hit Fixed Object	2	Run-Off-the-Road	-
Unknown		-	Head-On	-	Sideswipe	-
Total Crashes		21	Hit Parked Vehicle	1	Other	-

Washington Target Zero Emphasis Areas

High Risk Behavior		Crash Type/Location		Road User		Travel Modes	
Impairment	5%	Lane Departures	19%	Young Drivers	5%	Active Transportation	-
Distraction	19%	Intersections	90%	Older Drivers	38%	Motorcyclist	-
Speeding	-					Heavy Vehicles	5%
Unrestrained Occupants	-						

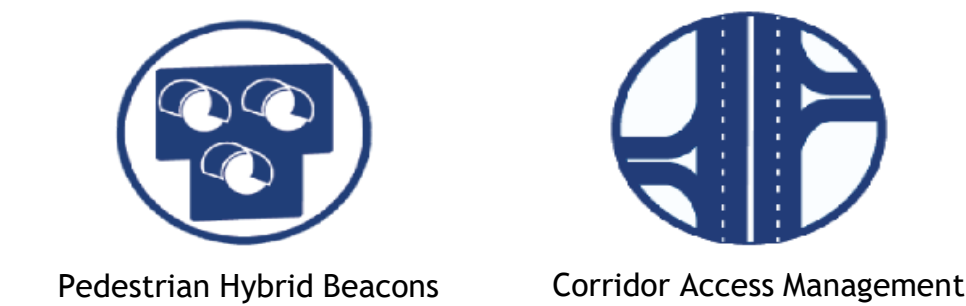
Project Description/How is safety improved?

Proj. # 10

This project focuses on improving pedestrian and motorist safety by addressing angle crashes at intersections and pedestrian involved crashes with the following improvements: installing a pedestrian hybrid beacon or HAWK signal at the intersection of O Avenue and 12th Street, installing retroreflective center and edge lines, corridor access management by driveway consolidation, and upgrading signs and pavements markings. Bulbouts are recommended at five locations with marked crosswalks and on-street parking. Additional items include retroflective strips on stop sign posts.

This project description represents potential safety improvement strategies that could be implemented at this location, as well as other locations with similar conditions. Additional improvement strategies could be considered subject to engineering analysis.

Proposed FHWA Proven Safety Countermeasures



Opinion of Probable Construction Cost

Segment Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Install Pedestrian Hybrid Beacons (PHB) or HAWK	0.712	Pedestrian	1	EACH	\$ 200,000	\$ 200,000
Corridor Access Management-Driveway Consolidation	0.69 - 0.75	Fatal & Injury	2	DRIVEW	\$ 7,000	\$ 14,000
Install 4" Retroreflective Centerline and Edge lines	0.76	Serious & Minor Injury	1	MILE	\$ 28,000	\$ 28,000
Traffic Calming - Bulbouts	0.68	All Crashes	20	EACH	\$ 37,000	\$ 740,000
						\$ -
						\$ -
Intersection Improvements						
Item Description	CMF	Applicable Crashes	QTY.	Unit	Unit Price	Item Cost
Upgrade Signs and Pavement Markings (Paved Approach)	NA	All Crashes	4	LEG	\$ 3,000	\$ 12,000
						\$ -
						\$ -
						\$ -
Improvements Subtotal:						\$ 994,000
Mobilization: (% +/-)* 10%						\$ 75,000
Traffic Control: (% +/-) 5%						\$ 49,700
Items Not Estimated / Contingency: (% +/-) 30%						\$ 298,200
Estimate						\$ 1,416,900
Preconstruction Engineering/Design 12%						\$ 170,028
Utilities**						\$ -
ROW**						\$ -
Construction Engineering/Management 15%						\$ 212,535
Estimated Project Total:						\$ 1,800,000

*Mobilization is 10% +/- of the subtotal with a minimum of \$2,500 and a maximum of \$75,000

**To be evaluated during feasibility study/design

Additional Potential Improvements

Additional safety improvements not included due to availability of data, site-specific information, or agency and jurisdiction input may be considered. Additional countermeasures are listed below and a complete list is provided in the **Countermeasure Toolbox**.

Additional Improvements #1: Retroflected Strips on Stop Sign Posts

Additional Improvements #2:

Additional Improvements #3:

Disclaimer: The cost estimates provided in this document are for comparison purposes only. Actual project costs will vary. The recommended safety improvement strategies were based on available data and reasonable engineering judgment and a more detailed assessment may suggest additional safety strategies that could be considered.

RESOLUTION 3175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON,

WHEREAS, the safety and well-being of our residents, visitors, and community stakeholders are of paramount importance, and

WHEREAS, the City recognizes the need for a proactive, coordinated, and data-driven approach to address traffic safety concerns and mitigate risks, and

WHEREAS, creating safe, user-friendly streets will encourage active transportation, improving population health, air quality, and overall public well-being, and

WHEREAS, the City has conducted extensive research with feedback from the community, law enforcement, city staff, and safety experts to develop a Comprehensive Safety Action Plan tailored to the needs and challenges of our city;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anacortes, Washington, as follows:

Section 1. The City of Anacortes will use the Comprehensive Safety Action Plan as a resource to plan Transportation Capital Facilities Projects to address the critical need for improved traffic safety across the city.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this _____ day _____.

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

Anacortes City Council
December 16, 2024

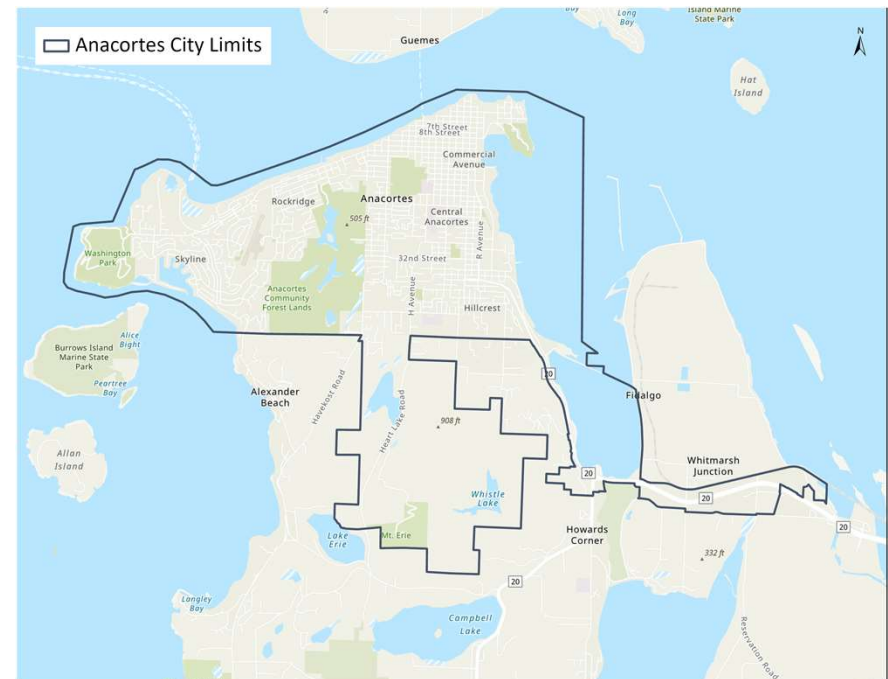


Safe Streets and Roads for All (SS4A)
**Comprehensive Safety
Action Plan**



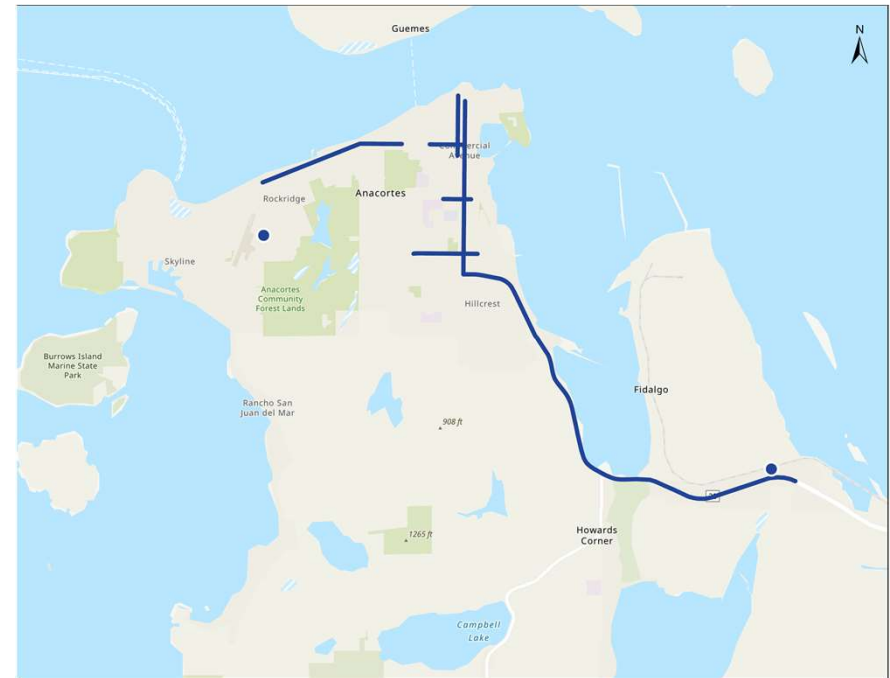
What and Why

- What
 - USDOT SS4A Grant
 - Safe System Approach
 - Prevent crashes and minimize harm
- Why
 - 5 deaths and 23 serious injuries
 - Alignment with WSDOT Target Zero
 - Necessary for implementation grants



Results

- 10 Locations
 - Reservation Rd at S Marches Point Rd
 - Anacopper Mine Rd/Penn. Ave at Airport Rd
 - Commercial Ave, SR 20 Spur to 12th St
 - Commercial Ave, 12th St to 4th St
 - 32nd St, H Ave to R Ave
 - 22nd St, M Ave to Q Ave
 - 12th St, K Ave to Commercial
 - Oakes Ave, Anacopper Mine Rd to G Ave
 - SR 20, Commercial Ave to City Limit
 - O Ave, 15th St to 3rd St





City Council Agenda Bill

Meeting Date: December 16, 2024 **Agenda Item:** 8.c.

Agenda Item Title: 4th Quarter Finance Update

Staff Contact(s): Steve Hoglund

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

Greg Francioch
Steve Hoglund

Staff Report

Item Summary: Fourth quarter Finance update, the data shown is through November month end, not inclusive of the 4Q budget amendment. Generally revenues and expenditures are tracking to established budget expectations, however it is noted that sales tax was budgeted to be down 10% compared to FY 2023 and it is down 4%;

Budget Impact:

The majority of revenue and expenditure streams are meeting expectations, which includes sales tax revenues being down compared to the prior year (2023) which had revenues decreased compared to the prior year (2022). Utility tax overall is slightly up compared to PY.

Previous Action: The 2024 budget was adopted by [Ordinance 4064](#).

Recommended Motion: NA

Alternative Actions: NA

Attachments (listed in order presented):

1. Major Funds Nov 2024
2. 4Q Finance Update 12.16.24

CITY OF ANACORTES

ALL FUNDS

Revenues/Expenditures

November 2024

		2024 Adj Budget	Year to date Actuals	0.9%	Cash Balance	Fund Balance Budget
001	GENERAL FUND					
	Revenue	35,673,625	28,636,455	80%	11,404	Operating
	Expenditure	35,693,190	35,439,852	99%	4,802,026	Rainy Day
	Difference	-19,565	-6,803,397		933,858	IT Reserve
101	PARK & RECREATION					
	Revenue	2,653,360	2,106,141	79%	915,697	
	Expenditure	2,653,360	2,407,952	91%		
	Difference	0	-301,811			
102	CEMETERY					
	Revenue	319,855	237,583	74%	229,932	
	Expenditure	319,855	268,060	84%		
	Difference	0	-30,478			
103	LIBRARY					
	Revenue	1,835,174	1,731,002	94%	850,704	
	Expenditure	1,835,174	1,618,753	88%		
	Difference	0	112,249			
104	STREET MAINTENANCE					
	Revenue	3,373,319	1,788,015	53%	-2,710	
	Expenditure	3,681,821	3,423,127	93%		
	Difference	-308,502	-1,635,112			
105	STREET CONSTRUCTION					
	Revenue	7,318,654	3,866,305	53%	61,409	
	Expenditure	7,318,654	4,934,986	67%		
	Difference	0.00	-1,068,680			
107	WASHINGTON PARK					
	Revenue	340,561	346,976	102%	229,538	
	Expenditure	340,561	331,795	97%		
	Difference	0	15,181			
108	PARKS CAPITAL					
	Revenue	1,620,000	481,935	30%	-104,605	
	Expenditure	1,620,000	566,445			
	Difference	0	-84,510			
109	AFFORDABLE HOUSING					
	Revenue	639,997	536,972	84%	126,392	
	Expenditure	639,997	668,655			
	Difference	0	-131,683			
112	DEVELOPMENT IMPACT FEES					
	Revenue	257,000	69,844		48,700	Roads
	Expenditure	257,000			202,018	Parks
	Difference	0	69,844		403,104	Fire

CITY OF ANACORTES

ALL FUNDS

Revenues/Expenditures

November 2024

	2024 Adj Budget	Year to date Actuals	0.9%	Cash Balance	Fund Balance Budget
113 ACFL MANAGEMENT FUND					
Revenue	41,864	1,079	3%	509,063	43,637
Expenditure	41,864	39,954	95%		
Difference	0	-38,875			
135 LODGING TAX					
Revenue	559,367	495,710	89%	1,736,229	
Expenditure	559,367	208,897	37%		
Difference	0	286,812			
335 REET					
Revenue	2,141,000	1,301,385	61%	3,477,107	REET 1
Expenditure	2,141,000		0%	893,501	REET 2
Difference	0	1,301,385			
401 WATER				October 83%	
Revenue	19,337,327	20,302,317	105%	Chgs budg	13,472,445
Expenditure	19,337,327	15,860,195	82%	Actuals:	13,601,231
Difference	0	4,442,122		% collected:	101.0%
				\$ 4,000,000	IF Loan Rec
				\$ 7,208,568	Operating
				\$ 1,501,202	Rainy Day
				\$ 18,946,568	Capital
440 SEWER					
Revenue	20,565,165	15,587,802	76%	Chgs budg	9,286,503
Expenditure	20,565,165	16,896,243	82%	Actuals:	7,738,232
Difference	0	-1,308,441		% collected:	83.3%
				\$ 3,570,368	Operating
				\$ 1,073,407	Rainy Day
				\$ 6,976,783	Capital
445 STORM DRAIN					
Revenue	2,418,880	2,199,199	91%	Chgs budg	2,005,924
Expenditure	2,418,880	1,982,108	82%	Actuals:	2,029,047
Difference	0	217,091		% collected:	101.2%
				\$ 1,762,611	Operating
				\$ 216,255	Rainy Day
				\$ 58,465	Capital
450 SANITATION					
Revenue	6,775,331	5,907,664	87%	\$ 1,370,674	Operating
Expenditure	6,775,331	5,450,615	80%	\$ 605,218	Rainy Day
Difference	0	457,049			
501 EQUIPMENT RENTAL FUND				4,436,218	IF Loan Rec
Revenue	3,697,492	3,216,516	87%	\$ 2,310,024	Operating
Expenditure	3,697,492	2,455,442	66%	\$ 8,639,127	Capital
Difference	0	761,074			



4Q Finance Update

All data as of November Month end
except where noted.





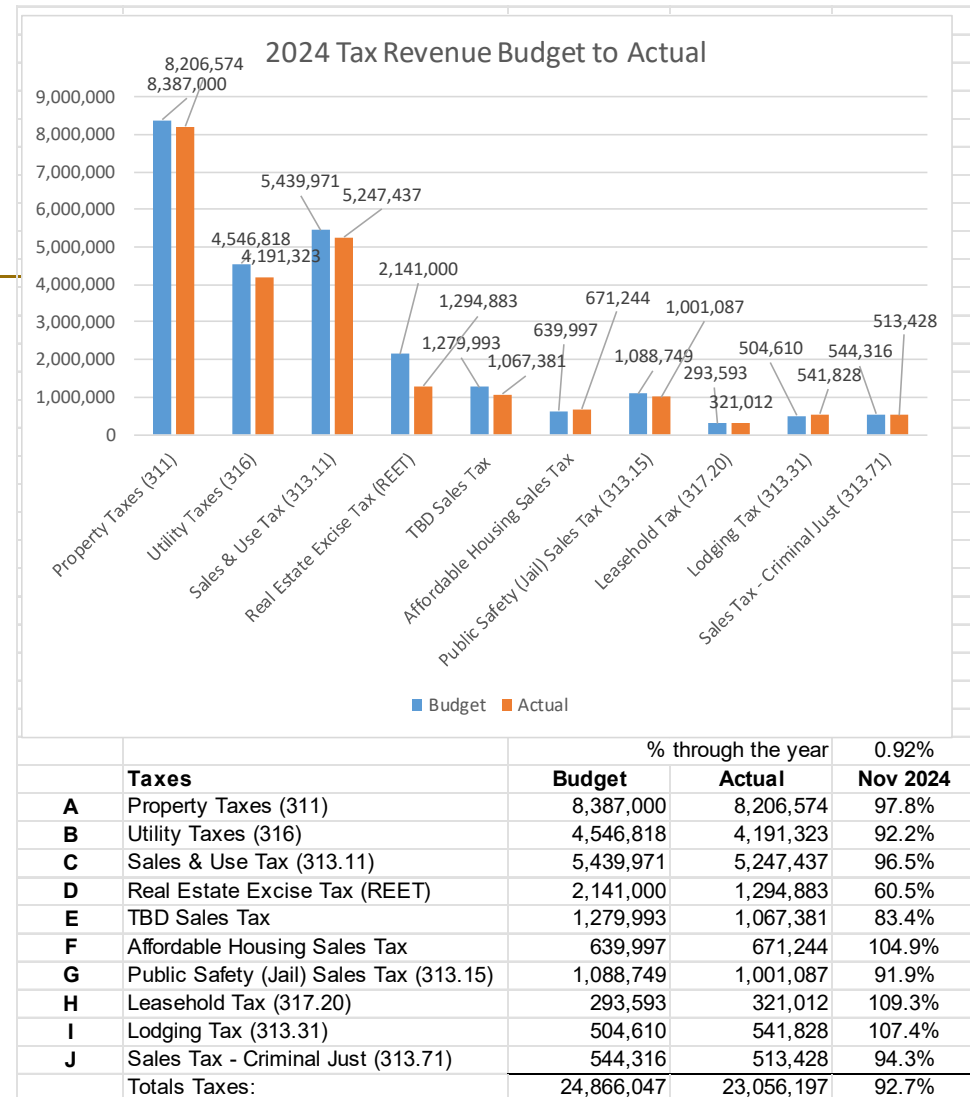
Tax Revenue Status

The 3 Primary tax revenue streams:

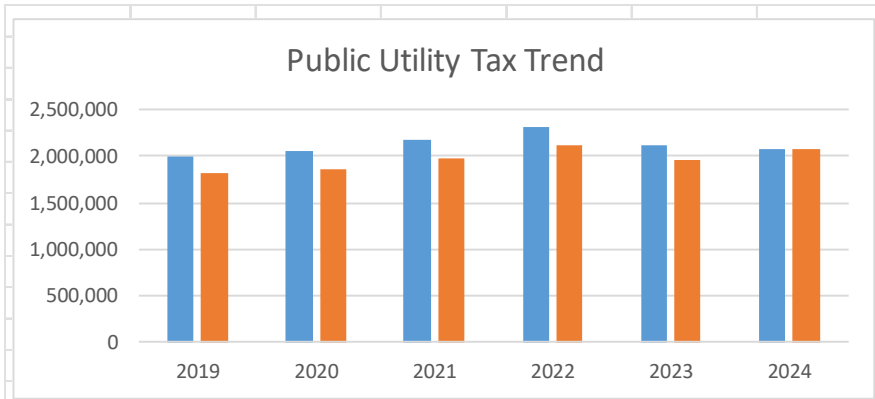
- Property tax receipts are \$8.2M against a budget of \$8.387M, or 97.8% collected.
- Utility tax receipts are \$4.191M against a budget of \$4.546M, or 92.2%
- Sales tax receipts are \$5.247M against a budget of \$5.44M, 96.2%

Overall Tax Collections

- A.** Property Tax, the largest tax revenue stream of the City. Unrestricted, can be used for the general operation of the City.
- B.** Utility Tax, combined private and public utility tax revenue streams. Unrestricted, can be used for the general operation of the City.
- C.** Total rate of 8.8%, 6.5% goes to the State. Unrestricted, can be used for the general operation of the City.
- D.** REET restricted per RCW 82.46.10, and 82.46.35
- E.** 2/10ths of 1% voted sales tax restricted to maintain city roadways.
- F.** 1/10th of 1% voted sales tax restricted to provide affordable housing services to certain low income citizens.
- G.** 3/10ths of 1% voted sales tax restricted to help pay for the County Jail.
- H.** Leasehold Tax is in lieu of property tax collected on leased property. Can be used for the general operation of the City.
- I.** Lodging Tax restricted to promotion and operation of tourism related events.
- J.** 1/10th of 1% sales tax that goes to the County and redistributed back to the City on a per capita basis, restricted for criminal justice use.

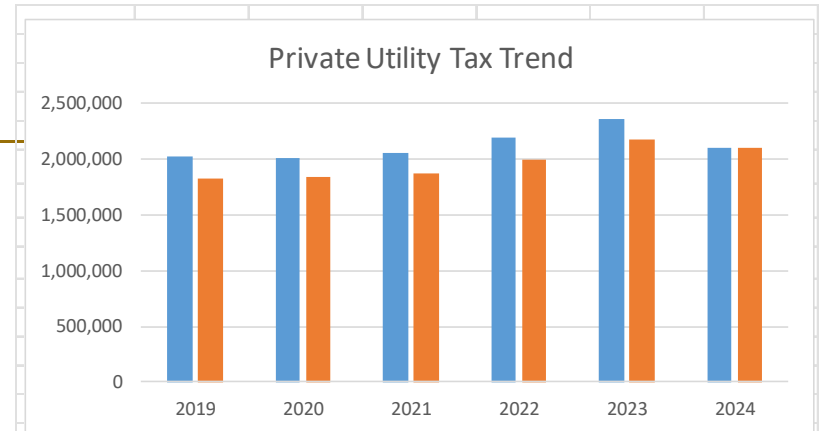


Utility Tax



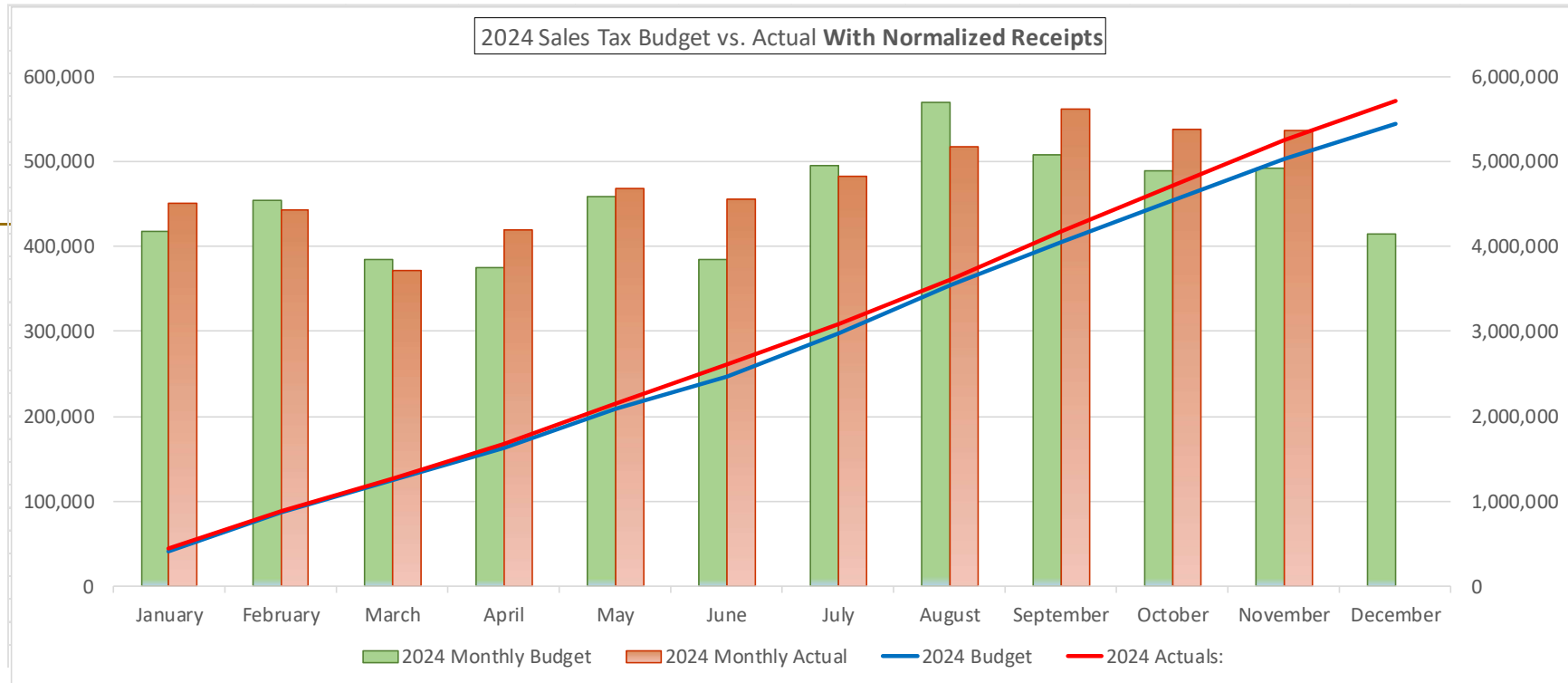
	2019	2020	2021	2022	2023	2024
January	169,706	166,039	166,845	198,864	170,830	183,571
February	156,981	164,195	163,954	181,496	159,401	176,351
March	159,656	161,558	176,574	207,367	171,802	182,958
April	159,659	164,608	182,475	190,051	174,614	187,542
May	174,565	167,864	176,085	189,610	184,006	191,403
June	174,048	166,318	181,104	186,552	181,358	181,051
July	175,780	167,981	202,195	194,505	183,652	202,169
August	179,595	178,523	186,416	206,351	178,063	206,909
September	143,733	176,387	190,675	189,285	190,888	191,745
October	170,022	192,061	185,113	195,719	178,345	203,238
November	153,202	160,687	176,047	179,497	180,745	180,745
December	178,279	186,553	186,811	199,320	166,105	
Total	1,995,225	2,052,775	2,174,294	2,318,616	2,119,809	2,087,681
Jan - Nov	1,816,946	1,866,222	1,987,483	2,119,297	1,953,703	2,087,681
Change to prior YTD		2.7%	6.5%	6.6%	-7.8%	6.9%

November Public UT is estimated



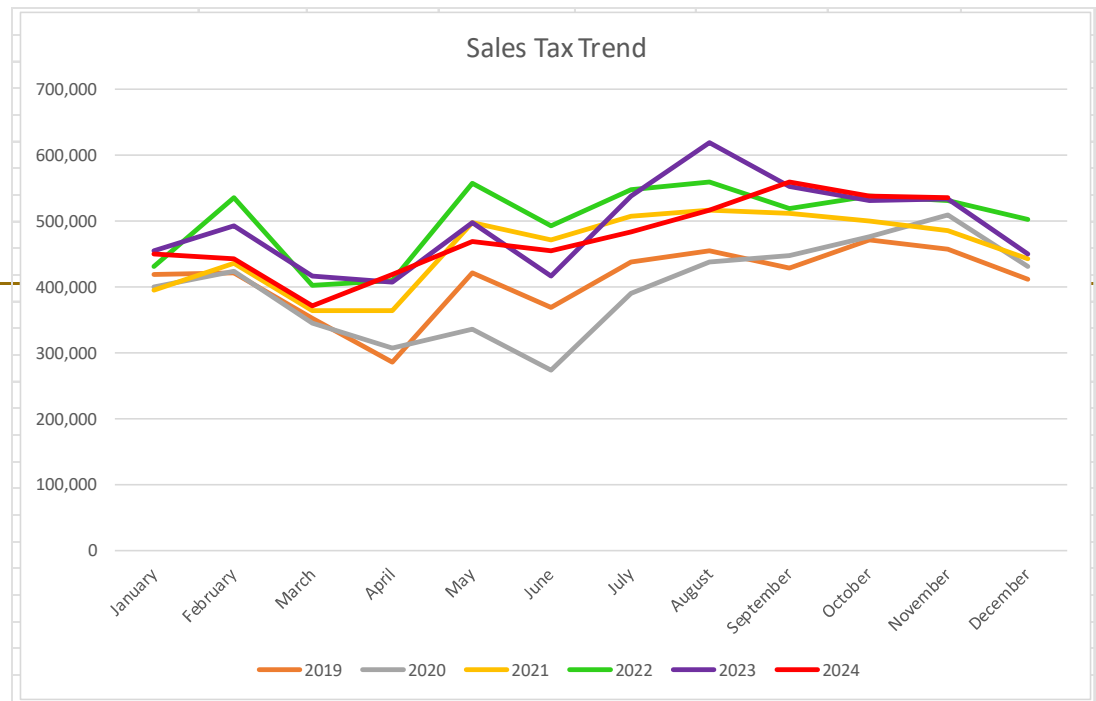
	2019	2020	2021	2022	2023	2024
January	203,068	202,313	210,833	225,393	261,361	235,764
February	192,484	219,178	203,490	259,099	252,759	256,648
March	210,623	193,011	195,627	209,601	237,685	236,223
April	200,246	202,350	205,790	222,309	265,299	246,521
May	156,765	180,309	186,862	193,623	201,403	200,621
June	154,311	141,553	146,662	169,743	179,151	178,181
July	149,919	148,136	142,908	160,672	165,304	147,933
August	135,620	141,887	140,856	142,167	151,008	156,787
September	132,439	131,839	135,977	139,069	147,345	155,738
October	137,959	132,075	144,220	142,916	155,562	156,561
November	144,836	146,404	154,306	134,304	152,613	132,664
December	209,136	172,431	178,539	195,300	189,590	
Total	2,027,405	2,011,485	2,046,070	2,194,197	2,359,079	2,103,642
Jan - Nov	1,818,269	1,839,054	1,867,531	1,998,897	2,169,489	2,103,642
Change to prior YTD		1.1%	1.5%	7.0%	8.5%	-3.0%

Sales Tax BVA



	January	February	March	April	May	June	July	August	September	October	November	December
2024 Budget	418,264	871,820	1,256,493	1,631,002	2,089,921	2,474,068	2,968,678	3,537,380	4,045,613	4,534,711	5,026,218	5,439,971
2024 Actuals:	451,111	893,731	1,266,172	1,686,071	2,154,671	2,610,456	3,093,507	3,611,402	4,172,526	4,710,666	5,247,437	5,703,735
2024 Monthly Budget	418,264	453,555	384,674	374,509	458,919	384,147	494,610	568,702	508,233	489,098	491,507	413,753
2024 Monthly Actual	451,111	442,620	372,440	419,899	468,600	455,785	483,052	517,895	561,124	538,140	536,770	
Total Prior Year	454,978	948,344	1,366,782	1,774,164	2,273,364	2,691,230	3,229,254	3,847,874	4,400,716	4,932,745	5,467,395	5,917,465
Change to PY	(3,866)	(54,613)	(100,611)	(88,093)	(118,693)	(80,774)	(135,747)	(236,472)	(228,191)	(222,079)	(219,958)	
Revenue change from prior	-0.8%	-5.8%	-7.4%	-5.0%	-5.2%	-3.0%	-4.2%	-6.1%	-5.2%	-4.5%	-4.0%	
2023 Monthly Actual	454,978	493,366	418,439	407,381	499,200	417,866	538,024	618,620	552,843	532,029	534,649	450,070

Sales Tax Trend



	2018	2019	2020	2021	2022	2023	2024
January	391,598	420,175	400,099	396,463	430,965	454,978	451,111
February	417,159	421,673	423,337	437,146	536,144	493,366	442,620
March	348,395	353,636	346,823	365,464	404,203	418,439	372,440
April	336,990	287,158	307,729	364,730	410,901	407,381	419,899
May	437,549	422,952	335,461	498,122	557,907	499,200	468,600
June	435,146	369,676	275,574	471,508	493,751	417,866	455,785
July	472,366	437,794	391,368	507,387	547,968	538,024	483,052
August	482,490	454,723	439,209	518,037	559,209	618,620	517,895
September	478,476	429,701	447,841	513,138	519,441	552,843	561,124
October	480,657	472,714	477,759	500,010	539,090	532,029	538,140
November	439,992	458,568	510,712	486,642	531,069	534,649	536,770
December	405,194	412,861	431,157	444,329	502,643	450,070	
Total	5,126,010	4,941,631	4,787,068	5,502,976	6,033,290	5,917,465	5,247,437
Jan - Nov History:	4,720,817	4,528,769	4,355,911	5,058,647	5,530,647	5,467,395	5,247,437
YTD Change from prior year		-4.1%	-3.8%	16.1%	9.3%	-1.1%	-4.0%



City Council Agenda Bill

Meeting Date: December 16, 2024 **Agenda Item:** 8.d.

Agenda Item Title: Ordinance 4094: Fourth Quarter Budget Amendment

Staff Contact(s): Steve Hoglund

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

Greg Francioch
Steve Hoglund
Darcy Swetnam

Ordinance

Item Summary: Several areas of the 2024 budget could exceed budget authority without an amendment, including the General fund due to the the 4.5M LOC credit payoff which was not budgeted due to the Finance Director not correctly recognizing that the modified accrual method of accounting should be used; and Washington Park which exceeded supplies purchased due to higher levels of activity than was anticipated; and the Affordable Housing fund ending FY 2023 with cash in fund balance due to timing of receipts and expenditures to the AHA and the AFC; and the ACFL fund having to remove dangerous trees and use a consultant in relation to the Mt Erie Tower lease; and the Outfall project in the Wastewater fund needs to be amended to match the CFP that was recently amended by council.

Budget Impact:

\$15,628,000

Previous Action: [Ordinance 4064](#) adopting budget; amending [Ordinance 4077](#); amending [Ordinance 4085](#)

Recommended Motion: I move to adopt ordinance 4094 amending the 2024 budget

Alternative Actions: do not adopt, direct staff as to next steps

Attachments (listed in order presented):

1. Amending ordinance 4094 4Q24

ORDINANCE 4094

AN ORDINANCE AMENDING ORDINANCE NO. 4064 ADOPTED ON DECEMBER 18, 2023, ENTITLED "AN ORDINANCE ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES AND USES FOR THE YEAR 2024"

WHEREAS, Ordinance 4064 was adopted on December 18, 2023 that established the annual budget for fiscal year 2024, and

WHEREAS, The Line of Credit to of \$4.5M was processed in the City accounting system at the time the LOC was paid off using accrual accounting methods, which processes debt principal payments on the balance sheet only, but the General Fund was the holder of the debt and therefore modified accrual should have been used to process the principal payment through the operating statement which would require \$4.5M in budget authority as an operating expense, and it is noted this does not affect the cash position of the fund, only the budget position, and

WHEREAS, Washington Park experienced a higher level of activity during the year than was anticipated during budget development, and therefore more supplies were purchased during the year, which was offset with more revenues, which are subject to taxation by the state, and therefore also require a higher level of budget to accommodate the actual level of activity, and

WHEREAS, the Affordable Housing fund ended the prior year a cash balance to the timing of revenue accruals and actual payment of those revenues to the subrecipient, therefore that prior year cash was expended during the current causing the fund to exceed its budgeted level of activity, and

WHEREAS, the Anacortes Community Forestland Fund (ACFL) removed some hazardous trees and utilized a consultant related to the Mt Erie tower lease that were not anticipated at the time of budget development, and

WHEREAS, the Outfall project in the Wastewater fund requires an amendment to keep the budget consistent with the current CFP as amended by Council Authorization.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Anacortes, Washington, as follows:

001.260.592.32.70	Debt Service Principal	4,500,000	
001.000.308.90.00	Fund Balance (interfund loan)		4,500,000
107.410.576.30.31	Supplies	10,000	
107.410.576.30.34	Supplies for Resale (Firewood)	3,000	
107.410.576.30.44	Taxes	2,000	
107.410.362.31.10	Park user fees		15,000
109.000.551.00.41	Professional Services	110,000	
109.000.308.90.00	Fund Balance		110,000
113.410.576.90.411	Professional Services	3,000	
113.410.308.90.00	Fund Balance		3,000
440.760.594.35.63	Outfall Project	11,000,000	
440.000.308.90.00	Fund Balance		11,000,000

Section 1. Ordinance No. 4064 dated December 18th, 2023 adopting the Budget for all Municipal purposes and Uses for the fiscal year 2024 is hereby amended to reflect aforementioned revisions to expenditures and revenues in the following areas:

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

PASSED AND APPROVED THIS 16th day of December, 2024.

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: December 16, 2024 **Agenda Item:** 8.e.

Agenda Item Title: Resolution 3174: Updating the Unified Fee Schedule

Staff Contact(s): Steve Hoglund, Rhonda Peck

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

Greg Francioch
Steve Hoglund
Darcy Swetnam

Resolution

Item Summary: January 1st of each year, the fees and charges for utilities set out in this resolution shall be indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton—All Urban Wage Earners (CPI-U) for the previous October, or other comparable index if not published.

Budget Impact:

Rates adjusted by October CPI which was reported at 2.9%

Previous Action:

Recommended Motion: I make a motion to approve resolution 3174 updating the Unified Fee Schedule

Alternative Actions: Do not authorize increase, direct as to next steps.

Attachments (listed in order presented):

1. UFS - 2025-01-01
2. Resolution 3174



Unified Fee Schedule

As adopted by:
Resolution 3174 December 16th, 2024
Effective January 1st, 2025

Index:

General

Utility Discount Program

Fiber

Water

Sewer

Solid Waste

Storm

Impact Fees

Engineering & Development Fees

Planning, Community & Economic Development Department

Parks Fees

Cemetery Fees

General Provisions applicable to all City fees and charges

Resolution 3174 December 16th, 2024

Unless otherwise noted	
	Rates Effective 1/1/2025
City ACH Autopay and Paperless Billing Discount	\$ 2.00
This does not include autopay thru Paymentus or a bank bill pay service. Only direct debit from a checking or savings account setup thru the City directly.	
Credit Card Fee	3.00%
Fee is applied to the total purchase if using a credit card. This is less than the average cost to accept this payment type.	
Service Fee	\$ 75.00
Charged to all accounts and services if unpaid after 'shut-off' deadline.	
Service Charge Reduction for Low-Income Residential Customers	
Available for Water, Sewer, Solid Waste, Storm, and Fiber service charges.	
See AMC 13.44.020 for more details.	
NSF Fees for Utility Billing	
First offense	\$ 25.00
Each additional offense, rate is increased by \$25	
For example, the third offense is \$75	
For all rate purposes:	
“Single-family residence” is defined as a building containing one kitchen, designed and/or used to house not more than one family, including all necessary employees of such family, such building having a single sewer service connection. Manufactured homes occupying a separate lot and providing permanent housing with a separate sewer connected shall be classified as a single-family residence.	
“Multiple-family residence” is defined as a building or a group of buildings housing two or more families, living independently of each other, a family being defined as one or more persons living as a single housekeeping unit or household with sewer service being provided through not more than one sewer connection.	

Utility Discount Program Information

Resolution 3174 December 16th, 2024

The City of Anacortes has a Utility Discount Program for eligible customers. We offer those who qualify a 30% discount on their City of Anacortes Utility Bill on the water, storm, sewer, refuse, recycling, organics and fiber. The discount may only be applied to residential customer accounts.

More information can be found on our website: <https://anacorteswa.gov/187/Utility-Discount-Program>

Eligibility Guidelines

To be eligible for UDP (Must renew by May 31st every year), applicants must meet the following:

- Your total household income in the monthly period prior to applying meets the income guidelines
- You are the homeowner of the service address or the property owner/manager has designated you to pay the utility bill and your name appears on the City of Anacortes Utility Bill
- Complete and provide all required documentation

Please review AMC chapter 3.50 for all details

Please submit the application and provide the necessary documentation requested on this form below:

[Utility Discount Program - Submission Form](#)

If you need to speak with someone or need help completing the application, please email, or call 360.293.1909.

Office hours are Monday through Friday from 8 a.m. to 4 p.m. (except for City holidays).

Financial Assistance

If you are having trouble making your utility payment, agencies are available to assist you. You may contact Washington Community 211 for assistance referrals, by simply dialing 211 from your phone. Salvation Army, local churches, and even your neighbor may be there to help you. We take funds from anyone. Please reach out to those who can help.

FIBER

Resolution 3174 December 16th, 2024

Fiber internet service will be billed monthly.

For customers who own the property where internet service is provided, internet will be billed on the same bill as other utilities provided at the same address. Customers who do not own the property at which service is provided will be billed on a separate bill.

Access Anacortes Fiber Internet

Service	Long Term Contract Required	Monthly Service	Monthly Optional Services		Installation Charge*
			Managed Wi-Fi Router	Managed Wi-Fi Router with Extender	
Residential, 100 Mbps	No	\$ 39	\$ 10	\$ 20	\$ 100
Residential, 1 Gbps	No	\$ 69	\$ 10	\$ 20	\$ 100
Business, 100 Mbps	Yes	\$ 89	\$ 10	\$ 20	\$ 100
Business, 1 Gbps	Yes	\$ 149	\$ 10	\$ 20	\$ 100

*Includes applicable sales tax.

Static IP addresses

IPv6	No Charge
IPv4, 1 usable address	\$ 9
IPv4, 5 usable addresses	\$ 20
IPv4, more than 5 usable addresses to be negotiated on an individual case basis	

Unreturned Equipment Fee	\$75 fee for equipment not returned within 15 days of changing or canceling service.	
Service Suspension	\$20 per month	Available to residential customers or business class customers who have fulfilled their 12 month contract Service suspension must be a minimum of 60 days
Customer-Caused Service Call	The charges will apply to configuring customer-owned equipment and repairing customer-caused damage to city-owned equipment. \$50 per hour per technician During regular City work hours \$75 per hour per technician Outside of regular City work hours	

Services Yet To Be Priced

- Dedicated Internet Access
- Ethernet circuits (point-to-point, point-to-multipoint)
- Dark fiber

WATER

Resolution 3174 December 16th, 2024

Regular water rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

CPI-U All items in Seattle-Tacoma-Bellevue, WA | October 2023 - October 2024 2.954%

The amount billed includes a fee or tax up to 7% calculated on the gross revenue of the water utility.

Water Residential and Commercial Charges

Monthly Fixed Charge

Meter Size (Inches)

5/8 x 3/4 & 3/4

1

1 1/2

2

3

4

6

8

Monthly Consumption Charge

All consumption per cubic foot (CF)

All consumption per gallon*

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

~Base rates and consumption rates are subject to a 50% surcharge for out of City limits service

Water General Facilities Charges~

Meter Size (Inches)

5/8 x 3/4 & 3/4

1

1 1/2

2

3

4

~ Outside City Limits rate is 1.5x the In-City rate.

Water Agriculture Irrigation

Agriculture Meter (double check)

Agriculture Consumption Rate

Rates Effective 1/1/2025

Residential

Commercial

Multi-Family

\$

26.90

\$

40.40

\$

30.07

\$

44.94

\$

67.46

\$

89.59

\$

134.52

\$

-

\$

143.42

\$

215.34

\$

430.68

\$

673.09

\$

1,346.58

\$

2,154.60

\$

1,603.47

Residential

Commercial

Multi-Family

\$

0.02850

\$

0.04283

\$

0.03194

\$

0.00381

\$

0.00573

\$

42.48000

GFC In-City

\$

10,442

\$

26,105

\$

52,211

\$

83,537

\$

167,075

\$

261,054

GFC, Out of City Limits

\$

15,663

\$

526.55

\$

3,015

Per Million Gallons

\$

0.0226

Per Cubic Foot

Water Additional Fees

Meter Installation Fee, up to 1" (For non typical installations, as determined by City)
Meter Installation Fee deposit, greater than 1" (For non typical installations, as determined by City)
Standpipe Water Charges
Construction Meter Charges
Flat fee up to 60 days, up to 1000CF, billed at standpipe rate after CF cap.
Water service fee*
After hours additional water service fee*
City ACH Autopay and Paperless Billing Discount*

Rates Effective 1/1/2025		
\$	1,359.54	
\$	1,393.48	towards install cost
\$	0.04974	Per Cubic Foot
\$	76.66	
\$	75.00	
\$	75.00	
\$	2.00	

 This does not include autopay thru Paymentus or a bank bill pay service. Only direct debit from a checking or savings account setup thru the City directly.

*Not subject to CPI adjustments

ALL RATES ARE SUBJECT TO CHANGE BASED ON CITY COUNCIL DECISIONS

SEWER

Resolution 3174 December 16th, 2024

Regular sewer rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

CPI-U All items in Seattle-Tacoma-Bellevue, WA | October 2023 - October 2024 2.954%

The amount billed includes a fee or tax up to 7% calculated on the gross revenue of the sewer utility.

Sewer Residential and Commercial Charges

Monthly Fixed Charge

Meter Size (Inches)

5/8 × ¾ & ¾
1
1½
2
3
4
6

*Rates Effective 1/1/2025

Residential	Commercial	Multi-Family
\$ 47.58	\$ 82.39	\$ 82.39
\$ 66.64	\$ 115.40	\$ 20.87
\$ 82.77	\$ 149.92	\$ 149.92
	\$ 239.03	\$ 239.03
	\$ 906.67	\$ 906.67
	\$ 1,153.95	\$ 1,153.95
	\$ 1,730.94	\$ 1,730.94

Monthly Consumption Charge

SIC 1 consumption per cubic foot
SIC 1 consumption per gallon*
SIC 2 consumption per cubic foot
SIC 2 consumption per gallon*
SIC 3 consumption per cubic foot
SIC 3 consumption per gallon*
SIC 4 consumption per cubic foot
SIC 4 consumption per gallon*
SIC 4: BOD per pound
SIC 4: TSS per pound

Residential	Commercial	Multi-Family
\$ 0.03754	\$ 0.06484	\$ 0.06484
\$ 0.00502	\$ 0.00867	\$ 0.00867
	\$ 0.08098	
	\$ 0.01083	
	\$ 0.15763	
	\$ 0.02107	
	\$ 0.02565	
	\$ 0.00343	
	\$ 3.06034	
	\$ 1.86732	

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

Direct Discharge Rates

Yearly Discharge Card
Per Gallon Fee

Waste Generated on Fidalgo Island
Waste Generated off Fidalgo Island

*Rates Effective 1/1/2025	
\$	73.06
\$	0.1461
\$	0.1753

Sewer General Facilities Charges

Per ERU, see code for details		GFC In-City	
Table 13.08.020 ERU DETERMINATION ALTERNATIVE		\$	11,684
TYPE OF BUILDING AND SEWER USE		ERUs	
1. Single-family residence		1 each per unit	\$ 11,684
2. Multiple-family residence		0.8 per dwelling unit	\$ 9,347
3. Manufactured home space in manufactured home park (common building at additional commercial rate and laundry areas at laundry rate)		0.65 per space	\$ 7,595
4. Recreational vehicle waste dumping station		0.65 per station	\$ 7,595
5. Schools		0.030 per student capacity	\$ 351
6. Churches (school uses at additional per student capacity rate)		0.64 per 100 seats	\$ 7,478
7. Hospitals—General		1 per bed	\$ 11,684
8. Convalescent hospitals		0.5 per bed	\$ 5,842
9. Residential care/boarding facilities		0.25 per bed	\$ 2,921
10. Hotels and motels (additional charges for restaurant or tavern at restaurant or tavern rate, laundry areas at laundry rates, and meeting room areas with fixtures at commercial rate)	0.25 per room or motel unit	\$	2,921
11. Food preparation and/or serving areas	0.15 per 100 sq feet	\$	1,753
12. Vehicle wash			
Self-service vehicle wash	1.17 per bay	\$	13,670
Full-service vehicle wash	15.66 per bay	\$	182,969
All other vehicle washes	See Wet industrial, 13.08.020F.15.		
13. Laundries and Laundromats	0.3 per 100 sq feet	\$	3,505
Industrial laundries	See Wet industrial, 13.08.020F.15.		
14. Commercial, office and dry industrial	Charge for each plumbing fixture to be installed		
Bath tub w/ or w/o shower	0.130	\$	1,519
Dental unit or cuspidor	0.100	\$	1,168
Dishwasher	0.100	\$	1,168

*Rates Effective 1/1/2025		
Disposal	0.100 \$	1,168
Drinking fountain	0.050 \$	584
Floor drain	0.013 \$	152
Fountain/backwash	0.100 \$	1,168
Kitchen sink	0.080 \$	935
Laundry tray	0.080 \$	935
Lavatory	0.050 \$	584
Service sink	0.080 \$	935
Shower (each head)	0.130 \$	1,519
Swimming pool/backwash	0.100 \$	1,168
Urinal	0.170 \$	1,986
Urinal trough (for each 2-foot section)	0.170 \$	1,986
Wash sink (for each set of faucets)	0.080 \$	935
Washing machine	0.070 \$	818
Water closet	0.330 \$	3,856
In case of a remodel in types 5—13 which results in no increase in the units on which the charge for a new building is calculated, the ERU for the remodel will be calculated on the basis of the fixtures added using the amounts in Item 14.		
15. Wet industrial	To be determined on an individual basis by the city	
16. Undefined building	To be determined on an individual basis by the city and sewer use	
17. Additional loading or change of use	Determined on basis of new use for entire facility less credit for former use; no refunds if new use is less than former use	

SOLID WASTE

Resolution 3174 December 16th, 2024

Regular solid waste rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

CPI-U All items in Seattle-Tacoma-Bellevue, WA | October 2023 - October 2024

2.954%

These rates do not include the State Refuse Tax of 3.6%

The amount billed includes a fee or tax up to 12% calculated on the gross revenue of the solid waste utility.

Rates Effective 1/1/2025

Solid Waste Residential Rates, includes structures with more than one living unit

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes
Organics Tote	32, 64, 96 gallon	n/a	n/a	\$17.95	\$17.95
Recyclables Tote	32, 64, 96 gallon	1	n/a	\$14.70	\$14.70
Refuse Tote	21 gallon	1	1 per dwelling unit	\$12.71	\$12.71
Refuse Tote	32 gallon	n/a	1 per dwelling unit	\$23.62	\$23.62
Refuse Tote	64 gallon	n/a	n/a	\$47.23	\$47.23
Refuse Tote	96 gallon	n/a	n/a	\$70.85	\$70.85

Solid Waste Commercial Rates

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes
Organics Tote - Restaurants only	96 gallon	n/a	n/a	\$24.64	\$24.64
Recyclables Tote	n/a	n/a	n/a	n/a	n/a
Refuse Tote	21 gallon	n/a	1	\$12.71	n/a
Refuse Tote	32 gallon	n/a	1	\$23.62	\$23.62
Refuse Tote	64 gallon	n/a	1	\$47.23	\$47.23
Refuse Tote	96 gallon	n/a	n/a	\$70.85	\$70.85

Recycling Container Rates - Residential

Container Size	Monthly Rate	Extra Collections
1 Cubic Yard	\$40.83	\$24.50
2 Cubic Yard	\$73.50	\$32.66
3 Cubic Yard	\$114.32	\$40.83
6 Cubic Yard	\$146.98	\$48.99
8 Cubic Yard	\$212.31	\$65.33

Refuse Drop Box Rental Rates PERMANENT - Commercial

Rates Effective 1/1/2025					
Container Size	Monthly Rate, for rented box only	Delivery Fee	Tonnage Fee Per Ton*	Haul Fee Compactor Box	Haul Fee Non Compactor Box
10 Cubic Yard	\$181.67	\$126.16	At Cost plus \$1.00/ton	\$311.20	\$277.56
30 Cubic Yard	\$181.67	\$126.16	At Cost plus \$1.00/ton	\$311.20	\$277.56

Refuse Drop Box Rental Rates TEMPORARY - Prepayment Required

Container Size	Delivery, Removal & 7 Days	Haul Fee Non Compactor Box	Tonnage Fee Per Ton*	Daily Rate, Starting 8th Day	Pre-Pay amount, includes all tax
10 Cubic Yard	\$454.18	\$277.56	At Cost plus \$1.00/ton	\$25.23	\$470.53
30 Cubic Yard	\$454.18	\$277.56	At Cost plus \$1.00/ton	\$25.23	\$470.53

Refuse Container Rates PERMANENT - Commercial

Container Size	Monthly Rate	Extra Collections
1.5 Cubic Yard	\$172.59	\$45.42
2 Cubic Yard	\$208.92	\$54.50
3 Cubic Yard	\$299.76	\$72.67
6 Cubic Yard	\$590.44	\$154.42
8 Cubic Yard	\$790.28	\$199.84

Refuse Container Rates TEMPORARY - Prepayment required

Container Size	Delivery, Removal & 7 Days	Daily Rate, Starting 8th Day	Extra Collections	Pre-Pay amount, includes tax
1.5 Cubic Yard	\$172.59	\$4.90	\$99.92	\$178.80
2 Cubic Yard	\$199.84	\$6.54	\$118.09	\$207.03
3 Cubic Yard	\$236.18	\$8.99	\$145.34	\$244.68
6 Cubic Yard	\$336.09	\$16.34	\$236.18	\$348.19
8 Cubic Yard	\$408.77	\$24.51	\$299.76	\$423.48

Solid Waste Additional Fees

Rates effective 02/1/2025	
Description	Per Unit
Additional Organics Dump	\$8.17
City Garbage Bags	\$7.00
City Garbage Bags - Retail Outlet Price	\$6.31
Non-Refrigerated Appliance	\$45.42
Organics Tote Cleaning Fee	\$16.33
Refrigerated Appliance	\$63.59
Refuse Overtime Call-Out, Per Hour	\$89.82
Replacement Tote Due To Negligence	At Cost plus \$12.35
Special Haul Per Cubic Yard	\$63.59
Refuse Return Trip	\$25.00
Recycling or Organics Return Trip	\$25.00

STORM

Resolution 3174 December 16th, 2024

Regular storm rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U)

CPI-U All items in Seattle-Tacoma-Bellevue, WA | October 2023 - October 2024 2.954%

The amount billed includes a fee or tax up to 7% calculated on the gross revenue of the storm utility.

Rates Effective 1/1/2025

Storm Residential and Commercial Charges

Monthly Fixed Charge

Single Family Residential (flat fee)	\$	15.80
Commercial per ERU per Month	\$	15.80
One ERU is 3,600 square feet of impervious area	2027%	

Effective 1/1/2019 until 12/31/2022 HM and LM1 zones rate reduction will decrease by 5% per year. Effective 1/1/2023 until 12/31/2028 this rate reduction will decrease by 10% per year. Effective 1/1/2029 all storm charges for properties located in the HM or LM1 zones will be charged the current charges without any reductions. The minimum billed will be 100% of 1 ERU.

	Rates Effective	Rates Effective	Rates Effective	Rates Effective	Rates Effective	Rates Effective
Monthly Fixed Charge (HM and LM1 Zones)	1/1/2024	1/1/2025	1/1/2026	1/1/2027	1/1/2028	1/1/2029
% of current rate	50%	60%	70%	80%	90%	100%
Single Family Residential (flat fee)	\$ 7.90	\$ 9.48				
Commercial per ERU per Month	\$ 7.90	\$ 9.48				

Storm General Facilities Charges

Type; Residential and Commercial	Rates Effective 1/1/2025
Per ERU, minimum of 1 ERU	\$ 2,116

Explanation of Charges

Single-Family Properties: Residential properties are charged a flat rate per month, and are considered 1 ERU. This rate was set based on aerial photo surveys which show that the average amount of impervious surface on a single-family parcel in Anacortes is approximately 3,600 square feet.

Commercial and Multi-Family Properties: Commercial properties are assessed a charge based on the actual amount of impervious surface area they contain (buildings, parking lots, etc.)(minimum of 1 ERU). One ERU is equal to 3,600 square feet (ft2) of impervious surface. Commercial Storm Water Fee = # ERU x Commercial per ERU per Month fee

Sample Calculation

A property has 10,000 ft² of impervious surface (parking lots, walkways, rooftops, etc.), so the storm water fee would be:
10,000 ft² / 3,600 ft² = 2.78 ERU
2.78 ERU X \$15.8 per month per ERU = \$43.91 per month

IMPACT FEES

Resolution 3174 December 16th, 2024

Unless otherwise determined, regular impact fees are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

CPI-U All items in Seattle-Tacoma-Bellevue, WA | October 2023 - October 2024

2.954%

Park Impact Fee Rate Schedule

Rates Effective		1/1/2025	Park Impact Fee adopted via Ord. 3085 Rate Basis: Park & Recreation Impact Fee Study/Report dated 1/28/2021 Park impact fee rates are increased annually by the treasurer using CPI-U (source change starting 2025 previous source was CCI)
Land Uses	Unit of Measure	Rate	
Single family	Dwelling	\$1,692.94	
Multi-family, per dwelling unit	Dwelling	\$1,219.73	
Commerical, Retail	Per 1,000 sq. ft.	\$1,423.96	
Commerical, Industrial	Per 1,000 sq. ft.	\$22.06	
Commerical, Services	Per 1,000 sq. ft.	\$44.12	
Commerical, Gov/Edu	Per 1,000 sq. ft.	\$66.18	

Fire Impact Fee Rate Schedule

Rates Effective		1/1/2025		Fire Impact fees updated via Ord 3030 Rate Basis: Fire Impact Fee Study/Report dated 12/5/18 Per study, 22% is for Fire and 78% is for EMS. Fire Portion is waived for Single Family Residence with Sprinkler System Fire impact fee rates are increased annually by the treasurer using CPI-U (source change starting 2025 previous source was CCI)
Land Uses	Unit of Measure	Rate		
Residential				
Single family	Dwelling	\$579.39		
	EMS Portion	\$451.89		
	Fire Portion	\$127.46		
Multi-family, per dwelling unit	Dwelling	\$491.02		
Commercial				
Commercial 1				
Land uses (NAICS)				
Wholesale/retail trade (42, 44-45)	Per 1,000 sq. ft.	\$1,662.66		
Warehousing (49)				
Information (51)				
Finance & Insurance (52)				
Real Estate and Rental & Leasing (53)				
Professional, Scientific, & Technical Services (54)				
Food Services & Drinking Places (722)				
Commercial 2				
Land uses (NAICS)				
Manufacturing (31-33)	Per 1,000 sq. ft.	\$13.68		
Commercial 3				
Land uses (NAICS)				
Transportation (48)	Per 1,000 sq. ft.	\$2,787.83		
Health Care and Social Assistance (62)				
Arts, Recreation & Entertainment (71)				
Accommodation (721)				

Religious Organizations (8131)		
Commercial 4		
<i>Land uses (NAICS)</i>		
Educational Services (61)	Per 1,000 sq. ft.	\$528.29
Public Administration (92)		

Transportation Impact Fee Rate Schedule

Rates Effective

1/1/2025

Land Uses	Unit of Measure*	Rate
Cost per New P.M. Trip Generated		\$3,501.13
Residential		
Single family (detached)	Dwelling	\$ 3,501.13
Duplex or Cottage	Dwelling	\$ 2,170.70
Apartment (rental, low/med/high rise)	Dwelling	\$ 2,030.66
Low-Rise Apartment (rental, 1-2 levels)	Dwelling	\$ 1,365.44
Mid-Rise Apartment (rental, 3-10 levels)	Dwelling	\$ 1,225.40
High-rise (rental, more than 10 levels)	Dwelling	\$ 1,820.59
Residential condominium/townhouse (ownership units) with at least 1 other owned unit in structure)	Dwelling	\$ 2,730.88
Low-rise res. condo/townhome	Dwelling	\$ 1,330.43
High-Rise Residential Condo/Townhome	Dwelling	\$ 2,065.67
Mobile Home	Dwelling	\$ -
Commercial - Services		
Bank (drive-in)	sq. ft. / GFA	\$ 85.08
Day Care	sq. ft. / GFA	\$ 42.64
Hotel/Motel	room	\$ 2,100.68
Gasoline/Service Station	fueling position	\$ 48,560.69
Gasoline/Service Station w/ Convenience Mart	fueling position	\$ 47,300.28
Quick Lubrication Vehicle Stop	servicing position	\$ 18,170.87
Marina	berth	\$ 665.21
Institutional		
Elementary School	student	\$ 525.17
Middle School	student	\$ 560.18
High School	student	\$ 455.15
Church	sq. ft. / GFA	\$ 1.93
Hospital	sq. ft. / GFA	\$ 3.26
Assisted Living, Nursing Home, Group Home	bed	\$ 1,015.33

Transportation Impact Fee Rate Schedule

Land Uses	Unit of Measure*	Rate
Industrial		
Light Industry/Manufacturing/Industrial Park	sq. ft. / GFA	\$ 3.40

Transportation Impact fee rate adopted via Ord. 3011

Rate Basis: 2016 Comprehensive Plan Transportation Element

Notes:

1. Transportation impact fee rates are increased annually by the treasurer using CPI-U as a basis for the increase. (source change starting 2025 | previous source was CCI)
 2. P.M. peak hour trips are determined by using the latest version of the ITE Trip Generation Manual published by the Institute of Transportation Engineers (ITE) for the land use(s) that are the subject of the permit. PM peak hour is the sixty minute period between 4:00 p.m. and 6:00 p.m. with the greatest sum of traffic volumes on a roadway segment or passing through the area of a transportation improvement project. Other trip generation rate sources approved by the City may be used where ITE data are based on a limited survey base or where there may be special trip generating characteristics of the proposal.
 3. If the land use does not fit into any of the categories specified in the land use table in the ITE Trip Generation Manual, the City Engineer may use the most directly comparable type of land use.
- Review Fee for independent fee calculation: \$500 + additional staff time spent in the review and cost of consultant services if the City deems these services to be necessary.

Warehousing/Storage	sq. ft. / GFA	\$ 1.12
Mini Warehouse	sq. ft. / GFA	\$ 0.91
Restaurant		
Restaurant	sq. ft. / GFA	\$ 26.22
Fast Food Restaurant (w/ drivethrough)	sq. ft. / GFA	\$ 114.31
Coffee/Donut Shop with Drive-Through Window	sq. ft. / GFA	\$ 149.85
Coffee/Donut Shop without Drive-Through Window	sq. ft. / GFA	\$ 142.67
Commercial - Retail		
Specialty Retail Center (small strip shopping center)	sq. ft. / GFA	\$ 9.49
Apparel Store	sq. ft. / GFA	\$ 13.41
Automobile Sales	sq. ft. / GFA	\$ 9.17
Auto Parts Sales	sq. ft. / GFA	\$ 20.94
Supermarket	sq. ft. / GFA	\$ 33.19
Convenience Market (open 24 hrs)	sq. ft. / GFA	\$ 183.49
Furniture Store	sq. ft. / GFA	\$ 1.58
Nursery/Garden Center	sq. ft. / GFA	\$ 24.30
Pharmacy/Drugstore (w/ drivethrough)	sq. ft. / GFA	\$ 34.70
Hardware/Building Materials Store	sq. ft. / GFA	\$ 15.72
Discount Merchandise Store (Free Standing)	sq. ft. / GFA	\$ 17.44
Commercial - Office		
General office building (multiple tenants)	sq. ft. / GFA	\$ 5.22
Single tenant office building	sq. ft. / GFA	\$ 6.09
Medical/Dental Office Building	sq. ft. / GFA	\$ 12.50

*For uses with a standard of measure in square feet, trip rate is given as trips per 1,000 square feet, and impact fee is dollars per square foot.

Engineering and development fees

Resolution 3174 December 16th, 2024

Unless otherwise determined, regular engineering and development fees are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

CPI-U All items in Seattle-Tacoma-Bellevue, WA | October 2023 - October 2024 2.954%

Originally Adopted by ordinance 2266

Rates Effective 1/1/2025				
Application for encroachment agreement	\$	130.57		
Application for utility extension	\$	130.57		
Application for street improvement waiver	\$	130.57		
Application for curb cut permit	\$	65.29		
Application for street cut/R.O.W. permit				
Inside traveled way	\$	65.29		
Outside traveled way	\$	26.11		
Engineering plan reviews	0.5% approved engineering estimate for all public works improvements			
Construction inspection	\$	652.87	plus	
	1.5% approved engineering estimate for all public works improvements, with a reduction of up to 50% of the percentage fee approvable by the director of engineering and development services when he/she finds that the developer provides on-site construction inspection and construction engineering through private consultants to the same standard as that of the city			
Reinspection fees for curb cuts, street cuts and sewer connections	additional one-half of the original permit fee			
Sewer inspection fee	\$	65.29		
Monitoring clearing and grading permitted activity	\$	130.57	plus	\$ 32.64 per acre

Planning, Community, & Economic Development Department

Resolution 3174 December 16th, 2024

Land Use Application Fees - Updated Effective 1/1/2025

Permit Type		Fee	Notes
PLN	Administrative Permits Interpretations, determinations, departures	\$120	Min. 1 hour
PLN	Appeals Decisions, Administrative Orders, SEPA Determinations	\$200	If appeal is won, City will reimburse appeal fee
LPS	Annexation	\$1,870	For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate
BLA	Boundary Line Adjustment	\$240	
	Comprehensive Plan Amendment		
CPA	Amendment Petition Submittal	\$960	
	If Docketed	\$1,870	Must be paid within 14 days of Ord. setting docket
	Conditional Use Permit		
	Administrative	\$850	
	Quasi-Judicial	\$1,870	
CUP	Essential Public Facility	\$1,570	For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate
	Wireless Facility	\$1,330	Plus \$120 per facility and actual cost of HE, including \$1,000 pre-payment
	Critical Areas		
CAX	Letter of Exemption	\$120	
CAP	Permitted Alteration	\$1,090	
CAV	Reasonable Use/Variance	\$1,630 plus HE fees	
BLD	Demolition Permit	\$60	
PLN	Development Agreement	\$1,570	For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate
BLD	Fence Permit	\$25	updated for 2025
FLD	Floodplain Development Permit	\$120	
PLN	Framework Development Plan	\$1,570	For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate
HMO	Home Occupation Permit	\$150	
	Land Divisions - Preliminary		
SPL	Short Plat (up to 9 lots)	\$1,090	
LPS	Long Plat (over 9 lots)	\$1,870	
	Binding Site Plan:		
RSD	Less than 10 lots	\$1,090	

Planning, Community, & Economic Development Department

Resolution 3174 December 16th, 2024

Land Use Application Fees - Updated Effective 1/1/2025

Permit Type		Fee	Notes
DSF	10+ lots	\$1,870	
	Unit Lot Subdivision		
ULS	Less than 10 lots	\$360 + \$1,090	Type 1 site plan review + short plat
	10+ lots	\$1,090 + \$1,870	Type 2 site plan review + short plat
SPL	Short Subdivision Amendment/Modification	\$1,090	
LPS	Long Plat Amendment/Modificaiton	\$1,870	
	Land Divisions - Final		Final fees added on to original permit application
	Short Plat (up to 9 lots)		
	with site improvements	\$480	
	without site improvements	\$240	
	Long Plat (over 9 lots)	\$600	
	Binding Site Plan:		
	with site improvements	\$480	
	without site improvements	\$240	
	Unit Lot Subdivision		
	Less than 10 lots	\$360	
	10+ lots	\$600	
	Short Subdivision Amendment/Modification	\$240	
	Long Plat Amendment/Modificaiton	\$600	
	Pre-Application Meeting		
PRE	General Information	\$0	
	Pre-submittal	\$240	Fee credited to formal application fee, if submitted within 6 months
REZ	Rezone	\$1,870	
	Site specific/authorized by Comp. Plan		
	SEPA Review		
SEPA	Threshold Determination	\$480	May be added to parent permit fees
	EIS	Actual cost of prep	
	Shoreline Permits		
SLX	Letter of Exemption	\$240	
	Shoreline Substantial Development Permit		
SDP	Type 3	\$1,630	
	Type 4	\$1,870	
SCUP	Shoreline CUP	\$300	Plus parent SDP fees

Planning, Community, & Economic Development Department

Resolution 3174 December 16th, 2024

Land Use Application Fees - Updated Effective 1/1/2025

Permit Type		Fee	Notes
SLV	Shoreline Variance	\$300	Plus parent SDP fees
	Site Plan Review		
	Type 1 - Less than: 10 dwelling units, 12,000 sq. ft. of nonresidential gross floor area, or 20,000 sq. ft. of nonresidential site improvements	\$360	May be added to building permit fees
SPR	Type 2 - More than: 10 dwelling units, 12,000 sq. ft. of nonresidential gross floor area, or 20,000 sq. ft. of nonresidential site improvements	\$1,090	
PLN	Stormwater Management Manual Adjustments & Exceptions	\$1,090	
ROW	Vacation of Right-of-Way	\$480	Plus actual cost of appraisal
	Variance		
VAR	Level 1	\$730	
	Level 2	\$1,330	Plus actual cost of HE, including \$1000 pre-payment
	Wireless Service Facilities		
WSF	Wireless Service Facility Permit	\$240	Per facility
	Eligible Facility Determination	\$120	
	Master ROW Use Agreement	\$1,500	
	Other Planning Review		
	Additional plan review requested by changes, additions, or revisions to plans after 2 reviews have been completed.	\$60/hour	Min. 1 hour
	Planning review for activities not specifically listed above, as determined by director	\$60/hour	Min. 1 hour
	Other Fees		
	Consultant/3rd Party Review Fees	Actual Cost	
	Additional notice publication costs necessitated by changes, additions, or revisions to an application.	Actual Cost	
	Other Fees - Added to Parent Permit		
	Minor Permit Revision	\$300	
	Major Permit Revision	Cost of new application	
	ADU Review	\$120	
	Permit Time Extension	\$120	

Planning, Community, & Economic Development Department

Resolution 3174 December 16th, 2024

Land Use Application Fees - Updated Effective 1/1/2025

Permit Type	Fee	Notes
Stormwater Review	\$150 per lot for subdivisions or \$0.08/sq. ft. of new or replaced hard surface	For more than 2 reviews, billed at hourly rate
Critical area report review/confirmation	\$120	add-on fee
SFR or duplex site plan review	\$60	
Sign Permit Review	\$60	
Transportation Concurrreny Review		
Consultant Review	Actual Cost	100% consultant cost
Staff Review	\$60/hour	Min. 1 Hour

Parks Fees

Resolution 3174 December 16th, 2024

Various Parks Fees

Regular parks rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October. Rates are rounded to the CPI-U All items in Seattle-Tacoma-Bellevue, WA | October 2023 - October 2024 2.954%

Washington Park

Rates effective 1/1/2025

Utility Non-Resident	\$	38
Utility - Resident	\$	28
Non-Utility - Non Resident	\$	31
Non-Utility - Resident	\$	26
Boat Lot Daily Non-Resident	\$	13
Boat Lot Daily - Resident	\$	10
Boat Lot Annual Non-Resident	\$	269
Boat Lot Annual Resident	\$	180
Group Camp	\$	134
Group Picnic Weekdays	\$	64
Group Picnic Weekends	\$	90
Hiker/Biker	\$	16
Lot B Overflow Parking	\$	11
Bundle of Wood	\$	7

Depot Arts and Community Center

Rates effective 1/1/2025

ROOM	RATE			CAPACITY
Freight Room	\$	60.00	Per Hour	150
Baggage Room	\$	21.00	Per Hour	40
Kitchen	\$	46.00	Per Hour	
Gallery	\$	46.00	Per Hour	40
Freight / Baggage / Kitchen	\$	74.00	Per Hour	190
Freight Room / Baggage Room	\$	67.00	Per Hour	190
Freight / Baggage / Kitchen all day	\$	524.00	Per Day	190
Freight/Gallery/ Baggage / Kitchen	\$	81.00	Per Hour	80
Whole facility all day	\$	670.00	Per Day	230
Plaza only	\$	44.00	Per Hour	
Plaza-w/interior rooms	\$	140.00	Per Day	

All room rentals require a \$100 deposit for regular use and a \$500 deposit if serving alcohol.

AVAILABILITY

The Center is generally available for rental Monday through Sunday from 6:00 am to 12 pm.

The Center is generally available for rental on the following City holidays: New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Easter, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, day after Thanksgiving, Christmas Eve, and Christmas Day, at a premium rate.

Rentals for short term or one-time users will be for a minimum of four hours on Saturdays and Sundays.

APPLICATION PROCEDURE

Complete and submit a Request for Facility Use application to Anacortes Parks & Recreation Department at City Hall, 6th & Q Streets, or mail to P.O. Box 547, Anacortes, WA 98221. Requests for use must be submitted at least 14 days prior to the requested date. The Parks Department staff shall review all applications and has the right to grant or deny use based on policies and availability, or to grant use subject to certain conditions. One individual should be designated as the responsible party for the requesting group and will sign both the request for use and the clean-up agreement. The person signing these forms is the responsible party and is assuming responsibility for the clean-up and any damage, loss, or disturbances during the rental period.

FEES, DEPOSITS, REFUNDS

Rental fees and deposits must be paid NO LATER THAN 14 DAYS PRIOR TO THE SCHEDULED EVENT or the event will be cancelled. Payment will be made payable to the City of Anacortes at the Parks & Recreation office at City Hall or mailed to Anacortes Parks and Recreation, P.O. Box 547, Anacortes WA 98221 (360-293-1918)

Cemetery**Resolution 3174 December 16th, 2024**

All fees at Grand View Cemetery shall be adjusted each year based on the Consumer Price Index - West Region All Items (CUUR0400SA0) as published by the U.S. Department of Labor- Bureau of Labor Statistics.

Rates effective 1/1/2025

PROPERTY

Grave site	\$	1,018
15% endowment care	\$	152
Total Grave Site	\$	1,170
Grave Site (Youth)	\$	321
15% endowment care	\$	49
Total Grave Site	\$	370
Grave Site (Cremation)	\$	535
15% endowment care	\$	81
Total Grave Site	\$	616
Mausoleum - Eco Niches/Single only	Catalog Price	
Mausoleum - Simplicity Niches	Catalog Price	
Extended Property Use	\$	213
Extended Niche Use	\$	213

SERVICES

Opening & Closing - Regular	\$	535
Opening & Closing - Vault	\$	682
Opening & Closing- Ground inurnment/No Service	\$	142
Opening & Closing - Ground inurnment/Service	\$	249
Opening & Closing- Eco or Simplicity Niches	\$	71
Opening & Closing - Youth	\$	286
Opening and Closing - Crypt/includes name plate and vase	\$	641
Disinterment - Removal from Cemetery		
Standard	\$	1,284
Youth	\$	785
Cremated remains	\$	178
Relocation - Within Cemetery		
Standard	\$	2,353
Youth	\$	1,069
Cremated remains	\$	357

MATERIALS**

Grave Liner	\$	466	tax included
Youth Liner	\$	334	tax included
Concrete Cremation Urn Liner 15.25"W x 9.75"L x 9.50"D	\$	194	tax included

MISCELLANEOUS SERVICES

Lot Transfers	\$	50
Overtime Charge		
Saturday Standard Burial Charge	\$	499
Saturday Cremation Burial Charge	\$	286
Hourly Rate	\$	142

MEMORIAL MARKER SERVICES

Placement fee for Flat-Bronze or Granite: \$.57 per square inch of the outside dimension (length x width) of the marker.

Placement fee for Pillowed Markers: \$.71 per square inch of the outside dimension (length x width) of the marker.

Placement fee for Slants and Hickeys: \$.85 per square inch of the outside dimension (length x width) of the marker. If the slant or hickey has a granite base, then the fee is based upon the outside dimension (length x width) of the granite base.

Placement fee for Monuments: \$1.00 per square inch of the outside dimension (length x width) of the monument's granite base.

Resetting fee for flats and pillowed markers	\$	57	
Resetting fee for monuments/slants/hickeys	\$	135	
Concrete Collars for FLAT marker sizes**			
16 x 8			
20 x 10	\$	139	tax included
24 x 12	\$	155	tax included
36 x 12	\$	186	tax included
Larger than 36 x 12	\$	304	tax included
Concrete Slabs provided by Cemetery**			
32 x 20 x 4	\$	172	tax included
36 x 24 x 4	\$	186	tax included
44 x 20 x 4	\$	201	tax included
56 x 20 x 4	\$	216	tax included
44 x 26 x 4	\$	232	tax included
48 x 24 x 4	\$	232	tax included
64 x 20 x 4	\$	249	tax included
68 x 24 x 4	\$	264	tax included
84 x 20 x 4	\$	286	tax included
84 x 26 x 4	\$	380	tax included
92 x 26 x 4	\$	426	tax included

**Subject to 8.8% Washington State Sales Tax

RESOLUTION NO. 3174

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES
UPDATING THE UNIFIED FEE SCHEDULE**

WHEREAS, the Anacortes City Council is empowered by City code to pass fees for the utilities by resolution, and

WHEREAS, on January 1st of each year, the fees and charges for utilities set out in this resolution shall be indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton—All Urban Wage Earners (CPI-U) for the previous October, or other comparable index if not published, and

WHEREAS, the treasurer shall adjust the fees and publish them each December to take effect on all goods and services delivered or contracted after the beginning of each year, and in no event shall the change in rates be less than zero percent in any given year, and unit prices and all other charges shall be to the nearest cent.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that:

Section 1.

1. Attachment A hereto is hereby adopted, replacing the previously adopted version.
2. In addition to the rates set forth in attachment A there shall be charged an additional amount equal to the amount of any tax levy for the utility, which amount shall be part of the total bill payable by the customer.

Section 2. This resolution shall take effect for charges incurred on and after January 1st 2025.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 16th day of December 2024.

MATTHEW C. MILLER, Mayor

Approved as to form:

Attest:

Darcy Swetnam, WSBA #40530
City Attorney

Steven D. Hoglund, City Clerk Treasurer



City Council Agenda Bill

Meeting Date: December 16, 2024 **Agenda Item:** 8.f.

Agenda Item Title: Interlocal Agreement #24-279-AFD-002 with Skagit County for Fire/Rescue Boat Funding

Staff Contact(s): Bill Harris

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

Item Summary: City staff seeks City Council consent to enter into an interlocal agreement with Skagit County to receive \$75,000.00 in funding which will assist with the City's the matching funds required for the Port Security Grant the City received to purchase a fire/rescue boat. The overall cost of the Fire/EMS boat is expected to be \$700,000. \$175,000 of this is a required local match. This \$75,000 will reduce the Anacortes portion to only \$100,000.

Budget Impact:
Receipt of \$75,000.00.

Previous Action: Council voted to accept the Port Security Grant at the [10/7/24](#) Council meeting, and staff is presenting the purchase agreement at the 12/16/24 City Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperation Agreement 24-279-AFD-002 between the City of Anacortes and Skagit County.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 24-279-AFD-002
2. Marine 29 12-16-24

FUNDING AGREEMENT

BETWEEN SKAGIT COUNTY AND CITY OF ANACORTES

I. Recitals

WHEREAS Skagit County recognizes and appreciates the unique nature and challenge of providing Emergency Medical Services (EMS) to a maritime waterfront community; and

WHEREAS City of Anacortes Fire Department is the Department of Health licensed, trauma-verified Advanced Life Support (ALS) ambulance provider contracted with Skagit County and responsible for the geographic trauma response areas which include: the City of Anacortes; three islands outside the City of Anacortes boundaries: Burrows Island, Young Island, and Allan Island; the boundaries of Skagit County Fire District #13 (Hope Island/Summit Park), and the boundaries of Skagit County Fire District #17 (Guemes Island); and

WHEREAS according to Skagit 9-1-1 data, approximately 364 EMS incidents occurred within these island areas between 2019 and 2023; and

WHEREAS access to these island areas is extremely limited and often dependent solely on the availability of a boat; and

WHEREAS the availability of a boat from mutual aid jurisdictions can delay response to time-sensitive medical emergencies; and

WHEREAS City of Anacortes has applied for and been awarded a Federal Emergency Management Agency (FEMA) Port Security Grant for the purchase of an EMS patient transport capable boat, which requires a total applicant contribution of \$175,000.00; and

WHEREAS City of Anacortes and Skagit County desire to partner to finance the applicant contribution portion of the grant award; and

NOW, THEREFORE, in consideration of the foregoing, the parties agree and contract as follows:

II. Agreement

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

1. Purpose: The purpose of this Interlocal Agreement is to contribute to the applicant contribution portion of the grant award for the purchase of an EMS patient transport capable boat for use by City of Anacortes Fire Department in the response to EMS incidents and provision of patient transport.

2. Scope of Work: City will use the funds provided by County under this agreement pursuant to the intent and purpose of supporting the City of Anacortes Fire Department purchase of an EMS patient transport capable vessel. City is to use such funds only for the applicant contribution portion of the project described in City's Port Security Grant Application as submitted to and awarded by FEMA. Upon receipt of delivery of completed boat, City shall endeavor to complete any necessary upfitting and training of personnel in a timely manner in order to place the vessel in service on a non-exclusive basis for emergency medical response and transport for the remaining duration of this Agreement. Upon termination of this Agreement, all property acquired by City shall remain the City's property, with no obligation to pay the County therefore
3. Payment: County will compensate City a maximum of \$75,000.00 towards the applicant contribution portion of the FEMA Port Security Grant Award chargeable to GL expenditure code # 123 55800014153. City shall submit an invoice to the County describing the use of the funds to be distributed and the County upon receipt of appropriate documentation shall distribute the funding.
4. in the event that funds provided to City under this agreement are used for a purpose other than what was originally described in its application of funds, then City agrees to return such funds to the County upon demand.
5. The parties agree that City is an independent contractor and not an employee, or agent of Skagit County. City hereby agrees not to make any representations to any third party or to allow such third party to remain under the misimpression that City is an employee, independent contractor, or agent of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement. City will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further City represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.
6. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party in writing:

6.1 The County's Representative shall be the Emergency Medical Services Director:

Skagit County EMS
2911 E College Way, Suite C
Mount Vernon, WA 98273

6.2 The City's representative shall be the Fire Chief:

Anacortes Fire Department
1016 13th St
Anacortes, WA 98221

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

7. Defense & Indemnity Agreement: City agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of City, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
8. This Agreement shall become effective upon execution and shall expire December 31, 2030.
9. The City shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.
10. The City will secure, at its own expense, all personnel required in performing said services under this Contract. City shall be personally liable for applicable payroll, Labor and Industries premiums, and all taxes, and shall hold the County harmless from any claims related thereto.
11. Right to Review: The County or its designee shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on- site inspection by County agents or employees, and inspection of all records of other materials, which the County deems pertinent to the Agreement and its performance. City shall preserve and maintain all financial records and records relating to this project under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

12. Acknowledgement of Funding: All books, informational pamphlets, press releases, research reports, articles, requests for information, signs or other public notices developed for or referring to the activities or programs funded by this agreement shall include the statement, " This project received funding from Skagit County," or similar language acknowledging Skagit County' s funding contribution. Further, City shall notify the County no later than two weeks before any dedication ceremony or public event for any activities or programs funded by this agreement. City shall also make efforts to verbally acknowledge the County' s contributions to the City at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.
13. Prevailing Wages: If Prevailing Wages are applicable to the work provided under the Agreement then City shall submit a " Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by City for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre -filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.
14. Nondiscrimination: During the performance of this contract, the City shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:
 - A. Nondiscrimination in Employment: City shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities
15. Compliance with Applicable Law: City and all subcontractors of City shall comply with, and County is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/ or policies. This obligation includes, but is not limited to, nondiscrimination laws and/ or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service RCW 42. 52); Covenant Against Contingent Fees (48 C. F. R. Sec. 52.203- 5); safety and health regulations. In the event City's or a subcontractor' s noncompliance or refusal to comply with any law or policy, the County may rescind, cancel, or terminate the contract in whole or in part. City is responsible for any and all costs or liability arising from the City's failure to so comply with applicable law

16. Venue and Choice of Law: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.
17. No Separate Legal Entity: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement.
18. Termination of Contract for Cause:
- A. If, through any cause, City shall fail to fulfill in a timely and proper manner its obligations under this contract or if the City shall violate any of its covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the City describing such default or violation. Further, in the event City fails to expend funds under this contract in accordance with State or Federal laws and/ or the provisions of the agreement, the County reserves to right to recapture funds expended to City in an amount equal to the extent of the noncompliance.
 - B. The County may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.
19. Nonassignability: Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by City.
20. Taxes: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the City or its staff shall be the sole responsibility of the City.

DATED this _____.

APPROVED:

CITY OF ANACORTES, WASHINGTON

Mayor

Approved as to form:

Attest:

City Attorney

City Clerk

DATED this ____ day of _____, 2024.

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

Peter Browning, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

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

County Administrator

Recommended:

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

Marine 29



Interlocal Agreement 24-279-AFD-002 with Skagit
County

Contract 24-279-AFD-001 Munson Boats

2026 Fire and EMS Boat

\$699,989

- \$25,000 to initiate order
- 30% Due when hull fab begins (185k)
- 40% Due when hull completion (280k)
- 30% Due at time of delivery (210k)

75% Federal reimbursement of each of those payments.

24-30 month delivery time.



ILA with Skagit County

\$75,000 to COA

Funds to be utilized to purchase a patient transport capable boat.

After federal and county funding, COA is responsible \$100,000 of the purchase price.







City Council Agenda Bill

Meeting Date: December 16, 2024 **Agenda Item:** 8.g.

Agenda Item Title: Contract Award: Purchase of Munson 36' Aluminum Fire/Rescue Boat #24-279-AFD-001

Staff Contact(s): Bill Harris

Approved for Submittal to Council by **Action Type**
Tiffany Matson Contract Award
Bill Harris

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$699,989.08 to William E. Munson Company for the purchase of a Munson 36' Aluminum Fire/Rescue Boat. The contract is procured through the Federal General Services Administration Contract #[47QSWA22D006M](#).

Background:

- 1. History:** The City was awarded a Port Security Grant for \$700,000.00. The Grant funds 75% (\$525,000.00) and the City will fund 25% (\$175,000.00). Staff also has a proposed interlocal with Skagit County to receive funding of \$75,000.00 to go toward a portion of the City's required match.
- 2. Key Terms:** Total contract price of \$699,989.08.
- 3. Competitive Bidding:** Pursuant to RCW 39.32.090, City Council authorized through [Resolution 3169](#) the purchase of supplies, materials, electronic data processing and telecommunication equipment, software, services, and/or equipment from or through the GSA without calling for bids.

Budget Impact:

Vender	William E. Munson Company
Contract Amount	\$699,989.08
BARS #	001.320.594.25.64
Earmarked Funds	\$175,000.00
Budget Amendment Required?	No

Previous Action: Council voted to accept the Port Security Grant at the [10/7/24](#) Council meeting. Council approved Resolution 3169 at the [11/4/24](#) Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-279-AFD-001 with William E. Munson Company in the amount of \$699,989.08 for the Munson 36' Aluminum Fire/Rescue Boat.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 24-279-AFD-001



City of Anacortes
Accounts Payable
PO Box 547
Anacortes, WA 98221

PURCHASE ORDER 24-279-AFD-001 Munson 36' Aluminum Fire/Rescue Boat

CONTRACTOR; William E. Munson Company
Jesse Munson
15806 Preston Place
Burlington, WA 98233

Date: December 16, 2024

Contact: Joe Burbank
Department: Anacortes Fire Department
Assistant Fire Chief
(360) 299-1973
josephb@anacorteswa.gov

Email: Jesse@MunsonBoats.com
Phone: (360) 707-2752

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	1	New/Unused 2026 new construction 36' Packman Landing Craft as specified in Exhibit A. This Work is subject to: • Specifications, incorporated as Exhibit A • Vessel Purchase Agreement, incorporated as Exhibit B • City of Anacortes Special Provisions, incorporated as Exhibit C • Federal Grant Terms & Conditions, incorporated as Exhibit D • Federal General Services Administration Contract Number 47QSWA22D006M , incorporated as Exhibit E The aforementioned Exhibits A through E are hereby incorporated by reference and made a part hereof. In the event of a conflict between the Exhibits, the order of precedence shall be (1) Exhibit D, (2) Exhibit C, (3) Exhibit E, (4) Exhibit A, (5) Exhibit B.	EA	\$644,557.16	\$644,557.16
Sum Total					\$644,557.16
Sales Tax @ 8.6%					\$55,431.92
Total Price					\$699,989.08

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.

WILLIAM E. MUNSON COMPANY

CITY OF ANACORTES

Matt Miller, Mayor

Date

Date



PURCHASE ORDER 24-279-AFD-001

EXHIBIT A

ITEM SPECIFICATIONS: **One (1) 36' PackMan welded aluminum high speed landing craft** 2026 production model for use by the City's Fire Department. Detailed drawings will be submitted for approval prior to construction.

Boat shall exit the factory as a completed vessel, adhering to the following specifications:

1. GENERAL SPECIFICATIONS:

- a) Hull Length: 36 feet
- b) Beam: 12 feet
- c) Transom Deadrise: 16 degrees
- d) Persons and Cargo Capacity: 7500 lbs
- e) Propulsion: Twin 450hp Yamaha XTO Outboard Motors
- f) Fuel Capacity: 300 gallons
- g) Bow Door Clearance: 92 inches
- h) Bottom Plating: ¼ inch 5086-H116
- i) Side Plating: ¼ inch 5086-H116
- j) Deck Plating: 3/16" inch 5052-H32
- k) Centerline Vertical Keel (CVK): 3/4" x6" 6061-T6

2. HULL PACKAGE:

- a) 36' PackMan modified vee hull landing craft incorporating a 92" wide bow door.
- b) Hull shall include watertight structural bulkheads.
- c) 8" welded aluminum inspection hatches shall be installed to provide access to all below deck compartments.
- d) Eight (8) 10" welded aluminum cleats shall be installed. (4 per side)
- e) A ¾" aluminum double padeye shall be welded on centerline of the bow.
- f) ¼" rolled plate, 7" radius bow corners shall be installed on the port and starboard sides of the bow door opening.
- g) The transom shall be setup for outboard power and set at 103 degrees off baseline for proper outboard trim
- h) The motor well shall be self-bailing via two 2.5" pipe drains running out through transom. Drains shall be equipped with rubber flappers to divert water from entering slop well when operating the boat in reverse.
- i) The stern shall incorporate a full width cross seat/locker forward of the motor well. Lockers will house batteries and fuel filter systems and offer general storage. Locker will have two (2) 3/16" welded aluminum weatherproof hatches with 1-1/2" angle aluminum frame, key lockable 316 series stainless steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and stainless steel pins, and 1/8" thick PORON neoprene hatch seal.
- j) 316 Series Stainless Steel fastening hardware shall be used throughout the vessel.
- k) Anchor (35 lb) with 30' of chain and 150' of line.

3. WELDING:

- a) The hull and superstructure shall be constructed of marine grade aluminum and MIG welded throughout.
- b) All weld seams in the hull shall be welded 100%, both interior & exterior.
- c) A minimum of 15% helium / 85% argon inert shielding gas mix shall be used for all aluminum welding to ensure proper weld penetration and reduce the occurrence of weld porosity.

- d) Welding shall be performed in accordance with American Welding Society Structural Welding Code for Aluminum.
- e) All surface areas shall be shiny, mill finish, with no grind marks, splatters, or blemishes.

4. HULL OUTFITTING:

- a) 1¼" Sch 40 pipe safety railings shall be installed 36" above main deck along port & stbd sides from stern to midship.
- b) Eight (8) Open scuppers installed flush with the deck at midship and two (2) large pipe drains in the stern shall create a self-bailing main deck. Drains and scuppers shall be sized and installed in accordance with ABYC deck drainage requirements.
- c) One (1) 1/4" x 4" Beaching wear plate shall be installed on the bow forefoot.
- d) Two (2) 26" wide side doors shall be installed. Doors shall swing inboard and forward in direction, and lock in the closed position.
- e) Three (3) 15" x 24" welded aluminum deck hatches shall be installed on the main deck.
- f) Johnson Duramax DB-503 3" D-rubber fender shall be installed on the gunwale, port and starboard sides. D-rubber shall be permanently attached with a full length capture rail 100% welded to the hull and mechanically fastened on each end to prevent "shrinkage" in cold temperatures. All breaks in the D-Rubber shall be capped with welded aluminum, interruptions shall be flat plate, terminations shall be angled aluminum tubing to create a smooth transition. (Skip welding techniques shall not be used)
- g) Aluminum channel measuring 2" x 3", shall be welded to the port and starboard exterior of the hull, near the water line, to serve as a hull stiffener.
- h) Large 3" D-rubber push knees shall be installed on the port & starboard sides of the bow door. Push knees shall be ¼" plate double wall construction.
- i) Two (2) 7.5 lb Divers Dream zinc anodes, shall be installed on brackets that are welded to the transom.
- j) Tiedown rails integrated into forward deck for securing equipment to deck.

5. BOW DOOR OUTFITTING:

- a) A 92 inch wide drop down bow door shall be installed to enable personnel transport.
- b) The hull shall incorporate port and starboard bow lockers framing the door opening.
- c) 12V electric-over-hydraulic rams shall be installed to operate the bow door.
- d) The bow door shall be outfitted with two (2) ¾" stainless steel positive locking pin to prevent the bow door from opening while underway.
- e) A replaceable rubber gasket seals the bow door watertight when closed.
- f) The inside face of the bow door shall be double plated for a smooth working surface.
- g) Switches to operate the bow door shall be installed locally and at the main console.

6. FUEL SYSTEM:

- a) A 300 gallon non-integral fuel tank shall be installed complete with fill, vent, 12V sender and fuel level gauge on console. Fuel tank shall be built from ¼" plate, pressure tested to 4 psi and bolted into hull framing using doublers and stainless steel fasteners.
- b) Two (2) fuel filter/water separators shall be installed complete with shut off valves. Filters to be Racor 320 or equivalent.
- c) Fuel system shall comply with U.S. diurnal emission standards.
- d) 12V 140 CFM bilge blower installed in fuel tank compartment.

7. WHEELHOUSE:

- a) A full width x 136" long x 80" tall walk through wheelhouse shall be installed. House is constructed from .190" plate and framed as per std. house framing using 1.5" square tube.
- b) House is equipped with two Diamond Seaglaze doors, a forward hinged door, and an aft sliding door. Doors shall have windows, locks, and be keyed alike.
- c) House has aluminum framed sliding windows installed forward on port and starboard sides, remaining windows are fixed aluminum framed style.

- d) The wheelhouse roof is outfitted with 1" pipe top railing.
- e) The house deck is non-skid coated.
- f) An aluminum control console with angled face and an overhead radio bar shall be installed in the wheelhouse on the starboard side. The design will allow the operator to easily steer while both sitting & standing.
- g) Access to the console shall be provided by a flush mounted bolt on access panel on the forward side of the console for ease of maintenance and future upgrades.
- h) The aft side of the console shall include 3/16" welded aluminum weatherproof hatches with 1-1/2" angle aluminum frame, key lockable 316 series stainless steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and stainless steel pins, and 1/8" thick PORON neoprene hatch seal.
- i) Two (2) Cup holders shall be installed at the console.
- j) The wheelhouse interior shall be insulated with 1" marine grade insulation and paneled with 1/8" white paneling with sound deadening liner.
- k) A 1" pipe overhead grab rail shall be installed running lengthwise on centerline inside the wheelhouse.
- l) Pipe ladder rungs shall be welded to the side of the wheelhouse to provide access to the roof.
- m) Two (2) Bentley Patriot captain seats shall be installed in the pilot and co-pilot positions on welded aluminum seat box with storage below. Seats incorporate arm and backrest, 7 1/2" slide, and footrest.
- n) One (1) Seat/storage locker with 3" seat cushion and backrest with 2" back cushion shall be installed in the wheelhouse aft of the pilot position. Access to the storage compartment is provided through a lift up seat cushion.
- o) An EMS bench locker with 2" seat cushion and 2" backrest, with tie downs to secure a stokes basket/backboard, shall be installed aft of the co-pilot station. Interior roof storage mounts to secure stokes basket when not in use. Storage under the bench shall be accessed through a pair of 3/16" welded aluminum hatches on the face of the locker.
- p) Exterior mounted throw ring.

8. HEAD SYSTEMS:

- a) An all aluminum stand up Head Compartment with lockable door shall be installed. Head compartment installation includes:
 - i. One (1) lockable door
 - ii. One (1) portlight
 - iii. One (1) toilet paper holder
 - iv. One (1) 12V LED red/white dome light
- b) Privacy curtains shall be installed on all windows as needed.
- c) The head door shall be a Diamond Sea Glaze swinging aluminum door, be keyed same as main cabin doors, and open to inside the cabin.
- d) A Dometic self-contained head system shall be installed. The toilet includes an integral 6.5 gallon holding tank and shall be plumbed to and overboard pump out and vent. Model to be M65-5000 or equivalent.

9. HEATING AND AIR CONDITIONING:

- a) A Webasto AT40 forced air diesel fired cabin heater rated for 12,000 BTU's shall be installed complete with thermostat and outlets for windshield defrost and cabin heat. Fuel to be supplied from the main diesel fuel tank.
- b) Fuel to be supplied from the dedicated 5-gallon diesel fuel tank.

10. TOWING:

- a) A 4" Sch 80 aluminum pipe tow bitt with 1" 316 stainless crucifix pin shall be installed aft on centerline. The towing bitt shall be sized to accept one round turn and three figure eight's of the towline.
- b) A line parting knife shall be mounted in the vicinity of the tow bit.
- c) A tow line guide shall be integrated into the motor guard.

11. DIVING:

- a) A removable flip out dive ladder shall be installed on the bow door.

12. STERN GUARDS AND PLATFORMS:

- a) A fixed aluminum guard made from 2" aluminum pipe shall be welded to the transom to protect the outboard motors.
- b) A full width welded aluminum swim step/motor bracket with non-skid shall be installed on the transom.

13. TRIM TABS:

- a) 12" x 12" Lenco electric trim tabs shall be installed. Control of trim tabs to be via tactile switch panel with integral LED trim tab position indicator.

14. ELECTRICAL SYSTEM:

- a) The vessel's electrical system shall be 12vDC and 120vAC (Shorepower).
- b) All electrical cable shall be marine grade copper tinned boat cable and labeled for each circuit.
- c) Cables should be routed in wireways wherever possible. Wherever exposed to potential damage, cables shall be protected with rubber.
- d) Electrical cable shall be sized in accordance with the American Boat & Yacht Council.
- e) All electrical cables shall be marked in accordance with the markings in electrical drawings. All electrical switches shall be of a heavy-duty type and properly insulated.
- f) The electrical system shall be grounded. In any case the hull shall not be used as part of a galvanic feeding loop.

15. 120V AC ACCESSORIES:

- a) A 120V 60hz 30amp shorepower circuit with a Blue Seas Systems 360 series 1210 main breaker panel and ProSafe galvanic isolator shall be installed in the vessel. A 30 amp shore power cable shall be supplied.
- b) One (1) 2000W Xantrex Inverter/Charger shall be installed and tied into the main shore power AC supply circuit. The inverter shall be powered via a house battery bank, complete with on/off switches and automatic charging relay (ACR) circuit linked to the engine battery banks.
- c) Two (2) 120V AC 15 amp duplex outlet with dual USB 2.0 charging ports shall be installed. Location to be discussed at pre build. An LED indicates when power is available for USB charging.

16. 12V DC ACCESSORIES:

- a) One (1) 12V 16 position distribution panel shall be installed on the console.
- b) A pair of 12V self-parking windshield wipers shall be installed on the forward windshields. Each wiper assembly consists of a fully sealed, marine rated wiper motor fitted with a heavy duty pantographic wiper arm and matching blade.
- c) One (1) 12V air trumpet horn shall be installed with momentary push button on dash.
- d) One (1) 12VDC power receptacle with weather cover shall be installed.
- e) One (1) Dual USB outlet with weather cover shall be installed in the vessel. Outlet has one USB- A and one USB-C port.
- f) Three (3) 12V 2200 GPH bilge pumps shall be installed with auto float switch.

17. LIGHTING:

- a) LED navigation lights shall be installed to USCG requirements.
- b) Three (3) 12V LED red/white dome lights shall be installed in the wheelhouse.
- c) Eight (8) Rigid Industries D-Series Pro 3" LED Flood lights shall be installed on the wheelhouse roof, two per side. Each is rated at 3168 lumens of output.
- d) One (1) GoLight 20204GT LED search light with 544,000 candle power shall be installed on the wheelhouse roof with a control pad at the console.

- e) One (1) Pair of Rigid Industries flush-mount LED lights shall be installed at the bow in an aluminum housing for forward-facing lighting.
- f) Red Whelen PN# M7RC Emergency lights shall be installed 1 on each side on top of the wheelhouse. Switched from operators station.
- g) LED courtesy lights down shining lights to be placed 4 on gunwale shining on front deck and 2 on gunwale shining on rear deck. Switched from the operators station.

18. NAVIGATION ELECTRONICS:

- a) A Garmin GPSMAP 8610xsv - 10" touchscreen chartplotter shall be installed. This includes local area maps, external GPS antenna, GT51M-TM transom mounted transducer (or equivalent) and NMEA 2000 network.
- b) The GT51M-TM transducer supports traditional, SideVu and ClearVu sonar.
- c) An additional Garmin GPSMAP 8610 10" touchscreen chartplotter shall be installed for dual-screen setup.
- d) A Garmin GMR 18" Fantom solid-state radar dome shall be installed. This radar features a 50-watt, 48 nautical mile range with 5.2 degree beam width and variable rotation speed of up to 60rpm.
- e) Solid-state radar provides advanced doppler-effect motion tracking capabilities, better resolution, and improved overall functionality over earlier generation radar systems.
- f) A Garmin VHF 215 Marine Radio shall be installed complete with Shakespeare antenna and stainless steel adjustable antenna mount.
- g) Includes all US, Canadian, and international channels, plus NOAA weather channels. Supports hailers.
- h) Installation of a remote mount (head unit with separate base unit) Motorola fire communication radio with antenna (City will supply radio).
- i) Mounting plate and provisions for possible future thermal camera shall be installed.
- j) The radar dome shall be mounted on an aluminum plate radar arch.

19. OUTFITTING AND SAFETY EQUIPMENT:

- a) A carbon monoxide detector shall be mounted in the wheelhouse.
- b) One (1) Fireboy MA2 Series automatic engine room flooding fire extinguishing system to be installed with manual pull cable at operator console.

20. PAINT, GRAPHICS, AND MARKINGS:

- a) Matson Industrial Floor Grip Non-skid deck coating shall be applied to all main deck walking surfaces. (Color- 223 Gray)
- b) Cabin interior components painted Zolatone silver gray.
- c) E-Paint anti-fouling bottom paint system with epoxy barrier coat applied to 4" above waterline. (Black as standard)
- d) Non-reflective vinyl graphics shall be applied. (Specifics to be determined after order has been received)
- e) A U.S. Coast Guard rating placard shall be installed at the dash.
- f) A bow door warning placard shall be installed adjacent to the bow door.
- g) Bow door switch to be mounted on a bow door switch placard.
- h) Secondary bow door switch to be mounted on a bow door switch placard.
- i) Outlet shall be installed with placard indicating the outlet supplies "120VAC/60Hz" power.

21. PROPULSION:

- a) Twin Yamaha 450 HP XTO Offshore 5.6L V8 outboard engines with Digital Electronic Steering (DES), Digital Electronic Control (DEC) and stainless steel propellers shall be installed. Engine shaft lengths will be selected to match the transom design height.
- b) A two-battery engine start bank shall be installed. Batteries are connected by selector switches, allowing each engine to be started via either battery or with both batteries in parallel.

- c) Yamaha's full Helm Master EX Maneuverability System shall be installed. Installation at the main helm includes twin-engine Digital Electronic Control (DEC) binnacle, joystick, autopilot, Digital Electronic Steering (DES) with tilt helm, CL5 digital touchscreen display, and Electronic Key Switch (EKS) kit.
- d) The Electronic Key Switch Kit includes a twin-engine pushbutton start/stop panel, emergency stop panel with lanyard, two key fobs and Yamaha's Y-COP theft deterrent system.

22. MACHINERY COMPARTMENT:

- a) A machinery compartment shall be installed under the aft deck.
- b) The machinery compartment shall be one compartment and shall include a flush and guttered engine hatch on the aft deck.
- c) Engine hatch shall be large enough to remove the fire pump engine, provide a weather tight seal when closed, include Flush mounted stainless steel hinges, and shall be lockable in the open position. Handles shall be inset and flush to the deck.
- d) The machinery compartment shall incorporate two air intake boxes on the aft deck for natural ventilation and combustion air intake. The air intake boxes shall include gutters to prevent water ingestion into the engine room.
- e) Engine stringers shall be 3/8" plate, continuously welded, and shall include gussets under the engine mounts.

23. FIRE SYSTEM:

- a) Primary fire system pump shall be a Hale RSD Flex-series, single stage, centrifugal, engine-mounted 1500 GPM fire pump. Pump to be outfitted with 12V vane-type primer pump.
- b) The pump shall be driven by a KEM Equipment Kodiak GMC 6.2L marine engine. Engine includes a dedicated 12V battery start bank with remote battery switch (RBS) and automatic charge relay (ACR). Pushbutton start/stop buttons shall be installed.
- c) The engine is controlled via a Pump Boss 200 controller. The controller regulates pump output by either pressure or engine rpm using a rotary dial with a rapid-reset to idle pushbutton. Controller displays engine tachometer, voltmeter, oil pressure, coolant temperature and check engine status.
- d) Fire pump engine to run off the vessel's main fuel system with dedicated fuel filter. Dual-tank vessels will be plumbed to allow selection of fuel supply and return to either tank.
- e) Raw water engine cooling supplied via an 1-1/4" thru-hull, electric-actuated ball valve, and sea strainer.
- f) Engine exhaust shall consist of 4" wet exhaust exiting each exhaust manifold, wyed into a common 6" exhaust with 6" muffler.
- g) The fire system (Pump and Engine) shall be installed in the machinery compartment.
- h) A fireboy automatic engine room flooding fire extinguishing system to be installed with manual pull cable at operator console.
- i) A 6" welded aluminum thru-hull intake shall supply the fire pump. Intake includes removable strainer plate affixed to the underside of the hull and a serviceable sea chest capped with an aluminum 6" Cam Lok cover for clean out access.
- j) A 6" manually-operated 316SS butterfly valve sandwiched between a pair of 150# aluminum ANSI flanges shall be installed between the thru-hull and pump to serve as an isolation valve.
- k) A section of 6" corrugated wet exhaust hose installed between the butterfly valve and pump intake will provide a buffer from engine vibration.
- l) The pump discharge will supply a 4" diameter fire main assembled from schedule 80 seamless aluminum pipe and fittings.
- m) Stainless steel Victaulic couplers to be used at all pipe breaks.
- n) A 4" fire main branch shall extend to the port bow and terminates at a fire monitor station with 4" ANSI flange.
- o) A Task Force Tips "Valve Under Monitor" (V.U.M.) shall be installed at the station. V.U.M. will be outfitted with a 4" ANSI inlet and a 4" ANSI outlet. V.U.M. will feature two (2) 2.5" MNH gated 90

degree elbows with integral quarter-turn valves. Each gated elbow will be equipped with 2.5" FNH x 1.5" MNH reducer and a 1.5" FNH blind cap.

- p) Gated elbows allow for hand tack lines to be used off the V.U.M.
- q) Stainless steel Victaulic couplers to be used at all pipe breaks.
- r) A Task Force Tips Flex monitor equipped with a quad-stacked tip and stream straightener to be installed at the port bow station. Monitor has a 4" ANSI flange inlet and 3.5" NHM outlet.
- s) Monitor is rated to 2000 GPM.
- t) A 2.5" branch shall extend to the starboard bow, terminating with a 90-degree elbow and 2.5" NHM adapter. A Task Force Tips gated wye with integral quarter turn ball valves, a 2.5" NHF swivel rocker inlet and two (2) 1.5" NHM outlets will be fit to the outlet.
- u) Two 1.5" and one 2.5" anodized aluminum blind caps to protect threads when not in use will be provided.
- v) A 3" fire branch terminating at a fire monitor station shall be located on the wheelhouse roof forward on centerline. A Task Force Tips 4" electric remote-controlled V.U.M. valve shall be installed in the branch to control water flow.
- w) A Task Force Tips Flex remote-controlled monitor equipped with a Master Stream RC nozzle to be installed at the monitor station. Monitor has a 4" ANSI flange inlet and 2.5" NHM outlet. Monitor and nozzle rated to 1250 GPM.
- x) Monitor, nozzle, and valve are operated via a TFT joystick and control panel at the fire control console.
- y) Stainless steel Victaulic couplers to be used at all pipe breaks.

24. SEA TRIALS:

- a) Vessel shall undergo testing (Sea Trials) after completion to verify proper function and performance of all systems to include pump testing of the fire pump to meet NFPA standards. Sea Trials to take place at factory location. Once sea trial and testing is complete, vessel shall be delivered on the water to the Cap Sante Marina in Anacortes, WA 98221.

25. DOCUMENTATION & KEYS:

- a) Two (2) Operation & Maintenance Manual shall be supplied with the craft. Includes OEM technical literature for all supplied equipment, operator/safety instructions, as-built boat drawings, as-built electrical system drawings.
- b) Vessel to include two (2) complete key sets. (Doors, Hatches, Ignition)
- c) Original Bill of Sale and Manufacturer's Statement of Origin documents shall be delivered with the boat conveying free and clear title(s).

26. WARRANTY:

- a) The warranty must at a minimum warrant the aluminum construction and equipment installation against manufacturer defects for a period of 36 months from the time the vessel is put into service. All warranty work to be completed within 25 miles of Anacortes, WA 98221.

PURCHASE ORDER 24-279-AFD-001

EXHIBIT B

VESSEL PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") for one custom built 36' Munson welded aluminum fire boat is between the City of Anacortes. having an address of 904 6th St/PO Box 547, Anacortes, WA 98221 (hereafter called the "Purchaser") and William E. Munson Company having an address of 15806 Preston Place, Burlington, WA USA 98233 (Hereafter called the "Seller").

1. The Seller hereby agrees to sell and the Purchaser hereby agrees to buy one "Munson 36' aluminum fire/rescue boat" (described below) subject to the terms and conditions herein:

Make: Munson	Model: 36' Packman Landing Craft
Year: 2026 (new construction)	
Hull Identification Number: To be issued at time of construction	
Rated Passenger/Weight Carrying Capacity: 15 passengers / 7500 lbs	
Odometer/Hours Reading: N/A - New construction	
Description of Trailer: none	
Registration Number of Trailer: none	
Description of Lifesaving and Safety Equipment: meets USCG requirements	
Other included Equipment or Furnishings: Per Purchase Order 24-279-AFD-001 Exhibit A One 36' Packman Landing Craft for \$699,989.08 (including WA sales tax)	

2. The purchase price of the vessel is \$699,989.08 USD upon the signing of this Agreement by the Purchaser, with a deposit of \$25,000.00 made to the William E. Munson Company.
3. Build schedule and payment terms shall be as follows:
 - a. \$25,000.00 USD deposit to initiate order
 - b. 30% due at start of hull fabrication (\$184,996.72)
 - c. 40% due upon completion of aluminum fabrication (\$279,995.64)
 - d. 30% due upon completion of vessel prior to shipping (\$209,996.72)
4. An invoice shall be submitted for each payment above. Payment shall be made by the Purchaser within 30 calendar days of the invoice date.
5. The purchase of the vessel requires the craft to be fully designed and custom built to order. Detailed vessel drawings shall be submitted to the purchaser for review prior to starting

construction. The Purchaser shall give written acceptance, or request modification to the proposed vessel drawings within 15 days of submitting vessel drawings. Failure of the Purchaser to give written acceptance of the vessel drawings will delay completion.

6. The Seller warrants that the vessel shall be built to US Coast Guard requirements for an uninspected fire/rescue vessel. Should the Purchaser require any additional classification or engineering, the Purchaser agrees to pay for any additional work required for engineering, fabrication and documentation related to such classification, if required, by the Purchaser. The price for such classification requirements shall be agreed to in writing and added to the total cost of each vessel and incorporated in the payment terms listed above.
7. The Seller offers that the vessels and all components supplied are brand new and shall provide a warranty on each vessel, 3 years for the aluminum hull from the date of acceptance. Equipment and components purchased from outside suppliers and installed in the vessel (ie: engines, electronics, etc) is warranted by the Seller for proper installation only, as provided by installation instructions supplied with such equipment. Equipment and components purchased from outside suppliers will be warranted by the manufacturer or supplier of that equipment under their standard warranty. Specifically excluded from this warranty are windows, paint, batteries and upholstery.
8. The Seller further agrees that the completion of the vessel shall be done within approx 30 months after execution of this agreement. The Parties agree that should any components become unavailable to meet the completion date, the Seller shall notify the Purchaser in writing giving details to the scope of supply and alternatives available.
9. It is understood and agreed that the Purchaser may instruct his agents or surveyors to investigate vessel details as the Purchaser desires validated.
10. The said vessels are being sold and purchased free and clear of all debts, claims, liens and encumbrances of any kind whatsoever, and the Seller warrants and will transfer title and ownership of the vessels with all lawful rights upon Purchaser acceptance and full payment. Original Bill of Sale and Certificate of Origin documents shall be provided to the Purchaser and shall be notarized.
11. Acceptance for completion of said vessel shall be made at the Munson Factory, 15806 Preston Place, Burlington, WA 98233 USA, together with all gear, machinery, equipment, furnishings and all other articles and apparatus thereto belonging. Once sea trial and testing is complete, vessel shall be delivered by Seller to Purchaser on the water to the Cap Sante Marina in Anacortes, WA 98221.
12. In the event the Purchaser fails to pay the balance of the purchase price and/or execute all commitments necessary for the completion of the purchase, pursuant to the payment terms of this agreement, the deposit sums paid shall be retained by the Seller as liquidated and agreed damages and the parties shall be relieved of all obligations under this Agreement.

- 13.** It is agreed by the parties that the risk of loss, damage or destruction of said Vessel and equipment shall be borne by the Seller until the transaction is closed. The Vessel shall be covered by the Seller's Builders Risk insurance policy until the vessel undergoes successful sea trials and delivered to the Purchaser, at which time, the Seller is no longer responsible for risk of loss.
- 14.** Any legal action brought by or against either party under the terms of this Agreement shall be determined by the laws of the State of Washington, and venue and jurisdiction for said action shall be within the County of Skagit and the State of Washington, respectively.
- 15.** This agreement is binding on the Seller and the Purchaser, their heirs, executors, or assigns, as soon as executed by both parties hereunto. Vessels does not leave the yard until all bills are paid in full.



**PURCHASE ORDER #24-279-AFD-001
SPECIAL PROVISIONS
EXHIBIT C**

1. **Federal General Services Administration Contract Number 47QSWA22D006M**. This purchase is made through the Federal General Services Administration Contract Number 47QSWA22D006M and shall be accomplished in accordance with the Contract Clause Document for that contract.

2. **Federal Grant Terms & Conditions**. This purchase is subject to the Federal Grant Terms & Conditions set forth 2 CFR 200 Uniform Grant Guidance (UGG) applicable to this Contract as detailed in Exhibit D, which is hereby incorporated by reference and made a part hereof. Contractor is apprised that many of the provisions in Exhibit D are flow down, which means the provision also applies to subcontracts.

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

4. **Invoicing**. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, PO Number and Price, or Amended Price. Supplier shall allow 30 days for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. Suppliers may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

The City shall notify the Supplier within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Supplier 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.

5. **Withholding Payment**. In the event the City determines that the Supplier has failed to perform any obligation under this PO within the times set forth in this PO, then the City may withhold from amounts otherwise due and payable to Supplier the amount determined by the City as necessary to cure the default, until the City Attorney determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Supplier to terminate or damages, provided that the City promptly gives notice in writing to the Supplier 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 Supplier 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 Supplier acts within the times and in strict accord with the provisions of the Disputes clause of this PO. 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 PO, 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 Supplier, (3) to set off any amount so paid or incurred from amounts due to become due the Supplier. In the event the Supplier obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Supplier by reason of good faith withholding by the City under this clause.

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

7. **Inspection**.

A. **Of the Work**: All materials furnished and work done shall be subject to inspection. The City Project Manager administering the PO shall at all times have access to the work wherever it is in progress or being performed, and the Supplier shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Supplier of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the PO. 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 Supplier may appeal to the City Attorney whose decision shall be final. The PO shall be carried out under the general control of the representative of the City administering the PO, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City. The Supplier shall comply with any and all orders and instructions given by the representative of the particular Department administering the PO in accordance with the terms of the PO. Nothing herein contained, however, shall be taken to relieve the Supplier of their obligations or responsibilities under the PO.

8. **Defense and Indemnity Agreement.** The Supplier 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.

9. **Insurance Requirements**

A. Insurance Term: The Supplier shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City.

B. No Limitation: The Supplier's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Supplier 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 Supplier shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes shall be named as an additional insured** under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

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

Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

E. Other Insurance Provision: The Supplier's Commercial General Liability insurance policy or 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 Supplier's insurance and shall not contribute with it.

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

G. Verification of Coverage: The Supplier shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Supplier before goods, materials or supplies will be accepted by the City.

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

I. Failure to Maintain Insurance: Failure on the part of the Supplier 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 Supplier 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 Supplier from the City.

J. City Full Availability of Supplier Limits: If the Supplier 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 Supplier, irrespective of whether such limits maintained by the Supplier 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 Supplier.

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

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

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

13. The City's Right to Terminate PO.

A. Termination for Default: If the Supplier defaults by failing to perform any of the obligations of the PO 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 Supplier in the U.S. mail, postage prepaid, terminate the PO, and at the City's option, obtain performance of the work elsewhere. If the PO is terminated for default, the Supplier shall not be entitled to receive any further payments under the PO until the Scope of Services under this PO 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 Supplier. The Supplier 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 Supplier 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 PO 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 PO is terminated in accordance with this paragraph, the Supplier shall be entitled to payment for actual work performed at unit PO prices for completed items of work through the date of termination. An equitable adjustment in the PO price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this PO by the City at any time during the term, whether for default or convenience, shall not constitute a breach of PO by the City.

14. Changes/Additional Work. The City may engage Supplier to perform services in addition to those listed in this PO, and Supplier 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 PO. 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 Supplier to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this PO is approved in writing by both parties.

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

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

17. Disputes

A. General: Differences between the Supplier and the City, arising under and by virtue of this PO 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 PO.

B. Notice of Potential Claims: The Supplier 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 Supplier 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 Supplier 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. Supplier shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

B. Detailed Claim: The Supplier 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 Supplier 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 Supplier arising out of this PO, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Supplier to have oversight over the administration of this PO. 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.

18. **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 Supplier shall have no recourse against the City.

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

20. **Compliance with Laws.** The Supplier in the performance of this PO 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 PO to assure quality of services.

21. **Severability.** If any term or condition of this PO 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 PO are declared severable.

22. **Survival of PO Termination.** The provisions of the following paragraphs and the liability of the Supplier for default during the term of the PO shall survive, notwithstanding the termination or invalidity of this PO for any reason: The City's Right to Terminate PO; Governing Law; Disputes; Defense & Indemnity.

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

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

SUPPLIER:
William E. Munson Company
Jesse Munson
15806 Preston Place
Burlington, WA 98233
Jesse@MunsonBoats.com

PURCHASE ORDER #24-279-AFD-001

Federal Grant Terms & Conditions

EXHIBIT D

1. Federal funding

The Contractor is notified that this contract is funded by federal funds under the following grant:

FY 2024 Port Security Grant Program (Department of Homeland Security).

The Contractor must comply with the terms and conditions below.

2. Access to Records and Reports

In accordance with CFR 200.336, the Contractor agrees to provide the City, applicable federal agencies, the Comptroller General of the United States, the State of Washington, or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

3. Termination of Contract.

City reserves the right to terminate this Agreement at any time by sending written notice of termination to Contractor ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Contractor or three business days after issuance of the Notice. Upon the Notice Date, Contractor shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Contractor's material breach, the Contractor shall be paid or reimbursed for (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less any payments previously made and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonable necessary to terminate the Work in an orderly manner. The Notice shall be sent by express mail (such as Federal Express), by the United States Mail to Contractor's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by hand delivery. The City does not by this section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, City may deduct from the final payment due the Contractor (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other back charges or credits.

4. Recycled Products

To the extent practicable and economically feasible, the Contractor shall provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in U.S. Environmental Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. The Contractor shall include this provision in all of its subcontracts, with the requirement that it shall flow down to all subcontracts regardless of tier.

5. Contract Work Hours and Safety Standards Act

- a) Overtime Requirements: No contractor or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (a) of this provision, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this provision, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (a) of this provision.
- c) Withholding for Unpaid Wages and Liquidated Damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) of this provision.
- d) Compliance with OSHA: The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 333, and applicable Department of Labor regulations, "Safety and Health Regulations for Construction" 29 CFR 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.
- e) Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the paragraphs set forth in this provision, Contract Work Hours and Safety Standards Act, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this provision.

The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this provision if the work in question involves the performance of construction work and is to be performed (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity.

If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

- 6. [Clean Air Act \(42 U.S.C. 7401-7671q.\) and the Federal Water Pollution Control Act \(33 U.S.C. 1251-1387\), as amended—Applies to contracts in excess of \\$150,000.](#)

The Contractor comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

All contracts must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

7. [Certification Regarding Debarment, Suspension \(Executive Orders 12549 and 12689\)](#)

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction \ estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By entering into the agreement, the Contractor is providing the assurances and certifications for First Tier Participants and Lower Tier Participants, as set out below.

Instructions for Certification – First Tier Participants:

- a) The prospective first tier participant is providing the certification provided as Attachment A.
- b) The inability of a person to provide the certification set out in Attachment A will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out in Attachment A. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c) The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d) The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this contract is awarded if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e) The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f) The prospective first tier participant agrees by entering into this contract, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g) The prospective first tier participant further agrees by entering into this contract that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this

covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
- i) Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j) Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid on a solicitation valued at \$100,000 or more shall file the certification required by 31 USC 1352, provided as Attachment B. Additionally, the Contractor shall require each subcontractor and each lower tier subcontractor exceeding \$100,000 to certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Contractor to be submitted to the City.

9. Open and Fair Opportunities

During the term of this Agreement, the Contractor shall not create barriers to open and fair opportunities to participate in City contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. During the performance of this Agreement, neither the Contractor nor any party subcontracting under the authority of this Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

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 C.F.R. Part 21.

The selected Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination including RCW Chapter 49.60. The Contractor further agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to the following:

- a) Nondiscrimination in Federal Programs: The selected Contractor agrees to comply with the provision of, 41 CFR, Parts 60 et seq., which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b) 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.
- c) 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 federal agency 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 federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.
- d) Incorporation of Provisions: The contractor will include the provisions of paragraphs this section 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 City 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.

10. Additional Federal Clauses:

- a. Whistleblower Protection Act
- b. USA Patriot Act of 2001
- c. Rehabilitation Act of 1973
- d. Trafficking Victims Protection Act of 2000
- e. Terrorists Financing
- f. SAFECOM
- g. Civil Rights Act of 1964, Title VI and Civil Rights Act of 1968
- h. Americans with Disabilities Act of 1990
- i. Age Discrimination Act of 1975
- j. Federal Leadership on Reducing Text Messaging While Driving
- k. Energy Policy and Conservation Act
- l. National Environmental Policy Act

ATTACHMENT A

Certification Regarding Debarment, Suspension (Executive Orders 12549 and 12689)

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- ii) Have not within a three-year period preceding this Bid been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- iv) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- v) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

I certify under penalty of perjury that the above statements are true, and the Contractor shall comply with the above requirements.

Signature: _____ Date: _____

Name: _____ Title: _____

Company: William E. Munson Company

ATTACHMENT B

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the following required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of their knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, William E. Munson Company, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor's Signature: _____

Dated: _____



City Council Agenda Bill

Meeting Date: December 16, 2024 **Agenda Item:** 8.h.

Agenda Item Title: Contract Award: 2025 City Facilities Janitorial Services #25-013-FAC-001

Staff Contact(s): Andrew Rheume

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$140,252.60 to Be Enterprises LLC to perform the 2025 City Facilities Janitorial Services. The work provided includes routine janitorial cleaning at 6 city facilities, and yearly window, carpet, and floor cleaning at specified locations. This is an increase of \$5,000 over last years janitorial costs with the service increasing to include regular thorough cleaning of kitchens and flooring.

Background:

1. History: Weekly janitorial services required at the Operations Facility, Library, Fire Station 1, Wastewater Treatment Plant, Senior Activity Center, and City Hall include, but are not limited to, basic vacuuming, dusting, trash removal, mopping, surface cleaning, and cleaning of restrooms and break rooms. The recommended vendor will provide these cleaning services and cleaning products required for the work. The City will provide paper products and trash liners. The agreement also includes yearly window, carpet, and floor cleaning at the Library, Senior Activity Center, WTP, Public Safety Building, and City Hall.
2. Key Terms:
 - The contract term is from 1/1/25-12/31/25
 - Contract is for a fixed price of \$140,252.60
3. Competitive Bidding: This work is considered a Purchased Service and not subject to formal bidding requirements. The Project Manager evaluated options and selected Be Enterprises LLC to perform the work.

Budget Impact:

Contractor	Be Enterprises LLC
Contract Amount	\$140,252.60
BARs #	Wastewater Treatment Plant: 440.750.535.83.41 All other facilities: 001.713.518.30.41
Budget Amendment Required?	No
Start Date	1/1/2025
End Date	12/31/2025

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract #25-013-FAC-001 with Be Enterprises LLC in the amount of \$140,252.60 for the performance of the 2025 City Facilities Janitorial Services.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-013-FAC-001



CONTRACT 25-013-FAC-001
Between
THE CITY OF ANACORTES
and
BE ENTERPRISES LLC

2025 JANITORIAL SERVICES

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Be Enterprises LLC, hereinafter referred to as the "Contractor".

WHEREAS, the City requires the janitorial services of the Contractor;

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

1. **Scope of Work.** Under this Agreement, the Contractor shall provide janitorial services at City of Anacortes facilities, as detailed in Exhibit A Scope of Work, which is hereby incorporated by reference and made a part hereof. Work shall be performed on the schedule listed in Exhibit A and scheduled in advance with the Project Manager, Brandon Krause, or designee.

2. **Price.** Pricing shall be fixed as specified in Exhibit A, for an annual firm fixed price of amount of **One Hundred Forty Thousand Two Hundred Fifty-Two Dollars and Sixty Cents (\$140,252.60)**. This includes all labor and materials 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.

3. **Period of Performance.** The period of performance is from January 1, 2025 through December 31, 2025. The specific janitorial schedules for each facility are listed in Exhibit A.

4. WASHINGTON STATE PREVAILING WAGES

- a) Before any payment can be made by the City, Contractor must file a "Statement of Intent to Pay Prevailing Wages" with L&I and provide a copy of the L&I approved Intent to the City Contract Specialist. Contractor will pay promptly, when due, all wages accruing to its employees. Intents will be filed annually by the Contractor at the start date of each new contract year.
- b) Before full or partial payment of the final invoice for the Contract year expiring can be made to the Contractor, an "Affidavit of Wages Paid" must be filed with L&I by the Contractor within fifteen (15) days of all work performed during the Contract year just completed. A copy of the L&I approved Affidavit must be provided to the City Contract Specialist. Affidavits will be filed annually by the Contractor to cover wages paid for the contract year just expired.
- c) For the first year of the Contract, Contractor shall pay its workers the applicable prevailing wage rates in effect upon the date of execution of the contract. At the end of the first contract year, and each successive year thereafter, Contractor shall adjust the prevailing wages paid to its employees to recognize and follow the most recent increases promulgated by L&I, if any. L&I updates prevailing wage rates every March and September. Any adjusted rates shall be reflected on the Intent filed for the new contract year.
- d) Subsequent to any prevailing wage adjustments, the Contract Price shall be adjusted on each anniversary date to reflect any changes in labor cost based on the most recent prevailing wage rates. For any adjustment in the established Contract Price due to Contractor wage revisions, Contractor must submit the cost of wage increases to City for adjustment of the rates that will be paid to the Contractor for work in the new contract year. Prior to City issuing a Modification to adjust contract pricing, Contractor must submit sufficient cost details to City documenting the number of hours, or expected hours, to be worked by employees receiving the new prevailing wage rate, if any, and a formula for determining the resulting increase in the overall contract prices. City is not liable for rate increases proposed by the Contractor that are not consistent with the original Contractor estimates.
- e) In compliance with WAC 296-127, Contractor is required to pay L&I the appropriate filing fee with each Intent and Affidavit submitted to that department for certification. These fees are incidental to the Contract.
- f) 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 the Department of Labor and Industries 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 the Department of Labor and Industries 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 Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner 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.

5. **Contractor Work Hours.** Janitorial service will occur after business hours and shall not interfere with regular daily operations at the facilities. Contractor will perform weekly services according to the schedules listed per location in Exhibit A. Contractor is not obligated to perform services on a City of Anacortes recognized holiday. If Contractor is scheduled to provide weekly service that falls on a holiday recognized by the City, Contractor must prearrange service with the Project Manager to either work the day before or the day after the holiday in question.

6. **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.

7. **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.

8. **Work Standards.** The following standards will be used by the Project Manager in evaluating completed janitorial service:

- a) **Damp Mopping:** A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.
- b) **Dusting:** Properly dusted surfaces are free of all dirt and dust, streaks, lint and cobwebs. Dusting will be accomplished with properly treated cloths.
- c) **Glass Cleaning:** Glass surfaces are clean when no deposits, streaks, film, or stains remain and there is a uniformly bright appearance. Wipe any overspray from adjacent surfaces.
- d) **Metal Cleaning:** Metal surfaces are clean when no deposits, tarnish, film, or streaks remain and there is a

uniformly bright appearance. Remove any cleaner overlap/overspray from adjacent non-metal surfaces to prevent discoloring or damage.

- e) **Spot Cleaning – General:** An adequately spot-cleaned surface is free of all deposits, stains, and is substantially free of cleaning marks.
- f) **Spot Cleaning – Carpets:** A carpet “spot” is any stain, deposit, gum or spill or spill within a maximum one foot square area that can be removed or rubbed out with a cleaning solution not requiring machinery extraction. Spot cleaning should diminish or completely remove the spot until regular carpet cleaning is scheduled or required. Care will be taken to use a product that will not harm the carpet fibers.
- g) **Sweeping and Vacuuming:** Properly swept and vacuumed floors are free of all topical dirt, grit, lint and debris, except embedded dirt and grit.
- h) **Surface Cleaning:** Properly cleaned surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance free from dirt, stains, streaks, lint and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film and deposits.

9. **Subcontracts.** The Contractor shall not subcontract the Scope of Work (“Work”) unless the Project Manager 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.

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.

10. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Agreement Number, and Invoice Amount. The Contractor must invoice MONTHLY for quantities delivered during the invoice period and allow 30 calendar days from receipt of the invoice for payment. Invoices should 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. **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.

12. **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.

13. **Final Payment: Waiver of Claim** The contractor's acceptance of final payment 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.

14. **Non-exclusive Agreement**. Nothing in this Agreement shall preclude the City from performing or obtaining the services covered by this Agreement through sources other than the Contractor.

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

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

17. **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 his or her 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.

18. **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.

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.

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 pre-printed on any purchase order, quote, invoice, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, Contractor's website, specification and similar document or communication.

20. **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 Contractor'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 \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. **City's 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 commencement 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.

21. 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.

22. 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.

23. 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.

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 Contracting Agent or 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 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, 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; The City's Right to Terminate; Governing Law; Defense & Indemnity Agreement; 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:

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

CONTRACTOR:

Be Enterprises LLC
Beth Grassi
6310 Goodhew Road
Sedro-Woolley, WA 98284
beth@beenterprisesllc.net

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

CITY OF ANACORTES

BE ENTERPRISES LLC

By _____

By _____

Date _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

CONTRACT 25-013-FAC-001
2025 JANITORIAL SERVICES
EXHIBIT A

SCOPE OF WORK PER FACILITY AND SERVICE TYPE

- Cleaning products provided by Contractor
- Paper products and trash liners provided by the City

Overall Summary:

Scheduled Services

Location	Street Address	Type	Frequency	Cost of Complete Service Per Month	Cost Per Calendar Year
1. Operations Facility	2201 37 th Street, Anacortes	General	2x per wk	\$959.40	\$11,512.80
		Deep Clean	Quarterly	\$125.00	\$500.00
2. Library	1220 10 th Street, Anacortes	General	3x per wk	\$1,532.40	\$18,388.80
		Restrooms	6x per wk	\$750.00	\$9,000.00
		Windows	1x per year	\$1,650.00	\$1,650.00
		Carpet	1x per year	\$3,000.00	\$3,000.00
3. Fire Station I	1016 13 th Street, Anacortes	General	1x per wk	\$505.05	\$6,060.60
		Windows	1x per year	\$750.00	\$750.00
4. Wastewater Treatment Plant	500 T. Ave, Anacortes	General	1 x wk	\$580.45	\$6,965.40
5. Water Treatment Plant	14489 River Bend Rd, Mount Vernon	Flooring	2x per year	\$300.00	\$600.00
6. Senior Activity Center	1701 22 nd St, Anacortes	General	5x per wk M-F	\$2,700.00	\$32,400.00
		Flooring	2x per year	\$4,500.00	\$9,000.00
		Windows	1x per year	\$475.00	\$475.00
7. Public Safety Building	1218 24 th St, Anacortes	Flooring	1x per year	\$800.00	\$800.00
		Court Chairs	1x per year	\$250.00	\$250.00
		Windows	1x per year	\$500.00	\$500.00
8. City Hall	904 6 th St, Anacortes	General	5x per wk M-F	\$3,000.00	\$36,000.00
		Windows	2x per year	\$1,200.00	\$2,400.00
Total					\$140,252.60

Work Details:

Location 1: Operations Facility

Entrance:

- Clean reception area including hard top surface, disinfect computer keyboards and phones
- Clean entrance door windows
- HEPA vacuum and mop all flooring

Bathrooms/Locker Rooms:

- Sanitize bathrooms fixtures
- Toilets, urinals, and sinks cleaned and sanitized
- Clean and disinfect countertops, mirrors, toilet handles, doorknobs, and light switches
- Refill paper products, soap dispensers, and change urinal fresheners as needed
- HEPA vacuum and mop floors
- Empty garbage and recyclable bins

Offices:

- High/low dusting, sanitize keyboard, phones, 10 key
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all office carpet & hard floors, mop as needed
- Empty garbage and recyclable bins

Conference Room:

- High/low dusting, sanitize keyboard, 10 key, etc.
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all flooring
- Empty garbage and recyclable bins

Break Room:

- Wipe down kitchenette area, including sink, microwave, and exterior cabinets
- High/low dust and surface clean
- Surface clean and disinfect table tops and other surfaces
- HEPA vacuum and mop all flooring
- Empty garbage and recyclable bins

Work room(s):

- High/low dusting, sanitize keyboard, 10 key, etc.
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all office carpet & hard floors, mop as needed
- Empty garbage and recyclable bins

Deep Cleanings:

Deep cleaning consists of regular cleaning, windows, windowsills, spider web removal, dusting of high areas and low areas, wiping down chairs, cabinets, cleaning of the walls and doors, removal of scuff marks on cove base and scrubbing of floors.

Location 2: Anacortes Public Library

Main Lobby:

- Clean entrance glass door internal and external doors
- HEPA vacuum
- Empty trash and replace liners
- Sanitize door handles
- Dust window and wooden ledges that are waist level

Community Meeting Room:

- Clean entrance door windows
- High low dusting
- Clean and disinfect countertop and sink area
- HEPA spot vacuum as needed
- Empty garbage and recycling bins
- Sanitize door handles and light switches

Main Hall:

- Clean circulation desk area clean hard top surfaces
- HEPA vacuum all carpet
- Empty garbage and recycling bins
- Surface clean all public desks and tables and window ledges
- Sanitize door handles and light switches

Small Study Rooms:

- High low dusting including window ledges
- Surface clean table tops and desks
- HEPA vacuum carpet
- Empty garbage and recycling bins
- Clean and sanitize door handles and light switches

Children's area:

- High low dusting including window ledges
- Surface clean table tops
- HEPA vacuum carpet
- Vacuum linoleum floor – mop as needed
- Empty garbage and recycling bins
- Clean and sanitize door handles and light switches

Office and Cubicles:

- High low dusting
- Surface clean open areas on desktops, shelves, and ledges
- HEPA vacuum carpet
- Empty garbage and recycling bins
- Clean and sanitize door handles and light switches

Second Floor Fiction and Fireside Reading Area:

- High low dusting
- Surface clean on desktops, table tops, window ledges and short bookshelf tops
- HEPA vacuum carpet as needed
- Empty garbage and recycling bins
- Clean and sanitize door handles and light switches

Kitchenette:

- Wipe down kitchenette area including sink, microwave, and exterior of cabinets
- High low dusting
- Surface clean table tops
- HEPA vacuum and mop flooring
- Empty garbage and recycling bins
- Clean and sanitize door handles and light switches

6 x weekly Public Restroom schedule:

- Sanitize bathrooms fixtures
- Clean and sanitize all toilets, sinks, countertops, and mirrors

- Disinfect toilet handles, doorknobs, and light switches
- Refill paper products and sop as needed
- HEPA vacuum
- Mop floors
- Empty garbage and recyclable bins

Window Cleaning:

- Large windows to be cleaned in April
- Glass surfaces are clean when no deposits, streaks, film, or stains remain and there is a uniformly bright appearance. Contractor shall wipe any overspray from adjacent surfaces. Ladders must be used at all times in a manner that meets Chapter 296-876 WAC and any and all other applicable Federal, State, local laws, ordinances, and regulations.

Carpet Cleaning:

Use a hot water extraction machine with pressurized water and cleaning solution for deep clean.

Location 3: Fire Station 1

Entrance:

- Clean reception area.
- Dust hard top surface, disinfect computer keyboards, and phones
- Clean entrance door windows
- HEPA vacuum entrance and reception areas, mop hard flooring and fatigue mats

Bathrooms:

- Sanitize bathrooms fixtures
- Toilets, and sinks cleaned and sanitized.
- Clean and disinfect counter tops, mirrors, toilet handles, doorknobs, and light switches
- Refill paper products and soap dispensers, as needed
- HEPA vacuum and mop floors

Offices:

- High/low dusting, sanitize keyboard, phones, 10 key
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all flooring, mop as needed

Conference Rooms:

- High/low dusting, sanitize keyboard, 10 key
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all flooring, mop as needed

Kitchenette/Break Room:

- Wipe down kitchenette area, including sink, microwave, and exterior cabinets
- High/low dust
- Surface clean and disinfect table tops
- HEPA vacuum and mop flooring
- Clean and sanitize door handles and light switches

Work Room:

- High/low dusting
- Surface clean countertops/tables
- HEPA vacuum and wet mop

Additional common areas:

- Wipe hand rails
- HEPA vacuum wet mop stairs

- Clean entry glass
- Wet mop hallways floors

Window Cleaning:

- Windows to be cleaned in April
 - Glass surfaces are clean when no deposits, streaks, film, or stains remain and there is a uniformly bright appearance. Contractor shall wipe any overspray from adjacent surfaces. Ladders must be used at all times in a manner that meets Chapter 296-876 WAC and any and all other applicable Federal, State, local laws, ordinances, and regulations.
-

Location 4: Anacortes Wastewater Treatment Plant

Entrance:

- Clean reception area dust hard top surfaces disinfect computer keyboards and phones
- Clean both sets entrance door windows
- Clean side door windows
- HEPA vacuum entrance rugs mopping hard flooring to include hallways

Bathrooms: in both buildings

- Sanitize bathroom fixtures
- Toilets urinals showers and sinks cleaned and sanitized
- Clean and disinfect counter tops, mirrors, toilet handles, doorknobs and light switches
- Refill paper products and soap dispensers as needed
- HEPA vacuum and mop floors
- Empty garbage and recyclable bins

Offices:

- High/low dusting
- Sanitize keyboards, phones and 10 key
- Surface clean open area on desktops, shelves, and ledges
- HEPA vacuum all flooring mop as needed
- Empty garbage and recyclable bins

Lab:

- Surface clean desktops, shelves, and ledges
- HEPA vacuum all flooring mop
- Empty garbage and recyclable bins

Kitchenette / Break Room:

- Wipe down kitchenette area including sink, microwave, and exterior of cabinets
 - High low dusting
 - Surface clean table tops
 - HEPA vacuum and mop flooring
 - Clean and sanitize door handles and light switches
 - Empty garbage and recyclable bins
-

Location 5: Anacortes Water Treatment Plant

Floor Cleaning and Recoating:

- deep scrub and apply four (4) coats of floor finish to all vinyl commercial tile (VTC) floors
-

Location 6: Senior Activity Center

Lobby Entrance:

- Clean entrance area
- Dust hard counter top surface

- Clean entrance door windows
- Wipe down all LCD computer monitors with microfiber to remove dust
- HEPA vacuum entrance and reception areas

Bathrooms:

- Sanitize bathrooms fixtures
- Toilets, and sinks cleaned and sanitized
- Clean and disinfect counter tops and mirrors
- Disinfect toilet handles, doorknobs, and light switches
- Clean showers as needed
- Refill paper products, as needed
- HEPA vacuum and mop floors

Great Rooms:

- High/low dusting, sanitize keyboard, phones, 10 key
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all office carpet & hard floors

Kitchen:

- Empty garbage and recycle
- HEPA vacuum and mop hard floors

Work Room(s) / Offices:

- High/low dusting
- Surface clean countertops/tables
- Sanitize work surfaces/stations/tables
- HEPA vacuum and wet mop

Additional Common Areas:

- Wipe hand rails as needed
- HEPA vacuum
- Clean entry glass as needed
- Neutral pH wet mop hallway floors

Floor Cleaning and Recoating:

- to be performed in April and November
- deep scrub and apply four (4) coats of floor finish to all vinyl commercial tile (VTC) floors

Window Cleaning:

- Windows to be cleaned in April
- Glass surfaces are clean when no deposits, streaks, film, or stains remain and there is a uniformly bright appearance. Contractor shall wipe any overspray from adjacent surfaces. Ladders must be used at all times in a manner that meets Chapter 296-876 WAC and any and all other applicable Federal, State, local laws, ordinances, and regulations.

Location 7: Public Safety Building

Floor Cleaning and Recoating:

- deep scrub and apply four (4) coats of floor finish to all vinyl commercial tile (VTC) floors

Court Chair Upholstery Cleaning:

- clean all Court chairs with cleaning agents based on the tag instructions of the chair

Window Cleaning:

- Windows to be cleaned in April

- Glass surfaces are clean when no deposits, streaks, film, or stains remain and there is a uniformly bright appearance. Contractor shall wipe any overspray from adjacent surfaces. Ladders must be used at all times in a manner that meets Chapter 296-876 WAC and any and all other applicable Federal, State, local laws, ordinances, and regulations.

Location 8: City Hall

Lobby Entrance:

- Clean entrance area
- Dust hard counter top surface
- Clean entrance door windows
- HEPA vacuum/mop entrance and reception areas

Bathrooms:

- Toilets, and sinks cleaned and sanitized
- Clean/sanitize all bathroom fixtures including toilet handles, countertops, mirrors door handles, push buttons and light switches
- Refill paper products and soap dispensers
- HEPA vacuum and mop floors

Conference Rooms:

- High/low dusting, sanitize keyboards/phones
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all office carpet & hard floors

Kitchens:

- Empty garbage and recycle
- HEPA vacuum and mop hard floors

Work Room(s) / Offices:

- High/low dusting
- Surface clean countertops/tables
- Sanitize work surfaces/stations/tables.
- HEPA vacuum and wet mop

Additional Common Areas:

- Sanitize hand rails
- HEPA vacuum/mop flooring
- Clean entry glass

Window Cleaning:

- Windows to be cleaned in April and September
- Glass surfaces are clean when no deposits, streaks, film, or stains remain and there is a uniformly bright appearance. Contractor shall wipe any overspray from adjacent surfaces. Ladders must be used at all times in a manner that meets Chapter 296-876 WAC and any and all other applicable Federal, State, local laws, ordinances, and regulations.



City Council Agenda Bill

Meeting Date: December 16, 2024 **Agenda Item:** 8.i.

Agenda Item Title: Contract Award: On-Call Cummins Equipment Repair #24-299-ERR-001

Staff Contact(s): Andrew Rheume, WiL Ludemann

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$150,000.00 to Cummins Inc. to perform as needed repair work for all City-owned Cummins fleet engines and mobile generators.

Background:

1. **History:** In effort to speedup repair work and keep within our contracting guidelines we would like to have an on-call contact to cover as needed repairs on our fleet equipment. This work is for what is above and beyond the scope of work we can accomplish in house and the use of this contract will vary greatly year to year.
2. **Key Terms:**
 - o Contract is on a time and materials basis not-to-exceed \$150,000.00.
 - o The period of performance is from contract inception through December 31, 2027
3. **Competitive Bidding:** This work is considered a purchased service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Contractor	Cummins Inc.
Contract Amount	\$150,000.00
Earmarked Funds	\$120K/year

BARS #	501.790.548.62.41
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/2027

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-299-ERR-001 with Cummins Inc. in the amount of \$150,000.00 to perform the On-Call Cummins Equipment Repair.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-299-ERR-001



AGREEMENT 24-299-ERR-001

Between THE CITY OF ANACORTES AND CUMMINS INC.

ON-CALL CUMMINS EQUIPMENT REPAIR

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City"), and Cummins Inc., a private contractor at 3717 McDougall Ave, Everett, WA 98201 (herein after referred to as "Contractor").

1. **Scope of Work.** Contractor shall furnish all materials, equipment, and labor to perform as needed repair work for all City-owned Cummins fleet engines and mobile generators. The work under this contract does not include any service or maintenance on generators for City buildings.

Work will be assigned on an as-needed basis. When a need arises, the City Project Manager, Wil Ludemann, will contact the Contractor and provide a summary of the needed work. The Contractor shall provide a price estimate for the requested work based on the rate set forth under Article 2. Contract Price and Payment Terms. Once the Parties agree to the description of services, schedule, and price estimate, the work shall proceed at the Project Manager's direction. The Contractor is not authorized to expend costs in excess of the not-to-exceed amount set forth under Article 2. Contract Price and Payment Terms. The not-to-exceed amount stated in Article 2. Contract Price and Payment Terms can only be revised through written modification mutually signed by the Parties.

2. **Contract Price and Payment Terms.** The Contractor will perform the scope of work above on a time and materials basis not-to-exceed **One Hundred Fifty Thousand Dollars (\$150,000.00)**. This includes all labor, materials, standard freight, administrative overhead, and sales tax. Prices shall be invoiced at 10% discount off posted labor rates and current fleet pricing on all parts.

3. **Period of Performance.** The term of this Contract shall be from inception through December 31, 2027.

4. **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.

5. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date, Invoice Number, Invoice Period, **Contract Number** and Price, or Amended Price. The Contractor must allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@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.

6. **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.

7. **Final Payment: Waiver of Claim.** The Contractor's acceptance of final payment 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.

8. **Subcontracts.** The Contractor shall not subcontract the Scope of Work ("Work") unless the Project Manager 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.

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.

9. **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.

10. **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.

11. **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.

12. **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.

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. **Defense and Indemnity Agreement.** 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.

16. 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 Contractor'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 when any motor vehicles are used in connection with work to be performed. 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 when any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed.
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 subcontractor' coverage. Failure of the City to demand such verification of coverage with these insurance requirements or failure of the City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of 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.

17. **Acceptance.** Contractor acknowledges and agrees that these terms and conditions 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 terms and conditions supersede all conflicting or additional terms pre-printed on any purchase order, quote, Contractor's website, invoice, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

18. **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.

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

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

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

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

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

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

CITY:

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

CONTRACTOR:

Cummins Inc.
Curtis Schmieder
1030 SW 34th Street
Renton, Washington 98057
curtis.schmieder@cummins.com

36. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DOWNTIME, LOSS OF DATA, DAMAGE TO GOODWILL, LOST PROFITS, REVENUES, OR SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, EXCEPT THAT THE FOREGOING SHALL NOT RESTRICT A PARTY'S ABILITY TO RECOVER DIRECT DAMAGES FOR BREACH OF THIS AGREEMENT. With respect to any causes of action and/or claims raised against the Supplier by the City that are not covered by the insurance policies required hereunder, except any claims for indemnification under Section 15 above, Supplier's liability to the City shall not exceed an aggregate amount of two million (\$2,000,000.00). The limitations set forth in this Section 36 shall not apply to any claims for indemnification under Section 15 above.

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

CITY OF ANACORTES

CUMMINS INC.

By _____

By _____

Date _____

Title _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



City Council Agenda Bill

Meeting Date: December 16, 2024 **Agenda Item:** 8.j.

Agenda Item Title: Resolution 3176: Tourism Promotion Funds

Staff Contact(s): Stephanie Snyder, John Coleman, Steve Hoglund

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

Greg Francioch
John Coleman
Steve Hoglund
Darcy Swetnam

Resolution

Item Summary: The City has two applications requesting Tourism Funds, one application from the Anacortes Chamber of Commerce and the other from the City of Anacortes. The first applicant requests these funds to pay for the tent rentals needed for two events in 2025, \$21,000 for Uncorked in the spring, and \$21,000 for Bier Near the Pier in the fall. The total funding for the Chamber of Commerce is \$42,000. The second application is to reimburse the City of Anacortes for its expense of paying the design work fees for the new proposed event center. This reimbursement would move \$40,000 back into general funds.

Budget Impact:

\$82,000 from Lodging Tax Funds.

Previous Action:

Recommended Motion: I move to approve \$82,000 being funded from the Tourism Promotion Lodging Tax Funds for these items.

Alternative Actions: (Suggest alternative funding amounts) and recommend sending the back to the Lodging Tax Committee to consider a new recommendation.

Attachments (listed in order presented):

1. 3176
2. Tent rentals.LTAC.2025.Chamber of Commerce 42K
3. Design Work Event Center.LTAC Application

RESOLUTION 3176

A RESOLUTION AUTHORIZING DISTRIBUTION OF TOURISM PROMOTION FUNDS TO THE ANACORTES CHAMBER OF COMMERCE FOR TENT RENTAL COSTS TO HOST TWO EVENTS IN 2025. ADDITIONAL GRANTING TO THE CITY OF ANACORTES FOR FUNDING THE COST OF THE DESIGN WORK EXPENDED FOR A NEW EVENT CENTER.

WHEREAS, the below listed organizations have been selected by the City to undertake projects designed to advertise, publicize, or distribute information or undertake other activities specifically authorized by RCW 67.28.180 for the purpose of attracting visitors to the City of Anacortes; and

WHEREAS, the City of Anacortes wishes to provide certain monies to this organization, which monies have been collected or will be collected as part of the Motel/Hotel Tax; and

WHEREAS, the City of Anacortes Lodging Tax Advisory Committee recommends approval of the funding for project application.

NOW, THEREFORE, BE IT RESOLVED BY THE ANACORTES CITY COUNCIL to authorize the distribution of tourism promotion funds to the following organization, at the award amount listed below as the official act and deed of the City of Anacortes:

Project	Agency	Request amount	Award Amount
UNCORKED, BIER ON THE PIER	ANACORTES CHAMBER OF COMMERCE	\$42,000	\$42,000
EVENT CENTER DESIGN WORK	CITY OF ANACORTES	\$40,000	\$40,000

PASSED AND APPROVED by the City Council this 16TH day of December, 2024.

CITY OF ANACORTES

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

By: _____

Darcy Swetnam, WSBA# 40530 City Attorney

City of Anacortes Lodging Tax Funds Application

Project Detail

Project Name *

UNCORKED and Bier Near the Pier Event Space

Date(s) of Project *

2/15/25 and 10/3/25

Amount of Funding Requested *

\$ 42,000.00

Type of Qualifying Project *

- Select all that apply
- ☐ Tourism Promotion/Marketing
 - ☒ Operation of a Special Event/Festival designed to attract tourists
 - ☒ Operation of a Tourism Promotion Agency
 - ☐ Operation of a Tourism-Related Facility owned or operated or non-profit organization
 - ☐ Operation and/or Capital Costs of a Tourism-Related Facility owned or operated by a municipality

Applicant Detail

Applicant Name *

Anacortes Chaml

Type of Applicant *

- ☐ Individual ☒ Non-profit corporation ☐ Public agency ☐ Other
-

Federal Tax ID # *

Please do NOT enter Social Security number

910534761

Contact Name *

Jesica Kiser

Mailing Address *

Street Address

819 Commercial Ave

Address Line 2

Suite F

City

Anacortes

State

WA

Zip Code

98221

Email Address *

jesica@anacortes.org

Phone Number *

(360)293-7911

Project Questionnaire

Describe your project*

limit 1-2 paragraphs

The Anacortes Chamber of Commerce is requesting funds for a structured tent to act as an event space for the annual UNCORKED; Wine Festival and the Bier Near the Pier festival which will be held on 2/15/25 and 10/3/25-10/4/25. Both festivals are highly recognized, well attended beer and wine festivals during the shoulder season that supports Anacortes' economic development and local businesses. The Port's Transit Shed has been the home to Bier on the Pier for 12 years. However, with the closing of the Port's event space at the end of 2023, there are now no other event spaces within Anacortes central business district that has the requirements to host Bier on the Pier. The Chamber has done extensive research, visited every meeting facility and event space in town, and has done thorough outreach on potential new event spaces. After over a year of searching for a new event space, the Chamber came to the conclusion that a temporary structured tent placed next of the Depot is the most viable option.

Describe the elements of your project for which you are requesting funding. *

Be as specific as possible

Bier on the Pier is an annual tradition that not only attracts tourists and generates significant economic impact but also plays a key role in defining Anacortes' cultural identity. Based on data collected from attendees after each annual event, Bier on the Pier attendees spend over \$180,000 in town each year. This event fosters valuable partnerships within the community and is a staple of the Chamber's annual calendar.

Similarly, the Uncorked Wine Festival is another premier event in Anacortes that is recognized as a key driver of tourism during the winter season. This one-day festival celebrates regional wineries and has become a highlight for wine enthusiasts across the Pacific Northwest. Like Bier on the Pier, Uncorked attracts visitors who contribute to the local economy through lodging, dining, and shopping, ensuring a year-round boost to tourism in Anacortes.

Both Bier on the Pier and Uncorked face intense competition from similar events across Washington State. Despite this, these events continue to thrive due to high-quality planning and collaboration between local organizations, vendors, and sponsors. Breweries and wineries choose to participate year after year because of the Chamber's commitment to creating exceptional experiences for attendees and vendors alike. Many vendors bring their teams to work the festivals, contributing further to downtown businesses and strengthening Anacortes' reputation as a top-tier destination for craft beverages.

To maintain and elevate these iconic events, the Chamber is proposing the rental of a large 40ftx100ft

Budget

Describe the overall budget for your project, including projections of both expenses AND revenues *

Uncorked budget is attached showing the expenses for operating, wine, entertainment, catering, and more. Showing a total of \$102,421 in projected expenses.

The Bier Near the Pier budget is also attached in the second tab, showing expenses at \$67,314 for the beer, entertainment, refrigeration, and more.

The LTAC grant request covers just the \$21,000 structured tent needed at the Depot plaza in order to house the large festival booths, entertainment, food, and visitors for each festival.

**Optionally, but recommended,
attach a spreadsheet fully
describing your project budget.**

Use an Excel or PDF file formatted for
printing at 8.5x11 inches.

Upload

You have reached the maximum file
limit: 1.

Budgets - 20... 13.02KB X

Will you be charging for this event? * (?)

- ☒ Yes
- ☐ No

Please list ticket prices, vendor fees, booth rent, entry fees, or any other form of income for this event. *

\$45 per ticket at Bier Near the Pier. The other income is from sponsors and the food vendors who paid \$350 each.
Uncorked is \$100 per ticket. The other income is from sponsorships and a portion of the wine sales.

Marketing

Describe how you will promote your project to attract tourists, and especially to promote overnight stays in Anacortes *

The Anacortes Chamber of Commerce uses the approved Experience Anacortes marketing plan to advertise local events including UNCORKED and Bier Near the Pier. We focus on promoting the shoulder season to assist in garnering guests during the hospitality industry’s down time, visitors traveling more than 50 miles, and we promote the event and island as a destination in and of itself encouraging visitors to stay and enjoy Anacortes. We utilize print, digital, and billboard advertising avenues to promote the event and staying in Anacortes.

Describe how you will promote lodging establishments, restaurants, and businesses located in Anacortes *

Lodging establishments, restaurants, and businesses in town have business directory listings on anacortes.org, where visitors can utilize the directory to plan their visit. When the Chamber advertises Uncorked and Bier on the Pier we encourage people to use anacortes.org to find food, activities, and places to stay in town. Sponsors of the event are also advertised to attendees throughout the registration process and at the event, and sponsors are often lodging establishments, restaurants, and businesses in town. Furthermore, newsletter announcements about the event are sent out to 16,000 email subscribers and past Uncorked and Bier on the Pier attendees, and each newsletter has links to plan visits to Anacortes using anacortes.org which features local lodging establishments, restaurants, and businesses.

Tourism-Impact Estimate

Please provide at least the most recent two years.

Month / Year	Overall attendance	# traveling > 50 miles one way (?)	# from outside WA (?)	# in PAID lodging in Anacortes (?)	# paid lodging nights (?)	# did not pay for overnight lodging (?)
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02/2025	800	200	35	50	100	750	×
10/2025	1,200	300	50	245	100	955	×

[Add](#)

Additional Attachments

Attach up to 3 examples (5 MB per file max) of promotional materials or other materials useful for the Committee's consideration. Use PDF format.

[Upload](#)

You have reached the maximum file limit: 3.

Anacortes U...	943.42KB	×
2024 Bier Ne...	51.53KB	×
BNP flyer - fe...	424.19KB	×

Certification

I am an authorized agent of the organization applying for funding and I understand the following:

- If awarded, my organization intends to enter into a contract with the City; provide liability insurance for the duration of the contract naming the City as additional insured and in an amount determined by the City; and file for a permit to use City property (if applicable).
- I understand that the City will only make payment after the service is rendered, and a signed payment request form has been submitted to the City, including copies of invoices and payment documentation, or other materials required by the contract.
- I understand that the Applicant will be required to submit a report in a format determined by the City and the State of Washington.
- I understand that all project activities must be identified in promotional and other business materials as having been funded by the City of Anacortes.
- I understand that once submitted, this application is a public record. The City may post part or all of it on the City website or provide it in response to public records request.

Applicant Signature

Jesica Kiser

Printed name *

Jesica Kiser

Title *

President CEO

Organization *

Anacortes Chamber of Commerce

Lodging Tax Advisory Committee

Recommendation Date *

12/10/2024

Lodging Tax Advisory Committee Recommendation *

☒ Approval ☐ Approval with modification(s) ☐ Rejection

City Council Action

City Council Decision Date *

City Council Decision *

☐ Approved ☐ Approved with modification(s) ☐ Rejected

Comments

2000 characters left

File Adjudicated Application

City of Anacortes Lodging Tax Funds Application

Project Detail

Project Name *

Anacortes Event Venue

Date(s) of Project *

Multi Year, Starting 2024

Amount of Funding Requested *

\$ 40,000.00

Type of Qualifying Project *

- Select all that apply
- ☐ Tourism Promotion/Marketing
- ☐ Operation of a Special Event/Festival designed to attract tourists
- ☐ Operation of a Tourism Promotion Agency
- ☐ Operation of a Tourism-Related Facility owned or operated or non-profit organization
- ☒ Operation and/or Capital Costs of a Tourism-Related Facility owned or operated by a municipality

Applicant Detail

Applicant Name *

City of Anacortes

Type of Applicant *

- ☐ Individual
- ☐ Non-profit corporation
- ☒ Public agency
- ☐ Other
-

Federal Tax ID # *

Please do NOT enter Social Security number

91-6001227

Contact Name *

Stephanie Snyder

Mailing Address *

Street Address

PO Box 547

Address Line 2

City

Anacortes

State

WA

Zip Code

98221

Email Address *

stephanies@anacorteswa.gov

Phone Number *

(360)293-1907

Project Questionnaire

Describe your project*

limit 1-2 paragraphs

Anacortes Event Venue Project

Introduction

The Port of Anacortes and the City of Anacortes are embarking on an exciting collaboration to develop a new event venue that promises to enrich the community and bolster local tourism. This venture represents a unique partnership between the Port, which will provide the land, and the City, which will supply the structure for the venue.

Project Overview

The primary objective of the project is to establish a versatile event venue that can host a variety of functions, from cultural performances and exhibitions to community gatherings and private events. By leveraging Port Property for the location and the City's resources for construction, the project aims to create a vibrant space that benefits both residents and visitors.

Describe the elements of your project for which you are requesting funding. *

Be as specific as possible

Initial Funding and Grant Request

While the total cost of the event venue is expected to exceed the current grant request, this initial funding phase is critical. The grant being requested at this stage is specifically intended to reimburse the City for its share of the cost of the concept design.

Importance of Concept Design

The concept design is a foundational step in the project, as it outlines the architectural vision, functional layout, and aesthetic elements of the venue. This phase involves collaboration with architects, designers, and community stakeholders to ensure the final design meets the needs of all parties involved.

Budget

Describe the overall budget for your project, including projections of both expenses AND revenues *

Overview of the Event Venue Project

The development of the new Event Venue represents a significant investment in the community's infrastructure and cultural landscape. With an anticipated cost exceeding \$6,000,000, this project is poised to enhance local amenities and provide a versatile space for various events.

Funding Strategy

The City has formulated a comprehensive funding strategy to ensure the successful completion of the Event Venue without placing undue financial strain on its residents.

Bond Acquisition

Optionally, but recommended, attach a spreadsheet fully describing your project budget.

Use an Excel or PDF file formatted for printing at 8.5x11 inches.

Upload

Will you be charging for this event? * (?)

- ☐ Yes
- ☒ No

Marketing

Describe how you will promote your project to attract tourists, and especially to promote overnight stays in Anacortes*

Benefits of the Event Venue

The new Event Venue is expected to offer numerous benefits to the community, including:

Increased Tourism: By attracting events and visitors, the venue will bolster local businesses and contribute to economic growth.

Community Engagement: Providing a space for concerts, exhibitions, and gatherings, the venue will

Describe how you will promote lodging establishments, restaurants, and businesses located in Anacortes*

The Impact of a New Event Venue on Local Economy

Boosting Local Lodging and Tourism:

The introduction of an event venue in our community is poised to significantly enhance local lodging, restaurants, and tourism. By hosting a variety of large events such as weddings, music festivals, performing arts showcases, and business conventions, the venue will attract attendees from different regions.

Economic Benefits to Restaurants and Retail

As visitors explore our town, they are likely to engage with local dining and shopping opportunities. Restaurants will see increased patronage, offering a chance to showcase the unique culinary offerings of our area. Similarly, retail stores will benefit from the additional foot traffic, providing a platform to promote local art, crafts and products. This dynamic will contribute to a thriving downtown, boosting the local economy and creating jobs.

Encouraging Repeat Visits

We anticipate that once visitors experience the allure of our city, they will be inclined to return. The initial draw of the event venue opens a window for them to discover the many attractions and activities Anacortes has to offer. By fostering a positive experience, we hope to convert event attendees into regular visitors, encouraging them to return for vacations or future events.

Tourism-Impact Estimate

Please provide at least the most recent two years.

Month / Year	Overall attendance	# traveling > 50 miles one way (?)	# from outside WA (?)	# in PAID lodging in Anacortes (?)	# paid lodging nights (?)	# did not pay for overnight lodging (?)

Add

Additional Attachments

Attach up to 3 examples (5 MB per file max) of promotional materials or other materials useful for the Committee’s consideration. Use PDF format.

Upload

Event Venue.... 4.3MB X

Certification

I am an authorized agent of the organization applying for funding and I understand the following:

- If awarded, my organization intends to enter into a contract with the City; provide liability insurance for the duration of the contract naming the City as additional insured and in an amount determined by the City; and file for a permit to use City property (if applicable).
- I understand that the City will only make payment after the service is rendered, and a signed payment request form has been submitted to the City, including copies of invoices and payment documentation, or other materials required by the contract.
- I understand that the Applicant will be required to submit a report in a format determined by the City and the State of Washington.
- I understand that all project activities must be identified in promotional and other business materials as having been funded by the City of Anacortes.
- I understand that once submitted, this application is a public record. The City may post part or all of it on the City website or provide it in response to public records request.

Applicant Signature

Stephanie Snyder

Printed name *

Stephanie Snyder

Title *

PCED Project Coordinator

Organization *

City of Anacortes

Lodging Tax Advisory Committee

Recommendation Date*

12/10/2024

Lodging Tax Advisory Committee Recommendation*

- ☒ Approval
- ☐ Approval with modification(s)
- ☐ Rejection

City Council Action

City Council Decision Date*

City Council Decision*

- ☐ Approved
- ☐ Approved with modification(s)
- ☐ Rejected

Comments

2000 characters left

File Adjudicated Application



City Council Agenda Bill

Meeting Date: December 16, 2024 **Agenda Item:** 8.k.

Agenda Item Title: Resolution 3171: 2025 Legislative Priorities

Staff Contact(s): Emily Schuh

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

Greg Francioch
Emily Schuh
Steve Hoglund
Darcy Swetnam

Resolution

Item Summary: In preparation for the 2025 Washington State Legislative Session, staff prepared legislative priorities for the City Council to review. Having established legislative priorities assists the Mayor and staff and ensures consistent messaging with our legislators. The proposed priorities take into consideration concerns of the City, Skagit County, and the Association of Washington Cities. Council feedback is incorporated into the revised priorities.

Budget Impact:

Previous Action: Each year the City Council reviews and establishes legislative priorities.

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Resolution 3171 Legislative Priorities 2025
2. 2025 Legislative Priorities

RESOLUTION NO. 3171

**A RESOLUTION OF THE CITY OF ANACORTES, WASHINGTON,
APPROVING THE 2025 LEGISLATIVE PRIORITIES**

WHEREAS, during the 2025 Washington Legislative Session, the City Council desires to provide input to the Senators and Representatives who represent the City's constituents pertaining to the development of laws that will have a significant effect on the City's ability to provide a wide variety of services to its constituents; and

WHEREAS the 2025 Legislative Priorities are the documents that set forth the City Council's policy position on broad public policy areas that are of concern to the City: and

WHEREAS, during the 2025 Legislative Session, proposed legislation in other areas of concern to the City will be monitored and reviewed with City Council when appropriate: and

WHEREAS it is the intent of the City Council to take positions of support or opposition to proposed legislation impacting the City and to lobby the legislature based on these positions.

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

1. The City's 2025 Legislative Priorities attached hereto and incorporated herein are hereby approved.
2. By adopting the 2025 Legislative Priorities, City Council may support or oppose proposed legislation consistent with these positions and direct staff to lobby on their behalf.

PASSED AND ADOPTED this 16th day of December 2024.

CITY OF ANACORTES, WASHINGTON

By: _____
Matt Miller, Mayor

ATTEST:

By: _____
Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, City Attorney



CITY OF ANACORTES LEGISLATIVE PRIORITIES 2025



STATE HIGHWAY 20/COMMERCIAL AVENUE

Fund repaving the 23 blocks of State Highway 20 Spur/Commercial Avenue, which is the main commercial and retail corridor linking downtown, the waterfront, and the State Ferry Terminal. The City has made a significant investment in this project and is actively seeking grant funds. The projected total is \$3.5M.



WASHINGTON STATE FERRIES

Restore Washington State Ferries' international service between Anacortes and Sidney, B.C., before 2030.



ANACORTES COMMUNITY EVENT CENTER

Support the City of Anacortes in securing grant funding opportunities, including capital, Ecology, and Transportation Alternatives applications.



BEHAVIORAL HEALTH TREATMENT CAPACITY

Advocate for increased investments in community behavioral health treatment, covering both capital start-up and operational expenses for the **Skagit STAR Center**.

Increase funding for grants to establish and sustain local behavioral health crisis co-responder programs.

Support the expansion of treatment options, from crisis stabilization to inpatient and outpatient care, including forensic behavioral health.

Provide additional mental health support services for students to address their unique needs.



PARKS AND RECREATION

Support full funding of Aquatic Lands Enhancement Account and city's grant application to fund the Heart Lake Shoreline Restoration project as approved in the 2010 Heart Lake Site Plan.

Maintain Washington Wildlife and Recreation Program funding at \$150M or greater supporting future capital projects for city parks and programming.

Fund Youth Athletic Facilities at new grant limits supporting future capital projects for city parks and programming.



CITY OF ANACORTES LEGISLATIVE PRIORITIES 2025

FISCAL SUSTAINABILITY

- **Revise** the 1% property tax cap, in place for over 20 years, up to 3%, by linking it to inflation and population growth, allowing local governments to meet rising costs for essential services such as police, fire, street maintenance, and parks.

HOUSING SUPPLY

- **Allocate** existing funds and explore new sources, such as the real estate excise tax (REET), to meet the growing demand for housing, especially for those at 0-50% Area Median Income.
- **Incentivize** multifamily construction by allowing cities to exempt qualifying multifamily housing projects from state & local sales tax (a similar program exists for qualifying commercial office space in RCW 82.14.532).
- **Secure** substantial state support to address the housing needs of low-income residents, as market-rate construction alone won't meet demand.
- **Guarantee** that funding reaches all communities, including small cities like Anacortes.

PUBLIC SAFETY

- **Fund** efforts to recruit and retain additional public safety officers.
- **Expand** programs to reduce juvenile crime and increase access to juvenile behavioral health treatment and correctional facilities.
- **Pass** legislation to permanently fund multijurisdictional drug task forces.

INDIGENT DEFENSE/CASELOAD STANDARDS

- **Increase** funding for indigent defense, which currently covers only 3% of the costs.
- **Fund** new caseload standards to be set by the State Supreme Court to ensure fair defense services.
- **Address** workforce and training shortages that are straining the criminal defense system.

INFRASTRUCTURE INVESTMENT

- **Invest** in local infrastructure to support the expansion and maintenance of aging systems.
- **Fund** the Public Works Assistance Account for crucial infrastructure projects.
- **Advocate** for sustainable state transportation revenue to support local preservation, maintenance, and operations including public transportation.
- **Invest** in electrical grid improvements to accommodate industrial and residential electrification as housing and electrification efforts grow.
- **Fund** the Connecting Housing to Infrastructure Program (CHIP) and develop new fiscal tools to support housing-related infrastructure.
- **Expand** cities' use of REET for additional capital needs, including infrastructure maintenance and affordable housing.