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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

April 21, 2025
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Public Works Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of April 14, 2025 (Action)
 - b. Approval of claims in the amount of \$485,558.45 (Action)
 - c. Special Event Application: Anacortes Farmers Market (Action)
6. **Public Hearings**
 - a. * Public Hearing: Community Development Block Grant (CDBG) 2025 Action Plan (Discussion/Action)
7. **Other Business**
 - a. * First Quarter Finance Update (Discussion)
 - b. * Ordinance 4098: 1st Quarter Budget Amendment (Discussion/Possible Action)
 - c. Interlocal Agreement 26-001-MCT-001 with Skagit County for the Community Court Program 2026-2028 (Discussion/Action)
 - d. Interlocal Agreement 26-002-MCT-001 with Skagit County for Probation Services 2026-2028 (Discussion/Action)
 - e. Interlocal Agreement 25-134-APD-001 with Washington State Criminal Justice Training Commission for APD Training Support (Discussion/Action)
8. **Adjournment**

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

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

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

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Anacortes City Council Minutes - April 14, 2025

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of April 14, 2025 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, and Bruce McDougall were present. Councilmember Amanda Hubik participated in the meeting remotely via Zoom. Councilmember Anthony Young was absent.

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

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller thanked the Parks Department for the successful annual Egg Dash held the previous Friday. He then announced the Cap Sante Rotary View Point ribbon cutting would take place on April 16th at 1:30pm, residential cleanup day on April 19th from 9am-noon at the city operations facility, and that [online](#) and in-person (delivered to the Anacortes Senior Activity Center) nominations for grand marshal and [online float and marching group](#) applications for the Independence Day parade are open through June 15th.

Annual Arbor Day Proclamation

Mayor Miller read the Annual Arbor Day Proclamation, proclaiming Arbor Day as April 25, 2025.

Planning Committee

Ms. Moulton reported from the Planning Committee meeting held earlier in the evening. The topics discussed included parking of trailers and containers on private property in the commercial business district.

Economic Development Committee

Mayor Miller announced that the Economic Development Committee met the previous week, and that Mr. Young would report on the meeting at a later date.

Public Comment

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

Consent Agenda

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

a. Minutes of April 7, 2025

b. Approval of claims in the amount of \$990,286.66

The following vouchers/checks were approved for payment:

EFT numbers: 112219 through 112254, total \$769,895.59

Check numbers: 112262 through 112273, total \$201,038.33

Wire transfer numbers: 367112 through 367475, total \$19,352.74

c. Contract Award – WTP Access Control & Camera Installation #25-118-WTR-002

Other Business

Resolution 3180

Assistant Parks and Recreation Director Bob Vaux introduced Resolution 3180 that would allow the city to accept a donation of \$200,000 from the estate of Sherry Kolar for the benefit of the Anacortes Community

Forest Lands. He introduced Stephanie Best, executor of Ms. Kolar's estate, who was in attendance.

Discussion topics included:

- A welcome and appreciated donation in a challenging fiscal environment.
- Extraordinary level of generosity.
- Ascertain specific uses of the funds according to Ms. Kolar's wishes.

TJ Fantini moved, seconded by Bruce McDougall, to approve Resolution 3180. Vote: Ayes - Carolyn Moulton, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall, Amanda Hubik, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Skagit Transit Presentation

Mayor Miller introduced Skagit Transit Chief Executive Officer Crystle Stidham, who detailed the elements of the Skagit Transit Long Range Transit Plan relevant to Anacortes with the assistance of Maleah Kuzminsky, Skagit Transit Planning and Outreach Manager, referring to a slide presentation that was included in the packet materials for the meeting..

Discussion topics included:

- Micro-transit could happen with or without grant funding though it would affect the scale of service.
 - Route 409 will be eliminated.
 - Time-limited grant - future funding needed.
 - Skagit Transit drivers versus third-party drivers.
 - Payment collection via app and cash collection in the vehicle.
 - Ride tracking in the app.
- Service around the senior center, middle school and high school with discontinuation of route 409.
 - Help high school and middle school students to reach their after-school activities
- Outreach efforts
- Plan to assess demand for the expansion of the micro-transit service area.
- www.skagittransit.org/lrtp/ to submit public comments.
- Elimination of transfer stops at March's Point.
- Improvement of ridership from the pandemic.
- Consideration of running route 40X out to the Skyline area.
- Vehicle capacity for micro-transit vehicles.

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

Contract Award: Sewer Pump Station No. 16 Upgrade #23-259-SEW-002

Public Works Director Andrew Rheume introduced proposed contract #23-259-SEW-002 for the sewer pump station number 16 upgrade project with Faber Construction Corporation, to upgrade the pump station to adequately handle the amount of stormwater the wet well basin receives, including the addition of a second basin, a backup generator, and a backflow prevention device.

Discussion topics included:

- Current development would be required to have a back-up generator on a pump station.

- Reasons for groundwater incursion into the system.

TJ Fantini moved, seconded by Amanda Hubik, to authorize the mayor to sign contract #23-259-SEW-002 with Faber Construction for the sewer pump station number 16 upgrade. Vote: Ayes - Carolyn Moulton, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall, Amanda Hubik, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Anacortes Able Housing Initiative Letter of Support

Mr. Fantini introduced the proposed letter of support for the Able Housing Initiative in the effort to receive state funding. He introduced Mr. Bruce Henderson, who was present to answer any questions and represent the organization. Mr. Walters added that the concerned population is one with intellectual developmental disabilities that are vulnerable and in need of support, as their parents age and are unable to adequately care for them.

Discussion topics included:

- The state agency that is providing the funding.
 - Housing Trust Fund through the Department of Commerce.

Mr. Fantini moved, seconded by Mr. McDougall, to approve the letter of support as presented. The motion carried unanimously by voice vote.

AHA Olson Project Letter of Support

Mr. Walters introduced the letter of support that was drafted by the Housing Affordability and Community Services committee, which will support the Anacortes Housing Authority in their application for newly available .09 funding for the Olson Building project that was included as one of three projects in the 2020 affordable housing tax. He added that the project has been delayed and has proven more costly than anticipated due to the historic nature and structure of the building and delays caused by the pandemic and associated inflation.

Mr. McDougall moved, seconded by Mr. Fantini, to approve the letter of support as presented. The motion carried unanimously by voice vote.

Adjournment

There being no further business, at approximately 6:50 p.m. the Anacortes City Council meeting of April 14, 2025, 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 April 21, 2025 City Council meeting:

[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
367832	4/11/2022	XA116013161:01	RWC INTERNATIONAL	PART FOR VEHICLE #222	\$ 213.92	dshop
367690	10/25/2024	SO190725	AMERICAN WATER WORKS	2025 MEMBERSHIP FEE	\$ 2,592.00	dwtpt
367698	12/1/2024	9170258475	SCHINDLER ELEVATOR CORPORATION	MONTHLY ELEVATOR SERVICE - DECEMBER 2024	\$ 762.65	pw1
367693	12/19/2024	128464	VECA ELECTRIC & TECHNOLOGIES	WTP HSPS #3 SILICONE CONTROL RECTIFIER REPLACEMENT	\$ 43,440.00	dwtpt
367702	1/1/2025	IN2170094	MES SERVICE COMPANY LLC	SCBA REPAIR PARTS	\$ 551.34	medic
367488	1/21/2025	IN2189021	MES SERVICE COMPANY LLC	SCBA REPAIR	\$ 543.72	medic
367699	2/12/2025	129323	VECA ELECTRIC & TECHNOLOGIES	WTP BATTERY BANK REPLACEMENT	\$ 31,395.72	dwtpt
367689	3/6/2025	15930826	PAPE MACHINERY INC.	PARTS FOR EQUIP #410	\$ 277.59	dshop
367858	3/10/2025	SI688253	DLT SOLUTIONS, LLC	AUTODESK SOFTWARE - 4/20/25-4/19/26	\$ 16,202.14	infosys
367836	3/11/2025	94925463	ESRI INC	ARCGIS SOFTWARE AND MAINTENANCE AGREEMENT 2/25/25-2/24/26	\$ 31,878.40	pw1
367707	3/14/2025	ReimbWade	HOSKINSON, WADE	WTP OPERATOR 2 TEST REIMBURSEMENT- WADE H	\$ 106.00	dwtpt
367845	3/18/2025	74916	COMMERCIAL FIRE PROTECTION INC	SERVICE FOR FACILITIES	\$ 1,425.28	pwfac
367841	3/20/2025	378	OSBORN CONSULTING, INC	PROFESSIONAL PLAN REVIEW CONSULTANT SERVICES THROUGH 2/28/25	\$ 15,810.52	pw1
367849	3/25/2025	376207	SECURITY SOLUTIONS NORTHWEST	MONITORING AGREEMENT FOR CITY HALL PANIC BUTTONS - 12 MONTHS	\$ 521.59	pw1
367838	3/26/2025	6109560231	VERIZON WIRELESS	WTP SCADA 2/27/25 - 03/26/25	\$ 905.95	dwtpt
367683	3/31/2025	2688	SKAGIT CONSERVATION DISTRICT	NPDES II OUTREACH & EDUCATION - FEBRUARY & MARCH 2025	\$ 1,123.16	pw1
367584	3/31/2025	INV868180	DAY WIRELESS SYSTEMS INC	FCC LICENSE - 10 YR RENEWAL FOR WOCJ929	\$ 350.00	apd
367137	4/1/2025	851764238	THOMSON REUTERS - WEST	THOMSON REUTERS - WESTLAW SUBSCRIPTION	\$ 278.53	pubdef

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
367851	4/1/2025	INV-132772	POWERDMS, INC	POLICE POLICY MANUAL/ACCREDITATION MANAGEMENT 5/19/25-5/18/26	\$ 11,987.81	apd
367852	4/2/2025	34701	TRANPO GROUP USA, INC.	PEDESTRIAN ROADWAY CROSSING IMPROVEMENT PROJECT - DESIGN - THROUGH 3/28/25	\$ 3,335.00	pw1
367489	4/2/2025	IN2235286	MES SERVICE COMPANY LLC	PARTS FOR SCBA REPAIR	\$ 147.07	medic
367717	4/3/2025	14442619	HACH COMPANY	OPERATING SUPPLIES	\$ 2,776.22	dwtpt
367855	4/3/2025	25-08950	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS- TOC	\$ 140.00	dwtpt
367859	4/3/2025	25-09050	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS-FLUORIDE	\$ 35.00	dwtpt
367598	4/4/2025	PSI00343608	WOOD'S LOGGING SUPPLY	SUPPLIES FOR #6999	\$ 1,118.54	wdist
367691	4/4/2025	PSI00343609	WOOD'S LOGGING SUPPLY	LAWN & GARDEN OUTDOOR EQUIPMENT- #69001	\$ 564.71	dwtpt
367537	4/5/2025	308736	LAKESIDE INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 1,052.40	dshop
367593	4/7/2025	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 3/6-4/4/25	\$ 36.97	parks1
367531	4/7/2025	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION: 3/7-4/4/25	\$ 51.44	dshop
367596	4/7/2025	220021901958	PUGET SOUND ENERGY INC	1958 PW TSUNAMI WARNING 3/7-4/4/25	\$ 10.89	dwwtpt
367530	4/7/2025	822813	BLADE CHEVROLET, INC	PART FOR VEHICLE #031	\$ 808.12	dshop
367697	4/7/2025	90226024	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 6,042.16	dwtpt
367686	4/7/2025	BIMV0012344	GOBLE SAMPSON ASSOCIATES, INC	MAINTENANCE SUPPLIES	\$ 2,381.11	dwwtpt
367862	4/7/2025	MFC0063	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS- BACT RAW	\$ 63.00	dwtpt
367692	4/8/2025	130139REV	VECA ELECTRIC & TECHNOLOGIES	WWTP ACTUATORS - AERATION BASIN ACTUATOR ELECTRICAL	\$ 33,466.81	dwwtpt
367597	4/8/2025	1588042	LIFE ASSIST, INC	PHARMA: DILTIAZEM	\$ 178.00	medic
367487	4/8/2025	2914868	FOSTER GARVEY PC	OUTSIDE DEFENSE COUNSEL FOR SHORELINES CASE - BARTH/SHADOWCREEK	\$ 67.00	legal
367534	4/8/2025	376599A	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 158.91	pwfac
367532	4/8/2025	376868	BAY CITY SUPPLY	SUPPLIES FOR PARKS	\$ 64.22	parks1
367856	4/8/2025	5263483402	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$ 867.61	hr
367590	4/8/2025	7416918790	CARDINAL HEALTH 110, INC.	PHARMA: DILTIAZEM, NALOXONE, ALBUTEROL	\$ 308.02	medic

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
367599	4/8/2025	I6969160	HD FOWLER COMPANY INC	SUPPLIES FOR WATER MAINTENANCE	\$ 740.90	wdist
367863	4/8/2025	MFC0100	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS- BACT RAW	\$ 63.00	dwtp
367681	4/8/2025	ReimbHamburg	HAMBURG, CORRIN	TRAVEL - FLIGHT REIMBURSEMENT	\$ 333.48	dwwtp
367675	4/8/2025	XA116012061:01	RWC INTERNATIONAL	PART FOR VEHICLE #220	\$ 303.33	dshop
367538	4/9/2025	13948	PETDATA, INC	PETDATA LICENSING FEES MARCH	\$ 500.00	finance
367714	4/9/2025	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 3-8 TO 4-7-2025	\$ 4,875.10	publib
367711	4/9/2025	220013286491	PUGET SOUND ENERGY INC	APD 3/7-4/7/25	\$ 3,376.73	apd
367674	4/9/2025	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGE: 3/8-4/7/25	\$ 40.20	dshop
367607	4/9/2025	220022355618	PUGET SOUND ENERGY INC	5618 TSUNAMI SIREN 3/7-4/4/25	\$ 10.89	dwwtp
367853	4/9/2025	3	MATRIX CONSULTING GROUP, LTD	DEVELOPMENT REVIEW PROCESS EVALUATION	\$ 17,580.00	plan
367715	4/9/2025	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 3/6-4/4/25	\$ 1,416.17	medic
367835	4/9/2025	300000290035	PUGET SOUND ENERGY INC	MUSEUM 3/6-4/4/25	\$ 417.38	museum
367606	4/9/2025	300000300008	PUGET SOUND ENERGY INC	0008 WWTP 3-7 TO 4-4-25	\$ 30,272.04	dwwtp
367673	4/9/2025	300000305007	PUGET SOUND ENERGY INC	STREET LIGHTS: 3/4-4/1/25	\$ 322.10	dshop
367588	4/9/2025	3433	SKAGIT DOMESTIC VIOLENCE &	QTR 1 2025	\$ 4,197.68	apd
367533	4/9/2025	375970A	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 103.00	pwfac
367528	4/9/2025	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 3/1-3/31/25	\$ 52.00	finance
367834	4/9/2025	51860	ZUMAR INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 405.57	dshop
367687	4/9/2025	FB64945	CAROLLO ENGINEERS, INC.	WATER SYSTEM PLAN UPDATE - THROUGH 3/31/25	\$ 10,312.50	pw1
367703	4/9/2025	INV-KA-394334	KNOX COMPANY	MED VAULT FOR 2 NEW AMBULANCES. BC UNIT	\$ 6,829.71	medic
367861	4/9/2025	P2349-T-1	QCC QUALITY CONTROLS CORP.	WWTP PUMP STATION 4 PANEL UPGRADES	\$ 6,477.95	dwwtp
367831	4/10/2025	0076033	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 2,437.12	wdist
367586	4/10/2025	04/10/25	ISLAND HEALTH	MARCH AMBULANCE SUPPLIES	\$ 1,440.70	medic
367605	4/10/2025	220013297076	PUGET SOUND ENERGY INC	6821 STATE ROUTE 20 3/7-4/4/25	\$ 15.70	finance
367866	4/10/2025	25-10139	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS- TCR SOUTH	\$ 154.00	dwtp
367843	4/10/2025	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 3/7- 4/4/25	\$ 6,129.23	dwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
367603	4/10/2025	55126	PACIFIC SECURITY	MARCH 2025 SECURITY DETAIL	\$ 714.75	court
367842	4/10/2025	ESO-166004	ESO SOLUTIONS, INC	ESO ACTIVITIES MODULE - 5/10/25-5/9/26	\$ 893.64	medic
367600	4/10/2025	FiberFranchiseFees	SKAGIT COUNTY TREASURER	Q1 2025	\$ 177.12	finance
367701	4/10/2025	IN2240518	MES SERVICE COMPANY LLC	3 SCOTT AV-300 SCBA FACE MASKS	\$ 1,252.20	medic
367830	4/10/2025	W704452	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 108.46	wdist
367789	4/10/2025	W764857	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 1,043.83	wdist
367678	4/11/2025	114	SKAGIT COUNTY	SCREENINGS FOR PUBLIC DEFENDER	\$ 672.00	court
367695	4/11/2025	129845REV	VECA ELECTRIC & TECHNOLOGIES	WTP SECURITY CAMERAS PROJECT - CAMERA CABLING & INSTALLATION	\$ 57,372.29	dwtpt
367694	4/11/2025	129846REV	VECA ELECTRIC & TECHNOLOGIES	WTP ACCESS CONTROL CABLING - PLANT BUILDINGS	\$ 61,287.32	dwtpt
367867	4/11/2025	25-10189	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS- BACT FINISHED	\$ 22.00	dwtpt
367840	4/11/2025	500	OSBORN CONSULTING, INC	PROFESSIONAL PLAN REVIEW CONSULTANT SERVICES THROUGH 3/31/25	\$ 8,377.01	pw1
367679	4/11/2025	9020577002	LANGUAGE LINE SERVICES, INC	TELEPHONE INTERPRETER	\$ 9.41	court
367868	4/11/2025	921252	CASCADE COLUMBIA DISTRIBUTION	SODIUM HYPOCHLORITE	\$ 13,135.34	dwtpt
367700	4/11/2025	ReimbFrazer	FRAZER, CAMERON	WWDM2 TESTING REIMBURSEMENT - CAMERON F	\$ 106.00	dwtpt
367712	4/12/2025	00005W5A83155	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 4-12-25	\$ 13.39	apd
367829	4/14/2025	1589521	LIFE ASSIST, INC	I-GEL PACKS, HYPOTHERMIA BLANKETS.	\$ 3,033.35	medic
367860	4/14/2025	4900/0100181863/2025	DEPARTMENT OF NATURAL	INTEREST ON LATE PAYMENT OF INTEREST	\$ 104.80	finance
367767	4/14/2025	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 3/13 - 4/11	\$ 60.96	medic
367685	4/14/2025	INV2990018	COPIERS NORTHWEST, INC	Canon/IRC5870i/3rd Floor 3/11-4/10/2025	\$ 298.70	finance
367682	4/14/2025	ReimbHamburg	HAMBURG, CORRIN	TRAVEL - FLIGHT REIMBURSEMENT	\$ 278.30	dwtpt
367718	4/15/2025	376599B	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 20.92	pwfac

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
367857	4/15/2025	ARIV1014069	HANSON PROFESSIONAL SERVICES	THOMPSON TRAIL TRESTLE AND CAUSEWAY REPLACEMENT: DESIGN -THROUGH 3/31/25	\$ 23,496.03	parks1
367713	4/15/2025	INV2990519	COPIERS NORTHWEST, INC	ADMIN COPIER 3/14-4/13/25	\$ 56.70	apd
367865	4/16/2025	INV2991131	COPIERS NORTHWEST, INC	CANON COPIERS CITY WIDE 3/15-4/14/25	\$ 177.93	finance
	Total				\$ 485,558.45	



City Council Agenda Bill

Meeting Date: April 21, 2025 **Agenda Item:** 5.c.

Agenda Item Title: Special Event Application: Anacortes Farmers Market

Staff Contact(s): Stephanie Snyder

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

Stephanie Snyder
John Coleman

Motion

Item Summary: Street closure is requested weekly on Saturdays from 6:00am to 3:00pm from May 3, 2025, to October 25, 2025, located between 6th Street and 7th Street on R Avenue, in front of the Depot. On October 4th & 5th, the Farmers Market requests a road closure from 6th to 8th on R Avenue. On that weekend, the Chamber of Commerce uses a portion of the Depot plaza for the Bier on the Pier Event. The Farmers Market will use less of the plaza on that weekend, and relocate a portion of the market to R Avenue. That is why the Farmers Market requested an additional block to be closed on R Avenue for that weekend.

Budget Impact:

Lodging Tax funds for Anacortes Farmers Market, 2025 = \$7,500 (Contract #25-011-PLN-009)

Lodging Tax funds for Bier on the Pier Event, payable to Chamber of Commerce, 2025 = \$21,000 (Contract#25-011-PLN-019)

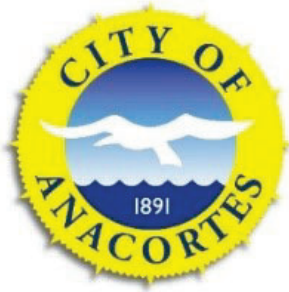
Previous Action: Approved last year

Recommended Motion: Approve

Alternative Actions: Disapprove or modify

Attachments (listed in order presented):

1. Anacortes Farmers Market Council Packet



Special Event Application Processing

Administrator reviews the application for completeness. Administrator contacts the applicant to obtain any missing information and updates the application accordingly, including a legible copy of the Indemnification Agreement if that was not provided. It is recommended that the Administrator also verify that the applicant has entered phone and email correctly! Administrator then sets the target City Council date and routes the application for review by department heads.

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

Application

Application Date *

4/11/2025

Event Name *

Anacortes Farmers Market

Event Type

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

Applicant/Organization Name *

Anacortes Farmers Market

Event Contact Person *

Piper McCullough

Event Contact Phone *

360 982 8092

Mailing Address *

P.O. Box 292 Anacortes, WA 98221

Event Contact Email *

info@anacortesfarmersmarket.org

Event Website

<https://anacortesfarmersmarket.org/>

Estimated Number of Participants/Attendees *

70000 (per year)

Event Description *

Weekly Farmers Market May-October

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 *

5/3/2025

Time Event Starts *

9:00:00 AM

Date Event Ends *

10/25/2025

Time Event Ends *

2:00:00 PM

Date Street Closure Starts *

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

5/3/2025

Time Street Closure Starts *

6:00:00 AM

Date Street Closure Ends *

10/25/2025

Time Street Closure Ends *

3:00:00 PM

Event Location *

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

Closure of R Ave from 6th to 7th for all dates.

Bier Near the Pier/Chamber of Commerce is also requesting we close from 5th to 6th street on October 4th, 2025, to accommodate their event at the Depot, alongside the Farmers Market, for which the Farmers Market would extend another block down R.

Parking Location

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

We request "limited mobility" parking along R near the poplar trees, at the end of 6th St. We provide the signs for this.

Event Map (optional)

Upload one or more maps of the event

[Farmers Market Street Closure ...](#) 4.57MB

[October 4 2025 Bier Near the P...](#) 2.7MB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[indemnification for street closur...](#) 1.87MB

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

Piper McCullough

Admin Review

Council Meeting Date *

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

4/21/2025

Staff Review Deadline *

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

4/14/2025

Administrator comments and conditions of approval

This is held each Saturday of the week from May-October...
I have requested the insurance policy.

Insurance Certificate

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

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:

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.



Farmers Market Road Closure

Cultural Center

R Ave

h St

AFM

Oct 4th

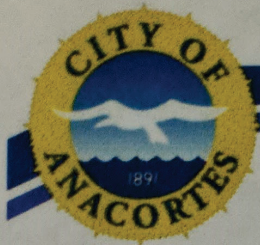
Bier
Near the
Pier



Anacortes
Farmers Market



COMPASS Anacortes
- The Groesbeck...



SPECIAL EVENT INDEMNIFICATION AGREEMENT

The undersigned applicant, by signing below, certifies that the applicant is the authorized officer of the sponsoring organization and agrees as follows:

Pursuant to Anacortes Municipal Code Title 7.04.090, the undersigned applicant agrees to defend, indemnify and hold the City of Anacortes, its agents, employees and officers, harmless from any and all claims, injuries, suits, damages, losses, demands and judgments including the attorneys' fees and other costs of their defense, arising out of in whole or in part, the activities, omissions or appliances of the applicant, their employees, agents, volunteers or otherwise, except any claims arising from the sole negligence of the City. The applicant further agrees to comply with all provisions of pertinent laws, rules and regulations, and agrees that any failure to so comply may lead to revocation of an applicant's permit. This Indemnification Agreement constitutes substantial adequate consideration in return for the City's issuance of a special event permit.

Date:

4/11/25

Name and Title – Printed

Piper McCullough, ^{AFM} manager

Name and Title – Printed

Signature

Signature



City Council Agenda Bill

Meeting Date: April 21, 2025 **Agenda Item:** 6.a.

Agenda Item Title: Public Hearing: Community Development Block Grant (CDBG) 2025 Action Plan

Staff Contact(s): Stephanie Snyder, John Coleman

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Greg Francioch	Public Hearing
John Coleman	

Item Summary: The framework and goals that support the 5-Year Consolidated Plan for the Community Development Block Grant are achieved through CDBG Annual Action Plans. In year 3 of the 2023-2027 CDBG Consolidated Plan, 2025, the city anticipates a similar amount to the 2024 grant of \$106,279, which was allocated to the City of Anacortes by the Department of Housing & Urban Development (HUD). Expenditure of these funds must meet HUD's national objectives, while aligning with the objectives in the City's 5-Year Consolidated Plan. Notice of Fund Availability and application period were published in the Anacortes American. The [draft 2025 Annual Action plan](#) can be reviewed on the CDBG page on the City Website. A paper version of the draft 2025 Annual Action Plan is posted on the Planning Message Board on the main floor of City Hall. The public is encouraged to review and share thoughts, opinions or comments on the draft. Notices of the public comment period and public hearings for the draft 2025 Annual Action Plan were published on the City's website on January 30th, 2025 and published twice in the Anacortes American beginning Feb 5th, 2025.

Tonight is the second of two required public hearings on the draft 2025 Annual Action Plan after which the Council may choose to take action. The first public hearing in front of the City Council occurred on March 10, 2025.

Budget Impact:
Estimated \$106,279 based on 2024 grant year.

Previous Action:

Recommended Motion: Approve the 2025 Draft CDBG Action Plan

Alternative Actions: Recommend changes to the Draft Action Plan. This will create a new 30 day Citizen Participation Period and we would request to delay to HUD to turn in the action plan with a current due date of May 15th, 2025.

Attachments (listed in order presented):

1. Draft 2025 CDBG Action Plan
2. 2025 CDBG Action Plan Presentation

Consolidated Plan



City of
Anacortes
Washington

2025 Action Plan

Covering the period from July 1, 2025-June 30, 2026

A component of the 2023-2027 Consolidated Plan:
Year 3

City of Anacortes
Washington

Official Public comment period open from
March 15, 2025-April 15, 2025
30 day requirement of HUD

Comments will additionally be published if received by the city between the two public hearing dates on March 10th, 2025 and April 21, 2025

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

1. 1. Introduction

The City of Anacortes approved the 2023-27 Consolidated Plan on February 27, 2023. This plan was amended in 2024 to add to our 5-year goal to assist in the support of persons with disabilities. This amendment has since been approved by HUD.

Since its adoption, the following have occurred:

The Annual Action Plan for 2024, was submitted through the online software system of U.S. Department of Housing and Urban Development (HUD), referred to as "IDIS". HUD approved last year's action plan for 5 projects.

2025 is the third year under the 2023-2027 Consolidated Plan. New activities selected for funding in the Plan are based on a solicitation of proposals. Funding sources for these activities include CDBG funds, as well as local city funds, (Housing Levy, Real Estate Excise tax, and general funds.) Since the COVID-19 Pandemic, special HUD allocations are also included as carryover funds. Much of the CDBG Covid Funds have been expended, with little balance remaining. The City, under contract with a local non-profit organization, shall continue to utilize the COVID Funds for cold-weather shelter until the remaining balance has been drawn down fully.

2. Summarize the objectives and outcomes identified in the Plan

- One housing preservation project will support the continuing existence of affordable housing in the community that houses low-income citizens with affordable housing.
- Fund a maintenance request for the replacement of outdated fire safety equipment at our local emergency housing campus.
- Rental Rehabilitation distribution for a new start-up non-profit with the intention of creating long term housing for adult persons with disabilities.
- Allocating 15% of the 2025 CDBG Grant allocation to Public Services serving LMI persons.

3. Evaluation of past performance

Under the current five-year consolidated plan:

Annual Action Plan
2025

1

The 2023 Consolidated Annual Performance Evaluation Report (CAPER) has been submitted and approved by HUD.

The City and their subrecipients were successful in the completion of the two activities projected and undertaken for the 2023 Action Plan and has distributed the funds accordingly. The larger project will be shown and reported on in the 2024 CAPER. There was an uncontrollable delay with contractors, and the activity was completed after the reporting cutoff for the end of grant cycle reporting. We are currently in our 2024 grant year with five activities. At the time of this plan, 4 of the 5 activities have been completed and we do anticipate the 5th activity to be completed to be reported upon prior to the next CAPER cycle. We are excited to report that the funds have been utilized, and we have made excellent progress utilizing our funds to the very best of our ability to help the most citizens with the CDBG grant allocation. We anticipate reporting on 6 completed activities for the next CAPER cycle.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

In development of the 2025 Action Plan, the City of Anacortes advertised 2 public hearings and an open comment period with the first public hearing on March 10, 2025, and the last public hearing April 21, 2025. The 30-day window of requirement shall be officially between March 15, 2025, to April 15, 2025, however, any comments that come in starting March 10th and up to April 18th, 2025 shall be published and shared with City Council to consider for their approval. The notices for the public comment period and public hearings have been advertised in the Anacortes American. The notice for the 30-day comment period and Public Hearing was published twice beginning on January 30th, 2025, and again on February 5th, 2025 with Skagit Valley Publishing in the local newspaper the Anacortes American. Additionally, the announcement was posted to our city website on January 29th as a Notice of Funding Application period continuing to February 21, 2025. This was posted in hard copy at Anacortes City Hall on the Planning Dept Announcement board. An in-person workshop was held at City Hall on February 18th, 2025, to assist those that may be new to the application process and answer any questions. We closed the application period on Feb 21, 2025, at 4pm. The funding recommendations were announced on March 10th, 2025. The allocation to the City of Anacortes for 2024 was \$106,279 and we are working with that amount as a base estimate for funding amounts. This amount may be changed by HUD, and we will not be notified until after our submission of our 2025 Action Plan what the amount may be.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

TBD at end of Public Comment period on April 21, 2025.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

DRAFT

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
CDBG Administrator		ANACORTES	Planning, Community & Economic Development

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

Stephanie Snyder

Community Development & Housing Coordinator

Planning and Community Development Department City of Anacortes

PO Box 547 - Anacortes, WA 98221 Phone: 360-293-1907

E-mail: stephanies@anacorteswa.gov

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Anacortes is interactive with its local citizens and community care partners. Each month the city holds a committee meeting, Housing Affordability and Community Services Committee. This has 3 elected Council Members, the PCED Director, and the administrator of these weekly meetings is the Community Development Coordinator, who also serves as the Housing Division Coordinator for the City. This meeting is open to the public and is also well attended by community care partners. This helps to keep information throughout the city consistent while also showing all of us where the greatest needs are and sharing our accomplishments.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The monthly HACS committee at the city is open to the public, in person and virtually. CDBG Items are discussed at the HACS Committee.

The guests who regularly attend are representatives from our local Community Action, Salvation Army, Volunteers of America, The Anacortes Family Center, the local Fire and Police Chiefs as well as the leader from the Anacortes Health Council as well as other non-profit care teams in our local city.

In addition to hosting HACS Committee meetings, the Council members also attend outside care partner meetings to bring information back to share to the City Council and the HACS Committee.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

In 2024, Skagit County enacted a new intake system so those that need assistance can dial "211". This call center is run by the local Volunteers of America division in Western Washington and allocates care needs to our care partners, while tracking through HMIS. This has worked well so far and has been in place for about 14 months. The local care partners work closely together, and we all support each other and provide a lot of assistance to our community to meet their needs. In January 2025 a Point in Time count was conducted by this agency and we are awaiting results. Once reviewed by the state, we will know more about the improvement or worsening of the unsheltered persons population numbers by summer, 2025.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

We are not using ESG funds in 2025.

6. Agencies, groups, organizations and others who participated in the process and consultations

DRAFT

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Anacortes Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A regular attendee at city meetings regarding housing. We communicate monthly if not more often.
2	Agency/Group/Organization	Anacortes Family Center
	Agency/Group/Organization Type	Services – Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services-Education Services-Employment Services – Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs – Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A regular city participant in our regular housing committee. This agency usually has a minimum of one staff member, sometimes more than the committee meetings keeping us updated on activity levels.

3	Agency/Group/Organization	SKAGIT COUNTY COMMUNITY ACTION AGENCY
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs – Chronically homeless Homeless Needs – Families with children Homelessness Needs – Veterans Homelessness Needs – Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency meets the city at the local housing committee each month. Additionally, the agency is active in a larger part of the county consortium.
4	Agency/Group/Organization	The Salvation Army
	Agency/Group/Organization Type	Services – Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health

What section of the Plan was addressed by Consultation?	Homeless Needs – Chronically homeless Homeless Needs – Families with children Homelessness Needs – Veterans Non-Homeless Special Needs
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We work with the Salvation Army to take care of cold weather shelter. They often attend our committee meetings and as staff we visit their facility as well to see what the programs look like. The leaders of our local station are very communicative and interactive with the city and the citizens of our area.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative

AP-12 Participation – 91.401, 91.105, 91.200€

6. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

This year we advertised in the newspaper, posted to our website, installed hard copies to City Hall's planning board and announced open application periods in local care partner meetings, as well as in our Housing Action and Community Development meetings. Previous applicants were notified via email that this period was open to all.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	One application resulted – HACS Committee			
2	Internet Outreach	Non-targeted/broad community	One application resulted – Website			
3	Newspaper Ad	Non-targeted/broad community	Two Applications as a result			
4	Email previous applicants	Non-targeted/broad community	Two applications resulted			

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.420(b), 91.220(c)(1,2)

Introduction

For CDBG Grant Year 2025, the City anticipates a similar sum to last years grant amount, \$106,279. We will carry forward a balance from 2023 in the amount of \$143 and any unspent remainder of 2024 funds of which activities are still in process.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public – federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	106,279.00	0.00	26,893.00	133,172.00	0.00	We are still completing activities for the 2024 grant year. We have a balance from 2023 of \$143 and a project awarded that has not begun, however expect to see completion by the end of the grant year, June 30, 2024. This is still a draft in the works and these numbers are subject to change slightly very soon.

Table 5 – Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

All the applicants are non-profit organizations who additionally qualify for local housing levy's, state and other federal programs. We assist where we can help with the highest needs utilizing our Community Development Block Grant funds where we can meet needs that qualify for CPD program qualifications.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

We will not be utilizing any funds for publicly owned land in our jurisdiction this year.

Discussion

In the 2025 CDBG Grant year: The recommendations to Council for approval shall be as follows:

Public Services: \$15942

Administration: \$21256

Capital Improvement \$69081

Annual Goals and Objectives

AP-20 Annual Goals and Objectives – 91.420, 91.220€(3)&€

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preservation – Public Housing	2023	2027	Affordable Housing Public Housing	Tracts 940600 & 940500	Housing Authority – Rehabilitation	CDBG: \$54,797	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 22 Households Assisted
2	Homeless/Assist Special Needs Populations	2023	2027	Homeless Non-Homeless Special Needs Non-Housing Community Development	Tracts 940600 & 940500	Homelessness/Assist Special Needs population Housing Authority – Rehabilitation	CDBG: \$5,314.00	Rental units rehabilitated: 1 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Preservation – Public Housing
	Goal Description	Provide new roof on Site 3 Anacortes Housing

2	Goal Name	Homeless/Assist Special Needs Populations
	Goal Description	• A new agency formed this year called Able Housing. This is specifically formed to assist in the permanent housing needs of adult disabled persons. Many of the adult persons with disabilities in our community have caregivers (sometimes parents) that are aging out of the ability to continue to give care. To keep life and the community these disabled citizens familiar and keep them in our hometown of Anacortes, this agency has acquired one home with the intention of having multiple homes in our community for these individuals. • Provide funding to update the fire safety equipment in our local emergency and short-term shelter campus in Anacortes. The Fire Marshall stated that the equipment was outdated and needed to be replaced for safety. • Provide Public Service funds to continue to fund the programs for the long-term goal of helping individuals and families get into and remain in long term secure housing, find jobs and learn resources available to them.

AP-35 Projects - 91.420, 91.220(d)

Introduction

- New roof on Site 3, Anacortes Housing Authority
- Rental rehabilitation, Able Housing
- Rental rehabilitation, Anacortes Family Center

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

- To maintain and preserve long-term low-income housing with a new roof for 22 households.
- To assist a new non-profit with a small amount to qualify for HTF funds to increase their funding growth potential for housing disabled adults.
- To preserve safety in our largest low-income short term and emergency housing campus in Anacortes by replacing outdated fire safety equipment.
- To continue to fund programs in Anacortes that assist citizens and families to become independent and learn the resources available to them.

AP-38 Project Summary

Project Summary Information

Project Name	Target Area	Goals Supported	Needs Addressed	Funding	Description	Target Date	Estimate and total cost that will be provided from the project
<TYPE=[pivot_table] REPORT_GUID=[54A4ED67473EDAEE248792836A1D83B0]>							

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Geographic Distribution

Target Area	Percentage of Funds
Tracts 940600 & 940500	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

This is the geo locate center of the City of Anacortes where the low to moderate affordable housing is concentrated, as well as non-profit care organization offices.

Discussion

DRAFT

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Discussion

- ❖ The city has adopted a Housing Action Plan, 2023, and adopting the changes to implement in our zoning codes. Anacortes was recognized by the state government and using our city as an example for doing so.

We are a smaller community, and the affordable housing inventory is low. The planning team has been working diligently to align to the Housing Action Plan to make a difference in our community to offer more affordable housing.

Examples:

- ✓ Restriction of short-term rentals in the city, so there is more available long-term housing.
- ✓ Rezone parts of the city to encourage multi family building.
- ✓ The city is currently working on their 20-Year comprehensive plan which is due next year.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Actions planned to address obstacles to meeting underserved needs:

- 20-year Comp Plan underway, reviewing zoning and changes that may be made to accommodate more housing

Actions planned to foster and maintain affordable housing

- Working with our local organizations with taxes levied for housing to accomplish building and maintaining more and affordable housing

Actions planned to reduce lead-based paint hazards

- Environmental reviews are conducted on each dwelling to certify that any dwelling units built in 1978 or earlier are remediated for safety prior to funding.

Actions planned to reduce the number of poverty-level families

- Continue to fund community-based organizations with general funds and work with NorthStar, an organization built in our county to assist a healthy culture, from mental health, rehabilitation, housing, food and employment needs. Continuing to share resources for our most vulnerable citizens.

Actions planned to develop institutional structure

- Working with North Star organization at the county level.
- Continue to work with the State dept of commerce to work on new programs and funding if they are a fit for our city.
- Working in our local level with our elected officials at regular meetings and invite the public and all care organizations.

Actions planned to enhance coordination between public and private housing and social service agencies

- Offering builders tax exemptions for qualifying housing
- Offering no fee utility hookups for multi family affordable housing
- Created a resource wall of information at City Hall to assist anyone with needs
- Provide a meeting with the housing coordinator for individuals that need assistance to help them get to the correct resource.

Discussion

DRAFT

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed

❖ *Zero. We have no program income.*

2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan

❖ *Zero. We have no Section 108 loan balances.*

3. The amount of surplus funds from urban renewal settlements

❖ *Zero. We have no surplus funds from settlements.*

4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.

❖ *Zero. We have no unused funds.*

5. The amount of income from float-funded activities

❖ *Zero. We have no program income from float-funded activities.*

Total Program Income=0

Other CDBG Requirements

Discussion

DRAFT

Attachments

DRAFT

Citizen Participation Comments

2025 Annual Action Plan

CDBG Entitlement

A portion of the 2023-2027 Consolidated Plan

Citizen Participation Comments:

This is a draft of the submission of the CDBG Annual Action Plan. The public hearing for comments begins March 15, 2025, and ends on April 15, 2025.

This document shall be replaced with public comments at the end of the public hearing cycle.

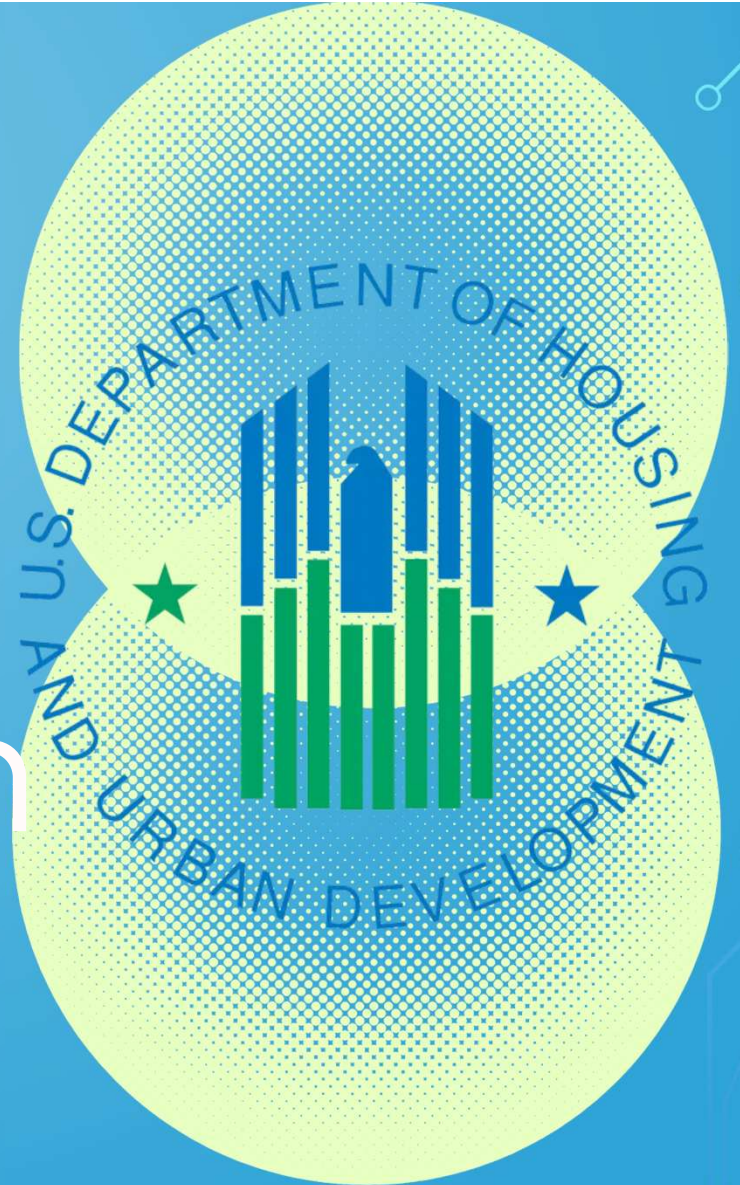
DRAFT

CITY OF ANACORTES



CDBG 2025

2025 CDBG Draft Action Plan



What is CDBG?

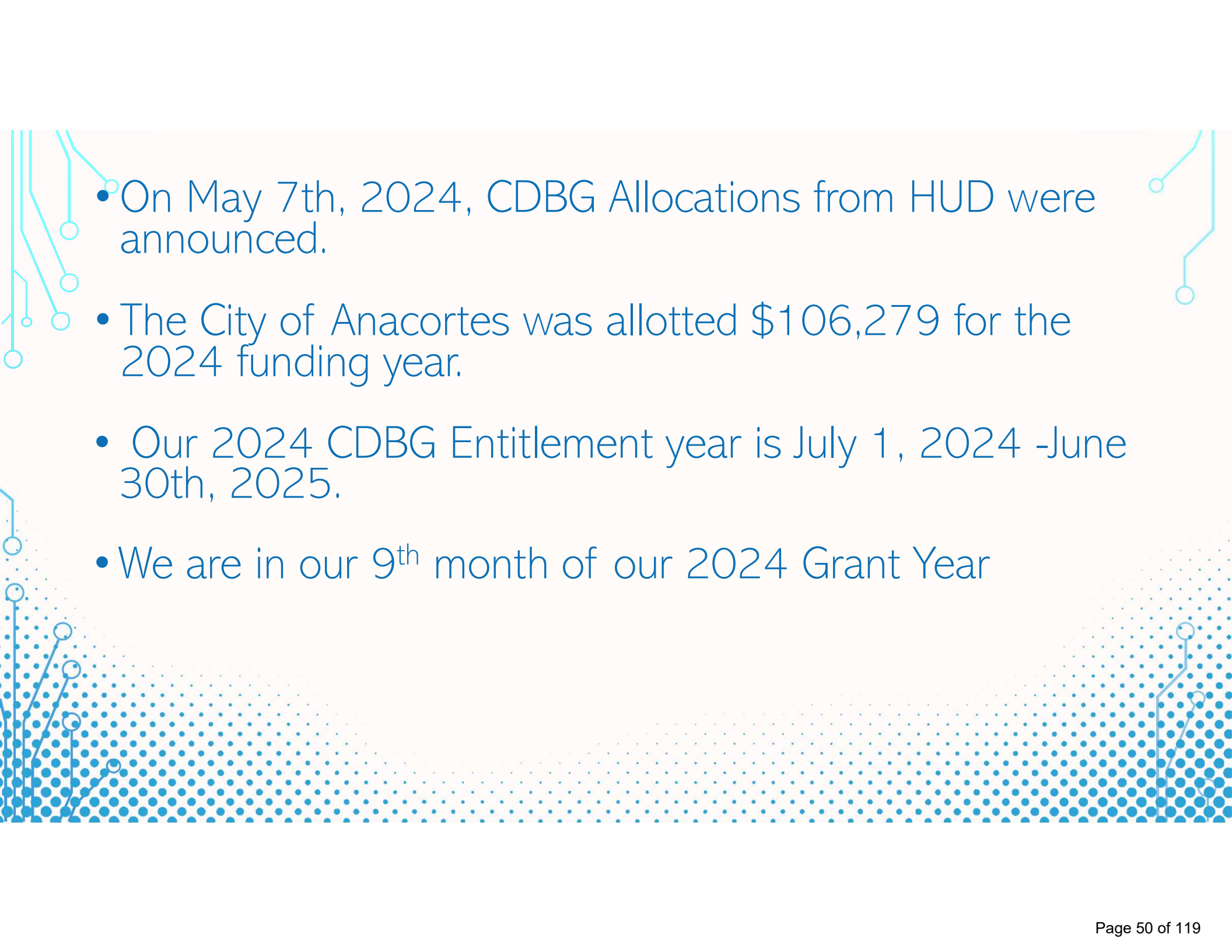
The Community Development Block Grant (CDBG) is one of the longest running programs of the U.S. Department of Housing and Urban Development, funds local community development activities with the stated goal of providing affordable housing, anti poverty programs and infrastructure development.

FUN FACT!

Anacortes is the 7th smallest grantee of CDBG in the U.S.

Anacortes CDBG Grant Funding Applications Received 2025:

Improvement	Public Services 15% CAP ALLOWABLE
Anacortes Housing Authority \$100,000 Site 3 New Roof	Anacortes Family Center 15% Public Service Programs
Able Housing \$27,105 Rental Rehabilitation	Community Action of Skagit County \$15,000
Anacortes Family Center \$8,972 Fire Equipment Replacement	Salvation Army \$15,000

- 
- On May 7th, 2024, CDBG Allocations from HUD were announced.
 - The City of Anacortes was allotted \$106,279 for the 2024 funding year.
 - Our 2024 CDBG Entitlement year is July 1, 2024 -June 30th, 2025.
 - We are in our 9th month of our 2024 Grant Year

Recommended 2025 CDBG Allocations: Based on \$106,279 2024 Grant Amount

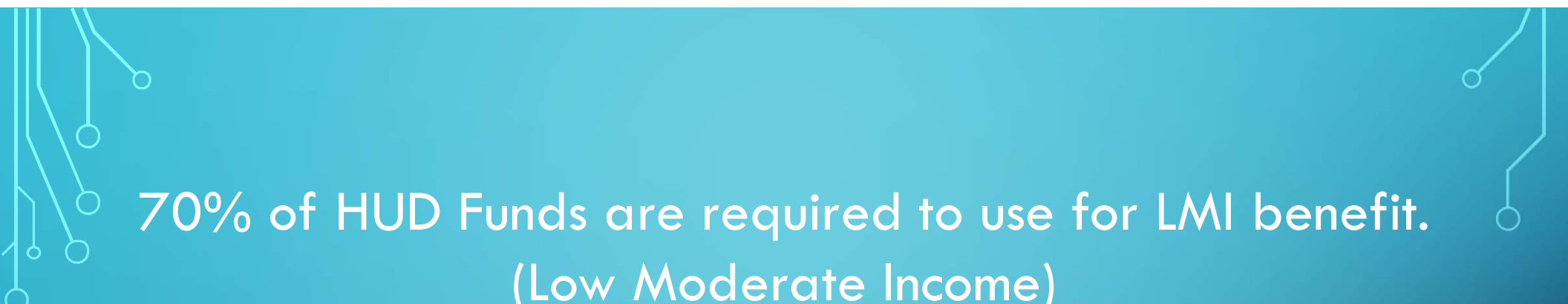
Organization	Amount requested	Recommended Allocation	Grant Portion
Able Housing	\$27,105	\$5,314	5%
Anacortes Family Center	\$15,942	\$15,942	15%
Anacortes Family Center	\$8,972	\$8,972	8%
Anacortes Housing Authority	\$100,000	\$54,795	52%
Administration Anacortes	\$21,256	\$21,256	20%

Determining Factors:

One Public Services request application received was not qualifiable due to already receiving funds from the City.

Another Public Services request application received did not have allowable use for public funds.

Administration Fees are expected in the amount of 20% each reporting year.



70% of HUD Funds are required to use for LMI benefit.
(Low Moderate Income)

80% of the 2025 CDBG Grant Year Allocation
recommendation will meet the requirements.

**2024
Funds:
\$106,279**

**2021
FUNDS
\$33,819**

**2022
FUNDS
\$17,649**

**TOTAL FUNDS:
\$ 157,747**

**Public Services AFC
\$15,942**

**Curb Cuts:
Disabled Access
24th & H
\$33,819**

**Floor Repair &
Replacement:
Permanent
Shelving:
Salvation Army
\$25,000**

**Exterior
Maintenance for
AFC Temporary
Shelter: Housing
\$17,649**

**Roof Removal &
Replacement,
facia, gutters and
caps:
Anacortes
Housing Authority
\$65,337**

ANACORTES

2024

ANACORTES

ACTION

ANACORTES

PLAN

2023
Funds
\$143

2021
FUNDS
\$0

Current TOTAL FUNDS:
26,713

Underway:
Floor Repair &
Replacement:
Permanent
Shelving: Salvation
Army
\$26,570

2024 Funds:
\$26,570

2022
FUNDS
\$0

Curb Cuts:
Disabled Access
24th & H
\$33,819

COMPLETED

Public Services AFC
\$15,942

COMPLETED

Exterior
Maintenance for
AFC Temporary
Shelter: Housing
\$17,649

COMPLETED

Roof Removal &
Replacement,
facia, gutters and
caps:
Anacortes
Housing Authority
\$65,337

COMPLETED



**Exterior
Maintenance for
AFC Temporary
Shelter: Housing
\$17,649**

DONE!





**Site 2: 2024
Roof Removal &
Replacement, fascia, gutters
and caps:
Anacortes Housing Authority
\$65,337
DONE!**





**Site 1: 2023 Funds
Reporting for 2024
Roof Removal & Replacement,
facia, gutters and caps:
Anacortes Housing Authority
DONE!**





Our CDBG Team



MATT MILLER
MAYOR



JOHN COLEMAN
PCED DIRECTOR



Melinda Suit
FINANCE LEAD



STEPHANIE SNYDER
PCED COORDINATOR

Keep in Touch

Get the latest information and updates about our CDBG program.

 904 6th Street, Anacortes, WA 98221

 360.293.1907

 stephanies@cityofanacortes.org





City Council Agenda Bill

Meeting Date: April 21, 2025 **Agenda Item:** 7.a.

Agenda Item Title: First Quarter Finance Update

Staff Contact(s): Steve Hoglund

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

Steve Hoglund

Staff Report

Steve Hoglund

Item Summary: Building activity and related revenues are lower than historical norms. Sales tax had a bump in March as a result of strong boat sales, but still lags behind year-to-date levels experienced in FY 2022 and 2023; private utility tax is up over historical norms due to significant increases in user fees for electricity and natural gas, as well as an additional charge for natural gas to meet Washington State's new clean natural gas directive. Expenditure streams meet budgeted expectations.

Budget Impact:

NA

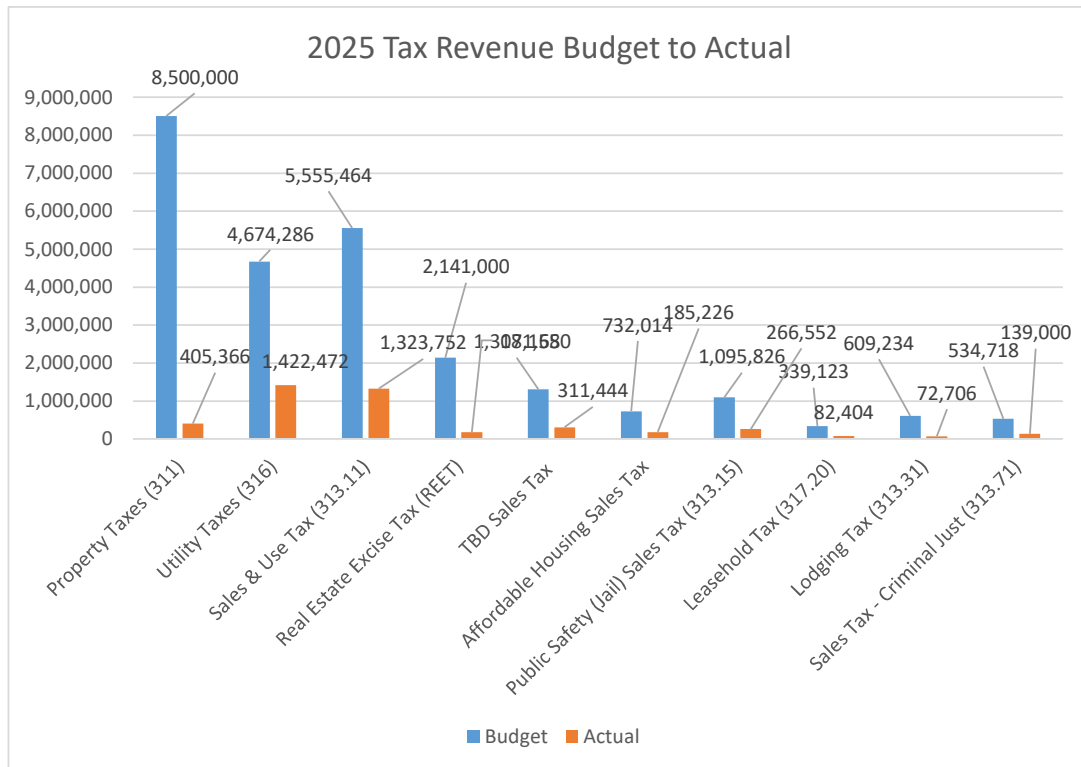
Previous Action: NA

Recommended Motion: NA

Alternative Actions: NA

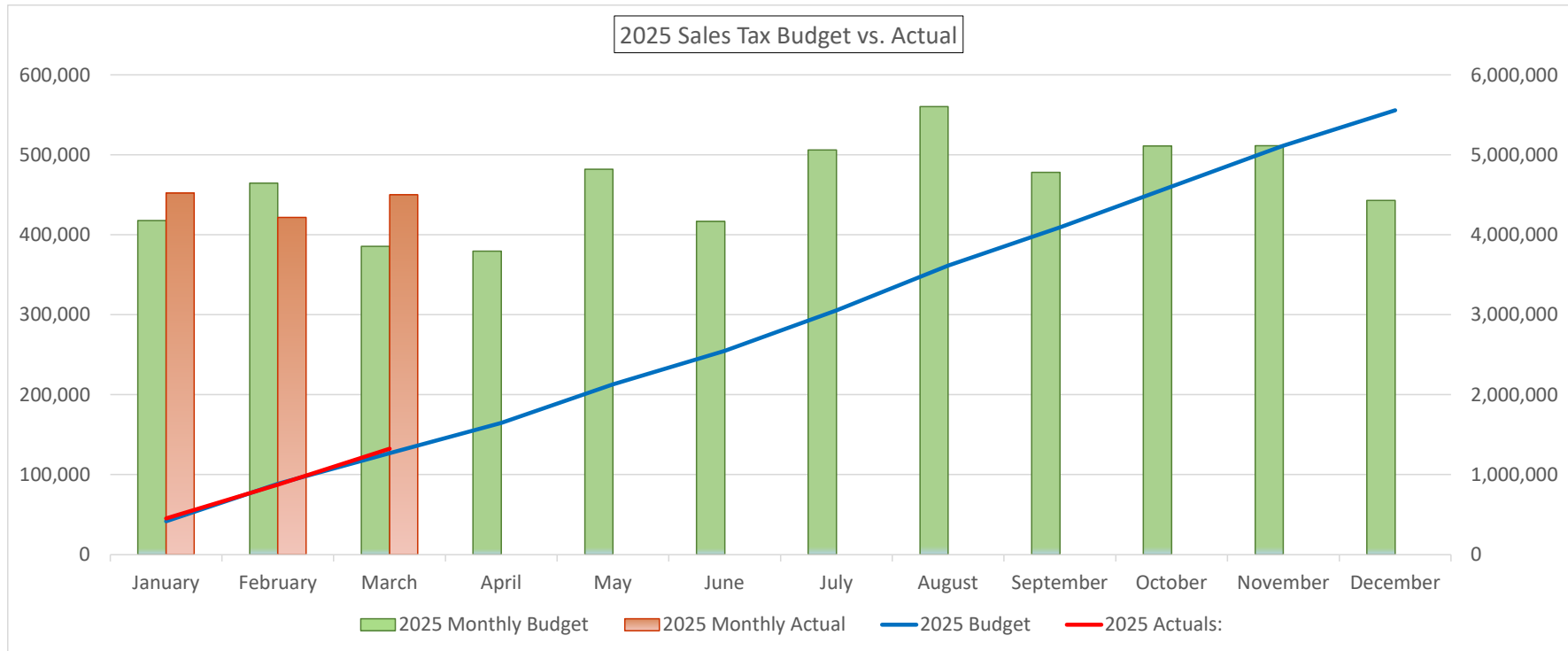
Attachments (listed in order presented):

1. 1st Qtr Fin Update

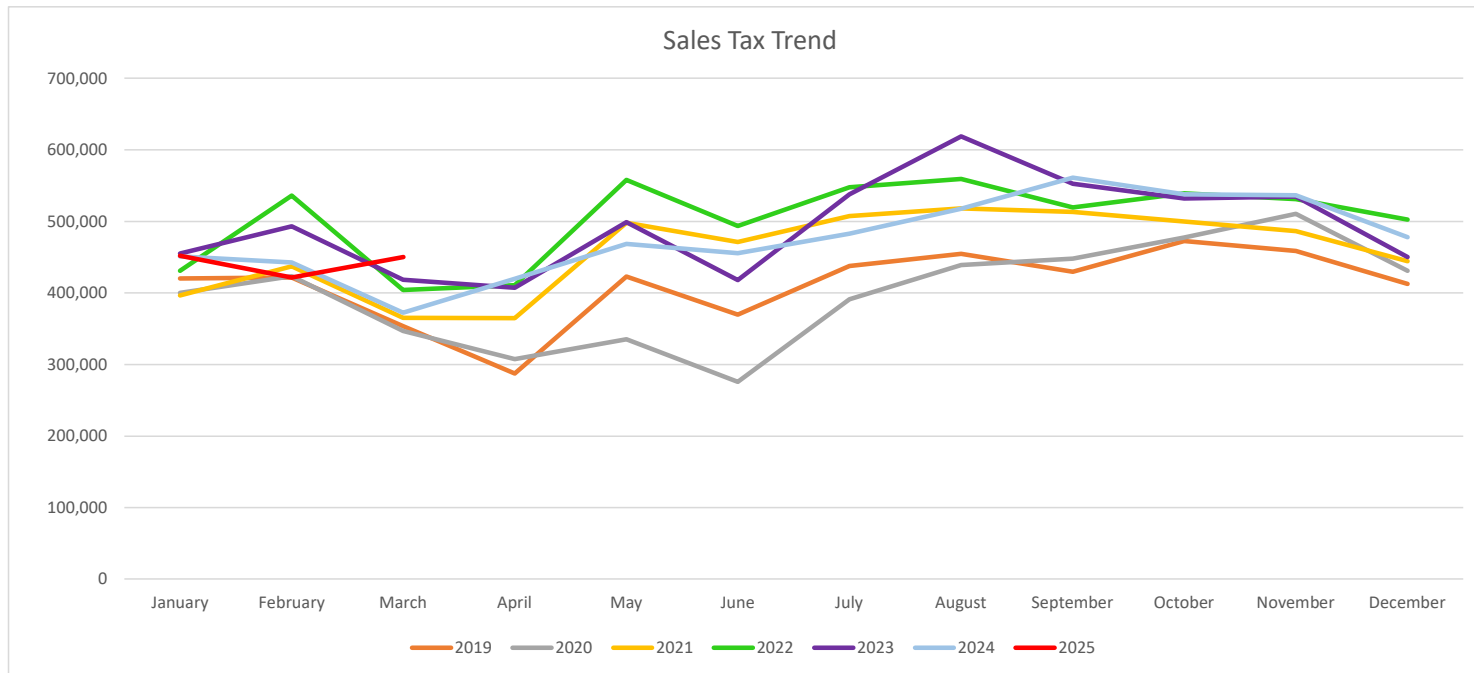


		% through the year	
		Budget	Actual
			Mar-25
A	Property Taxes (311)	8,500,000	405,366
B	Utility Taxes (316)	4,674,286	1,422,472
C	Sales & Use Tax (313.11)	5,555,464	1,323,752
D	Real Estate Excise Tax (REET)	2,141,000	181,550
E	TBD Sales Tax	1,307,168	311,444
F	Affordable Housing Sales Tax	732,014	185,226
G	Public Safety (Jail) Sales Tax (313.15)	1,095,826	266,552
H	Leasehold Tax (317.20)	339,123	82,404
I	Lodging Tax (313.31)	609,234	72,706
J	Sales Tax - Criminal Just (313.71)	534,718	139,000
Totals Taxes:		25,488,833	4,390,473
			17.2%

- 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



	January	February	March	April	May	June	July	August	September	October	November	December
2025 Budget	417,609	882,232	1,267,649	1,647,050	2,128,924	2,545,568	3,051,774	3,611,941	4,090,126	4,600,955	5,112,350	5,555,464
2025 Actuals:	452,017	873,585	1,323,752									
2025 Monthly Budget	417,609	464,623	385,417	379,401	481,873	416,644	506,207	560,167	478,185	510,829	511,395	443,115
2025 Monthly Actual	452,017	421,568	450,167	0	0	0	0	0	0	0	0	0
Total Prior Year	451,111	893,731	1,266,172									
Change to PY	906	(20,146)	57,581									
Revenue change fr	0.2%	-2.3%	4.5%									
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	477,868



	2018	2019	2020	2021	2022	2023	2024	2025
January	391,598	420,175	400,099	396,463	430,965	454,978	451,111	452,017
February	417,159	421,673	423,337	437,146	536,144	493,366	442,620	421,568
March	348,395	353,636	346,823	365,464	404,203	418,439	372,440	450,167
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	477,868	
Total	5,126,010	4,941,631	4,787,068	5,502,976	6,033,290	5,917,465	5,725,304	1,323,752
Jan - Mar History:	1,157,151	1,195,484	1,170,259	1,199,073	1,371,311	1,366,782	1,266,172	1,323,752
Month to month change		3.3%	-2.1%	2.5%	14.4%	-0.3%	-7.4%	4.5%

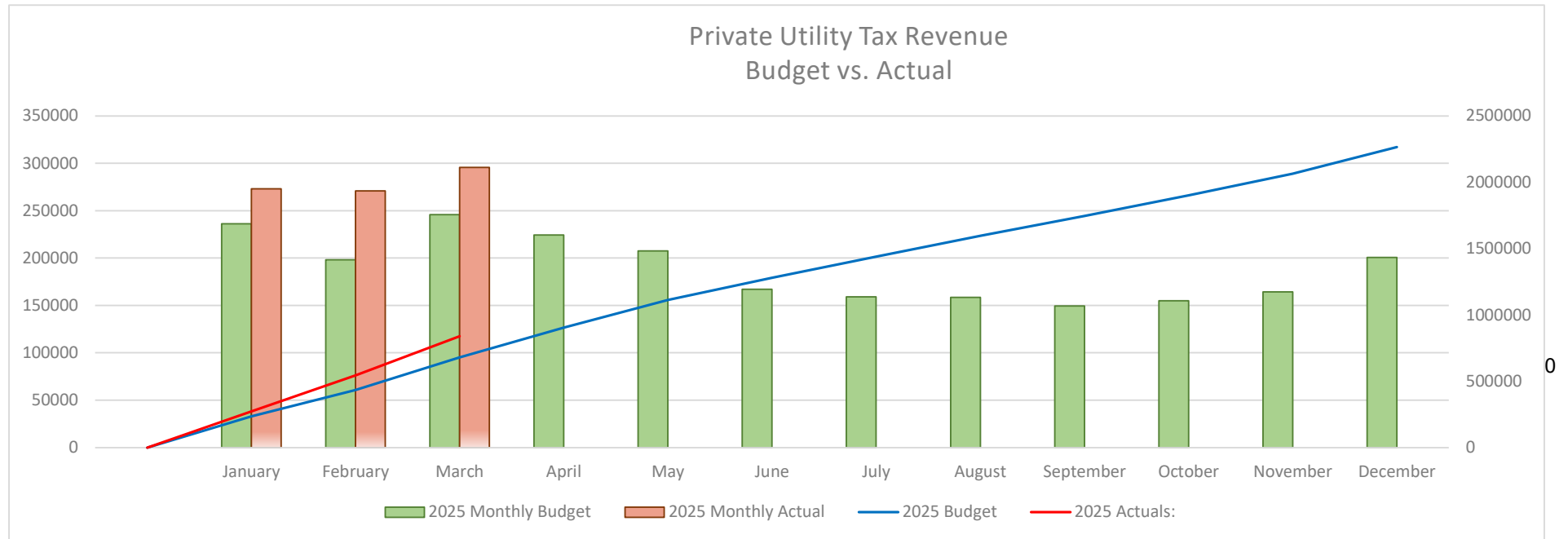
Private Utility Tax, assessed against the gross charges of privately owned utilities:

Cable TV - 7%

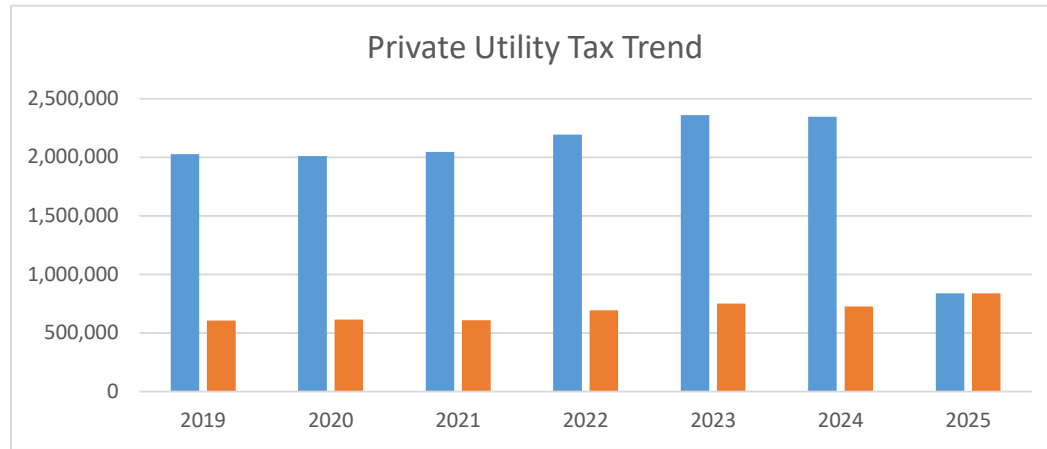
Natural Gas - 6%

Electricity - 6%

Telephone (cell and landline) - 6%

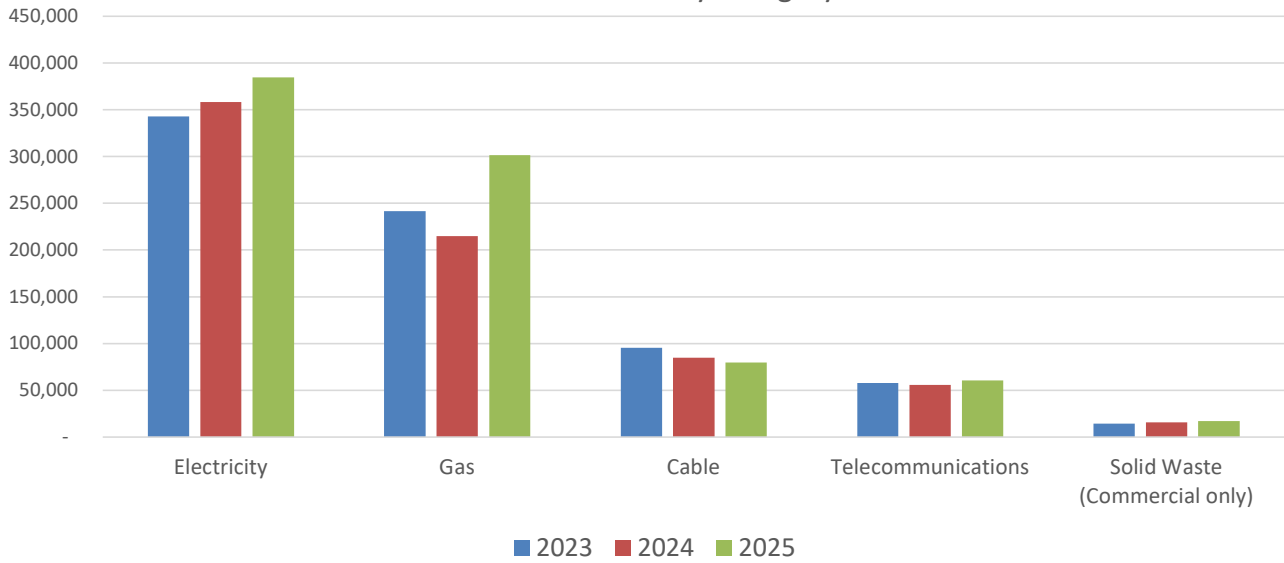


	January	February	March	April	May	June	July	August	September	October	November	December
2025 Budget	236,097	434,269	680,044	904,421	1,111,905	1,278,932	1,438,028	1,596,413	1,745,853	1,900,785	2,065,170	2,265,753
2025 Actuals:	272,971	543,810	839,536									
YTD BVA	36,875	109,541	159,491	-904,421	-1,111,905	-1,278,932	-1,438,028	-1,596,413	-1,745,853	-1,900,785	-2,065,170	-2,265,753
Year to budget:	15.6%	25.2%	23.5%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
2025 Monthly Budget	236,097	198,172	245,776	224,377	207,484	167,028	159,096	158,385	149,440	154,932	164,385	200,583
2025 Monthly Actual	272,971	270,838	295,726									
2024 Total:	235,764	256,648	236,223	246,521	200,621	178,181	147,933	156,787	155,738	156,561	132,664	243,204



	2019	2020	2021	2022	2023	2024	2025
January	203,068	202,313	210,833	225,393	261,361	235,764	272,971
February	192,484	219,178	203,490	259,099	252,759	256,648	270,838
March	210,623	193,011	195,627	209,601	237,685	236,223	295,726
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	243,204	
Total	2,027,405	2,011,485	2,046,070	2,194,197	2,359,079	2,346,846	839,536
Jan - Mar	606,175	614,501	609,950	694,093	751,805	728,635	839,536
Change to prior YTD		1.4%	-0.7%	13.8%	8.3%	-3.1%	15.2%

Private Utility Tax First Quarter Trend by Category



	2023	2024	2025	Grand Total	2023-2025 1Q Trend
Electricity	342,758	358,298	384,871	1,085,927	
Gas	241,697	214,669	301,616	757,982	
Cable	95,408	84,637	79,658	259,702	
Telecommunications	57,787	55,585	60,536	173,908	
Solid Waste (Commercial only)	14,127	15,447	16,904	46,478	
Grand Total	751,778	728,635	843,584	2,323,997	

The Below charges compare April 2024 to April 2025 Utility Fee Increases			
PSE	2024	2025	% Increase
Tier 1 (First 600kWh)	0.1133	0.1427	26%
Tier 2 (Above 600kWh)	0.1328	0.1621	22%
Electric Cons Program Charge	0.0050	0.0061	21%
Cascade Natural Gas (per therm)			
Avg Cost of Gas	0.6275	0.6611	5%
Temp Cost Gas Adjustment	0.2693	0.4170	55%
Pipeline Replacement	0.0110	0.0177	61%
Conservation	0.0466	0.0630	35%
CARES Cost Recovery	0.0095	0.0117	23%
WA Climate Act Fee *		0.2910	
* Effective June 2024			

Public Utility Tax, assessed against the gross charges of City owned utilities:

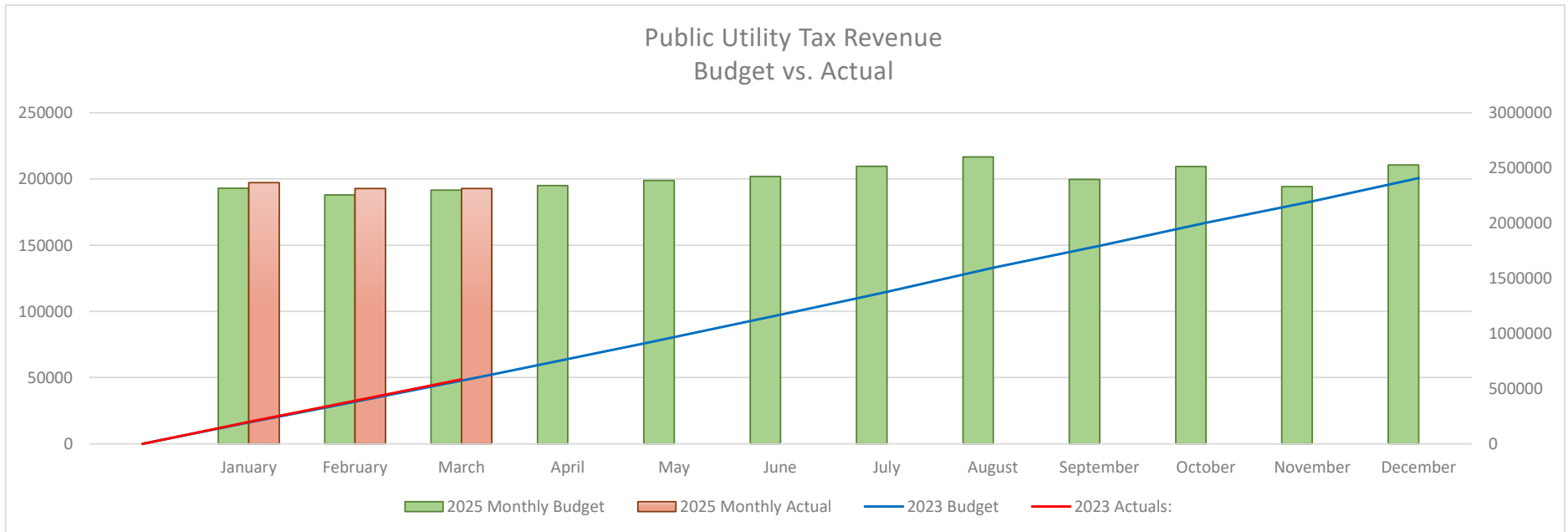
Water - 7%

Sanitary Sewer - 7%

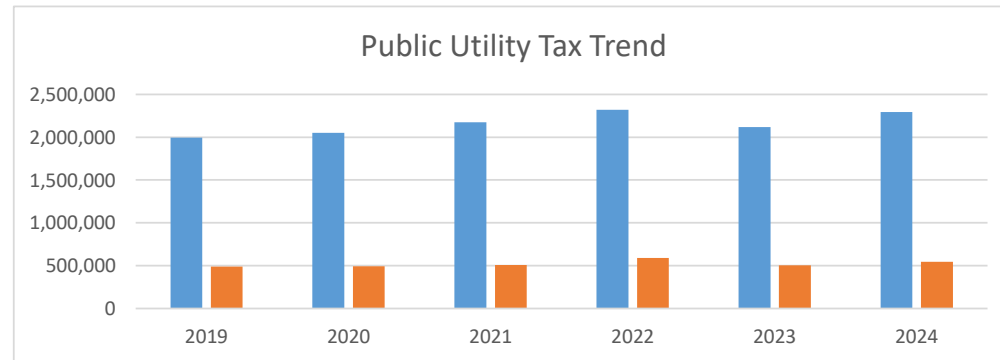
Storm Sewer - 7%

Solid Waste - 8.4% (Washington State also imposes a 3.6% tax)

Recycling - 12%



	January	February	March	April	May	June	July	August	September	October	November	December
2025 Budget	192,968	381,000	572,649	767,636	966,505	1,168,309	1,377,897	1,594,535	1,794,122	2,003,516	2,197,838	2,408,533
2025 Actuals:	197,313	390,125	582,936									
YTD BVA	4,345	9,125	10,287	-767,636	-966,505	-1,168,309	-1,377,897	-1,594,535	-1,794,122	-2,003,516	-2,197,838	-2,408,533
Year to budget:	2.3%	2.4%	1.8%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
2025 Monthly Budget	192,968	188,032	191,650	194,987	198,868	201,805	209,588	216,637	199,587	209,394	194,322	210,694
2025 Monthly Actual	197,313	192,812	192,812									
Month % change:	7.5%	9.3%	5.4%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
2024 Total:	183,571	176,351	182,958	187,542	191,403	181,051	202,169	206,909	191,745	203,238	184,712	203,413



	2019	2020	2021	2022	2023	2024	2025
January	169,706	166,039	166,845	198,864	170,830	183,571	197,313
February	156,981	164,195	163,954	181,496	159,401	176,351	192,812
March	159,656	161,558	176,574	207,367	171,802	182,958	192,812
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	184,712	
December	178,279	186,553	186,811	199,320	166,105	203,413	
Total	1,995,225	2,052,775	2,174,294	2,318,616	2,119,809	2,295,061	582,936
Jan - Mar	486,342	491,792	507,373	587,727	502,033	542,880	582,936
Change to prior YTD		1.1%	3.2%	15.8%	-14.6%	8.1%	7.4%

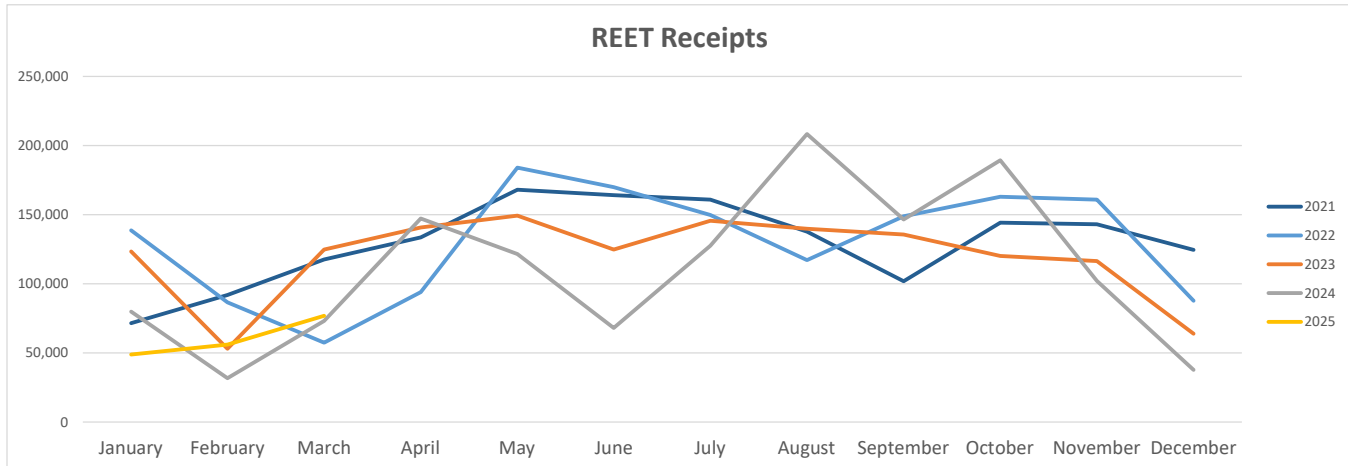
REET 1 uses are outlined in RCW 82.46.010(5)(b):

"capital project" means those public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets; roads; highways; sidewalks; street and road lighting systems; traffic signals; bridges; domestic water systems; storm and sanitary sewer systems; parks; recreational facilities; law enforcement facilities; fire protection facilities; trails; libraries; administrative facilities; judicial facilities.

REET 2 uses are outlined in RCW 82.46.035(5)(a)(b):

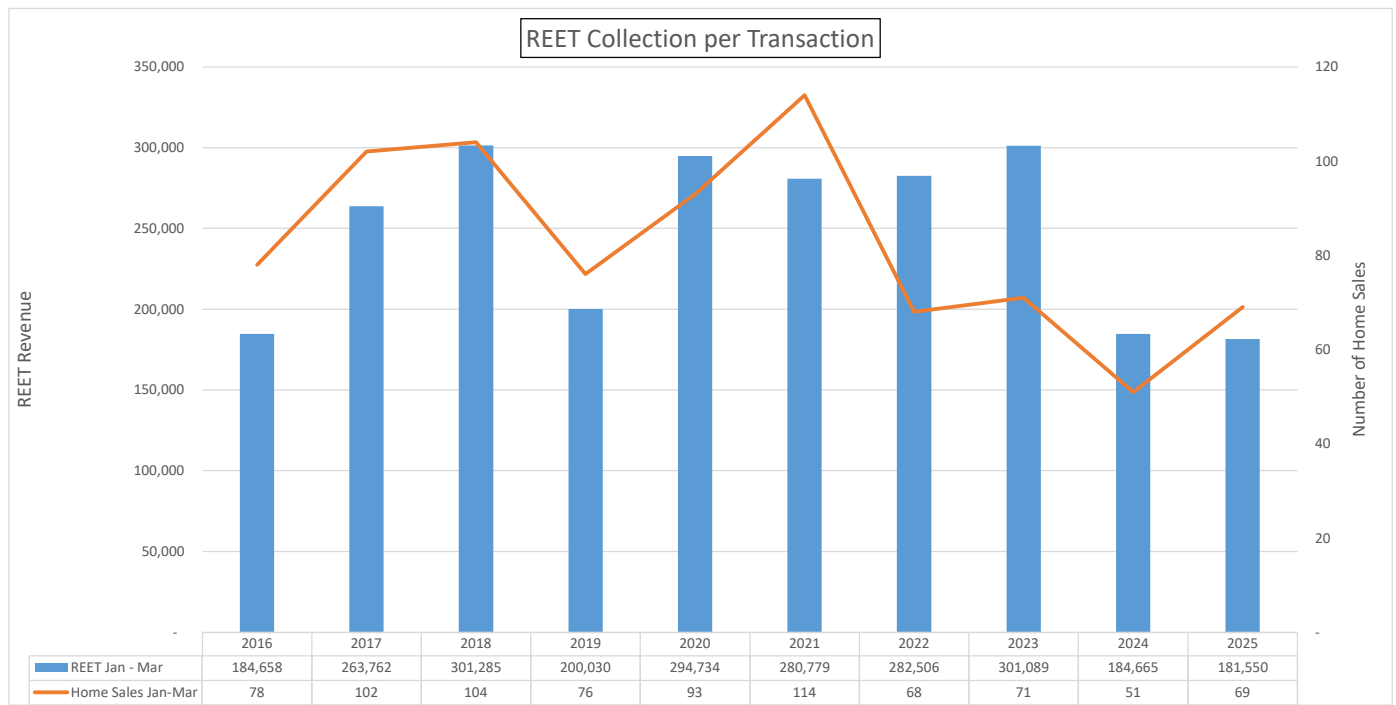
"capital project" means those public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems; planning, construction, reconstruction, repair, rehabilitation, or improvement of parks.

REET 2 is more restrictive: no use for recreation acquisition, trails, library, public safety, or admin facilities.



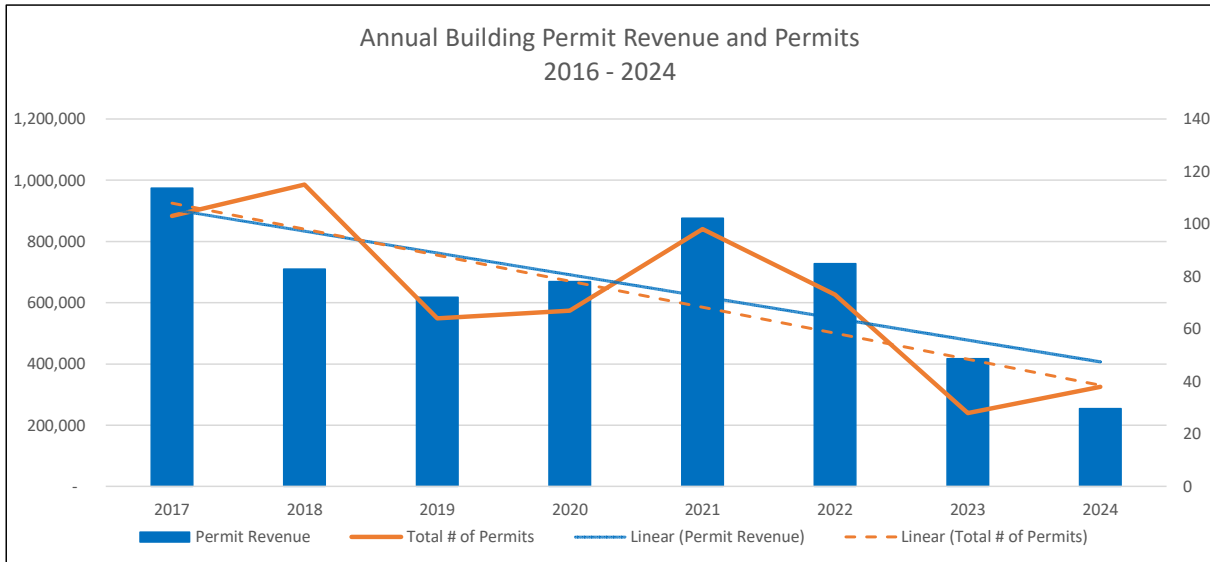
REET Receipts by Month

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
January	90,785	108,345	90,855	71,476	149,648	71,592	138,615	123,341	79,850	48,797
February	41,788	83,871	91,344	59,737	68,822	91,741	86,421	53,099	31,642	55,934
March	52,085	71,546	119,086	68,816	76,264	117,446	57,470	124,648	73,173	76,819
April	100,310	113,091	122,262	88,848	109,995	133,383	93,814	140,766	147,130	
May	128,959	105,290	107,540	142,701	68,237	168,108	184,069	149,304	121,399	
June	132,996	124,195	153,339	121,806	110,834	164,075	169,907	124,699	68,080	
July	121,693	158,342	145,919	182,759	142,306	160,909	149,603	145,599	127,514	
August	157,115	119,278	121,977	133,793	150,709	137,646	117,069	139,845	208,212	
September	111,482	89,402	111,249	144,927	166,527	101,680	148,809	135,561	146,496	
October	142,738	107,915	127,479	145,979	136,495	144,241	162,833	120,111	189,321	
November	122,623	100,151	109,063	125,671	164,106	143,035	160,857	116,476	102,066	
December	108,345	80,913	112,696	107,435	149,223	124,416	87,736	63,820	37,783	
Total:	1,310,919	1,262,338	1,412,809	1,393,949	1,493,165	1,558,272	1,557,202	1,437,269	1,332,667	181,550
Jan - Mar	184,658	263,762	301,285	200,030	294,734	280,779	282,506	301,089	184,665	181,550
		42.8%	14.2%	-33.6%	47.3%	-4.7%	0.6%	6.6%	-38.7%	-1.7%



	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
REET Jan - Mar	184,658	263,762	301,285	200,030	294,734	280,779	282,506	301,089	184,665	181,550
Home Sales Jan-Mar	78	102	104	76	93	114	68	71	51	69
REET per Sale	2,367	2,586	2,897	2,632	3,169	2,463	4,154	4,241	3,621	2,631

	2021	2022	2023	2024	2025
Single family					2
Comm / Multi Fam					1
Cottage / ADU / Mfg Homes					6
Total Permits	0	0	0	0	9
Jan - Mar Revenue	\$ 127,541	\$ 128,810	\$ 125,025	\$ 77,911	\$ 55,328
Annual Revenue	\$ 875,589	\$ 727,025	\$ 417,160	\$ 297,024	



Year	2017	2018	2019	2020	2021	2022	2023	2024	2025
Permit Revenue	974,350	709,990	618,031	668,460	875,589	727,025	417,160	254,413	
Total # of Permits	103	115	64	67	98	73	28	38	

Building Permit Revenues by Month

Year	2017	2018	2019	2020	2021	2022	2023	2024	2025
January	37,646	50,909	49,435	30,146	22,012	38,269	59,265	19,850	19,339
February	22,296	36,824	23,424	58,146	41,759	57,673	27,457	30,510	15,677
March	417,281	97,950	17,289	67,837	63,770	32,869	38,303	27,552	20,312
April	70,171	49,316	102,494	70,047	104,849	129,174	39,057	48,544	
May	76,816	51,462	52,645	42,837	55,790	82,518	38,186	12,284	
June	68,217	80,324	51,172	54,137	46,659	64,311	19,098	20,635	
July	71,066	56,868	57,444	70,663	138,206	76,644	18,397	27,728	
August	60,555	99,921	88,115	31,103	75,823	71,803	78,915	25,008	
September	19,003	77,574	29,884	30,517	84,851	26,269	34,630	17,908	
October	47,880	32,541	52,695	128,550	88,917	42,844	60	24,878	
November	38,720	37,865	45,641	41,113	40,027	46,428	-	18,072	
December	44,698	38,436	47,794	43,363	112,925	58,223	63,792	24,539	
Total Permit Revenue	\$ 974,350	\$ 709,990	\$ 618,031	\$ 668,460	\$ 875,589	\$ 727,025	\$ 417,160	\$ 297,509	\$ 55,328
Permit Rev Jan - Mar	\$ 477,224	\$ 185,683	\$ 90,147	\$ 156,129	\$ 127,541	\$ 128,810	\$ 125,025	\$ 77,911	\$ 55,328
Single family	94	110	52	57	81	62	12	11	
Comm / Multi Fam	0	1	1	5	14	3	2	2	
Cottage /ADU/Mfg Home	9	4	11	5	3	8	14	25	
Total Number of Permits:	103	115	64	67	98	73	28	38	

Lodging Tax Revenues

The City of Anacortes is allocated the basic, or state shared lodging tax (AKA hotel/motel tax), which is 2% of lodging stays and is taken from the State's 6.5% sales tax rate, so the patron paying for the lodging stay does not see this 2% tax.

The City of Anacortes also collects an additional (or special) lodging tax that is 2% on top of the other state and local sales tax rate. This was authorized by Ordinance 2437, enacted January 1, 1998.

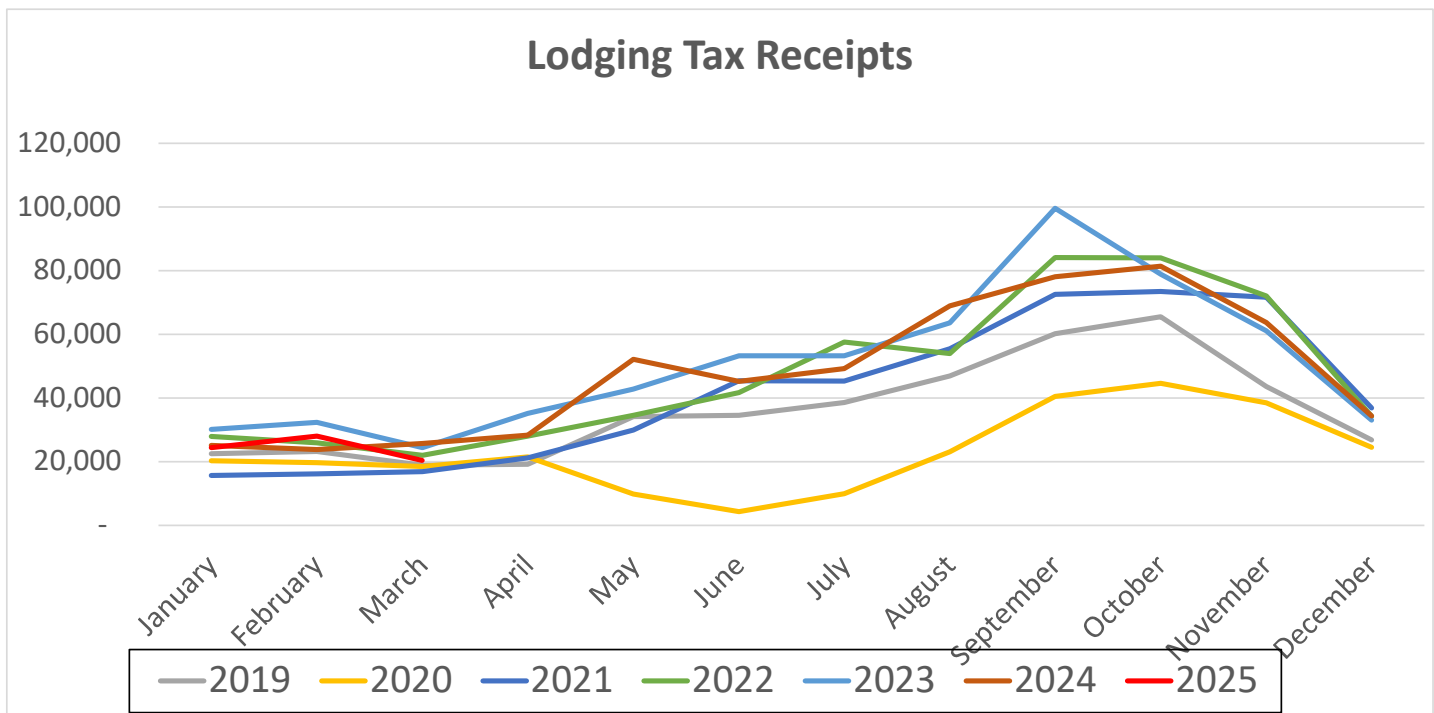
The use of Lodging Tax revenues are outlined in RCW 67.28.1815-1816, and generally must be used for:

Tourism marketing.

The promotion and operation of special events and festivals designed to attract tourists.

The operations of tourism related facilities owned or operated by nonprofit organizations.

Operations and capital expenditures of tourism-related facilities owned or operated by a municipality.



	2019	2020	2021	2022	2023	2024	2025
January	22,489	20,342	15,670	28,007	30,195	25,178	24,398
February	23,227	19,723	16,233	25,983	32,376	23,815	27,967
March	18,886	18,518	16,946	21,970	24,356	25,774	20,340
April	19,242	21,562	21,268	28,065	35,195	28,315	
May	34,187	9,880	29,926	34,545	42,815	52,129	
June	34,634	4,300	45,421	41,714	53,300	45,225	
July	38,593	9,969	45,350	57,611	53,270	49,222	
August	46,945	23,170	55,496	54,025	63,668	68,963	
September	60,259	40,472	72,592	84,073	99,614	78,078	
October	65,474	44,595	73,395	84,008	78,939	81,358	
November	43,665	38,478	71,660	72,043	61,089	63,772	
December	26,845	24,579	36,934	34,249	33,050	34,384	
Total:	434,445	275,588	500,891	566,294	607,867	576,212	72,706
Jan - Mar Revenue:	64,602	58,583	48,849	75,960	86,927	74,767	72,706
Change to prior year		-9%	-17%	56%	14%	-14%	-3%

CITY OF ANACORTES
ALL FUNDS
Revenues/Expenditures
March 2025

		2025 Adj Budget	Year to date Actuals	25.0%	Cash Balance	Fund Balance Budget
001	GENERAL FUND					
	Revenue	35,619,030	5,702,116	16%	789,507	Operating
	Expenditure	35,619,030	8,225,775	23%	4,802,026	Rainy Day
	Difference	0	-2,523,660		933,858	IT Reserve
101	PARK & RECREATION					
	Revenue	2,684,380	152,431	6%	183,091	257,367
	Expenditure	2,684,380	666,762	25%		
	Difference	0	-514,331			
102	CEMETERY					
	Revenue	296,907	27,830	9%	186,996	34,688
	Expenditure	296,907	70,083	24%		
	Difference	0	-42,254			
103	LIBRARY				370,640	165,932
	Revenue	1,917,670	153,196	8%		
	Expenditure	1,917,670	531,831	28%		
	Difference	0	-378,635			
104	STREET MAINTENANCE					
	Revenue	2,360,258	473,483	20%	(10,464)	205,704
	Expenditure	2,360,258	496,456	21%		
	Difference	0	-22,974			
105	STREET CONSTRUCTION					
	Revenue	11,682,512	9,169	0%	257,601	74,670
	Expenditure	11,682,512	80,261	1%		
	Difference	0.00	-71,092			
107	WASHINGTON PARK					
	Revenue	295,517	81,854	28%	261,602	-105,666
	Expenditure	295,517	45,731	15%		
	Difference	0	36,124			
108	PARKS CAPITAL				17,169	31,892
	Revenue	1,895,000	220,566	12%		
	Expenditure	1,895,000	189,491			
	Difference	0	31,075			
109	AFFORDABLE HOUSING					
	Revenue	732,014	178,641	24%		
	Expenditure	732,014	182,347			
	Difference	0	-3,707			
112	DEVELOPMENT IMPACT FEES					
	Revenue	315,000	17,403		65,567	Roads
	Expenditure	315,000	0		207,357	Parks
	Difference	0	17,403		431,019	Fire

CITY OF ANACORTES

ALL FUNDS

Revenues/Expenditures

March 2025

	2025	Year to date	25.0%	Cash Balance	Fund Balance Budget
	Adj Budget	Actuals			
113 ACFL MANAGEMENT FUND					
Revenue	118,839	0	0%	483,269	111,901
Expenditure	118,839	26,539	22%		
Difference	0	-26,539			
135 LODGING TAX					
Revenue	609,234	72,706	12%	1,574,665	342.36
Expenditure	609,234	158,069	26%		
Difference	0	-85,363			
335 REET					
Revenue	3,407,000	242,243	7%	3,625,365	REET 1
Expenditure	3,407,000	0	0%	1,033,514	REET 2
Difference	0	242,243			
401 WATER				December 100%	
Revenue	22,682,375	5,514,526	24%	Chgs budg	14,964,664
Expenditure	22,682,375	3,046,581	13%	Actuals:	3,664,256
Difference	0	2,467,946		% collected:	24.5%
				\$ 18,658,999.64	Operating
				\$ 1,501,202.06	Rainy Day
				\$ 11,719,792.26	Capital
440 SEWER					
Revenue	26,782,560	2,157,182	8%	Chgs budg	8,756,984
Expenditure	26,782,560	4,916,332	18%	Actuals:	2,060,047
Difference	0	-2,759,150		% collected:	23.5%
				\$ 5,696,657.19	Operating
				\$ 1,073,406.65	Rainy Day
				\$ 8,841,827.48	Capital
445 STORM DRAIN					
Revenue	3,185,243	604,807	19%	Chgs budg	2,222,159
Expenditure	3,185,243	755,276	24%	Actuals:	578,833
Difference	0	-150,468		% collected:	26.0%
				\$ 1,614,811.42	Operating
				\$ 216,255.41	Rainy Day
				\$ 58,465.44	Capital
450 SANITATION					
Revenue	7,268,892	1,712,321	24%	\$ 1,327,216.62	Operating
Expenditure	7,268,892	1,561,636	21%	\$ 605,218.40	Rainy Day
Difference	0	150,685			
501 EQUIPMENT RENTAL FUND				\$ 3,846,218.40	IF Loan Rec
Revenue	2,457,715	986,508	40%	\$ 590,000.00	Operating
Expenditure	2,457,715	654,871	27%	\$ 6,239,440.00	Capital
Difference	0	331,637			



City Council Agenda Bill

Meeting Date: April 21, 2025 **Agenda Item:** 7.b.

Agenda Item Title: Ordinance 4098: 1st Quarter Budget Amendment

Staff Contact(s): Steve Hoglund

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

Steve Hoglund
Darcy Swetnam

Ordinance

Item Summary: There are two non di minimis expenditure items, the details of which were not finalized at the time of budget development, that have been identified. The first is procurement of a new Police Department drug dog, as T-Bone has now retired, which will be paid for with resources provided by the opioid drug settlement. The second is several computers that were not planned to be replaced at the time of budget development, but have now been determined to be incompatible for Windows updates to the most recent version. These computers have replacement monies that have been set aside specifically for their replacement.

It is noted the budget has to be amended by ordinance, for which council procedures direct 2 reads before adopting. If the Council desires adoption at this time, the two-read rule would need to be waived.

Budget Impact:

69,000

Previous Action: 12/2/2024 Ordinance 4090 adopting the 2025 operating budget.

Recommended Motion: If the two-read rule is waived, the following motion can be used, otherwise the ordinance can be brought back on April 28th on the consent agenda:

I move to approve ordinance 4090 amending the 2025 operating budget.

Alternative Actions: Do not approve, direct staff as to next steps.

Attachments (listed in order presented):

1. Ordinance 4098 1Q25 Budget Amendment

ORDINANCE 4098

AN ORDINANCE AMENDING ORDINANCE NO. 4090 ADOPTED ON DECEMBER 2, 2024, ENTITLED "AN ORDINANCE ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES AND USES FOR THE YEAR 2025"

WHEREAS, Ordinance 4090 was adopted on December 2, 2024 that established the annual budget for fiscal year 2025, and

WHEREAS, In the time since the 2025 budget was developed the Anacortes Police drug dog, T-Bone, has retired and a new dog, Zeke, has been identified to take its place, using cash to pay for it that is restricted around the mitigation of drug use, and

WHEREAS, There were a number of computers that could have been replaced as part of the current budget but were not identified to be replaced as they were still working fine, however it is now understood some of those computers cannot be updated to an acceptable operating system level, thereby leaving them at higher cyber security risk; it is noted these computers will be paid for with monies previously set aside for their replacement.

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

Section 1. Ordinance No. 4090 dated December 2, 2024, adopting the Budget for all Municipal purposes and Uses for the fiscal year 2025 is hereby amended to reflect aforementioned revisions to expenditures and revenues in the following areas:

BARS #	Description	Expense (DR)	Revenue (CR)
001.310.521.70.31	New K-9	15,000	
001.000.308.00.00	Opioid money		15,000
001.220.518.80.35	IT Replacement Equip.		
		54,000	
001.000.308.90.00	DIS Replacement Reserve		54,000

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 21st day of April 2025.

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: April 21, 2025 **Agenda Item:** 7.c.

Agenda Item Title: Interlocal Agreement 26-001-MCT-001 with Skagit County for the Community Court Program 2026-2028

Staff Contact(s): Emily Schuh

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

Item Summary: City staff seeks approval to execute Interlocal Cooperative Agreement 26-001-MCT-001 with Skagit County, under which the Community Court Program will be performed at the Anacortes Municipal Court from January 1, 2026-December 31, 2028.

Background: The City of Anacortes contracts with Skagit County District Court for Judicial Services. The Anacortes Municipal Court is responsible for processing infractions and citations in violation of city ordinances and state statutes issued by the Anacortes Police Department and has a duty to set cases for Arraignments, Hearings, Probation Revocations, & Trials.

Community Court is a non-traditional system that works to address the root cause giving rise to the criminal behavior. It seeks to address crimes of poverty, mental health and substance abuse related violations of law such as non-violent misdemeanor offenses, theft, trespass, pedestrian interference, use of paraphernalia, and disorderly conduct. Defendants are linked to services and resources at their first court hearing to address the issues leading to the behavior.

Other communities which have created community courts have experienced reduced incarceration rates, lower crime rates, lower level intervention before low level offenders get felony charges, safer communities and the ability improve the lives of those affected by poverty, homelessness, and the opioid epidemic.

Key Terms:

- The City will pay the County \$650.00 per month for up to two dockets per month.

- The term of this Agreement shall be from January 1, 2026 through December 31, 2028.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperative Agreement 26-001-MCT-001 between the City of Anacortes and Skagit County for the 2026-2028 Community Court Program.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 26-001-MCT-001

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF ANACORTES

THIS AGREEMENT is made and entered into by and between the City of Anacortes ("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 formalize the relationship of the City and the County regarding the provision of District Court Community Court services to the City. Skagit County has a Community Court Program capable of serving both the Skagit County District Court and, with some use restrictions, the cities within Skagit County. The Skagit County District Court Community Court Program has provided Community Court services to the City since January 1, 2021, in a pilot program role. It is in the best interest of Skagit County and the City to formalize this relationship in an agreement detailing the extent and costs of Community Court services.

2. **RESPONSIBILITIES:** The County shall provide the following Community Court services for the City in consideration of time and effort as follows:

Active/full Community Court services, monitoring of community court, court ordered programming, community-based support group compliance, and assistance with connecting clients with support and community-based alternatives.

The County shall provide such services upon referral from the City and according to the direction of the City's Municipal Court.

The County shall limit the number of monthly dockets to two.

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2026 through December 31, 2028.

If the agreement is not renewed, the County will provide the City with the following transition services:

(a) For previously initiated community court services that can be completed by March 1, 2026, the County will complete the service.

(b) For previously initiated community court services that cannot be completed by March 1, 2026, the County will provide the City a complete copy of the community court file and a summary of actions taken to-date, upcoming hearings, and other information that would assist the new service provider in quickly completing the transition cycle.

4. MANNER OF FINANCING: The City shall compensate the County six hundred fifty dollars (\$650) per month (\$325 per docket) for two dockets. Each Community Court Docket shall be limited to 15 total clients. The County will bill the City quarterly. Payment by the City will be made within thirty days from date of billing notice.

5. 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.

5.1 The County's representative shall be District Court Community Court Development Coordinator, Erika MacArthur.

5.2 The City's representative shall be Court Administrator, Rebecca Welch.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: 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. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, elected officials, volunteers or employees to the fullest extent required by the law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the City and Skagit County, damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement 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. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

FOR CITY OF ANACORTES:

MATT MILLER, MAYOR

Date _____)

Mailing Address:
City of Anacortes
PO Box 547
904 6th Street
Anacortes, WA 98221

DATED this ____ day of _____, 2025.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Lisa Janicki, Chair

Ron Wesen, Commissioner

Peter Browning, Commissioner

Attest:

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

Interlocal Agreement
Page 5 of 5

**Chapter 2.30 RCW
THERAPEUTIC COURTS**

Sections

- 2.30.010 Findings—Scope of therapeutic court programs.
- 2.30.020 Definitions.
- 2.30.030 Therapeutic courts authorized—Establishment of processes—
Determination of eligibility—Persons not eligible—Use
of best practices—Dependency matters—Foreign law
limitations.
- 2.30.040 Funding—Federal funding—Use of state moneys.
- 2.30.050 Courts authorized to work cooperatively.
- 2.30.060 Authorization for therapeutic courts existing on July 24,
2015.
- 2.30.100 Early childhood court programs—Authorized.
- 2.30.110 Early childhood court programs—Judicial officer training.
- 2.30.120 Early childhood court programs—Evaluation—Provision of
assistance.
- 2.30.130 Early childhood court programs—Transitional provision.

RCW 2.30.010 Findings—Scope of therapeutic court programs. (1)

The legislature finds that judges in the trial courts throughout the state effectively utilize what are known as therapeutic courts to remove a defendant's or respondent's case from the criminal and civil court traditional trial track and allow those defendants or respondents the opportunity to obtain treatment services to address particular issues that may have contributed to the conduct that led to their arrest or other issues before the court. Trial courts have proved adept at creative approaches in fashioning a wide variety of therapeutic courts addressing the spectrum of social issues that can contribute to criminal activity and engagement with the child welfare system.

(2) The legislature further finds that by focusing on the specific individual's needs, providing treatment for the issues presented, and ensuring rapid and appropriate accountability for program violations, therapeutic courts may decrease recidivism, improve the safety of the community, and improve the life of the program participant and the lives of the participant's family members by decreasing the severity and frequency of the specific behavior addressed by the therapeutic court.

(3) The legislature recognizes the inherent authority of the judiciary under Article IV, section 1 of the state Constitution to establish therapeutic courts, and the outstanding contribution to the state and local communities made by the establishment of therapeutic courts and desires to provide a general provision in statute acknowledging and encouraging the judiciary to provide for therapeutic court programs to address the particular needs within a given judicial jurisdiction.

(4) Therapeutic court programs may include, but are not limited to:

- (a) Adult drug court;
- (b) Juvenile drug court;
- (c) Family dependency treatment court or family drug court;

(d) Mental health court, which may include participants with developmental disabilities;
(e) DUI court;
(f) Veterans treatment court;
(g) Truancy court;
(h) Domestic violence court;
(i) Gambling court;
(j) Community court;
(k) Homeless court;
(l) Treatment, responsibility, and accountability on campus (Back on TRAC) court. [2015 c 291 s 1.]

Conflict with federal requirements—2015 c 291: "If any part of this act is found to be in conflict with federal requirements that are a prescribed condition to the allocation of federal funds to the state, the conflicting part of this act is inoperative solely to the extent of the conflict and with respect to the agencies directly affected, and this finding does not affect the operation of the remainder of this act in its application to the agencies concerned. Rules adopted under this act must meet federal requirements that are a necessary condition to the receipt of federal funds by the state." [2015 c 291 s 14.]

RCW 2.30.020 Definitions. The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Emerging best practice" or "promising practice" means a program or practice that, based on statistical analyses or a well-established theory of change, shows potential for meeting the evidence-based or research-based criteria, which may include the use of a program that is evidence-based for outcomes other than those listed in this section.

(2) "Evidence-based" means a program or practice that: (a) Has been tested in heterogeneous or intended populations with multiple randomized, or statistically controlled evaluations, or both; or one large multiple site randomized, or statistically controlled evaluation, or both, where the weight of the evidence from a systemic review demonstrates sustained improvements in at least one outcome; or (b) may be implemented with a set of procedures to allow successful replication in Washington and, when possible, is determined to be cost-beneficial.

(3) "Government authority" means prosecutor or other representative initiating action leading to a proceeding in therapeutic court.

(4) "Participant" means an accused person, offender, or respondent in the judicial proceeding.

(5) "Research-based" means a program or practice that has been tested with a single randomized, or statistically controlled evaluation, or both, demonstrating sustained desirable outcomes; or where the weight of the evidence from a systemic review supports sustained outcomes as described in this subsection but does not meet the full criteria for evidence-based.

(6) "Specialty court" and "therapeutic court" both mean a court utilizing a program or programs structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to reduce child abuse and neglect, out-of-home placements of children,

termination of parental rights, and substance abuse and mental health symptoms among parents or guardians and their children through continuous and intense judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

(7) "Therapeutic court personnel" means the staff of a therapeutic court including, but not limited to: Court and clerk personnel with therapeutic court duties, prosecuting attorneys, the attorney general or his or her representatives, defense counsel, monitoring personnel, and others acting within the scope of therapeutic court duties.

(8) "Trial court" means a superior court authorized under this title or a district or municipal court authorized under Title 3 or 35 RCW. [2018 c 201 s 9001; 2015 c 291 s 2.]

Findings—Intent—Effective date—2018 c 201: See notes following RCW 41.05.018.

Conflict with federal requirements—2015 c 291: See note following RCW 2.30.010.

RCW 2.30.030 Therapeutic courts authorized—Establishment of processes—Determination of eligibility—Persons not eligible—Use of best practices—Dependency matters—Foreign law limitations. (1) Every trial and juvenile court in the state of Washington is authorized and encouraged to establish and operate therapeutic courts. Therapeutic courts, in conjunction with the government authority and subject matter experts specific to the focus of the therapeutic court, develop and process cases in ways that depart from traditional judicial processes to allow defendants or respondents the opportunity to obtain treatment services to address particular issues that may have contributed to the conduct that led to their arrest or involvement in the child welfare system in exchange for resolution of the case or charges. In criminal cases, the consent of the prosecutor is required.

(2) While a therapeutic court judge retains the discretion to decline to accept a case into the therapeutic court, and while a therapeutic court retains discretion to establish processes and determine eligibility for admission to the therapeutic court process unique to their community and jurisdiction, the effectiveness and credibility of any therapeutic court will be enhanced when the court implements evidence-based practices, research-based practices, emerging best practices, or promising practices that have been identified and accepted at the state and national levels. Promising practices, emerging best practices, and/or research-based programs are authorized where determined by the court to be appropriate. As practices evolve, the trial court shall regularly assess the effectiveness of its program and the methods by which it implements and adopts new best practices.

(3) Except under special findings by the court, the following individuals are not eligible for participation in therapeutic courts:

(a) Individuals who are currently charged or who have been previously convicted of a serious violent offense or sex offense as defined in RCW 9.94A.030;

(b) Individuals who are currently charged with an offense alleging intentional discharge, threat to discharge, or attempt to discharge a firearm in furtherance of the offense;

(c) Individuals who are currently charged with or who have been previously convicted of vehicular homicide or an equivalent out-of-state offense; or

(d) Individuals who are currently charged with or who have been previously convicted of: An offense alleging substantial bodily harm or great bodily harm as defined in RCW 9A.04.110, or death of another person.

(4) Any jurisdiction establishing a therapeutic court shall endeavor to incorporate the therapeutic court principles of best practices as recognized by state and national therapeutic court organizations in structuring a particular program, which may include:

- (a) Determining the population;
- (b) Performing a clinical assessment;
- (c) Developing the treatment plan;
- (d) Monitoring the participant, including any appropriate testing;
- (e) Forging agency, organization, and community partnerships;
- (f) Taking a judicial leadership role;
- (g) Developing case management strategies;
- (h) Addressing transportation, housing, and subsistence issues;
- (i) Evaluating the program;
- (j) Ensuring a sustainable program.

(5) Upon a showing of indigence under RCW 10.101.010, fees may be reduced or waived.

(6) The health care authority shall furnish services to therapeutic courts addressing dependency matters where substance abuse or mental health are an issue unless the court contracts with providers outside of the health care authority.

(7) Any jurisdiction that has established more than one therapeutic court under this chapter may combine the functions of these courts into a single therapeutic court.

(8) Nothing in this section prohibits a district or municipal court from ordering treatment or other conditions of sentence or probation following a conviction, without the consent of either the prosecutor or defendant.

(9) No therapeutic or specialty court may be established specifically for the purpose of applying foreign law, including foreign criminal, civil, or religious law, that is otherwise not required by treaty.

(10) No therapeutic or specialty court established by court rule shall enforce a foreign law, if doing so would violate a right guaranteed by the Constitution of this state or of the United States. [2018 c 201 s 9002; 2015 c 291 s 3.]

Findings—Intent—Effective date—2018 c 201: See notes following RCW 41.05.018.

Conflict with federal requirements—2015 c 291: See note following RCW 2.30.010.

RCW 2.30.040 Funding—Federal funding—Use of state moneys. Jurisdictions may seek federal funding available to support the operation of its therapeutic court and associated services and must match, on a dollar-for-dollar basis, state moneys allocated for therapeutic courts with local cash or in-kind resources. Moneys

allocated by the state may be used to supplement, not supplant other federal, state, and local funds for therapeutic courts. However, until June 30, 2016, no match is required for state moneys expended for the administrative and overhead costs associated with the operation of a therapeutic court authorized under this chapter. [2015 c 291 s 4.]

Conflict with federal requirements—2015 c 291: See note following RCW 2.30.010.

RCW 2.30.050 Courts authorized to work cooperatively.

Individual trial courts are authorized and encouraged to establish multijurisdictional partnerships and/or interlocal agreements under RCW 39.34.180 to enhance and expand the coverage area of the therapeutic court. Specifically, district and municipal courts may work cooperatively with each other and with the superior courts to identify and implement nontraditional case processing methods which can eliminate traditional barriers that decrease judicial efficiency. [2015 c 291 s 6.]

Conflict with federal requirements—2015 c 291: See note following RCW 2.30.010.

RCW 2.30.060 Authorization for therapeutic courts existing on July 24, 2015. Any therapeutic court meeting the definition of therapeutic court in RCW 2.30.020 and existing on July 24, 2015, continues to be authorized. [2015 c 291 s 7.]

Conflict with federal requirements—2015 c 291: See note following RCW 2.30.010.

RCW 2.30.100 Early childhood court programs—Authorized. (1) (a) A superior court may establish an early childhood court program to serve the needs of infants and toddlers who are under the age of three at the time the case enters the program and dependent pursuant to chapter 13.34 RCW.

(b) An early childhood court program is a therapeutic court as defined in this chapter that provides an intensive court process for families with a child under age three who has been found dependent pursuant to chapter 13.34 RCW. To be eligible for the early childhood court program, a parent must have a child under age three that is dependent pursuant to chapter 13.34 RCW at the time the case enters the early childhood court program. The case may remain in the early childhood court program after the child is age three or older if the child is still dependent pursuant to chapter 13.34 RCW.

(2) If a superior court creates an early childhood court program, it shall incorporate the following core components into the program:

(a) The court shall obtain a memorandum of understanding or other agreement with the department of children, youth, and families developed in collaboration with counsel for parents and children that outlines how the two entities will coordinate and collaborate to implement the core components overall.

(b) A community coordinator who may be employed by the courts, the county, or a nonprofit entity and who is a person with experience

and training in diversity, equity, and inclusion measures and is dedicated to:

- (i) Facilitating real-time information sharing and collaboration among cross-sector professionals participating in the early childhood court program;

- (ii) Coordinating and participating in family team meetings;

- (iii) Identifying community-based resources and supporting the family's connection to these resources;

- (iv) Building relationships and forming new partnerships across traditional and nontraditional services and systems;

- (v) Identifying training needs of early childhood court professionals and facilitating the provision of training;

- (vi) Supporting the convening of community team meetings; and

- (vii) Performing the tasks outlined in this subsection describing the core components of an early childhood court program unless otherwise specified.

(c) A community team established by the court and consisting of stakeholders to the court that serve as an advisory body to the court and who implement the early childhood court program. The community team shall include diverse membership to include, but not be limited to, former parent participants, foster parents, parent and child advocates, an attorney for parents, a department of children, youth, and families caseworker, and a judicial officer. The community team aims to:

- (i) Foster a learning environment and encourage an interdisciplinary approach to meeting the needs of young children and families;

- (ii) Identify and respond to challenges to accessing resources and needed systems reforms;

- (iii) Support multidisciplinary trainings; and

- (iv) Recommend local court policies and procedures to improve families receipt of equitable and timely access to resources and remedial services for the parent and child.

(d) More frequent status hearings than the review hearings required under RCW 13.34.138 established by the judicial officer, these status hearings are separate from the review hearings required under RCW 13.34.138 and are intended to provide additional support to the family.

(e) A community coordinator that serves as a liaison between the court and community-based resources to identify community-based resources, identify barriers to engagement, and collaborate with stakeholders to connect families to assessments and referrals. The community coordinator shall facilitate connecting parents with informal and formal social supports, including but not limited to peer, community, and cultural supports.

(f) Family team meetings neutrally facilitated by the community coordinator. The family team may include all parties to the case and other people or other service providers identified by the parent to be part of the support system for the parent involved. The family team engages the parents, and the attorney for the parent, in their case plan and expediently addresses family needs and access to services and support.

(g) Ensuring that parents are critical participants in the early childhood court program. Having experienced and culturally informed professionals supporting and working with families involved in the dependency court system is critical to successful reunification of families. The court shall aim to foster an environment in which all

professionals involved in the early childhood court program increase their awareness of different forms of bias and the trauma and adversity that often accompany poverty, mental health, and substance use by identifying or developing training that increases such awareness.

(h) Ensuring that families receive early, consistent, and frequent visitation that is developmentally appropriate for infants and toddlers; minimizes stress and anxiety for both children and parents; and occurs in a safe, comfortable, and unthreatening setting that supports parents to nurture and care for their child.

(i) The court shall ensure that the individualized case plan for parents involved in the early childhood court program address protective factors that mitigate or eliminate safety risks to the child.

(j) The court should encourage a respectful, strength-based, compassionate approach to working with parents in the context of the early childhood court program.

(k) The court shall support the development of agreements that encourage:

(i) Stakeholders participation in any available statewide structure that supports alignment to the approach of the early childhood court program, cross-site cooperation, and consistency;

(ii) Program data is regularly and continuously reviewed to ensure equity and inform and improve practice; and

(iii) Stakeholder utilization of technical assistance, training, and evaluation to assess effectiveness and improve outcomes.

(l) Each early childhood court program must collect and review its data, including data related to race and ethnicity of program participants, to assess its effectiveness and share this data with the oversight board for children, youth, and families established under RCW 43.216.015. The oversight board for children, youth, and families established under RCW 43.216.015 shall share this data and hold or offer to assist in holding statewide meetings to support alignment to the core components and statewide consistency.

(m) The caseworker assigned to an early childhood court program must have received training and competency related to cultural antiracism, and antiracism.

(n) Each early childhood court program must be responsive to community needs and adopt best practices related to family reunification and serving all families, including those who are:

(i) Black, indigenous, and persons of color;

(ii) Lesbian, gay, bisexual, transgender, and queer; and

(iii) Experiencing disabilities.

(o) An attorney for the parent must be present during every meeting of the early childhood court program.

(p) Ensuring that parents voluntarily participating in the early childhood court program receive all available and appropriate services. [2021 c 285 s 2.]

Findings—2021 c 285: "(1) The legislature finds that there is an urgent need to provide greater support to young children and their families involved in Washington state's child welfare system. Infants and toddlers comprise a substantial portion of all child abuse and neglect cases in Washington state; the rate of entry for children under age one into the care of Washington state's child welfare system is the second highest in the nation. Research demonstrates that both

the trauma of neglect as well as the trauma associated with entering the child welfare system shapes young children's brain development and have lifelong impacts on young children's social, emotional, and physical well-being. Young children and families of color are particularly impacted by child welfare involvement and the factors leading up to it.

(2) The legislature further finds that early childhood court programs provide timely, evidence-based, evidence-informed, and trauma-informed interventions. Early childhood court programs reduce maltreatment recurrence, number of placements, and the time it takes to achieve permanency, while increasing equitable access to services.

(3) The legislature further finds that statewide standards are necessary to ensure the quality, accountability, and fidelity to evidence-based and evidence-informed interventions of early childhood court programs. Statewide standards will also promote equitable access to these programs, especially among children and families of color.

(4) The legislature further finds that early childhood court programs that de-emphasize termination of parental rights and focus on the safe reunification of children with parents or maintain children with family or other suitable persons promote the long-term emotional and psychological health of children and minimize the trauma and racial disproportionality experienced by children and families of color who are involved in the dependency court system.

(5) The legislature further finds that the administrative office of the courts has secured funding for the first year of the early childhood court program to support their evaluation efforts. While funding is not mandated through this act, the legislature acknowledges that the administrative office of the courts is not able to complete its required responsibilities as provided for in this act without dedicated funding. The legislature finds and declares that[,] in the future, the office may seek funding through public and/or private funding opportunities, and it may partner with local organizations to seek further funding, although it is not required to do so." [2021 c 285 s 1.]

RCW 2.30.110 Early childhood court programs—Judicial officer training. (1) Judicial officers who preside over early childhood court program hearings shall participate in required trainings, as follows:

(a) An initial, eight-hour training program that can include the topic areas of:

(i) The benefits to infants and toddlers of secure attachment with primary caregivers;

(ii) A trauma-informed approach;

(iii) The importance of maintaining children within their biological connections;

(iv) The importance of reunification of children with their families;

(v) Diversity, equity, and inclusion; and

(vi) The impact of trauma on child development;

(b) After the initial training, annually attend a minimum of eight hours of continuing education of pertinence to the early childhood court program.

(2) Subject to the availability of amounts appropriated for this specific purpose, the administrative office of the courts shall

administer the certification of training requirements. [2021 c 285 s 3.]

Findings—2021 c 285: See note following RCW 2.30.100.

RCW 2.30.120 Early childhood court programs—Evaluation—Provision of assistance. (1) Subject to the availability of amounts appropriated for this specific purpose, the administrative office of the courts shall perform, or contract for, an evaluation of the early childhood court program to ensure the quality, accountability, and fidelity of the programs' evidence-based treatment. Any evaluation of the early childhood court program shall be posted on the administrative office of the courts website.

(2) The administrative office of the courts may provide, or contract for the provision of, training and technical assistance related to program services, consultation and guidance for difficult cases, and ongoing training for court teams. [2021 c 285 s 4.]

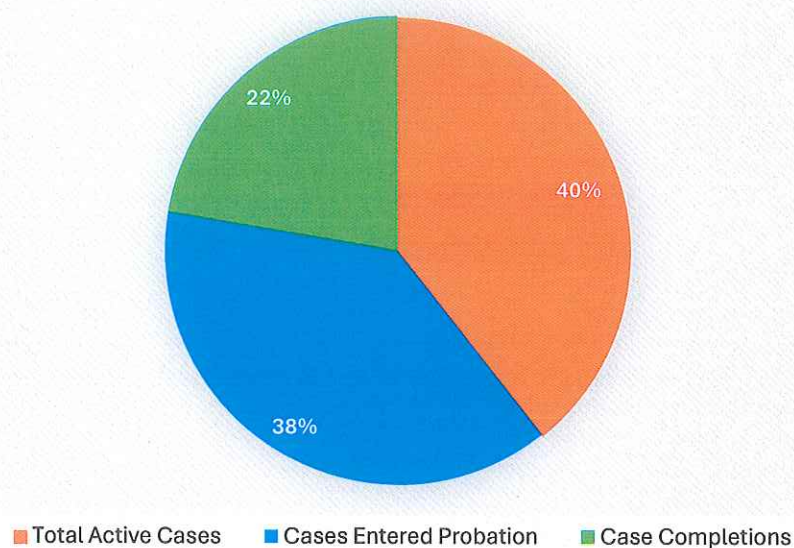
Findings—2021 c 285: See note following RCW 2.30.100.

RCW 2.30.130 Early childhood court programs—Transitional provision. Any early childhood court program in operation as of July 25, 2021, shall have until January 1, 2022, to adjust its practices to comply with RCW 2.30.100 and 2.30.110. [2021 c 285 s 5.]

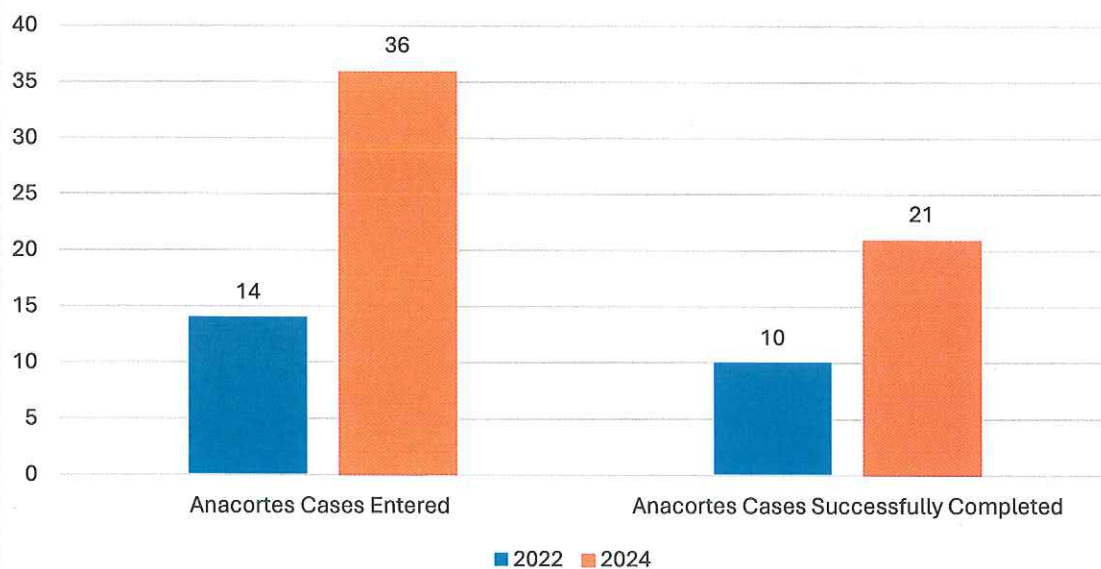
Findings—2021 c 285: See note following RCW 2.30.100.



Anacortes Community Court 2024



Anacortes Community Court





City Council Agenda Bill

Meeting Date: April 21, 2025 **Agenda Item:** 7.d.

Agenda Item Title: Interlocal Agreement 26-002-MCT-001 with Skagit County for Probation Services 2026-2028

Staff Contact(s): Emily Schuh

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

Item Summary: City staff seeks City Council consent to enter into an interlocal agreement with Skagit County to provide probation services for the City from 2026-2028.

Background: The City has had longstanding agreements with Skagit County for the provision of probation services. Probation services support the efforts of the municipal court to ensure compliance with sentences. Every time a defendant is sentenced to a charge that includes treatment as a condition of their sentence (alcohol/DV/drugs/mental health), they are referred to the Probation Department for monitoring of that treatment.

Key Terms:

- The term of this Agreement shall be from 1/1/2026-12/31/2028
- The Probation Department charges the City \$100 each month for each case referred while they are supervising that defendant with per defendant/case maximum of \$2,400, and a maximum of \$150 per defendant/case for pre-trial supervision.

(The City recoups the costs from the defendant when they pay their monthly court fines/probation costs.)

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperative Agreement 26-002-MCT-001 between the City of Anacortes and Skagit County for the 2026-2028 Probation Services.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 26-002-MCT-001

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF ANACORTES

THIS AGREEMENT is made and entered into by and between the City of Anacortes ("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 formalize the relationship of the City and the County regarding the provision of probation services to the City. Skagit County has a Probation Department capable of serving both the Skagit County District Court and, with some use restrictions, the cities within Skagit County. The Skagit County District Court Probation Department has provided probation services to the City in past years based on its' participation in the consolidated district/municipal court judicial services plan. It is in the best interest of Skagit County and the City to formalize this relationship in an agreement detailing the extent and costs of probation services.

2. **RESPONSIBILITIES:** The County shall provide the following probation services for the City in consideration of time and effort as follows:

Active/full probation services, pre-trial monitoring, monitoring of treatment and community-based support group attendance, deferred prosecution requirements, pre/post-sentence investigations, assistance with connecting clients with support and community-based programming and collection of restitution and/or monitoring of prohibitions.

The County shall provide such services upon referral from the City and according to the direction of the City's Municipal Court.

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2026 through December 31, 2028.

If the agreement is not renewed, the County will provide the City with the following transition services:

(a) For previously initiated probation services that can be completed by April 1, 2026, the County will complete the service.

(b) For previously initiated probation services that cannot be completed by April 1, 2026, the County will provide the City a complete copy of the probation file and a summary of actions taken to-date, upcoming hearings, and other information that would assist the new service provider in quickly completing the transition cycle.

4. MANNER OF FINANCING: The City shall compensate the County one hundred dollars (\$100.00) for each month said defendant is on active supervision (meaning the supervision has not been terminated by order of the court) to a maximum of \$2400 per defendant/case. In cases involving pre-sentence supervision, supervision of mandatory community service or determination of restitution, the maximum per defendant/case shall be \$150. The County will bill the City quarterly. Payment by the City will be made within thirty days from date of billing notice. The County Probation Department will employ a probation fee reduction, or full waiver of fees, process for those clients that cannot meet their probation fee obligation. In no circumstance can community service be substituted for payment toward probation fees.

5. 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.

5.1 The County's representative shall be District Court Probation Director, James M. Malcolm Jr.

5.2 The City's representative shall be Court Administrator, Rebecca Welch.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: 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. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, elected officials, volunteers or employees to the fullest extent required by the law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the City and Skagit County, damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement 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. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

FOR CITY OF ANACORTES:

MATT MILLER, MAYOR)

Date _____

Mailing Address:
City of Anacortes
904 6th Street
P O Box 547
Anacortes WA 98221

DATED this _____ day of _____, 2025.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Lisa Janicki, Chair

Ron Wesen, Commissioner

Attest:

Peter Browning, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

Interlocal Agreement
Page 5 of 5

RCW 9.95.214 Assessments for supervision of misdemeanant probationers. Whenever a defendant convicted of a misdemeanor or gross misdemeanor is placed on probation under RCW 9.92.060 or 9.95.210, and the defendant is supervised by a county probation department, the county probation department may assess and collect from the defendant for the duration of the term of supervision a monthly assessment not to exceed \$100 per month. This assessment shall be paid to the agency supervising the defendant and shall be applied, along with funds appropriated by the legislature, toward the payment or part payment of the cost of supervising the defendant. The county probation department shall suspend such assessment while the defendant is being supervised by another state pursuant to RCW 9.94A.745, the interstate compact for adult offender supervision. [2022 c 29 s 5; 2011 1st sp.s. c 40 s 11; 2005 c 400 s 3; 1996 c 298 s 4; 1995 1st sp.s. c 19 s 32.]

Housing voucher program outcome evaluation and benefit-cost analysis—Transfer of residual funds to the general fund—2022 c 29: See notes following RCW 9.94A.729.

Application—Recalculation of community custody terms—2011 1st sp.s. c 40: See note following RCW 9.94A.501.

Application—Effective date—2005 c 400: See notes following RCW 9.94A.74504.

Findings—Purpose—Short title—Severability—Effective date—1995 1st sp.s. c 19: See notes following RCW 72.09.450.

**RCW 10.01.160 Costs—What constitutes—Payment by defendant—
Procedure—Remission—Medical or mental health treatment or services.**

(1) Except as provided in subsection (3) of this section, the court may require a defendant to pay costs. Costs may be imposed only upon a convicted defendant, except for costs imposed upon a defendant's entry into a deferred prosecution program, costs imposed upon a defendant for pretrial supervision, or costs imposed upon a defendant for preparing and serving a warrant for failure to appear.

(2) Costs shall be limited to expenses specially incurred by the state in prosecuting the defendant or in administering the deferred prosecution program under chapter 10.05 RCW or pretrial supervision. They cannot include expenses inherent in providing a constitutionally guaranteed jury trial or expenditures in connection with the maintenance and operation of government agencies that must be made by the public irrespective of specific violations of law. Expenses incurred for serving of warrants for failure to appear and jury fees under RCW 10.46.190 may be included in costs the court may require a defendant to pay. Costs for administering a deferred prosecution may not exceed \$250. Costs for administering a pretrial supervision other than a pretrial electronic alcohol monitoring program, drug monitoring program, or 24/7 sobriety program may not exceed \$150. Costs for preparing and serving a warrant for failure to appear may not exceed \$100. Costs of incarceration imposed on a defendant convicted of a misdemeanor or a gross misdemeanor may not exceed the actual cost of incarceration. In no case may the court require the offender to pay more than \$100 per day for the cost of incarceration. Payment of other court-ordered financial obligations, including all legal financial obligations and costs of supervision take precedence over the payment of the cost of incarceration ordered by the court. All funds received from defendants for the cost of incarceration in the county or city jail must be remitted for criminal justice purposes to the county or city that is responsible for the defendant's jail costs. Costs imposed constitute a judgment against a defendant and survive a dismissal of the underlying action against the defendant. However, if the defendant is acquitted on the underlying action, the costs for preparing and serving a warrant for failure to appear do not survive the acquittal, and the judgment that such costs would otherwise constitute shall be vacated.

(3) The court shall not order a defendant to pay costs if the defendant at the time of sentencing is indigent. In determining the amount and method of payment of costs for defendants who are not indigent, the court shall take account of the financial resources of the defendant and the nature of the burden that payment of costs will impose. For the purposes of this section, a defendant is "indigent" if the defendant: (a) Meets the criteria defined in RCW 10.101.010(3) (a) through (c); (b) is homeless or mentally ill as defined in RCW 71.24.025; (c) has household income above 125 percent of the federal poverty guidelines and has recurring basic living costs, as defined in RCW 10.101.010, that render the defendant without the financial ability to pay; or (d) has other compelling circumstances that exist that demonstrate an inability to pay.

(4) A defendant who has been ordered to pay costs and who has not willfully failed to pay the obligation, as described in RCW 9.94A.6333, 9.94B.040, and 10.01.180, may at any time petition the sentencing court for remission of the payment of costs or of any unpaid portion thereof. If it appears to the satisfaction of the court

that payment of the amount due will impose manifest hardship on the defendant or the defendant's immediate family, the court may remit all or part of the amount due in costs, modify the method of payment under RCW 10.01.170, or convert the unpaid costs to community restitution hours, if the jurisdiction operates a community restitution program, at the rate of no less than the state minimum wage established in RCW 49.46.020 for each hour of community restitution. Manifest hardship exists where the defendant is indigent as defined in subsection (3) of this section.

(5) Except for direct costs relating to evaluating and reporting to the court, prosecutor, or defense counsel regarding a defendant's competency to stand trial as provided in RCW 10.77.060, this section shall not apply to costs related to medical or mental health treatment or services a defendant receives while in custody of the secretary of the department of social and health services or other governmental units. This section shall not prevent the secretary of the department of social and health services or other governmental units from imposing liability and seeking reimbursement from a defendant committed to an appropriate facility as provided in RCW 10.77.084 while criminal proceedings are stayed. This section shall also not prevent governmental units from imposing liability on defendants for costs related to providing medical or mental health treatment while the defendant is in the governmental unit's custody. Medical or mental health treatment and services a defendant receives at a state hospital or other facility are not a cost of prosecution and shall be recoverable under RCW 10.77.250 and 70.48.130, chapter 43.20B RCW, and any other applicable statute. [2022 c 260 s 9; 2018 c 269 s 6; 2015 3rd sp.s. c 35 s 1; 2010 c 54 s 1; 2008 c 318 s 2; 2007 c 367 s 3; 2005 c 263 s 2; 1995 c 221 s 1; 1994 c 192 s 1; 1991 c 247 s 4; 1987 c 363 s 1; 1985 c 389 s 1; 1975-'76 2nd ex.s. c 96 s 1.]

Construction—Effective date—2022 c 260: See notes following RCW 3.66.120.

Construction—2018 c 269: See note following RCW 10.82.090.

Findings—Intent—2008 c 318: "The legislature finds that because of the decision in *Utter v. DSHS*, 165 P.3d 399 (Wash. 2007), there is unintended ambiguity about the authority of the secretary of the department of social and health services under the criminal procedure act to seek reimbursement from defendants under RCW 10.77.250 who are committed for competency evaluation and mental health treatment under RCW 10.77.060 and 10.77.084, and the general provision prohibiting a criminal defendant from being charged for prosecution related costs prior to conviction provided in RCW 10.01.160. Mental health evaluation and treatment, and other medical treatment relate entirely to the medically necessary care that defendants receive at state hospitals and other facilities. The legislature intended for treatment costs to be the responsibility of the defendant's insurers and ultimately the defendant based on their ability to pay, and it is permissible under chapters 10.77, 70.48, and 43.20B RCW for the state and other governmental units to assess financial liability on defendants who become patients and receive medical and mental health care. The legislature further finds that it intended that a court order staying criminal proceedings under RCW 10.77.084, and committing a defendant to the custody of the secretary of the department of

social and health services for placement in an appropriate facility involve costs payable by the defendant, because the commitment primarily and directly benefits the defendant through treatment of their medical and mental health conditions. The legislature did not intend for medical and mental health services provided to a defendant in the custody of a governmental unit, and the associated costs, to be costs related to the prosecution of the defendant. Thus, if a court orders a stay of the criminal proceeding under RCW 10.77.084 and orders commitment to the custody of the secretary, or if at any time a defendant receives other medical care while in custody of a governmental unit, but prior to conviction, the costs associated with such care shall be the responsibility of the defendant and the defendant's insurers as provided in chapters 10.77, 70.48, and 43.20B RCW. The intent of the legislature is to clarify this reimbursement requirement, and the purpose of this act is to make retroactive, remedial, curative, and technical amendments in order to resolve any ambiguity about the legislature's intent in enacting these chapters." [2008 c 318 s 1.]

Effective date—2008 c 318: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and takes effect immediately [April 1, 2008]." [2008 c 318 s 3.]

Commitment for failure to pay fine and costs: RCW 10.70.010, 10.82.030.

Defendant liable for costs: RCW 10.64.015.

Fine and costs—Collection and disposition: Chapter 10.82 RCW.

Supervised and Pretrial

Includes: Anacortes, Burlington, Mount Vernon, Sedro Woolley and Skagit District Courts

2024 Statistics

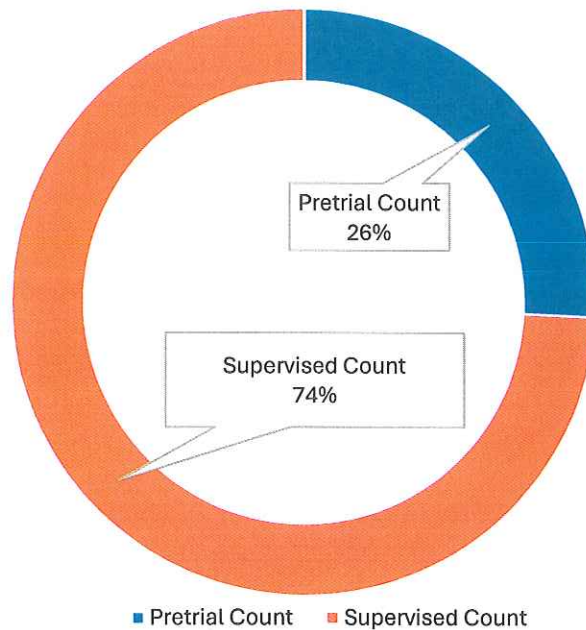
Current Overall Supervised and Pretrial Caseload Count	1296
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2024 Caseload by Type

Current Supervised Pretrial Caseload Count	334
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Current Supervised Caseload Count	962
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2024 Completion Rate



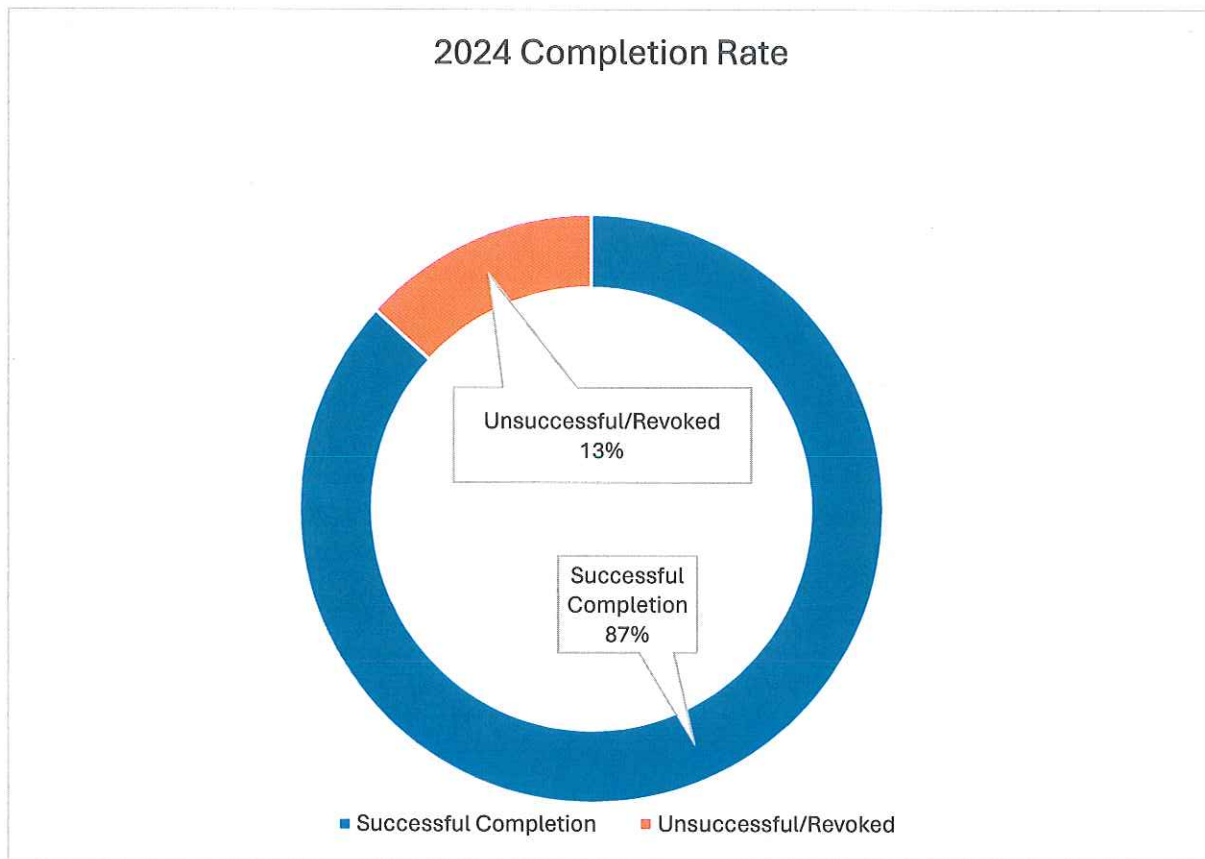
Supervised and Pretrial

Includes: Anacortes, Burlington, Mount Vernon, Sedro Woolley and Skagit District Courts

2024 Statistics

2024 Completion Rate

2024 Successful Completions	282
2024 Unsuccessful and Revoked Clients	43



Supervised and Pretrial

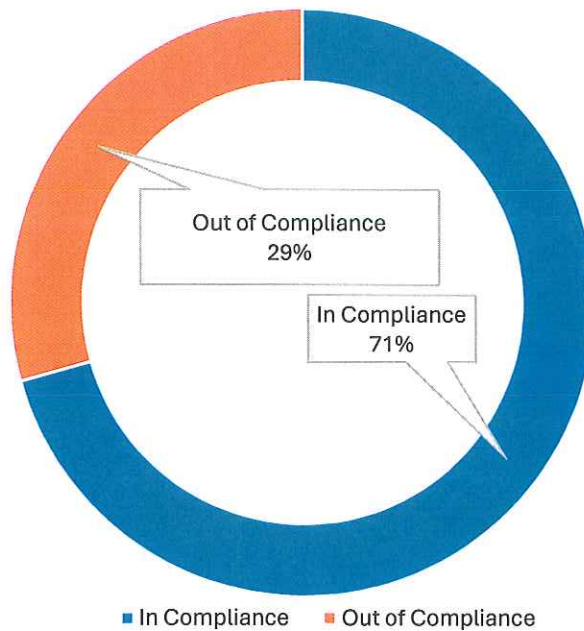
Includes: Anacortes, Burlington, Mount Vernon, Sedro Woolley and Skagit District Courts

2024 Statistics

2024 Compliance Rate

Current Supervised Probation Clients In Compliance	916
Current Supervised Probation Clients Out of Compliance	380
Current Bench Warrants Outstanding	317

2024 Completion Rate



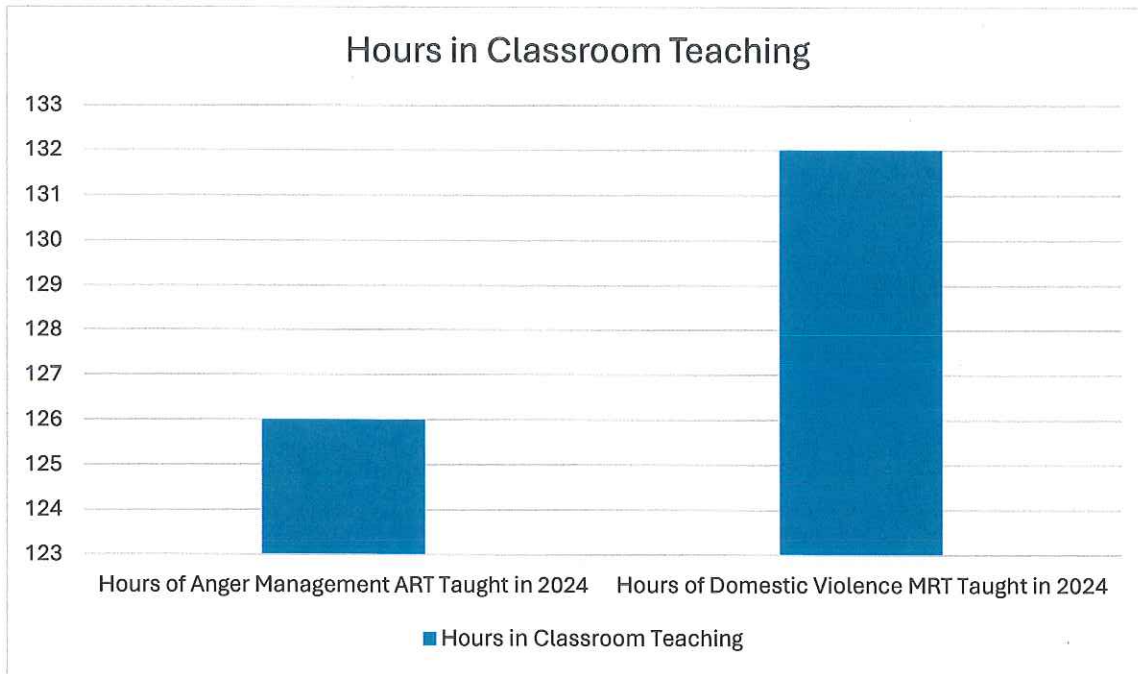
Supervised and Pretrial

Includes: Anacortes, Burlington, Mount Vernon, Sedro Woolley and Skagit District Courts

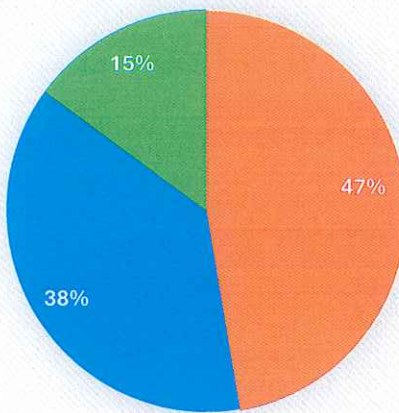
2024 Statistics

2024 MRT Hours Taught

2024 Hours of Anger Management MRT taught by Probation Officers	126
2024 Hours of Domestic Violence MRT taught by Probation Officers	132



Anacortes Supervised Probation 2024



■ Total Active Cases ■ Cases Entered Probation ■ Case Completions



City Council Agenda Bill

Meeting Date: April 21, 2025 **Agenda Item:** 7.e.

Agenda Item Title: Interlocal Agreement 25-134-APD-001 with Washington State Criminal Justice Training Commission for APD Training Support

Staff Contact(s): Dave Floyd

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

Item Summary: Item Statement:

City staff seeks approval to execute Interlocal Cooperative Agreement 25-134-APD-001 with Washington State Criminal Justice Training Commission (CJTC) which will allow the Anacortes Police Department to send subject matter expert officers to the CJTC Campus at APD's discretion to support training students at the CJTC campus, and in return receive reimbursement from CJTC for the cost of the APD officer's time spent instructing during city work hours.

Key Terms:

- CJTC will reimburse the City for the payment of part-time instructors. The hourly rate assigned to each instructor will be based on the CJTC Contractor Pay Scale.
- The term of this Agreement shall be from March 24, 2025 through March 31, 2028.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperative Agreement 25-134-APD-001 between the City of Anacortes and Washington State Criminal Justice Training Commission for the APD Training Support.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 25-134-APD-001



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Monica A. Alexander, Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • www.cjtc.wa.gov

INTERAGENCY AGREEMENT No.

This agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the Washington State Criminal Justice Training Commission, hereinafter referred to as the "WSCJTC", and the City of Anacortes, hereinafter referred to as the "Agency".

Whereas the WSCJTC, pursuant to Chapter 43.101.RCW, is empowered to provide programs and standards for the training of criminal justice personnel and in conjunction therewith may contract with individuals and agencies for the purpose of training; and

Whereas the Agency has the ability to provide the part-time services of Agency personnel (hereinafter referred to as "Instructors") for the purposes of administering Basic Training Academies, including the Basic Law Enforcement Academy;

Now, therefore, for and in consideration of the mutual promises set forth hereafter, the parties hereto mutually agree as follows:

1. Term

This Agreement shall commence on the 24th day of March, 2025 and terminate on the 31st day of March, 2028, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

2. Part-Time Instructors

The Agency may provide to the WSCJTC the part-time services of on-duty and qualified Agency personnel to provide academy instruction and instructional support. These part-time Instructors must be approved by the WSCJTC Regional Academies Commander prior to instructing WSCJTC courses. Assignments will be submitted to the WSCJTC Regional Academies Commander for approval. Such services may include, but not be limited to:

- Being familiar with, and adhering to, the policies and procedures of the Basic Training Division and the WSCJTC
- Coordinating with the Assistant Commander to ensure that all training materials and equipment are available and ready for use and are in good working order
- Being familiar with the course lesson plan prior to instruction
- Participating in course briefing and debriefing
- Providing instruction and delivering written and practical exercises in assigned courses as prescribed in the course lesson plan(s)
- Supporting and assisting with practical training exercises
- Tutoring/counseling academy attendees
- Proctoring recruit testing to ensure compliance with established expectations
- Evaluating recruit performance in accordance with established rubrics
- Maintaining accurate student attendance and performance records as required

March 21, 2025

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- Ensuring that all equipment used in the instruction are properly stored and/or cleaned upon the completion of instruction and any damaged or dysfunctional equipment is reported to the Assistant Commander, or their designee, as soon as possible after the training session
- Suggesting revisions to academy programs and curriculum in accordance with the policies and procedures of the WSCJTC to ensure that all materials are current, relevant, and rigorous

a. Payment for Part-Time Instructors

WSCJTC will reimburse the Agency for the payment of part-time Instructors, which are the Agency's employees. The hourly rate assigned to each instructor will be based on the WSCJTC Contractor Pay Scale. WSCJTC will notify the Agency upon the approval of any revision to the pay scale. WSCJTC shall pay said reimbursement amount upon submission by the Agency of an invoice to WSCJTC.

The Agency will send detailed invoices to WSCJTC at the end of each month that include the following:

- Instructor Name
- Subject taught
- Dates and hours worked
- Dollar amount
- Academy session number

3. Payment

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. All costs shall be reimbursed monthly, when applicable.

4. Billing Procedures

The Agency shall submit an invoice to WSCJTC at the end of each month in which services were provided. WSCJTC shall pay the Agency for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing.

All invoices shall be submitted to:

Registered Mail:

WSCJTC

Attn: Basic Training Division

19010 1st Ave S

Burien, WA 98148

Electronic Mail:

btdaccounting@cjtc.wa.gov

5. Agreements Outside of This Agreement

This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all agreements, either written or oral, between the parties. The parties agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations, including the executing and delivery hereof, except such representations as are specifically set forth herein; and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this Agreement.

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6. Modification

No waiver or modification of this Agreement or any covenants, conditions, or limitations herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties herein under, unless such waiver or modification is in writing duly executed as aforesaid; and the parties further agree that the provisions of this section may not be waived except as herein set forth.

7. Termination of Agreement

This Agreement may be terminated without cause at any time by mutual agreement of the parties hereto, or by either party after thirty-days (30) following the other party's receipt of a written intent to terminate.

The parties retain the right to cancel this Agreement upon ten (10) days written notice to the other party if either party fails to properly keep any of the provisions of this Agreement. In the event of termination under this section, the Agency will be entitled to receive, to the date of such termination on a pro rata basis, the compensation as set forth in section (2a) herein.

8. Health and Safety

To protect the health and safety of WSCJTC and students of the WSCJTC, Instructors employed by the Agency understands the WSCJTC maintains control over its operations and agrees to submit to directions and protocols put in place to carry out its mission, including submitting to infectious disease testing when directed to do so by the WSCJTC. The Instructors must report the results to WSCJTC's confidential appointee. The Instructors agree to follow the health and safety protocols put in place by WSCJTC during scheduled academy sessions. Failure to abide by these requirements may result in their release from WSCJTC's service and termination of the Agreement as set forth in section (7).

9. Employment Obligations of Parties

The Agency agrees to pay to the Instructors the full salary and benefits, including all increases to said salary and benefits, accruing to them as employees of the Agency during the period of their services herein under. Additionally, the Agency agrees to extend to the Instructors all rights, privileges, and benefits attendant to and resulting from their employment by the Agency, including any and all promotional opportunities otherwise available to them.

10. Independent Capacity

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

11. Indemnification/Hold Harmless

Each party shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of their authority and within the scope of the performance agreement(s).

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12. Medical/Health and Workers' Compensation Benefits

In the event of any injury to, or the illness or death of any employee of the Agency's while acting in performance of this Agreement, the Agency agrees to extend to the instructor medical / health and workers' compensation benefits and other compensation, to the same extent and in the same manner as if such injury, illness, or death had occurred during work assignment in and for the Agency.

13. Venue Stipulation

This Agreement shall be construed as having been made and delivered with the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted in King County, Seattle, Washington.

14. Assignment

Each party to this Agreement stipulates that the Agreement is one for personal services and accordingly neither party hereto may assign, sublet, or transfer any interest in this Agreement.

15. Compliance with Laws

The parties hereto agree to comply in carrying out the terms of this Agreement with all applicable federal, state, and local laws, ordinances, and regulations, including but not necessarily limited to, the laws pertaining to civil rights and laws pertaining to the WSCJTC and the Agency, including merit system rules.

16. Rights in Data

Material created from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; the WSCJTC may disclose such documents in accordance with the PRA.

17. Notices

All notices given herein shall be in writing and shall be sent by electronic mail to the parties at their recognized business addresses.

18. Headings

The article headings contained in this Agreement are inserted solely as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of the provisions of this Agreement.

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IN WITNESS WHEREOF, the parties have affixed their signatures on the dates below.

Washington State Criminal Justice Training Commission City of Anacortes, Washington

Monica Alexander, Executive Director Criminal Justice Training Commission 19010 1st Avenue South Burien, Washington 98148	Date	Matt Miller, Mayor City of Anacortes 1218 24 th Street Anacortes, WA 98221	Date
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cc: Paul Bakala, Regional Academies Commander, WSCJTC
 Brian Elliott, Fiscal Manager, WSCJTC
 David Floyd, Chief, Anacortes PD
 Dave Miller, Assistant Director, WSCJTC
 Tim Morgan, Assistant Commander of NW Regional Campus, WSCJTC
 Jerrell Wills, Deputy Director, WSCJTC